

Tele: 23385536
Reply should be addressed to
Director (IT)

TATRAKSHAK MUKHYALAYA
Coast Guard Headquarters
National Stadium Complex
New Delhi – 110001

Quoting: IT/3014/DCDR-SDDC

03 Apr 19

INVITATION OF ONLINE BIDS FOR OPEN TENDER ENQUIRY
NO.CGHOQ/IT/DCDR-SDDC/2019-20 PROCUREMENT OF ITEMS/ SERVICES
FOR SOFTWARE DEFINED DATA CENTRE (SDDC) ALONG WITH BACKUP,
RECOVERY & REPLICATION, SD-WAN AND ADC WITH GSLB FOR INTERIM
DATA CENTRE (IDC) AND INTERIM DISASTER RECOVERY DATA CENTRE
(IDR) - INDIAN COAST GUARD

Dear Sir/Madam

1. **"Online bids" (Under two bid system)** are invited by the **Directorate of IT, Coast Guard Headquarters** for supply of items listed in **Part II** of this RFP. **Manual bids shall not be accepted. Tenders from black listed/ banned firms shall not be accepted. Tender document** can be viewed and downloaded from **Indian Coast Guard web site www.indiancoastguard.gov.in (for reference only)** and **CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule given in CRITICAL DATE SHEET** mentioned below:-

CRITICAL DATE SHEET

SL.	DESCRIPTION	DATE & TIME
(a)	Published Date	03 Apr 2019 (1600 HRS)
(b)	Bid Document Download / Sale Start Date	04 Apr 2019 (1200 HRS)
(c)	Clarification Start Date	04 Apr 2019(1400 hrs)
(d)	Clarification end date	10 Apr 2019 (1600 hrs)
(e)	Pre-bid meeting	11 Apr 2019 (1430 hrs)
(f)	Bid submission start date	12 Apr 2019 (1200 hrs)
(g)	Bid Document Download / Sale End Date	23 Apr 2019 (0800 hrs)
(h)	Bid Submission End Date	23 Apr 2019 (1100 hrs)
(j)	Technical Bid Opening Date	24 Apr 2019 (1430 hrs)
(k)	Opening of Commercial Bids	Will be intimated in due course after technical evaluation by TEC

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

The Director General
{for Director (IT)}
Coast Guard Headquarters

National Stadium Complex, New Delhi-110001
Tele: 011-23385536, Fax: 011-23388090
Email: vprotect@indiancoastguard.nic.in

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

a. Part I- Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

b. Part II - Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

c. Part III - Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

d. Part IV - Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

e. Part V - Contains Evaluation Criteria and Format for Price Bids.

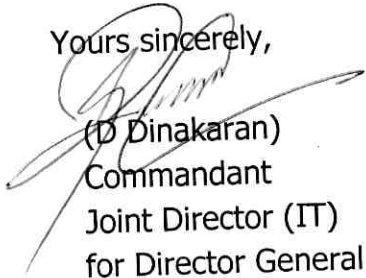
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

5. You are requested to comply with all the terms and condition mentioned in the RFP and certificate in this regard is to be endorsed on the quote submitted by your firm. Relaxation/deviation of terms/conditions if any, should be clearly brought out for consideration, however acceptance of same will solely be at discretion of Coast Guard. Part I, II, III, IV & V of the RFP are enclosed herewith.

6. Para marked with "Blank" will not be considered as part of RFP. Bid documents may be scanned with **100 dpi with black and white option, in PDF format** which helps in reducing size of the scanned document. **Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.**

7. Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at **<https://eprocure.gov.in/eprocure/app>**'.

Yours sincerely,


(D Dinakaran)

Commandant

Joint Director (IT)

for Director General

for Director General

Enclosures: -

- (a) **Appendix-'A'** : Technical Requirements
- (b) **Appendix-'B'** : Covering Letter to Bid Submission
- (c) **Appendix-'C'** : Covering Letter to Technical Bid
- (d) **Appendix-'D'** : Technical Bid Compliance Sheet
- (e) **Appendix-'E'** : Covering Letter to Commercial Bid
- (f) **Appendix-'F'** : Commercial Bid Format
- (g) **Appendix-'G'** : Abbreviations & Terminologies
- (h) **Appendix- 'H'** : Instructions for Online Bidders

PART I – GENERAL INFORMATION

1. Last date and time for depositing the Bids: As per critical date sheet.

The online Bids (both technical and Commercial, in case two bids are called for) should be uploaded as per this RFP by the due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of depositing the Bids: Online Bids should be scanned and uploaded before due date and time. Late tenders will not be considered. No responsibility will be taken for technical delay or not uploading of bids or Bid documents. Bids sent by FAX or e-mail will not be considered. Samples and EMD to be deposited manually at addressed mentioned in para 2 ibid before opening of Technical bid.

3. Time and date for opening of Bids: As per critical date sheet.

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other day/time, as intimated by the buyer).

4. Address for submission of EMD: Directorate of IT, CGHQ

5. Place of opening of the Bids: CGHQ (Directorate of IT).

6. Two-Bid system:

(a) The case is being processed on two-bid system and, the technical bids shall be opened as per critical date sheet mentioned in this tender document. The evaluation of technical Bid based on requisite documents received online by the tenderers will be carried out by a board of officers. The details of firms found compliant after TEC evaluation will be uploaded on the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>).

(b) The Commercial Bids of only those Bidders whose technical bids meet all the stipulated (Technical) requirements shall be opened. The date of opening will be intimated to the Bidders through Central Public Procurement Portal(<https://eprocure.gov.in/eprocure/app>).

7. Forwarding of Bids – Bids should be prepared, signed, scanned and uploaded by the Bidders on their original memo / letter pad. The copies of PAN No, TIN No, CST & VAT, bank details and other enclosures as per part II of RFP and are to be signed/self attested and scanned with 100 dpi in black and white option in PDF format.

8. Details of Pre-bid Meeting:-As per critical date sheet.

A pre-bid meeting will be held to answer any queries or clarify doubts on RFP and submission of proposals. The authorized representatives are requested to attend. Particulars of personnel (only Indian nationals) attending the pre bid meeting is to be communicated for necessary arrangements at least two days in advance.

9. Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing by the clarifications as per critical date sheet at address at mentioned above.

10. Modification and Withdrawal of Bids: The Bidder may modify (resubmit) his bid online after submission, as per the provisions available on the portal. No bid shall be modified after the deadline for submission of bids.

(a) If bidder desires to withdraw before bid submission closing date/time, he may do so **online** in the portal. EMD (in case) submitted in physical form shall be returned offline. However, the cost of the tender will not be refunded to the firm.

(b) No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity.

11. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

12. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

13. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches by fax/e-mail before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

14. Validity of Bids: The Bids should remain valid for **90 days** from the date of opening of tenders from the last date of submission of the Bids.

15. Earnest Money Deposit: -Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs 11,00,000.00 (Rupees Eleven lakh only)** in favour of "PCDA(N), Mumbai". The EMD may be submitted "**manually**" on or before opening of technical bid in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are

registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. Hard Copy of original instruments in respect cost of earnest money be delivered to the Director General, Coast Guard Headquarters, National Stadium, New Delhi- 110 001 on or before bid opening date/time as mentioned in critical date sheet

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements** – List of items / services required is as follows:-

- (a) Supply, installation & commissioning of Backup software, ADC with GSLB & SD-WAN for Coast Guard Datacenter. Details of items/ services as per **Para-1 of Appendix-'F'**
- (b) Warranty for 03 years for all supplied software & hardware
- (c) One year support for services along with post-golive 03 months onsite support. Onsite support engineer should be certified in ADC & Virtualisation.

2. **Technical Details:**

- (a) Detailed technical specifications as per Annexure-I of Appendix-B
- (b) Vendor qualification criteria: -
 - (i) Common Criteria for Para-1(A) & (B) packages
 - (aa) Should have be authorised partner of OEM and should have certified manpower as required
 - (ab) The bidder must be incorporated and registered in India under the Indian Companies Act 1956/ LLP Act 2008 / Partnership Act 1932 and should have been operating for the last five years as on the date of publishing of Tender/ RFP notice (including name change/impact of mergers or acquisitions)
 - (ac) The Bidding firm must be a positive net- worth making with average annual turn-over of minimum of 03 Crores company since the last three financial years
 - (ad) The Bidder should not be blacklisted by Central/ State Government Ministry/ Department/ PSU/Government Company. Bidder also should not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Indian Central/ State Government Ministry/Department/ PSU/ Government Company.
 - (ae) Should submit details of projects implemented, Work completion certificate, Client reference, Work order copies for experience on projects as part of technical bid. Buyer may verify documents and clients and non-response/ negative response from reference clients shall invite rejection of Bids.
 - (ii) For Para-1(A) of Appendix-'F': HPE Servers/ Upgradation Services
 - (aa) Should be authorised partner of OEM and should have certified manpower as required

(ab) Should have deployed atleast 02 projects worth of minimum Rs.50 Lakh each having Server, Storage, Upgradation from HPE in the past 03 years

(ac) Should be provided with Manufacture Authorisation Form (MAF) certificate specific to Coast Guard from duly authorised official of OEM HPE.

(iii) For Para-1(A) of Appendix-'F': Supply, Installation of Backup, SDWAN & ADC

(aa) Should be authorised partner of respective OEMs and should have certified manpower as required

(ab) Should have atleast deployed atleast 03 projects of Cloud virtualization of minimum of Rs.25 Lakh each with centralised management console in the past 03 years

(ac) Should have implemented atleast 02 deployments of one among similar OEM Backup, SDWAN & ADC Software in past 03 years

(ad) Should have atleast deployed atleast 01 project each having minimum of 05 instances with centralised management console for SD-WAN in the past 03 years. Vendor may engage services of OEM authorised partner having qualified to required conditions and legal agreement of support from the partner to be submitted along with technical bid

(ae) Should have atleast deployed for 03 project each having minimum worth of Rs.25 Lakhs with centralised management console for Virtualisation project. Vendor may engage services of OEM authorised partner having qualified to required conditions and legal agreement of support from the partner to be submitted along with technical bid

(af) Attach profile, certificate of onsite ADC, Virtualisation Certified manpower resource for hand-holding for pre-verification as part of technical bid

(ag) Should have agreement with authorised partner of respective OEMs

(ah) Should be provided with Manufacture Authorisation Form (MAF) certificate specific to Coast Guard from duly authorised official of OEM.

(c) Penalty clause for Service Level Agreement (SLA) violation: -

(i) Vendor to make available online portal on 24x7 basis to raise service tickets by Buyer

(ii) Penalty clauses as per Annexure-1 of Appendix-'A'.

3. **Two-Bid System:** - The case is being processed on two-bid system and, only the Technical Bid would be opened online at the time and date mentioned in Critical Date Sheet. Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. **No price should be indicated in the Technical Bid.** Date of opening of the Commercial Bid will be intimated after Technical evaluation. Commercial Online bids of only those firms will be

opened; whose Technical bids are found compliant/suitable after Technical evaluation is done by the Buyer. The following documents form part of online technical bid which should be scanned and uploaded in PDF format:-

(a) In respect of Two-bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to upload technical compliance statement as per Technical Bid format in **Appendix-'D'** along with **Appendix - 'C'**.

(b) Signed and scanned copy of Demand draft/PO in favour of the PCDA(N), Mumbai for **Rs 500/- (Rupees Five hundred)** only towards tender fee and EMD amount or Copy of valid registration certificate regarding the firm's registration with DGS & D / NSIC / Defence Organisation (MOD) if held, for exemption of EMD. Tender Fee and EMD to be submitted **manually** on or before bid submission end date.

(c) Self attested & scanned Copy of (i) bank details (ii) Tin No. Certificate (iii) CST Certificate (iv) VAT Certificate (v) PAN No and (vi) Certificate of acceptance of terms and conditions of RFP.

(d) Detailed breakdown of each item need to be provided as per **Annexure-1 of Appendix-'F'** format. Individual taxes need to be added as separate columns. **L1 shall be decided on overall cost of complete package consists of all bill of material and at base cost.**

(e) Bid should be uploading with covering letter as per **Appendix-'B'** along with checklist in **Annexure-1 of Appendix-'B'**.

Note : (i) **Signed & scanned copy of Technical Bids should be uploaded by Bidder under their original memo / letter pad.**
(ii) **Failure to submit any of above documents will render the bid invalid**
(iii) **Buyers reserve the right to cancel any bid without assigning any reason.**
(iv) **Tender Fee and EMD to be submitted manually on or before bid submission end date.**

4. **Delivery Period** –The job is to be completed within **06 months** from the date of issue of job/ work order. Please note that contract can be cancelled unilaterally by the buyer in case the job is not completed within the contracted period. Extension of contracted period will be at the sole discretion of the buyer, with applicability of LD clause.

5. **INCOTERMS for Delivery and Transportation:** - CGHQ, New Delhi.

6. **Consignee details -** **The Director General**
{for D(IT)}
National Stadium Complex, New Delhi

PART III – STANDARD CONDITIONS OF RFP

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

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9.

4. **Penalty for use of Undue influence:** The seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the buyer or otherwise in procuring the contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present contract or any other contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offers by the seller or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the buyer to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the buyer or to any other person in a position to influence any officer/employee of the buyer for showing any favour in relation to this or any other contract, shall render the seller to such liability/ penalty as the buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the buyer.

5. **Agents / Agency Commission:** -The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the

contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts:** - In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** - Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages:** In the event of the seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in this contract, the buyer may, at his discretion, withhold any payment until the completion of the contract. The buyer may also deduct from the seller as agreed, liquidated damages to the sum of **0.5%** of the contract price of the delayed/undelivered stores/services mentioned above for every **week** of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than **10%** of the value of delayed stores.

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

(a) The job is not completed for causes not attributable to Force Majeure for more than (one month) after the scheduled date of completion.

(b) The seller is declared bankrupt or becomes insolvent.

(c) The job is not completed due to causes of Force Majeure by more than (two months) provided Force Majeure clause is included in contract.

(d) The buyer has noticed that the seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

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

11. **Transfer and Sub-letting:** NA

12. **Patents and other Industrial Property Rights:** NA

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

14. **Taxes and Duties:**

(a) **In respect of Foreign Bidders:** - N/A

(b) **In respect of Indigenous bidders**

(i) **General**

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

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

3. If a bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

4. If a bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

5. Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the buyer by the seller. All such adjustments shall

include all reliefs, exemptions, rebates, concession etc. if any obtained by the seller.

(ii) Customs Duty: - As applicable

(iii) Excise Duty: -

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

2. Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(iv) GST - If it is desired by the bidder to ask for GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the bidder are inclusive of sales tax and no liability of sales tax will be developed upon the buyer.

(v) Octroi Duty & Local Taxes: -

1. Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

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

15. **Pre-Integrity Pact Clause:** - N/A

PART IV – SPECIAL CONDITIONS OF RFP

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

1. **Performance Guarantee:**

(a) **Indigenous cases:** The bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to **10%** of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website).

2. **Option Clause:** - The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Repeat Order Clause** – The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

4. **Tolerance Clause** – To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 100% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. **Payment Terms** - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website). The stage wise payment will be made as per the following terms and production of the requisite documents

(a) **Stage-I:** The payments towards 'Upgradation of HPE Storage, Servers' will be made 90% on delivery of software and hardware {Para-1(A-01) to (A-07) of Appendix-'F' of RFP}

(b) **Stage-II:** The payments towards implementation of project on turn-key basis will be made 90% on Golive of project {Para-1(B-01) to (B-04) of Appendix-'F' of RFP}

(c) **Stage-III:** Balance payment of 10% {Para-1(A) & (B) of Appendix-'F' of RFP} shall be made on satisfactory completion of 03 month handholding support.

6. **Payment terms for Foreign Sellers:** - NA

7. **Advance Payments:** No advance payment(s) will be made. Stage wise payment as per para 5 above.

8. **Paying Authority:** PCDA(Navy), Mumbai.

(a). Indigenous Sellers: (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

i. Ink-signed copy of contingent bill / Seller's bill.

ii. Ink-signed copy of Commercial invoice / Seller's bill.

iii. Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.

iv. CRVs in duplicate.

v. Inspection note.

vi. Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.

vii. Exemption certificate for Excise duty / Customs duty, if applicable.

viii. Bank guarantee for advance, if any.

ix. Guarantee / Warranty certificate.

x. Performance Bank guarantee / Indemnity bond where applicable.

xi. DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.

xii. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).

xiii. Any other document / certificate that may be provided for in the Supply Order / Contract.

xiv. User Acceptance.

xv. Photo copy of PBG.

9. **Fall clause** - The following fall clause will form part of the contract placed on successful bidder -

a. The price charged for the services provided under the contract by the seller shall in no event exceed the lowest prices at which the seller provides service or offer to services of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till jobs as per the orders placed during the currency of the rate contract is completed.

b. If at any time, during the said period the service provider, provides service to any person/organisation including the buyer or any Department of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction in service provided to the Director general of Supplies & Disposals and the price payable under the contract for the services of such reduction of service shall stand correspondingly reduced.

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

10. **Exchange Rate Variation Clause:** - NA

11. **Risk & Expense clause:** -

(i). Should the software / media stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

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

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

a. Such default.

b. In the event of the contract being wholly determined the balance of the stores remaining to be delivered thereunder.

(iv). Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 2% of the value of the contract.”.

12. **Force Majeure clause:** a. Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
e. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.
13. **Buy-Back offer :** - NA
14. **Specification:** - The following Specification clause will form part of the contract placed on successful Bidder –
 - a. The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and user manuals shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design, technical literature/user manuals and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, repair and maintenance techniques alongwith necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within (30) days of affecting such upgradation/alterations.
15. **OEM Certificate:** - Coast Guard specific MAF certificate to be obtained from OEM and submitted as part of technical bid.
16. **Export License:** - NA
17. **Earliest Acceptable Year of Manufacture:** - NA
18. **Buyer Furnished Equipment:** - NA

19. **Transportation:** NA
20. **Air lift:** - NA
21. **Packing and Marking:** - NA
22. **Quality:** The quality of the software with media provided according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same services for in seller's country or specifications enumerated as per RFP and shall also include therein modification to the services suggested by the buyer. Such modifications will be mutually agreed to. The seller confirms that the services to be provided under this Contract shall be latest and shall incorporate all the latest improvements and modifications thereto.
23. **Quality Assurance:** - N/A.
24. **Inspection Authority:** The inspection will be carried out by Directorate of Information Technology on completion of the job. The mode of inspection will be departmental inspection
25. **Pre-Dispatch Inspection:** - NA
26. **Joint Receipt Inspection:** - NA
27. **Franking clause:** - NA
28. **Claims:** - NA
29. **Warranty :-**
 - a. The following Warranty will form part of the contract placed on the successful bidder –
 - i. Except as otherwise provided in the invitation tender, the seller hereby declares that the goods, stores articles sold/supplied / services provided to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The seller hereby guarantees that the said services (including fixing of bugs) would continue to conform to the description and quality aforesaid for a period of **12 months** from the date of provisioning of the said services to the buyer and notwithstanding the fact that the buyer may have inspected and/or approved the said services, if during the aforesaid period of ~~36~~/15 months the goods, stores articles sold/supplied are discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the buyer in that behalf shall be final and binding on the seller and the buyer shall be entitled to call upon the seller to provide the entire services or such portion thereof as is found to be defective by the buyer within a reasonable period, or such specified period as may be allowed by the buyer in his discretion on application made thereof by the seller, and in such an event, the above period shall apply to the services provided from the date of rectification mentioned in warranty thereof, otherwise the seller shall pay to the buyer such compensation as may arise by reason of the breach of the warranty therein contained.
 - ii. The seller warrants that the goods/software supplied/installed under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

iii. The seller warrants for a period of 12 months from the date of installation and commissioning, that the goods/stores/ software developed and installed/ supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

iv. If within the period of warranty, the goods are reported by the buyer to have failed to perform as per the specifications, the seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the seller, provided that the goods are used and maintained by the buyer as per instructions contained in the Operating Manual.

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

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

a. The Seller agrees to provide Product Support for the software, subcontracted from other agencies/ manufacturer by the Seller for a period of **01 year** after the delivery and commissioning of software application as part of software supply.

b. In the event of any obsolescence during the above mentioned period of product support in respect of any component/ sub-system/ software, it is the liability of the seller to provide the alternate in free of cost.

c. Any improvement/modification/ up gradation being undertaken by the Seller or their sub suppliers on the software being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.

31. **Annual Maintenance Contract (AMC) Clause :** - N/A

32. **Engineering Support Package (ESP) clause :** - NA

33. **Price Variation (PV) Clause:** - NA

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:
 - (a). Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - (b). The Lowest Bid will be decided upon the lowest price quoted by the particular bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
 - i. In cases where only indigenous Bidders are competing, L1 shall be decided on overall cost of complete package consists of all bill of material and at base cost.
 - (c). The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, the bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders. If a bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a bidder is exempted from payment of Customs duty / Excise Duty / VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.
 - (e). If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - (f). The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the buyer. The buyer will have the right to award contracts to different Bidders for being lowest in particular items. The buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest bidder is not in a position to supply full quantity in stipulated time.

2. The bidders are required to **UPLOAD** following:

(a) The Commercial bid format is provided as **BoQ.xls** along with this tender document at **<https://eprocure.gov.in>**. Bidders are advised **to download this BoQ.xls** as it is and quote their offer in the permitted column. **Bidders are also to fill the duties & Taxes columns as applicable**

(b) The Price Bid Format as per **Appendix-'F'** as required. Determination of L-1 will be done based on total of basic prices (**not including** levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product) of all items/requirements as mentioned above.

Appendix-'A'

*(Refer to Para-2(a)(i),(ii),(iii) of Part-II of RFP
, Para-5(b) of Part-IV of RFP)*

**TECHNICAL REQUIREMENTS - PROCUREMENT OF ITEMS/ SERVICES FOR
SOFTWARE DEFINED DATA CENTRE (SDDC) ALONG WITH BACKUP,
RECOVERY & REPLICATION, SD-WAN AND ADC WITH GSLB FOR INTERIM
DATA CENTRE (IDC) AND INTERIM DISASTER RECOVERY DATA CENTRE
(IDR) - INDIAN COAST GUARD**

Background.

1. Indian Coast Guard is the fourth armed force of Indian Union and is mandated to take actions as deemed fit to protect India's maritime and other national interests in the maritime zones of India. Coast Guard carry out surveillance of 7,500 kms long coastline, 2.02 million Sq Km of Exclusive Economic Zone (EEZ) and over 06 million SqKms of Indian Maritime Search & Rescue Region (ISRR) to enforce Indian and International maritime laws and to provide swift Search and Rescue (SAR) support across ISSR using conventional assets such as ships and aircraft.
2. ICG as part of ongoing digitization efforts intend to implement Next Generation Firewall and SD-WAN for ICG Charka WAN of Indian Coast Guard on turn-key basis.

OBJECTIVE

3. Objective is to supply, customisation, configuration and support of Datacenter upgradation with SD-WAN, Backup software, ADC with GSLB software, HPE Server/Storages as applicable for Indian Coast Guard. The Bidder should include required features to achieve objectives during SRS stage of project and discrepancies if any, the decision of the Buyer is final and has binding on the Bidder.

SCOPE OF WORK

4. Vendor should supply, customisation, configuration and support of Datacenter upgradation with SD-WAN, Backup software, ADC with GSLB software, HPE Server/Storages as applicable and required software licenses/ services on **turnkey basis**. Total no. of sites under ICG Chakra for the scope of work is 71 sites. The Bidder should include required features to achieve following objectives during SRS stage of project and discrepancies if any, the decision of the Buyer is final and has binding on the Bidder. Detailed functional requirements are detailed in succeeding paragraphs and as per **Annexure-2 of Appendix-'A'**.

5. Supply, design, deployment and maintenance of following.

Item ID	Description	Qty	Unit	Detailed Specifications
	(A) UPGRADATION AND EXTENSION OF WARRANTY OF HPE STORAGE, SERVERS			
A-01	Blade servers on HPE C7000/ C3000, Dual Processor, 16 Core, 2.4GHz, 512 GB memory, 2TB SSD in RAID-10 Storage. All required accessories for HA including provisioning/ upgradation of L3 switches.	1	No.	N/A
A-02	Upgradation of HPE BL460C G9 with 1 TB RAM from 256 GB existing RAM	4	Set	N/A
A-03	Port Licenses (12 Ports) HPE SAN Switch Model: HPE SN3000B along with 16 GB SFP+ SW Trans receiver	2	No.	N/A
A-04	Upgradation of HPE 3PAR Storage, 5TB SAS on RAID-10	1	No.	N/A
A-05	Extension of warranty & support for SAN Storage, HPE 3PAR 7400	1	No.	N/A
A-06	Extension of warranty & support for HPE Blade Enclosure with Servers, HPE C7000 (01 No.), HPE BL460C G8 (08 Nos.), 03 Yrs	1	No.	N/A
A-07	Extension of warranty & support for HPE Blade Enclosure with Servers, HPE C3000 (01 No.), HPE BL460C G8 (04 Nos.), 03 Yrs	2	No.	N/A
	(B) SUPPLY, INSTALLATION & COMMISSIONING			
B-01	SD-WAN Physical Appliance, Perpetual, 03 years	1	No.	Para-1, Part-I of Annexure-2 of Appendix-'A'
B-02	Backup, recovery & replication of Oracle VM-17 Nos., and Bare Metal Server-05 Nos. with instant-recovery and sandboxing of applications. CPU Perpetual license for 03 years.	22	No.	Para-2, Part-I of Annexure-2 of Appendix-'A'
B-03	Application Delivery Controller with GSLB, ALB and WAF. Throughput of minimum of 250 Mbps at DC & DR, HA in DC. Perpetual license for 03 years	2	No.	Para-3, Part-I of Annexure-2 of Appendix-'A'
B-04	03 Month onsite support with Virtualization certified as handholding	1	No.	

6. **Customisation, configuration of Software.** Vendor should customise, configure virtual SD-WAN, Backup/Recovery & Replication to provide required SLA for applications, Application Delivery Controller (ADC) with Global Server Load Balancer (GSLB) between DC & DR on ICG Chakra WAN.

7. **Support and penalty.** Vendor should provide required onsite support engineers as required during warranty & Support period and provide onsite OEM certified ADC, Virtualisation manpower during implementation of project from date of work order to till 03 months post-golive. Vendor should provide satisfactory support as required, failure to do, shall attract penalty clauses as enumerated in **Annexure-I of Appendix-A**, which is on and above other penalty clauses applicable.
8. Functional requirements are indicative in nature. Final scope of work requirements shall be identified as part of SRS phase by vendor.

Note: Bidders are requested to refrain from attaching additional unwanted documents.

Annexure-1

(Refers to Appendix 'A')

DETAILS OF PENALTY CLAUSES

1. Application not made fully operational within 02 working days – Rs. 2000 per day will be levied for each day of non-availability of system. In case situation exceeds 05 working days, enhanced penalty of Rs.5000 per day is applicable.
2. Late reporting to work by onsite support engineer/ manpower Rs. 500/- Per day (Support engineer/ manpower need to report for work at 0830 hrs. In a month maximum ten late reporting is permissible for entire resident engineer subject to maximum 03 late reporting).
3. In the event of support engineer/manpower remaining absent/on leave without substitute there of - Rs 1500/ for each day of absence.
4. Failure to maintain/renew/extend performance bank guarantee – Rs 1000/- per day (PBG should be restored to 100% if it is dip below 70% within 10 days. PBG should not fall below 60%. In case of AIAMC extension, PBG should be renewed for the same value irrespective viz-a-viz of period of such extension, i.e pro-rata not applicable. Coast Guard not mandated to return PBG before the expiry of initial validity period, and it is the responsibility of vendor to arrange PBG accordingly without any break in PBG availability).
5. ITSM software should be updated on daily basis and each service ticket should be assigned with unique ticket ID by onsite support engineer. Failure to update – Rs.500 per day. ITSM software shall be made available by Vendor on 24x7 basis at their premises with dedicated login for ICG to create/manage support tickets.
6. ITSM Service Desk portal and ALM portals should be available on 365x24x7 during the entire contract period with minimum availability of 99%. Non-availability of ITSM Portal for more than 24 hours – Rs.1000 per day. Mutually agreed maintenance periods and other justifiable circumstances as accepted by Coast Guard are exempted.
7. Bidder to update MantisBT for Ticketing System and OpenProject for Project monitoring on daily basis at 1700hrs till Golive + 03 months of project. Failure to update – Rs.500 per day. Mutually agreed maintenance periods and other justifiable circumstances as accepted by Coast Guard are exempted.
8. In case the vendor is not in a position to provide alternate/standby facility, Buyer shall have the right to get the issues rectified by a third party without effecting the contractors' obligations for maintenance of the systems under the contract. The payment towards maintenance/ repair charges will be made to the third party and a sum equal to maintenance/ repair charges would be deducted from any outstanding bills/ PBG for the time actually lost.
9. All penalty amounts may be deducted from outstanding bills/Performance Bank Guarantee as applicable.

10. It may also be noted that in case of vender backing out in mid-stream without any explicit consent of Coast Guard, the vender will be liable to recovery at higher rates vis-a-vis those contracted with, which may have to be incurred by Coast Guard on maintenance of IT system for the balance period of contract by alternative means.

11. Under no circumstances, on each occasion the cumulative continuous penalty total shall not exceed 10% of the contract value.

12. Coast Guard at its discretion may entirely/partly waive-off penalty under justifiable circumstances.

Annexure-2 of Appendix-'A'

DETAILED TECHNICAL SPECIFICATIONS PROCUREMENT OF ITEMS/ SERVICES FOR SOFTWARE DEFINED DATA CENTRE (SDDC) ALONG WITH BACKUP, RECOVERY & REPLICATION, SD-WAN AND ADC WITH GSLB FOR INTERIM DATA CENTRE (IDC) AND INTERIM DISASTER RECOVERY DATA CENTRE (IDR) - INDIAN COAST GUARD

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Part-I: DC/DR IT Infrastructure Minimum Required Sizing

Part-II: DC/DR IT Infrastructure - Detailed Specifications

PART-I: Minimum Required Sizing for DC & DR

Sl.	IT Infrastructure Type	DC	DR	Detailed Specifications	Complied (Yes/ No)
1.	Software Defined WAN, Physical Appliance	Qty. - 01 Nos.	NIL	Section-A	
2.	Backup Software	(a) Agent/ Bare metal - 12 Nos	(a) Agent/ Bare metal - 10 Nos	Section-B	
3.	Global Server Load Balancer (GSLB), Virtual Appliance Application Delivery Controller (ADC)	(a) 01 Gbps throughput (b) Qty. - 02 Nos. (in HA)	(a) 01 Gbps throughput (b) Qty. - 02 Nos. (in HA)	Section-C & D	

PART-II: Detailed Specifications

	IT Infrastructure Type	Complied (Yes/No)
Section-A :	Software Defined WAN, Physical Appliance	
Section-B :	Backup Software	
Section-C :	Global Server Load Balancer (GSLB), Application Delivery Controller (ADC)	

Section-A – **Software Defined WAN**

Sl.	Category	Technical Requirement of SD-WAN	Complied (Yes/ No)
1.0	Form factor	(a) The proposed branch solution should be supplied in pre-packaged physical appliance (b) Should support software virtual form factor.	
2.0	Central orchestrator	The solution should compromise of a centralized orchestrator capable of configuration and monitoring of multiple WAN Edge devices in the branches, data-centers and remote locations. Solution should also compromise of a high performance branch Customer Premises Equipment (CPE) or Virtual CPE devices which can replace traditional WAN routers or co-exist with traditional WAN routers. These branches are to be managed from the centralized orchestrator. The centralized orchestrator should also provide for an option of remote diagnostics to validate reachability of both WAN and LAN sides, packet captures ARP tables, route tables etc. The proposed solution should provide an option of using the Orchestrator (Management and Provisioning Platform) from a public cloud and it should also have the capability to be deployed on-premises.	
3.0	Bandwidth aggregation	The proposed hub/CPE devices should be able to aggregate the bandwidth across multiple links and should have zero-IT touch deployment capabilities.	
4.0	Link steering	The solution should provide for sub-second per-packet link steering based on the measured performance metric, application requirements, business priority of the application and link cost The solution should provide for on-demand link remediation in the event of packet loss, increase in latency and jitter	
5.0	Transport agnostic	The proposed solution should be an enterprise grade WAN solution and should be completely transport independent. And, should support multiple technologies like MPLS, Internet, P2P Links, 3G/4G/LTE.	

Sl.	Category	Technical Requirement of SD-WAN	Complied (Yes/ No)
6.0	Application awareness	<p>The solution should be able to detect, classify and control various applications running over WAN.</p> <p>The solution should provide historical and real time link usage and performance of applications.</p> <p>The solution should provide for application usage related data over time and should provide an option to filter it down to things like Source Devices/IPs, destinations etc.</p>	
7.0	Multi-hypervisor support	<p>The branch device should be capable of running/supported over major hypervisors like VMware, Hyper-V, Xen and KVM</p>	
8.0	VPN Tunnels	<p>The solution should enable creation of full mesh, partial mesh and hub-n-spoke VPN tunnels including dynamic branch to branch tunnels with a single click.</p>	
9.0	Link fail-over	<p>The solution should be capable of detecting WAN failures and dynamically steering the traffic to available WAN links in a sub-second manner.</p>	
10.0	Quality of Service (QoS)	<p>The solution must be able to define classes of application traffic and apply Quality-of-Service policies to each class. The solution must be able to apply QoS policies to all traffic seen in the network, including both optimized and non- optimized traffic flows, including TCP, UDP, and other non-TCP traffic types.</p>	
10.1		<p>The solution must be able to apply inbound QoS by TCP/UDP rate limiting low priority traffic.</p> <p>QoS policies should be centrally defined and can be applied to classes of applications and individual applications</p>	
11.0	Encryption	<p>The encryption scheme used by SD-WAN solution should be FIPS 140-2 compliant.</p> <p>The solution should provide 128-bit AES or 256-bit AES encryption on the VPN.</p> <p>The branch device should have an inbuilt firewall for providing Layer 4 policies and the branch device should also be capable of running 3rd part firewall VNFs and provide service chaining for the same.</p>	

Sl.	Category	Technical Requirement of SD-WAN	Complied (Yes/ No)
12.0	Bandwidth throughput	WAN bandwidth of 8 Mbps at ROBO site and 40 Mbps at Central Data Center site	
13.0	Single-pane-of-glass monitoring	Should provide Enterprise level unified Dashboard 'Single-pane-of-glass-monitoring and management' from central site for all ICG DC/ DR/ ROBO sites. All sites backup servers' status should be available from single unified dashboard at central site. Should support single unified policy across all sites	

Section- B – **Backup, Recovery & Replication for Business Continuity**

Sl.	Category	Technical Requirements – Backup, Recovery & Replication	Complied (Yes/No)
3.1.0	High Availability	No Single-Point-of-Failure architecture and associated components should be provided	
3.1.1		The solution should support VM on HA configuration	
3.2.0	Licensing	The proposed Backup software must offer host based / CPU based licensing with no restrictions on type of arrays (protecting heterogeneous storage technologies), front end production capacity or backend backup target capacity for virtual or physical servers. Licenses and associated hardware should be supplied for DC, DR DC & ROBO as required.	
3.2.1	Application awareness	Backup software should be totally agentless but should support application aware backups for MS SQL, Oracle, Exchange transaction logs with non-staged granular recovery of all these applications. It should support crash consistent VM level backup for all other workloads.	
3.2.2	Hardware Agnostic	Backup software should be Hardware Agnostic software and it should support any type of storage for storing backups on disk and yet support de-duplication on the storage targets quoted. It should be able to backup data to tapes as well for long term retention.	

Sl.	Category	Technical Requirements – Backup, Recovery & Replication	Complied (Yes/No)
3.2.3	Granular recovery	Backup software should support file level recovery from an image level backup of Windows/Linux guest file systems.	
3.2.4		Backup software should provide Recovery of Application Items, File, Folder and Complete VM recovery capabilities from the image level backup (irrespective of the source size) within 15Mins RTO.	
3.2.5	VM replication	Replication in the software should be a VM level replication and must replicate the VM level data with or without backing it up at the source site. It should also include failover and failback capabilities and should be able to perform automatic acquisition of network addresses at the destination site.	
3.2.6	Unified console operation	Backup software should provide Backup and Replication capabilities in one console only.	
3.2.1	Encryption, WAN optimization	The software should be Network-efficient, Secure backup data replication with variable-length encryption at the source, along with compression and encryption to ensure that backups are optimized for WAN transmission. This should be ensured without need of any other 3rd party WAN Accelerator requirements.	
3.2.1		The proposed backup solution must support at least AES 256-bit encryption capabilities for Data-in-Rest, Data-in-Transfer support	
	Tape library	Should support tape mirroring of the same job running concurrently with primary backup.	
		Should allow creating tape clone facility after the backup process.	
3.2.1	Recovery verification	Backup software must have a feature of data validation, whereby a workload is powered-on in a sandbox environment and tested for its recoverability.	
3.2.1		Recovery verification should automatically boot the server from backup and verify the recoverability of VM image, Guest OS and Application Consistency.	

Sl.	Category	Technical Requirements – Backup, Recovery & Replication	Complied (Yes/No)
3.2.1	API Integration	Should provide RESTful API for integration with 3 rd party Enterprise applications	
3.2.1	Unified management console	Should provide Enterprise level unified Dashboard 'Single-pane-of-glass-monitoring and management' from central site for all ROBO units. All ROBO sites backup servers' status should be available from single unified dashboard at central site.	
3.2.1	Replication on offline connectivity	Should support auto ROBO replication with central site on restoration of network without any manual intervention	
3.2.1		Recovery of ROBO sites from central backup at data center should be supported with zero-touch at ROBO. Take backup of ROBO sites locally and then replicate it to central location	

Section-C – **Global Server Load Balancer (GSLB)**

Sl.	Parameters	GSLB – Technical Requirements	Complied (Yes/No)
1.0	Platform	Must be a software based which should be compatible to VMware, KVM, Microsoft hypervisors	
1.1		It should be a full proxy architecture and must perform reverse proxy for inside applications for HTTP/HTTPs, PCoIP and DNS	
1.2		Should have full support IPv6. It should support all IPv6 scenarios: (a) IPv4 on the inside and IPv6 on the outside (b) IPv6 on the inside and IPv4 on the outside (c) IPv6 on the inside and outside	
1.3		The solution must support to Separate Routing context for LLB (outside Perimeter) and for SLB (at DMZ) with default deny (firewall) security	
1.4		OS should be default deny and should be certified by ICSA	
1.5		Should support L3-L4 DDoS mitigation and Behavioral DDoS attack mitigation from same appliance as and when required with license upgrade	
2.0	Performance	Platform should have throughput of minimum 1 Gbps	
2.1		Should support configurable TCP/IP queuing and buffering	
2.2		It should support minimum 5000 SSL TPS on ECC	
3.0	Link Load Balancing	Should have Domain Names as Regular Expressions - Allows a large number of related domains to be grouped as a single object with minimal complexity	
3.1		Should be able to provide inbound load balancing using DNS mechanism where the load balancer replies the DNS responses as	

Sl.	Parameters	GSLB – Technical Requirements	Complied (Yes/No)
		per the link availability and load balancing policy and load on each link	
3.2		Should be intelligent to handle multiple link of different capacity and able to utilize the same accordingly	
3.3		System should support dynamically redirecting traffic via the best performing link.	
3.4		System should support setting a priority for each type of traffic.	
3.5		Should support Geolocation based load balancing	
3.6		Should support the following Link Load balancing algorithms: (a) Round robin (b) Link Active / Backup (c) Based on Geography of client (d) Least connections (e) Packets per second (f) Round trip time (g) Hops (h) Dynamic ratio (j) Ratio	
3.7		Must support resolution for A, AAAA, A6 ,CNAME, DNAME, HINFO, KEY, MX, NS, NXT, PTR, SIG, SOA and SRV queries to LLB	
3.8		Must support DNSSEC with auto key failover	
3.9		Should have native DNS64 functionality, without scripting	
3.10		Should have the capability to log full DNS request internally and externally	
3.11		Should support persistency based on TTL, CIDR (IPv4 and IPv6)	

Sl.	Parameters	GSLB – Technical Requirements	Complied (Yes/No)
3.12		Should have DNS persistence synchronization between HA pair	
3.13		GSLB - query load information to third party load balancer at remote sites	
3.14		As a Global Load Balancer appliance should support: (a) DNS filtering (b) DNS query limit (c) Automatic detection of DNS flood	
4.0	Device Administration	Should provide HTTPS interface management for administering the device	
4.1		Should provide SSH interface management for administering the device	
4.2		Should provide troubleshooting and traffic analysis tool like tcpdump	
4.3		Should support role based admin access with roles like no access, Guest, Operator, Application editor, Resource Administrator and Administrator	
4.4		Should have a live dashboard with graphical reporting (a) CPU Usage (b) Memory Usage (c) Connections Statistics (d) Throughput Statistics (e) Virtual Server Status (f) Pool Status (g) Node Status	
4.5		Should provide historical graphical reporting for the last 30 days on appliance itself	
4.6		Should have a built-in tool to take a snapshot of the unit for troubleshooting and analysis purpose	
4.7		Vendor should provide a service to upload this snapshot and get feedback on the health	

SI.	Parameters	GSLB – Technical Requirements	Complied (Yes/No)
		of the unit & missing Hotfixes and best practices	
5.0	High Availability	Should have active-active and active-backup high availability with TCP/IP connection mirroring as well as SSL ID mirroring. Hence old connection should not fail or forced for SSL renegotiation.	
5.1		Should have transparent failover between 2 devices, the failover should be transparent to other networking devices	
5.2		Should support network based failover for session mirroring, connection mirroring and heartbeat check	
5.3		Should support config autosync, manual sync to and from active and backup unit	
5.4		Should support the feature to force the active device to standby and back to active state; or force a device to offline mode	
5.5		Should support MAC masquerading	
6.0	Reporting Features	Should have a Reporting Engine built-in	
6.1		Should support High Speed Logging to a syslog server	
6.2		Support for customized logging through scripts to log any parameter from L3 to L7, like Geolocation, IP addresses, client browser, client OS, etc..	
6.3		Should support integration with SIEM tools like ArcSight and Splunk	
6.4		Should have a log publisher to publish logs to multiple log destinations for the same application (or virtual server)	
6.5		Should have a filtering capability before publishing to a log destination	

Sl.	Parameters	GSLB – Technical Requirements	Complied (Yes/No)
7.0	Others	OEM should be listed in Gartner Magic quadrant for Application Delivery Controller, at lease for past 3 years consecutively	
7.1		OEM should provide regular updates to geolocation database from their public downloads website	
7.2		OEM must have cloud ready program for AWS, Azure, Google, Dimension Data, Blueblock, Rackspace, Revera etc..	

Section-D **Application Delivery Controller (ADC)**

Sl.	Parameters	ADC - Technical Requirements	Complied (Yes/No)
1.0	Platform	It should be a full proxy architecture and must perform reverse proxy for inside applications	
1.1		Should have full support IPv6. It should support all IPv6 scenarios: (a) IPv4 on the inside and IPv6 on the outside (b) IPv6 on the inside and IPv4 on the outside (c) IPv6 on the inside and outside	
1.2		Should support VLAN, LACP & Trunking	
1.3		Appliance should support minimum throughput of 3 Gbps	
1.4		The solution must support to Server Load Balancing along with protection from web based attacks	
1.5		Should have an option to offload SSL functionality to a dedicated hardware/Appliance of same OEM	
2.0	Performance	Platform should have minimum throughput of 60 Gbps	
2.1		Should have capability to support up to 10 Million Concurrent Connections	
2.2		Should have 3400 TPS, where TPS = Only one HTTP transaction over each new SSL handshakes per second, without session reuse and using a 2048 bit key SSL Certificate	
2.3		Should have 18000 SSL TPS, using a ECC SSL Certificate	
2.4		Should have compression throughput of minimum 2.7 Gbps	
2.5		Should support configurable TCP/IP queuing and buffering	

Sl.	Parameters	ADC - Technical Requirements	Complied (Yes/No)
3.0	Server Load Balancing	Should have application delivery features such as layer 7 load balancing, layer 7 content switch, caching, based SSL offload and server side compression	
3.1		Should have capability to monitor the applications using intelligent application level monitors which can be system defined, internal or external executable scripts	
3.2		Should be able to tune monitoring frequency and time automatically when server is available for long time, this is to avoid monitoring load on server	
3.3		Should have 2048 and 4096 bit key for SSL certificate support	
3.4		Should have capability to support ECC, RSA and ECC+RSA (Hybrid) Certificates for SSL offload	
3.5		Should provide static and dynamic load balancing algorithms such as round robin, weighted round robin, fastest, predictive and observed	
3.6		Should be application aware and provide Full Proxy for protocols such as HTTP, HTTPS, FTP, SIP, DNS, Diameter, RADIUS etc.	
3.7		Should support inspection of SSL traffic for reverse proxy and forward proxy deployment. Should also support ICAP interface for integration with external security systems.	
3.8		Should support IoT Device authentication over SSL and MQTT Message parsing and MQTT load balancing.	
3.9		Should have HTTP 2.0 gateway in environment where the client to load balancer traffic is HTTP 2.0 and from load balancer to server is normal HTTP 1.1	
4.0	Security	Should be an ICSA certified	

Sl.	Parameters	ADC - Technical Requirements	Complied (Yes/No)
4.1		WAF should have positive and negative security model and also perform application layer encryption to protect user identity.	
4.2		The proposed WAF should be equipped with a set of pre-built application specific security policies that provide out-of-the-box protection for common applications	
4.3		The proposed solution should have a dynamic policy builder engine, which is responsible for automatic self-learning and creation of security policies. It should automatically build and manage security policies around newly discovered vulnerabilities without manual intervention.	
4.4		The proposed solution should defend against the OWASP Top 10 Vulnerabilities	
4.7		It should have capability to automatically analyse attacks like Brute Force and avail CAPTCHA on the fly to users to identify bot / scripted attacks	
4.8		It should have Proactive BOT defence and must have BOT signatures	
4.9		It must be able to detect the presence of Remote Access Trojans (RATs) residing in the user's web browser.	
4.10		It should perform comprehensive countermeasure to protect against zero day attack, Challenge – Response Mechanism, which should be able to detect and protect attacks in real time through inbuilt Captcha Mechanism	
4.11		It should encrypt the sensitive field in the application in real time as compared to being encrypted after a submit button or equivalent being pressed	
4.12		It should be able to protect Cookie Poisoning and Cookie Tampering.	

SI.	Parameters	ADC - Technical Requirements	Complied (Yes/No)
4.13		Should have automatic detection of heavy URLs and protect against BOT attacks to those URLs	
4.14		Should support signature staging after update – so that newly added signature to a policy in block mode does not break the application. If needed this can be disabled.	
5.0	Device Administration	Should provide HTTPS interface management for administering the device	
5.1		Should provide SSH interface management for administering the device	
5.2		Should provide troubleshooting and traffic analysis tool like tcpdump	
5.3		Should support role based admin access with roles like no access, Guest, Operator, Application editor, Resource Administrator and Administrator	
5.4		Should have a built-in tool to take a snapshot of the unit for troubleshooting and analysis purpose	
5.5		Vendor should provide a service to upload this snapshot and get feedback on the health of the unit & missing Hotfixes and best practices	
6.0	High Availability	Should have active-active and active-backup high availability with TCP/IP connection mirroring as well as SSL ID mirroring. Hence old connection should not fail or forced for SSL renegotiation.	
6.1		Should have transparent failover between 2 devices, the failover should be transparent to other networking devices	
6.2		Should support network based failover for session mirroring, connection mirroring and heartbeat check	
6.3		Should support config autosync, manual sync to and from active and backup unit	

Sl.	Parameters	ADC - Technical Requirements	Complied (Yes/No)
6.4		Should support the feature to force the active device to standby and back to active state; or force a device to offline mode	
6.5		Should support MAC masquerading	
7.0	Reporting Features	Should have a Reporting Engine built-in	
7.1		Should support High Speed Logging to a syslog server	
7.2		Support for customized logging through scripts to log any parameter from L3 to L7, like Geolocation, IP addresses, client browser, client OS, etc..	
7.3		Should support integration with SIEM tools and support minimum of ArcSight and Splunk products	
7.4		Should have a log publisher to publish logs to multiple log destinations for the same application (or virtual server)	
7.5		Should have a filtering capability before publishing to a log destination	
8.0	Others	OEM should be listed in Gartner leader quadrant for ADC for last 3 years consecutively	

Appendix-'B'
(Refer to Para-5 of RFP)

Company letter head

[Date]

The Director General
{for D(IT) }
Directorate of IT, Coast Guard Headquarters
New Delhi – 110 001

Dear Sir,

SUB: DESIGN, DEVELOPMENT, IMPLEMENTATION AND SUPPORT FOR SOFTWARE DEFINED DATA CENTER (SDDC) ALONG WITH BACKUP/RECOVERY/ REPLICATION - INDIAN COAST GUARD

1. Refer to your RFP No. CGHQ/IT/DCDR-SDDC/2018-19 dated ___Feb 2018.
2. This is to notify you that our company intends to submit a proposal for "Design, development, implementation and support for Software Defined Data Center (SDDC) along with Backup, Recovery & Replication".
3. Primary and Secondary contacts for our company are:

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

4. We confirm that the information contained in this response as per **Annexure-1 of Appendix-'B'** or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to the Indian Coast Guard is true, accurate, verifiable and complete.

Dated this Day of 2018

(Signature) (In the capacity of)

Duly authorized to sign

Sincerely,

[SYSTEM INTEGRATOR'S NAME]

Name

Title

Signature

Date

(Name and Address of Company) Seal/Stamp of System Integrator

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am of the, and that who signed the above response is authorized to bind the corporation by authority of its governing body.

Date

(Seal here)

Annexure-1 of Appendix-'B'

(Refer to Para-5 of RFP, Para-4 of Appendix-B)

CHECKLIST & INDEX OF BID

1. RFP with enclosures

Sl.	Details	Bid Page No.	Check (Yes/No)
(a)	Bid submission covering letter (<i>Appendix-'B'</i>)		
(b)	Technical Bid with Covering letter. Covering letter &EMD to be placed inside sealed cover (<i>Appendix-'C'</i>)		
(c)	RFP acknowledgement & compliance (<i>Copy of RFP duly signed on each page</i>)		
(d)	Technical Compliance (<i>Appendix-'D'</i>)		
(e)	Technical Solution document. Should include Commercial Bid without cost (<i>Appendix-'F'</i>) along with detailed breakdown as per <i>Annexure-1 of Appendix-'F'</i> .		
(f)	Bill of Material & Sizing of Solution sheet(<i>Annexure-II of Appendix-'D'</i>)		
(g)	Commercial Bid (<i>Appendix-'F'</i>) with Covering letter(<i>Appendix-'E'</i>). Covering letter to be placed inside sealed cover along with bid.		

2. Technical Brochures/ Data Sheets/ Manuals

Sl.	Technical Brochures/ Data Sheets/ Manuals	Bid Page No.	Check (Yes/No)
(a)	Brochure & Datasheet of Software		
(b)	<i>Any other documents as required</i>		

3. List of Enclosures

Sl.	Appendix Description	Bid Page No.	Check (Yes/No)
(a)	Technical Offer with EMD, if applicable(In separate sealed cover)		
(b)	Commercial Offer (In separate sealed cover)		

Note:

- (a) The check list as above is to be fully completed and enclosed along with the bid covering letter along with technical bid.
- (b) The technical bid shall, additionally, consist of the following documents in the sequence given below: -
 - (i) Index page indicating the technical bid contents with appropriate page numbers.
 - (ii) Deviations, assumption and exclusions from Scope of Work.
- (c) In case necessary documentary proofs are not enclosed the firm would be rejected during Technical Evaluation.

Signature with date & Stamp of Firm

Appendix-'C'

Covering letter format for Technical Bid

(Company letter head) [Date]

To

The Director General
{for D(IT) }
Directorate of IT, Coast Guard Headquarters
New Delhi-110 001

Dear Sir,

SUB: DESIGN, DEVELOPMENT, IMPLEMENTATION AND SUPPORT FOR SOFTWARE DEFINED DATA CENTER (SDDC) ALONG WITH BACKUP/ RECOVERY/ REPLICATION - INDIAN COAST GUARD

1. Refer to your RFP No. CGHQ/IT/DCDR-SDDC/2018-19 dated ___ Feb 2019.
2. Having examined the bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for "Design, development, implementation and support for Software Defined Data Center (SDDC) along with Backup, Recovery & Replication - Indian Coast Guard" as required and outlined in the RFP for Indian Coast Guard. To meet such requirements and provide such services as required are set out in the bid document.
3. We attach hereto the bid technical response as required by the bid document as per format in **Appendix-'D'**, which constitutes our proposal. We undertake, if our proposal is accepted, to provide all the functional and non functional requirements of the solution put forward in Part II of the RFP or such features as may subsequently be mutually agreed between us and Indian Coast Guard or its appointed representatives. We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of SIX (06) MONTHS from the date of submission of bids and it shall be valid proposal till such period with full force and virtue. Until within this period a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and Indian Coast Guard.
4. We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to Indian Coast Guard is true, accurate and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead Indian Coast Guard as to any material fact.

Appendix-'D'
(Refer to Para-3 of Appendix-C)

TECHNICAL COMPLIANCE SHEET

(*Note: Vendor to upload duly ink-signed copy of RFP alongwith technical compliance sheet. Details of following RFP clauses as per RFP issued by this Office*)

Sl.	RFP Clause	RFP Requirement	Compliance (Yes/No), deviations if any
01.	RFP Covering letter, Para-1 to 7	Covering letter for RFP No. CGHQ/IT/DCDR-SDDC/2018-19 dated ___ Feb 2019 of Coast Guard Headquarters, New Delhi	
02.	Part-I of Encl.-I:- General Information		
(a)	Para-1	Last date and time for depositing the Bids	
(b)	Para-2	Manner of depositing the Bids	
(c)	Para-3	Time and date for opening of Bids	
(d)	Para-4	Address of Submission of EMD	
(e)	Para-5	Place of opening of the Bids: [DIT,CGHQ, New Delhi]	
(f)	Para-6	Two-Bid system	
(g)	Para-7	Forwarding of bids	
(h)	Para-8	Clarification regarding contents of the RFP	
(j)	Para-9	Modification and Withdrawal of bids	
(k)	Para-10	Clarification regarding contents of the bids	
(l)	Para-11	Rejection of Bids	
(m)	Para-12	Unwillingness to Quote	
(n)	Para-13	Validity of Bids	
(p)	Para-14	Earnest Money Deposit	
03.	Part II – Essential Details of Items/Services required		
(a)	Para-1	Schedule of Requirements.	
(b)	Para-2	Technical Details. Detailed compliance submitted as per Appendix-'A' .	
(c)	Para-3	Two bid system	
(d)	Para-4	Delivery Period	
(e)	Para-5	INCOTERMS for Delivery and Transportation	
(f)	Para-5	Consignee Details	
04.	Part III – Standard Conditions		

Sl.	RFP Clause	RFP Requirement	Compliance (Yes/No), deviations if any
(a)	Para-1	Law	
(b)	Para-2	Effective Date of the Contract	
(c)	Para-3	Arbitration	
(d)	Para-4	Penalty for use of Undue influence	
(e)	Para-5	Agents / Agency Commission	
(f)	Para-6	Access to Books of Accounts	
(g)	Para-7	Non-disclosure of Contract documents	
(h)	Para-8	Liquidated Damages	
(j)	Para-9	Termination of Contract	
(k)	Para-10	Notices	
(l)	Para-11	Transfer and Sub-letting	
(m)	Para-12	Patents and other Industrial Property Rights	
(n)	Para-13	Amendments	
(p)	Para-14	Taxes and Duties	
(q)	Para-15	Pre-Integrity Pact Clause	
05.	Part IV – Special Conditions		
(a)	Para-1	Performance Guarantee	
(b)	Para-2	Option Clause	
(c)	Para-3	Repeat Order Clause	
(d)	Para-4	Tolerance Clause	
(e)	Para-5	Payment Terms for Indigenous Sellers	
(f)	Para-6	Payment terms for Foreign Sellers	
(g)	Para-7	Advance Payments	
(h)	Para-8	Paying Authority	
(j)	Para-9	Fall clause	
(k)	Para-10	Exchange Rate Variation Clause	
(l)	Para-11	Risk & Expense clause	
(m)	Para-12	Force Majeure clause	
(n)	Para-13	Buy-Back offer	
(p)	Para-14	Specification	
(q)	Para-15	OEM Certificate	
(r)	Para-16	Export License	
(s)	Para-17	Earliest Acceptable Year of Manufacture	
(t)	Para-18	Buyer Furnished Equipment	
(u)	Para-19	Transportation	
(v)	Para-20	Air lift	
(w)	Para-21	Packing and Marking	

Sl.	RFP Clause	RFP Requirement	Compliance (Yes/No), deviations if any
(x)	Para-22	Quality	
(y)	Para-23	Quality Assurance	
(z)	Para-24	Inspection Authority	
(aa)	Para-25	Pre-Dispatch Inspection	
(ab)	Para-26	Joint Receipt Inspection	
(ac)	Para-27	Franking clause	
(ad)	Para-28	Claims	
(ae)	Para-29	Warranty	
(af)	Para-30	Product Support	
(ag)	Para-31	AMC Clause	
(ah)	Para-32	ESP Clause	
(aj)	Para-33	PV Clause	
06.	Part V – Evaluation Criteria & Price Bid issues		
(a)	Para-1	Evaluation Criteria	
(b)	Para-2	Price Bid Format	

Annexure-I to Appendix-'D'
(Refer to Para-3(a) & (b) of Appendix-'D')

SCHEDULE OF REQUIREMENT & TECHNICAL SPECIFICATION COMPLIANCE

SL.	QR Requirement	QR Specification	Compliance (Yes/ No). Deviations, if any.
01.	Schedule of Requirements <i>(Para-1, Part-II of RFP)</i>	Design, development, implementation, supply and support for Software Defined Data Center (SDDC) along with Backup, Recovery & Replication software and associated hardware	
02.	Vendor Requirement <i>(Para-2, Part-II of RFP)</i>	(a) <u>Technical Specifications</u> : - Design, Development, Implementation and Support for Software Defined Data Center (SDDC) along with Backup/ Recovery/ Replication (b) <u>Vendor qualification criteria</u> : - (i) Authorised reseller of OEM. (ii) Should have Manufacture Authorisation Form (MAF) certificate specific to Coast Guard as issued by OEM.	

Covering letter format for Commercial Bid.

Company letter head

[Date]

The Director General
{for D(IT) }
Directorate of IT, Coast Guard Headquarters
New Delhi – 110 001

Dear Sir,

**SUB: PROCUREMENT OF HARDWARE AND SOFTWARE FOR ENHANCE THE
CAPABILITY OF INTERIM DATA CENTRE (IDC) AND INTERIM DISASTER
RECOVERY DATA CENTRE (IDR) AS SOFTWARE DEFINED DATA CENTRE
(SDDC) ALONG WITH BACKUP, RECOVERY & REPLICATION
- INDIAN COAST GUARD**

1. Refer to your RFP No. CGHQ/IT/DCDR-SDDC/2018-19 dated ___ Feb 2019.
2. Having examined the bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for "Design, development, implementation, supply and support for Software Defined Data Center (SDDC) along with Backup, Recovery & Replication - Indian Coast Guard" as required and outlined in the RFP for Indian Coast Guard. To meet such requirements and provide such services as required are set out in the bid document.
3. We attach hereto the bid of commercial response as required by the bid document, which constitutes our proposal. We undertake, if our proposal is accepted, to provide all the functional and non functional requirements of the solution put forward in Part II of the RFP or such features as may subsequently be mutually agreed between us and Indian Coast Guard or its appointed representatives. We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of SIX (06) MONTHS from the date of submission of bids and it shall be valid proposal till such period with full force and virtue. Until within this period a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and Indian Coast Guard.
4. We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to Indian Coast Guard is true, accurate and complete. This proposal

includes all information necessary to ensure that the statements therein do not in whole or in part mislead Indian Coast Guard as to any material fact.

5. We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.

6. The soft-copies of the proposal submitted by us and the related addendums and other documents including the changes made to the original tender documents issued by Indian Coast Guard, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

7. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ 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 **Feb 2019**

(Signature)

(In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of: (Name and Address of Company) Seal/Stamp of SI

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am of the and that who signed the above Bid is authorized to bind the company, pursuant to the resolution passed in the meeting of Board of Directors of the company _____(date).

Date

(Seal here)

Encl: Commercial Bid as per **Appendix-'F'** of RFP

COMMERCIAL-BID FORMAT

1. Item/ service bill of material (Package-II)

Item ID	Description	Qty.	Unit	Make & Model	Unit Price(Rs)	Total w/o Tax	GST Rate	Total
	(A) UPGRADATION OF HPE STORAGE, SERVERS							
A-01	Blade servers on HPE C7000/ C3000, Dual Processor, 16 Core, 2.4GHz, 512 GB memory, 2TB SSD in RAID-10 Storage. All required accessories for HA including provisioning/ upgrading of L3 switches.	1	No.	HPE BL460C G10				
A-02	Upgradation of HPE BL460C G9 with 1 TB RAM from 256 GB existing RAM	4	Set	HPE BL460C G9				
A-03	Port Licenses (12 Ports) HPE SAN Switch Model: HPE SN3000B along with 16 GB SFP+ SW Trans-receiver	2	No.	HPE SN3000B				
A-04	Upgradation of HPE 3PAR Storage, 5TB SAS on RAID-10	1	No.	HPE 3PAR 7200				
A-05	Extension of warranty & support for SAN Storage, HPE 3PAR 7400	1	No.	HPE 3PAR 7200				
A-06	Extension of warranty & support for HPE Blade Enclosure with Servers, HPE C7000 (01 No.), HPE	1	No.	HPE C7000				

Item ID	Description	Qty.	Unit	Make & Model	Unit Price(Rs)	Total w/o Tax	GST Rate	Total
	BL460C G8 (08 Nos.), 03 Yrs							
A-07	Extension of warranty & support for HPE Blade Enclosure with Servers, HPE C3000 (01 No.), HPE BL460C G8 (04 Nos.), 03 Yrs	2	No.	HPE C3000				
	(B) SUPPLY, INSTALLATION & COMMISSIONING							
B-01	Virtual SD-WAN with 03 year product warranty, Perpetual including installation	1	No.	VMware NSX-WAN				
B-02	Backup, recovery & replication of Oracle VM-17 Nos., and Bare Metal Server-05 Nos. with instant-recovery and sandboxing of applications. CPU Perpetual license with 03 year product warranty including installation	22	No.	Veeam Agents new licenses				
B-03	Application Delivery Controller with GSLB, ALB and WAF. Throughput of minimum of 250 Mbps at DC & DR, HA in DC. Perpetual license with 03 year product warranty with installation	2	No.	F5				
B-04	03 Month onsite support post-golive with Virtualization certified engineer as handholding	1	No.	SI				
	Grant Total							

Grant Total of Rs. _____ **(Rupees** _____
only) exclusive of taxes.

Grant Total of Rs. _____ **(Rupees** _____
only) inclusive of taxes.

Note:

(a) **L1 shall be decided on overall basic cost (exclusive of taxes) separately for Package-II(A): Supply, integration of HPE hardware and Package-II(B): Integration, implementation and support of Backup & Recovery Software, SD-WAN Software, ADC with GSLB.**

(b) Individual taxes need to be added as separate columns.

(c) Taxes mentioned in the format are indicative only, and vendor need to mention taxes as applicable at the time of bidding.

(d) Provide detailed line item for each 'Item ID' as required by the Buyer

(e) Commercial Bid along with detailed breakdown details as per Annexure-1 without cost details to be submitted as part of Technical Solution under Technical Bid

Annexure-1 to Appendix-'F'

Detailed breakdown Bill of Material/Services

(To be submitted with Technical Solution as part of Technical Bid without Cost & Sealed cover separately along with Commercial Bid with breakdown cost)

Sl.	Item ID	Detailed Description of OEM items	Qty.	Unit	Make & Model with Part No.	Unit Price (Rs)	Total w/o Tax	GST	Total with Tax	Total
1	A-01		1	No.						
2	A-01		1	No.						
3	A-03	<i>(Any other items as required)</i>	0	No.	<i>Make as applicable</i>					

Note:-

- (a) 'Item ID' as per para-1 of Appendix-'F'
- (b) Line item should be as per OEM description along with respective 'Part No/ Code'
- (c) Detailed breakdown format should be submitted with details excluding cost details as part of Technical Solution under Technical Bid
- (d) Detailed breakdown of items/ services should be concurred by respective OEM and an email/ letter from OEM should be furnished with Technical Solution

ABBREVIATIONS & TERMINOLOGY

1. **Abbreviations**

ABBREVIATION	ABBREVIATION DESCRIPTION
AD	: Active Directory
ATS	: Annual Technical Support
Bidder	: Vendor who participated in tender issued by ICG
BPEL	: Business Process Execution Language
BPM	: Business process management
BPMN	: Business Process Model and Notation
Buyer	: Indian Coast Guard
CAL	: Client Access License
CDA(N)	: Controller of Defence Account (Navy)
CGHQ	: Coast Guard Headquarters, New Delhi
COTS	: Commercially-Off-The-Shelf software
DISHA	: Digital Infrastructure Services for Hosting Applications.
EAI	: Enterprise Application Integration
EMS	: Electronic Mail System
GPON	: Gigabit Passive Optical Network
HA	: High-Availability
HQ.	: Headquarter
IC4	: ICG Cyber Command and Control Center
ICG	: Indian Coast Guard
IDC	: ICG Interim Data Center
IDR	: ICG Disaster Recovery Data Center
IPADS	: Integrated Pay And Disbursement System (IPADS)
ISP	: Internet Service Provider, who provide internet services
MAF	: Manufacture Authorisation Form

ABBREVIATION	ABBREVIATION DESCRIPTION
NAS	: Network Access Storage
NETRA	: ICG Network of Tatrakshak Applications framework
NOC	: Network Operations Center
OEM	: Original Equipment Manufacturer
PCDA(N)	: Principle Controller of Defence Accounts (Navy)
RHQ	: Coast Guard Regional Headquarters
SAN	: Storage Area Network
SDOT	: ICG Software Development and Overseeing Team
SI	: System Integrator
SIMHA	: ICG Secured Integrated Management for Hosting Applications (SIMHA)
SOC	: Security Operations Center
SOW	: Scope of Work
TSP	: Telecom Service Provider

2. Terminology

TERMINOLOGY	TERMINOLOGY DESCRIPTION
ATS	: Annual Technical Support, provided by OEM for patches, upgrades, remote support etc.
Bidder	: Vendor who participated in tender issued by ICG
Buyer	: Indian Coast Guard
CDA(N)	: Controller of Defence Account (Navy). Sub-ordinate offices of PCDA(N) located at various places of India.
CGHQ	: Coast Guard Headquarters, New Delhi
COTS	: Commercially-Off-The-Shelf software. To qualify as COTS software, product should have 10 years of maturity, atleast 03 certified support partners in India each having atleast 01 current client, product having atleast 10 current deployments, product to have dedicated support portal with datasheets/user manuals/ API manuals/admin manuals/ patches and published roadmap for next 05 years.
DISHA	: Digital Infrastructure Services for Hosting Applications. A project of Coast Guard to deploy managed IT infrastructure.
EMS	: Electronic Mail System

TERMINOLOGY	TERMINOLOGY DESCRIPTION
HA	: High-Availability. A configuration to provide maximum availability of IT infrastructure & services.
IC4	: ICG Cyber Command and Control Center. It monitors and manages all aspects of ICG IT Operations including NOC, SOC, Cloud, Application Support and Service Desks. IC4 to operate 24x7x365.
IPADS	: Integrated Pay And Disbursement System (IPADS). It is envisaged to automate the Pay and Allowances of ICG personnel including online submission of Genforms, claims and various forms affecting IPA (Individual Pay Account). The IPADS shall act as centralized accounting system for pay related activities at PCDA (N), all CDAs, and management of personnel related activities at RHQs, CGHQ and Buvik.
ISP	: Internet Service Provider, who provide internet services
NETRA	: ICG Network of Tatrakshak Applications framework. Mother IT Framework provide end-to-end IT automation in ICG. It envisages five core domains including ERP for cradle-to-grave asset lifecycle of Acquisition/ Maintenance/ Logistics/ Finance/ HR, Non-ERP for office automation, IT infrastructure, Information Security and ICG Dashboard to provide high-level executive view.
PCDA(N)	: Principle Controller of Defence Accounts (Navy). Defence accounting office for Indian Navy & Indian Coast Guard located at Mumbai.
SDOT	: ICG Software Development and Overseeing Team. Nodal institution under Directorate of IT, CGHQ responsible for overall software development to ensure compliance to ICG standards. SDOT shall act as Single-Point-of-Contact (SPOC) for all software projects.
Seller	: Vendor who participated in tender and issued supply/ work order by ICG
SI	: System Integrator. Bidder who is issued with work order to implement involving multifaceted implementations/ provisioning of turn-key projects at ICG
SIMHA	: Coast Guard unified middleware software platform standard framework Secured Integrated Management for Hosting Applications (SIMHA)
SOC	: Security Operations Center. Monitors & manages all information security aspects of ICG. It is implemented as part of IC4.
TSP	: Telecom Service Provider, who provide various telecom related services including MPLS, Leased Line & VSAT

(Note: All abbreviations & terminology are within context of Coast Guard unless otherwise explicitly mentioned)

Instructions for Online Bid Submission:

1. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

2. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

3. **Registration**

(a) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.

(b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

(c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

(d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

(e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

(f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

4. **Searching for tender documents**

(a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

(b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

(c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

5. **Preparation of bids**

(a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

(b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

(c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

(d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

6. **Submission of bids**

(a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

(b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

(c) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

(d) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

(e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder

should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

(f) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

(g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(j) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

(k) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

7. **Assistance to bidders**

(a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

(b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.