



## **RFP for Selection of Managed Service Provider (MSP) for Managed IT services for GSTAT Benches**

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

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## **Acronyms**

<b>Acronym</b>	<b>Description</b>
AMC	Annual Maintenance Contract
AV/ VC	Audio Visual/Video Conferencing
BGP	Border Gateway Protocol
BOQ / BOM	Bill of Quantities / Bill of Materials
CAPEX	Capital Expenditure
CCTV	Closed-circuit television
CoS	Class Of Services
DC/DR	Data Centre / Disaster Recovery
DEO	Data Entry Operator
DoR	Department of Revenue
DoT	Department of Telecom
DSP	Digital Signal Processor
EMD	Earnest Money Deposit
GST	Goods And Services Tax
GSTAT	GST Appellate Tribunal
GSTN	Goods And Services Tax Network
ICT	Information & Communication Technology
ILD	International Long Distance
ILL	Internet Lease Line
ISP	Internet Service Provider
IT	Information Technology
ITIL	Information Technology Infrastructure Library
ITSM	IT service management
LAN	Local Area Network
LD	Liquidated Damages
LOA	Letter of Award
MAF	MANUFACTURER'S AUTHORIZATION FORM
MSP	Managed Service Provider
MSP	Managed Service Provider
NCR	National Capital Region
NDA	Non-Disclosure Agreement
NIC	National Informatics centre
NLD	National Long Distance
NOC	Network Operations Centre
OEM	Original Equipment Manufacturer
OPEX	Operational Expenditure
OS	Operating System
PBG	Performance Bank Guarantee
PO	Purchase Order
POC	Proof of concept
PQ	Pre-Qualification Criteria
QCBS	Quality & Cost Based Selection
QoS	Quality of Service
RBI	Reserve Bank of India

RE	Resident Engineer
RFP	Request for Proposal
SDWAN	Software Defined Wide Area Network
SI	System Integrator
SITC	Supply, installation, testing and commissioning
SLA	Service Level Agreement
SoW	Scope of Work
SPOC	Single Point of Contact (SPOC)
TRAI	Telecom Regulatory Authority of India
VC	Video Conferencing
WAN	Wide Area Network



### KEY DETAILS

Tender reference number	GSTN/P&C/GSTAT/06-2024/P-09
Name of work	<b>RFP for Selection of Managed Service Provider (MSP) for Managed IT services for GSTAT Benches</b>
Place of availability of Tender document	GSTN Website: <a href="http://www.gstn.org.in">http://www.gstn.org.in</a> and CPPP Platform <i>Note: Any amendment to RFP/Tender will be placed on GSTN website &amp; CPPP only</i>
RFP Publishing Date	23 <sup>rd</sup> July 2024
Pre-Bid Meeting details	<b>06<sup>th</sup> August 2024 at 03:00 PM</b> Goods and Services Tax Network 4th floor, World Mark -1, Aerocity, New Delhi – 110037  <i>Clarifications to be submitted as per format <b>Annexure-V</b> and minimum 03 (three) working days prior to pre-bid meeting in excel format through e-mail only. Queries submitted after the stated deadline shall not be considered.</i>
Last date, time & place for submission of Bid	<b>20<sup>th</sup> August 2024 at 03:00 PM</b>  Addressee: Sr. Vice-President – Procurement and Contract, GSTN  Venue: Goods And Services Tax Network, East Wing, 4th Floor, World Mark - 1, Aerocity, New Delhi – 110037
Technical Bid opening details	Technical Bids shall be opened on <b>20<sup>th</sup> August 2024 at 03:30 PM</b>
Technical Presentation /Demo, if any, by the Bidder	The date & time for Technical presentation will be intimated later. The bidders who will qualify in PQ evaluation shall only be intimated for technical presentation.
Opening of Financial bids	The date of opening of financial bids will be informed separately to the successful bidders after technical evaluation of bids and only those bids will be opened which are technically responsive.
Date till which the RFP response should be valid	180 days from the last date of submission of bids or as extended at the discretion of GSTN
Earnest Money Deposit (EMD)	<b><u>Earnest Money Deposit (EMD) :</u></b>  <b>Rs.4,32,00,000/- (Rupees Four Crore Thirty-Two Lakh Only)</b>  The EMD shall be issued by a Scheduled bank in India in favour of 'Goods and Services Tax Network' payable at New Delhi. GSTN will not be liable to pay any interest on the EMD. <b>Please refer to Section-II for more details.</b>

Envelope details	<p>The bidders must submit the bids under <b>2 bids system</b> i.e.</p> <p><b>Envelope-I:</b></p> <ul style="list-style-type: none"> <li>(a) Earnest Money Deposit (EMD),</li> <li>(b) Signed Tender Document and Corrigendum/ Corrigenda, if any,</li> <li>(c) Power of Attorney/Board resolution for authorized signatory,</li> <li>(d) Response to Pre-Qualification criterion and Technical Qualification criterion</li> <li>(e) Technical Bid along with the required supporting documents.</li> <li>(f) Soft copy (pen drive) of Technical Bid only.</li> </ul> <p><i>The Bid should be hard/spiral bound. All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers.</i></p> <p><i>If Financial bid is not submitted in sealed envelope or Financial Bid is open then the bid would be rejected.</i></p> <p><b>Envelope-II:</b></p> <p>Financial bid/ Price Schedule as per the price schedule format annexed at <b>Annexure-I</b></p> <p>Both the bids must be submitted in one different sealed envelope.</p> <p>The envelopes should clearly indicate the <b>RFP/Tender Reference No., Name of the Bidder and his Address.</b> The Bidder has the option of sending the bid by Speed/Registered Post, or in person only. GSTN takes no responsibility for delay, loss or non-receipt of bids within the stipulated date &amp; time. Bids submitted by any other mode shall not be accepted.</p>				
Method of selection	<p>The method of selection is Quality and Cost Based Selection (QCBS).</p> <p>The weights given to the Technical and Financial Bids are:</p> <p><b>Technical = 70% and Commercial = 30%</b></p>				
Address for communication	<p>The Sr. Vice President (Procurement &amp; Contracts) Goods and Services Tax Network 4th floor, East wing, World Mark -1, Aerocity, Delhi – 110037</p> <table border="1"> <tr> <td>Email ID</td><td>Phone No.</td></tr> <tr> <td><a href="mailto:gstat.tender@gstn.org.in">gstat.tender@gstn.org.in</a></td><td>011-49111200</td></tr> </table>	Email ID	Phone No.	<a href="mailto:gstat.tender@gstn.org.in">gstat.tender@gstn.org.in</a>	011-49111200
Email ID	Phone No.				
<a href="mailto:gstat.tender@gstn.org.in">gstat.tender@gstn.org.in</a>	011-49111200				
<p><i>Note: The representative of bidders are requested to carry their company I-card / Authorization letter on Company's letter head for attending the Pre-Bid and bid opening meeting. Without Company I-Card/ Authorization letter, no bidder will be allowed to attend the bid opening meeting. Maximum 02 persons per bidding company are allowed in the meeting room.</i></p>					

## **SECTION-I**

### **NOTICE INVITING TENDER (NIT)**

Ref. No. GSTN/P&C/GSTAT/06-2024/P-09

Date: 23.07.2024

To,

**Subject: 'Invitation of bids for 'RFP for Selection of Managed Service Provider (MSP) for Managed IT services for GSTAT Benches**

1. Goods and Services Tax Network (GSTN) is a Government Enterprise. The Company has been set up primarily to provide IT infrastructure and services to the Central and State Governments, taxpayers 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 **'RFP for Selection of Managed Service Provider (MSP) for Managed IT services for GSTAT Benches**
3. Bidder may download the tender enquiry documents from the web site [www.gstn.org.in](http://www.gstn.org.in) as well as CPPP Platform and submit its bids by utilizing the downloaded document.
4. Bidders shall ensure that their bids, complete in all respects, are submitted on or before the closing date and time indicated in the key details, failing which the bids will be treated as late and rejected.
5. In the event of any of the above-mentioned dates being declared as a holiday / closed day for GSTN, the bids will be received/opened on the next working day at the appointed time.
6. GSTN takes no responsibility for delay, loss or non-receipt of bid documents sent by post either way.
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 (Procurement & Contracts)**

## **INTRODUCTION**

### **1. ABOUT GSTAT**

Goods and Services Tax Appellate Tribunal (GSTAT) is constituted under provision of Section 109 of Goods and Service Tax Act, 2017. It is the appellate authority to hear various appeals under the said GST Act.

The GST Appellate Tribunal represents a specialized authority formed to resolve GST-related disputes at the appellate level. It will be the forum of second appeal under GST laws. GSTAT is common forum to ensure uniformity in dispute redressals and quicker resolution of cases.

All proceedings before the Tribunal shall be considered judicial proceedings, and the Tribunal is deemed a civil court for specific legal purposes.

The principal bench of the GST Appellate Tribunal is located in New Delhi, and State benches at various locations across the country.

### **2. ABOUT GSTN**

Goods and Services Tax Network (GSTN) has built Indirect Taxation platform for GST to help taxpayers in India to prepare, file returns, make payments of indirect tax liabilities and do other compliances. It provides IT infrastructure and services to the Central and State Governments, taxpayers and other stakeholders for implementation of the Goods and Services Tax (GST) in India.

The GST System Project is a unique and complex IT initiative as it established for the first time a uniform interface for the taxpayer under indirect taxes through a common and shared IT infrastructure between the Centre and States. The Centre and State indirect tax administrations which used to work under different laws, regulations, procedures and formats and consequently the IT systems worked as independent sites, were integrated into one system with uniform formats and interfaces for taxpayers and other external stakeholders. GSTN provides a strong IT Infrastructure and Service back bone which enables capture, processing and exchange of information amongst the stakeholders (including taxpayers, States and Central Governments, Accounting Offices, Banks and RBI).

### **3. OVERVIEW AND FUNCTIONAL REQUIREMENTS of GSTAT**

#### **3.1 Digitalization of GST Appellate Tribunal (e-Appellate Tribunal) Appeal and Hearing Process**

With the existing online operational framework of the GST appellate authority, it is essential for GSTAT to complement this digital landscape with its own robust online presence to ensure a seamless, transparent flow of cases to this higher quasi-judicial body. The critical integration of Information & Communication Technology (ICT) within the GST Appellate Tribunal (GSTAT) stands as a strategic imperative, enabling a transformative evolution in judicial processes specifically tailored for GST adjudications. As elucidated by the GSTAT Business Process Document, ICT encapsulates the vehicle for substantial enhancements to the tribunal's operations, modernizing GSTAT to function in concert with the already digital GST appellate authority. This harmonization not only streamlines case processing and resolution but also embodies a commitment to transparency and accessibility, ensuring that GSTAT operates at the forefront of judicial innovation.

The following enhancements, as detailed in the GSTAT Business Process Document, are salient to the envisioned modernization of the tribunal's operations:

- i. Enhanced Digital Integration: The fusion of law with progressive technology via ICT enables GSTAT to extend its judicial reach, offering seamless access to stakeholders regardless of geographical barriers and facilitating justice with unmatched reachability and ease.
- ii. Operational Efficiency and Fiscal Prudence: The ICT-enabled infrastructure facilitates hearings and interactions through virtual platforms, rationalizing expenditure and conserving valuable time for all judicial participants.
- iii. Resilient Virtual Hearing Framework: The incorporation of ICT within the GSTAT allows for adaptive and continuous progression of legal proceedings through remote court sessions, thus safeguarding the uninterrupted dispensation of justice.
- iv. Sustainable Judicial Conduct: The shift towards electronic documentation within a paperless tribunal landscape is underscored by an ecological imperative, promoting conservation while bolstering document security and integrity.
- v. Transparent Case Management System: ICT integration delivers a robust framework for case oversight and decision dissemination within GSTAT, upholding the tenets of accountability and nurturing public trust through an open and clear adjudication process.

The introduction of an Integrated Online Justice Delivery Platform is pivotal within the GSTAT's digitization agenda, aiming to translate the act of justice into a more dynamic, efficient, and user-centric experience. This solution is architecturally designed to digitize the gamut of processes inherent to GST-related legalities, ensuring:

- i. Secure, reliable and availability of data (24x7)
- ii. Accurate, effective and efficient system
- iii. Electronic delivery of services
- iv. Speedy communication & exchange/sharing of information among stakeholders.
- v. Cutting down the time and cost of the service delivery
- vi. Enhanced accessibility, transparency in processes and increased visibility
- vii. Study approach towards paperless office that encourages eco-friendliness.
- viii. Transparency in filing process, tax collection and resource management
- ix. Intuitive way of data recording
- x. Elimination of repeated entries of the records.
- xi. Enhanced resources management that results in time and resource saving leads to increase in productivity

#### **4. RFP OBJECTIVES and SCOPE OF WORK**

The critical integration of Information & Communication Technology (ICT) within the GST Appellate Tribunal (GSTAT) stands as a strategic imperative. As part of the Project, the forthcoming “scope of work” envisages installing & implementing decision support systems in GST Appellate Tribunal (GSTAT) across the country, through implementation of the following services.

GSTN intends to engage an MSP i.e. selected bidder to implement and operate “Managed IT services on OPEX model” at each of the GSTAT Bench Locations and Courtrooms, on Monthly payment mode.

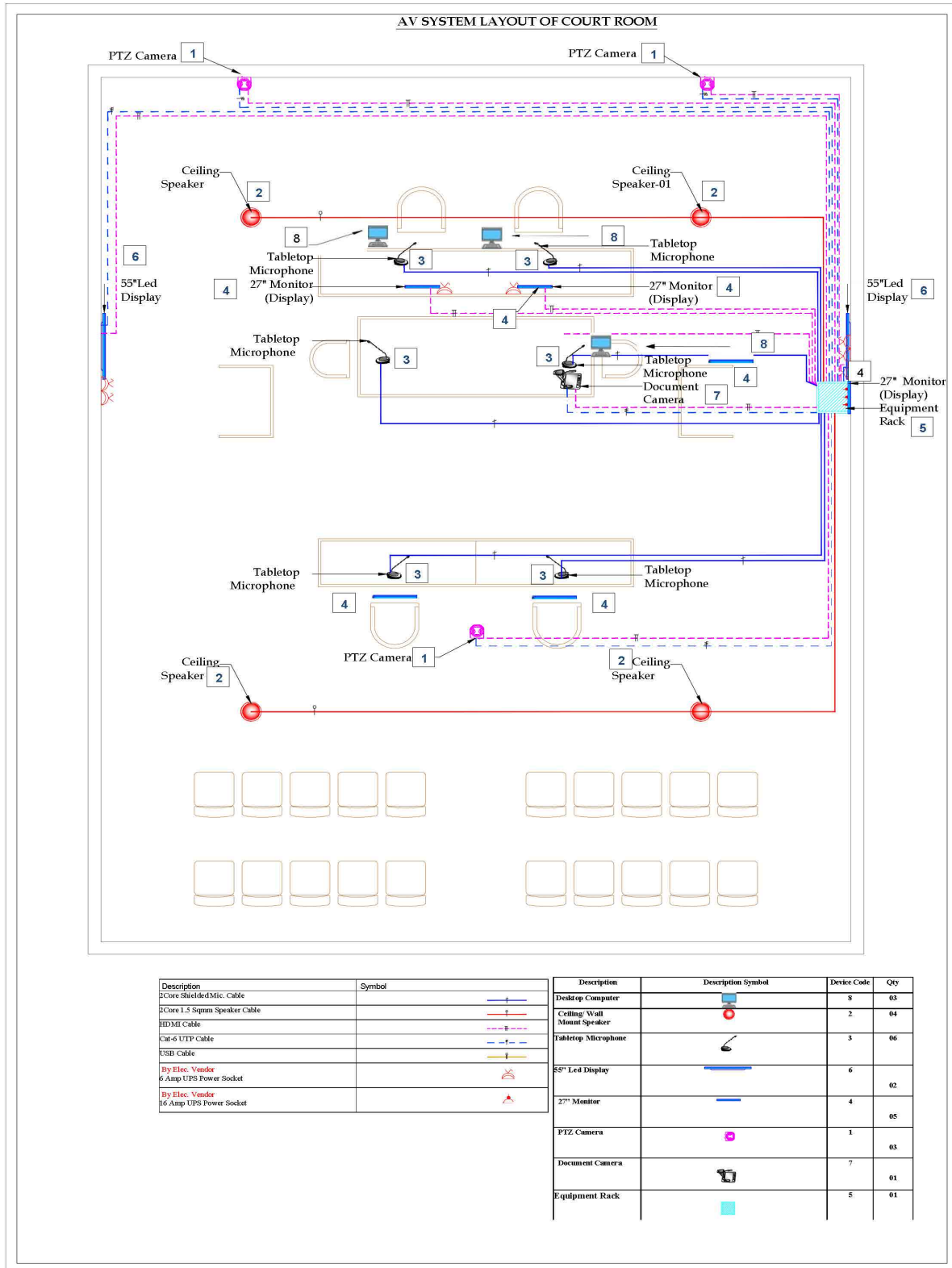
GSTAT intends to create “Hybrid Court system” in all of its Benches, being stationed at 44 locations and having 64 courtrooms across the country, to enable courts hearings: physically and virtually simultaneously. The hybrid hearings shall also enable live streaming for transparency and wider public access.

Through this tender GSTN seeks to assist the GSTAT benches and courtrooms with the following:

- A. Managed and Secure Bandwidth and ILL services.
  - B. SDWAN Based - Network and Security services- for the Benches /courtrooms for reliable and robust communication.
  - C. Quality AV/VC systems with Cloud hosted solution at the Benches /courtrooms, along with required computing devices.
  - D. Managed Computing services for Office setup and eSewa Kendra
  - E. Human resources at each or the Benches / courtrooms.
- I. The maintenance phase will be for a period of 5 (five) years after respective site Go-Live. Post completion of the 5 (Five) year period, the contract can be extended, at the discretion of GSTN and Mutual agreement, for additional two years on yearly basis or part thereof.
  - II. The overall setup is to be supported throughout the project duration with qualified manpower, at each of the Bench/ Courtroom locations, GSTN/ NIC location and Centralized NOC services.
  - III. Scope of work comprises of but not limited to Design, Supply, installation, testing and commissioning (SITC) of Audio-Visual equipment's including Audio / Video conferencing equipment, screens, display panels, audio reinforcement equipment, switching & control and computing devices for GSTAT benches.
  - IV. Provisioning, installation, management and monitoring of required computing, printing and supply of resources, as a fully Managed Service Provider (MSP). Selected Bidder will also have to support the local LAN / Wi-Fi setup through the project duration.
  - V. This project will be carried out in the turn-key basis. MSP needs to design, implement and operate the “Managed IT services” project on turnkey basis. MSP needs to do the appropriate solution design and sizing for the project as per the scope of work and other terms and conditions of the RFP. In case MSP has not considered any component/service which is necessary for the project requirement, the same needs to be brought by the MSP at no additional cost to GSTN.
  - VI. This Project will be carried out in the OPEX mode. GSTN/GSTAT would not be making any CAPEX investment for the IT services getting acquired through this RFP/Tender. The payments will be spread over the duration of the contract i.e. 5 years, in Monthly payments basis.
    - a. The entire solution has to be on OPEX (Operational Expenditure) model i.e. VC services, Computing devices and Software, SDWAN, Internet Lease line, Resident Engineer services, Data Entry Operator and Centralized NOC services.

- b. The Bidder/MSP shall solely be responsible for all payments (including any statutory payments), to its employees and / or sub-contractors.
- c. Summary of the key components of the scope of work are as mentioned below, the same is elaborated in following sections:
  - i. IT Architecture designing of the courtroom system
  - ii. Infrastructure procurement, supply and implementation
  - iii. Provisioning of bandwidth for the project
  - iv. Resident Engineer and Helpdesk setup
  - v. Training of the courtroom setup
  - vi. Operation and maintenance of GSTAT Courtroom services

## 5. Proposed schematic of COURTROOM





## **SECTION-II**

### **INSTRUCTIONS TO BIDDERS**

#### **1. BID SECURITY (EMD - EARNEST MONEY DEPOSIT):**

- a) 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.
- b) The earnest money shall be denominated in Indian Rupees. The earnest money shall be furnished in one of the following forms:
  - i. Account Payee Demand Draft
  - ii. Bank Guarantee
  - iii. Insurance Surety Bonds,
  - iv. Account Payee Demand Draft,
  - v. Fixed Deposit Receipt, Banker's
  - vi. Cheque or Bank Guarantee (including e- Bank Guarantee) from any of the Commercial Banks or payment online in an acceptable form NEFT/RTGS- In case of NEFT/RTGS, please make online transaction in sufficient time before the date & time of bid submission. The bidder will be required to submit declaration (Refer **Annexure VIII**) clearly indicating the UTR No. & tender Ref. No along with Bid document. Failing to submit aforesaid declaration in case of NEFT/RTGS, such bids shall be considered ineligible and summarily rejected.

Bank Details are as follows: -

Bank Account No. 10003053874

IFSC Code IDFB0020101

Bank Name IDFC First Bank Limited

Bank branch name KG Marg New Delhi-110001

- c) The demand draft shall be drawn on any Scheduled Bank in favour of "Goods and Services Tax Network" payable at 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-VIII** in this document.
- d) The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the RFP. Since validity period of bid as per this RFP should be 180 days, the EMD shall be valid for 225 days from Technical Bid opening date. **"Day" means calendar day.**
- e) The EMD is interest free.
- f) The EMD of successful bidder would be returned upon submission of Performance Bank Guarantee and signing of contract. The EMD of all unsuccessful bidders will be refunded by GSTN post submission of PBG by the successful bidder.
- g) The bid submitted without EMD will be rejected without providing any further opportunity to the bidder concerned.
- h) The bidder shall extend the validity of the offer and EMD on request by Goods and Services Tax Network.
- i) The EMD may be forfeited, if a bidder withdraws its bid during the period of bid validity.

## **2. VENUE & DEADLINE FOR SUBMISSION OF BIDS:**

- a) Bids, in its complete form in all respects as specified in the RFP, must be submitted to Goods and Services Tax Network (GSTN) as specified in the Key details Table.
- b) Goods and Services Tax Network (GSTN) may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids by issuing an Corrigendum/Corrigenda, 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 RFP 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 BID:**

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

## **5. MASTER SERVICE AGREEMENT:**

Master Service Agreement will be executed with the successful bidder. The draft copy of MSA will be shared with successful bidder at the time of issuance of Purchase Order/Letter of Award.

## **6. PERFORMANCE BANK GUARANTEE:**

- a) The successful firm/company will have to deposit a Performance Bank Guarantee (PBG) **@ 10% of the LOA value (including tax)**, on a non-judicial stamp paper of appropriate value and from any scheduled bank within 21 days from the date of issuance of Letter of Award (LOA)/Purchase Order (PO). Performance security may be furnished in the form of Insurance Surety Bond, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/confirmed from any of the commercial bank in India, or online payment in an acceptable form, safeguarding the purchaser's interest in all respects.
- b) If the PBG is not submitted in above stipulated time then LOA/PO may be cancelled and EMD shall be forfeited.
- c) Performance Security should remain valid for a period of 2 months beyond the date of completion of all contractual obligations of the Managed Service Provider including warranty obligations.
- d) The proceeds of the performance security shall be payable to the GSTN as compensation for any loss resulting from the Managed Service Provider's failure to complete its obligations under the Contract. The format of Performance Bank Guarantee is attached as **Annexure – XIV**.

## **7. SUBCONTRACTING AND TRI-PARTITE WITH ISP**

- a) The on-site resource deployment or any other service with prior approval of GSTN can be outsourced / sub-contracted at the same time overall responsibility shall be with the MSP. The payments processing shall be done to the MSP only.

- b) Sub-contracting is allowed for the services like; Human Resources (RE, DEO), Third party engagement at Implementation stage to expedite the delivery.
- c) For ISP services, Tripartite agreements shall be done, in case selected bidder is not an ISP.
- d) MSP will be solely liable for all the statutory compliances like Provident Fund, ESIC and other labor regulations prescribed by the State Government and Central Government as a Principal Employer. Further, the Human resources deployed at various benches of Tribunal shall be covered with adequate Accidental and Workplace Insurance.

**8. CONTRACT PERIOD AND SIGNING OF CONTRACT:**

- a) The successful firm/company will be required to execute a Master Service Agreement (MSA) on Rs.100/- Non-judicial stamp paper with GSTN within 21 days of the date of award letter (LOA). In case the successful firm / company fails to enter into the agreement with GSTN within 21 days, the EMD deposited by such firm/company may be forfeited without giving any further notice.
- b) The contract duration will be for 5 years. Since, there would be staggered delivery and implementation of the project, the start date of O&M period shall be agreed mutually. The start date of O&M Period shall not be later than 6 months from the date of issuance of LOA/PO.
- c) The Contract can be extended for additional 2 years or part thereof basis at the discretion of GSTN and mutual agreement.
- d) In case any critical component is going out of OEM support in the extended phase, the selected Bidder / MSP will bring the same to the notice of GSTN at least 6 months prior to the end of OEM contract / product lifecycle.

**9. OFFICER-IN-CHARGE:**

GSTN shall appoint an Officer-in-charge (OIC) for this project. He/she shall be single point of contact for all technical directions or decision related to the project. Similarly, agency should also propose an Officer-in-charge for this project for all project related decisions.

**10. LANGUAGE:**

- a) The bid and all related correspondence and documents in relation to the bidding process shall be in English language.
- b) 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.
- c) Supporting materials, which are not translated into English, may not be considered by GSTN. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail.

**11. VENDOR DETAILS:**

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

**12. ACCEPTANCE OF TERMS & CONDITIONS:**

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

**13. 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 Bid (or part of bid), and to annul the bidding process and reject all Bids at any time prior to Letter of Award, 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 RFP 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 towards the 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.

**14. 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 RFP including addition/ deletion of any of the item or part thereof before submission of 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.

**15. 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.

**16. COST OF THE BID:**

The cost of product/services agreed to be provided by the Managed Service Provider under this Agreement shall be fixed during the Contract Period.

## **17. TENDERING EXPENSE:**

The Bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its RFP including preparation, mailing and submission of its Bid 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.

## **18. CONTACTING GSTN:**

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

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

## **19. ALTERATION AND WITHDRAWAL OF RFP:**

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

## **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 -V**.
- 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 RFP Document by a corrigendum.

- c) The corrigendum (if any) & clarifications to the queries from all bidders will be posted on [www.gstn.org.in](http://www.gstn.org.in) also on CPPP portal.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP/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 Bid.

## **21. AUTHENTICATION OF BIDS**

The Bid should be accompanied by a Copy of Board resolution/Power-of-Attorney in the name/favor of the signatory of the Bid.

## **22. DEVIATIONS**

The bidder shall not provide for any deviations in the bid. If GSTN is of the opinion that the bid contains any deviation, then GSTN reserves the right to seek withdrawal of any such deviation before considering the technical and commercial bid.

## **23. 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 RFP:

- a. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- b. During validity of the proposal, or its extended period, if any, the bidder increases its quoted prices.
- c. The bidder's proposal is conditional and has deviations from the terms and conditions of RFP.
- 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 are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/ bidders are withdrawn upon notice immediately.
- f) If a firm quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

## **24. PROCUREMENT OF NETWORK BANDWIDTH**

The MSP will procure the bandwidth services on behalf of GSTN as part of delivery of services. However, MSP will be required to manage and monitor the bandwidth on behalf of GSTN. MSP will be required to enter into a Tripartite Agreement which will be signed between GSTN, MSP and ISP. A template for Tripartite Agreement has been provided as **Annexure XVII**.

## **25. EVALUATION PROCESS**

- a) GSTN shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- b) The decision of the Procurement/Tender Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.
- c) The Procurement/Tender Evaluation Committee may ask for meetings with the Bidders /presentations by bidders to seek clarifications on their Bids.
- d) The Procurement/Tender Evaluation Committee reserves the right to reject any or all Bids on the basis of any deviations.
- e) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

## **26. CONFLICT OF INTEREST**

A Bidder shall not have a conflict of interest that may affect the Selection Process (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the GSTN shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the GSTN for, inter alia, the time, cost and effort of the GSTN including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the GSTN hereunder or otherwise.

Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- (b) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
- (c) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; or
- (d) there is a conflict among this, and other projects of the Bidder and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the bidder will depend on the circumstances of each case. While providing services to the GSTN for this assignment, the bidder shall not take up any assignment that by its nature will result in conflict with the present assignment.

### 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. The Bidders who's Technical Bids are accepted will be informed about the date and time of opening the Financial Bids.
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 MSP. In case of downward revision in tax, the actual quantum of reduction of tax shall be reimbursed to GSTN by the MSP. 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 accompanying the bid or in any other form demonstrating that the representative has been duly authorized to sign.
9. Deviations and Exclusions: Bids shall be submitted strictly in accordance with the requirements and terms and conditions of the RFP. The bidder shall submit a 'No Deviation Certificate' (NDC) as per the format enclosed at **Annexure-XII**. The bids with deviation(s) are liable for rejection.
10. Bidder/ MSP undertakes that it is compliant to Central/State minimum wages act at the time of execution of the Agreement. The Bidder/ MSP 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 and all other relevant laws/regulations.



## **SECTION – III**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. FORCE MAJEURE:**

- a) Definition
  - i. For the purposes of this RFP, “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, declared Pandemic outbreak, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions 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/Contract 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 the arbitration clause of this RFP/Contract.

#### **2. TERMINATION:**

- A. Termination for Cause: GSTN may terminate the Contract, upon written notice to the MSP:
  - (a) In the event arising out of any of the following events:
    - i. The MSP fails to deliver the services or fails to perform the works within the timelines specified in the RFP/Contract; or
    - ii. The MSP commits breach of any of the terms and conditions of this RFP/Contract; or
    - iii. There is serious discrepancy in the quality of service by the MSP observed; or 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 MSP requiring him to cure the breach. If the MSP 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 MSP.

- (b) In case of any third party IPR breach arises against GSTN directly attributable to the actions of the MSP or confidentiality breach caused by the MSP or an act of negligence and/or willful misconduct by the MSP or any of its personnel.

In case of termination for cause, GSTN shall be entitled to recover loss and damages suffered by it on account for MSP's breach of the contract in terms of clause 8 herein.

- B. GSTN may terminate the Contract, upon written notice to the MSP, 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 180 days' to the MSP, at any time during the currency of the Contract.

The aforesaid notice shall specify that the termination is for the convenience of GSTN. The notice shall also indicate inter-alia, the extent to which the MSP 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 MSP all the payable against the works and services completed and balance payments towards the services delivered till agreed date as per the directions and Guidelines issued by Government of India.

### **3. ENTIRE AGREEMENT:**

This RFP together with all the Annexures referred therein, Letter of Award (LOA), Purchase Order (PO) and all the contents and specifications of the tender/RFP, 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 practices.

### **4. DEBARMENT:**

- a) 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/ Bhartiya Nyaya Sanhita, 2023 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.
- b) A bidder debarred under sub-section (i) shall not be eligible to participate in a procurement process for a period not exceeding three years.
- c) For a period not exceeding two years, if it determines that the bidder has breached the code of integrity as detailed in clause 5 herein.

## **5. 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 RFP 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 RFP 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.

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.

## **6. RISK PURCHASE:**

If the MSP fails to perform its obligations (or any part thereof) under this Agreement and SP does not make good such failure to the satisfaction of GSTN within 30 days (or such other additional cure period deemed reasonable by GSTN) of receipt of notice from GSTN about such failure or if the Agreement is terminated by GSTN due to breach of any obligations of the SP under this Agreement, GSTN reserves the right to procure same or equivalent services/goods/deliverables from alternative sources at the MSP's risk and responsibility. Any incremental cost borne by GSTN in procuring such services/goods/deliverables shall be borne by the SP. Any such incremental cost incurred in the procurement of the material from alternative source will be recovered from the undisputed pending due and payable payments/Security Deposit/ Bank Guarantee provided by the MSP under this Agreement and if the value of the services/materials under risk purchase exceeds the amount of Security Deposit and/or Bank Guarantee, the same may be recovered if necessary by due legal process. The incremental cost that may be recovered by GSTN from MSP under this clause shall be limited to 100% of the amount that was payable to SP for the non-delivered goods/services/deliverables.

## **7. 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 RFP 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 and amendments therein.
- b) The parties agree that any decision for Award of any Arbitral Tribunal pursuant to this clause shall be a domestic award subject to the provisions of clause 10 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.

## **8. INDEMNITIES AND LIMITATION OF LIABILITY:**

The MSP shall indemnify GSTN without limitation, against all claims, denial of GST input credit, non-compliance of any laws & regulations mandated by Government of India inclusive of GST laws as an MSP. Any suits, liability which may arise against GSTN on account of any third party IPR breach and action or willful misconduct under the contract. MSP at its sole option may settle or compromise the action, claim or suit or liability which may arise during this project.

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

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

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

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 Managed Service Provider to GSTN under this Agreement.

Nothing contained in this clause shall be construed to restrict GSTN's right to take appropriate legal action under applicable laws in case of any breach of applicable laws by the Managed Service Provider.

## **9. NON-DISCLOSURE:**

All GSTN's technical information, data, details, applications, papers, statements, drawings, business/customer information and other related documents forming part of order which may be communicated to or come to the knowledge of Bidder and /or its employees during the project shall be treated as absolutely

confidential and Bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of GSTN. In the event of any breach of this provision, the Bidder shall indemnify the GSTN against any loss, cost or damage or claim by any party in respect of such breach.

#### **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.

#### **11. PRIVACY AND SECURITY SAFEGUARDS:**

The successful bidder shall not publish or disclose in any manner, without the GSTN's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful bidder under this contract or existing at any GSTAT locations. The successful bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all GSTAT data and sensitive application software. The successful bidder shall also ensure that all its employees and associated staff who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the DoR/GSTAT/GSTN's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful bidder under this contract. The privacy and Security Safeguards mandated by the Government of India through any applicable laws and regulations shall be scrupulously complied with.

#### **12. CONFIDENTIALITY:**

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

No news release, public announcement, or any other reference to this tender/ RFP or any program there under shall be made without written consent of GSTN.

Reproduction of this tender/RFP, by photographic, electronic, or other means is strictly prohibited.

### **13. INTELLECTUAL PROPERTY RIGHT:**

- I. The MSP (with full title guarantee) hereby grants to GSTN a royalty-free, non-transferable, limited, irrevocable, nonexclusive license to use, the SP's documents and any Intellectual Property contained in the Facility/Contract/Software development, the works and the SP's documents for any purpose whatsoever connected with the facility. This license does not include a license to reproduce the Intellectual Property contained in the Works and the SP's documents for any other project undertaken by GSTN or any third person. GSTN shall have no right to create any copies of, reproduce or to disclose the MSP's documents to any third party without SP's prior written consent. For the purpose of clarity, SP shall retain the ownership of the pre-existing Intellectual Property Rights in the Facility and Works/Software development.
- II. GSTN shall grant to the MSP a royalty-free, exclusive license to use the background information and any Intellectual Property contained in the background information for the sole purpose of the performance of the SP's obligations under this contract. The MSP shall have no right to create any copies of, reproduce or to disclose the background information to any third Persons without the prior written consent of GSTN.
- III. The MSP warrants and represents that:
  - a. it has all rights,0 licenses and permissions necessary to grant, assign and transfer to GSTN licenses to the SP's documents and any Intellectual Property contained in the works and the SP's documents in accordance with this Contract.
  - b. it has no title or ownership to the Background Information and shall make no claim against or create any encumbrance over the Background Information or any Intellectual Property therein.
  - c. No infringement of any Intellectual Property of any kind of any third Person will result from the performance of this Contract.
  - d. It has paid all royalty on any and all Intellectual Property licensed by it.
- IV. The MSP acknowledges that the MSP is the author of the MSP's Documents and the MSP waives any moral rights which the MSP might otherwise possess and the MSP shall obtain a waiver of all rights that any of its employees, agents or Subcontractors may have pursuant to Applicable Laws in relation to the MSP's Documents.
- V. The MSP shall, if so requested by GSTN, at any time, execute such documents and perform such acts as may be required fully and effectively to assure to GSTN the rights referred to in this Clause.
- VI. If, consequent to an infringement of Intellectual Property, the MSP is prevented from performing the Works, is prevented from using the Works or the MSP's Documents, the MSP shall at its own expense and at its option:
  - a) Procure for GSTN the right to continue using the services or any portion thereof;
  - b) Re-perform the Services or part thereof, or replace the services or part thereof; or
  - c) Modify the services and MSP's Documents or part thereof so that it becomes non-infringing.

- VII. The SP shall indemnify GSTN and their officers, employees, agents from and against all claims, liability, loss, damage costs and expenses (including but not limited to legal costs) arising out of any claim that any Intellectual Property contained in the Works/Software development or the MSP's Documents or any use of such Intellectual Property by or on behalf of GSTN infringes the Intellectual Property of a third party during development and maintenance.

**14. JURISDICTION:**

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

## **SECTION-IV**

### **PAYMENT SCHEDULES AND TERMS**

GSTN is inviting bids on OPEX model, and the payments will be made as per below table:

- I. For OPEX Model: No advance or Upfront payments are payable. After installation of System components as per the SoW, Bidder/MSP shall submit with all satisfactory test report at site, testing and commissioning, in mutually agreed format with duly accepted by the Nodal site officers. This shall enable the bidder for payments Monthly services costs, as per the contract.

<b>SR#</b>	<b>Category</b>	<b>Milestone</b>	<b>Payment</b>
<b>1</b>	SITC (Supply, Installation, Testing & Commissioning) of Internet Lease lines	Go-live Acceptance and Test report of the Internet Leased line services	<b>Monthly</b>
<b>2</b>	SITC (Supply, Installation, Testing & Commissioning ) of SDWAN solution Items	Go-live Acceptance and Test report of the SDWAN services	
<b>3</b>	SITC ( Supply, Installation, Testing & Commissioning ) of AV/VC solution and Courtroom equipment	Go-live Acceptance and Test report of the AV/VC solution Courtroom equipment	
<b>4</b>	SITC ( Supply, Installation, Testing & Commissioning ) of Computing devices – Laptop / All-in-one, Desktop, Software / Printers etc.	Acceptance of the Computing devices equipment & Go-live	
<b>5</b>	O&M (Operation & Maintenance) per site basis and Centralized Helpdesk, Monitoring and Management services (NOC)	Operation and maintenance for 5 years	<b>Monthly</b>
<b>6</b>	On-site support, Resident Engineer (RE), Data Entry Operator (DEO) and Project/ Operations manager	From the date of deployment and Acceptance	<b>Monthly</b> On the attendance submission and approval from respective benches.
<b>7</b>	ISP payments per site basis and (TRAI mandate)	Operation and maintenance for 5 years	<b>Monthly</b>

Note:

- a. MSP will get Monthly payments of the per-site cost.



- b. As per TRAI mandate, the ISP payments shall be made directly by GSTN. There shall be Tripartite agreements between MSP, GSTN and ISP for the same.
- c. Helpdesk for Taxpayers is not part of MSP scope. This is an internal helpdesk setup by MSP to manage various issues to support the service delivery and SLAs.
- d. The quantity of All-in-one and Desktop may vary and the MSP needs to deploy as per the site requirement.

Payment will be made subject to submission of invoice along with Acceptance Certificate and all supporting documents duly certified by the Officer-in-Charge of GSTN.

- I. GSTN and MSP shall agree on a Formal Acceptance process, the bidders are requested to propose the same in their bids.
- II. MSP shall create an online system for the submission of relevant artefacts and Acceptance processing. The created system should facilitate the ease of site-wise / domain / services wise, SLA based artefacts submission, its validation and verification process. This is required in the interest of the project and regular monthly payment processing. Such a system shall enhance the efficiency of artefact management but also aligns with the project's objectives, facilitating timely and regular monthly payment processing.
- III. The MSP shall start receiving the Monthly payments, per site basis after the Acceptance and Go-live of the respective courtroom site.
- IV. The agency shall get the acceptance certificate of the work/deliverables/services from GSTN Officer-in-charge/SPOC.
- V. After getting Acceptance Certificate from GSTN Officer-in-charge, the agency shall submit the invoice along with acceptance certificate(s) to Finance division of GSTN.
- VI. Payment will be released through RTGS/NEFT within thirty (30) working days subject to receipt of the invoice along with Acceptance Certificate (signed by GSTN Officer-in-charge) and all requisite documents subject to correctness and validation of the invoice and no objections/ observations by GSTN. Format of Acceptance Certificate shall be provided to the successful agency along with LOA/PO.
- VII. No advance payment would be made to the MSP.
- VIII. During O&M phase Monthly payment for recurring Courtroom Managed services, Office and eSewa Kendra computing services, Internet Bandwidth, SDWAN (Software defined Wide Area Networks), NOC services and Human resources services will be done.
- IX. Other Expenses: The successful bidder will bear all other expenses including boarding, lodging and conveyance, of their team.

## **SECTION – V**

### **EVALUATION PROCESS**

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

#### **1. PRE-QUALIFICATION CRITERIA**

<b>Sr. No.</b>	<b>Parameters</b>	<b>Criteria</b>	<b>Evidence to be Submitted</b>
1	Legal Entity/Registration of Company	<p>a) The Sole bidder must be incorporated and registered in India under the Companies Act 1956/ The Companies Act 2013/ Limited Liability Partnership Act 2008 / Partnership Act 1932 as on the date of publishing of Tender notice (including name change/ impact of mergers or acquisitions).</p> <p>b) Registered with the GST</p> <p>c) Valid PAN Card</p>	<p>a) Certificate of Incorporation /Copy of Registration Certificate</p> <p>b) GST Registration Certificate</p> <p>c) PAN Card</p>
2	Annual Turnover	<p>The bidder must have an Average Annual Financial Turnover of <b>Rs. 100 Crores</b> during the last 03 financial years ended 31<sup>st</sup> March 2023.</p> <p>Kindly note that the turnover of bidding entity only will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.</p>	<p>a) Audited financial Statements for the last three years (Copies of the Profit and Loss (P/L) . 2022 – 2023; 2021 – 2022; 2020 – 2021</p> <p>b) Statements along with Balance Sheet for the concerned period);</p>
3	Profitability	<p>The Bidding firm must be a profit making (Profit after tax) company since the last three financial years (FY) i.e. 2022 – 2023; 2021 – 2022; 2020 – 2021.</p> <p style="text-align: center;">Or</p> <p>The Networth# of Bidder must be positive in last 03 financial years ending 31<sup>st</sup> March, 2023 as per the audited financial Statement.</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</p>	<p>a) CA Certificate</p> <p style="text-align: center;">OR</p> <p>Audited Balance Sheet for last 03 financial years i.e. 2022 – 2023; 2021 – 2022; 2020 – 2021 ending 31<sup>st</sup> March, 2023</p>

		Companies Act, 2013	
4	Work Experience	<p>During last <b>7 years</b> 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 <b>similar Scope of work (SOW)</b> as mentioned in this tender, costing not less than the amount equal to <b>Rs. 170 Crores.</b></p> <p><b>OR</b></p> <p>Two contracts/projects with <b>similar SOW</b> costing not less than the amount equal to <b>Rs.100 Crores</b> each</p> <p><b>OR</b></p> <p>Three contracts/projects with <b>similar SOW</b> costing not less than the amount equal to <b>Rs.85 Crores</b> each</p> <p><b>Note:</b> The order value stated above is inclusive of taxes.</p>	<p>Copy of Letter of Award (LOA)/ Purchase Order (PO)/ Work Order (WO)/ Contract or Agreement, consisting of Scope of Work (SOW) and Order Value <b>And</b> Certification of Acceptance/ Completion/ Operational by client or Company Secretary (CS)/Independent Auditor (<b>Annexure X</b>)</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> <p><i>Note: Copy of contract where the work/project should have been executed within India only</i></p>
5	Non-blacklisting declaration	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 <b>Annexure-XI</b>
6	No Deviation Certificate	No Deviation Certificate (NDC)	No Deviation certificate on bidder's company letter head as per <b>Annexure-XII</b>
7	Declaration of Acceptance of T&C	Declaration for submission of bid	Declaration as per <b>Annexure-XIII</b>
8	MAF	The bidder has to submit the Manufacturer Authorization Certificate or Dealership certificate	MAF shall be submitted in OEM format.
9	Necessary documents	Checklist of all the documents	

Note:

- Similar works means the work with similar scope of work as stated in this tender document inclusive Distributed e Governance and/or Managed Services like Common Service Centers, Aadhar Seva Kendra, Banking services etc.
- Agencies not meeting the Pre-Qualification Criteria would be rejected.

## **2. TECHNICAL EVALUATION**

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

### ***The steps for evaluation are as follows:***

- I. Evaluation of Technical bid will be done only for bidders who succeed in Pre-qualification criteria.
- II. 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.
- III. The technical bid document will be evaluated as per the requirements specified in the tender and technical evaluation framework as mentioned in the tender.
- IV. Bidders will be asked to present their experience, approach & Methodology.
- V. GSTN reserves the right to check/validate the authenticity of the information provided in the pre-qualification and technical evaluation criteria. The requisite supporting documents must be provided by the bidder.
- VI. Each Technical bid will be assigned a technical score out of a maximum of 1000 marks. Only the bidders who get a technical score of 65 percent or more in each section and 70 percent or more overall will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the bid.
- VII. The Bids shall be evaluated in QCBS method, 70:30 (70% Technical and 30% Commercial)
- VIII. The technical bid document will be evaluated as per the evaluation criteria mentioned in the table below:

The bidder's technical solution proposed in the technical evaluation bid document will be evaluated as per the evaluation criteria mentioned in the table below:

<b>SR#</b>	<b>Evaluation Criteria</b>	<b>Total Marks</b>	<b>Minimum Qualifying Marks (Cut-off)</b>
1A	Bidder's Experience	300	195 (>=65%)
1B	Experience in Distributed Managed Services like Common Service Centers, Aadhar Seva Kendra, Banking services etc.	100	65 (>=65%)
2	Approach & Methodology (A&M)	200	130 (>=65%)
3	Resource Planning, Key Personnel and Security Architecture	150	97.5 (>=65%)
4	Proposed Solution components	100	65 (>=65%)
5	Technical Presentation	150	97.5 (>=65%)
<b>Total</b>		<b>1000</b>	<b>700 (70%)</b>

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

**Normalized Technical Score of a bidder** =  $\{\text{Technical Score of that bidder} / \text{Score of the bidder with the highest technical score}\} \times 100$  (adjusted to 2 decimals)

**Example:**

Bidders	Technical Score	Calculation	Normalized Technical Score
Bidder-1	720	$(720/950) \times 100$	75.79
Bidder-2	850	$(850/950) \times 100$	89.47
Bidder-3	900	$(900/950) \times 100$	94.74
Bidder-4	950	$(950/950) \times 100$	100.00

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

## 2.1 Bidder's Experience

SR#	Criteria	Citation Details	Documentary Evidence	Max Marks Allotted
1.	<b>Experience in implementation and maintenance of similar scale Audio-visual conference solution / Computing systems in India</b>	<p>Experience in implementation and maintenance of large-scale Audio-visual conference solution of comparable scope and magnitude during the last five (05) years from the date of submission of bid. The value of the project be at least INR 15 crore. Only successfully completed citations should be considered</p> <ul style="list-style-type: none"> <li>2 citations of 30 geographical locations (should be successfully completed) = 150,</li> <li>1 citation of 20 geographical locations (should be successfully completed) = 100,</li> <li>1 citation for E-court / Hybrid court = 50</li> </ul> <p>Bidders will be evaluated as per their prior experience of deploying and maintaining the technologies proposed for this project. For the evaluation purpose, only</p>	<p>Copy of work order + Completion Certificates from the client. OR Work Order + Self Certificate of Completion (Certified by CS/independent auditor of the bidding entity)</p>	<b>150 Marks</b>

SR#	Criteria	Citation Details	Documentary Evidence	Max Marks Allotted
		those projects will be considered in which the project completion 100% as per the SOW of the project.		
2.	<b>Experience in implementation and maintenance of large-scale SDWAN solution in India (at least 100 nodes)</b>	<p>Experience in implementation and maintenance of large-scale SDWAN conference solution of comparable scope and magnitude during the last five (05) years from the date of submission of bid. The value of the project be at least INR 15 crore. Only successfully completed citations should be considered.</p> <ul style="list-style-type: none"> <li>• 3 citations of 100 nodes or 2 citations of 150 nodes (should be successfully completed) = 100,</li> <li>• 2 citations of 100 nodes (should be successfully completed) = 70,</li> <li>• 1 citation of 50 nodes (should be successfully completed) = 50</li> </ul> <p>Bidders will be evaluated as per their prior experience of deploying and maintaining the technologies proposed for this project.</p> <p>For the evaluation purpose, only those projects will be considered in which the project completion 100% as per the SOW of the project.</p>	<p>Copy of work order + Completion Certificates from the client.</p> <p>OR</p> <p>Work Order + Self Certificate of Completion (Certified by CS/independent auditor of the bidding entity)</p>	<b>100 Marks</b>
3.	<b>ISP qualification</b>	ISP should comply the Compliance Criteria and have a firm presence in the GSTAT locations to ensure faster Turnaround time	Self-Certificate and documentation of the ISP (Certified by CS/independent auditor of the bidding entity)	<b>50 Marks</b>

SR#	Criteria	Citation Details	Documentary Evidence	Max Marks Allotted
4.	<b>Experience in Distributed Governance and/or Managed Services like Common Service Centers, Aadhar Seva Kendra, Banking services etc..</b>	<p>For the evaluation purpose, only the Governance and/or Managed Services like Common Service Centers, Aadhar Seva Kendra, Banking services etc. projects will be considered.</p> <ul style="list-style-type: none"> <li>1 citations of 50 centers (should be successfully completed) = 100,</li> <li>1 citations of 25 centers (should be successfully completed) = 70,</li> <li>1 citations of 10 centers (should be successfully completed) = 50</li> </ul>	<p>Copy of work order + Completion Certificates from the client. OR Work Order + Self Certificate of Completion (Certified by CS/independent auditor of the bidding entity)</p>	<b>100 Marks</b>
<b>TOTAL</b>				<b>400 marks</b>

**Note:**

- The citations for bidder's experience are to be submitted in the format as provided in **ANNEXURE VI** of this RFP.
- GSTN reserves the right to check/ validate the authenticity of the information provided in the technical evaluation criteria and requisite support must be provided by the bidder.
- Similar Projects: With reference to the scope given in this RFP, similar work shall imply the work done by the bidder in area of AV/VC, Internet lease line, SDWAN services and IT system solution, implementation, integration and operations in India. Minimum geographical locations-20

## **2.2 Approach & Methodology**

SR#	Criteria	Details and Description	Max Marks Allotted
1.	<b>Understanding of Business and Scope of work and all aspects of the Project</b>	<p>a. Understanding of the Scope of Work</p> <p>b. Detailed deployment plan</p> <p>c. GSTAT infrastructure system architecture and Integration</p> <p>d. Technical Solution Documents should be properly tagged and indexed.</p>	<b>40 marks</b>
2.	<b>Delivery Management approach</b>	a. Experience in executing of OPEX model based managed IT services and meeting SLA / OLA objectives	<b>20 Marks</b>
3.	<b>SLA monitoring and management</b>	b. Capability to monitor and manage the SLAs and report the same in automated manner	<b>30 marks</b>
4.	<b>O&amp;M approach</b>	e. Detailed O&M project plan with	<b>30 marks</b>

SR#	Criteria	Details and Description	Max Marks Allotted
		approach f. Resident Engineer / DEO services and Ticket resolution mechanism	
5.	<b>Remote Infrastructure Management/ NOC services</b>	a. Approach for managing Courtroom VC / Computing systems setup along with Connectivity services/ SDWAN b. Remote management and NOC services, maturity of the Existing NOC services and managed / client sites Approach for embedding security by design	<b>40 marks</b>
6.	<b>Change Management approach</b>	a. Approach for handling change requests in terms of delivery and deployment. b. Adherence to OPEX model in implementing and managing Additional Sites	<b>20 marks</b>
7.	<b>Exit Management plan</b>	a. Detailed Exit Management plan to include: b. Phase wise Exit Management plan c. Approach for transition management to the MSP who will be continuing after this contract ends d. Knowledge sharing	<b>20 marks</b>
<b>TOTAL</b>			<b>200 marks</b>

### **2.3 Resource Planning, Key Personnel and Security Architecture**

For a project of such a large scale and geographical spread, it is imperative that the Managed Service Provider should deploy best of class professionals to ensure successful execution of this project. The MSP will in its proposal include the names and detailed curriculum vitae of their key personnel who will be working full time on this project.

Security Architecture of the SDWAN solution and VC services are important paradigm for the overall solution, the bidders should be able to demonstrate the same in detailed and un-ambiguous approach and manner.

SR#	Criteria	Details and Description	Max Marks Allotted
1.	<b>Human Resource Deployment Plan &amp; Governance structure</b>	Bidder would be evaluated for detailed: <ul style="list-style-type: none"> <li>Resource Deployment Plan</li> <li>Governance Structure</li> </ul> Bidder would be evaluated for Resource Deployment Plan, Governance Structure, deployment Turnaround time should be	<b>50 marks</b>



SR#	Criteria	Details and Description	Max Marks Allotted
		clearly mentioned in the plan, at each of the sites and number of sites that can be done in parallel and executed by the bidder	
2.	<b>Geographical Presence in India at the proposed GSTAT locations (MSP &amp; ISP)</b>	The Bidder would be evaluated for Existing Geographical presence and Operations in Pan India and the proposed locations. e.g. for absence in 10% of the proposed locations 0.5 marks shall be deducted	<b>50 Marks</b>
3.	<b>Security Architecture and principle</b>	a. Maturity of proposed NOC services b. Secured SDWAN solution c. Security aspects considered to secure the wired and wireless video and audio. d. Secured Cloud host meeting solution and features e. Security of Endpoint and patch management	<b>50 Marks</b>
<b>TOTAL</b>			<b>150 Marks</b>

**Note:**

- The minimum qualification and related details required for Key Personnel identified for this project is provided in **ANNEXURE-IV** of this RFP.

**2.4 Proposed Solution Components**

SR#	Criteria	Details and Description	Max Marks Allotted
1.	Solution/ Proposed products make and model Experience	Bidder will be evaluated as per their prior experience of deploying and maintaining of technologies proposed for this project. Technical and Integration architecture, covering the entire scope of project and Infrastructure deployment architecture proposed. Bidder will be evaluated as per their choice of OEM, MAF submissions for critical components, their past experience and overall historical performance of the products	<b>100 Marks</b>
<b>TOTAL</b>			<b>100 Marks</b>

**2.5 Technical Presentation**

SR#	Criteria	Details and Description	Max Marks Allotted
1.	<b>Presentation</b> (Approximately 1 hour presentation + 30 minutes Q&A and	a) Coverage and approach towards Scope of Work b) Governance framework	<b>150 Marks</b>

SR#	Criteria	Details and Description	Max Marks Allotted
	discussion)	c) SLA management d) Solution/Product Experience e) Overall Solution & Deployment Architecture f) Security of the AV-VC setup g) Security and maintenance of Computing devices h) Integration of AV-VC setup i) Monitoring mechanism j) Helpdesk services with Ticketing, Incident management / Service request handling k) Exit management plan l) Question / Answer	
<b>Total</b>			<b>150 Marks</b>

Below mentioned is a guidance note for bidders, ensuring that their presentation is crafted to facilitate objective evaluation of key areas during the bidding process. While bidders are free to organize their content and flow of the presentation, the following key themes outline the broad contours of the presentation:

**Duration:** The total duration of the presentation for each bidder will be approximately 1.5 hours wherein approximately 1 hour would be dedicated towards the presentation, followed by a Q&A session and discussion around key areas of interest for GSTN for the next 30 minutes.

**Attendees:** The presentation shall be delivered by the key personnel proposed in the proposal, led by the Program Manager.

**Outline for key areas of interest for GSTN:**

The bidders shall organise their presentations around the following areas:

- a) **Summary of the proposal:** The bidders shall provide a concise overview of the entire proposal highlighting their understanding of the project objectives
- b) **Approach towards Scope of Work**
  - (i) **Delivery and Implementation:** The bidders shall present their approach for addressing the scope of work towards of the RFP including plan, timelines and solution proposition.
  - (ii) **Approach for operation and maintenance:** The bidders shall present their approach for operating and maintaining the GSTAT setup during the contract duration across various tracks.
  - (iii) **Approach for exit management-** The bidders shall present their approach and plan for exit management in either scenario “Force Majeure” and Regular / agreed.
- c) **Governance framework:** The bidder shall provide a comprehensive governance framework to oversee the GSTAT setup System’s project.
- d) **SLA management:** SLA Management is a core of any project and the same is an integral part of this project. The bidders need to provide their understanding of the

SLAs defined in the RFP with the proposed reporting and monitoring mechanism for the same.

- e) Technical and Integration architecture, covering the entire scope of project and Infrastructure deployment architecture proposed.

## 2.6 **Evaluation of Commercial/ Financial bid**

- I. All the technically qualified bidders will only be notified to participate in commercial bid opening process.
- II. The commercial bids for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at GSTN's discretion.
- III. Only fixed price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered.
- IV. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- V. Any conditional bid would be rejected.
- VI. The financial bid should be submitted in the Price Format given in Annexure-I.

***Normalized Commercial Score of a bidder = {lowest quote/ bidders quote} x100 (adjusted to 2 decimals)***

### **Example:**

Bidders	Commercial quote given by bidders (In lakhs)	Calculation	Normalized Commercial Score
Bidder-1	850	$(750/850)*100$	88.24
Bidder-2	900	$(750/900)*100$	83.33
Bidder-3	750	$(750/750)*100$	100.00
Bidder-4	950	$(750/950)*100$	78.95

### 2.6.1 **Final score calculation through QCBS**

The final score will be calculated through Quality and Cost based selection (QCBS) method with the following weight-age: Technical: 70% Commercial: 30%

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

#### **Example:**

Bidders	Normalized technical score	Normalized commercial score	Final Score (70:30)
Bidder-1	75.79	88.24	79.525
Bidder-2	89.47	83.33	87.628
Bidder-3	94.74	100.00	<b>96.318</b>
Bidder-4	100.00	78.95	93.685

- i. The bidder with the highest final score shall be treated as the successful bidder. In the above example, bidder-3 will be treated as successful bidder.

- ii. In the event the final scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value bidder for award of the project.
- iii. Any conditional bid would be rejected.

### **2.6.2 Commercial bid evaluation consideration:**

- a. Only fixed price financial bids indicating total price, as specified in **Annexure-I**, Financial Bid/Price Schedule for all the services specified in this bid document will be considered.
- b. 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.
- c. 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.
- d. 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.
- e. 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 Managed Service Provider. In case of downward revision in tax, the actual quantum of reduction of tax shall be reimbursed to GSTN by the Managed Service Provider.
- f. In case of multiple price bid submitted by same bidder, lowest price bid will be considered for evaluation.
- g. 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 rejected/ignored.

### **3. APPOINTMENT OF MANAGED SERVICE PROVIDER (MSP):**

- i. **Award Criteria**  
GSTN will award the Contract to the successful bidder whose bid has been determined to be the most responsive bid as per the process outlined above.
- ii. **Contract Finalization and Award**
  - a. GSTN reserves the right to negotiate with the bidder(s) whose bid has been most responsive.
  - b. GSTN may reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly total contract value may change on the basis of the rates defined in the financial Bid.

### iii. **Failure to Agree with the Terms and Conditions of the RFP**

Failure of the successful bidder to agree with the LOA/Contract and Terms & Conditions of the RFP 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 bids from the interested bidders. In such a case, GSTN shall invoke the PBG or bid security given in response to this RFP of the successful bidder.

## **4. BIDDER'S PERSONNEL**

- I. The Bidder shall make arrangements for the engagement of staff and labour for the execution of the works at its own Cost. Bidder will depute qualified personnel at each of the site.
- II. The Bidder shall designate and propose suitable, adequately skilled and qualified persons as key personnel ("Key Personnel"), whose identities will be submitted by the bidder to GSTN within 5 days from the date of LOA to supervise the execution of the works and to liaise with GSTN, his authorized Engineer or any competent authority, as appropriate till Go-live. **Please refer Annexure-IV for the Key Personnel**
- III. During Project and operational phase bidder has to provide L1, L2 and L3 technical escalation matrix and required persons to meet the Delivery and Operational requirements. Bidder will also provide Management escalation matrix till India business head.
- IV. Bidder will facilitate helpdesk support for logging complaints for any faults during the operation phase by mail or using any ticketing system.
- V. Bidder shall have enough manpower pool to provide replacement in case any site-engineer goes on leave. On-site engineer will be allowed to take 1 days of approved leave in a month. Benches / Courtrooms must not be left unattended for IT services in any of the days.
- VI. The payment shall be done as per actual attendance on per site basis. In case of absence, 125% of the per day costs would be deducted.
- VII. Bidder will have dedicated Operations Manager and Technical Manager to manage all the sites from a central location and do necessary liaison with all benches and GSTN.
- VIII. GSTN has identified certain key positions that should be part of MSP's team during execution and O&M Phase. MSP shall provide resource deployment schedule including these key positions and other team members as mentioned in RFP.
- IX. Bidder shall ensure that at no time shall its employees, personnel hold themselves out as employees the GSTN/GSTAT, nor seek to be treated as employees.
- X. Human resources requirements and their summary job profile is given below.

Support Type	Category	Resources/ Site	Job Description	Timings
Onsite Support	Resident Engineer L1/L2 Support – VC and End-Users	1 Nos.	L1 Support for all Courtroom and office tasks: Video Conferencing, Laptops/Desktops, Wi-Fi, Office software, UPS, MFD Printers etc. Other IT management tasks; Connectivity, Internet links	Monday – Saturday 09:00 AM - 06:00 PM (Court mandated timings must be followed including Holidays)
	DEO (Data Entry operator)	2 Nos.	DEO (Data Entry operator) for Courtroom offices and eSewa Kendra, this role would be public facing.	
Remote/Offsite/ NOC Support	L2 Support	As required to meet the SLAs	L2 Support to manage and maintain centralized services, Internet links, SDWAN services, also coordinate with MSP, NOC team for L3, OEM, Vendor and other support. Remote support for all escalated or forwarded incidents by the onsite support staff & alerts generated by Monitoring solutions.	24x7
	L3 Support	As required to meet the SLAs	L3 Support to manage and maintain centralized services, OEM, Vendor and other support. Remote support for all escalated or forwarded incidents by the onsite support staff & alerts generated by Monitoring solutions.	24x7
Operations Manager/ SPOC	Operations Manager / SPOC	1	One project manager/SPOC should be assigned by the selected bidder as a part of support who will be responsible for followings: a. Act as a Single Point of Contact (SPOC) for the entire project. b. Responsibility for the entire management of the project after in Operations phase and overall monitoring of project. c. Coordination for Delivery/Installation of RMA hardware in stipulated time frame. d. Call flow management, Quality Service Delivery. e. Overall monitoring and management of managed VC solution, ILL and SDWAN and related services. f. SLA management and reporting. g. Crisis management and Emergency response procedures.	Monday – Saturday 09:00 AM - 06:00 PM (Excluding Holidays)
OEM Support	As required to meet the SLAs	As required to meet the SLAs	OEM support for all escalated/complex issues and/or for upgrades/patch support	As defined in Section #VI, Service Support Window

## **SECTION – VI**

### **SCOPE OF WORK AND SERVICES**

#### **1 SCOPE OF IMPLEMENTATION AND SERVICES**

GSTN is interested to engage and select a Managed Service Provider (MSP) for the Scope of Work / services detailed in forthcoming sections, for the GSTAT Benches / Courtrooms.

- I. The Bidder selected through this RFP would be the Managed Service provider (MSP) for this contract.
- II. The scope of implementation services includes network designing, providing all related software, network hardware for connectivity, last mile, bandwidth, installation, configuration, hardening, maintenance support, integration with LAN/WAN, Firewall, proactive monitoring and reporting, change management, migration, training etc., with SLA binding the Bidder to uptime and application/service quality commitments.
- III. The Selected bidder shall provide an end-to-end solution for the identified locations, including supply, installation, commissioning, integration, testing, maintenance etc. of the required managed services, all necessary application software and maintenance of the equipment supplied for a period of five years (hardware, system and application software, end point equipment etc.) with back-to-back support from the OEM onsite support (5 Years), which shall be further extendable for 2 years on mutual agreement.
- IV. The selected Bidder will implement Integrated solution for NGFW providing secure channel Internet access.
- V. The MSP has to provide two Internet Lease Lines at each Benches / Courtrooms
- VI. It will be the responsibility of MSP to perform the necessary integrations for both of the ISP.
- VII. Bidder should ensure that none of the proposed “Active solution components” should go end-of-support within 7 years from the date of the Purchase Order. Bidder will obtain necessary MAF from the OEM.
- VIII. For the GSTAT setup, as per the need some of the deployments can be done over the Cloud based services. The Cloud should be based in India and MIETY compliant.
- IX. The bidder needs to factor for required Network / Equipment racks at each site, including cabling, interconnects and accessories etc.
- X. The MSP needs to factor for 48-port L3 manageable switch, for each of the Courtrooms.
- XI. GSTN will perform Vulnerability Assessment of the setup by appointing an auditor on Half-yearly basis. The MSP shall be responsible for mitigating the issues identified and shall adhere to the timelines as per the SLA terms.
- XII. MSP shall be responsible for getting the necessary ISO certifications (ISO 20000 and 27001) done within 12 months post issuance of LOA and shall submit the certifications. MSP needs to maintain the ISO certifications throughout the contract period, annual audit shall be conducted for sustenance.
- XIII. Bidder is required to deploy skilled resources that will be required for the successful completion of the project within stipulated timelines given in the RFP.

- XIV. Services proposed over these Links and setup are:
- a. GSTAT Application (hosted over Meghraj cloud with DC/DR setup)
  - b. Email services, few cloud based services and office automation software
  - c. Video Conferencing services: (Cloud host based) and IP based services
  - d. General internet uses
  - e. System monitoring and OS patching, Anti-virus etc.
  - f. Each Courtroom and office setup would be having approximately 20 users working from the premises.

**Exclusions from the RFP Scope**

- i. Physical site readiness including major civil work
- ii. Office Infrastructure/ furniture e.g. Chair, Table etc.
- iii. Power, Space, Cooling, Internal electrical cabling etc.
- iv. Passive LAN Cabling within the Courtrooms and Court Premises.

**1.1 Managed Internet lease line (ILL) services**

- I. The ISP / MSP has to provide multiple Class of Service (CoS) for BUSINESS from CPE-to-CPE real time traffic (voice, video conference) and non-real time traffic (HTTP, FTP, Email)
- II. The MSP has to undertake maintenance of all the ISP equipment's at all locations/offices of GSTAT / GSTN
- III. The ISP to upgrade bandwidth from the initial contracted value to higher/lower value based on operational requirements, which shall be handled through Change request.
- IV. The selected Bidder to shift the equipment and provide the services, connectivity at new location, in case of shifting of existing premises at any of the present or future GSTAT location as per terms of RFP.
- V. The proposed solution (ISP / MSP) should support IPV4 & IPV6 addressing scheme.
- VI. The MSP shall be defining the IP schema, Networking and Security architecture for the Courtroom setups.
- VII. If at some location Network Integrator provides last mile through other WAN service providers, the total responsibility of Liaison, commissioning, maintaining the link including all commercials involved should be taken care by the bidder.
- VIII. Last mile Link should be on Fibre Optic using self-healing architecture, if any locations wherever OFC is not feasible bidder may provision last mile link over Fibre/Rf (Radio Frequency), but they will have to implement Fibre Optic with 3 months of the time.
- IX. In case the last mile is on wireless, Service provider has to ensure that no other Radio equipment causes interference to wireless signals used for GSTAT connectivity and the Radio equipment should not be able to trap the signals used for GSTAT network.



### **1.1.1 Delivery and implementation of Internet Lease line**

**MSP has to provision the Internet Lease line as follows:**

- I. In case, two courtrooms are operating from same building premises:**
    - a. 100 Mbps (Primary link)
    - b. 100 Mbps (Secondary link)
  - II. In case, Single courtroom is operating from a building premises**
    - a. 50 Mbps (Primary link)
    - b. 50 Mbps (Secondary link)
- i. The Internet connectivity leased line should have fully dedicated (1:1), unshared & high quality **100 / 50 Mbps** symmetric bandwidth per courtroom setup, without any compression factor through optical fibre. This includes setting up of last mile connectivity using OFC technology, supply & installation of necessary equipment, deploying of cable up-to Ethernet Port with GSTAT existing local area network.
    - a. The Bandwidth services have to be extended at each of the Courtroom and adjacent GSTAT office and eSewa kendra.
  - ii. These links will be delivered as fully managed services by the ISP/ Bidder.
  - iii. Both of the ISPs (Internet Service Provider) shall provide and configure **/30 (100Mbps) / (50 Mbps)** Public IP addresses (IPv4 & IPv6), at each of the sites.
  - iv. ISP will create Local loop has to be through fibre cable, wherein optical fibre is extended right up to the customer premises. The fibre optic link to GSTAT should be based on a ring/ mesh topology to provide redundancy.
  - v. ISP should have capability to route the Traffic to secondary International Gateway if the primary fails.
  - vi. The last mile link will be on fibre with self-healing architecture to maximize the availability of the link and minimize the failure. Network redundancy has to be built to protect the traffic from cable cuts.
  - vii. Building permissions, entry pass to the location for delivery of Internet Leased Line, Hardware/Software and last mile to be managed by the ISP. GSTN will assist for the same, as needed.
  - viii. All necessary clearances shall be the sole responsibility of the ISP / MSP. ISP should ensure that the local loop provisioning does not violate regulations as laid by Government of India / DoT / TRAI in respect of such links / networks.
  - ix. ISP / MSP has to mention the Escalation procedure and matrix for customer complaints.
  - x. The Multiplexers/Modems/Patch Cords/Fiber Converter etc. and any other equipment (as necessary) for commissioning of internet bandwidth link will have to be supplied, installed and maintained by the MSP at sites and shall remain their property.
  - xi. ISP should provide 24X7X365 support, maintain and monitor the end-to-end connectivity and should have facilities for 24X7X365 centralized call centre / NOC. Also, the ISP should have adequate resources to provide immediate support in case of link break downs or any such issues/problems.
  - xii. The ISP / MSP should provide online portal to view real time Bandwidth utilization / performance. It should provide report generation such as real

- time basis / Hourly, Daily, Weekly and Monthly basis. Besides, the reports should also be made available on demand.
- xiii. MSP shall be responsible for security of the entire setup including the underlying IT systems, Network compliance with applicable ISO standard.
  - xiv. If CAF (Customer Application Form) is required by the ISP, then the terms and conditions of the CAF will be agreed on mutual concern of ISP and GSTN. CAF should be provided along with the Bid.
  - xv. Refer ANNEXURE-III for ISP qualification criteria and compliance
  - xvi. The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation, testing adjustments and commissioning, as may be required for the project.
    - A. Delivery of the equipment: The ISP/ MSP shall deliver the equipment at the respective locations. The MSP has to plan for the staggered delivery of the project based on the availability of the courtroom sites and on confirmation by GSTN.
    - B. Insurance of the Equipment: The bidder shall provision for necessary Insurance of the Equipment installed.
    - C. On the successful completion of work, bidder would be required to submit the following:
      - a. Completion drawing showing location of cable route and placement of all the equipment's.
      - b. Report of entire installation
      - c. Operation and maintenance manual of all major equipment.
      - d. Any other drawings relevant to the work
      - e. Site wise IT assets inventory details

## **1.2 Managed SDWAN solution and services**

GSTN intends to implement Software-defined Wide Area Networks (SD- WAN) solution in DC/ DRC / GSTAT Benches / Courtrooms / Offices /eSewa kendra to meet GSTAT/ DoR/ GSTN business requirements.

Meghraj cloud of NIC has been considered as Primary Data Centre (DC) for GSTAT Project. Disaster Recovery (DR) site will be communicated in the due course. The application may be hosted on any other Cloud as well, in the due course of the project.

- I. GSTN has envisaged to implement Software-defined Wide Area Networks (SDWAN) for better security, enhanced performance, visibility and availability.
- II. Since, this is a “Green field” project and will be integrated with NIC MeghRaj cloud, bidder will have to participate in discussions and finalize the solution along with NIC and GSTN and any other nominated agencies, as the need arises.
- III. **Proof Of Concept** - GSTN may ask bidders to showcase, the Proof of concept (POC) during technical evaluation for the bidders who has complied all the eligibility criteria as mentioned in the RFP, to verify that the proposed SDWAN solution/devices/appliances conform to all technical specifications and scope of work mentioned in the RFP. The POC can be performed on the bidders/OEM cloud.
- IV. Bidders have to procure/ deliver and implement the network and security equipment to implement the SDWAN solution, to meet the GSTAT / GSTN

- requirements. The project shall be delivered in staggered manner and the same would be agreed with the successful Bidder.
- V. The proposed SDWAN Solution should be implemented as true software defined WAN solution. The proposed solution should have separate Centralized Network Orchestrator, Manager and a controller along with compatible Head-end and Edge devices.
  - VI. Management Engine Shall be a component that provides single point of entry for Configuration and Monitoring. It shall be securely accessed and capable of configuration policies, monitoring and troubleshooting of multiple WAN Edge devices in the branches, datacentres or remote locations. This management engine shall be available in either physical/virtual form factor and should provide high availability.
  - VII. SDWAN controller - shall be a component that abstracts all the routing information from the edge devices and distributes route prefixes, encryption key to all Edges. The controller shall maintain centralized routing table, controls route advertisement as per policy, creates end to end segments on network, instructs data plane to change traffic flow as per the defined policy. Controller shall be available in either physical/virtual form factor and should provide Active-Active instances across DC and DR.
  - VIII. In case, for the cloud-based SDWAN Controller, the solution should be hosted in a cloud data centre located in India only.
  - IX. Orchestrator/Authentication Gateway shall be used to authenticate the onboarding edge devices using Certificates and serial number of the edge devices.
  - X. The Solution should have the capability to support different encryption keys per transport and per SDWAN edge neighbour with the ability to automatically refresh encryption keys within a specified interval. System should not use pre-shared keys
  - XI. SDWAN Edge should support hybrid mode of working i.e. core routing, VPN platform as well as central edge routing. It should be possible to change mode of working with software command without any changes in operating system
  - XII. The SDWAN solution must support single device with multiple links or multiple links spread across two SDWAN devices physically however all wan links must work in active-active fashion at member locations if router level High Availability is required. Both SDWAN devices must work in Active-Active fashion
  - XIII. SDWAN solution should provide comprehensive analysis of traffic flows in the network with information on monitoring and reporting of network delays, troubleshooting tips, and graphical deep insights into flow analysis.
  - XIV. Bidder should implement SDWAN capable device to utilize both the links actively in load balancing manner at GSTAT locations. The solution should also be capable to utilize both the links in following scenarios.
    - a. MPLS + Internet
    - b. Internet + Internet
    - c. Internet + Broadband
  - XV. The SDWAN Solution provided by the bidder should be horizontally scalable up to 200 locations.
  - XVI. The MSP must ensure that at any instance, the utilization of the CPU, Memory etc. of the SDWAN Devices installed should not cross 70% of the total available resources respectively. In case the utilization of

CPU/MEMORY etc. crosses the threshold of 70% on regular basis, then bidder need to provide necessary solution to keep the utilization below the threshold limit or upgraded equipment free of cost during the entire tenure of contract.

- XVII. The bidder should propose redundant and high-availability architecture at all levels at the time of technical bid submission which should be vetted by the partner OEM.
- XVIII. Bidder needs to ensure that proposed solutions /devices can work and integrate with existing Meghraj NIC or any other cloud setup, with new SDWAN architecture to ensure ease of operation and network creation for GSTAT. The proposed SDWAN solution should have capability to allow automatic/dynamic encrypted IPSEC tunnels creation between the office devices, to enable location to location communication.
- XIX. The solution provided should be running on dedicated hardware appliance/devices at all GSTAT locations.
- XX. SDWAN Solution must be implemented in such a way that, incoming and outgoing traffic will be load balanced automatically across the network links at courtroom locations even in case primary link is not fully utilized. Traffic should be sent across network links even when link is not congested. Based on network analysis of the current setup the solution must select the best path based on link quality and policy.
- XXI. The bidder should have back-to-back arrangement of premium support services with OEM for the successful design, implementation of the SDWAN Solution and technical support for the tenure of contract.
- XXII. The proposed SDWAN solution should support for Hub & Spoke, Partial Mesh, full mesh network topology from day 1. Bidder should adopt and implement the topology in agreement with GSTN and NIC.
- XXIII. The proposed SDWAN solution should support Hybrid deployment where non-SDWAN sites and SD- WAN enabled sites would interoperate in the SDWAN topology.
- XXIV. In the proposed SDWAN solution, the administration should be able to drill down these reports for troubleshooting. For e.g., application accessed by specific host along with bandwidth consumed during defined amount of time.
- XXV. The SDWAN Controller should support integration with third party ITSM tool for the workflow management.

#### **1.2.1 SDWAN -Device specifications**

Refer ANNEXURE-III for Technical Specifications and Compliance

#### **1.2.2 SDWAN -VPN Security and Compliance**

Refer ANNEXURE-III for Technical Specifications and Compliance

#### **1.2.3 SDWAN - Centralized Management, Monitoring and Configuration and Reporting**

Refer ANNEXURE-III for Technical Specifications and Compliance

#### **1.2.4 SDWAN Management Controller Functional Requirements**

Refer ANNEXURE-III for Technical Specifications and Compliance

#### **1.3 Implementation of AV/VC solutions**

The Scope of work shall include Design, Supply, installation, testing and commissioning (SITC) of Audio-Visual equipment's including Audio / Video conferencing equipment, screens, display panels, audio reinforcement equipment, switching & control and computing devices for GSTAT benches.

The setup is also supposed to be supported throughout the project duration with qualified manpower, at each of the locations. The list of locations is given in at **ANNEXURE-II**, the confirmed address of the Courtroom setup will be provided to the selected bidder.

- I. The MSP shall provide an end-to-end solution for the identified locations, including supply, installation, commissioning, integration, testing, maintenance etc. of the required Video Conferencing hardware, all necessary application software and maintenance of the equipment supplied for a period of five years (hardware, system and application software, end point equipment etc.) with back-to-back support from the OEM onsite support.
- II. The details of equipment's for installation of the same are indicated in Bid specification document along with ancillary components. The selected MSP shall be responsible for supplying, installation, testing, programming, maintenance and operations of the hybrid court system.
- III. The work shall also comprise of entire labour including supervision and all materials necessary to make a complete installation, testing adjustments and commissioning, as may be required for the project. The term complete installation shall not only mean major items covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in detail in the tender document in connection with this contract, as this is a turnkey job.
- IV. All sundry equipment, fittings, assemblies, accessories, hardware items, bolts, supports, termination plugs for electrical connection, cables, Audio visuals, junction box and all other sundry items for proper assembly and efficient working of the various equipment and components of the work shall be deemed to have been included in the tender, irrespective of the fact whether such items are specifically mentioned in the tender or not.
- V. All tools and tackles required for unloading, handling of equipment's and materials at site of work as well as for their assembly and erection, testing, commissioning and also necessary test instruments shall be the responsibility of the bidder.
- VI. Delivery of the equipment: The bidder shall deliver the equipment at the respective locations post confirmations from GSTAT/GSTN
- VII. Insurance of the Equipment: The bidder shall provision for necessary Insurance of the equipment installed.
- VIII. The bidder shall prepare and submit detailed design for AV/ VC and other solutions for the Courtroom along with the bid submission, for the technical evaluation.

- IX. It is the responsibility of the bidder to change/ update the products (AV/VC) Hardware & software's services after the implementation or during the contracted period if the objectives are not met as per the scope of work.
- X. Bidder will be responsible for error free operations of the equipment installed at each of the benches / courtrooms.
- XI. TRAINING & DEMONSTRATION: The bidder shall conduct an on-site demonstration and training session for operating AV/VC setup for GSTAT end users after successful installation.
- XII. SOFTWARE & PROGRAMMING: Any software or programming required for successful installation, testing, commissioning and functioning of all equipment and systems installed by the bidder shall be in the scope of the bidder. All such software's required shall be installed with genuine latest versions, shall be as per OEM's specifications/ recommendations.
- XIII. COMPATIBILITY OF SYSTEM: It shall be bidder's obligation to ensure that all the software, hardware, equipment's, and AV systems, including input-output connectors/ port/ terminals, are seamlessly compatible with one another.
- XIV. The Codec, Cameras, Touch Panel should be from same OEM for better interoperability.
- XV. The Proposed VC Solution should also include Central Dashboard for remote monitoring, management and alerts notifications for the IT team deployed in courts for faster resolution. It should also provide diagnostics of the VC Call and other parameters related to it.
- XVI. The centralized solution to manage all User accounts and privileges. The Meeting platform should support streaming of hearings to any other RTMP Based platform. The VC Solution proposed in the court room should integrate natively with the meeting platform including muting/unmuting of participants, Start-Stop-pause recordings etc.
- XVII. CONNECTORS/ ADAPTORS/ CONVERTORS, HARDWARE, ACCESSORIES, MOUNTING KITS ETC: The connectors/ adaptors/ convertors/ports required in making connection between various equipment, cables or terminating cables into equipment shall be provided and installed by the bidder as per industry standards, design and site requirements.
- XVIII. POWER AND LAN SUPPLY TO THE AV EQUIPMENTS: The bidder shall take power connections\* for the (Audio-Visual equipment) from the available electrical already installed in each of the courtrooms. The bidder should provide proper cable dressing/labelling inside the rack and outside, providing adequate network switches, connectors, adequate power sockets for racks, LAN cablings etc. as per the proposed solution.  
\*In case UPS power supply is not available the Bidder will supply 5 KVA online (min 30 minutes backup) UPS at such locations.
- XIX. OPERATING CONDITIONS: All Audio-Visual Equipment enlisted in this tender shall be suitable for operating under following environmental conditions.

SR#	Environmental parameter	Range
1	Operating Temperature	5°C - 40°C
2	Operating Humidity	15% - 80% RH
3	AC Voltage supply (for equipment's that operates on AC voltage supply) *	110V - 240V AC @ 50-60 Hz

\*There may be equipment which operate on DC supply or Power-over-Ethernet (PoE) as per manufacturer's specifications. The bidder shall supply and install the equipment along with the necessary adaptor, power cords, Ethernet Cables / cords or any other provision required as per manufacturer's specifications.

- XX. OPERATIONS AND MAINTENANCE MANUALS: The Bidder shall prepare and submit to the GSTN, the operation and maintenance manuals in accordance with the specifications and in sufficient detail to operate, maintain, adjust, fine-tune, backup, port details, etc. for the AV/VC system.
- XXI. All works shall be carried out in accordance with relevant regulations, both statutory and those specified by the Indian Standards related to this work.
- XXII. On the successful completion of work, bidder would be required to submit the following drawings:
  - a. Completion drawing showing location of cable route and placement of all the equipment's.
  - b. Report of entire installation
  - c. Operation and maintenance manual of all major equipment.
  - d. All the relevant records to certify that the genuine equipment's from the manufacturers have been used.
  - e. Site wise IT asset inventory details

#### **1.3.1 Expected outcome of the AV/VC setup**

- I. GSTN intends to setup VC infrastructure for the following purpose:
  - a. Conduct discussions amongst different locations/stakeholders using Video Conferencing.
  - b. Make presentations/share screen or applications to different locations having VC facility.
  - c. Conduct Meetings with outside parties having VC or using software client facility, via Internet.
  - d. Address by Honourable Judges / Members / Officials, which could be streamed live across various locations via the Internet
  - e. Court proceedings, which could be streamed live across various locations via the Internet.
  - f. Allow Executives and senior level officials to interact with each other via PC to PC (one-to-many, many-to-many).
- II. VC display should come on Monitors and LED TV installed at the court room.
- III. The proceedings of the court should be recorded as per the requirement – Local and Video conferencing.
- IV. If any content is to be presented on VC, on selection of any ports the contents from the respective selected port should be displayed.
- V. If any local content is to be displayed, on selection any of the ports the content from the respective selected ports should be displayed in room.
- VI. All the above to be automated without giving any option to select the displays or by giving the option to select the displays and will be finalized during implementation time.

- VII. The Courtroom cameras focus, with one camera each focussed on the Hon. Judge & Member, and other at the 2 (Two) Lawyers / representatives. This should be either native functionality of the codec or by adding any additional interface between the codec and the camera.
- VIII. Codec, Camera, Touch Panel from Same OEM for Better Interoperability and integration should be ensured for Codec, Camera, Touch Panel; A Solution Assurance Certificate from the respective OEMs should be submitted for the same. Document Camera/PC view along with cameras view can be sent to Far end meeting. The Touch Panel has the capability to Start/Stop Content Sharing from Document Camera/PC.
- IX. The content output of the PC should also be displayed on an interactive writing pad as well.
- X. The necessary controls for volumes, document camera, mute & unmute of all mics etc. should be provided.

Above-mentioned pre-set should be available for users at touch panel. Programming of control system and DSP should be complete in all-aspects and can be modified or added based on GSTN / GSTAT requirements during the contract period.

#### **1.4 Supply and installation: Computing devices / Wi-Fi / CCTV**

##### **Computing devices:**

- I. Bidder will provision the required computing devices (All-in-one, Laptops, Desktops, Printers etc.) along with end-point security, office software, systems patching etc. throughout the contract period.
- II. MSP shall implement Directory Services for all of the Desktop / Laptop / Computing devices for ease in centralized management.
- III. MSP shall implement Centralized Backup solution for all of the Desktop / Laptop / Computing devices
- IV. These have to be provisioned at each of the sites, as per the scope of work. Bidder will ensure that all the Computing devices is well supported through OEM on-site support. In case of any repairs required the bidder will be required to arrange for the stand-by.
- V. Computing setup will be hardened and have necessary Anti-virus solutions also.
- VI. Wi-fi Setup should have provision to provide access to the office users in secure manner.
- VII. **CCTV setup** – This needs to be considered in the proposal in case the Courtroom requires or asks for the same. The deployment shall be done post confirmation from the GSTN.

#### **1.5 Operations and Maintenance Services**

- I. The initial application being developed by NIC, the details are attached as **Annexure XVIII**. The application rollout will be carried out in Two Tracks.
- II. The MSP may on need basis take over the application operations and further enhancements, ticket management as per the project requirement at a later stage.
- III. MSP has to monitor the setup End-to-End through their centralized NOC 24x7x365. MSP shall provide access to centralized monitoring setup for GSTN /GSTAT as well.
- IV. The MSP has to establish centralized Helpdesk for the all the IT services being delivered through this RFP.



- V. MSP must deploy an ITIL based Helpdesk tool, it should have 24 X 7 facilities to raise trouble tickets and customer support on Remote.
- VI. Bidder shall implement Centralized patching solution for all IT equipment's /computing devices including security solutions, as per the GSTN requirements
- VII. The MSP shall ensure the maintenance of the connectivity and links.
- VIII. Should intimate about planned events and service outages through alerts.
- IX. On detection of any malicious behaviour of the device, there should be an option to lock or invalidate the device from the fabric without altering the configurations.
- X. MSP should support controller based summarized view of device and link status along with notification for SDWAN setup and services.
- XI. Bidder shall define, develop, implement, and adhere to IT Service Management (ITSM) processes aligned to ITIL framework for all the IT services defined and managed as part of this project.
- XII. Bidder will list the repeated issues and preventive steps taken going forward and shall share the report with GSTN/GSTAT. The Bidder shall ensure ticket analysis quarterly and will ensure the revamp in consultation with GSTN.

#### **1.6 Remote/Offsite/ NOC / SOC Support**

- I. In case of need (e.g. whenever the Onsite support resource is unable to address the issue / configure / provide the needed service or resolution) and/or upon escalation, off-site support shall be provided by MSP in order to meet the TAT of service / incident and ensure resolution defined as per the timelines for the project.
- II. The Offsite/NOC support should be L2/L3 and above level in case MSP needs to move support resources to GSTAT for resolution of the issues / incidents / the same shall be catered by MSP.
- III. During non-office hours, it is the responsibility of the remote NOC to take care of the Data Centre services provided, managed & maintained as part of the scope defined in this RFP proactively. If any Hands & feet support is required during non-office hours, it is the responsibility of remote NOC team to coordinate with the onsite resources and ensure adequate support is provided by the onsite team to meet the SLA requirements.
- IV. The NOC should be compliant to relevant ISO standards (viz: ISO 27001, ISO 20000 etc.)

#### **1.7 Shifting services of Courtroom setup, equipment**

During the course of Project / Operations GSTAT/ GSTN may desire to shift the Court-Room or eSewa kendra setup equipment's to a new site and install it thereof, the MSP shall be informed of the same, in advance. The bidder shall perform the feasibility assessment in terms of Internet lease line / timelines etc. within 2 weeks and shall submit the relevant reports to GSTN / GSTAT.

- I. The overall timelines for shifting and re-installation shall not exceed 3 weeks, after the confirmation and issuance of Change order.
- II. The MSP shall do necessary liaison and documentation / processes required.

- III. GSTN shall bear the reasonable and mutually agreed charges for such shifting and MSP shall provide necessary arrangement to the GSTAT / GSTN in doing so. The terms of this RFP, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on MSP.
- a. It is envisaged that most of the shifting shall be done within the designated Location/ City itself, MSP shall provide fixed and lumpsum charges towards the same, in the Price Schedule.
  - b. In case of Inter-city transfer / shifting the bidder shall provide the charges in terms of distance e.g. per kilometre etc., in the price schedule.
  - c. Bidder should take consideration and care in shifting of the equipment and should hire professional services towards the activities, e.g. un-installation, packaging, re-installation, integration, testing etc.
  - d. As required, MSP shall factor for temporary storage of the equipment for shifting or keeping faulty equipment.
- IV. GSTAT / GSTN would have the right to:
- a. Shift supplied systems within the office premises / desks
  - b. Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor if need arises
  - c. Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from the MSP, or third party if required.
  - d. The warranty terms would not be considered as violated if any of the above takes place. Should there be a fault in the operations of the system, MSP, would not unreasonably assume that the causes lie with that components / software not acquired from them.

### **1.8 Creation of Additional Courtroom setup and services**

- I. It is envisaged that GSTAT benches / courtrooms may increase in future, and it shall be MSP responsibility to create the IT services setup. Through this tender GSTN shall be discovering Per-courtroom setup costs, Office and eSewa kendra costs, since the BOQ is predetermined.
- a. The bidder shall be paid Monthly O&M charges for the new setup. The cost and Monthly payments shall be mutually agreed between the MSP and GSTN / GSTAT.

## **2 CIVIL AND STRUCTURAL WORK**

Major Civil work is not in the scope of this project. Bidder shall provide pre-requisites in the bids itself. Bidders will have to provide required assistance as required.

Unless otherwise mentioned in the tender documents, the following works shall also be done by the bidder and therefore, their cost shall be deemed to be included in their tendered cost, whether specifically indicated in the schedule of work or not.

- a. Making openings in the false ceiling / wooden paneling / floors etc.

- b. Modification in the existing openings wherever provided for carrying pipeline, cables etc.,
- c. Making good all damages caused to the structure during installation and restoring the same to their original finish.

### **3 CRITERIA FOR SELECTION OF SOLUTION/ PRODUCT/ OEM**

This shall be applicable for the SDWAN solution / Video conferencing / Computing devices solution.

This section provides criteria for selection of any solution / products / OEM proposed for the scope of work, including but not limited to hardware and software. The bidders must include relevant artifacts to demonstrate that their proposal meets the following conditions:

- I. SDWAN and Switching: The quoted product should exist in the Leaders of Gartner's Magic Quadrant or Forrester Wave Leaders or IDC Market Scape Leaders, for their categories of products. The MSP shall submit copy of the relevant analyst report along with the technical bid is mandatory
  - a. Recency of the reports would take precedence (e.g., availability of at least 3 products in the leader space of any one or across three analyst reports in 2023 would take precedence over any of the 2022 reports).
- II. SDWAN/Switching, AV/VC solution/ Computing devices and peripherals: The OEM should have a toll-free number and should provide direct 24x7 Telephonic and TAC Support to end customer.
- III. SDWAN/Switching, AV/VC solution/ Computing devices and peripherals: The OEM should have been presence in India for at least last 7 years. A documentary proof shall be submitted along with the offer.
- IV. SDWAN/Switching, AV/VC solution/ Computing devices and peripherals: The OEM should be Profitable for the last 5 consecutive years from the date of Bidding.
- V. LED Display/ Digital Signage Display: The proposed product should be Professional Display or Commercial grade, rated for 16/7 hours or 24/7 hours of operations. The product should have Lifetime: 50,000hrs.
- VI. AV/VC solution: The OEM should have deployed minimum one Hybrid court room project based on proposed / similar Video conferencing solution at 20 Court Rooms. Work order and completion certificate should be provided.
- VII. For all the products/equipment the bidder shall quote uniform solution across all the locations, which the bidder needs to select and accordingly provide in the proposal.

### **4 WARRANTEES AND MAF**

- I. Bidder should ensure that none of the proposed "Active solution components" should go end-of-support within 7 years from the date of the Purchase Order. It is desirable that bidder will obtain necessary MAF from the OEM for these equipment.
- II. The bidder shall provide a minimum of five years manufacturer's warrantee for all the Active solutions under this contract. All of the supplied products should have OEM warranty for five (3+2) years and supporting documents, to be submitted by the bidder.

- III. MAF for the following solutions should be submitted in the technical bid.
  - a. Networking Solution - SDWAN Solution and Switching
  - b. End-point security solution
- IV. Bidder shall provide the comprehensive & onsite manufacturer's warranty in respect of proper design, quality and workmanship of all hardware, equipment, accessories etc. covered by the RFP.
- V. Bidder shall provide the performance warranty in respect of performance of the installed hardware and software to meet the performance requirements and service levels in the RFP.
- VI. Bidder selected product / solution should comply with the Land Border clause issued by MHA, Government of India.
- VII. The bidder should submit technical compliance on OEM letter head from the OEM whose product being quoted in the bid along with product datasheet to verify / matching the tender specifications.

## **5 PROJECT GOVERNANCE AND CHANGE MANAGEMENT**

### **5.1 PROJECT MANAGEMENT**

- I. Some of the key project management governance requirements are covered in this section. The MSP is expected to detail the governance framework in its proposal and can also propose its own governance structure as part of response to this RFP. The MSP's proposed governance model will be discussed between MSP and GSTN at the time of on-boarding. The final governance model needs to be approved by GSTN.
- II. The success of the project depends on the proper project planning and management. At the onset, the Bidder shall plan the project implementation in great details and should provide a micro level view of the tasks and activities required to be undertaken in consultation with GSTN. An indicative list of planning related documentation that the Bidder should make at the onset is as follows:
  - a. Project initiation plan
  - b. Project Schedule: A detailed week-wise timeline indicating various activities to be performed along with completion dates and resources required for the same
  - c. Human Resource Deployment: A list needs to be provided with resources who will be deployed on the project along with the roles and responsibilities of each resource.
  - d. Other resource Deployment List: List of all resources, other than manpower that may be required.
  - e. Communication Plan: Detailed communication plan indicating what form of communication will be utilized for what kinds of meeting along with recipients and frequency.
  - f. Progress Monitoring Plan and Reporting Plan: Detailed Weekly / Fortnightly, Monthly Progress Report formats along with issue escalation format.
  - g. Standard Operating Procedures: Detailed procedures for operating and monitoring the complete setup
  - h. Risk Mitigation Plan: List of all possible risks and methods to mitigate them.
  - i. Escalation Matrix: A detailed list of key contact persons with contact details with escalation hierarchy for resolution of issues and problems.

## **5.2 PROJECT MANAGEMENT OFFICE (PMO)**

A Project Management office will be set up during the start of the project. The PMO will, at the minimum, include a designated full time Project Manager from MSP. It will also include key persons from other relevant stakeholders i.e. GSTN/ NIC/ GSTAT and other officials/representatives by invitation. The operational aspects of the PMO need to be handled by the MSP including maintaining weekly statuses, minutes of the meetings, weekly/monthly/project plans, etc.

PMO will meet formally on a weekly basis covering, at a minimum, the following agenda items:

- a. Project Progress
- b. Issues and concerns
- c. Performance and SLA compliance reports
- d. Unresolved and escalated issues
- e. Change Management - Proposed changes, if any
- f. Project risks and their proposed mitigation plan
- g. Timelines and anticipated delay in deliverable if any
- h. Any other issues that either party wishes to add to the agenda.
- i. IT infrastructure procurement for new requirement
- j. Status and progress of new deployments
- k. Bidder shall recommend PMO structure for the project implementation phase and operations and maintenance phase.

## **5.3 STEERING COMMITTEE**

The Steering Committee will consist of senior stakeholders from GSTN, its nominated agencies and MSP. MSP will nominate its Zonal / regional head to be a part of the Project Steering Committee.

- I. The MSP shall participate in Steering Committee meetings as and when scheduled and update the Steering Committee on Project progress, Risk parameters (if any), Resource deployment and plan, immediate tasks, and any obstacles in project. The Steering committee meeting will be a forum for seeking and getting approval for project decisions on major changes etc.
- II. All relevant records of proceedings of the Steering Committee should be maintained, updated, tracked and shared with the Steering Committee and Project Management Office by MSP.
- III. During the O&M phase, the meetings will be held at least once a quarter.
- IV. Other than the planned meetings, in exceptional cases, GSTN may call for a Steering Committee meeting with prior notice to the MSP.

## **5.4 PROJECT MONITORING AND REPORTING**

- I. The MSP shall circulate formal progress reports at agreed intervals to GSTN and other stakeholders. Project status report shall include Progress against the Project Management Plan, status of all risks and issues, exceptions and issues along with recommended resolution etc.
- II. Other than the planned meetings, in exceptional cases, project status meeting may be called with prior notice to the Bidder. GSTN reserves the right to ask the bidder for the project review reports other than the standard weekly review reports.
- III. Please note that GSTN shall require that all project related discussion should happen in GSTN office.

## **5.5 RISK AND ISSUE MANAGEMENT**

- I. The MSP shall develop a Risk Management Plan and shall identify, analyse and evaluate the project risks, and shall develop cost effective strategies and action plans to mitigate those risks.
- II. The MSP shall carry out a Risk Assessment and document the Risk profile of GSTN based on the risk appetite and shall prepare and share the GSTN Enterprise Risk Register. The MSP shall develop an issues management procedure to identify, track, and resolve all issues confronting the project. The risk management plan and issue management procedure shall be done in consultation with GSTN.
- III. The MSP shall monitor, report, and update the project risk profile. The risks should be discussed with GSTN, and a mitigation plan be identified during the project review/status meetings. The Risk and Issue management should form an agenda for the Project Steering Committee meetings as and when required.

## **5.6 CHANGE MANAGEMENT AND CONTROL**

### **5.6.1 Change Request**

- I. Due to the evolving nature of the project requirements GSTN recognizes that some changes / addition of the sites may be required before, during and after rollout of the GSTAT managed IT services and may thus have a financial impact.
- II. MSP is required to work with the GSTN to ensure that all changes are discussed, managed, and implemented in a constructive manner.
- III. This section describes the procedure to be followed in the event of any proposed change to the scope of work and SLAs.
  - a. Requests for requirements changes (additions, deletions, modifications, deferrals) in Scope of Work
  - b. Requests for enhancements in systems
- IV. The Change Control process applies to base-lined Scope of Work of the GSTAT managed IT services.

### **5.6.2 Purpose and Objective**

- I. The Change request procedure has the following objectives:
  - a. To protect the GSTAT environment from uncontrolled changes.
  - b. To avoid implementation of any changes which is not reviewed, approved or analysed.
  - c. To control the impact of changes and minimize the effect on effective as well as efficient service delivery.
  - d. MSP shall implement a Change Control system that will facilitate and maintain all records pertaining to Change Control.

### **5.6.3 Institutional Framework for Change Request**

Given below is the overall Institutional Framework required to be setup for the project:

Role	Description
<b>Change Advisory Board</b>	<ol style="list-style-type: none"> <li>i. Constitution of Change Advisory Board (CAB): <ol style="list-style-type: none"> <li>a. GSTN</li> <li>b. MSP</li> </ol> </li> <li>ii. CAB decides whether to approve or reject proposed changes</li> <li>iii. Authorized to review, approve and schedule all changes to GSTAT managed services</li> <li>iv. Decision of CAB will be final and binding on all parties involved</li> </ol>

After implementation of change, MSP shall update the as-is document to incorporate the technology/design changes in GSTAT setup.

## 5.7 **QUALITY, AUDIT AND COMPLIANCE**

- I. For GSTAT setup, it is imperative that the highest standards applicable are adhered to. In this context, the MSP will ensure that the adherence to prescribed standards for GSTAT setup as provided below:

;	Component/System	Prescribed Standard
1.	Information Security	ISO 27001 specifications
2.	IT Service Management	ISO 20000 specifications

- II. The MSP is expected to align the project and sustenance as per the industry best practices and standards e.g. ITIL, ISO 20000, ISO 27001, etc. It is expected that an independent Quality Team of MSP shall independently and regularly audit GSTAT set up against these standards and processes laid down by MSP and approved by GSTN. The frequency of such audits must be at least once a year for every process. The result of the audit shall be directly shared with GSTN with an effective action plan for mitigations of observations/non-compliances.
- III. GSTN, at its discretion, may also engage independent auditors to audit any/some/all standards/processes. The MSP shall support all such audits as per calendar agreed in advance. The result of the audit shall be shared with the MSP who has to provide an effective action plan for mitigations of observations/non-compliances, if any.

## 5.8 **ASSET LIFECYCLE MANAGEMENT AND DISPOSAL**

It is the responsibility of the MSP to operate, manage and maintain the IT Assets / services for GSTAT Benches.

- I. The MSP shall create a database of all IT assets like hardware, software, peripherals, etc. by recording information like configuration details, serial numbers, licensing agreements, warranty and AMC details etc.
- II. Record installation and removal of any equipment from the network and inform the GSTN SPOC, even if it is temporary.
- III. Register all software procured with respective OEMs and perform software license management and notify the GSTN on licensing contract renewal.
- IV. **Information Asset disposal** - Once the contract is over / terminated or the solution / product lifecycle is over and the MSP shall dispose the Information asset in accordance with the Process agreed with GSTN / GSTAT. MSP shall clean wipe all the information / data, from the devices (Computers / Laptop and Networking devices). MSP will ensure that all of

the Logs, Networking data, Policies, Monitoring and Management data is removed / clean wiped in proper and secure manner.

**MSP shall propose a methodology towards the same in Bid submission.**

## **6 TRANSITION AND EXIT MANAGEMENT**

The bidder shall submit a structured & detailed Transition and Exit Management plan along with its technical proposal. GSTN will evaluate all the Transition and Exit management plans submitted by various bidders. MSP needs to update the Transition and Exit management on yearly basis or earlier in case of major changes during the entire contract duration. The plan needs to be discussed and approved by GSTN.

- I. At the end of the contract period or during the contract period or contract termination, if any other agency is identified or selected for providing services related to MSP's scope of work, the MSP shall ensure proper and satisfactory Transition is made to the other agency. In case GSTN wants to take over the project itself, then MSP has to ensure proper transition to the GSTN team.
- II. All risks during transition stage shall be properly documented by MSP and mitigation measures are planned in advance so as to ensure smooth transition without any service disruption.
- III. MSP shall provide necessary handholding and transition support. This includes:
  - a. MSP has to ensure complete documentation for the entire system is handed over to GSTN/identified agency
  - b. MSP to handover all AMC support related documents, credentials etc. for all OEM products supplied/maintained by him in the GSTAT
  - c. The MSP must ensure that no end of support products (software/hardware) are existing at time of transition in the GST system
  - d. MSP to handover the list of complete inventories of all assets created for the project
  - e. MSP to assist the new agency/GSTN in complete assessment of the system including system licenses and physical assets
  - f. MSP to give detailed walk-through and demos for the solution.
  - g. MSP to hand-over the entire software, program files, configuration files, setup files, project documentation, etc.
  - h. MSP to provide shadow support for at least one month's secondary support after the end of O&M period or termination of contract, as applicable at no additional cost to GSTN
  - i. MSP shall close all critical open issues as on date of exit. All other open issues as on date of Exit shall be listed and provided at GSTN.
  - j. The MSP shall provide all knowledge transfer of the system to the incoming MSP to the satisfaction of GSTN as per the specified timelines.
  - k. MSP shall be released from the project once successful transition is done meeting the parameters defined for successful transition.
  - l. MSP needs to provide undertaking for the Exit management
- IV. The provisions for Exit Management Services shall be invoked at least **Six months or 180 Days** prior to the expiry of the Agreement or on the day of notice of termination in case of termination till the time exit management services are executed to the satisfaction of the GSTN.
- V. The exit management scenario may arise due to the following scenarios
  - a. Termination by expiration of a fixed term



- b. Termination for cause
  - c. Termination without cause
  - d. Force Majeure scenario
- VI. The GSTN has the right to alter in consultation with the MSP, the timelines mentioned here based on the circumstances prevailing at the time of availing the Exit Management Services.
- VII. However, if the GSTN in the intervening period invokes the provisions of the Agreement and extends the term of the Agreement for the particular service, the provisions of the schedule will not come into effect at that time but at the expiry of such extended period, provisions of this Schedule of the Agreement shall apply.

## **SECTION-VII**

### **DELIVERY AND IMPLEMENTATION SCHEDULE**

#### **1. Implementation Timeline**

The following is the high-level indicative project timeline. Bidders are required to provide detailed project plan in their proposal. However, the overall timeline cannot exceed the timeline given below on per sites basis.

Stages	Project Implementation (Phase -1)								O&M (Phase-2)				
	Week	Week	Week	Week	Week	Week	Week	Week	Year	Y	Y	Y	Year
	1	2	3	4	5	6	7	8	1	2	3	4	5
Project Initiation & Resource deployment													
Delivery of the required Hardware and other equipment at the respective sites													
Installation and Commissioning of the delivered Hardware and other equipment													
Acceptance of the setup by GSTN / GSTAT													
Implementation documentation submission													
<b>Go-Live</b> (Start of O&M Support)													

The Managed Service Provider has to ensure that all the timelines are adhered to for successful rollout of the project.

Note:

T1- Date of issuance of LOA/PO

T2 - Date of confirmation from GSTN for site readiness and go-ahead for delivery

1. This is a Green-field project, and the respective courtroom sites are in process of getting ready. The SoW of this RFP shall be delivered in staggered manner as and when communicated by GSTAT/GSTN.
2. Once the GSTN has confirmed the site readiness, the MSP must be able to execute and complete the site within following timelines.

3. Below mentioned timelines is applicable for per-site basis i.e. Courtroom Setup + Office+ eSewa Kendra.
4. Bidder / MSP must be able to execute minimum “10 (TEN) sites” at a time in parallel.

## 2. **DELIVERY SCHEDULE – for initial Setup**

Considering the Project is for “Green field project”, the following timelines shall be applicable for the Centralized services and First 10 sites. The Managed Service Provider has to ensure that all the timelines are adhered to for successful rollout of the project.

Initial Setup consists of: Setting up NOC, SDWAN Controller and other Headend services, Centralized Helpdesk, Monitoring services and first 10 courtroom setup and services along with office and eSewa kendra.

GSTN sign-off is mandatory for delivery schedule and Project execution plan.

Note:

T1- Date of issuance of LOA/PO

T2- Go-Ahead given by GSTN / GSTAT

SR #	Milestone Description	Delivery Timelines (in weeks)
1	Centralized NOC Setup, Helpdesk services setup, SDWAN Controller etc.	<b>T1+8</b>
2	Delivery, Installation, Commissioning of SDWAN EDGE services	<b>T2+8</b>
3	Delivery, Installation, Commissioning of Internet Lease line	<b>T2+8</b>
4	Delivery, Installation, Commissioning of AV/VC setup	<b>T2+8</b>
5	Delivery, Installation, Commissioning of Computing services	<b>T2+8</b>
6	Testing and Acceptance of the NOC services and Centralized management	<b>T1+10</b> <i><b>Note:</b> Go-Live will be declared by GSTN only after successful completion of integration and performance test.</i>
7	Testing and Acceptance of the ILL / SDWAN and integration completion with NOC.	<b>T2+9</b> <i><b>Note:</b> Go-Live will be declared by GSTN only after successful completion of integration and performance test.</i>
8	Deployment of Project manager & Solutions Architect at central location (GSTN /GSTAT/ NIC) (For Delivery and implementation phase)	<b>T1+1</b>
9	Deployment of Project/ Operations manager and Technical manager at SI central location and GSTAT/GSTN for O&M <b>(For Operations phase)</b>	<b>T1+8</b>
10	Deployment of Resident Engineer and DEO (O&M) manpower at each of the site	<b>T2+5</b>
11	Operation & Maintenance	<b>5 Years from the date of Commissioning and Go-live.</b> <i>The warranty of all supplied product will start from the Go-live date. Bidder will factor additional warranty for implementation phase.</i>

### **3. DELIVERY SCHEDULE – ILL / SDWAN / AV/VC / Compute**

These timelines shall be applicable for remaining sites / courtroom, Office and eSewa kendra setup. The Managed Service Provider has to ensure that all the timelines are adhered to for successful rollout of the project.

#### **GSTN sign-off is mandatory for delivery schedule and Project execution plan.**

GSTN / GSTAT shall require staggered delivery and commission based on the site readiness. *The Go-live will be given per site-wise, at GSTN approval.*

<b>SR #</b>	<b>Milestone Description</b>	<b>Delivery Timelines (in weeks)</b>
<b>1</b>	Delivery, Installation, Commissioning of ILL / SDWAN	<b>T2+6</b>
<b>2</b>	Testing and Acceptance of the ILL /SDWAN and integration completion with NOC.	<b>T2+7</b> <b>Note:</b> Go-Live will be declared by GSTN only after successful completion of integration and performance test.
<b>3</b>	Delivery, Installation, Commissioning of AV/VC Equipment's / items (Each Site-wise)	<b>T2+6</b>
<b>4</b>	Performance Testing of complete Audio-Visual Conference Solution and Courtroom Handover.	<b>T2+7</b> <b>Note:</b> Go-Live will be declared by GSTN only after successful completion of performance test.
<b>5</b>	Delivery, Installation & Commissioning of Computing devices / solutions	<b>T2+6</b>
<b>6</b>	Deployment of Resident Engineer and DEO (O&M) manpower at each of the site	<b>T2+5</b>
<b>7</b>	Operation & Maintenance	<b>5 Years from the date of Commissioning and Go-live.</b> <i>The warranty of all supplied product will start from the Commissioning and Go-live date.</i>

### **4. SITE VISIT BY THE MSP**

- I. Bidder is advised to visit and examine the site, its surroundings and familiarize himself with the existing facilities and environment and collect all other information which may require for preparing and submitting the bid and entering into the contract for execution of the works. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the Bid and during implementation.
- II. MSP is required to arrange for site visits at each of the locations own its own, GSTN will not make any payments separately towards the same.
- III. GSTN will facilitate necessary access of the site and permission to carry out implementation and operational activities.

**5. GSTAT Locations – Refer Annexure II**

The list of Locations is given at ANNEXURE- II, the confirmed address of the Courtroom setup will be provided to the selected bidder.

## **SECTION-VIII**

### **SERVICE LEVEL AGREEMENT (SLA) AND LIQUIDATED DAMAGES (LD)**

#### **1. SERVICE LEVEL AGREEMENTS REQUIREMENT**

The SLAs specify the levels of service to be provided by the MSP to GSTN. Any degradation in the performance of the solution and services is subject to levying liquidated damages as specified in this section. The liquidated damages mentioned in this RFP are not the sole and exclusive remedies available with GSTN for any breach and MSP shall not be relieved from any obligations by virtue of payment/deduction of such liquidated damages.

A set of parameters has been identified as key to the successful implementation of the Project. All the payments to the MSP are linked to the compliance with the SLA metrics specified in this section. During the contract period, it is envisaged that there could be changes to the SLAs, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. GSTN and MSP.

#### **2. SLA DEFINITIONS**

- I. Days: All Working and Non-working days (365 days in a calendar year)
- II. Working Days: Six days a week [Monday to Saturday] or as notified by the Appellate Tribunal
- III. Non-Working Days: All Sundays and Public Holidays declared by Government of India / State
- IV. Month: Calendar Month
- V. Primary Business Hours: 9:00am to 6:30pm [9.5 hours]
- VI. Extended Business Hours: 6:30pm to 9:00am [14.5 hours]
- VII. SLA Measurement Period: Monthly
- VIII. Prime Office Hours (POH) - POH refers to the prime office hours, which shall be from 09:00 hrs. till 18:30 hrs. on Monday to Friday (excluding holidays).
- IX. Service Requests (SR) – are the user generated requests for availing generic IT services
- X. Incidents are the instances where the user is unable to avail the following services, due to an outage in the IT setup and services.
  - o Access securely all the services, implemented and deployed for GSTAT / GSTN as part of this project e.g. AV/VC, Computing device, Internet and SDWAN etc.
  - o Download Antivirus updates / Patches and deploy the same on the devices.
  - o IT resources like Computing devices, printers, scanners etc.
- XI. The logging of incidents shall be as per ITIL compliant processes and the onsite support staff of the MSP/SI shall enable incident logging and monitoring through the ITIL compliant tool used by the MSP.
- XII. Response/Acknowledgement Time is the time duration which is allowed for observing the incident and assigning to resolving group/engineer and sending acknowledgement to stakeholders.
- XIII. **“Resolution Time”** shall mean the time taken (after the incident has been notified to the on- site support/reported at the helpdesk whichever is earlier), in resolving (diagnosing, troubleshooting and fixing) the incident.
- XIV. For NOC support -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
- XV. **“Scheduled Maintenance Time”** shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA.

- XVI. **“Helpdesk Support”** shall mean the support center which shall handle Fault reporting, Trouble Ticketing, and related enquiries during this contract. Helpdesk support is to be provided as per the service window defined in this RFP.
- XVII. **“Incident”** refers to any event/abnormalities in the functioning of the any of IT Equipment/Services that may lead to disruption (degradation) in normal operations of the Courtroom setup / Office setup / Other services
- XVIII. Incident measurement duration = Resolved time - Creation time. Downgrading of Incident shall not be allowed once it is upgraded from previous state.
- XIX. **Composite availability** – Every site will be enabled with Two Internet Lease lines, in case either of the ILL are down lower priority incident may be allowed. In case both Links are down, and Courtroom services are not able to function, Sev-1 incident and availability SLA, both shall be applicable.

### **3. INTERPRETATION & GENERAL INSTRUCTIONS**

- I. The entire material should be delivered, installed, commissioned & tested as per Delivery Schedule
- II. Bidder should implement Helpdesk and Ticketing tool for the grievance redressal
- III. The Bidder is expected to provide uninterrupted VC services to GSTAT as per the requirements of this RFP.
- IV. All the installed and commissioned equipment should be covered under OEM warranty and on-site for Five years. In case of fault:
- If any equipment becomes faulty, the bidder has to arrange for the standby of the faulty equipment within 2 Business days from the date of reported fault to ensure operational continuity.
  - The agency shall be responsible for any loss or damage caused to any of the equipment owing to negligence on his part. The contract will be on a comprehensive basis, inclusive of repairs and replacement of spare parts without any further extra charges to GSTN.
- V. Month wise “Availability and Performance Report” will be provided by the MSP every Month in the MSP suggested and GSTN agreed format and a review shall be conducted based on this report. The Availability and Performance Report provided to the GSTN shall contain the summary of all incidents reported and associated performance measurement for that period.
- VI. Overall Availability and Performance Measurements will be reviewed on a quarterly basis.
- VII. Liquidated damages are mentioned as a percentage of certain components of cost. **During the delivery & Implementation phase, the maximum liquidated damages are capped at 10% of Total Project Value.**
- VIII. **During O&M phase, liquidated damages per Month are capped at 10 % of that month’s payment.**
- IX. For levying liquidated damages on non-performance during sustenance support period, Monthly payment instalment of Operations & maintenance phase would be considered for calculation purpose. Liquidated damages will be deducted from the next payment being made to MSP.

### **4. SLA MONITORING AND AUDITING**

- I. SLA calculation and acceptance will be done on a monthly basis.
- II. GSTN will review the performance of MSP on a quarterly basis, against the SLA parameters. MSP will prepare a quarterly report and submit.
- III. A Service Level breach will occur if the MSP fails to meet Minimum Service Levels on a monthly basis Defined Service Level. Root cause analysis (RCA) to be prepared for all cases of breach in SLA’s and share with GSTN. RCA for Priority incidents should be submitted within 5 working days.

- IV. GSTN will, at its own discretion and time, perform audits or appoint auditors to review and audit the performance of the MSP– both during project execution as well as during operations.
- V. The review / audit report may form the basis of any action relating to imposing penalty or breach of terms and conditions of work order. Any such review /Audit can be scheduled or unscheduled. The results may be shared with the MSP at the discretion of GSTN.
- VI. The MSP representative will prepare and publish SLA performance reports in an agreed format by the 10th calendar day after the end of every month.
- VII. The reports will include:
  - a) All incidents reported with category of the incident, time of reporting of incident, resolution time of incident.
  - b) Summary of percentage of incidents closed within the maximum resolution time and beyond the maximum resolution time.
  - c) All defects identified with resolution type (repair/replace), business hour of identification of defect and business hour of resolution of defect.
  - d) Summary of percentage of defects identified with resolution type (repair/replace) closed within the maximum resolution time and beyond the maximum resolution time.
  - e) Overall summary of “actual versus target” SLA performance category wise, a variance analysis and discussion of appropriate issues or significant events.
  - f) Any other report, pre-agreed between GSTN and MSP.

## **5. SLA EXCLUSIONS**

- I. The MSP will be exempted from any delays or slippages on SLA parameters arising out of following reasons:
- II. The non-compliance with the SLA is for reasons beyond the control of the MSP, with the adequate artifacts.
- III. Circumstances, if any, which are considered beyond the control of MSP shall be documented and agreed by GSTN and MSP prior to signing of contract.
- IV. There is a force majeure event affecting the SLA which is beyond the control of the MSP.
- V. Downtime due to the following situations will not be considered for the purpose of penalty:
  - a) Link down due to power failure / or any situation which is beyond the control of service provider.
  - b) Due to schedule maintenance by the Service Provider, with prior approval of GSTAT / GSTN
- VI. In case of delay in milestone, which is not attributable to MSP, the SLAs will not be applicable. In such cases, MSP needs to submit proper justification.
- VII. Incident Exclusion: For the purpose of incident classification, the following will not be considered as an incident for the MSP.
  - a) Pre-scheduled preventive maintenance and health checks (Scheduled Downtime).
  - b) Power outage over and above the permissible backup time of the UPS.
  - c) Any other reason not attributable to the hardware and software supplied and commissioned as part of this RFP.

## **6. APPLICABLE SERVICE LEVEL AGREEMENT (SLA)**

SLAs mentioned below in forthcoming sections are required and should be agreed by MSP as the key MSP performance indicator for the Project stage, as well as Operations phase. It reflects the measurements to be used to track and report MSP performance on a regular basis. The targets shown in the following sub-sections are for the period of contract or its revision whichever is later.



## 7. Equipment Service Categorization

### 7.1 Critical

**Courtroom setup Services:** Internet links, SDWAN, VC system consists of Camera, Audio system, Honorable Judge / Member devices, Court Master devices, Display screens, Cloud hosting solution, Recorder i.e. any interruption in courtroom proceedings

### 7.2 Others

**Courtroom setup services:** The devices which are redundant availability and either of them are working, will be categorized as Others. E.g. Microphone at Benches, Screens on the table, Single Camera

**Office and eSewa kendra services:** Computers, Printers, Wi-fi etc.

## 8. DELIVERY, IMPLEMENTATION & GO-LIVE

### 8.1 SLA 1 – Team mobilization of Key personnel

Definition and Description	Team mobilization	
Service Level Requirement	Team mobilization and commencement of work including deployment of Key personnel on sites (GSTN)	
Measurement of Service Level Parameter	Deployment of identified key personnel at project Site, mobilization of project team and commencement of work as per the project schedule	
Penalty for non-achievement	Default on any one or more of the provisioned resource	Liquidated damages as % of the value of <b>1<sup>st</sup> year total cost</b>
of SLA Requirement	> 10 days & <= 15 days	0.25%
	> 15 days & <= 20 days	0.50%
	> 20 days & <= 25 days	1.00%
	For each additional week (or part thereof) after 25 days, liquidated damages of 1.0% will be levied as additional liquidated damages of the <b>Overall project cost</b>	

### 8.2 SLA 2 - Delivery, installation and integration - Internet Lease Line

Definition and Description	Internet Lease Line (Primary / Secondary), (Delivery, installation, integration, and Go-live)	
Service Level Requirement	Delivery of components / internet links at respective sites	
Measurement of Service Level Parameter	Measured as the difference between the planned date for the milestone and the actual date of its completion	
Penalty for non-achievement	Delay in delivery / installation and commissioning of the complete solution	Liquidated damages as % of the value of <b>Per site quarterly cost</b>
of SLA Requirement	> 1 week & <= 2 weeks	5%
	> 2 week & <= 3 weeks	15%
	> 3 weeks & <= 4 weeks	25%

	<p>The bidder cannot bill for the delayed delivery and the LD shall be deducted on the other payment heads.</p> <p>For each additional week (or part thereof) after 4 weeks, liquidated damages of <b>2%</b> will be levied per week or part thereof as additional liquidated damages of the <b>Total Quarterly Cost</b>.</p>
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### 8.3 **SLA 3 - Delivery, installation and integration – NETWORKING & SECURITY (SDWAN)**

<b>Definition and Description</b>	<b>SDWAN along with Security features (Delivery, installation, integration and Go-live)</b>	
Service Level Requirement	Delivery of components / internet links at respective sites	
Measurement of Service Level Parameter	Measured as the difference between the planned date for the milestone and the actual date of its completion	
Penalty for non-achievement	Delay in delivery / installation and commissioning of the complete solution	Liquidated damages as % of the value of <b>Per site quarterly cost</b>
of SLA Requirement	> 1 week & <= 2 weeks	5%
	> 2 week & <= 3 weeks	15%
	> 3 weeks & <= 4 weeks	25%
	<p>Bidder cannot bill for the delayed delivery and the LD shall be deducted on other heads.</p> <p>For each additional week (or part thereof) after 4 weeks, liquidated damages of <b>2%</b> will be levied per week or part thereof as additional liquidated damages of the <b>Total Quarterly Cost</b>.</p>	

### 8.4 **SLA 4 – Delivery, installation and integration – Courtroom Setup and Services**

<b>Definition and Description</b>	<b>Courtroom Setup and Services (Delivery, installation, integration and Go-live)</b>	
Service Level Requirement	Delivery, installation and integration – Courtroom Setup and Services at respective sites	
Measurement of Service Level Parameter	Measured as the difference between the planned date for the milestone and the actual date of its completion	
Penalty for non-achievement	Delay in delivery / installation and commissioning of the complete solution	Liquidated damages as % of the value of <b>Per site quarterly cost</b>
of SLA Requirement	> 1 week & <= 2 weeks	5%
	> 2 week & <= 3 weeks	15%
	> 3 weeks & <= 4 weeks	25%
	<p>Bidder cannot bill for the delayed delivery and the LD shall be deducted on other heads.</p> <p>For each additional week (or part thereof) after 4 weeks, liquidated damages of <b>2%</b> will be levied per week or part thereof as additional liquidated damages of the <b>Total Quarterly Cost</b>.</p>	

**8.5 SLA 5 - Delivery, installation and integration – Office and eSewa Kendra**

<b>Definition and Description</b>	<b>Office and eSewa Kendra</b>	
Service Level Requirement	Delivery, installation and integration – Office setup and eSewa Kendra	
Measurement of Service Level Parameter	Measured as the difference between the planned date for the Go-Live and the actual date of Go-Live	
Penalty for non-achievement of SLA Requirement	Delay in Installation and commissioning of courtroom setup	Liquidated damages as % of the value of <b>Per-site Office setup cost</b>
	> 1 week & <= 2 weeks	0.50%
	> 2 week & <= 3 weeks	2.00%
	> 3 weeks & <= 4 weeks	4.00%
	For each additional week (or part thereof) after 4 weeks, liquidated damages of 2% will be levied per week or part thereof as additional liquidated damages of the <b>Total Quarterly Cost</b> .	

**8.6 SLA 6 – Setup of NOC services**

<b>Definition and Description</b>	<b>Centralized monitoring Setup and Services</b>	
Service Level Requirement	Delivery of components / internet links at respective sites	
Measurement of Service Level Parameter	Measured as the difference between the planned date for the milestone and the actual date of its completion	
Penalty for non-achievement of SLA Requirement	Delay in delivery / installation and commissioning of the complete solution	Liquidated damages as % of the value of <b>Total quarterly cost</b>
	> 1 week & <= 2 weeks	5%
	> 2 week & <= 3 weeks	10%
	> 3 weeks & <= 4 weeks	15%
	Bidder cannot bill for the delayed delivery and the LD shall be deducted on other heads. For each additional week (or part thereof) after 4 weeks, liquidated damages of <b>5%</b> will be levied per week or part thereof as additional liquidated damages of the <b>1<sup>st</sup> Year cost</b> .	

## 9. **AVAILABILITY, UPTIME MANAGEMENT, INCIDENT AND SERVICE REQUEST FULFILMENT**

### 9.1 **SLA 7 - Uptime SLA – Courtroom services**

<b>Definition and Description</b>	<b>Uptime SLA for Courtroom services</b>	
Service Level Requirement	Courtroom setup and services “which has direct impact of Courtroom proceedings, or the court is unable to do the hearings”, shall be addressed and rectified by the MSP.	
Measurement of Service Level Parameter	<p>A. Courtroom services, including VC setup - The fault call should be responded within 15 Minutes and should be resolved within 2 (Two) hrs. after lodging of fault complaint.</p> <p>B. The MSP must ensure minimum 99.5% uptime per month for the Courtroom solution as per SLA.</p>	
Measurement of Service Level Parameter	<p>Calculation of Uptime % (%) = (Sum of total working hours during the month – Sum of downtime hours during the month) X 100 / Sum of total hours during the month.</p> <ul style="list-style-type: none"> <li>▪ Total Uptime hours = 9 X 22</li> <li>▪ Actual Uptime Hours = Total Uptime hours – Downtime in hours in a month Example:</li> </ul> <p>The uptime will be calculated as per the formula given below: In case the uptime is not maintained as stipulated, GSTN shall charge the penalties as under:</p> <p>Uptime (%) = (Sum of total working hours during the month – Sum of downtime hours during the month) X 100 / Sum of total hours during the month.</p> <p>Total Working hours shall be – 9 hrs per day. Total working days in a month shall be – 22 days.</p>	
Penalty for nonachievement of SLA Requirement	<b>% Availability / Uptime (Measured on monthly basis)</b>	<b>Liquidated damages as % of the Monthly payments for “Per site Courtroom services cost” during O&amp;M Phase</b>
	<99.5% & >=99%	1.00%
	< 99% & >= 98%	3.00%
	< 98% & >= 97%	5.00%
	<p>For each additional drop of 1% in performance below 97%, 2% of Monthly payment of the respective Courtroom cost during Operations &amp; Maintenance will be levied as an additional LD.</p> <ul style="list-style-type: none"> <li>i. Note: Each courtroom site individually needs to meet the SLA.</li> <li>ii. In case the availability is below 85% in any month, no payment shall be made for that month.</li> </ul> <p><b>In case the availability / uptime is not met for 25% or more courtrooms in the month, the LD shall be applicable for All Courtrooms Monthly cost.</b></p>	

### 9.2 **SLA 8 - Uptime SLA for SDWAN services**

<b>Definition and Description</b>	<b>SLA for SDWAN availability services</b>
Service Level Requirement	Any issues pertaining to internet connectivity shall be addressed and rectified by the ISP / MSP

Measurement of Service Level Parameter	<p>A. SDWAN (<b>Composite availability</b>) - The fault call should be responded within 15 Minutes. And should be resolved within 2 (Two) hrs. after lodging of fault complaint.</p> <p>B. The MSP must ensure minimum 99.5% uptime (On composite basis) per month for the connectivity solution as per SLA.</p>	
Measurement of Service Level Parameter	<p>Calculation of Uptime % = (Actual Uptime Hours / Total Uptime hours) X 100 Definition:</p> <ul style="list-style-type: none"> <li>▪ Total Uptime hours = No of days in month X 24</li> <li>▪ Actual Uptime Hours = Total Uptime hours – Downtime in hours in a month Example:</li> <li>▪ In the Month of May total days is 31 and total down time in the same month in hours was 7 hours. In such case the Actual Uptime can be calculated as follows: <ul style="list-style-type: none"> <li>○ Total Uptime hours = 31 X 24 = 744</li> <li>○ Actual Uptime Hours = 744 – 7 = 737</li> <li>○ Actual Uptime % = (737/744) X 100 = 99 %</li> </ul> </li> </ul>	
Penalty for nonachievement of SLA Requirement	<b>% Availability / Uptime (Measured on monthly basis)</b>	<b>Liquidated damages as % of the Monthly payments for Per site “Courtroom cost + SDWAN services” during O&amp;M Phase</b>
	<99.5% & >=99%	1.00%
	< 99% & >= 98%	3.00%
	< 98% & >= 97%	5.00%
	<p>a. For each additional drop of 1% in performance below 97%, 2% of Monthly payment of the respective Courtroom cost during Operations &amp; Maintenance will be levied as additional liquidated damages.</p> <ul style="list-style-type: none"> <li>i. Note: Each courtroom site individually needs to meet the SLA.</li> <li>ii. In case the availability is below 85% in any particular month, no payment shall be made for that month.</li> </ul> <p><b>In case the availability / uptime is not met for 25% or more courtrooms in the month the LD shall be applicable for All per-site SDWAN services Monthly cost.</b></p>	

### 9.3 SLA 9A - Uptime SLA for Internet Lease Line services

Definition and Description	SLA for Internet Lease Line
Service Level Requirement	Any issues pertaining to internet connectivity shall be addressed and rectified by the ISP / MSP
Measurement of Service Level Parameter	<p>A. ILL (<b>Composite availability</b>) - The fault call should be responded within 15 Minutes. And should be resolved within 2 (Two) hrs. after lodging of fault complaint.</p> <p>B. The MSP must ensure minimum 99.5% uptime (On composite basis) per month for the connectivity solution as per SLA.</p>
Measurement of Service Level Parameter	<p>Calculation of Uptime % = (Actual Uptime Hours / Total Uptime hours) X 100 Definition:</p> <ul style="list-style-type: none"> <li>▪ Total Uptime hours = No of days in month X 24</li> <li>▪ Actual Uptime Hours = Total Uptime hours – Downtime in hours in a month Example:</li> <li>▪ In the Month of May total days is 31 and total down time in</li> </ul>

	<p>the same month in hours was 7 hours. In such case the Actual Uptime can be calculated as follows:</p> <ul style="list-style-type: none"> <li>○ Total Uptime hours = 31 X 24 = 744</li> <li>○ Actual Uptime Hours = 744 – 7 = 737</li> <li>○ Actual Uptime % = (737/744) X 100 = 99 %</li> </ul>	
Penalty for nonachievement of SLA Requirement	<b>% Availability / Uptime (Measured on monthly basis)</b>	<b>Liquidated damages as % of the Monthly payments for “+ Internet cost+” during Operations &amp; Maintenance Phase</b>
	<99.5% & >=99%	1.00%
	< 99% & >= 98%	3.00%
	< 98% & >= 97%	5.00%
	<p>a. For each additional drop of 1% in performance below 97%, 2% of Monthly payment of the respective Courtroom cost during Operations &amp; Maintenance will be levied as additional liquidated damages.</p> <p>i. Note: Each courtroom site individually needs to meet the SLA.</p> <p>ii. In case the availability is below 85% in any particular month, no payment shall be made for that month.</p> <p><b>In case the availability / uptime is not met for 25% or more courtrooms in quarter the LD shall be applicable for All links Monthly cost for ISP.</b></p>	

#### 9.4 SLA 9 B- Internet Lease Line - Latency

<b>Definition and Description</b>	<b>SLA for Internet Lease Line Latency</b>	
Service Level Requirement	Any issues pertaining to internet connectivity shall be addressed and rectified by the service provider. All the ILL should be measured for - Bandwidth Latency	
Measurement of Service Level Parameter	<p>A. ILL (Applicable for both ISP) - The fault call should be responded within 15 Minutes. And should be resolved within 2 (Two) hrs. after lodging of fault complaint.</p> <p>B. The MSP must ensure minimum 99.5% uptime per month for the connectivity solution as per SLA.</p> <p>C. Bandwidth Latency measured at respective courtroom sites / locations</p>	
Penalty for nonachievement of SLA Requirement	<b>Average bandwidth latency (In milliseconds)</b>	<b>Liquidated damages as % of the Monthly payments of respective bandwidth link cost during Operations &amp; Maintenance Phase</b>
	<120 & >=100	0.50%
	< 150 & >= 120	1.00%
	<= 200 & >= 150	2.00%
	<p>For each additional drop of 100 millisecond in performance, 3% of Monthly payment of Operations &amp; Maintenance cost will be levied as additional liquidated damages.</p> <p>i. Note: This liquidated damage to be calculated for each link</p>	

## 9.5 SLA 10 – Incident / Helpdesk response and acknowledgement

Definition and Description	Incident Response time/ Help Desk Ticket response time	
Service Level Requirement	Time taken to acknowledge and respond once an incident/ help desk ticket for the services ((including security incidents) This is calculated for all incidents/ tickets reported within the reporting month.	
Measurement of Service Level Parameter	<ul style="list-style-type: none"> <li>99% within 15 minutes for Incidents</li> <li>99% within 30 minutes for SR and Helpdesk</li> </ul>	
Penalty for nonachievement of SLA Requirement	% transaction with more response time as mentioned in SLA table	% transaction with more response time as mentioned in SLA table
	<99% & >=97%	0.05%
	< 97% & >= 95%	0.10%
	< 95% & >= 92%	0.50%
	For each additional drop of 2% in performance below 92%, 1% of Monthly payment of Operations & Maintenance cost (NOC and centralized helpdesk services cost) will be levied as additional liquidated damages.	

## 9.6 SLA 11 - Incident management and resolution

Definition and Description	Time in which the incident is reported and resolved
	Any incident (including security incidents/breaches) after being reported to the onsite team by Court members / support staff shall be classified for resolution in the following categories.
Service Level Requirement	<b>Severity Level 1 (Sev.1):</b> Incidents which have the greatest business impact <ul style="list-style-type: none"> <li>i. Entire Courtroom services unavailable or unavailability of any critical services (Refer 15.7), Internet / SDWAN services are down), are to be classified as Sev.1.</li> <li>ii. Any incident which has direct impact of Courtroom proceedings, or the court is unable to do the hearings</li> <li>iii. Any security incident shall be categorized under Sev-1: Malware Attacks, DOS / DDOS attacks, Unauthorized Intrusion.</li> </ul> <b>Resolution time: 2 Hours</b>
	<b>Severity Level 2 (Sev.2):</b> Incidents which have the higher business impact <ul style="list-style-type: none"> <li>i. Any issue in the courtroom setup and defined as other services (Refer 15.7) placed with the Honorable Judges / Members desks, shall be classified as Sev-2 incident.</li> <li>ii. &gt;= 40% Office users affected, are to be classified as Sev.2.</li> </ul> <b>Resolution time: 8 Hours</b>
	<b>Severity Level 3 (Sev.3):</b> Incidents which have the minimal business impact <ul style="list-style-type: none"> <li>i. eSewa Kendra services affected, &lt;=30% Office users affected</li> <li>ii. In case any single component has failed in the Courtroom, but the overall services and availability is not affected shall be covered under Sev-3 category. E.g. Display not working, LED TV not working, 1-2 mic not working etc.</li> </ul>

	<b>Resolution time: 12 working Hours</b>		
	<b>Severity Level 4 (Sev.4):</b> <ol style="list-style-type: none"> <li>Incidents which are due to failure of redundant hardware (which has NBD-CTR defined) but services not interrupted.</li> <li>All computing hardware failures will also be considered in this category, having 2 Business days CTR.</li> <li>In case any LED display faces Screen Burn, the same should be fixed / replaced within 5 business day.</li> </ol>		
	The MSP shall provide service as per the following standards:		
	Severity	Max. Acknowledgement Time	Max. Resolution time allowed
	<b>Sev-1 Incident</b>	<b>15 Mins.</b>	<b>3 Hour</b>
	<b>Sev-2 Incident</b>	<b>15 Mins.</b>	<b>8 hours</b>
	<b>Sev-3 Incident</b>	<b>30 Mins.</b>	<b>12 working hours</b>
	<b>Sev-4 Incident</b>	<b>30 Mins.</b>	<b>Next Business Day (NBD) / 2 business days</b>
Measurement of Service Level Parameter	<p>The service level would be defined for 9*6 SLA items in the number of office hours calculated from the time of reporting the incident to the onsite support staff / GSTN/ MSP personnel. The service level would be defined for 24*7 SLA items in the number of hours calculated from the time of reporting the incident (by either Tool Alert, GSTAT Stakeholder, Users etc.) to the MSP.</p>		
	<p>Delay of every Hour would attract a penalty per hour as per the following –</p> <ul style="list-style-type: none"> <li>For Sev.1 = 10 x Per Delayed hour Penalty</li> <li>For Sev.2 = 5 x Per Delayed hour Penalty</li> <li>For Sev.3 = 2 x Per Delayed hour Penalty</li> <li>For Sev.4 = 1 x Per Delayed hour Penalty</li> </ul> <p>Per Delayed Hour Penalty = ₹ 300/-</p> <p>The calculated LD shall be deducted from the Monthly payments.</p> <p>Note: Timely Technical/Management escalation should be performed to achieve the resolution timeline, as per the escalation matrix submitted by the bidder.</p> <ul style="list-style-type: none"> <li>If any equipment becomes faulty, the bidder has to arrange for the standby of the faulty equipment within 1-day from the date of reported fault to ensure operational continuity. In case standby is arranged and installed, Ticket can be put on hold.</li> </ul>		



	<ul style="list-style-type: none"> <li>All Computing devices will have NBD resolution (CTR) requirement, in case of delay the bidder will be liable for penalty/liquidated damages of as per the table above</li> </ul>
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### 9.7 SLA 12 - IT Service Request management

Definition and Description	Time in which the Service request is fulfilled after it has reported by GSTAT (End-user computing)			
Service Level Requirement	Any service request (SR) after being reported to the onsite support staff shall be fulfilled within the following timelines. Resolution: Service Requests of GSTN users for fulfilment of IT resources which has minimum impact on user productivity.			
	Type of Query	Max. Acknowledgement Time	Max. Resolution time allowed	Performance Baseline
	Service Request (SR)	30 Mins	1 Business Days (incl. reporting day)	All requests responded and fulfilled within defined timeline.
Measurement of Service Level Parameter	The service level would be defined in the number of business days calculated from the time of reporting the request to the onsite support staff.			
Penalty for non-achievement of SLA Requirement	Delay of every business day would attract a penalty per day as per the following:			
	For Service Requests = 1 x Per Delayed day Penalty*			
	*Per Delayed day Penalty = ₹ 500/-			
	The calculated LD shall be deducted from the Monthly payments.			
	Note: Timely Technical/Management escalation should be performed by onsite team to achieve the resolution timeline, as per the escalation matrix submitted by the MSP.			

### 9.8 SLA 13- Patch Management

Definition and Description	Availability of latest patches on GSTAT ICT components	
Service Level Requirement	All signature updates / patches released (N/N-1 Level) or as recommended by OEM, to be installed on at least 95% of all applicable components.	
Measurement of Service Level Parameter	A. Availability of latest patches on the GSTAT system components and Version upgrade (N/ N-1). -All Signatures on Fortnightly basis. -All patches on quarterly basis. -All version upgrade (N/ N-1) will be covered under this SLA	
Penalty for nonachievement of SLA Requirement	<b>Percentage of system components on which N-1 patches are installed.</b>	<b>Liquidated damages as % of the Monthly services cost for "Courtroom cost, office cost and SDWAN services cost" during O&amp;M phase</b>
	>=90% & <95%	0.25%
	>=85% & <90%	0.50%
	I. For each additional drop in percentage after 90%, 1.00% of monthly payment "Courtroom cost, office cost and SDWAN services cost" will be levied as additional liquidated damages. For calculation purposes: 2 months	

	<p>of the services cost shall be factored.</p> <p>Since, patching is proposed as quarterly activity, the LD as applicable shall be deducted from the 3<sup>rd</sup> month of the quarter.</p>
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### 9.9 **SLA 14 - Vulnerability Mitigation**

<b>Definition and Description</b>	<b>Vulnerability mitigation GSTAT ICT components</b>	
Service Level Requirement	<p>GSTN Appointed auditor shall perform Half-yearly VA of the GSTAT ICT setup (SDWAN / VC components / Cloud Hosted VC services) and fix the vulnerabilities found.</p> <p>Delay in VA and closure of vulnerabilities after report submission, which shall be mutually agreed with GSTN</p> <p>High vulnerabilities closure – 1 Week</p> <p>Medium / Low vulnerabilities closure – 6 Weeks</p>	
Measurement of Service Level Parameter	SLA calculation will be done basis successfully closed VA and revalidation as agreed with VA conducting team.	
Penalty for nonachievement of SLA Requirement	<b>Delay in Vulnerability mitigation</b>	<b>Liquidated damages as % of the 2 Month services cost for “Courtroom cost, office cost and SDWAN services cost” cost during Operations &amp; Maintenance Phase</b>
	> 1 week & <= 2 weeks	0.50%
	> 2 week & <= 3 weeks	1.00%
	> 3 weeks & <= 4 weeks	2.00%
	<p><b>a.</b> For each additional week after 4 weeks, 1% of for “Courtroom cost, office cost and SDWAN services cost” cost will be levied as additional liquidated damages.</p> <p>Since, VA is proposed as half-yearly activity, the LD as applicable shall be deducted from the 3<sup>rd</sup> month of the quarter.</p>	

### 9.10 **SLA 15- Change Management**

<b>Definition and Description</b>	<b>Change Management Handling</b>	
Service Level Requirement	Change Management Handling, Post agreed Timelines	
Measurement of Service Level Parameter	Change Requests- As per timelines defined in Change Management section in the RFP (or timelines agreed during the project)	
Penalty for non-achievement of SLA Requirement	<b>Default on agreed timelines</b>	<b>Liquidated damages as Percentage of the Change value</b>
	> 1 week & <= 2 weeks	1.00%
	> 2 week & <= 3 weeks	2.00%
	> 3 weeks & <= 4 weeks	3.00%
	<p>For each additional week after 4 weeks, 2% of for “Total monthly cost” will be levied as additional liquidated damages. The value shall be deducted from other payment heads on the monthly basis.</p>	

### 9.11 SLA 16- ISO Certification and Sustenance

Definition and Description	ISO Certification and Sustenance	
Service Level Requirement	ISO Certification and Sustenance as per agreed Timelines	
Measurement of Service Level Parameter	ISO certification- 12 months from the date of LOA /PO. Sustenance of certification to be done on annual basis, post initial certification.	
Penalty for non-achievement of SLA Requirement	<b>Default on agreed timelines</b>	<b>Liquidated damages</b>
	> 1 week & <= 2 weeks	INR 20,000
	> 2 week & <= 3 weeks	INR 50,000
	> 3 weeks & <= 4 weeks	INR 1,00,000
	For each additional week (or part thereof) <b>after 4 weeks, INR 25,000/</b> will be levied as additional damages. The value shall be deducted from Monthly services payments	

## **ANNEXURE-I**

### **Price Schedule**

**Price Schedule should be filled in Sheet provided with RFP Document.**

All the services costs should be provided in Monthly basis.

<b>Total</b>	<b>Cost</b>	<b>in</b>	<b>Words</b>
.....			
...			

1. *Note: Provide cost for each year i.e. for Year 1 Year 2, Year 3, Year 4 and Year 5. Please add requisite columns.*
2. *Unit is monthly Charges payable for year 1,2,3,4 & 5 after “Go-Live” on monthly basis.*
3. *There will be no additional payment to the bidder for anything related to movements/ visits/ presentations/ knowledge transfer by the bidder or its officials.*
4. All the applicable taxes shall be paid by GSTN on actual as per the tax rates prevailing on the date of invoicing. Bidders are requested to sign and stamp all the pages of Price Formats (Summary & other Sheets).

**Note:**

1. Taxes will be paid as applicable.
2. The rate quoted by the bidder shall remain unchanged during the period of contract.
3. There will be no additional payment to the bidder for anything related to movements/ visits/ presentations/ knowledge transfer by the bidder or its officials.
4. The bidder is requested to quote in Indian Rupees (INR).
5. Bids in currencies other than INR would not be considered.

Date:

Signature \_\_\_\_\_ of  
Authorized Person

Full Name:

Company's

Seal:

## ANNEXURE-II

### GSTAT LOCATIONs – BENCHES and courtroom

The GSTAT has the following structure as shared by GST Team:

S No.	Location	State Cluster	Location Category	Sittings
1	Delhi - P	Principal Bench	Principal Bench - 2 sittings in 1 location	2
2	Vishakhapatnam	Andhra Pradesh	Single Sitting - Primary	1
3	Vijayawada	Andhra Pradesh	Single Sitting - Additional	1
4	Patna	Bihar	Full Bench - 2 sittings in 1 location	2
5	Raipur	Chhattisgarh	Single Sitting - Primary	1
6	Bilaspur	Chhattisgarh	Single Sitting - Additional	1
7	Delhi	Delhi	Full Bench - 2 sittings in 1 location	2
8	Ahmedabad	Gujarat and Dadra and Nagar Haveli and Daman and Diu	Full Bench - 2 sittings in 1 location	2
9	Surat	Gujarat and Dadra and Nagar Haveli and Daman and Diu	Single Sitting - Primary	1
10	Rajkot	Gujarat and Dadra and Nagar Haveli and Daman and Diu	Single Sitting - Additional	1
11	Gurugram	Haryana	Single Sitting - Primary	1
12	Hissar	Haryana	Single Sitting - Additional	1
13	Shimla	Himachal Pradesh	Full Bench - 2 sittings in 1 location	2
14	Jammu	Jammu and Kashmir and Ladakh	Single Sitting - Primary	1
15	Srinagar	Jammu and Kashmir and Ladakh	Single Sitting - Additional	1
16	Ranchi	Jharkhand	Full Bench - 2 sittings in 1 location	2
17	Bengaluru	Karnataka	2 Full Benches - 4 sittings in 1 location	4
18	Ernakulum	Kerala and Lakshadweep	Single Sitting - Additional	1
19	Trivandrum	Kerala and Lakshadweep	Single Sitting - Primary	1

<b>20</b>	Bhopal	Madhya Pradesh	Full Bench - 2 sittings in 1 location	2
<b>21</b>	Mumbai	Maharashtra and Goa	Single Sitting - Primary	1
<b>22</b>	Pune	Maharashtra and Goa	Single Sitting - Primary	1
<b>23</b>	Thane	Maharashtra and Goa	Single Sitting - Additional	1
<b>24</b>	Nagpur	Maharashtra and Goa	Single Sitting - Primary	1
<b>25</b>	Aurangabad	Maharashtra and Goa	Single Sitting - Additional	1
<b>26</b>	Panaji	Maharashtra and Goa	Single Sitting - Additional	1
<b>27</b>	Cuttack	Odisha	Full Bench - 2 sittings in 1 location	2
<b>28</b>	Chandigarh	Punjab and Chandigarh	Single Sitting - Primary	1
<b>29</b>	Jalandhar	Punjab and Chandigarh	Single Sitting - Additional	1
<b>30</b>	Jaipur	Rajasthan	Full Bench - 2 sittings in 1 location	2
<b>31</b>	Jodhpur	Rajasthan	Full Bench - 2 sittings in 1 location	2
<b>32</b>	Chennai	Tamil Nadu and Puducherry	Single Sitting - Primary	1
<b>33</b>	Madurai	Tamil Nadu and Puducherry	Single Sitting - Additional	1
<b>34</b>	Coimbatore	Tamil Nadu and Puducherry	Single Sitting - Primary	1
<b>35</b>	Puducherry	Tamil Nadu and Puducherry	Single Sitting - Additional	1
<b>36</b>	Hyderabad	Telangana	Full Bench - 2 sittings in 1 location	2
<b>37</b>	Lucknow	Uttar Pradesh	Full Bench - 2 sittings in 1 location	2
<b>38</b>	Varanasi	Uttar Pradesh	Single Sitting - Primary	1
<b>39</b>	Ghaziabad	Uttar Pradesh	Single Sitting - Primary	1
<b>40</b>	Agra	Uttar Pradesh	Single Sitting - Additional	1
<b>41</b>	Prayagraj	Uttar Pradesh	Single Sitting - Additional	1
<b>42</b>	Dehradun	Uttarakhand	Full Bench - 2 sittings in 1 location	2
<b>43</b>	Kolkata	Andaman and Nicobar Islands, Sikkim, West Bengal	2 Full Benches - 4 sittings in 1 location	4
<b>44</b>	Guwahati	Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Tripura	Full Bench - 2 sittings in 1 location	2

<b>45</b>	Aizawl (Circuit)	Aizawl (Circuit)	Circuit Bench	0
<b>46</b>	Agartala (Circuit)	Agartala (Circuit)	Circuit Bench	0
<b>47</b>	Kohima (Circuit)	Kohima (Circuit)	Circuit Bench	0
	<b>Number of Sitzings</b>			<b>64</b>

### ANNEXURE-III

#### 1. BOQ/BOM for AV/VC and Computing resources

<b>I Courtroom setup requirement - Indicative</b>			
<b>SR#</b>	<b>Item</b>	<b>Qty per courtroom</b>	<b>Total Req. Quantity (64 Courtrooms)</b>
<b>Display Products / solution</b>			
1.	LED TV Display 55"	2	128
2.	LED Display Unit for Display Board, Outside each court room 32"	1	64
3.	TV trolley / Ceiling kit	2	128
<b>Audio / Video Conferencing products</b>			
4.	PTZ Camera	2	128
5.	Camera mounting kit	2	128
6.	Cloud Meetings Single Host with 10 GB storage	1	64
7.	Local Recorder Solution, with 2 TB storage	1	64
8.	High Performance video image Processor	1	64
9.	Digital Signal Processor	1	64
10.	Microphone (Gooseneck / Integrated / Tabletop)	5	320
11.	Ceiling / Wall mounted Speaker	2	128
12.	Audio Mixer solution	1	64
13.	Control Panel	1	64
14.	Equipment rack 12U/20U	1	64
15.	Document Visualizer	1	64
<b>Courtroom Computing requirements</b>			
16.	Interactive screen with Stylus - for the Bench	2	128
17.	Micro PC / or Normal PC - shall be integrated with the above interactive screen	2	128
18.	LED Monitor- 27"	4	256



19.	LED Monitor- 22/24" for equipment rack (Need basis)	1	64
20.	Desktop with Dual Display Card (For Court Master)	1	64
21.	POE Switch	1	64
22.	Cable, Connector & Conduit	1 Lot	64
23.	Wi-Fi setup / services	1	64
24.	CCTV setup, 5MP camera -4 qty, 4/8channel DVR, PoE etc. and with 1TB HDD	1 Lot	64
25.	Microsoft Office suite with One note (Latest version)	3	192
26.	Adobe Acrobat DC STD/ Pro (PDF editing and Management apps)	2	128
27.	Anti-virus solution	3	192
28.	48Port Switch non-POE	2	128
29.	5 KVA UPS*	1	64
<b>II Computing Devices and Software (Office)</b> Office shall be attached to each of the courtroom i.e. 64 COURTROOMS			
1.	All-in-One Non-Touch PC, pre-installed Windows OS 11 pro	2	128
2.	Desktop system, pre-installed Windows OS 11 pro or later (1 Scrutiny clerk, 1 Assistant / Joint/ Deputy Registrar, 1 Court Officers, 2 Steno/PS, 1 Additional Staff, 1 Admin, 1 Finance, 2 DEO, 2 LDC/UDC)	10	640
3.	Laptop devices, with pre-installed Windows OS 11 pro or later (2 additional for L-13)	2	128+2=130
4.	Colour LaserJet MFP (All-in-one scanner/printer/Copier)	1	64
5.	LaserJet monochrome MFP (All-in-one scanner/printer/Copier)	1	64
6.	Microsoft Office suite with One note (Latest version)	4	256
7.	Microsoft Office suite (Latest version)	10	640
8.	Adobe DC STD/ Pro (PDF editing and Management apps)	2	128
9.	Anti-virus solution, with centralized management	14	896
10.	Online Backup solution for Desktop	10	640

11.	Wi-Fi setup / services	1	64
<b>III. Computing Devices and Software (E-Sewa Kendra),</b> esewa kendra will be at the respective locations, i.e. 44 Locations			
1.	Desktop system, Windows OS 11 pro or later (2 DEOs)	2	88
2.	LaserJet monochrome MFP (All-in-one scanner/printer/Copier)	1	44
3.	Microsoft Office suite	2	88
4.	Anti-virus solution, with centralized management	2	88
<b>IV Centralized Management and Recording solution</b>			
1.	<b>Windows Patching solution:</b> Centralized Windows Patching Solution, e.g. WSUS for the supplied computing resources (Desktop, AIO, Laptop)	1	1
2.	Anti-virus with central management. This shall be implemented and managed from a Central location i.e. MSP NOC	1	1
3.	Online Recording storage for 64000 hours (1000 hours each courtroom). MSP needs to provide per GB cost, and it shall be paid as per actuals.	1	1
<b>V Operations and Maintenance (dedicated Human resources)</b>			
1.	Resident Engineer	1	64
2.	Data Entry Operator	2	88
3.	Operations / Project Manager (Central)	1	1

The quantity of All-in-one and Desktop may vary and the MSP needs to deploy as per the site requirement.

## 2. Compliance sheet and Technical Specifications- Courtroom Services

(Bidder needs to submit OEM Technical brochure along with references and compliance statements).

SR#	DESCRIPTION	Bidder Proposed Make and Model	Compliance and Remarks
<b>AV/VC solution, Display Products / solution</b>			
1	<b>LED TV</b> SITC of LED display, Screen Size: 55", Panel Technology: IPS, Aspect Ratio: 16 : 9, Native Resolution: 3,840 x 2,160 (UHD, RGB), brightness (Typ.,cd/m²):400, Contrast Ratio: 1200:1,Viewing Angle (H x V): 178 x 178, Response Time: 8ms, Rated for Operation Hours:16/7 Hrs, Orientation: Portrait & Landscape, Built in web Browsing, Input: HDMI (3), DP, DVI-D, Audio, USB 2.0, Output: DP, Audio (Off/Fixed/Variable), External Control: RS232C In/out, RJ45 (LAN) In, IR In, IP Rating: IP5x, Lan compatible, Bluetooth support On Site warranty: 3 years + 2 year extended support All compliance documents must be submitted on the OEM's letterhead only.		
2	<b>LED Display Board 32"</b> SITC of LED display, Screen Size: 32", Panel Technology: IPS, Aspect Ratio: 16 : 9, Native Resolution: 3,840 x 2,160 (UHD, RGB), brightness(Typ.,cd/m²):400, Contrast Ratio: 1000:1,Viewing Angle (H x V): 178 x 178, Response Time: 8ms, Rated for Operation Hours:16/7 Hrs, Orientation: Portrait & Landscape, Built in web Browsing, Input: HDMI (3), DP, DVI-D, Audio, USB 2.0, Output: DP, Audio (Off/Fixed/Variable), External Control: RS232C In/out, RJ45 (LAN) In, IR In, IP Rating: IP5x,Bluetooth support, Lan compatible On Site warranty: 3 years + 2 year extended support All compliance documents must be submitted on the OEM's letterhead only. <b>Wall / Ceiling mounting Kit, as per the</b>		

	<b>site feasibility</b>		
3	Supply, installation , testing and commissioning of TV trolley / Ceiling kit / Swivel for mounting 65" / 55" LED Display complete as per technical specification, as per the site feasibility		
<b>Audio / Video Conferencing products</b>			
4	<b>PTZ Camera</b> SITC of minimum Optical Zoom : 20X or better, Digital Zoom : 12x, Resolution : FHD (1080p) or better, Supports PoE or better, Pan range: +/- 170 degrees, Tilt range: -20 degrees to +90 degrees, Number of Presets: 35 or more, The focus distance should be 1.0m to infinity (wide). Video Interface : 1 x HDMI, Camera control : Visca over IP / 1 x LAN Port, Ceiling / wall mount : Included, Video Output on HDMI or more On Site warranty: 3 years + 2 year extended support All compliance documents must be submitted on the OEM's letterhead only.		
5	<b>Camera mounting kit</b> Camera mount stand or on ceiling as per sites location		
6	<b>Cloud Meetings Single Host</b> License for connecting 1000 participants in a single meeting. The solution should include support for connect at least 100 nos of SIP Devices, and up to 1000 Software clients in a single meeting. The solution should include Management of VC sessions with details of Packet loss/Latency/jitter etc. Central dashboard to manage all user accounts and privileges. The VC Solution proposed in the court room should integrate with the meeting platform including muting/unmuting of participants, Start-Stop-pause recordings etc.		
7	<b>Recorder Solution</b> Supply, installation, testing and commissioning of recording device, 2-Channel AV Source Processing, Simultaneous Recording, HDMI/ SDI/ RTSP/, USB source inputs , XLR/Equivalent with Phantom power		

	supported, Built-in 2TB HDD storage		
8	<p><b>High Performance video image Processor</b></p> <p>SITC of High-performance modular video image processor / codec with pure hardware architecture.</p> <p>Each window should be freely placed in the output screen.</p> <p>It should support showing of upto four window simultaneously on a single screen, as per layout decided. The capability of mixing multiple cameras to merge the feed should be either be available natively or through an external Video control processor, encoder, decoder.</p> <p>It should have five or more HDMI/HD-SDI input ports supporting resolution of minimum 1920 X 1080 @ 60fps, Output card having minimum two HDMI output or more supporting resolution 1920 X 1080 @ 60fps.</p> <p>5x Mic Inputs, 4x Speaker Outputs, 1080p@60fps Video resolution, H.323, SIP, H.239, BFCP, AES Encryption.</p> <p>It should also allow positioning of input sources anywhere in the screen. The source position to be saved as a layout for the preset and should support multiple layouts.</p> <p>It should support PIP of any input on the display. It should support LAN/RS-232 port for PC control software or third-party control system for selection of layout, etc.</p> <p>It should support Encryption and 802.1x authentication. The above required functionality should meet with VC and link-based platform or through SIP. It should support AES Encryption.</p> <p>The system should support Wireless Content sharing via Airplay and Miracast, so that advocates can share any document from their devices without any physical connection.</p> <p>The solution should be provided either through a single box or by combining peripherals to achieve the required functionality.</p> <p>On Site warranty: 3 years + 2 year extended support</p>		

	All compliance documents must be submitted on the OEM's letterhead only, along with MAF.		
9	<p><b>Digital Signal Processor</b></p> <p>Supply, installation , testing and commissioning of Modular card based Digital Signal Processor with minimum 10 input and 6 output , all Inputs shall have AEC feature, 64x64 bi-directional channels of audio over Dante / AES67, 2x2 USB port for connectivity with Software based Video Conferencing system (within the system without any external device), THD+N (22Hz to 20kHz) : 0.002% or better (1kHz @ +4dBu, Dynamic Range : 105dB or better, Crosstalk (input to input @1kHz) : &lt;110dB, Sampling Rate : 48kHz and 96 KHz, A/D-D/A Converters : 32-bit or better, BTU/Heat Load 205 BTU/hr or better, Operating temperature : atleast 0-40 degree celcius or better, Processor Type : 40-bit floating point or better, Phantom Power : +48VDC, Card Slots : 16 user-configurable, Display(s) Supply of Integrated solution to covert the Video Conferencing stream. HDMI input and USB output with 4K30fps support, Supports up to 4K UHDvideo input and output.</p> <p>Single OLED display at front of device, Controls, Service &amp; Indicators. The programming should be open architecture. The device should be 19" rack mountable with no more than 1U. Compliances : CE/ FCC Part 15B/ Industry Canada ICES-003:7/ Intertek ETL (US, CA), RoHS/ REACH complete as per technical specification.</p>		
10	<p><b>Microphone (Gooseneck / Integrated / Table Top)</b></p> <p>Supply, installation, testing and commissioning of Gooseneck or Integrated Mic with frequency response 50 to 17000Hz, output impedance rated at 150 ohm, open circuit sensitivity 33.5dbv, max spl 124.2 db, equivalent output noise 28.0 db spl, SNR 66.0db, dynamic range with 1kohm load 96.2db,</p>		

	preamplifier output- 6.0dbv with On-Off Switch and Desk- Top Base Stand. Table Mics to be included day one with 15 Meters Cable.		
11	<b>Ceiling / Wall mount Speaker</b> Supply, installation , testing and commissioning of wall speaker with 16 watt RMS Power, Full-Range Driver 1 × 2.25-inch woofer (57 mm), and 80 watt peak power, frequency range 83 hz to 19 Khz, Nominal Coverage Angle (H × V) (1 - 4 kHz) 145° × 140°, Nominal Coverage (H x V) (1 - 10 kHz) 130° × 130°, Calculated Maximum SPL @ 1 m, Peak 106 dB, Transformer taps 100V: 2, 4, 8, 16 W, bypass, Nominal Impedance 16 ohms (transformer bypass), Grille Perforated steel, powder-coated finish, tamper-resistant design, Certification: EN54-24:2008, UL 1480 complete as per technical specification.		
12	<b>Audio Mixer solution</b> Supply, Installation, testing and commissioning of compact mixer capable of sixteen simultaneous inputs that performances, recordings lectures with eight mono mic/line combo input channels, two stereo line input channels that can also be used as mono mic or line inputs (XLR and stereo 1/4" inputs), and two stereo line inputs with 1/4" and RCA jacks. It also features USB connectivity and is capable of providing two channels in and two channels out to your computer at up to 24- bit / 192kHz, ideal for recording live performances. 3- band EQ on channels 1-8 and 2- band EQ on channels 9-16. Pan/balance control on each channel. Phantom Power +48 V switchable, channels 1 - 12. Built-in Effects SPX algorithm: 24 programs, PARAMETER control:1, FOOT SW:1 (FX RTN CH on/off). Digital I/O USB: USB Audio Class complete as per technical specification.		

13	<b>Control Panel</b> SITC of 10" or higher Touch panel for control, 1x Ethernet (RJ-45) for LAN (external network) or direct pairing, Secure management using HTTPS / SSH protocols, Type: Table top, Touch Type: Capacitive Multi-Touch, IPS LCD with LED backlighting, Resolution: FHD or higher, Aspect Ratio : 16:10 landscape, RAM: 4GB or more Ethernet: RJ45 with support PoE, it should support Encryption. The Touch Panel with option to Control Pan Tilt Zoom Capabilities of all the cameras, Merge feed of multiple cameras (2 or 3 or 4 cameras with any combination), Start/Stop Court Video, Mute/Unmute Court Audio, Join/Disconnect from any meeting, Start/Stop/Pause Meeting recording, increase decrease volume, etc.		
14	Supply of 12 U Equipment rack for housing above mentioned Audio Video Control equipment/ SDWAN devices with ventilation fan tray on top, 600 mm x 600 (W x D), castor wheels, locking front & rear doors, Power distribution , Volt meter and required Power socket as per site requirement, complete as per technical specification.		
15	<b>Document Visualizer</b> SITC of 4K @30fps UHD Desktop Document Camera ,Video Output Interface- VGA, HDMI, USB / Ethernet, optimization function, minimum 20X Optical Zoom & 12x Digital Zoom, should support PoE. Image rotation 0°, 90° ,180°, 270°,Flip, Mirror. OEM should be BIS, CE, RoHS & FCC Certified with the test lab report. It will be integrated with AV/VC solution. On Site warranty: 3 years + 2 year extended support		



Computing devices and Interactive display for Honourable Judge / Member			
16	<p><b>Interactive screen with Stylus - for Bench</b></p> <p>24"(FHD 1920X1080) Display, Pen and Touch with Battery, free Stylus and eraser switch, video output port, four short cut keys and 11° - 73° adjustable tilt stand, Encryption AES256/RSA2048 LCD Screen: LCD Panel Type VA, Touch Input DTK-2451: No / DTH-2452: Yes, Cover glass surface Tempered AG etched glass, Aspect ratio 16:9, Video input DVI-I Luminance (brightness) 0.13 cd/in<sup>2</sup> / 210 cd/m<sup>2</sup>, Contrast ratio 1000, Response time 16 ms</p> <p>Supported operating systems: Windows 10 / 11 (32-bit, 64-bit)/ Mac OSX 12.XX or later</p> <p>OEM software SDK for capturing of electronic Signature and digital ink Tablet and Pen, with Electromagnetic Resonance (EMR), Coordinate accuracy ±0.02 inches / ±0.5 mm (center)</p> <p>Miscellaneous: Security lock slot Yes, Kensington, Mounting system VESA 3.93 x 7.87 inches / 100 x 200 mm</p> <p>OEM supplied table top stand or wall mount kits as required, On Site warranty: 3 years + 2 year extended support</p> <p>All compliance documents must be submitted on the OEM's letterhead only.</p>		
17	<p><b>Micro PC / Mini PC</b></p> <p><b>It shall be integrated with the above interactive screen</b></p> <p>CPU Intel Core i7-13700H</p> <p>Operating System : Windows 11 Pro</p> <p>Memory:16 GB, DDR5, 4800MHz</p> <p>Storage: SSD 500GB</p> <p>GPU: Intel Iris Xe</p> <p>Ports - 1 x DisplayPort 1.4, HDMI Output -2 x HDMI 2.1, Port USB Type-C Port 1 x USB 4 Type-C</p> <p>Networking – LAN port</p> <p>Wireless Lan / Bluetooth, Wireless keyboard mouse.</p> <p>OEM supplied table top stand or wall mount kits as required, On Site warranty: 3 years + 2 year extended</p>		

	<p>support</p> <p>All compliance documents must be submitted on the OEM's letterhead only.</p>		
18	<p><b>LED Monitor- 27”</b>  <b>LED Monitor – 24” for Equipment rack, MSP to assess the same.</b>  Supply, installation , testing and commissioning of of 27" 4k Monitor , IPS panel, Aspect ratio : 16: 9, Brightness (Typ.) 400cd/m² Contrast Ratio (Typ.) 1200:1, Response Time 5ms, Refresh Rate (Max.) [Hz] 60, HDR 10, Inputs : 2 x HDMI, 1 x Display Port, complete as per technical specification. Brightness: 400 nit  Integrated WebCam (720p or higher) and Microphone and Speaker (10 W or higher (built in)  HDMI cables supplied: 2 no of upto 5/10 meters  OEM supplied table top stand or wall mount kits as required, On Site warranty: 3 years + 2 year extended support</p>		
19	<p><b>Office Desktop Specifications</b>  Processor: i7-1355U or higher  Memory (RAM): 16 GB DDR4 (expandable to 32 GB)  <b>Dual display GP card (HDMI ouput)</b>  Storage: Primary: 512 GB SSD  Graphics: Integrated graphics (Intel UHD Graphics)  Operating System: Windows 11 Pro (64-bit)  Monitor: Size: 23.8-inch Full HD (1920x1080 resolution), Features: Adjustable stand (tilt, swivel, and height)  Networking: Wired: 10/100/1000 Gigabit Ethernet, Wireless: Wi-Fi 6 (802.11ax), Bluetooth 5.0  Ports: USB: Minimum 6 USB ports (at least 4 USB 3.0 or higher),HDMI: 2 port, Audio: Headphone/microphone combo jack, Ethernet: 1 RJ-45 port  Input Devices: Keyboard: Standard full-</p>		

	<p>sized USB or wireless keyboard, Mouse: Optical USB or wireless mouse</p> <p>Power Supply:- 300W or higher</p> <p>Form Factor:- Mini Tower or Small Form Factor (SFF)</p> <p>Security:- TPM 2.0 (Trusted Platform Module)</p> <p>Warranty and Support: 5-year on-site warranty with next business day support - 24/7 technical support and 2 BD CTR</p> <p>The operating system must be pre-loaded by the Original Equipment Manufacturer (OEM) along with recovery partition</p> <p>The keyboard and mouse should be of the same make, with OEM logo/trademark embossed on them.</p> <p>The OEM must offer an online system hardware diagnostics facility.</p> <p>The OEM must provide the ability to download updates for pre-installed software, devices, drivers, and firmware on its website.</p> <p>The quoted product must be military-grade durability certified/ tested.</p> <p>All compliance documents must be submitted on the OEM's letterhead only.</p>		
20	<p>POE Switch</p> <p>Supply, installation , testing and commissioning of 12 GE ports with PoE + 2x 10G SFP+ Ports PoE Switch. Min Switching capacity 64 Gbps, Min Forwarding rate 45 Mpps Gigabit Ethernet-1000 Mbps, Ethernet -100 Mbps. POE Power 240W (30 W max. per PoE port) available PoE switch DRAM - 4GB, FLASH -4GB, 6Mb buffers, Mac Address -16K, Static routing, RIP, PIM, OSPF, VRRP, PBR and QoS features complete as per technical specification.</p>		

21	<b>Cable , Connector &amp; Conduit</b> Supply & laying of: Speaker cable, Microphone shielded cable, HDMI Cable 20 mtr. / 15 mtr. / 10 mtr. Active AOC Cable / USB 3.0 cable Supply & laying of CAT-6 UTP cable in Existing conduit Supply and termination of RJ-45 connectors.		
22	Secure Wi-Fi setup and services		
23	CCTV setup, 5MP camera -2 qty, 4/8channel DVR, PoE etc. and with 1TB HDD*		
24	Microsoft Office suite with One note (Latest version)		
25	Adobe Acrobat DC STD/ Pro (PDF editing and Management apps)		
26	<b>Anti-virus solution with Centralized management</b> Antivirus Software: Antivirus required with 5 years validity. The solution should have following features and capabilities: Anti-Spyware, Anti-Malware, Anti-Root Kit, Silent Firewall, Intrusion Detection, HIPS, Anti-Spam, Anti-Phishing, Web Security, Parental Control, Ransomware protection with inbuilt data backup and restore tool, Vulnerability Scan, Data Theft Protection, Safe Mode Protection, Tune Up - PC optimization dashboard to get rid of junk files and duplicate data, free up memory space, clean the registry and carry out other tasks that help speed up the computer Compatibility with Windows, Server, Desktop ( Windows 2022, 11 32bit 64 bit) With ICSA lab certification, Indigenous scan engine and Data Centre should be in India.		
27	<b>48 Port L3 manageable Switch</b> 1U Rack Mountable Wire-Speed Non- Blocking Switching & Routing, Performance at Layer 2 & Layer 3. The Switch should support non-blocking Layer 2 switching and Layer 3 routing. Switch should support the complete		

	<p>stack of IPv4 and IPv6 services.</p> <p>Access Switch – 48 nos. 10/100/1000 Base-T ports and 4 x 10G SFP+ Supply, installation , testing and commissioning of 48 nos. 10/100/1000 Base-T ports and 4 x 10G SFP+, Minimum 176 Gbps of switching fabric and 130 Mpps of forwarding rate complete as per technical specification. All SFPs to be considered as per solution from Day 1</p> <p>should provide USB-C serial Port, RJ45 Serial port and RJ45 OOB access for management</p> <p>Should be Enterprise Level Switch, switch should have console port for local management &amp; management interface for Out of band management</p> <p>Switch should support min 500 VLANs</p> <p>Switch should support for external database for AAA using: TACACS / RADIUS</p> <p>Switch should provide remote login for administration using:a. Telnet b. SSHv2</p> <p>Switch should support for management and monitoring status using different type of Industry standard NMS using: a. SNMP v1 and v2, SNMP v3 with Encryption</p> <p>Switch / Switch's Operating System should be tested for EAL 2/NDPP or above under Common Criteria Certification.</p> <p>Console cable and power cable (As per Indian standards) as per customer requirement to be provided. All Cables shall be factory-terminated.</p>		
28	<p><b>5 KVA UPS*</b></p> <p><b>30 minutes backup for AV/VC equipment and SDWAN devices (Critical devices)</b></p>		

\* Required only if UPS power is not available at the Courtroom site.

### 3. **Compliance Sheet and Technical specifications- Office and E-Sewa Kendra setup**

(Bidder needs to submit OEM Technical brochure along with references and compliance statements)

SR#	DESCRIPTION	Proposed MAKE and MODEL	COMPLIANCE And REMARKS
1	<p><b>All-in-One Non-Touch PC</b>  Processor Make/Generation Intel -Core i7 - 13700  Memory - 16GB DDR4 RAM (Expandable up to 32 GB)  HDD/SSD Capacity - 512GB SSD  Operating system - Windows 11 professional  Display Size - 23-24" FHD diagonal, IPS, three-sided micro-edge, Display, Brightness: 300 nits, Refresh Rate: 100 Hz, Colour Gamut: 72% NTSC  Additional features / Accessories – LAN port, HDMI port, Wifi and Webcam 4 MP, Tilting FHD camera with a wide dynamic range, dedicated mic and speaker.  Keyboard + Mouse  Warranty and Support: 5-year on-site warranty with next business day support - 24/7 technical support and 2 BD CTR</p> <p>The operating system must be pre-loaded by the Original Equipment Manufacturer (OEM) along with recovery partition,</p> <p>The keyboard and mouse should be of the same make, with OEM logo/trademark embossed on them.</p> <p>The OEM must offer an online system hardware diagnostics facility.</p> <p>The OEM must provide the ability to download updates for pre-installed software, devices, drivers, and firmware on its website.</p> <p>The quoted product must be military-grade durability certified/ tested.</p> <p>All compliance documents must be</p>		

	submitted on the OEM's letterhead only.		
2	<p><b>Office Desktop Specifications</b></p> <p>Processor: i7-1355U or higher  Memory (RAM): 16 GB DDR4 (expandable to 32 GB)  Storage: Primary: 512 GB SSD  Secondary: Optional  Graphics: Integrated graphics (Intel UHD Graphics)  Operating System: Windows 11 Pro (64-bit)  Monitor: Size: 23.8-inch Full HD (1920x1080 resolution), Features: Adjustable stand (tilt, swivel, and height)  Networking: Wired: 10/100/1000 Gigabit Ethernet, Wireless: Wi-Fi 6 (802.11ax), Bluetooth 5.0  Ports: USB: Minimum 6 USB ports (at least 4 USB 3.0 or higher),HDMI: 2 port,  Audio: Headphone/microphone combo jack, Ethernet: 1 RJ-45 port  Input Devices: Keyboard: Standard full-sized USB keyboard, Mouse: Optical USB  Power Supply:- 300W or higher  Form Factor:- Mini Tower or Small Form Factor (SFF)  Security:- TPM 2.0 (Trusted Platform Module)  Warranty and Support: 5-year on-site warranty with next business day support - 24/7 technical support and 2 BD CTR</p> <p>The operating system must be pre-loaded by the Original Equipment Manufacturer (OEM) along with recovery partition,</p> <p>The keyboard and mouse should be of the same make, with OEM logo/trademark embossed on them.</p> <p>The OEM must offer an online system hardware diagnostics facility.</p> <p>The OEM must provide the ability to download updates for pre-installed</p>		

	<p>software, devices, drivers, and firmware on its website.</p> <p>The quoted product must be military-grade durability certified/ tested.</p> <p>All compliance documents must be submitted on the OEM's letterhead only.</p>		
3	<p><b>Laptop</b></p> <p>Processor - 13th Gen Intel Core™ i7-1355U</p> <p>Operating System - Windows 11 Pro</p> <p>Memory + 16 GB DDR4-3200 MHz &amp; upgradable up to 32GB RAM</p> <p>Storage – 512 GB SSD</p> <p>Wireless - Intel AX211 Wi-Fi 6E</p> <p>Bluetooth – Bluetooth 5.3</p> <p>Display (14") diagonal- FHD (1920 x 1080) UWVA eDP, anti-glare narrow bezel bent, 250 nits, Graphics and Video Support Intel Iris Xe Graphics</p> <p>Camera - 720p HD camera with shutter</p> <p>Audio - 2 Integrated stereo speakers</p> <p>Integrated microphone (Dual Array)</p> <p>Keyboard and Trackpad - Premium Keyboard, spill resistant with backlit function, Clickpad with multi-touch gesture support</p> <p>Security and Manageability - TPM 2.0 Embedded Security Chip Common Criteria EAL4+ Certified) (FIPS 140-2 Level 2 Certified)</p> <p>Battery - Long Life 3-cell, 42.75 Wh, Battery back up to, 7 hours</p> <p>65 W External AC power adapter, 3 pin power cord</p> <p>Ports &amp; Slots - Thunderbolt 4 with USB4 Type-C (USB Power Delivery)</p> <p>3 x USB 3.2 Gen 1, Type-A 1 x HDMI Port &amp; 1 x RJ45 1 x Headphone &amp; microphone combo 1 x DC Power Connector</p> <p>Warranty - 3 Years with Accidental Damage protection + 2 years extended warranty</p> <p>Standard Backpack / Shoulder bag</p> <p>The operating system must be pre-loaded by the Original Equipment Manufacturer (OEM) along with recovery partition,</p> <p>The keyboard and mouse should be of the same make, with OEM</p>		



	<p>logo/trademark embossed on them.</p> <p>The OEM must offer an online system hardware diagnostics facility.</p> <p>The OEM must provide the ability to download updates for pre-installed software, devices, drivers, and firmware on its website.</p> <p>The quoted product must be military-grade durability certified/ tested.</p> <p>All compliance documents must be submitted on the OEM's letterhead only.</p>		
4	<p><b>Color LaserJet Pro MFP</b></p> <p>Designed for high-volume, high-speed document printing</p> <p>A4 Colour Laser Multifunction Printer, For Business</p> <p>Print, Copy, Scan, ADF, Duplex</p> <p>Dynamic Security enabled printer</p> <p>Print speed up to 35/33 ppm black &amp; color (letter/A4)</p> <p>USB, Ethernet, Wi-Fi</p> <p>Duplex Printing</p> <p>Warranty – 3 years comprehensive + 2 years extended comprehensive warranty</p>		
5	<p><b>LaserJet Pro Printer</b></p> <p>A4 Black and White Laserjet Printers, for Business</p> <p>Print, Copy, Scan, ADF, Duplex</p> <p>Dynamic Security enabled printer</p> <p>Print speed up to 35/33 ppm black (letter/A4)</p> <p>USB, Ethernet, Wi-Fi</p> <p>Duplex Printing</p> <p>Warranty – 3 years comprehensive + 2 years extended comprehensive warranty</p>		
6	Microsoft Office suite with One note (Latest version)		
7	Adobe DC Pro (PDF editing and Management apps)		
8	<p><b>Anti-virus solution:</b></p> <p>Refer compliance sheet above</p>		
9	<b>Online Backup solution for Desktop</b>		

10	<b>Windows Patching solution:</b> Centralized Windows Patching Solution, e.g. WSUS solution for the supplied computing resources (Desktop, AIO, Laptop)		
11	Windows OS based server, Anti-virus with central management This will be implemented and managed from a Central location		

#### 4. Compliance Sheet and Technical Specifications -SDWAN Solution

SDWAN - Edge Router (For courtroom)		
SR#	Minimum Technical Specifications	Compliance (Yes/No)
1	The Router should have multi-core Processor, internal redundant field replaceable power supply (from Day1). The Router Should have capabilities of seamless field upgrade/replacement (without interrupting running processes and services ).	
2	Router should have a physical separation between control and data planes processor. Router should support inline hardware accelerated encryption for high-throughput IPsec.	
3	Router should have minimum 4 x 1Gig copper ports & 2 x10G SFP+ ports from day 1.	
4	Router should be supplied with support min 2 Gbps or more of throughput after enabling all services like SDWAN, IPSec, Stateful Firewall etc. from day 1	
5	The device should work in SDWAN Mode managed by controller. However, if required it should work as standalone routing platform without controller	
6	Router should support IGMP	
7	Router should support static Routes, OSPF MBGP, BFD, Policy based routing, IPv4 and IPv6 tunnelling.	
8	The Router should support Zone Based application aware Firewall feature or an external appliance for the same functionality can be provided. It should have NGFW.	
9	Router should support at least 1000 IPsec / SDWAN Overlay Tunnels	
10	Router should build IPsec tunnels to multiple remote locations automatically without making manual changes to each and every router at remote locations	
11	Router should support deep packet inspection to identify applications and should be able to apply QoS based on application	
12	Router should support Dynamic Host Control Protocol (DHCP) server/relay/client, SNMPv3 and NTP	
13	Should have Console, Telnet or Web for management	
14	Router should support SSL or secure access to the management web GUI.	
15	Router/Router's Operating System should be tested and certified for EAL 3/NDPP or above under Common Criteria Certification	
16	Router should be IPv6 Certified/ USGv6 Certified/IPv6 logo ready	

<b>SDWAN - Head End Router (For Centralized management)</b>		
<b>SR#</b>	<b>Minimum Technical Specifications</b>	<b>Compliance (Yes/No)</b>
<b>1</b>	The Router should have multi-core Processor, internal redundant field replaceable power supply (from Day1). The Router Should have capabilities of seamless field upgrade/replacement (without interrupting running processes and services ).	
<b>2</b>	Router should have a physical separation between control and data planes processor. Router should support inline hardware accelerated encryption for high-throughput IPsec.	
<b>3</b>	Router should have minimum 4 x 1Gig copper ports & 6 x10 G SFP+ ports from day 1.	
<b>4</b>	Router should be supplied with support min 15 Gbps or more of throughput after enabling all services like SDWAN, IPSec, Stateful Firewall etc. from day 1. The router should have minimum 8 GB DRAM	
<b>5</b>	The device should work in SDWAN Mode managed by controller. However, if required it should work as standalone routing platform without controller	
<b>6</b>	Router should support IGMP	
<b>7</b>	Router should support static Routes, OSPF BGP4, MBGP, BFD, Policy based routing, IPv4 and IPv6 tunnelling.	
<b>8</b>	The Router should support Zone Based application aware Firewall feature or an external appliance for the same functionality can be provided.	
<b>9</b>	Router should support at least 3000 IPsec / SDWAN Overlay Tunnels	
<b>10</b>	Router should build IPsec tunnels to multiple remote locations automatically without making manual changes to each and every router at remote locations	
<b>11</b>	Router should support deep packet inspection to identify applications and should be able to apply QoS based on application	
<b>12</b>	Router should support Dynamic Host Control Protocol (DHCP) server/relay/client, SNMPv3 and NTP	
<b>13</b>	Should have Console, Telnet or Web for management	
<b>14</b>	Router should support SSL or secure access to the management web GUI.	
<b>15</b>	Router shall conform to EN 55022 Class A/B or CISPR22 Class A/B or CE Class A/B or FCC Class A/B Standards for EMC (Electro Magnetic Compatibility) requirements.	
<b>16</b>	Router/Router's Operating System should be tested and certified for EAL 3/NDPP or above under Common Criteria Certification	
<b>17</b>	Router should be IPv6 Certified/ USGv6 Certified / IPv6 logo ready	

<b>SDWAN solution technical Specifications and Functional Requirements</b>		
<b>SR#</b>	<b>Minimum Technical Specifications/ Functional requirements</b>	<b>Compliance YES /NO</b>
<b>A</b>	<b>General features</b>	
<b>1</b>	The SDWAN solution should have the ability to effectively use multiple links.	
<b>2</b>	The SDWAN should support IPv4 and IPv6 from day one.	
<b>3</b>	The SDWAN solution should support QOS features.	
<b>4</b>	The SDWAN solution should support real-time monitoring of WAN link performance parameters (Latency, jitter, packet loss and throughput) enabling application-based traffic forwarding through the Dynamic Path Selection (DPS)	
<b>5</b>	The SDWAN solution must include the ability to support network topologies like Hub and Spoke, Full mesh and Partial mesh.	
<b>6</b>	Based on network analysis of the current setup the solution must select the best path based on link quality and policy.	
<b>7</b>	The solution needs to be a True SDWAN that is purpose built right from the foundation based on SDN architecture	
<b>8</b>	Solution needs to provide real-time streaming analytics like health status, WAN links status, application wise bandwidth utilization status.	
<b>9</b>	The solution should be able to load balance across multiple links simultaneously.	
<b>10</b>	The SDWAN solution should support single pane of glass management.	
<b>11</b>	The solution must provide Remote diagnostics tools to validate reachability of both WAN and LAN side, Packet Capture, Packet flow CLI tracer etc.	
<b>12</b>	NAT- The branch SDWAN devices should have the ability to do address translation between private and public IP address spaces.	
<b>13</b>	The SDWAN Controller should support integration with third party ITSM tool for the workflow management.	
<b>14</b>	There should not be any impact on SDWAN data forwarding capability in case of complete disconnection of controllers.	
<b>15</b>	The software defined network controller should be capable of running as a virtual machine in the data centre.	
<b>16</b>	The data plane at the branch locations, data centre should be programmable from the central software defined network controller.	
<b>17</b>	The architecture should allow for internet break out at the local branch, centralized location, remote entity (remote location) and cloud, based on the application and the policy defined in the software defined network controller.	
<b>18</b>	The tunnel creation / path selection should be automatic without any manual configuration / intervention on the edges and the controller.	

<b>19</b>	The WAN path selection should be dynamically selected based on the policy set from the software defined network controller.	
<b>20</b>	The system architecture should allow the use of the most preferred link based upon Link characteristics (Latency, Packet Loss, Jitter) for critical applications as defined in policy.	
<b>21</b>	The SDWAN should be able to build connections dynamically between two SDWAN devices leveraging multiple links and apply logic for best path selection, traffic switching and QOS.	
<b>22</b>	The SDWAN device should have the capability to forward traffic via specific WAN paths depending on predefined application policies and performance needs.	
<b>23</b>	The SDWAN solution should not add any latency for the current traffic path.	
<b>24</b>	The SDWAN should continuously check the link flaps and link quality parameters and traverse the traffic accordingly. i.e., if the link is not stable then put the link in monitor state, once the link is stable then start sending traffic on that link. Link flaps or link up/down must not affect the traffic if another link is available.	
<b>25</b>	The SDWAN must integrate transparently into the existing routing infrastructure. The solution must be completely transparent to existing routing protocols (e.g.: OSPF, BGP etc.). All routing functions, including “dynamic path selection” or any other network routing decisions.	
<b>26</b>	The SDWAN solution must be able to support QoS to prioritize packet flows for each traffic class.	
<b>27</b>	The SDWAN should support hybrid secured connectivity across the WAN i.e. Data flowing from DC to Site office devices and within the branch-to-branch communication should be encrypted by using industry standard protocol.	
<b>28</b>	The SDWAN solution should support encryptions for end-to-end communication.	
<b>29</b>	The solution should use standard encryption technology, such as AES256/above to provide secure connectivity over any type of WAN link. Rekeying functionality should be available in the solution for encryptions.	
<b>30</b>	The SDWAN solution must be able to apply QOS policies to all the traffic seen in the network, including TCP, UDP and other non-TCP traffic types.	
<b>31</b>	If a failure of one or more network links occurs and there isn't enough remaining bandwidth to serve all current sessions, current sessions should be adjusted to conform with the QOS policies.	
<b>32</b>	The proposed SDWAN solution should support IGMP	

<b>33</b>	The SDWAN solution should have the capability to mitigate the effect of packet drop in underlay for specific or all applications using Forward Error Correction (FEC) and Packet Replication to improve end-user experience. The SDWAN solution should have the capability to mitigate the effect of packet drop in underlay for specific or all applications using Forward Error Correction (FEC) and Packet Replication to improve end-user experience.	
<b>34</b>	The SDWAN should be able to enable real-time applications to be duplicated between different links to ensure lossless delivery.	
<b>35</b>	The SDWAN should support Intelligent mechanism of classification of applications based on the first packages.	
<b>36</b>	The SDWAN should support DIA with Traffic optimization for Cloud SaaS	
<b>37</b>	The SDWAN solution should support IPv4 and IPv6 dual stack from day one.	
<b>38</b>	The SDWAN solution should support Hierarchical Shaping.	
<b>39</b>	The SDWAN solution should allow Branch sites without a common WAN provider to communicate with each other. (Ex. Branch1 has WAN1 connectivity and Branch 100 has WAN2 connectivity only, then they should be able to communicate with each other) via centralized Hub/Gateway.	
<b>40</b>	The SDWAN solution should recover from link failure - alternate link convergence time within milliseconds without session disconnect.	
<b>41</b>	The solution should include a QoS mechanism protecting delay-sensitive flows like Voice and Video.	
<b>42</b>	The solution should support static NAT-44, NAT-44, DNAT-44, NAT64.	
<b>43</b>	The solution must support TCP optimizations to mitigate the effects of high latency and packet loss on the performance of TCP-based applications.	
<b>B</b>	<b>SDWAN -VPN Security and Compliance</b>	
<b>1</b>	The system should implement a secure virtual private network that connects the branch locations, and data centres on one single managed network.	
<b>2</b>	The system should support and allow the creation of an encryption policy & algorithms for Data Security. The system should allow centralized generation of the encryption policy.	
<b>3</b>	The system should allow dynamic tunnels to be created without any static overlays between branch and the hub.	
<b>4</b>	The system should allow for hub-and-spoke connectivity between the Data Centre/DR /NOC (Hub) and Benches / Courtroom (Spoke)	
<b>5</b>	Must have option to create Inter-network group, if required in future.	

<b>6</b>	The system should ensure that any change in connectivity (Link 1 to Link 2 connectivity in case of multiple links being terminated on the branch device) does not require any change in virtual private network configuration in the controller or physical/virtual device at location.	
<b>7</b>	The system should be able to automatically pick the tunnel encapsulation type based on the application and based on the policy specified in the software defined network controller.	
<b>8</b>	The overlay tunnel must support certificate-based authentication.	
<b>9</b>	The proposed solution should support high encryption Standards of ESP-256, AES-256, SHA-256 and DH group 19.	
<b>10</b>	The system should ensure that virtual private network configuration and policy is performed in the controller. The addition of one or more branch devices into the network should not require any changes in the virtual private network configuration in software defined network controller.	
<b>11</b>	The proposed SDWAN solution must support following security capabilities at all locations: L7 application-based policies and Firewall.	
<b>12</b>	Stateful (L4) Firewall: Zone and endpoint based stateful firewall, 5 tuple flows based (zone, address, user, region), Geo-IP, blacklisting, Rich actions (accept, drop/discard, rate-limit, log), ALG support, IPv6 support	
<b>13</b>	DOS Protection: L3 ICMP Flood, UDP, TCP SYN flood, ICMPv6 flood, SCTP flood, Port scans and host sweeps, L2-L4 anomaly detection, IPv6 support	
<b>14</b>	<b>Compliance:</b> The solution should comply with PCI DSS and HIPAA, certified FIPS 140-2 Level 1, IPv6-ready logo certification.	
<b>C</b>	<b>Centralized Management, Monitoring and Configuration (SDWAN Management Controller Functional Requirements)</b>	
	All central controller & analytics platforms shall be provided, deployed & managed by bidder at their data centre. The centralized management appliance installed at DC must provide a single, unified platform for network service provisioning, monitoring, and assurance, change and compliance management.	
<b>1</b>	The solution should comprise of a centralized single plane of Controller/ Manager system which should be placed in DC/ DRC/ Head Office/ Any other site decided by GSTAT/GSTN for automation, device configuration, Policy Orchestration, Software updates etc.	
<b>2</b>	The solution should come with a web-based administration interface and GUI Console for Monitor/ Control/ Management.	



3	The centralized controller should support Role Based Access Control that provides only relevant information to the user based on their roles and privileges.	
4	The upgrade of SDWAN CPE devices should be centrally done using the Controller/ Management/ Orchestrator platform.	
5	The DC/ DRC/ Head Office /NOC/ SOC management console should have the capacity and scalability to manage all SDWAN edge devices.	
6	Appliance should be able to integrate with central authentication solutions such as: Active Directory/ TACACS/ Radius, Solution should have privilege level of users like L-1, L-2 and L-3 to control and to manage deployed SDWAN devices.	
7	The solution should be able to perform time synchronization with NTP server.	
8	The appliance should support Real Time telemetry to monitor the system Health (CPU, memory utilization, Ethernet port bandwidth, Link utilization) on real time.	
9	The management or Controller shall be able to monitor the Network statistics, CPU, memory utilization, Ethernet port bandwidth, Link utilization, all network paths/ link utilization.	
10	The SDWAN controller must have REST APIs available for 3rd party integration or integration with custom automation tools	
11	The controller must be able to be configured in HA mode to avoid a single point of failure.	
12	The solution should provide Customer Dashboard/ Customer Portal for: Detailed visibility of the applications being accessed and their usage. Link visualization: Device / Link Up and Down, Link Quality and BW utilization should get captured in the dashboard.	
13	The Controller/ Management console should support Zero Touch Provisioning (ZTP) deployment at sites.	
14	The solution will allow administrators to forward alerts from the system using email.	
15	The solution should provide capability of remote diagnostics like Ping, trace route, testing VPN connectivity, Speed test, etc. through a centralized GUI without the requirement of login into CLI of individual branches.	
16	The Controller / Management solution should record and maintain the history of all configuration changes made over time. <b>Log retention period 120 Days</b>	
17	The solution must be able to collect and aggregate traffic statistics for all WAN paths in real time. Traffic statistics should include path utilization, application specific utilization and path performance and device health.	

<b>18</b>	The solution must store historical traffic and performance information to assist with trouble analysis, traffic forecasting and SLA compliance.	
<b>19</b>	The solution must support syslog and email/SMS based alarm to notify the administrators when any device/link fault or network performance degradation happens.	
<b>20</b>	All application forwarding policies shall be configured from the centralized management platform.	
<b>D</b>	<b>SDWAN Reports and Analytics</b>	
<b>1</b>	The SDWAN should support granular Real-Time Monitoring and Historical Reporting like:	
<b>2</b>	Statistical bandwidth usage of all available links.	
<b>3</b>	Network Statistics include continuous performance monitoring of loss, latency, and packet ordering for all network paths and link utilization.	
<b>4</b>	The SDWAN should be able to generate report for: Traffic statistics of all the included path, Specific application utilization, Path performance, Packet loss in the links, Latency of links	
<b>5</b>	The SDWAN should be able to generate system events/logs for events that have taken place in the system such as login, changes to configuration and system related errors or warnings.	
<b>6</b>	The SDWAN should have GUI (Graphical User Interface) for report generation	
<b>7</b>	The SDWAN controller should contain a single dashboard which includes all other device status like CPU, Link Status, event logs etc.	
<b>8</b>	The solution should provide an option for scheduling reports.	

## 5. Eligibility Criteria for ISP

Following format has to be filled by the ISP / Bidder and has to be submitted in the bid and relevant with documentary proof.

<b>SR#</b>	<b>Minimum Eligibility Criteria</b>	<b>Document Required</b>	<b>Bidders' response (Yes/No)</b>
1.	The ISP should preferably be a Firm/ Company/ Public Sector undertaking/Govt. Company/LC incorporated in India.	Copy of registration certificate to be enclosed	
2.	The ISP should be a company registered under the Companies Act, 1956 and should have been in the business for more than 5 years. The ISP should be in business of	Copy of Certificate of Incorporation, Copy of Memorandum & Articles of Association, Order copies to be submitted as	

	providing MPLS /ILL and SDWAN service for at least 5 years as on the date of this tender.	documentary proof.	
3.	The ISP shall have a valid NLD (National Long Distance) / ILD license from Govt. of India. The lease line from category "A" ISP (license from Govt. of India) should only be Commissioned.	Copy of licenses is required to be submitted.	
4	The ISP shall be peering with at least min. 2 other ISP. Copy of the letter for compliance.	A self-certified document in support of this must be enclosed	
5	ISP should ensure that the local loop provisioning does not violate regulations as laid by Government of India / TRAI in respect of such links / networks.	A self-certified document in support of this must be enclosed	
6	The ISP should have Toll Free number for fault registering within India and should provide support on 24x7x365 basis.	A self-certified document in support of this must be enclosed	
7	The ISP has to provide onsite support, when required. ISP should have an office in all Metropolitan locations.	A self-certified document in support of this must be enclosed	
8	Annual Turnover for last three financial years ending 31/03/2023 should be at least 500 crores per annum. Bidder should be making net profit/ have continuous positive net worth for last three financial years ending 31/03/2023.	Bidder has to compulsorily submit certificate in this regard duly certified by the auditor of the company	
9	The ISP shall have a valid license to operate & provide Layer-3 MPLS-VPN/ Enterprise grade ILL services across all circles in India. The network should offer redundancy at all levels.	Documentary evidence/ Declaration to be submitted	
10	The ISP shall have own MPLS /ILL Points of Presence (PoPs) at least at 100 (Hundred) locations on its own or leased fiber backbone. The ISP should also have PoP level redundancy (dual PoP).	Declaration signed by Authorized signatory must be submitted.	
11	The ISP should be capable of providing wired and wireless last mile.	Documentary evidence/ Declaration to be submitted	

12	All the POPs from where the MPLS / ILL bandwidth shall be provided should have redundancy of equipment, links, power, backhaul connectivity etc.	Certification / Undertaking on company's letter head from the bidder signed by the authorized signatory with company seal.	
13	The bidder should have its own Network Operating Centre (NOC) with DR facility in Geographical Areas for 24x7 monitoring of the network to ensure uninterrupted services. The NOC should be operational for at least three years as on the date of this tender.	Mention details [location and address] of Primary and Backup NOC(s).	
14	The respondent must have experience in providing network connectivity to large national institutions (having atleast 25 or more offices at different places) spread across multiple states/regions in India.	Details of the same to be provided.	
15	The respondent should have provided complete managed IP MPLS VPN /ILL/ SDWAN services to at least two customers, with one customers having more than 100 sites and at least one customer with 200 or more sites having PAN India presence.	Details of customers and project to be provided.	
16	The ISP shall not be blacklisted in any Central/ State Government / Govt. Institutions at the time of submission of bids.	Bidder to submit a declaration in this regard duly signed by the authorized signatory of the bidder.	
17	The ISP shall have its own at least 1 International Internet Gateways & 2 Cable Landing Stations (CLS).	Documentary evidence/ Declaration to be submitted	
18	The ISP must possess valid & active following certification: 1. ISO 27001 2. TL 9000 or ISO 9001	Copy of certificate should be provided	

## **ANNEXURE-IV**

### **1. Project Execution Team**

SR#	Team Role	Criteria	Reference
The Bidder is required to propose the Project Team for complete execution of the project along with their CV's. The required resources with their roles and minimum qualification are as under. Only share CV for Project Delivery manager / Operations manager / Network & System administrator.			
<b>1</b>	Project Manager (Delivery Manager) & Operations manager	<ul style="list-style-type: none"> <li>• Graduate (Any Discipline) + M.B.A. (preferable)</li> <li>• ITIL Foundation (mandatory) + PMP or equivalent certification (preferable).</li> <li>• 12+ Years of Experience; 5+ years of Experience as Project/Delivery Manager.</li> </ul>	
<b>2</b>	Solution Architect, Delivery phase	<ul style="list-style-type: none"> <li>• BE/B.TECH/MCA/M.Sc. IT</li> <li>• Relevant certification of the solution proposed</li> <li>• 10+ Years of Experience</li> <li>• 5+ Years of Experience in Solution architect / Network Administrator</li> </ul>	
<b>3</b>	Network / System administrator (L2/L3), in O&M phase	<ul style="list-style-type: none"> <li>• BE/B.TECH/MCA/M.Sc. IT</li> <li>• Relevant certification of the solution proposed</li> <li>• 10+ Years of Experience</li> <li>• 5+ Years of Experience in Solution architect / Network Administrator</li> </ul>	
<b>4</b>	Resident Engineer	<ul style="list-style-type: none"> <li>• Graduate (Any Discipline), IT Diploma</li> <li>• 3+ Years of Experience IT support</li> <li>• Must be good in written and oral communication is Hindi / English / Local language</li> <li>• Must be good in Excel /Word /Application usage</li> </ul>	
<b>5</b>	Data Entry Operator	<ul style="list-style-type: none"> <li>• Graduate (Any Discipline)</li> <li>• Must be good in written and oral communication is Hindi / English / Local language</li> <li>• Must be good in Excel /Word /Application usage</li> </ul>	

### **2. Project/Delivery Manager**

SR#	Parameter	Description
<b>1</b>	Name and proposed role	
<b>2</b>	Highest Educational Qualification	
<b>3</b>	Certifications	
<b>4</b>	No. of years of experience in Project Management as Project Manager/ Head of Projects	
<b>5</b>	Brief details of projects handled	
<b>6</b>	Brief detail of projects handled in Multi-	

	locational IT Projects	
<b>7</b>	Tasks Assigned for this project by the Bidding entity	
<b>8</b>	Time committed for the engagement	

### **3. Network & Security Administrator:**

<b>SR#</b>	<b>Parameter</b>	<b>Description</b>
<b>1</b>	Name and proposed role	
<b>2</b>	Highest Educational Qualification	
<b>3</b>	Certifications	
<b>4</b>	No. of years of experience in IT Infrastructure Solution Architecture / Network and Security administration	
<b>5</b>	Brief details of projects handled	
<b>6</b>	Brief detail of projects handled in Multi-locational IT Projects	
<b>7</b>	Tasks Assigned for this project by the Bidding entity	
<b>8</b>	Time committed for the engagement	

## **ANNEXURE-V**

### **Request for Clarification format**

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

<b>Bidder's Request for Clarification on.....</b>			
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.	Tender Document Reference(s) (section number /page)	Content of tender requiring clarification	Points/Remarks on which clarification required
1			
2			

**ANNEXURE-VI****Bidders Experience – Client Citations**

<b>Project Experience (one Form for each project reference duly certified by authorized signatory)</b>	
<b>Client Information:</b>	
Name of client	
Name of the person who can act as a reference from Clients' side, with name, designation, postal address, contact phone, fax number, e-mail id,	
Type of Client (PSU/Central Govt. /State Govt. or any other reputed Organization or agencies in India):	
Nature of business / operations of client	
Revenue/Budget (in case of Government dept.) of the client	
Total number of Employees of the client organization or the business unit	
<b>Project Details:</b>	
Nature of the Project	
Total Contract Value for Implementation Services	
Functional areas of business covered in the project	
Geographical Location of Implementation	
Number of Locations / business units at which the project is implemented	
Peak on-site (at the client location) project team size, during implementation	
Peak on-site (at the client location) project team size, during post-implementation support	
Date of commencement of the project	
Date of successful completion of the project	
If not completed, expected date of completion	
Brief Description of the Project in terms processes automated, complexity of the project, significant achievements, uniqueness,	
Scope of the Project	
<b>Brief details of the Solution:</b>	
A packaged implementation/developed from scratch	



The solution modules/engines/components implemented	
Number of Users of the solution	
Methodology Adopted	
Relevance of the implementation to the current project	
<b>Other Relevant Information</b>	

## **ANNEXURE-VII**

### **RFP Response Cover Letter**

*(Original signed copy on company letterhead)*

[Date]

To,

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

Dear Sir,

**Ref: Response to RFP for ‘.....’**

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

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

<b>Details</b>	<b>Primary Contact</b>	<b>Secondary Contact</b>	<b>Executive Contact</b>
Name:			
Title:			
Company Name:			
Address:			
Phone:			
Mobile:			
E-mail:			

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

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

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

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

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

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

Dated this Day of .....

Signature:.....

Name:.....

Designation:.....

## **ANNEXURE-VIII**

### **Format of Earnest Money Deposit**

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

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

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

The conditions of this obligation are:

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

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

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

Date:

(Signature of Authorized Officer of Bank with Seal)

Name:

Designation

Please find below the Bank details of GSTN:

**Bank: IDFC FIRST Bank**

**IFSC Code: IDFB0020101**

**ANNEXURE - IX****Vendor Information Form**

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

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

Signature with Stamp of Authorized Person

Date:

Full Name:

Place:

Company's Seal:

**ANNEXURE-X****PRE-QUALIFICATION CITATIONS**

Sr. No.	Item	Bidder's Response
1.	Proposed Product / Solution /criteria (for which the citation has been provided)	
2.	Name of bidder entity	
3.	Assignment Name	
4.	Name of Client	
5.	Contact Details of Client (Contact Name, Address, Telephone Number)	
6.	Approximate Value of the Contract	
7.	Relevant value of the Contract	
8.	Award Date (month/year)	
9.	Completion Date (month/year)	
10.	Narrative description of the project	
11.	Details of Work that defines the scope relevant to the requirement	
12.	Documentary Evidence attached	

Date:  
Auditor

Name & Signature of Independent

Company stamp

**ANNEXURE-XI**

**Non-Blacklisting Declaration**

*(Original signed copy on company letterhead)*

This is to notify that our company intends to submit a Bid 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-XII**

**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:



## **ANNEXURE-XIII**

### **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-XIV**

### **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-XV**

### **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, having its office at Worldmark-1, Aerocity, Delhi-110 037, India (hereinafter “the Service Recipient”) of the one part and of \_\_\_\_\_ (hereinafter called “the Agency”) of the other part:

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

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as in the Terms and Conditions mentioned at various Sections of the above referred Bidding Document.
2. The following documents shall be deemed to form and be read and construed as part this Agreement, viz:
  - a. The Service Recipient’s Letter of Award (LOA)/Contract No. \_\_\_\_\_ dated \_\_\_\_\_.
  - b. the offer and price schedule submitted by the Agency:
  - 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 Agency as hereinafter mentioned, the Agency 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:  
Name:  
Designation:  
Company's stamp/Seal:

*In the presence of (witness):*

1)

2)

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

*In the presence of (witness):*

1)

2)

## **ANNEXURE-XVI**

### **Declaration of Payment**

*(Original signed copy on company letterhead)*

Amount deposited for the Tender Ref. No. date: on account of Earnest money amounting to Rs. \_\_\_\_\_ - vide Unique Transaction Reference (UTR No. ) of RTGS/NEFT No..... dt..... on..... bank in favour of “Goods and Services Tax Network” payable at New Delhi having Bank Account No. 10003053874 with IDFC First Bank Limited, KG Marg, New Delhi-110001 (IFSC Code IDFB0020101).

(Authorised Signatory)

Signature:

Name:

Designation:

Seal:

Date:

## **ANNEXURE-XVII**

### **Tripartite Agreement for Management of Network Bandwidth**

#### Tripartite Agreement

[To be provided on official company letter head of MSP]

Date:

To,  
Sr. Vice-President – Procurement and Contract  
Goods And Services Tax Network, East Wing,  
4th Floor, World Mark - 1, Aerocity,  
New Delhi – 110037

This Agreement is entered on .....day of 20....<year> among **Goods and Services Tax Network** constituted by and having its registered office at **4th Floor, Worldmark – 1, East Wing, Aerocity, New Delhi – 110037, India** (hereinafter called the “**GSTN**”), of the one part

AND

..... <**name of Managed Service Provider (MSP)**>, a company incorporated under the Companies Act 1956 and having its corporate office at ..... SELECTED as Managed Service Provider (MSP) for **RFP for Selection of Managed Service Provider (MSP) for Managed IT services for GSTAT Benches PROJECT** i.e., Party engaged by ..... vide LOA No: ..... and detailed Work order no. ....(herein referred to as the “**WO**”) for Managed IT Services for GSTAT and perform agreed change requests thereto as specified in the Scope of Work of the RFP (hereinafter referred to as “**MSP**” or “.....”<<**name of MSP**>> which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of the second Part.

AND

.....<<**name of INTERNET SERVICE PROVIDER (ISP)**>> a company incorporated under the Companies Act 1956 and having its corporate office at....., being a TELECOM SERVICE PROVIDER/NETWORK BANDWIDTH SERVICE PROVIDER for the referred PROJECT for Managed IT Services for GSTAT and perform agreed change requests thereto as specified in the Scope of Work of the RFP in the agreement between ..... <<**name of MSP**>> and **GSTN** (hereinafter referred to as “INTERNET SERVICE PROVIDER (ISP)” which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of the third Part.

“**GSTN**”, “.....<<**name of MSP**>>” and “.....<<**name of ISP**>>” are individually referred as “Party” and collectively as “Parties”.

WHEREAS GSTN, the party of the first part has contracted .....(MSP), the second party, for Managed IT Services for GSTAT and perform agreed change requests (hereinafter referred to as “The Project”) vide its Work Order (WO)

No:.....

WHEREAS as per the requirements of the project, GSTN requires these services for successful implementation of the project.

WHEREAS GSTN has engaged ..... (INTERNET SERVICE PROVIDER (ISP)) as a service provider vide their letter/ offer no dated and now agrees to associate with .....(ISP) for execution of the part of the order, to provide support services as detailed in the Work Order (MSP) and/ or indicated in **Scope of Work** of this agreement to be the responsibility of ....( INTERNET SERVICE PROVIDER (ISP)), namely, related to required Managed Bandwidth Services.

WHEREAS ..... (INTERNET SERVICE PROVIDER (ISP)) has Category 'A' ISP license having its network spread across India.

The Work Order placed vide ...../ to be placed by GSTN to ..... (INTERNET SERVICE PROVIDER (ISP)) shall form an integral part of this agreement. .... (MSP), shall be responsible for (i) coordinating /entering into a tripartite agreement with the ISP along with the Purchaser (ii) getting the work executed by the ISP as per the Contract for Bandwidth as well as SLA's (iii) the replacement, if any, of the ISP without changing any penalty/LD criteria. However, the new ISP has to meet the qualification criteria. Any breach or failure to fulfil the obligations as mentioned in the Tripartite Agreement which has a material impact on the performance of the Agreement shall be treated as a breach of the terms of 'The Agreement'.

WHEREAS by virtue of this agreement, the parties..... (MSP) and ..... (INTERNET SERVICE PROVIDER (ISP)) bind themselves to the terms & conditions that are embedded in the Agreement between the first two parties. Now these presents witness, and it is hereby agreed by and between the parties hereto as follows:

## **1. APPLICATION**

This Agreement details the general terms and conditions for the provision of the Services to be rendered by ..... (INTERNET SERVICE PROVIDER (ISP)) [as per CONTRACT placed vide....../to be placed by GSTN] and by .....(MSP) [as per Work Order No. ....with GSTN. Upon signing the scope, duration and other services to be so rendered under this Agreement the parties agree to accept and be bound by these terms and conditions.

## **2. PROVISION OF SERVICE**

i. The provision of the Services is subject to these terms and conditions stated in this Agreement. Where ..... (INTERNET SERVICE PROVIDER) shall accept the Order from GSTN, ..... (INTERNET SERVICE PROVIDER) shall provide the Services required by GSTN, and by ..... (MSP) on behalf of GSTN, within a timeframe, quality, security and reliability level agreed with between GSTN, ..... (INTERNET SERVICE PROVIDER) and ..... (MSP). The MSP shall provide..... (INTERNET SERVICE PROVIDER) with a complete network diagram of the set-up along with the details of connectivity at the Locations and services will be provisioned to GSTN accordingly. It is the responsibility of MSP, to ensure and of (INTERNET SERVICE PROVIDER) to provide proper network monitoring and network management as per SLA like uptime, proper bandwidth etc. and to submit the SLA



performance report of the ..... (INTERNET SERVICE PROVIDER) to the GSTN on monthly/ as and when required basis.

ii. The network links will be provided by.....(INTERNET SERVICE PROVIDER) and the MSP will monitor and report any problems on behalf of .....(INTERNET SERVICE PROVIDER) to GSTN.

iii. Where it is necessary, due to material breach by the INTERNET SERVICE PROVIDER, GSTN may instruct the MSP to replace the ..... (INTERNET SERVICE PROVIDER) with another INTERNET SERVICE PROVIDER. In case of replacement of INTERNET SERVICE PROVIDER, the MSP shall terminate forthwith all agreements/contracts other arrangements with such INTERNET SERVICE PROVIDER and find suitable replacement for such INTERNET SERVICE PROVIDER to the satisfaction of the GSTN at no additional charge. The MSP has to execute the contract as per agreed schedule and SLA and as per contractual provision entered between GSTN and MSP.

iv. GSTN shall ensure that Requisite Services from .....(INTERNET SERVICE PROVIDER) for project area (town) are available on time when its own system/ works that are to be installed/ executed/ implemented under WO no. GSTN are ready for testing & commissioning.

v. The .....(INTERNET SERVICE PROVIDER) shall not use the establishments and services installed under this agreement for organizations other than GSTN /GSTAT.

### **3. SERVICE TERM**

The term of the Services is initially for ..... years (as per Agreement) from the date of commencement of service, and if required, thereafter, shall be extended from time to time by written consent of the parties. The Service Commencement Date shall be set forth in accordance with the Work Order placed vide...../ to be placed by GSTN on ..... (INTERNET SERVICE PROVIDER).

### **4. TERMINATION OF SERVICE**

The Termination of this Agreement and Services shall be as per provisions of Termination clause as appearing in main Agreement.

### **5. RESPONSIBILITIES OF THE PARTIES**

<b>Responsibility of GSTN</b>	<b>Responsibility of MSP</b>	<b>Responsibility of ISP</b>
<ul style="list-style-type: none"><li>To monitor the project progress against time frame &amp; quality and performance with, quality, security and reliability levels of required services as per agreement with MSP and ..... (INTERNET SERVICE</li></ul>	<ul style="list-style-type: none"><li>To coordinate with ISP on GSTN's behalf and manage all issues that affect service delivery in consultation with ISP.</li><li>The MSP overall liabilities and responsibilities shall in no case be less or more than the liabilities as mentioned</li></ul>	<ul style="list-style-type: none"><li>To provide Network services, Internet Bandwidth and connectivity, incidental thereto as specified in the Scope of Work as per Agreement placed by GSTN to MSP and (INTERNET SERVICE PROVIDER).</li><li>To provide the</li></ul>

<ul style="list-style-type: none"> <li>• To disburse the payment to the ..... (INTERNET SERVICE PROVIDER) upon achievement of the SLA on the basis of performance reports/ SLA reports.</li> <li>• To provide safe access and conditions to .....</li> <li>• (MSP) and (INTERNET SERVICE PROVIDER)'s employees or appointed personnel while in the premises</li> </ul>	<p>in the contract, with respect to</p> <ul style="list-style-type: none"> <li>• between the MSP and GSTN. Ensuring Timely execution of the part of the order related to required Bandwidth for the project. To provide ..... (INTERNET SERVICE PROVIDER) with a complete network diagram of the set-up along with the details of connectivity at the Locations and services provisioned to GSTN. Proper network monitoring and network management as per SLA like uptime, proper bandwidth etc. and submit SLA report to GSTN on monthly/as and when required basis.</li> <li>• To monitor and report any problems on behalf of ..... (INTERNET SERVICE PROVIDER).</li> <li>• To ensure that the ..... (INTERNET SERVICE PROVIDER) comply with all relevant and applicable provisions of the Contract. To obtain and arrange for the maintenance in full force and effect of all applicable government approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary and advisable for the performance of all of the terms and conditions of this Agreement.</li> <li>• To arrange through a licensed network service provider, Network services, Internet Bandwidth and connectivity, incidental</li> </ul>	<p>Services (as per SLA) required by GSTN,</p> <ul style="list-style-type: none"> <li>• by .....(MSP) on behalf of GSTN, within the timeframe, quality, security and reliability level agreed with between GSTN, ..... (INTERNET SERVICE PROVIDER) and ..... (MSP). Not to use the establishments and services installed under this agreement for organizations other than GSTN.</li> <li>• To raise direct invoices against the works/services performed, as per the terms of the Work Order with GSTN.</li> <li>• To ensure compliance of Indian Telecom regulation &amp; statutory requirements while performing the works/ services under this agreement.</li> <li>• To obtain and arrange for the maintenance in full force and effect of all government approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary and advisable for the performance of all of the terms and conditions of this Agreement.</li> </ul>
--	---	--

	thereto as specified in the Scope of Work in the agreement between ..... (MSP) and GSTN (if required by the GSTN)	
--	---	--

## 6. INVOICE AND PAYMENT

- i. ....(INTERNET SERVICE PROVIDER) shall raise direct invoices against the Requisite Services so rendered, as per the terms of the Agreement and GSTN shall directly make the payment to ..... (INTERNET SERVICE PROVIDER) based on the SLA report and confirmation made by MSP.
- ii. The other terms and conditions shall remain applicable as per GSTN's WO No..... with MSP.

## 7. DISPUTES WITH REGARDS TO INCORRECT INVOICING

Disputes with regard to incorrect Invoicing shall be governed by GSTN's WO No. ....with..... (MSP).

## 8. ACCESS TO PREMISES

GSTN shall allow or obtain the required permission to enable ..... (INTERNET SERVICE PROVIDER) employees or authorized personnel, appointed distributors, agents etc. to enter at all times during the normal working hours of GSTN/GSTAT into the premises where the Services are provided for periodical inspection with seven (7) days prior notice, installing, maintaining, replacing and removing equipment hardware and/ or software prior to, during and after the provision of the Services, as well as to inspect the network and/or to the CPE or any other equipment used in or in connection with the Services. GSTN shall render all assistance in this regard and shall provide safe access and conditions for ..... (INTERNET SERVICE PROVIDER)'s employees or appointed personnel whilst in the premises. .... (INTERNET SERVICE PROVIDER)'s employees or appointed personnel shall comply with security and confidentiality policies and procedures while on the GSTN's premises.

## 9. NOTICE

Any party may deliver notices to the other by personal delivery or by postal delivery at

-  
GSTN  
.....  
(MSP)  
.....  
(INTERNET SERVICE PROVIDER)  
.....

Notices shall be deemed delivered on the date of actual receipt.

## **10. ENTIRE UNDERSTANDING**

*This Agreement constitutes the entire understanding of the parties related to the subject matter hereof. The agreement may be amended only in writing when it is signed by ..... (INTERNET SERVICE PROVIDER), ..... (MSP) and GSTN.*  
GSTN COPY 11/06

## **11. MISCELLANEOUS**

a. The terms of this Agreement shall not be construed to constitute a partnership, joint venture or employer/employee relationship between the parties. This Agreement along with any other relevant document constitutes the whole of the agreement and understanding between the parties about the subject matter.

b. In the event of any provision of this Agreement being held or becoming invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from the said provision which will be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose of the deleted provision to the greatest extent possible.

c. Headings used in this Agreement are for the convenience and ease of reference only, and shall not be relevant to or affect the meaning or interpretation of this Agreement.

d. No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provision of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.

e. Each Party shall obtain and arrange for the maintenance in full force and effect of all government approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary and advisable for the performance of all of the terms and conditions of this Agreement.

f. The (INTERNET SERVICE PROVIDER) and ..... (MSP) shall ensure compliance of Indian Telecom regulation & all other statutory requirements while performing the works/ services under this agreement.

## **12. APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with Indian Law. Subject to arbitration provision stated hereinafter the Courts at Delhi shall have the exclusive jurisdiction.

## **13. ARBITRATION**

Any disputes which may arise out of this Agreement, and which cannot be settled in discussions or negotiations between the Parties, shall be referred to the appropriate management or higher authorities of the respective parties to resolve such dispute in good faith. In case no settlement is reached the parties shall refer it to a sole arbitrator appointed and mutually selected by the parties. Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other subsequent modifications, amendments or enactments thereof. The venue for Arbitration proceedings shall be New Delhi. The Arbitration shall be

conducted in English Language and the award shall be binding upon all Parties. All disputes arising out of the aforesaid Arbitration proceeding shall be subject to exclusive jurisdiction of courts at Delhi.

#### 14. LIMITATION OF LIABILITY

Limitation & liability with respect to Main Agreement and also this Agreement shall be governed by GSTN's Agreement with ..... (MSP). For the sake of clarity, the parties agree that this Limitation of Liability shall be a part of overall limitation of liability for the entire scope of work under the contract, with respect to 'The Project', executed between the MSP and GSTN.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written. SIGNED AND DELIVERED BY (on behalf of GSTN)	in the presence of .....
Signature .....	Signature .....
Name & Designation .....	Name & Designation.....
Address .....	Address .....
SIGNED AND DELIVERED BY (on behalf of MSP)	in the presence of .....
Signature .....	Signature .....
Name & Designation .....	Name & Designation .....
Address .....	Address .....
SIGNED AND DELIVERED BY (on behalf of ISP)	in the presence of .....
Signature .....	Signature .....
Name & Designation .....	Name & Designation .....
Address .....	Address .....

## **ANNEXURE-XVIII**

The delivery of scope of the project shall be bifurcated in two separate tracks: Track 1 consisting of a Minimum viable product (MVP) and Track 2 consisting of a Microservices based solution for GSTAT eTribunals.

NIC shall undertake the following activities to develop, execute, upgrade, and maintain as part of implementation of a digitalized GST appellate tribunal (e-Appellate Tribunal), as per the duration of this project as specified in document.

### **Track 1:**

- i. Requirement gathering and finalization of the needs and expectations of the project stakeholders
- ii. Cloud infrastructure procurement and environment setup
- iii. Development and implementation of a stakeholder centric platform for GST appellate tribunal with core and associated components developed as monolithic architecture
- iv. Comprehensive integration with GSTN portals and Payments gateways for flawless data exchange and seamless user experience
- v. Provision of electronic signature using system in-built DSC enabled multi signing on orders/judgment by the tribunal and e-Sign for Litigants/Advocates/Others
- vi. Hosting of platform on MeitY empaneled CSP.
- vii. User acceptance testing before final Go-Live
- viii. Timely renewal and compliances of CERT-IN empaneled Security Audit for platform to ascertain it's free from all kinds of vulnerabilities
- ix. Pilot launch of MVP
- x. Roll Out
- xi. Regular maintenance and support including generic change request for integrated e-Appellate tribunal as per defined scope agreed b/w NIC and DoR

### **Track 2:**

- i. Development and implementation of a stakeholder centric platform for GST appellate tribunal with core and associated components developed as microservices based services emphasizing concept of scalability and re-usability.
- ii. Comprehensive integration with GSTN portals and Payments gateways for flawless data exchange and seamless user experience
- iii. User acceptance testing before final Go-Live
- iv. Timely renewal and compliances of CERT-IN empaneled Security Audit for platform to ascertain it's free from all kinds of vulnerabilities
- v. Pilot launch

- vi. Roll-out for solution covering all the benches of the Tribunal
- vii. Centralized and decentralized dynamic dashboard/MIS with data driven drill down insights for Department of Revenue, State Governments, GSTAT and Members of the Tribunal
- viii. Provision of electronic signature using system in-built DSC enabled multi signing on orders/judgment by the tribunal and e-Sign for Litigants/Advocates/Others
- ix. Hosting of platform on NIC MeitY empaneled CSP.
- x. Regular maintenance and support including generic change request for integrated e-Appellate tribunal as per defined scope agreed b/w NIC and DoR
- xi. Roll out of platform as project duration and milestones and release of SOP/Manuals (PDF) and imparting training to officials and other stakeholders from time to time on need basis

\*Note: The above listed requirements under upgradation may change or defer on mutual understanding and subject to availability of funds/resources.

### **Deliverables of the Solution**

- i. Implementation of e- Tribunal as per mentioned scope of work. NIC, GSTN and DoR shall have joint IPR for the developed platform.
- ii. Upgradation and maintenance support for the platform after deployment by NIC.
- iii. Application hosting on cloud of MeitY empaneled CSP
- iv. Training to officials, users and user manuals/videos.

Note: Any further addition in the project scope and any activities other than mentioned in this document will lead to further extension of timeline and/or increase in cost estimates accordingly.

**Check list of the documents to be submitted with bid**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Confirm (Yes/No)</b>
1.	Earnest Money Deposit (EMD)	
2.	Letter of Authorization/Power of Attorney/Board Resolution	
3.	Bid in two parts, Technical bid and Financial bid. Soft copy (pen drive) of Technical Bid.	
4.	All pages serially numbered, signed & stamped on each page and <i>Hard/Spiral bound</i> .	
5.	Audited Balance sheet of last three years with details of annual turnover, profit & loss account etc. and/or CA Certificate	
6.	Copy of Certificate of Incorporation, GST Certificate.	
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.	Supporting Documents in response to Technical Criterion	
10.	RFP response covering letter as per <b>Annexure-VII</b>	
11.	Vendor information form as per <b>Annexure-IX</b>	
12.	Non-blacklisting Declaration as per <b>Annexure-XI</b>	
13.	No Deviation Certificate as per <b>Annexure-XII</b>	
14.	Declaration as per <b>Annexure-XIII</b>	