



Tender for Infra Procurement for GST System Project

GOODS AND SERVICES TAX NETWORK (GSTN)

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SECTION – I
NOTICE INVITING TENDER (NIT)

Ref. No.: GSTN/P&C/IT/Capex CBIC/02-2024/P-24
To,

Date: 13.03.2024

Sub: Invitation of sealed quotation for “Infra procurement for GST System Project”

1. Goods and Services Tax Network (GSTN) is a Section 8 company (under The Companies Act 2013). The Company has been set up primarily to provide IT infrastructure and services to the Central and State Governments, tax payers and other stakeholders for implementation of the Goods and Services Tax (GST).
2. Goods and Services Tax Network (GSTN) invites sealed bids, from eligible bidders for **‘Infra Procurement for GST System Project’**.
3. Bidder may download the RFP documents from the web site www.gstn.org.in & CPPP Portal <https://eprocure.gov.in/epublish/app> and submit their bids by utilizing the downloaded document.
4. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organization, the bids will be received/opened on the next working day at the appointed time.
5. GSTN takes no responsibility for delay, loss or non-receipt of bid documents sent by post either way.
6. Bidders shall ensure that their bids, complete in all respects, are submitted on or before the closing date and time indicated in the key details, failing which the bids will be treated as late and rejected.
7. GSTN reserves the right to accept or reject any or all of the bids in full or in part including the lowest bid without assigning any reasons or incurring any liability thereof.

For Goods and Services Tax Network

Dr. Shilohu Rao
Sr. Vice President (P&C)

Key Details

Tender reference No.	GSTN/P&C/IT/Capex CBIC/02-2024/P-24
Tender Details	Infra procurement for GST System Project
Tender Type	Open Tender
Place of availability of Tender Document	<p>Web site of GSTN: http://www.gstn.org.in & CPPP Portal: https://eprocure.gov.in/epublish/app</p> <p><i>Any further amendment to Tender document will placed on website only</i></p>
Pre-bid Meeting details	<p>27th March, 2024 at 1130 hrs. at GSTN office</p> <p>Note: Clarifications to be submitted as per format in Annexure-VII and minimum 03 (Three) working days prior to pre-bid meeting in excel format through e-mail only. Queries submitted after stated deadline shall not be considered.</p> <p>To join pre-bid meeting at GSTN office, the representative (01 No.) of bidders are requested to carry their company I-card/ Authorization letter (on Company's letter head) for attending the meeting. Without Company I-Card/Authorization letter, no bidder will be allowed to attend the bid opening meeting.</p>
Last date & time for submission of Tender	<p>03rd April, 2024 at 1500 hrs at Goods And Services Tax Network</p> <p>"East wing, 4th floor, World Mark -1, Aerocity, New Delhi - 110037.</p>
Place of Tender opening	<p>Goods And Services Tax Network</p> <p>"East wing, 4th floor, World Mark -1, Aerocity, New Delhi - 110037.</p>
Tender Opening details	<p>Bids shall be Opened on 03rd April, 2024 at 1530 hours at GSTN office.</p> <p>Note: To join bid opening at GSTN office, the representative (01 No.) of bidder is requested to carry their company I-card / Authorization letter (on Company's letter head) for attending the bid opening meeting. Without Company I-Card/Authorization letter, no bidder will be allowed to attend the bid opening meeting.</p>
Opening of Financial/Commercial bids	<p>The date of opening of financial bids will be informed separately to successful bidders after technical evaluation of bids and only those bids will be opened which are technically responsive.</p>

Method of Selection	Least Cost Selection (LCS)
Earnest Money Deposit (EMD)	<p><u>Rs.1,17,00,000/- (Rupees One Crore and Seventeen Lakhs only)</u></p> <p>The EMD shall be in the form of an irrevocable Bank Guarantee/Demand Draft issued by a Nationalized bank, or a Scheduled bank in India in favour of Goods and Services Tax Network (GSTN) payable at New Delhi and should be valid for a period of forty-five days beyond the bid validity period. GSTN shall not be liable to pay any interest on the EMD. The EMD of unsuccessful bidders will be refunded by GSTN at the earliest post signing of agreement and submission of the Performance Bank Guarantee (PBG) by the successful bidder. The EMD of successful bidder to whom a contract is awarded will be returned after the said bidder provides the PBG. Please refer Section III for more details.</p>
Envelope & Dispatch Details	<p>The bidders must submit the bids under 2 bids system , i.e. <u>Envelope-I:</u></p> <ul style="list-style-type: none"> (a) Earnest Money Deposit (EMD), (b) Signed Tender/RFP Document and Corrigendum/ Corrigenda, if any, (c) Letter of Authorization/Power of Attorney/ Board Resolution for authorized signatory, (d) Response to Pre-Qualification criterion and other requirements (e) Technical Bid along with the required supporting documents. (f) Soft copy (pen drive) of Technical Bid only. <p><i>The proposal should be hard/spiral bound. Loose form shall not be accepted. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers.</i></p> <p><u>Envelope-II:</u> Financial bid as per the Commercial Format annexed at Annexure-I</p>

	<p>Both the bids must be submitted in one different sealed envelope.</p> <p>The envelopes should clearly indicate the Tender Reference No., Schedule(s), Name of the Bidder and his Address. The Bidder has the option of sending the bid by Speed/Registered Post, in person only. GSTN takes no responsibility for delay, loss or non-receipt of bids within the stipulated date & time. Bids submitted by any other mode shall not be accepted.</p>
Address for communication	<p>The SVP (P&C) Goods And Services Tax Network “East wing, 4th floor, World Mark -1, Aerocity, Delhi – 110 037 vijay.rawat@gstn.org.in anima.sharma@gstn.org.in Ph. # 011-49111200, Ext: 201</p>

Acronyms

<u>Acronym</u>	<u>Description</u>
BG	Bank Guarantee
EMD	Earnest Money Deposit
GCC	General Conditions of Contract
GST	Goods And Services Tax
GSTN	Goods And Services Tax Network
ITB	Instructions to Bidders
LD	Liquidated Damages
LOA / PO	Letter of Award / Purchase Order
LOI	Letter of Intent
MAF	Manufacturer Authorization Certificate
OEM	Original Equipment Manufacturer
OIC	Officer In-Charge
PBG	Performance Bank Guarantee
PQ Criteria	Pre-Qualification Criteria
RFP	Request for Proposal
SCC	Special Conditions of Contract
SIB	Special Instructions to Bidders
SLA	Service Level Agreement
TCV	Total Contract Value
TEC	Tender Evaluation Committee

SECTION – II

ELIGIBILITY CRITERIA & EVALUATION PROCESS

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

1. **Pre-qualification (PQ) Criteria:**

GSTN will examine the bids to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting any criteria specified in the Tender, will be rejected by GSTN and shall not be included for further consideration.

Initial Bid scrutiny will be held and bids shall be treated as non-responsive, if bids are:

- Received without the Letter of Authorization /Power of Attorney/Board Resolution
- Found with suppression of details
- With incomplete information, subjective, conditional offers, and partial offers submitted
- Non-compliant to any of the clauses mentioned in the Tender
- With lesser validity period
- Without EMD

Sr. #	Parameters	Requirement	Supporting Documents	Doc. Provided (Y/N) with Page No
1	Legal Entity/ Registration of Company	1. The bidder must be incorporated and registered in India under the Indian Companies Act 1956/2013 LLP Act 2008 / Partnership Act 1932 & subsequent amendments thereto and should have been operating as on the date of publishing of Tender notice (including name change/ impact of mergers or acquisitions). 2. Registered with the GST	1. Certificate of Incorporation / Copy of Registration Certificate (s) 2. GST Registration Certificate 3. PAN Card	
2	Profitability	The Bidding firm must be a profit making (Profit after tax) company in last three (3) financial years	Certificate from CA firm or P&L statement and	

		<p>(FY) i.e. 2022-2023, 2021 – 2022 and 2020 – 2021.</p> <p>Or</p> <p>The Net-worth# of Bidder must be positive in last three (3) financial years ending 31st March, 2023 as per the audited financial Statement. (2022-2023, 2021 – 2022 and 2020 – 2021.)</p> <p>Kindly note that profitability/Net-worth of only the bidding entity will be considered. Profitability/Net-worth of any parent, subsidiary, associated or other related entity will not be considered.</p> <p>#as defined Section 2(57) of the Companies Act, 2013</p>	Balance sheet approved by the auditor.	
3	Annual Turnover	<p>Bidder should have a minimum average annual turnover of Rs.23.28 Crores in last three (FY) i.e. 2022 - 2023, 2021 – 2022 and 2020 – 2021.</p> <p>Kindly note that turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.</p>	<p>Audited Balance Sheet for last 3 financial years submitted to Ministry of Corporate Affairs (MCA):</p> <p>2022 - 2023 2021 – 2022 2020 - 2021</p>	
4	Work Experience	<p>During last 7 years ending last day of month previous to the one in which applications are invited:</p> <p>The Bidder must have successfully completed one contract/project with similar Scope of work (SOW) as mentioned in this tender,</p>	Copy of Letter of Award (LOA)/ Purchase Order (PO)/ Work Order (WO)/ Contract or Agreement, consisting of Scope of Work (SOW) and Order	

		<p>costing not less than the amount equal to Rs.46.56 Crores.</p> <p>OR</p> <p>Two contracts/projects with similar SOW costing not less than the amount equal to Rs. 29.10 Crores each</p> <p>OR</p> <p>Three contracts/ projects with similar SOW costing not less than the amount equal to Rs.23.28 Crores each</p> <p>Note: The order value stated above is inclusive of taxes.</p>	<p>Value And Certification of Acceptance/ Completion/ Operational by client or Company Secretary (CS)/Independent Auditor</p> <p><i>Verification can be carried out by GSTN (in case required) through any appropriate means with the client as per the details provided by the Bidder. If the information furnished is found to be incorrect or forged then bid would be rejected.</i></p>	
5	Not blacklisted	The bidder should not be blacklisted by any Central/ State Government/ agency of Central/ State Government /PSU / Autonomous Body/ any Regulatory Authority in India as on date.	Self-declaration from the bidder in company letter head, signed by authorized signatory as per Annexure-VI	
6	MAF	The bidder has to submit the Manufacturer Authorization Certificate	MAF format enclosed in Annexure-X	
7	No Deviation Certificate	No Deviation Certificate (NDC)	No Deviation certificate on bidder's company letter head as per Annexure-XI	
8	Declaration of Acceptance of T&C	Declaration for submission of bid	Declaration as per Annexure-VIII	
9	Authenticity of Goods	Format for Undertaking of Authenticity	Declaration as per Annexure – XIV	
10	Necessary documents	Checklist of the documents	Annexure XV	

Note:

- a) *Similar works implies the supply, installation, and support for infrastructure components like servers, security appliances, network devices and related software license of equivalent capacity as required by this RFP. Supply of such infrastructure components need not necessarily be from same OEM as required in the RFP. The similar work implies that services delivered to the external customers and not refers to internal service delivery.*
- b) *Agencies not meeting the Pre-Qualification Criteria would be rejected.*

2. Evaluation of Technical Bid

- The bidders, who do not qualify in the pre-qualification criteria, shall not be considered for technical evaluation and therefore their bids will be rejected. The committee shall evaluate the technical Bid as per the compliance sheet and supporting documents submitted by the bidders. GSTN reserves the right to reject any or all Bids and seek clarification, if required.
- GSTN will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at GSTN's discretion.
- GSTN reserves the right to validate the authenticity of the information provided in the pre-Qualification and Technical evaluation criteria and requisite support must be provided by the bidder.
- Bidder need to submit Soft copy of Technical Bid only in a pen drive. Bidder must ensure that the information furnished by him in respective Pen Drive (Soft copy) is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by Goods and Services Tax Network (GSTN) in the contents of the Soft Copy and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy. Pen-drive will not be returned to any bidder.

3. Evaluation of Commercial Bid

The bidders, who do not qualify in the Technical evaluation, shall not be considered for Commercial evaluation and therefore their bids will be rejected.

Commercial bid valuation shall be considered as below in case of any kind of discrepancy:

- The bidder should quote as per Price Format only in Indian Rupees as the all-inclusive fee for the desired goods/work/services as per the Price Format given in **Annexure-I**.
- Only fixed price financial bids indicating total price, as specified in **Annexure-I**, Financial Proposal 'Commercial Quotation' for all the services specified in this bid

document will be considered

GST will be paid as applicable. While submitting the financial bid, following must be kept in mind:

- a) The price quoted should include all costs associated with the assignment.
- b) Applicable GST will be paid by GSTN, and it should be shown separately in future invoices to enable GSTN to avail input credit.
- c) The financial proposal should not include any conditions attached to it and any such conditional financial bid shall be summarily rejected.
- d) No line item/Unit cost shall be valued at Zero Cost and no line item/unit cost shall be left blank. Any such commercial bid shall be treated as non-responsive.
- e) The bidder shall quote the price as per specified format for the entire project on a single responsibility basis. The price shall be quoted entirely in Indian Rupees and taxes will be paid on actual basis. The price shall be written both in figures & words in the prescribed offer form.
- f) For all the quoted prices and the numbers used during the process defined above, only two digits after decimal will be considered for calculation purposes and the same will be subject to standard rounding rules.
- g) The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of contract. A bid submitted with an adjustable price quotation or incomplete or conditional bid may be rejected as non-responsive.
- h) Any change in tax upward/downward as a result of any statutory variation in tax taking place within contract terms shall be allowed to the extent of actual quantum of Tax paid by the Service Provider. In case of downward revision in tax, the actual quantum of reduction of tax shall be reimbursed to GSTN by the Service Provider.
- i) Errors & Rectification: Arithmetical errors will be rectified on the following basis:
 - i. If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
 - ii. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
 - iii. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail,
 - iv. If, as per the judgment of GSTN, there is any such arithmetical discrepancy in a bid, the same will be suitably conveyed to the bidder by post or e-mail. If the bidder does not agree to the observation of GSTN, the bid is liable to be ignored.

4. Appointment of SP:

a) Award Criteria

The Technically and commercially responsive bidder with the lowest Total bid price will be declared as L1.

Goods and Services Tax Network (GSTN) intends to issue the Purchase order to the bidder with the L1, post evaluation. Any decision of GSTN will be binding and final. No representations will be entertained in the matter of selection of the L1.

b) Notification of Award

- Prior to the expiration of the validity period, GSTN will notify the successful bidder in writing or email, that its proposal has been accepted. In case the RFP/Tendering process has not been completed within the stipulated period, GSTN may like to request the bidders to extend the validity period of the bid.
- The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, GSTN will notify each unsuccessful bidder and return their EMD.

5. Contract Finalization and Award

- a. The GSTN shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive.
- b. GSTN may also like to reduce or increase the quantity of any item in the Scope of Work defined in the tender. Accordingly total contract value may change on the basis of the rates defined in the financial proposal.

6. Failure to Agree with the Terms and Conditions of the Tender/RFP

Failure of the successful bidder to agree with the LOA/Contract and Terms & Conditions of the tender shall constitute sufficient grounds for the annulment of the award, in which event GSTN may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, GSTN shall invoke the PBG or bid security given in response to this tender of the successful bidder.

SECTION – III

INSTRUCTIONS TO BIDDER

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

- The bidder shall furnish along with its proposal/bid, earnest money for amount as shown in the key details. The earnest money is required to protect GSTN against the risk of the bidder's unwarranted conduct.
- The earnest money shall be denominated in Indian Rupees. The earnest money shall be furnished in one of the following forms:
 - Account Payee Demand Draft
 - Bank Guarantee
- The demand draft shall be drawn on any nationalized bank, or a Scheduled Bank in favour of the "Goods and Service Tax Network, New Delhi". In case of Bank Guarantee, the same is to be provided from any nationalized bank or a Scheduled Bank as per the format specified under **Annexure-III** in this document.
- The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the Tender. As validity period of Tender is 180 days, the EMD shall be valid for 225 days from Technical Bid opening date. ***"Day" means calendar day.***
- The EMD is interest free.
- The EMD of successful bidder would be returned upon submission of Performance Bank Guarantee. The EMD of all unsuccessful bidders will be refunded by Goods and Services Tax Network (GSTN) at the earliest post signing of contract and submission of the PBG by the successful bidder.
- The bid submitted without EMD will be rejected without providing any further opportunity to the bidder concerned.
- The bidder shall extend the validity of the offer and EMD on request by Goods and Services Tax Network.
- The EMD may be forfeited, if a bidder withdraws its bid during the period of bid validity.

2. Venue & Deadline for submission of proposals:

- Proposals, in its complete form in all respects as specified in the Tender, must be submitted to Goods and Services Tax Network (GSTN) as specified in the Key details Table.
- Last Date & Time of submission: As given in the Key details Table

- Goods and Services Tax Network (GSTN) may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum, in which case all rights and obligations of Goods and Services Tax Network (GSTN) and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

3. **Late Bids:**

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

4. **Validity of Quotation:**

Quotation shall remain valid for a period of **180 days** from the date of bid opening.

5. **Performance Bank Guarantee:**

The successful firm/company will have to deposit a Performance Bank Guarantee (PBG) @ 10% of the Letter of Award (LOA)/Purchase Order (PO) value (including taxes), on a non-judicial stamp paper of appropriate value and from any scheduled bank within 21 days from the date of issue of LOA/PO. If the PBG is not submitted in above stipulated time then LOA/PO shall be cancelled and EMD shall be forfeited.

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

The proceeds of the performance security shall be payable to the GSTN as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

The format of Performance Bank Guarantee is attached as ***Annexure – IX.***

6. **Contract Period:**

Contract Period: The term of contract shall be for a period of One year from the date of Acceptance Testing and Production Roll-out i.e T+24 weeks as specified in Project Timelines (Sr#4).

7. **Signing of Contract:**

The successful firm/company will be required to execute an agreement on Rs.100/- Non-judicial stamp paper with GSTN within 21 days of the date of the LOA/PO. In

case the successful firm / company fails to enter into the agreement with GSTN within 21 days, the EMD deposited by such firm/company shall stand forfeited without giving any further notice. Format of Contract Form is enclosed at **Annexure-V**.

8. Officer-In-charge:

GSTN shall appoint an Officer-in-charge for this project. He/She shall be a single point of contact for all technical directions or decisions related to the supply and installation. Similarly, Agency should also propose an Officer-in-charge for this project for all project related decisions.

9. Language:

The bid and all related correspondence and documents in relation to the bidding process shall be in English language.

Supporting documents and printed literature furnished by the bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the bidder.

Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail.

10. Agency Details:

The Agency to fill in the Agency Information form enclosed with this Tender Document as Annexure-IV and same may be forwarded along with quotation.

11. Acceptance of Terms & Conditions:

Bidders are requested to submit the sealed and signed copy of this Tender document along with a quotation as acceptance of all terms & conditions.

In case a signed & stamped copy of this tender is not submitted, it will be assumed that the recipient will, by responding to GSTN's tender document, be deemed to have accepted the terms as stated in this tender document.

12. Goods and Services Tax Network's Right to terminate the Process:

- (a) Goods and Services Tax Network (GSTN) reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of agreement, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for actions taken by Goods and Services Tax Network.

- (b) GSTN is accepting the bids on a no cost no commitment basis.
- (c) Goods and Services Tax Network (GSTN) makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- (d) This Tender does not constitute an offer by Goods and Services Tax Network. The bidder's participation in this process may result in Goods and Services Tax Network (GSTN) selecting the bidder to engage in further discussions and negotiations toward issue of LOA. The commencement of such negotiations does not, however, signify a commitment by Goods and Services Tax Network (GSTN) to issue LOA or to continue negotiations. Goods and Services Tax Network (GSTN) may terminate negotiations at any time without assigning any reason.

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

Goods and Services Tax Network (GSTN) reserves the right to accept or reject wholly or partly bid offer, or modify the technical specifications/ quantities/requirements mentioned in this Tender including addition/ deletion of any of the item or part thereof after pre-bid, without assigning any reason whatsoever. No correspondence in this regard shall be entertained. Goods and Services Tax Network (GSTN) also reserves the unconditional right to place order on wholly or partly bid quantity to successful bidder.

14. Costs to be Borne by the Bidder:

All costs and expenses (whether in terms of time or money) incurred by the intended bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by GSTN, will be borne entirely and exclusively by the bidder itself.

15. Cost of the Proposal:

The cost of services agreed to be provided by the Service Provider under this Agreement shall be fixed during the Contract Period. However, in case of renewal of the Contract, the cost may be mutually agreed between the Parties.

16. Tendering Expense:

The Bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its Tender including preparation, mailing and submission of its proposal and for subsequent processing the same. GSTN will, in no case be

responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the Tendering process.

17. Contacting GSTN:

From the time of submission of Tender to the time of awarding the contract, if a Bidder needs to contact GSTN for any reason relating to this Tender enquiry and /or its proposal, it should do so only in writing.

In case a Bidder attempts to influence GSTN in GSTN's decision on scrutiny, comparison & evaluation of proposals and awarding the contract, the Tender of the Bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that Bidder, as deemed fit by GSTN.

18. Disqualification:

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

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

19. Alteration and Withdrawal of Tender:

- (a) The bidder, after submitting its Tender, is permitted to alter / modify its Tender so long as such alterations / modifications are received duly signed, sealed and marked like the original Tender, within the deadline for submission of Tenders. Alterations / modifications to Tenders received after the prescribed deadline will not be considered.
- (b) No Tender should be withdrawn after the deadline for submission of Tender and before expiry of the Tender validity period. If a bidder withdraws the Tender during this period, it will result in forfeiture of the earnest money furnished by the bidder in its Tender.

20. Pre-Bid Meeting and Clarifications:

20.1 Pre-Bid Meeting

- a) GSTN shall hold a pre-bid meeting with the prospective bidders as mentioned in “Key events and dates”.
- b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach the officer(s) mentioned in this document by email only three (03) working days prior in **Excel format**.
- c) The queries should necessarily be submitted as per format in **Annexure –VII**.
- d) GSTN shall not be responsible for ensuring that the bidders’ queries have been received by them. Any requests for clarifications after the indicated date and time may not be entertained by GSTN.

20.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) GSTN will endeavor to provide timely response to all queries. However, GSTN makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does GSTN undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, GSTN may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on www.gstn.org.in or emailed to all participants of the pre-bid conference.
- d) Any such corrigendum shall be deemed to be incorporated into this tender.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, GSTN may, at its discretion, extend the last date for the receipt of Proposals.

SECTION – IV

SPECIAL INSTRUCTIONS TO BIDDERS (SIB)

- 1.** All entries in the Bid form should be legible and filled clearly. Any overwriting or correction which is unavoidable has to be signed by the authorized signatory.
- 2.** Each page of the Bid document and papers submitted along with, should be numbered, signed and stamped by the authorized signatory as a token of acceptance of the terms and conditions laid down by GSTN.
- 3.** The bidder shall quote for all the items of Financial Bid failing which the bid shall be considered nonresponsive, incomplete and bid will be summarily rejected.
- 4.** Bid incomplete in any way will be rejected out rightly. Similarly conditional Bids will also be rejected out rightly.
- 5.** Pre-Qualification and Technical Bids will be scrutinized, by the evaluation committee as constituted by GSTN to check all requisite and relevant documents and their authenticity.
- 6.** In case the successful Bidder declines the offer of Contract, for whatsoever reason(s), his EMD will be forfeited.

7. Taxes & Duty:

Any change in tax upward/downward as a result of any statutory variation in tax taking place within contract terms shall be allowed to the extent of actual quantum of Tax paid by the Service Provider. In case of downward revision in tax, the actual quantum of reduction of tax shall be reimbursed to GSTN by the Service Provider. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Agency.

8. Authentication of bids:

Bid should be accompanied by an authorization in the name of the signatory of the bid. The authorization shall be in the form of a written power of attorney/letter of authorization accompanying the bid or in any other form demonstrating that the representative has been duly authorized to sign.

9. Bidder/Service Provider undertakes that it is compliant to Central/State minimum wages act at the time of execution of the Agreement. The Bidder/Service Provider shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the personnel engaged by them for this work.

10. Debarment:

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

11. Code of Integrity:

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

(i) Prohibition of

- (a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- (b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- (c) Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- (d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- (e) Any financial or business transactions between the bidder and any official of the procuring entity related to TENDER or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- (f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

- (g) Obstruction of any investigation or auditing of a procurement process.
 - (h) Making false declaration or providing false information for participation in a TENDER process or to secure a contract;
 - (ii) Disclosure of conflict of interest.
 - (iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.
- 11 (a)** The procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

12. Manufacturer Authorization Certificate:

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

The material offered must be popularly available and must not be declared end-of-sale on the date of bid submission. The bidders must provide evidence to this from the OEM along with a copy of their End of life (EoL) and End of support policies (EoS).

"The bidder can furnish a declaration from the Company Secretary to comply with all the Terms of the Manufacturer Authorization Certificate (format enclosed in **Annexure-X**) in-case bidder(s) is/are unable to obtain the same from the OEM on or before bid submission end date." However, the successful bidder has to submit Manufacturer Authorization Certificate (format enclosed in **Annexure-X**) before signing of Contract Agreement failing which GSTN may reject the bid of the successful bidder. The decision of GSTN will be final and binding on the successful bidder.

13. Acceptance of Tender & Quantity Variation:

The GSTN may accept or reject any Tender without assigning any reason. The GSTN reserves the right to increase or decrease the quantity up to 20% of the quantity offered by the successful Tenderer. The bidder is bound to accept the increase or decrease in the Tendered quantity upto 20% under this clause.

14. Delivery

The complete material shall be supplied, installed and configured within a period specified in Project Timelines in Scope of Section of Tender.

SECTION – V

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Force Majeure:

a. Definition

- i. For the purposes of this Purchase order, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

b. Measures to be Taken

- i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Purchase order as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- iii. Any period within which a Party shall, pursuant to this Purchase order, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- iv. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to arbitration clause of this Purchase order.

2. Termination:

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

(a) In the event of arising of any of the following events:

- I. The Service Provider fails to deliver the services or fails to perform the works within the timelines specified in the Contract; or
- II. The Service Provider commits breach of any of the terms and conditions of this Contract; or
- III. The Serious discrepancy in the quality of service is observed;

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

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

In case of termination for cause, GSTN shall be entitled to recover loss and damages suffered by it on account for Service Provider's breach of the contract either by forfeiture of the Service Providers Performance Bank Guarantee and/or any other legal means as deemed appropriate and at its discretion.

- B. GSTN may terminate the Contract, upon written notice to the Service Provider, if it becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business or assets, becomes subject to any legal proceeding relating to insolvency or the protection of creditors rights or otherwise ceases to conduct business in the normal course; provided that this right to termination shall not apply if the other party is ordered to be wound up by the court for the purpose of a bona fide reconstruction or amalgamation.
- C. Termination for convenience: GSTN reserves the right to terminate the Contract, in whole or in part, at its convenience, by serving a written notice of 60 days' to the Service Provider, at any time during the performance of the Contract.

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

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

3. Entire Agreement:

This Agreement together with all the Annexures referred therein, Letter of Award (LOA)/ Purchase Order (PO) and all the contents and specifications of the TENDER, constitute the entire agreement between the Parties with respect to their subject

matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraud, misrepresentation and corrupt practice.

4. Consortium or Sub-contracting:

Bidders will not be allowed to bid as a Consortium. However, bidders may sub-contract non-core activities (like Security services (Security guards), House Keeping services etc.) of the project with prior intimation to GSTN. Bidders are also advised to provide details of the sub-contracting activities in their proposal.

5. Risk Purchase:

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

The incremental cost that may be recovered by GSTN from MSP under this clause shall be limited to 100% of the amount that was payable to Bidder/SP for the non-delivered goods/services/deliverables.

6. Arbitration:

- a) Any unresolved dispute or difference whatsoever arising between the parties to this Agreement, out of or relating to the construction, meaning, scope, operation or effect of this LOA/Purchase order or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. The Arbitration proceedings will be held at New Delhi, India and will be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The language adopted for the conduct of Arbitration proceedings shall be English.

- b) The parties agree that any decision for Award of any Arbitral Tribunal pursuant to this clause shall be a domestic award and final, conclusive and binding upon the parties and any person affected by it. The parties also agree that any arbitration award rendered pursuant to this clause may be enforced by any court of competent jurisdiction.
- c) During any period of arbitration, the contractor shall not suspend its services.

7. Jurisdiction:

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

8. Limitation of Liability:

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

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

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

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

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

- a) Confidentiality breach attributable to the Service Provider
- b) Willful misconduct, by the Service Provider
- c) Third Party intellectual property rights' infringement attributable to the Service Provider

9. Non-Disclosure and Confidentiality:

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

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

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

10. Use of Contract Documents and Execution:

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

Any document shall remain the property of GSTN and all copies thereof shall be returned to GSTN on termination of the Contract.

Any development / deliverable done for GSTN shall be Intellectual Property of GSTN and source code and other details shall be shared with GSTN on termination of the Contract. The bidder shall not, without GSTN's prior written consent, make use of any document or information above except for the purposes of performing the Contract.

SECTION – VI

SCOPE OF WORK (SOW)

1.1. Scope of Work

1.2. Overview

The objective is to procure the materials as per the Bill of Material (BoM) according to various terms and conditions given in this SOW. This section elaborates the requirements from the bidding supplier.

1.3. Supply of Material

The bidding supplier shall supply the material as per the Bill of Material to the sites as mentioned in Bill of Materials (section 9) of this RFP. The following requirements shall have to be met by the bidding supplier:

- i. The bidding supplier shall be sole point of contact for GSTN and MSP (M/s Infosys) for material delivery as per the Bill of Material mentioned in this RFP document.
- ii. The bidding supplier shall ensure inclusion of all the accessories like cable, rack mounting kit, tray etc. as would be required for installation of supplied material, irrespective of such required components being mentioned in Bill of Material given in this RFP.
- iii. Bidding supplier shall supply all the hardware components with one (1) year OEM Warranty, or minimum warranty provided by OEM if it is greater than 1 year. The software components in the Bill of Material shall be supplied with one (1) year subscription from OEM.
- iv. The bidding supplier shall supply the material to the designated locations as per this RFP.
- v. The bidding supplier shall provide comprehensive dispatch details, including Contract No., Item Description, Serial Numbers, quantities, dispatch particulars, consignee details, and dispatch date to GSTN, at least 7 working days prior to dispatching Hardware/Software under this RFP.
- vi. The bidding supplier shall inform and coordinate with GSTN, at least 7 working days prior to dispatching Hardware/Software to ensure that staging space is allocated for the material at delivery locations.
- vii. The bidding supplier shall ensure that the respective OEM team unpacks supplied cartons/ boxes, to get the supplied Hardware / Software verified in presence of GSTN against the work order.
- viii. The bidding supplier shall replace all items deemed defective and comply to all necessary procedure required for acceptance of the replaced material within the delivery timelines with no additional cost to GSTN.

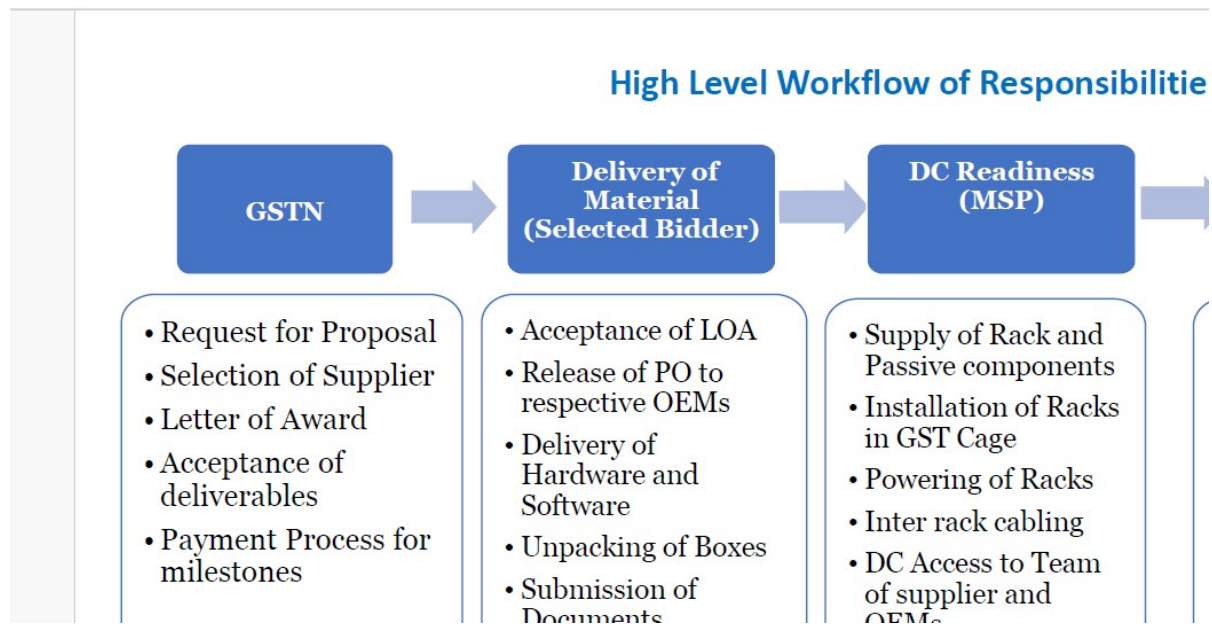
- ix. The bidding supplier shall fulfil any short / wrong shipment items in the material delivered to the GSTN sites within 10 working days from the date of delivery to the respective site, or date of identification, whichever is later.
- x. The bidding supplier shall ensure that the below documents are delivered along with the supply of materials.

Sr No.	Document Name
1	Delivery Note
2	Packing List
3	Insurance Certificate
4	OEM Warranty Certificate
5	Ownership Certificate in the name of GSTN
6	Tax/Invoice receipts, wherever applicable duly sealed indicating payments made, and any other document evidencing payment of statutory levies
7	Entitlement certificate for the supplied software licenses

- xi. The bidding supplier shall provide an all-inclusive cost, including but not limited, to transportation, insurance, etc., as per the price schedule in this RFP.
- xii. The bidding supplier shall manage all delivery procedures and bear the cost of Central or State Government taxes, duties, charges, and levies as applicable. GSTN shall not assume any liability for unpaid taxes, levies, or any procedural non-compliance.
- xiii. In case of any reported damages during delivery, it shall be the sole responsibility of the bidding supplier to replace that hardware item as per the specified model and make it, in compliance with the Hardware Specifications.
- xiv. Goods and Services Tax Network (GSTN) reserves the right to place final LoA for either for complete BoM, or part thereof, hardware / software components mentioned in the section (9) – Bill of Material. Further, GSTN reserves the right to place the order staggered manner to the selected bidder.
- xv. GSTN reserves the right to increase the Bill of Quantity for the components given in Bill of Material of this RFP during the period of one (1) year from date of Letter of Award (LoA).

1.4. Installation of Supplied Material

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The bidding supplier shall be responsible for unpacking, rack mounting, power-on and verification of the supplied material at the respective sites as part of installation scope for the supplied material. The bidding supplier shall ensure that these activities are performed by the respective OEM, or by an agency authorized by OEM to act on its behalf (referred as OEM Team in this document). The following are the installation requirements for the supplied material:

- i. Unpack and rack mount the supplied hardware at the specified GST data center, including lift & shift of the supplied material storage area up to the rack in the designated cage of the GST data center and abide by all regulations laid down by the data center operator.
- ii. All cabling within the rack shall be responsibility of the bidding supplier / OEM Team, while the inter-rack cabling and system integration shall be done by the existing MSP (M/s Infosys).
- iii. The equipment shall be powered on once mounted and cabling is done, and power-on-self-test shall be verified. The equipment shall have to be replaced in case of any failure identified during power-on. A detailed POST report with relevant artefacts shall be submitted for further verification.
- iv. All the installation activities shall be carried out in identified service window after due-approvals. Installation and cabling may have to be carried out in non-business hours or weekends as per approved service window.
- v. After powering on of the infrastructure component, OEM Team shall perform sanity check of the device/appliance/server and any other test cases as may be required to ascertain correctness of the supplied Hardware and software. The activity shall also

include, but not limited to, firmware and image updates, Configuring IP Addresses, Management Network Configuration and deploy licensing as required. These services shall be required at all respective and related sites.

- vi. The bidding supplier shall obtain acceptance from MSP (M/s Infosys) after power-on completion and verification and submit the same to GSTN. A detailed report capturing the screenshots shall be submitted for verification.

1.5. Support for Production Setup

Post successful installation of the supplied components (as per the scope defined in section 1.4), the bidding supplier shall handover the material to the MSP (M/s Infosys) for integration with the GST System and production roll out.

The bidding supplier shall be responsible to ensure that issues related to the supplied hardware / software, encountered during the production setup by the MSP (M/s Infosys), are resolved as per the SLA defined in this RFP. The bidding supplier shall provide all updated drivers, bug fixes, security updates, vulnerability management, and shall provide required support for installation of OS/Virtualization software/Application software's or any other support required by MSP (M/s Infosys) to make the Hardware operational in GST production environment.

1.6. Warranty Support

The bidding supplier shall ensure that the Warranty Support on the respective sites is provided by the OEM. The following are the Warranty Support requirements for the supplied material:

Warranty for all the supplied material shall start from the date of delivery acceptance of supplied hardware and software. Bidding supplier shall ensure that comprehensive on-site warranty is provisioned from respective OEM such that the SLA mentioned in this RFP shall be complied in line with terms and conditions mentioned in this document.

- i. Bidding supplier shall ensure all the hardware components are covered by comprehensive one (1) year OEM Warranty, or minimum warranty provided by OEM if it is greater than 1 year. The software components in the Bill of Material shall be supplied with one (1) year subscription from OEM.
- ii. The OEM Warranty shall be in respect of proper design, quality and workmanship of all supplied hardware, equipment, accessories, spare parts, software etc.
- iii. The OEM Warranty shall cover firmware, device drivers, bug fixes, management software and any other related component of the proposed solution, are current or not lower than at N-1 level (where N is the current latest commercially available release) during the warranty period.
- iv. The OEM Warranty shall complies with the technical standards, security requirements, operating procedures, and recovery procedures.

- v. The bidding supplier shall ensure that the OEM Team shall provide onsite repair/replacement for all defective components at no additional charge to GSTN.
- vi. While the existing MSP (M/s Infosys) shall own the application and operational SLA as per ongoing contract, the bidding supplier shall be responsible for the SLAs related to the supplied material, as have been laid down in this RFP.
- vii. Mean Time Between Failures (MTBF) - If during contract period, any equipment has a hardware failure on four or more occasions in a period of less than three months or six times in a period of less than twelve months, the bidding supplier shall ensure that it shall be replaced by equivalent or higher-level new equipment compatible with the GST System by OEM Team at no additional cost to GSTN.
- viii. In case any hard disk drive of any device is replaced during warranty, the unserviceable disk shall be property of GSTN and shall not be returned to OEM Team or Bidding Supplier.
- ix. Resolution of incidents related to the supplied material shall be governed as per the SLA given in this RFP during the warranty period.

2. Project Management, Governance and Reporting

The selected bidder shall provide project manager, in addition to the technical team required for activities given in the scope of work, for supply of goods, implementation support and O&M support:

- I. The bidding supplier shall assign a Project Manager within one week of receiving the Purchase Order from GSTN. This person shall be the primary project contact for GSTN for all project related issues and matters.
- II. The Project Manager shall be responsible for sharing the project plan, delivery timelines, information about the shipment, installation and mounting plan, prepare acceptance / fault reports, etc. to GSTN.
- III. GSTN may require the Project Manager to be present in its office location or at the data center as may be required from time to time.
- IV. The Project Manager shall be the single point of contact on behalf of the selected bidder. GSTN, Project Manager and existing MSP shall discuss, plan and monitor the supply of the goods as requested in this RFP.
- V. The Project Manager provided by the bidding supplier shall also be involved in any MSP and OEM coordination during Implementation, and shall provide weekly status report on the project progress as per the approved project plan.
- VI. GSTN may require bidding supplier to attend discussions / meetings at GSTN office location along with the representation OEM Team as and when required.

3. Acceptance Criteria

Acceptance criteria represent a specific and defined list of conditions that need to be fulfilled before supplied material / project deliverable can be considered completed and accepted by GSTN.

The acceptance criteria are divided into the following segments:

- i. **Acceptance on delivery:**
 - a. GSTN team shall inspect the supplied material after it is unpacked by the OEM Team at the respective data center as per this RFP. The GSTN team shall examine if the supplied material match with the Bill of Material given in this RFP.
 - b. The bidding supplier shall submit the required documents as list given under point ix of section 1.3 of this RFP.
 - c. GSTN shall issue the acceptance certification for completion of delivery to the Bidding supplier.
- ii. **Acceptance on Installation (Rack mounting and Power on)**
 - a. OEM team shall lift and shift the material from the store area to Data center cage and mount the Hardware in designated racks as per direction of GSTN team.
 - b. Power-ON the hardware components as per the data center guidelines, conduct required sanity to verify if the delivered component is working fine and handover to MSP (M/s Infosys) upon successful completion of sanity.
 - c. Submission of artefacts of the powered-on components with their configurations as per the Bill of Material.
 - d. GSTN shall issue the acceptance certification for completion of installation to the Bidding supplier.
- iii. **Production rollout (Support to MSP)**
 - a. Support to MSP and resolve the issues related to the supplied hardware / software, encountered during the production setup by the MSP (M/s Infosys).
 - b. Documentation of all issues and learning captured during the integration phase of the component in the production environment.
 - c. GSTN shall issue the acceptance certification for completion of production roll out to the bidding supplier.

4. Place of Delivery

The items listed in Bill of material shall be delivered at the following locations:

Location	Address
DC1	C/o Tata Communications Data Centre Private Limited (STT Data center) 5th floor, Next Generation Tower Opp. Savitri Cinema, Greater Kailash 1, New Delhi, Delhi

Location	Address
DC2	C/o Nxtra Data Ltd. Plot No: 111 & 112, EPIP Zone Road No-7, Ph-1, Whitefield, Bangalore, Karnataka
NDC1	C/o Tata Communications Data Centers Private Limited Broadband Tower, Opp. Savitri Cinema, GK-1, New Delhi, Delhi
NDC2	C/o Netmagic Solutions Private Limited 88/A, SVR Platina, Adjacent to KSSIDC Complex Electronics City Phase 1, Bengaluru, Karnataka
CBIC DR	Same as NDC1

5. Project Timelines

The Scope of Work shall be completed as per the schedule given below:

Sr No.	Activity / Milestone	Timeline weeks
1	Release of PO/LOA by GSTN to selected bidder	T
2	Delivery of Hardware and Software	T + 12
3	Rack Mounting and Power on of supplied hardware	T + 16
4	Production rollout (Support to MSP)	T + 24
5	End of Warranty/Subscription	T + 68

6. Payment Schedule

The complete Scope of Work shall be completed as per the schedule given below:

Sr. No.	Payment Milestone	Payment percentage
1	Delivery of Hardware and Software	40%
2	Power-on and Acceptance on of supplied hardware	40%
3	Completion of Production Setup by MSP (M/s Infosys)	20%

7. Indemnity Clause

The Bidding Supplier along with the each OEM (“Indemnifying Parties”) shall indemnify, defend, and hold harmless GSTN and its engaged/nominated Tech Partners (“Indemnified Parties”) from and against any and all third party claims, demands, suits, actions, liabilities, costs, expenses (including reasonable attorneys' fees), which are initiated by the third parties:

- a) alleging any defects, non-conformities, or deficiencies in the product provided by the Indemnifying Parties, including but not limited to any hardware, software, solution and/or services.
- b) alleging any delays, interruptions, or failures in the delivery or performance of the product, whether due to the actions or omissions of the Indemnifying Parties.
- c) alleging that Indemnified Parties use of the hardware/solution/software/services provided by Indemnifying Parties, and associated documentation infringes or misappropriates such third parties’ Intellectual Property rights, provided the Indemnified Parties have used such solution/software/services within the permissions of this Agreement;
- d) alleging breach of representations, warranties, or obligations and other terms and conditions under this Agreement by the Indemnifying Parties. The Indemnifying Parties shall fully cooperate with the Indemnified Parties in the defense of such claim and assist the Indemnified Parties on a commercially reasonable efforts basis.
- e) alleging bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, wilful default, lack of due care or breach of terms of this Agreement.

The bidding supplier’s bid submission shall be considered as acceptance of the above clause for self and on behalf of respective OEM.

8. Service Level Agreements

The SLA’s mentioned in this document specify the levels of service to be provided by bidding supplier / OEM for the products supplied for the GST System project. Any degradation in the performance of the solution and services, which is attributable to supplied components or caused due to the deficient services by bidding supplier, or OEM Team, to GSTN, is subject to levying liquidated damages as specified in this document.

It shall be the responsibility of the bidding supplier to ensure that the service level laid down in this RFP are adhered by the bidding supplier and OEM Team, and hence the liquidated damages shall be levied on the bidding supplier in event of any breach. It is

expected that the bidding supplier secures related agreements with the respective OEM in order to comply to the SLA mentioned henceforth.

- i. The liquidated damages mentioned in this document are genuine pre-estimate of damages likely to flow from the breach of timelines and service levels.
- ii. The liquidated damages mentioned in this document are not the sole and exclusive remedies available with GSTN for any breach and bidding supplier shall not be relieved from any obligations by virtue of payment of such liquidated damages.
- iii. Any liquidated damages shall be levied only after bidding supplier is provided reasonable opportunity to represent its case and GSTN shall provide all reasonable and assistance to bidding supplier in this regard.
- iv. The bidding supplier shall investigate the actual cause of breach and notify GSTN if the cause is determinable by known means and suggest the remedies including rectification /modification/upgrading of the equipment, if necessary, at no additional cost to GSTN. The MSP (M/s Infosys) shall extend their support required by the bidding supplier and OEM Team in this regard.

A set of parameters has been identified as key to the successful implementation of the project. If the performance of the supplied hardware in respect of any parameter falls because of any fault attributable to supplied products, below the prescribed tolerance limit, liquidated damages are imposed for the breach.

Definitions

- i. Bidding Supplier: The entity who is awarded the LOA / LOI / PO against their response to this RFP.
- ii. OEM Team: OEM, and / or any agency authorized by OEM to act on its behalf, during the complete duration of the project
- iii. Non-Working Days: All Sundays and Public Holidays declared by Government of India
- iv. Days: All Working and Non-working days (365 days in a calendar year)
- v. 24*7 means three shifts of 8 hours every day. This is applicable for all seven days of the week without any non-working days
- vi. “Scheduled Maintenance Time” shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during 16X7 (7:00 am to 11:00 pm) timeframe. Further, scheduled maintenance time is planned downtime taken after permission of GSTN.
- vii. “Scheduled operation time” means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications within the Primary DC, DR, near DC and near DR will be 24X7X365 (per year).

- viii. “System or Products” means the products supplied by bidding supplier / OEM for the GST Project.
- ix. “System or Application downtime” means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time and measured from the time a call is logged with the OEM of the failure or the failure is known to the OEM from the availability measurement tools to the time when the System is returned to proper operation.
- x. “Availability” means the time for which the services and facilities are available for conducting operations on the GST system including application and associated infrastructure. Availability is defined as: $\{(Scheduled\ Operation\ Time - System\ Downtime) / (Scheduled\ Operation\ Time)\} * 100\%$
- xi. “Incident” refers to any event/abnormalities in the functioning of the OEM supplied IT Equipment/Services that may lead to disruption in normal operations of the Data Centre, System or Application services.

Interpretation & General Requirements

- i. During warranty phase, the SLA parameters shall be monitored by the MSP (M/s Infosys), on a monthly basis as per the individual SLA parameter requirements. In case service levels defined in the tables below is breached and such breach become attributable to the bidding supplier, it shall result in invocation of liquidated damages as defined in this RFP.
- ii. The bidding supplier shall submit the SLA report to GSTN every quarter during the installation phase and subsequently during the warranty period.
- iii. However, liquidated damages would be levied in next payment milestone. The percentage of SLA violation would be the average of monthly SLA measurements for the months leading to the next payment milestone.
- iv. The planned downtime shall not be taken into account for calculating SLA deliverables/measurable.
 - a) Preventive maintenance after taking permission from GSTN.
 - b) Downtime causes due to fault not attributable to OEM.
 - c) Force majeure reasons.
- v. During the delivery, installation and warranty phases, the maximum liquidated damages are capped at 10% of Total bid value.
- vi. For levying liquidated damages on non-performance during delivery, installation and warranty phase as per agreed SLAs, a penalty would be calculated based on the level of breach as defined in this section.

- vii. Any deviation on applicable SLAs shall not be accepted. The SLA mentioned in this RFP shall be accepted by bidding supplier / OEM in totality.

The following SLAs shall be considered –

Sr. No.	Relevance / Applicability	SLA Parameter	Description	Target	Liquidated damages	
1	Adherence to project milestones/ timeline	Delay in any of the project milestones	Measured as the difference between the planned date for the milestone and the actual date of its completion	< 7 days	Liquidated damages will be levied as per the following table:	
					Delay in Project milestones	Liquidated damages as % of the total bid value
					> 7 day & <= 10 days	0.50%
					> 10 days & <= 15 days	1%
					> 15 days & <= 17 days	2%
					For each additional day after 17 th day, liquidated damages of 3% of total bid value will be levied as additional liquidated damages on the next payment milestone.	
					The clause shall not be applicable where GSTN determines that the delay is directly attributable to either GSTN or MSP (M/s Infosys).	
2	Incident Response time	Incident Response time	Average Time taken to acknowledge and respond once a ticket/incident is logged through one of	All incidents shall be acknowledged within 15 minutes	Liquidated damages will be levied as per the following table:	
					Number of Incidents breaching response time per	Liquidated damages as % of the total bid value

Sr. No.	Relevance / Applicability	SLA Parameter	Description	Target	Liquidated damages	
			the agreed channels. This is calculated for all tickets/incidents reported within the Warranty / License / period of supplied material (24x7x365)		quarter	
					>0 & <=2 incidents	0.50%
					>2 & <=4 incidents	1%
					For each additional incident (>4) breaching the response time requirement, an additional 0.5% of total bid value will be levied as liquidated damages on the next payment milestone. For each incident breaching 30 mins of response time, an additional 0.5% of total bid value will be levied as liquidated damages on the next payment milestone.	

3	Time to Resolve – Severity 1 issues related to the supplied hardware and software	Time to Resolve – Severity 1	Time taken to resolve the reported problem.	For Severity 1, 100% of the incidents should be resolved within 60 minutes of problem reporting	Liquidated damages will be levied as per the following table:	
					Number of Incidents breaching response time per quarter	Liquidated damages as % of total bid value
					>0 & <=2 incidents	0.50%
					>2 & <=4 incidents	1%
					For each additional incident breaching the response time requirement, an additional 0.5% of total bid value will be levied as liquidated damages on the next payment milestone.	

Sr. No.	Relevance / Applicability	SLA Parameter	Description	Target	Liquidated damages	
4	Time to Resolve Severity-2 & 3 issues related to the supplied hardware and software	Time to resolve – Severity 2 & 3	Time taken to resolve the reported problem relevant to supplied hardware	100% of - Severity 2 within 4 hours of problem reporting - Severity 3 within 16 hours of problem reporting	Liquidated damages will be levied as per the following table:	
					Number of Incidents breaching response time per quarter	Liquidated damages as % of the total bid value
					>0 & <=2 incidents	0.50%
					>2 & <=4 incidents	1%
					For each additional incident breaching the response time requirement, an additional 0.5% of total bid value will be levied as liquidated damages on the next payment milestone.	
					Delay (In hours)	Liquidated damages as % of the total bid value
					> 48 hours & <= 72 hours	0.50%
					For delay of each additional 24 hours, 1% of total bid value will be levied as liquidated damages on the next payment milestone.	

9. Bill Of Material: Hardware and Software Requirements

The complete Bill of Materials are given below:

9.1. Server -Dell

Sr. No.	Item	Description/Specifications	Qty DC1	Qty DC2	Qty NDC1	Qty NDC2	Total
1	OCP - Workers Node	<p>Rack Server i.e., PowerEdge R660 Server shall be delivered with following technical specifications.</p> <ol style="list-style-type: none"> 1. 2*Intel Xeon Gold 6430 2.1G, 32C/64T, 16GT/s, 60M Cache, Turbo, DDR5- 4400 2. 2048GB DDR5 RAM, Speeds up to 4800 MT/s. 3. 2*960GB Data Center NVMe SSD 4. 2* Dual port 25 Gig SFP+ 5. 1*Dual Port 32Gb Fibre Channel HBA 6. PERC 8GB RAID Controller Cache 7. Hardware server should support dual power supply, Fully Redundant (1+1), Hot-Plug Power Supply, 1100W Titanium <p>The selected bidder should provide all the required SFPs and cables with respect to complete the Server installation.</p>	6	6	NA	NA	12
2	VMware Host for Virtual Servers	<p>Blade Server i.e., PowerEdge MX760C Server shall be delivered with following technical specifications.</p> <ol style="list-style-type: none"> 1. 2*Intel Xeon Gold 6430 2.1G, 32C/64T, 16GT/s, 60M Cache, Turbo, DDR5- 4400 2. 2048GB DDR5 RAM , Speeds up to 4800 MT/s. 3. 2*960GB Data Center 	2	2	NA	NA	4

		<p>NVMe SSD</p> <ol style="list-style-type: none"> 2* Dual port 25 Gig SFP+ 1*Dual Port 32Gb Fiber Channel HBA PERC 8GB RAID Controller Cache Dual, Fully Redundant (1+1), HotPlug Power Supply,1100W Titanium <p>The selected bidder should provide all the required SFPs and cables with respect to complete the Server installation.</p>					
3	Physical Server - Database	<p>DB Server i.e., PowerEdge R960 Server shall be delivered with following technical specifications:</p> <ol style="list-style-type: none"> 2*Intel Xeon Gold 6418H 1G, 24C/48T, 16GT/s, 60M Cache, Turbo, DDR5-4800 2048GB DDR5 RAM, Speeds up to 4800 MT/s. 2*960GB Data Center NVMe SSD 2* Dual port 25 Gig SFP+ 2*Dual Port 32Gb Fiber Channel HBA PERC 8GB RAID Controller Cache Quad, Redundant (2+2), Hot Plug Power Supply <p>The selected bidder should provide all the required SFPs and cables with respect to complete the Server installation.</p>	2	2	1	1	6
4	DB Server Memory Upgrade	<p>PowerEdge R960 Server memory upgrade 1024 GB</p> <p>Note: GST System already have data base servers with 2 TB memory, Only 1024 GB</p>	10	10	NA	NA	20

		<i>memory addition is required in existing servers to upgrade it from 2 TB to 3 TB.</i>					
5	Physical Server – Hadoop Data Node	<p>Data Node Server i.e., PowerEdge R760 Server shall be delivered with following technical specifications:</p> <ol style="list-style-type: none"> 1. 2*Intel Xeon Gold 6342 2. 1G, 24C/48T, 16GT/s, 60M Cache, Turbo, DDR5-4800 3. 2048GB DDR5 RAM, Speeds up to 4800 MT/s. 4. 2*960GB Data Center NVMe SSD OS disk 5. 12*3.2 TB NVMe SSD Data disk 6. 2* Dual port 25 Gig SFP+ 7. PERC 8GB RAID Controller Cache 8. Quad, Redundant (2+2), Hot Plug Power Supply <p>The selected bidder should provide all the required SFPs and cables with respect to complete the Server installation.</p>	9	9	NA	NA	18
6	Fabric Switching Engine for Existing MX7000 Chassis	DELL EMC MX9116N 25 GbE Fabric Switching Engine, 12x QDD28, 2 X Q28/32GFC [Dell EMC MX9116N Fabric Switching Engine – [AS - MX9116N]	2	2	NA	NA	4
7	Fabric Expander Module for Existing MX7000 Chassis	DELL EMC MX7116N 25 GbE Fabric Expander Module [DELL EMC MX7116N Fabric Expander Module – [AS-MX7116N] – [AS-MX7116N]]	2	2	NA	NA	4
8	Support	Support for 1 year for all the items listed above or minimum warranty provided by OEM if it is greater than 1 year (as per the section – Warranty & SLA)					

9.2. Network Switches

S.N O.	Item	Description/ Specification	Qty DC 1	Qty DC 2	Qty NDC 1	Qty NDC 2	CBI C DR	Total
1	ToR Switches for Rack Servers	Nexus 9300 with 48p 1/10/25G, FX 6p 40/ 100G, MACsec	8	8	NA	NA	NA	16
2	OOB Switches for Management	Catalyst 9200 48-port data only, 4 x 10 G, Network Advantage	1	1	NA	NA	NA	2
3	Switch for CBIC DR Site to connect GST network	Cisco C9200L-24T-4X-A	NA	NA	NA	NA	2	2
4	Router for CBIC DR Site to connect GST network	Cisco Catalyst C8300-2N2S-4T2X	NA	NA	NA	NA	2	2
5	SFPs	QSFP-100G-SR4-S=	40	40	NA	NA	NA	80
		SFP-10 /25G-CSR-S=	84	84	NA	NA	NA	168
		QSFP-40G-SR4-S=	NA	NA	8	8	NA	16
		SFP-10G-SR-S=	NA	NA	NA	NA	8	8
6	Warranty Support	Support for 1 year for all the items listed above or minimum warranty provided by OEM if it is greater than 1 year (as per the section – Warranty & SLA)						

9.3. Software's

S.NO.	Software - Bill of Material	Qty DC1	Qty DC2	Qty NDC1	Qty NDC2	Total
1	Redis Enterprise Jumpstart Service Package	1	NA	NA	NA	1
	Redis Enterprise Redis Enterprise Software Ultimate Shard – Software	8	8	NA	NA	16
2	TrendMicro Deep security (HIPS)	23	23	1	1	48

3	Broadcom CA Service Management Asset Portfolio Management Package - Hardware	28	28	1	1	71
4	Broadcom CA Service Management Asset Portfolio Management Package - Software	13				
5	Broadcom CA PRIVILEGED ACCESS MANAGEMENT	28	28	1	1	58
6	Broadcom CA DX Infrastructure Management - Server	19	19	1	1	58
	Broadcom CA DX Infrastructure Management - Network	9	9	NA	NA	
7	Red Hat Enterprise Linux Server with Satellite, Premium (Physical or Virtual Nodes)	17	17	NA	NA	34
8	Red Hat Enterprise Linux for Virtual Datacentres with Smart Management, Premium	3	3	2	2	10
9	Red Hat OpenShift Container Platform (Bare Metal Node), Premium (1-2 sockets up to 64 cores)	9	9	NA	NA	18
10	VMware vSphere 8 Enterprise Plus for 1 processor	6	6	4	4	20
11	Production Support/Subscription for VMware vSphere8 Enterprise Plus for1 processor for 1year	6	6	4	4	20
12	CDP Private Cloud Base Edition - Business (Cloudera Data Platform Private Cloud Base Edition - Annual Subscription per Node for up to 16 Cores/128 GB RAM for compute or up to 48 TB for storage. Business-Level Support).	9	9	NA	NA	18
	Cloudera Compute (COMPUTE: price per CCU per year for compute in excess of 16 cores/128GB RAM per Node, where 1 CCU = 1 core + 8 GB RAM)	1500	1500	NA	NA	3000
13	MySQL Standard Edition Subscription (1-4 socket server)	2	2	1	1	6
14	Red Hat Jboss Data Grid, Standard (vCPUs)	42	42	NA	NA	84
15	Support/Warranty/ Subscription	Support for 1 year for all the items listed above or minimum warranty provided by OEM if it is greater than 1 year (as per the section – Warranty & SLA)				

Annexure I - COMMERCIAL FORMAT

Total IT Infrastructure cost

S. No.	Item	Description	Total Qty	Rate per Unit (without tax)	Base Cost (without tax)	Applicable Tax (Amount)	Total
			A	B	C=A*B	D=C*Tax %	E=C+D
(i)	Server - Dell						
1	OCP - Workers Node	Rack Server i.e., PowerEdge R660 (for details refer clause 9 of BOM of SOW i.e. Section VI)	12				
2	VMware Host for Virtual Servers	Blade Server i.e., PowerEdge MX760C (for details refer clause 9 of BOM of SOW i.e. Section VI)	4				
3	Physical Server - Database	DB Server i.e., PowerEdge R960 (for details refer clause 9 of BOM of SOW i.e. Section VI)	6				
4	DB Server Memory Upgrade	PowerEdge R960 Server memory upgrade 1024 GB (for details refer clause 9 of BOM of SOW i.e. Section VI)	20				
5	Physical Server – Hadoop Data Node	Data Node Server i.e., PowerEdge R760 (for details refer clause 9 of BOM of SOW i.e. Section VI)	18				
6	Fabric Switching Engine	DELL EMC MX9116N 25 GbE Fabric Switching Engine (for details refer clause 9 of BOM of SOW i.e. Section VI)	4				

S. No.	Item	Description	Total Qty	Rate per Unit (without tax)	Base Cost (without tax)	Applicable Tax (Amount)	Total
7	Fabric Expander Module	DELL EMC MX7116N 25 GbE Fabric Expander (for details refer clause 9 of BOM of SOW i.e. Section VI)	4				
8	Warranty Support	Above Price should be bundled with Comprehensive Support for 1 year for all the items listed above or minimum warranty provided by OEM if it is greater than 1 year (as per the section – Warranty & SLA)					
	Total (i) (Amount in Figures)						
	Total (i) (Amount in Words)						
(ii)	Network Switches						
1	ToR Switches for Rack Servers	Nexus 9300 with 48p 1/10/25G, FX 6p 40/100G, MACsec	16				
2	OOB Switches for Management	Catalyst 9200 48-port data only, 4 x 10 G, Network Advantage	2				
3	Switch for CBIC DR Site	Cisco C9200L-24T-4X-A	2				
4	Router for CBIC DR Site	Cisco Catalyst C8300-2N2S-4T2X	2				
5	SFPs	QSFP-100G-SR4-S=	80				
		SFP-10 /25G-CSR-S=	168				
		QSFP-40G-SR4-S=	16				
		SFP-10G-SR-S=	8				
6	Warranty Support	Above Price should be bundled with Comprehensive Support for 1 year for all the items listed above or minimum warranty provided by OEM if it is greater than 1 year (as per the section – Warranty & SLA)					

S. No.	Item	Description	Total Qty	Rate per Unit (without tax)	Base Cost (without tax)	Applicable Tax (Amount)	Total
	Total (ii) (Amount in Figures)						
	Total (ii) (Amount in Words)						
(iii)	Software's						
1		Redis Enterprise Jumpstart Service Package	1				
		Redis Enterprise Redis Software Ultimate Shard – Software	16				
2		TrendMicro Deep security (HIPS)	48				
3		Broadcom CA Service Management Asset Portfolio Management Package - Hardware	71				
4		Broadcom CA Service Management Asset Portfolio Management Package – Software					
5		Broadcom CA PRIVILEGED ACCESS MANAGEMENT	58				
6		Broadcom CA DX Infrastructure Management - Server	58				
		Broadcom CA DX Infrastructure Management – Network					

S. No.	Item	Description	Total Qty	Rate per Unit (without tax)	Base Cost (without tax)	Applicable Tax (Amount)	Total
7		Red Hat Enterprise Linux Server with Satellite, Premium (Physical or Virtual Nodes)	34				
8		Red Hat Enterprise Linux for Virtual Datacentres with Smart Management, Premium	10				
9		Red Hat OpenShift Container Platform (Bare Metal Node), Premium (1-2 sockets up to 64 cores)	18				
10		VMware vSphere 8 Enterprise Plus for 1 processor	20				
11		Production Support/Subscription for VMware vSphere8 Enterprise Plus for 1 processor for 1 year	20				
12		CDP Private Cloud Base Edition - Business - Annual Subscription per Node for up to 16 Cores/128 GB RAM for compute or up to 48 TB for storage. Business-Level Support).	18				
		Cloudera Compute (COMPUTE: price per CCU per year for compute in excess of 16 cores/128GB RAM per Node, where 1 CCU = 1 core + 8 GB RAM)	3000				
13		MySQL Standard Edition Subscription (1-4 socket server)	6				
14		Red Hat Jboss Data Grid, Standard (vCPUs)	84				

S. No.	Item	Description	Total Qty	Rate per Unit (without tax)	Base Cost (without tax)	Applicable Tax (Amount)	Total
15	Support/ Warranty / Subscription	Above Price should be bundled with Comprehensive Support for 1 year for all the items listed above or minimum warranty provided by OEM if it is greater than 1 year (as per the section – Warranty & SLA)					
	Total (iii) (Amount in Figures)						
	Total (iii) (Amount in Words)						
	Grand Total (Amount in Figures)						
	Grand Total (Amount in Words)						

Summary

#	Description	Cost without Tax	Taxes	Total Cost
(i)	Dell Servers			
(ii)	Network Switches			
(iii)	Software			
Total cost of IT Infrastructure (including Hardware, Software & Associated Accessories) bundled with Comprehensive Support for 1 year for all the items listed above or minimum warranty provided by OEM if it is greater than 1 year (as per the section – Warranty & SLA)				

Annexure II - TENDER RESPONSE COVER LETTER

Original signed copy on company letterhead
[Date]

To,

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

Dear Sir,

Ref: Response to Tender for ‘.....’

Having examined the tender, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our bid for Tenderas required and outlined in the Tender/RFP and agree to abide by this response for a bid validity period.

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

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

We fully understand that in the event of any change in our contact details, it is our responsibility to inform GSTN about the new details. We fully understand that GSTN shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication from the GSTN to us, in the event that reasonable prior notice of any change in the authorized person(s) of the company is not provided to GSTN.

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

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

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

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

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

Dated this Day of

Signature:.....

Name:.....

Designation:.....

Annexure-III - FORMAT OF EARNEST MONEY DEPOSIT

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

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

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

The conditions of this obligation are:

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

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

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

Date:

(Signature of Authorized Officer of Bank with Seal)

Name:

Designation

Please find below the Bank details of GSTN:

Bank: IDFC FIRST Bank

IFSC Code: IDFB0020101

Annexure IV - AGENCY INFORMATION FORM

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

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

Date:

Signature & Stamp of the Bidder

Annexure V - CONTRACT FORM

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

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

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

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

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

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

For and on behalf of
Goods and Services Tax Network

For and on behalf of
_____(name of company)

Signature:

Signature:

Name:
Designation:
Company's stamp/Seal:

In the presence of (witness):

1)

2)

Name:
Designation:
Company's stamp/Seal:

In the presence of (witness):

1)

2)

Annexure VI - NON-BLACKLISTING DECLARATION

(Original signed copy on company letterhead)

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

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

(Authorised Signatory)

Signature:

Name:

Designation:

Seal:

Date:

Annexure VII - REQUEST FOR CLARIFICATION FORMAT

(To be submitted 03 days prior to Pre – Proposal Meeting in excel format only)

Bidder's Request for Clarification on.....			
Name of the Bidder submitting the request		Name and position of person submitting request	Full formal address of the bidder including phone, fax and email points of contact
S. No.	RFP/Tender Document Reference(s) (section number /page)	Content of RFP/Tender requiring clarification	Points on which clarification required
1			
2			

Annexure VIII - DECLARATION

1. I, Son /
Daughter of Shri
..... Proprietor / Partner / Director /
Authorised Signatory of competent to
sign this declaration and execute this bid document.
2. I have carefully read and understood all the terms and conditions of the bid
and hereby convey my acceptance of the same.
3. The information / documents furnished along with the above application are
true and authentic to the best of my knowledge and belief. I / we, am / are
well aware of the fact that furnishing of any false information / fabricated
document would lead to rejection of my bid at any stage besides liabilities
towards prosecution under appropriate law.

Signature of Authorized Person

Date:

Full Name:

Place:

Company's Seal:

Annexure IX - PROFORMA FOR PERFORMANCE BANK GUARANTEE

To,

Goods and Services Tax Network (GSTN)
“East wing, 4th floor, World Mark -1, Aerocity,
New Delhi - 110037.

Whereas, <<name of the Service Provider and address>> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to GSTN (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the Service Provider such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Please find below the Bank details of GSTN:

Bank: IDFC FIRST Bank

IFSC Code: IDFB0020101

Annexure X - MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM

(On Company letterhead only)

Date: dd/mm/yyyy

To,
Goods and Services Tax Network (GSTN)
"East wing, 4th floor, World Mark -1, Aerocity,
New Delhi - 110037.

Subject: Supply of equipment for Tender ref.
No....."

Sir,

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

I/We confirm that **<Insert complete legal name of SP>** ("Bidding Supplier") has due authorization from us to resell and supply certain OEM Equipment(s), to GSTN. The Bidding Supplier is authorised by us, to provide the solution, implementation, requisite training, provide operations, maintenance and upgrade support services for the supplied products to GSTN.

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

I/We affirm that as of the date of this letter, we shall make support available for the Product(s) and provide support of parts for repair (or functionally equivalent replacements) thereof for a period of up to Seven (07) years from the date of delivery acceptance of supplied hardware to GSTN and that we currently expect to make these Products, or subsequent versions or functional equivalents of them, available for sale during such period of time.

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

This authorization letter is applicable against the Products listed below:

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

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

<Signed and Sealed>

<Name of Authorised Signatory>

<Designation>

<Contact Details>

Cc: SP's corporate name & Address

Note: This letter of authority should be on the letterhead of the manufacturer/OEM and should be signed by a person competent. The bidder in its Bid should include it.

Annexure XI- No Deviation Certificate (NDC)

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

(Authorised Signatory)

Signature:

Name:

Designation:

Seal:

Date:

Annexure XII- Compliance Sheet

#	Description	Compliance (Yes / No)	Remarks (if any)
Specifications as per SOW mentioned Section VI			
1	Dell Servers		
2	Network switches		
3	Software		

Annexure XIII - Escalation Matrix

Name of Person	Designation	E-Mail Id	Contact Number	Triggers When

Authorized Signature [In full and initials] with seal:

Name and Title of Signatory:

Name of Firm:

Address:

Location: Date:

Annexure XIV - Format for Undertaking of Authenticity

Format for Undertaking of Authenticity
(To be given on company's letterhead)

Date:

To,
SVP (Support-P&C)
Goods and Services Tax Network

Sub: Undertaking of Authenticity for Hardware and/or Software Supplies
Tender Reference No.: _____

Dear Sir, With reference to the equipment being quoted to you vide our bid No: _____ dated _____, we hereby confirm that all the components, parts, assembly, software, etc. used in the equipment to be supplied shall be original new components/parts/assembly/software and of the most recent or current supported models, and that they incorporate all recent improvements in design and materials, only from respective OEMs of the products and that no refurbished / duplicate / second-hand components /parts/assembly/software shall be supplied or shall be used. We also undertake to produce a certificate from the Original Equipment Manufacturers (if required by you) to support the above statement at the time of delivery/installation.

2. We also confirm that in respect of licensed operating systems and other software utilities to be supplied, the same will be procured from authorized sources and provided with an Authorized License Certificate

3. In case of default and the purchaser finds that the above conditions are not complied with, we agree to take back the equipment supplied and return the money paid by you, in full within seven days of intimation of the same by the purchaser, without demur or any reference to a third party and without prejudice to any remedies the purchaser may deem fit.

4. In case of default and we are unable to comply with the above at the time of delivery or during installation, for the IT Hardware / Software already billed, we agree to take back the equipment without demur if already supplied and return the money if any paid to us by you in this regard.

5. We also take full responsibility for both parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI.

Dated this day of 202...

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure XV: Check list of the documents to be submitted with bid

Sr. No.	Particulars	Confirm (Yes/No)
1.	Earnest Money Deposit	
2.	Tender document along with Commercial Proposal (Price Format as per Annexure-I)	
3.	All pages serially numbered, signed & stamped on each page and <i>Hard/Spiral bound</i> .	
4.	CA Certificate/Audited Balance sheet of last three years, profit & loss statement (P&L) etc. (FY 20-21, 21-22 & 22-23)	
5.	Copy of Certificate of Incorporation, GST Certificate & PAN Card.	
6.	Letter of Authorization/Power of Attorney/Board Resolution	
7.	Documents in support of work / contracts fulfilled along with their values in support of the experience.	
8.	Supporting Documents in response to PQ Criterion	
9.	Tender response cover letter as per Annexure-II	
10.	Agency information form as per Annexure-IV	
11.	Non-blacklisting Declaration as per Annexure-VI	
12.	Declaration as per Annexure-VIII	
13.	Manufacturers'/Producers' Authorization Form as per Annexure-X	
14.	No Deviation Certificate as per Annexure-XI	
15.	Compliance Sheet Annexure-XII	
16.	Escalation Matrix - Annexure XIII	
17.	Format for Undertaking of Authenticity - Annexure XIV	