

National Internet Exchange of India

9th Floor, B-Wing, Statesman House, 148, Barakhamba Road, New Delhi 110001

**Request for Proposal (RFP)  
For**

Supply, Installation and Commissioning of the Hardware & Software for Settling of SSL Roots setup along with SSL of CA facility at NIXI DC and DR Sites along with consultancy for WebTrust certifications for the setup including incorporating CCA Roots in Major Web Browsers.

**RFP No: CCA/01(1)-2022-NIXI**

**Ref: F.No.NIXI/CCA/01-2022 Dated 11/10/2022**

## Schedule for Invitation of RFP

<b>Tender No.</b>	<b>CCA/01(1)-2022-NIXI</b>
<b>Published Date</b>	11-10-2022
<b>Clarification Start Date/Time</b>	15-10-2022
<b>Clarification End Date/Time</b>	18-10-2022
<b>Proposal Submission Start Date/Time</b>	19-10-2022
<b>Proposal Submission End Date/Time</b>	26-10-2022 @ 15:00 hrs.
<b>Proposal Opening Date/Time</b>	26-10-2022 @ 15:00 hrs.
<b>Proposal Validity</b>	75 days from due date of submission
<b>EMD</b>	Rs 20 lakhs/- (Rupees Twenty lakhs Only) in the form of DD drawn on Nationalized/Scheduled bank in favor of National Internet Exchange of India
<b>Duration of PBG required (Months)</b>	72 months <b>PBG 2% of Bids Values</b>
<b>Minimum Average Annual Turnover (Last 3 yrs.)</b>	50 Crore
<b>Ministry</b>	Ministry of Electronics & Information Technology
<b>Organization Name</b>	NIXI
<b>Item Category</b>	Supply, Installation and Commissioning of the Hardware & Software for Settling of SSL Roots setup along with SSL of CA facility at NIXI DC and DR Sites along with consultancy for WebTrust certifications for the setup including incorporating CCA's Roots in Major Web Browsers.
<b>Address of RCAI Facility- Primary site</b>	To be provided to the Bidders on request <ul style="list-style-type: none"> <li>The correspondence should clearly mention the Subject Line as indicated in the Title of the Tender Document</li> </ul>
<b>Address of RCAI Facility- Secondary site</b>	To be provided to the Bidders on request <ul style="list-style-type: none"> <li>The correspondence should clearly mention the Subject Line as indicated in the Title of the Tender Document</li> </ul>
<b>Name and Address where queries/correspondence concerning this Tender is to be sent</b>	Office of CEO, National Internet Exchange of India  9th Floor, B-Wing, Statesman House, 148, Barakhamba Road, New Delhi 110001

	<ul style="list-style-type: none"> <li>The correspondence should clearly mention the Subject Line as indicated in the Title of the Tender Document</li> </ul>
<b>Address where Bidders must submit Bid at the</b>	<p style="text-align: center;">Office of CEO, National Internet Exchange of India</p> <p style="text-align: center;">9th Floor, B-Wing, Statesman House, 148, Barakhamba Road, New Delhi 110001</p> <ul style="list-style-type: none"> <li>The correspondence should clearly mention the Subject Line as indicated in the Title of the Tender Document</li> </ul>
<b>Evaluation method</b>	QCBS (Quality and Cost Based Selection) method

## Disclaimer

All the terms and conditions have been incorporated by NIXI after approval of the Competent Authority in NIXI. Any clause incorporated by the NIXI such as demanding Proof of Concept etc, incorporating any clause against the NIXI's policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid.

Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window being provided in the Prebid meeting and their pre-bid queries would be addressed/responded accordingly.

[This Bid is also governed by the General Terms and Conditions.](#)

While participating in bid, Bidder has to undertake compliance of the bid terms and conditions as laid in the RFP and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

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## **Section I: Notice Inviting Tender (NIT)**

### **1. Notice Inviting Tender (hereinafter referred to as “NIT”)**

The Government of India enacted the Information Technology Act, 2000 for providing legal recognition to transactions carried out through electronic communications for e-Governance & eCommerce. NIXI has been set up in the Ministry of Electronics and Information Technology (MeitY) with the objective of promoting trust in the electronic environment.

**NIXI has come up with a detailed RFP towards Supply, Installation and Commissioning of the Hardware & Software for Settling of SSL Roots setup along with SSL CA facility at NIXI DC and DR Sites along with consultancy for WebTrust certifications for the setup including incorporating CCA’s Roots in Major Web Browsers. NIXI intends to call for proposals from the eligible bidders who meet eligibility criteria set as indicated in the tender document, for setting up CCA Root Setup for SSL and setting up of CA set up for SSL including WebTrust Certification.**

### **2. The Tender**

- 2.1. Bidders must go through the complete Tender Document for details before submission of their Bids.
- 2.2. Availability of the Tender Document: -The Tender Document shall be published on the NIXI Website. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned on NIXI Portal.
- 2.3. **Clarifications:** - A Prospective Bidder requiring any clarification regarding the Tender Document may do so using NIXI Portal and may contact CEO, NIXI. Also, please feel free to contact Shri Shubham GM, BD, (011-48202022) NIXI for any query related to tender.

### **3. Eligibility Criteria for Participation in this Tender:**

Subject to provisions in the Tender Document, participation in this Tender Process is limited to all bidders who fulfill the ‘Eligibility’ and ‘Qualification criteria as per the Tender Document.

1. The Bidder must: be a Company registered in India under the Indian Companies Act 1956/2013 as amended with their registered office in India for the last three years as on 31.03.2022.
2. The Bidder shall have revenue of INR 100 crs and shall be profitable

for the last 3 financial years (FY 2021-22, 20-21, 19-20). The evidences shall be provided.

3. The bidder must:
  - (i) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of aforesaid reasons.
    - a. Not stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by Government from participation in its Tender Processes; and/ or
    - b. Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government from participation in Tender Processes of all of its entities, for:
      - i. offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
      - ii. offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
      - iii. suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
    - c. Not have changed its name or created a new "Allied Firm", consequent to having declared ineligible/ suspended/ blacklisted/ banned/ debarred as above.
  - (ii) Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition. To determine whether there has been an occurrence of act of conflict of interest, the decision by the Competent Authority of NIXI shall be final and binding.
4. The Bidder shall select the OEM with appropriate knowledge, experience and expertise in setting up, managing the CA infrastructure and have expertise in handling WebTrust accreditation program.
5. The Bidder shall engage the WebTrust Auditor and complete the periodical audits of the infrastructure and perform the WebTrust certification program
6. The Bidder must also fulfill other additional eligibility condition(s), if

any, as prescribed in Tender Document (including addendums; if issued).

**Eligibility criteria for OEM (PKI Software):**

Only PKI OEM who receive 75% or 75 marks out of 100 in the eligibility criteria for OEM will be shortlisted technically and deemed qualified for commercial evaluation.

Serial No	Eligibility Criteria	Category	Score	Supporting documentation
1	Certificate Authority software quoted must be common criteria EAL 4+ or above certified along with support for Key profiles with both PKCS#11 and PKCS#12 support.	Mandatory	40	Copy of the certificate to be submitted
2	OCSP Responder being quoted should be from the same OEM as that of CA Software provider to make it 100% compatible with the CA Software.	Mandatory	30	Copy of the OEM Authorization letter to be furnished.
3	A single OEM should be a manufacturer of all the below components quoted: <ul style="list-style-type: none"> <li>• Certificate Authority,</li> <li>• Time Stamping Authority &amp;</li> <li>• Registration Authority should be from a single OEM</li> </ul>	Mandatory	20	Declaration from the OEM in the prescribed format signed by Authorized Signatory
4	The OEM should have local support & development center in India.	Mandatory	20	Declaration letter from the OEM mentioning address in the prescribed format signed by Authorized Signatory along with Certificate of Incorporation
5	The OEM shall have experience in establishing atleast one WebTrust Accredited CA.	Mandatory	30	Certificate to the effect should be attached with the Technical Bid.
6	Certificate Authority and OCSP solution being quoted should have been implemented successfully and running for 3 years in atleast two (02) Certifying Authority.	Mandatory	20	Customer references letter in the prescribed format

7	OEM should have supplied & successfully implemented Certificate Authority and OCSP solution during the last 03 (Three) years till 31st March 2022 in at least 3 Root CA's in Asia	Mandatory	10	Customer references letter in the prescribed format
8	OEM should be actively participating in international policy making bodies/ committees like CAB Forum, WebTrust, IETF etc.	Mandatory	10	Declaration from the OEM mentioning the participation signed Authorized Signatory

#### 4. Purchase Preference Policies of the Government

- 1) As detailed in the Tender Document, NIXI reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India (MII); MSME; Start-ups etc.).

#### 5. Pre-bid Meeting:

Prospective Bidders may attend the Pre-bid Meeting (Offline/Online) for seeking clarification on Tender Document at the time, date, and place as mentioned in the Document and as per Notice in NIXI Portal ([HTTPS://NIXI.IN](https://nixi.in))

Participation in such a Pre-bid Conference is not mandatory. If the prospective bidder does not participate or submit any query, then no subsequent representations from them with regard to Tender Document shall be entertained.

#### 6. Submission of Bids:

- 1) **Bids must be submitted by the Bidder in the Office of CEO, National Internet Exchange of India (NIXI), 9th Floor, B-Wing, Statesman House, 148, Barakhamba Road, New Delhi 110001 till the deadline for submission mentioned in the Tender Document. The Bidder will submit a Declaration to the Effect that no change of the Original Document has been made and they Comply with all the Terms and Conditions as per the Tender.**

- 2) Bidder must submit the bid complete in all respect; in the absence of which bid may be rejected.

#### 7. Bid Opening

Bids received shall be opened at the specified date and time mentioned in the Tender Document.

#### 8. Disclaimers and Rights of NIXI

The issue of the Tender Document does not imply that the NIXI is bound to select bid(s), and it reserves the right, without assigning any reason, to:

- a) reject any or all of the Bids, or
- b) cancel the tender process at any stage; or

- c) abandon the procurement of Equipment(s) and Services; or
- d) issue another tender for identical or similar Equipment(s) and Services

SD/-

CEO, NIXI  
National Internet Exchange of India (NIXI) 9th Floor, B-Wing,  
Statesman House, 148, Barakhamba Road, New Delhi 110001

## **Section II: Instructions to Bidders (ITB)**

### **1. The Tender Document**

#### **1.1 Basic Tender Details**

The 'Tender Document' (hereinafter referred to as the 'the Tender Document') details the terms and conditions for entering into a contract for the execution of turnkey project (including supply, installation, testing, commissioning, training and acceptance of Equipment(s) and provisioning of Services as detailed in Section IV: "Bill of Material" (hereinafter referred to as 'BoM'). Bidders must go through the entire Tender Document for further details. In this Tender Document, any generic reference to 'Equipment' shall be deemed to include such Equipment(s) or Services or both.

#### **1.2 Interpretations, Definitions, Abbreviations**

Section III: General Conditions of Contract (GCC), detailed Tenets of interpretation (GCC-clause 1.1), Definitions (GCC-clause 1.2), and Abbreviations (GCC-clause 1.4), which shall also apply to the rest of the Tender Document.

#### **1.3 Overview of Contents**

- 1) The Sections, Forms and Formats comprising this Tender Document are described in Instructions To Bidders (ITB)-clauses 1.4, 1.5 and 1.6 below. Any generic reference to Tender Document shall also imply a reference to any/ all the sections, Forms, Formats and the BOM file or other files that comprise this Tender Document.
- 2) Bidder must submit the bid in the Forms/ Formats mentioned in ITB-clauses 1.5 and 1.6 below along with signed tender document along with its all corrigendum and addendums. Bidder must declare in his bid Form (Form 1) that it has read, understood, complied, and stands bound by all requirements.

#### **1.4 Sections of the Tender Document**

##### **1.4.1 Sections of the Tender Document**

The Tender Document contains the following sections, which are described in subsequent sub- clauses:

- 1) Section I: Notice Inviting Tender (NIT)
- 2) Section II: Instructions to Bidders (ITB)
- 3) Section III: General Conditions of Contract (GCC)
- 4) Section IV: Bill of Material (BoM)
- 5) Section V: Technical Specifications
- 6) Section VI: Qualification Criteria

##### **1.4.2 Section I: Notice Inviting Tender (NIT)**

Section I – Notice Inviting Tender (NIT) provides a synopsis of information relevant for a Bidder.

### **1.4.3 Section II: Instructions to Bidders (ITB)**

Section II: "Instructions to Bidders" - ITB provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure adopted for receipt/ opening, scrutiny/ evaluation of Bids, and contract award.

### **1.4.4 Section III: General Conditions of Contract (GCC)**

Section III – General Conditions of Contract (GCC) describe the conditions that shall govern the resulting contract. In case of any conflict, provisions of GCC shall prevail over those in ITB and in case of any conflict of this tender document from NIXI GTC, provisions of this tender document shall prevail over those in NIXI GTC

### **1.4.5 Section IV: Bill of Material**

Section IV – Bill of Material (BoM) describes the Equipment and Services required; Quantities and Units; City of Delivery; Bidder must fill-up 'Form 2: 'Bill of Material-Compliance'.

### **1.4.6 Section V – Technical Specifications**

Section V – This Section lays down the technical specification of the Equipment and services required. Bidders must give Compliance for all the specifications in Form 3: Technical Specifications compliance.

### **1.4.7 Section VI: Qualification Criteria:**

Section VI: Qualification Criteria lay down the Qualifying Criteria for a bid/ Bidder to be considered a responsive bid/ bidder for further evaluation. Bids/ bidders not meeting these Qualification criteria shall be rejected as nonresponsive. Bidders must fill up 'Form 4: Confirmation from Qualification Criteria' and 'Form 4.1: Experience Statement'. Bidders shall attach statements and documents to confirm conformity to Qualification Criteria.

## **1.5 Forms (To be filled, digitally signed, and submitted by Bidders)**

Please refer to clause 1.4 above to relate the following forms to the corresponding Sections.

- 1) Form 1: bid Form (To serve as a covering letter to both the Technical and Financial Bids)
  - a) Form1.1: Bidder Information
  - b) Form 1.2: Eligibility Declarations
  - c) Form1.3:OEM's
- 2) Authorization Form 2: Bill of Material Compliance
- 3) Form 3: Technical Specifications- Compliance
- 4) Form 4: Qualification Criteria - Compliance
  - (a) Form 4.1: Experience
- 5) Statement Form 5: Terms & Condition compliance

- 6) Form 6: Checklist for the Bidders
- 7) Form 7: Documents Relating to Bid
- 8) Security Form 8: Integrity Pact
- 9) Form 9: Make in India Certificate

Technical bid – BOQ Sheet (**Only Unpriced Financial Sheet i.e BoQ** shall be enclosed as part of the Technical bid).

Signed tender document along with its all corrigendum and addendums

### **1.6 Other Formats**

- 1) Format 1.1: Bank Guarantee Format for Performance Security
- 2) Format 1.2: No Claim Certificate
- 3) Format 2: Authorization for Attending Pre-bid Conference.
- 4) Form 10: Non-Disclosure Agreement (To be submitted by successful bidder/Contractor only)

## **2 NIXI - Rights and Disclaimers**

### **2.1 NIXI**

The IT Act provides for the Controller of Certifying Authorities (NIXI) to license and regulate the working of Certifying Authorities. The Certifying Authorities (CAs) issue digital signature certificates for electronic authentication of users. Root Certificate Authority Set up for SSL would also be established as part of the Tender.

The Controller of Certifying Authorities (CCA) has been appointed by the Central Government under section 17 of the Act for purposes of the IT Act. The Office of the NIXI came into existence on November 1, 2000. It aims at promoting the growth of E-Commerce and E-Governance through the wide use of digital signatures.

The Controller of Certifying Authorities (CCA) has established the Root Certifying Authority (RCAI) of India under section 18(b) of the IT Act to digitally sign the public keys of Certifying Authorities (CA) in the country. The RCAI is operated as per the standards laid down under the Act.

The CCA certifies the public keys of CAs using its own private key, which enables users in the cyberspace to verify that a given certificate is issued by a licensed CA. For this purpose, it operates, the Root Certifying Authority of India (RCAI). The CCA also maintains the Repository of Digital Certificates, which contains all the certificates issued to the CAs in the



country. CCA in partnership with NIXI wants to take India forward in the direction of SSL certifications for the websites in addition to the present activities being handled by NIXI. NIXI's present activities are as under:

NIXI is a not for profit Organization under section 8 of the Companies Act 2013, and was registered on 19th June, 2003. NIXI was set up for peering of ISPs among themselves for the purpose of routing the domestic traffic within the country, instead of taking it all the way to US/Abroad, thereby resulting in better quality of service (reduced latency) and reduced bandwidth charges for ISPs by saving on International Bandwidth. NIXI is managed and operated on a Neutral basis, in line with the best practices for such initiatives globally.

.IN is India's Country Code Top Level domain (ccTLD). The Govt. of India delegated the operations of INRegistry to NIXI in 2004. The INRegistry operates and manages India's .IN ccTLD.

Indian Registry for Internet Names and Numbers (IRINN) in India that provides allocation and registration services of IP addresses and AS numbers, and contributes to the society by providing Internet-related information as a non-profit, affiliation-based organisation, and performing research, education and enlightenment activities. Through this Tender, NIXI wishes to establish SSL CA Setup and getting WEbTrust Certification Done along with putting CCA's Root in major Web Browsers along with set up RCAI setup for CCA in DC and RR Sites.

Bids are to be addressed to

**CEO, National Internet Exchange of India (NIXI)**

**9th Floor, B-Wing, Statesman House, 148,**

**Barakhamba Road, New Delhi 110001**

The Tender Inviting Authority or its representative is the designated officer for submitting and clarifying about this Tender Document. NIXI may designate, as required, Officer and Consignee(s) and paying authority who shall discharge designated function during contract execution.

## **2.2 Right to Intellectual Property:**

The Tender Document and associated correspondence shall always remain the property of the NIXI.

## **2.3 Right to Reject any or all Bids**

The NIXI reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender

process at any stage, and issue another tender for the same or similar Equipment at any time before the award of the contract. It would incur no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

## **2.4 Disclaimers**

### **2.4.1 Regarding Purpose of the Tender Document**

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

### **2.4.2 Regarding Documents/ guidelines**

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the NIXI.

### **2.4.3 Regarding Information Provided**

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided in documentary or any other form, directly or indirectly, by the NIXI or any of its authorized employees or its associated agencies.

### **2.4.4 Regarding Tender Document:**

- a) The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, and analysis, check the information's accuracy, reliability, and completeness, and may obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NIXI, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- b) The NIXI, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

### **3 Bidders - Eligibility and Preferential Policies**

#### **3.1 Bidders**

Subject to provisions in the following clauses in this section and provisions in Tender Document, this invitation for Bids is open to all bidders who fulfill the 'Eligibility Criteria' and 'Qualification Criteria' stipulated in the Tender Document.

#### **4 Purchase Preference Policies of the Government**

NIXI reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

- a) Class I Local Suppliers under Public Procurement [Preference to Make in India (MII)] Order 2017" of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
- b) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
- c) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20/212014-PPD dated 25.07.2016 and subsequent clarifications.

#### **4.1 Purchase preference to Make in India**

Purchase preference to make in India would be provided in line with the Letter no. P- 45021/2/2017-PP (BE-II). Dated 16<sup>th</sup> September, 2020 issued by Public Procurement Division, Department of Investment and Internal Trade, Ministry of Commerce, Gol as amended from time to time.

##### **4.1.1 Definition of Local Content and Categories of Local Suppliers**

Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the equipment(s) procured (excluding net domestic indirect taxes) minus the value of imported content in the equipment(s) (including all customs duties) as a proportion of the total value, in percent.

- a) 'Class-I local Supplier' is a supplier with local content equal to or more than 50%.
- b) 'Class-II local Supplier' is a supplier with local content equal to or more than 20%, but less than that applicable for Class-I local Supplier.
- c) 'Non - Local Supplier' is a supplier with local content less than that applicable for Class-II local Supplier, in sub-clause above.
- d) The margin of purchase preference shall be 20%.

##### **4.1.2 Eligibility to participate**

- a) Classes of Local Suppliers eligible to Participate: Based on the Make in India Policy, only Class-I and Class-II local Suppliers shall be eligible to participate in this bid.

- b) Minimum local content for eligibility to participate shall be 20%.
- c) Non- local suppliers are not eligible to participate in this bid.

#### **4.1.3 Classification of Procurement and purchase preference methodology (Two Bid Process):**

The Bidders will submit their Technical bid in sealed envelope and the Commercial Bid in separate Envelope and both the Technical and Commercial Bids will be put together in a bigger envelope and then the bigger envelope will be sealed. The bigger envelope should have address of CEO, National Internet Exchange of India (NIXI), 9th Floor, B-Wing, Statesman House, 148, Barakhamba Road, New Delhi 110001. It should clearly mention that it a bid for “Supply, Installation and Commissioning of the Hardware & Software for Settling of SSL Roots setup along with SSL of CA facility at NIXI DC and DR Sites along with consultancy for WebTrust certifications for the setup including incorporating CCA’s Roots in Major Web Browsers.”

In the first phase, the Technical bids will be opened and evaluated based on the experience and expertise in setting up the infrastructure and conducting WebTrust Audit and the Commercial Bids of the successful technical Bidders will be opened and Commercial Bids will be evaluated and the L1 bidder will be evaluated as per the criteria as mentioned (as per Bill of Materials, and as per Format for Commercial Bids)in the tender documents.

#### **4.1.4 Verification of local content and violations:**

- 1) The 'Class-I local Supplier'/ 'Class-II local Supplier' at the time of tender, bidding, or solicitation shall be required to indicate the percentage of local content and provide self-certification that the equipment(s) offered meets the local content requirement for 'Class-I local Supplier'/ 'Class-II local Supplier', as the case may be.
- 2) The 'Class-I local Supplier'/ 'Class-II local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) giving the percentage of local content as specified in Form-9.
- 3) Bids with false declarations regarding Local contents shall be rejected as non-responsive, in addition to punitive actions under the MII orders.

#### **4.1.5 Support to Start-ups**

**Relaxation in Prior Turnover:** Relaxation in the prior turnover for start-up enterprises (subject to meeting of quality & technical specifications) has been provided. However, Start-ups must fulfill the prior experience Criteria as defined under Section-IV – Qualification Criteria.

## **5 Bid Prices, Taxes and Duties**

### **5.1 Prices**

### 5.1.1 Competitive and Independent Prices

- a) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
  - i) those prices; or
  - ii) the intention to submit an offer; or
  - iii) the methods or factors used to calculate the prices offered.
- b) The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

### 5.1.2 Price Schedule

- 1) Bidders are to quote value of each line item in Financial Bid (BoQ) as per the Tender Document. In case of any discrepancy between rates mentioned in figures and words, the later shall prevail. In case of any arithmetic mistake committed by bidder in Financial bid (BoQ) then NIXI reserve the right to correct the same by taking unit price quoted by the bidder and quantities specified by the NIXI.
- 2) Bidders shall fill in their rates other than zero value. Bid will be liable to be rejected if bidder **has filled Rs. 0 (zero) for any line item.**
- 3) The quoted unit price shall be considered to include all relevant financial implications.

### 5.1.3 Currencies of Bid and Payment

The currency of bid and payment shall only be Indian Rupees. All payments shall also be made in Indian Rupees only.

### 5.1.4 Non-compliance

Tenders, where prices are quoted in any other way, may be rejected as non-responsive.

## 5.2 Firm/ Variable Price

### 5.2.1 Firm Price

Prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not variation on higher side any account.

## 5.3 Goods and Services Tax (GST)

- 1) Bidders should ensure that they are GST compliant Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate in their bids.
- 2) Bidder/Contractor undertakes that in case of non-compliance by the Bidder(s) of the GST provisions which results in blockage/reversal of any input tax credit to NIXI, Bidder/Contractor shall be liable to indemnify the NIXI any such loss of input credit including interest, penalty and all incidental expenses incurred by NIXI. Such indemnification may also be by way of invocation of any security

deposit, deduction from any payment that NIXI has to make to the Bidder/Contractor, as per the discretion of the NIXI.

- 3) Bidder/Contractor undertakes to raise invoice within 10 days from date when the right to raise invoice and demand for payment accrues as per the contract terms. In case invoice is raised and submitted before the due date; then NIXI reserves the right to return such invoice(s) to the Bidder/Contractor. In such a situation Bidder/Contractor would be required to raise fresh invoice as per the contract terms.
- 4) If the Bidder/Contractor fails to adhere the terms & conditions of the contract and NIXI will deduct Liquidated Damages and/or SLA penalties for the same, then in such a case; NIXI will charge GST over and above the Liquidated Damages and/or SLA penalties; as the case may be; and same shall be recovered from the Bidder/Contractor. This may vary; depending on the position of law on the date when such deduction is made.
- 5) Along with the invoice; Bidder/Contractor would be required to submit relevant documentary evidence to the effect that invoice submitted was issued either through e- Invoice system of GST or has been updated on GSTN portal using Invoice Furnishing Facility (IFF).
- 6) In case, in future any GST liability is required to be borne by NIXI; which was the responsibility of the Bidder/Contractor, then the same shall be claimed from the Bidder/Contractor by way of raising debit notes.
- 7) NIXI reserves the right to ask the Bidder/Contractor to submit relevant documents to ensure that they are GST compliant and in such a case Bidder/Contractor shall forthwith provide all such documents as may be required by NIXI.

## **5.4 Payments**

### **5.4.1 General**

Payment terms laid down in clause GCC 10 shall be applicable.

### **5.4.2 No Advance Payments**

No advance payment of any type (Mobilization, secured advances etc.), shall be made by the NIXI to the contractor.

## **6 Downloading the Tender Document; Corrigenda and Clarifications**

### **6.1 Downloading the Tender Document**

The Tender Document shall be published and be available for download as mentioned on NIXI Website/ CPP Portal. The Bidders can obtain the Tender Document after the date and time of the start of availability till the deadline for availability. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended.

### **6.2 Corrigenda/ Addenda to Tender Document**

Before the deadline for submitting bids, the NIXI may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document(i.e. NIXI Website). Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the NIXI Website for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, the NIXI may suitably extend the deadline for the bid submission, as necessary. After the NIXI makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

### **6.3 Clarification on the Tender Document**

A Bidder may seek clarification of the Tender Document through written Communications in the name of CEO, NIXI in the given address, **provided the clarifications are raised one day before the Pre-Bid conference**. The response to the clarifications (If any) shall be shared on the NIXI Portal. Any modification of the Tender Document that may become necessary in view of response given to the clarification; shall be made by the NIXI by issuing an Addendum/ Corrigendum as per the sub-clause 6.2 above.

## **7 Pre-bid Conference**

- 1) Prospective bidders interested in participating in this tender may attend a Pre-bid Meeting (Offline/Online/Hybrid Mode) (at the venue, date and time specified hereinabove) to seek clarification to the Tender Document.
- 2) Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference and/or does not submit a written query to NIXI before the Pre-Bid Meeting, it shall be assumed that they have participated in this tender process only after understanding the tender document in its entirety.
- 3) Delegates participating in the Pre-bid Meeting must provide a photo identity and an authorization letter as per the format in Format 2: "Authorization for attending a Pre-bidConference" from their organization; else, they may not be allowed to participate. The pre-bid Meeting may also be held online or offline mode at the discretion of the NIXI. Maximum of two People from an organization will be allowed to attend the Pre-bid Meeting.
- 4) After the Pre-bid Meeting/conference, clarifications (if required) shall be published on the NIXI's website(<https://NIXI.gov.in>). If required, a corrigendum to the Tender Document shall be issued, containing amendments to the provision(s) of the Tender Document, which shall form integral part of the Tender Document. To give reasonable time to the prospective bidders to take such clarifications into account in preparing their bids, the NIXI may suitably

extend, as necessary, the deadline for the bid submission.

## **8 Preparation of Bids**

### **8.1 The bid**

#### **8.1.1 Language of the bid**

The bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the NIXI shall be written in English. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

#### **8.1.2 Local Conditions and Factors**

Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the NIXI shall have no responsibility and shall not entertain any request from the bidders in these regards.

#### **8.1.3 Cost of Bidding**

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, submitting, downloading, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the NIXI may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the NIXI shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender Process.

#### **8.1.4 Interpretation of Provisions of the Tender Document**

The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions for remote from such context or other contrived or in between-the-lines interpretation is unacceptable.

#### **8.1.5 Alternative Bids not allowed**

Conditional offers, alternative offers, multiple bids by a bidder shall not be considered.

#### **8.1.6 Technical bid**

"Technical Bid" shall include inter-alia the original or scanned copies of duly inked signed or digitally signed copies of the following documents in .pdf format. .Pdf documents should not be password protected. ***No price details should be given or hinted in the Technical bid, in case the bidder provides any price details in technical bid, their bid shall be liable to rejected.***



- 1) Form 7: Documents relating to Bid Security: A Bid Securing Declaration (BSD) in lieu of bid security in the format provided therein shall be submitted in the Technical Bid.
- 2) Form 1: bid Form (to serve as covering letter and declarations applicable for both the Technical bid and Financial bid);
  - a) Form 1.1: Bidder Information;
  - b) Form 1.2: Eligibility Declarations;
  - c) Form 1.3: OEM's Authorization: Bidder must have been duly authorized by the eligible OEMs to quote for and supply the Equipment to the NIXI in this particular tender specifically. **Bidder shall submit OEM's authorization letter to this effect as per this. Also, the OEM should declare that the equipment is not end of Sal and End of Support. If the equipment is end of support in the next 5 years, OEM will declare that they will support the equipment for at least next 5+2=7 Years from original date of Installation and Commissioning. OEM Shall declare these in the Letter Head.**
  - d) **NIXI reserved the right to en-cash the PBG (Performance Bank Guarantee) and Bid Guarantee submitted by the Bidder in case the Bidder fails to carry out the Installation Commissioning and to get WebTrust certification in the stipulated time (1 year from the date of Commissioning).**
- 3) Form 4: 'Qualification Criteria- Compliance': Documentary evidence needed to establish the Bidder's qualifications as stipulated in Section VI: Qualification Criteria as follows.
 

Besides the stipulated documents, other supporting documents, literature, pamphlets may also be attached.

  - Bidder shall also submit Form 4.1: Experience Statement to prove its technical, production and financial capabilities and eligibility, commensurate with requirements of this Tender.
- 4) Form 2: Bill of Material (BoM) - Compliance: Bidders should fill this form as a compliance of Equipment & Services offered by them, maintaining the same numbering and structure. Bidder shall also provide compliance statement of Schedule-IV as per attached Form 2.
- 5) Form 3 - Technical Specifications- Compliance: Bidder shall submit the required and relevant documents like technical data, literature, drawings, datasheets, test Reports/ Certificates and or/ or Type Test Certificates (if applicable/ necessary) with supporting documents, to establish that the Equipment and Services offered in the bid fully conform to the Equipment and Services specified by the NIXI in the Tender Document. Bidder shall also provide compliance statement of Schedule-V along with Form 3.
- 6) Form 5 – Terms and Condition - Compliance: Bidder must submit compliance

of Terms & conditions as per Form-5 Form

- 7) Form 6- Checklist for the Bidders. Bidder must also submit the Checklist given in the Tender Document as Form 6 to confirm that it has complied with all the instructions in the Tender Document, and nothing is inadvertently left out. This checklist is only for general guidance and is not comprehensive, and does not absolve Bidder from complying with all the requirements stipulated elsewhere in the Tender Document.
- 8) Duly signed Form 8: Integrity Pact.
- 9) Form 9 : Make in India Certificate [To be certified by statutory auditor or cost auditor of the company (in the case of companies) for a tender value above Rs. 10 crores giving the percentage of local content].

#### **8.1.7 Financial bid**

"Financial bid" shall comprise the Price Schedule considering all financially relevant details, including Taxes and Duties as per Financial Bid (BoQ) Proforma.

#### **8.2 Bid Validity**

- 1) Bid Life Cycle (From Publish Date): 90 Days
- 2) Bid Offer Validity (From End Date): 75 Days
- 3) A bid valid for a shorter period shall be rejected as nonresponsive.
- 4) If required, before the expiry of the original time limit, the NIXI may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to the NIXI's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

#### **8.3 Bid Security - Related Documents**

- 1) All Bidders shall furnish/ submit a Bid Securing Declaration (BSD) as Form 7: Documents Relating to Bid Security, along with its Technical bid. The BSD is required to protect the NIXI against the risk of the Bidder's unwarranted conduct as amplified under the sub-clause below.
- 2) The BSD provides for automatic suspension of the Bidder from being eligible for bidding in any tender in NIXI for 2 years from the date of such enforcement. This declaration shall stand enforced if Bidder breaches the following obligation(s) under the tender conditions:
  - (a) withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of its bid; or
  - (b) after having been notified within the period of bid validity of the acceptance of his bid by the NIXI:

refuses to or fails to submit the original documents for scrutiny and/or the required Performance Security within the stipulated time as per the conditions of the Tender Document.

- 3) Unsuccessful Bidders' bid-Securing Declaration shall expire, if the contract is not awarded to them, upon:
  - a) receipt by Bidder of the NIXI's notification of cancellation of the entire tender process or rejection of all bids or
  - b) of the name of the successful bidder or
  - c) forty-five days after the expiration of the bid validity (including any extension thereof)
- 4) The bid-Securing Declaration of the successful bidder shall stand expired only when Bidder has furnished the required Performance Security.

#### **8.4 Non-compliance with these provisions**

Bids are liable to be rejected as nonresponsive if a Bidder:

- 1) fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
- 2) furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, NIXI will enforce Bid Security Declaration in such cases.

### **9 Signing and Submitting of Bids**

#### **9.1 Relationship between Bidder and e Procurement Portal (NIXI Portal)**

NIXI will be floating the tender for Supply, Installation and Commissioning of the Hardware & Software for Settling of SSL Roots setup along with SSL of CA facility at NIXI DC and DR Sites along with consultancy for WebTrust certifications for the setup including incorporating CCA Roots in Major Web Browsers. Hence, NIXI's portal for Tender will be used and any changes including corrigendum etc. would be published in NIXI Portal Only.

#### **9.2 Signing of bid**

The individual signing the bid or any other connected documents should submit Copy of Board Resolution and/ or Power of attorney on Stamp Paper for authorized signatory, which authorizes the signatory to commit and submit bids on behalf of the bidder in Form 1.1: Bidder Information. In case the bidder is awarded the contract then the person authorized by the bidder shall continue to act as the authorized representative of the bidder till the time of completion of contract. Any change in authorized signatory be informed forthwith to NIXI along with the relevant document of authorized signatory.

#### **9.3 Submission of Bids.**

### 9.3.1 Submission/ Submitting at Site (as mentioned in the tender Document)

- 1) In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while submitting, except for filling the required information – otherwise, the bid shall be rejected as nonresponsive. In case of any changes in the Tender documents, it will be presumed that the tender documents in original has not been changed and terms and conditions and other conditions are bidding on the Bidder.  
Bids shall be received only in the Office of CEO, NIXI, National Internet Exchange of India (NIXI) 9th Floor, B-Wing, Statesman House, 148, Barakhamba Road, New Delhi 110001.
- 2) on or before the deadline for the bid submission.
- 3) Only one copy of the bid can be submitted, and Bidder shall sign all statements, documents, certificates submitted by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.
- 4) Bidders need to sign and submit the Tender Document along with its corrigendum & amendments. It is assumed that Bidder commits itself to comply with all the Sections and documents submitted by the Tender Inviting Officer.
- 5) Bidder must submit scanned copies of originals (or self-attested copies of originals – as specified). Submitted pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents submitted by him.
- 6) The NIXI reserves its right to call for verification originals of all such self- certified documents submitted by any of the bidders; at any stage of evaluation, especially from the successful Bidder(s) before the issue of Purchase Order.
- 7) **Bidder shall submit the price as per Financial Bid (BoQ) in NIXI without any Zero values in the unit price column.**
- 8) The date and time of the deadline for the bid submission shall be the next working day if the specified date is declared a holiday for the Tender Inviting Office.
- 9) The NIXI shall not be responsible for any failure, malfunction or breakdown of the electronic system issues with Website at the last minutes during the Tender Process. Bidders are advised to Download the Tender Documents well in advance for submission of the bids
- 10) The NIXI may extend the deadline for bids submission in which case all rights and obligations of the NIXI and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.
- 11) Bid submitted through modalities other than those stipulated in tender document shall be liable to be rejected as nonresponsive.

### 9.3.2 Implied acceptance of procedures by Bidders

Submission of bid in response to the Tender Document is deemed to be acceptance of the NIXI and tender procedures and terms & conditions of the Tender Document.

### **9.3.3 Withdrawal of Bids**

- 1) The bidder may withdraw his bid before the bid submission deadline.
- 2) No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, the NIXI shall be within its right to enforce Bid Securing Declaration in addition to other punitive actions provided in the Tender Document for such misdemeanor.

## **10 Bid Opening**

The date & time of the opening bid is as stipulated in the Tender Document.

## **11 Evaluation of Bids and Award of Contract**

### **11.1 General norms**

#### **11.1.1 Evaluation based only on declared criteria.**

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its bid and other allied information deemed appropriate by NIXI. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document.

#### **11.1.2 Minor Infirmity**

- 1) In case of any minor infirmity in the bid document of bidder, the decision of the NIXI shall be final in this regard.
- 2) Wherever necessary; NIXI shall convey its observation to Bidder through NIXI asking Bidder to respond by a specified date. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as non-responsive.

#### **11.1.3 Clarification of Bids and shortfall documents**

- 1) During the evaluation of Technical or Financial Bids, the NIXI may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid within 3 days. The request for clarification shall be notified on NIXI Portal, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.
- 2) NIXI may ask original documents of submitted scanned copies. If any substantive discrepancy found between original and Scanned submitted copies; then the bid shall be liable to be rejected as non-responsive in NIXI may enforce Bid Security declaration.
- 3) The NIXI reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change

since then. There is a provision on the portal for requesting Short-fall documents from the bidders. The system allows taking the shortfall documents from any bidders as per NIXI procedure after the technical bid opening.

#### **11.1.4 Contacting NIXI during the evaluation**

From the time of bid submission to awarding the contract, no Bidder shall contact the NIXI on any matter relating to the submitted bid. If a Bidder needs to contact the NIXI for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the NIXI during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation and bid shall be liable to be rejected as nonresponsive in addition to enforcement of Bid Security declaration.

### **11.2 Evaluation of Bids**

#### **11.2.1 The evaluation process:**

This Tender Process comprises of two Bid system i.e Technical and Financial Bids. Initially, only the technical bids shall be opened on the stipulated date of opening of bids. After that, the technical bids evaluation shall be done to ascertain whether and how many bids are meeting the eligibility, qualification criteria and Technical aspects. Opening of financial bids and their evaluation will be done in respect of only those bids which were submitted by those Bidders whose technical bid are declared successful after the evaluation process.

The selection of the best evaluated bidder will be done by following QCBS (Quality and Cost Based Selection) method. The bids received will be given technical and financial scores. For final evaluation the technical scores will be given a weightage of 80% while the commercial score will be awarded a weightage of 20%. The bidder scoring the highest total weighted average score will be considered the most suitable bidder for the award of the contract.

### **11.3 Technical Evaluation**

Only substantively responsive bids shall be evaluated for technical evaluation. In evaluating the technical bid, conformity to the eligibility and qualification criteria, technical specifications of the offered Equipment and Services in comparison to those specified in the Tender Document will be ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated there-in. Bids with deviations shall be rejected as non- responsive. NIXI reserves its right to consider and allow minor infirmity in technical Conditions as per ITB-clause 11.1.2.

Only PKI OEM who receive 75% or 75 marks out of 100 in the eligibility criteria for OEM will be shortlisted technically and deemed qualified for commercial evaluation.

The technical evaluation of the PKI OEM will be based upon

- Marks out of 100 in the eligibility criteria for OEM (Section I clause 3)
- Marks out of 100 in the Technical Specifications of PKI Software (Section V)

### **11.3.1 Evaluation of eligibility**

NIXI shall determine, to its satisfaction, whether the Bidders are eligible as per Tender Document to participate in the Tender Process as per submission in Form 1.2: Eligibility Declarations in Form 1: Bid Form. Bids that do not meet the required eligibility criteria prescribed shall be rejected as nonresponsive.

### **11.3.2 Evaluation of Qualification Criteria**

NIXI shall determine, to its satisfaction, whether the Bidders are qualified and capable in all respects to perform the Contract satisfactorily (subject to relaxation, as per tender document, for MSME/Start-ups) as per submission in Form 4 and its Form 4.1. This determination shall, inter-alia, consider the Bidder's financial, technical or other prescribed eligibility for meeting requirements incorporated in the Tender Document.

### **11.3.3 Evaluation of Conformity to Bill of Material and Technical Specifications and other parameters specified in Tender document**

Technical Evaluation Committee (TEC) will shortlist Technical Bids on the basis of technical solution, conformity of technical specifications, parameters, features offered vis- à-vis tendered specifications requirements, etc. If required, the short-listed bidders may be asked for a detailed technical presentation, discussion on the solution and items offered in the bid. Further, TEC may ask the bidder to bring any selected items, sub items of their quoted items for technical evaluation at NIXI or any other location decided by TEC in specified time limit within three days. In case, bidder fails to bring their quoted items within the stipulated time, for whatever reasons, their bid will not be considered for further evaluation. It is bidder's responsibility to showcase the desired parameter quoted in the bid by bidder. To do this, if bidder has to bring different tools, it will be responsibility of bidder to arrange at no cost to NIXI.

## **11.4 Evaluation of Financial Bids**

### **11.4.1 Financial Bids**

- 1) Evaluation of the financial bids shall be on the price criteria only. Financial Bids of all technically qualified bids will be evaluated and the lowest cost (L-1) bidder will be determined as per the Procedure as mentioned in the Document.
- 2) The comparison of the responsive Bids shall be on Total bid price of all the Equipment & Services quoted by the bidder in the price bid.
- 3) In line with the policies of the Government of India, as amended from time to time, NIXI reserves the right to give purchase preferences to eligible categories of Bidders as indicated in the Tender Document.
- 4) Bidder must submit Price Break up {(Financial Bid(BoQ)} sheet during Bid submission price

## **12 Award of Contract**

### **12.1 The NIXI's Rights**

### **12.1.1 Right to Vary Quantities**

During the Contract period, NIXI reserves the right to increase or decrease the quantity of Equipment originally stipulated in Section IV: Bill of Material, without any change in the unit prices or other terms and conditions of the bid and the Tender Document, provided this increase/ decrease shall not exceed 25 (twenty-five) percent of stipulated quantities. In case of increase of quantity, NIXI will give reasonable notice and sufficient delivery & commissioning period.

### **12.2 Signing of Non-Disclosure Agreement**

- 1) The Successful Bidder/Contractor shall sign a Non-Disclosure Agreement (NDA) with NIXI as per Form-10 and submit the same within 14 days from the date of issue of contract.
- 2) The successful bidder shall also sign a Non-Disclosure Agreement with employees who are deployed in this project during implementation and operations.
- 3) The Successful Bidder/Contractor shall ensure that all persons, employees, workers and other individuals engaged by Bidder in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Bidder unless such person is found to be suitable in such verification and Bidder shall retain the records of such verification and shall produce the same to NIXI as and when requested. NIXI may also, if required, go for verification of manpower of contractor engaged for this project from government agencies.

### **12.3 Issuance of Contract**

#### **12.3.1 Selection of Successful Bidder**

The NIXI shall award the contract to the Bidder whose bid is technically successful and L-1 bidder if its final price is found to be reasonable, as per evaluation criteria detailed in the Tender Document.

#### **12.3.2 Performance Security**

Within fourteen (14) days of issuance of contract by NIXI, performance Security as per details in GCC-5.8 shall be submitted by the successful bidder to the NIXI and if it fails to do so within the specified period, it shall be lawful for NIXI at its discretion to annul the award and enforce Bid Securing Declaration.

#### **12.3.3 Right to Cancellation of the Tender Process:**

NIXI reserves the right to cancel the Tender Process at any stage of the process to Cancel the tender Process at any stage of the Tender Process.

### **13 Integrity Pact:**



The bidder must comply with the Integrity Pact (IP) as a preliminary qualification and sign the Integrity Pact (IP) as at Form 8.

### **Section III: General Conditions of Contract (GCC)**

#### **1. General**

##### **1.1 Tenets of Interpretation**

Unless where the context requires otherwise, throughout the contract:

- 1) The heading of these conditions shall not affect the interpretation or construction thereof.
- 2) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- 3) Words in the singular include the plural and vice-versa.
- 4) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- 5) Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Equipment Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
- 6) Any reference to 'Equipment' shall be deemed to include the complete work i.e delivery, installation, testing, training, commissioning & warranty.
- 7) Any reference to 'Contract' shall be deemed to include all other documents) as described in GCC-clause 2.5.
- 8) Any reference to any Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time.

##### **1.2 Definitions**

In the contract, unless the context otherwise requires:

- 1) "bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to supply Equipment, services or execution of works made as per the terms and conditions set out in a document inviting such offers.
- 2) "Bidder" (including the term 'Bidder', 'Successful Bidder', 'Contractor', 'System Integrator', or 'service provider' in specific contexts) means any person or company, every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a Tender Process.

- 3) "Bill of Quantities" (including the term Financial Bid (BOQ)) means the financial sheet and complete Bill of Quantities forming part of the bid.
- 4) "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.
- 5) "Consignee" means the person to whom the Equipment are required to be delivered as stipulated in the contract or intimated at later date.
- 6) "Contract" means and includes 'Contract issued from NIXI Portal', 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or , or 'Agreement' or a 'repeat order' accepted/ acted upon by the contractor or any amendment thereof, or a 'formal agreement', under specific contexts;
- 7) "Bidder/Contractor/ Successful Bidder" (including the terms 'Supplier' or 'Service Provider', 'System Integrator', or 'Firm' or 'Vendor' or 'Bidder' under specific contexts) means the person, firm, company, with whom the contract is entered into and shall be deemed to include the contractor's successors (which is/are approved by the NIXI), representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract.;
- 8) "Day", "Month", "Year" shall mean calendar day/ month or year (unless reference to financial year is clear from the context).
- 9) "General Conditions" means the General Conditions of Contract, also referred to as GCC.
- 10) "Equipment/ Equipment & Services" (including the terms items, equipment, Services in specific contexts). Any reference to Equipment shall be deemed to include specific services that are Installation, Commissioning, Training, Testing, Acceptance and Maintenance etc.
- 11) "Government" means the Central Government or a State Government as the case may be and includes Autonomous Bodies, agencies and Public Sector Enterprises under it, in specific contexts;
- 12) "NIXI" means National Internet Exchange of India, who is in the process of procurement of Equipment and services laid down in this tender document. O/o NIXI is end user of this project.
- 13) "Inspection" means activities such as measuring, examining, testing, analyzing, gauging one or more characteristics of the Equipment or services or works, and comparing the same with the specified requirement to determine conformity.
- 14) "Intellectual Property Rights" (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).
- 15) "Parties": The parties to the contract are the "Contractor" and the NIXI, as defined in this clause;

- 16) "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the contract;
- 17) "Location of Delivery" the delivery location of the Equipment shall be deemed to take place on delivery of the Equipment, at following places (as defined in Section-IV-BoM) as per the terms and conditions of the contract -
- 18) "Consignee" The consignee at his premises; or the consignee at the destination station in case of a contract stipulating for delivery of Equipment at the destination station.
- 19) "Procurement" (or 'Purchase', or 'Government Procurement/ Purchase') means the acquisition of Equipment/ Services/ works by way of purchase, either using public funds or any other source of funds (e.g. grant etc.) of Equipment, works or services or any combination thereof, by NIXI, the term "procure"/ "procured" or "purchase"/ "purchased" shall be construed accordingly;
- 20) "The Procuring Entity/Organization" means NIXI in its capacity as Implementing agency of NIXI procuring Equipment & Services;
- 21) "Procurement Officer" means the officer dealing the project issuing the Tender Document, Purchase order from NIXI and/or the signing contract or etc. on behalf of the NIXI;
- 22) "Specification" or "Technical Specification" means the drawing/ document/ standard/Datasheets or any other details governing the supply of Equipment or performance of services that prescribes the requirement to which Equipment or services have to conform as per the contract.
- 23) "Signed" means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof.;
- 24) "Tender"; "Tender Document"; "Tender Enquiry" or "Tender Process": 'Tender Process' is the whole process from the publishing of the Tender Document till the resultant award of the contract. 'Tender Document' means the document (including all its sections, appendices, forms, formats, etc.) published by the NIXI on NIXI Website to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as "Tender" or "Tender Enquiry", which would be clear from context without ambiguity.
- 25) "Tender No./ xxxx" refers to the NIXI Bid Number, Bidders should add this number same as NIXI Bid Number in all documentation pertaining to this tender.
- 26) "NIXI Portal"; NIXI website on which this tender will be hosted and other tender related activities will be performed.
- 27) "Central Sites/ Central Location"; Data Centers location in this bid, one will be

used as Primary Data Center (DC) and another will be as Disaster recovery Data Center (DR).

28) “Sites/ Remote Sites”; Locations where equipment(s) will be delivered and will be connected to Central sites through IPsec over MPLS VPN.

### 1.3 Abbreviations:

Abbreviation	Definition
AMC	Annual Maintenance Contract
BOQ	Bill of Quantities (Price Schedule)
BSD	Bid Securing Declaration
CGST	Central Equipment and Services Tax
CMC	Comprehensive Maintenance Contract
Abbreviation	Definition
DC	Primary/ Main Data Center
DR	Disaster Recovery Data Center
DPIIT	Department for Promotion of Industry and Internal Trade
DSC	Digital Signature Certificate
e-RA	Electronic Reverse Auction
EFT/ NEFT	(National) Electronic Funds Transfer
GCC	General Conditions of Contract
NIXI	National Internet exchange of India
NIXI ATC	NIXI Additional Terms and Condition
NIXI GTC	NIXI General Terms and Conditions
NIXI STC	NIXI Standard Terms and Conditions
GST	Equipment and Services Tax
IEM	Independent External Monitor
IPR	Intellectual Property Rights
INR	Indian Rupee
ITB	Instructions To Bidders
MII	Make in India

MSE	Micro and Small Enterprises
MSME	Micro, Small and Medium Enterprises
MPLS	Multi-Protocol Label Switching
NIT	Notice Inviting Tender
NMS	Network Management System/software
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PC	(Indian) Penal Code
P.O	Purchase Order
SC	Scheduled Caste
SITC	Supply, Installation, Testing & Commissioning ST Scheduled Tribe
TIA	Tender Inviting Authority

## **2 The Contract**

### **2.1 Language of Contract**

The contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

### **2.2 The Entire Agreement**

The Contract to be issued on NIXI and its related documents constitutes the entire agreement between the NIXI and the contractor.

### **2.3 Severability**

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

### **2.4 Parties**

The parties to the contract are the contractor and the NIXI, as defined in GCC-clause 1.2 above and nominated in the contract.

### **2.5 Contract Documents**

The following conditions and documents shall be considered to be an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

- 1) Contract issued on NIXI Portal.
- 2) Valid and authorized Amendments issued to the contract.
- 3) Final written submissions made by the contractor during negotiations, if any;
- 4) NIXI (GTC i.e General Terms and Conditions)
- 5) NIXI (STC i.e Special Terms & Conditions & ATC i.e Additional Terms & Conditions) if any
- 6) the contractor's bid;
- 7) Forms and Formats signed and submitted by bidder
- 8) Integrity Pact
- 9) Non-Disclosure Agreement (NDA)
- 10) Modifications/ Amendments, Waivers and Forbearances
- 11) Tender Document and its amendment/Corrigendum

### **2.5.1 Modifications/ Amendments of Contract**

- 1) If any of the contract provisions must be modified after the contract issued, the modifications shall be made in writing and signed by the NIXI, and no modified provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by the NIXI. Requests for changes and modifications may be submitted in writing by the contractor to the NIXI. At any time during the currency of the contract, the NIXI may suo-moto or, on request from the contractor, by written order, amend the contract by making alterations and modifications within the general scope of the Contract.
- 2) If the contractor does not agree to the suo-moto modifications/amendments made by the NIXI, he shall convey his views within 10 days from the date of amendment/ modification conveyed. Otherwise, it shall be assumed that the contractor has consented to the amendment.
- 3) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the NIXI unless and until the same is incorporated in a formal instrument and signed by the NIXI, and till then the NIXI shall have the right to repudiate such arrangement

### **2.5.2 Waivers and Forbearances**

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

- 1) Any waiver of NIXI's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the NIXI granting such waiver and must specify the terms under which the waiver is being granted.
- 2) No relaxation, forbearance, delay, or indulgence by NIXI in enforcing any of the terms and conditions of this Contract or granting of an extension of time by NIXI to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of NIXI under this Contract, neither shall any waiver by NIXI of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

## **3 Governing Laws and Jurisdiction**

- 1) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- 2) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made

at the place from which the Contract/Purchase Order or the contract Agreement has been issued. The courts of such a place (i.e New Delhi) shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

## **4 Communications**

### **4.1 Communications**

- 1) All communications under the contract shall be served by the parties on each other in writing (Letter/email), in the English language, and served in a manner customary and acceptable in business and commercial transactions.
- 2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
- 3) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the contract, so designated.
- 4) Such communications would be an instruction or a notification or an acceptance or a certificate from the NIXI, or it would be a submission or a notification from the contractor.

### **4.2 The person signing the Communications**

For all purposes of the contract, there under all communications to the other party shall be signed by:

- 1) The Authorized signatory on behalf of the contractor shall sign all correspondences.
- 2) The Procurement Officer signing the contract shall administer the contract and sign communications on behalf of the NIXI. consignees; Project executing officer; Inspecting officers and the paying authorities mentioned in the contract shall also administer respective functions during Contract Execution.

### **4.3 Address of the parties for sending communications by the other party.**

- 1) For all purposes of the contract, including arbitration, thereunder the address of parties to which the other party shall address all communications and notices shall be:
  - a) The address of the contractor as mentioned in the contract unless the contractor has notified the change of address by a separate communication containing no other topic to the NIXI. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and
  - b) The address of the NIXI shall be the address mentioned in the contract. The contractor shall also send additional copies to officers of the NIXI presently dealing with the contract.
  - c) In case of the communications from the contractor, copies of



communications shall be marked to the Procurement Officer signing the contract, and as relevant also to Inspecting Officer; Project executing officer; interim/ ultimate consignee and paying authorities mentioned in the contract. Unless already stipulated in the contract before the contract's start, the NIXI and the contractor shall notify each other if additional copies of communications are to be addressed to additional addresses.

## **5 Contractor's Obligations and restrictions on its Rights**

### **5.1 Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business**

The Contractor must proactively keep the NIXI informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.

### **5.2 Obligation to Maintain Eligibility and Qualifications**

The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the NIXI within 7 days of it coming to the Contractor's knowledge. These changes include but are not restricted to the Change regarding declarations made by it in its bid in Form 1.2: Eligibility Declaration

### **5.3 Consequences of a breach of Obligations**

Should the contractor commit a default or breach of GCC-clause 5.1 to 5.7, the Contractor shall remedy such breaches within 21 days, keeping the NIXI informed. However, at its discretion, the NIXI shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the NIXI as to any matter or thing concerning or arising out of GCC-clause 5.1 to 5.7 or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.

### **5.4 Assignment and Sub-contracting**

- 1) All the manpower to be deployed in project for delivery, installation, testing & commissioning and resident engineer, technical support and maintenance including onsite support should be on the payroll of the bidder/Contractor or OEM equipment offered. Outsourcing of manpower will not be allowed.
- 2) the contractor shall not sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.
- 3) the contractor shall take prior permission in writing from NIXI for any sub-contracting that contractor wish to enter into for limited Works (e.g loading/

unloading, racking and stacking of equipment(s) etc.) .

- 4) If the Contractor sublets or assigns this contract or any part thereof without such permission, the NIXI shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.

## **5.5 Indemnities for breach of IPR Rights or from other issues**

- 1) the contractor shall indemnify and hold harmless, free of costs, the NIXI and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Equipment provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:
  - a) any design, data, drawing, specification, or other documents or Equipment provided or designed by the contractor for or on behalf of the NIXI.
  - b) The installation of the Equipment by the contractor or the use of the Equipment at the NIXI other sites of NIXI.
- 2) If any proceedings are brought, or any claim is made against the NIXI arising out of the matters referred above, the NIXI shall promptly give the contractor a notice thereof. At its own expense and in the NIXI's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the NIXI informed.
- 3) If the contractor fails to notify the NIXI within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the NIXI shall be free to conduct the same on its behalf at the risk and cost to the contractor.
- 4) At the contractor's request, the NIXI shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.
- 5) The Contractor shall be solely responsible for any damage, loss or injury which may occur to any property or to any person by or arising out the execution of the works or temporary works or in carrying out of the contract otherwise than due to the matters referred to in this agreement hereinbefore. The contractor would ensure for observance of all labor and other laws applicable in the matter and shall indemnify and keep indemnified the NIXI, end users/ its customers against the effect of non- observance of any such laws.

## **5.6 Confidentiality and IPR Rights**

### **5.6.1 IPR Rights**

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the NIXI and must not be shared with third parties or reproduced, whether in whole or part, without the NIXI's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the NIXI, together with a detailed inventory thereof.

### **5.6.2 Confidentiality**

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the NIXI to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the NIXI and shall not, without the prior written consent of NIXI neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the NIXI, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

### **5.6.3 Obligations of the contractor**

- 1) Without the NIXI's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
- 2) The contractor shall treat and mark all information as confidential and shall not, without the written consent of the NIXI divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
- 3) Notwithstanding the above, the contractor may furnish to its holding company such documents, data, and other information it receives from the NIXI to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company an undertaking of confidentiality similar to that imposed on the contractor under the above clauses.
- 4) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
  - a) now or hereafter is or enters the public domain through no fault of Contractor;
  - b) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the NIXI ; or
  - c) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
- 5) The above provisions shall not in any way modify any undertaking of

confidentiality given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.

- 6) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

### 5.7 Performance Bond/ Security

- 1) The successful bidder shall submit a Performance Security of 3% of total value of Contract within 14 days from the date of issuance of contract. The Performance Security in the form of Bank Guarantee, Fixed Deposit and Insurance Surety bond should be valid for a minimum period of 41 months (Implementation period+ Warranty Period+ Claim Period of 3 months). The Performance security shall be submitted in one of the following forms:

- a. Insurance Surety Bonds/ Account Payee Demand Draft/Fixed Deposit Receipt from a Commercial bank/Bank Guarantee from a Commercial bank or online Payment (Account details given below).

1.	Beneficiary Name & Address	
2.	Bank Name	
3	Bank Branch & Address	
4	Beneficiary Account No	
5	IFSC code	

The performance security must be routed through Structured Financial Messaging System (SFMS) from issuing Bank to our Bank as given above by sending IFN 760 COV Bank Guarantee Advice Message.

- b. Bank Guarantee should be issued by a scheduled commercial bank in India in the prescribed form provided in Format 1.3.
- 2) If the contractor, having been called upon by the NIXI to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the NIXI at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action.
- (a) If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the NIXI at its discretion to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or
- (b) without terminating the Contract:
- recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the

contract or any other contract with the NIXI, or treat it as a breach of contract and avail any or all contractual remedies provided for breaches/ default.

- 3) Contractor needs to extend the validity of Performance Security as and when asked by NIXI due to Extension of project timelines or if any other valid reason.
- 4) In the event of any amendment issued to the contract, the contractor shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within fourteen days of issue of the amendment.
- 5) The NIXI shall be entitled, and it shall be lawful on his part, to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:  
  
any default, or failure or neglect on the part of the contractor in the fulfilment or performance in all respect of the contract under reference or any other contract with NIXI or any part thereof for any loss or damage recoverable from the contractor which the NIXI may suffer or be put to for reasons of or due to above defaults/ failures/ neglect.
- 6) Subject to the sub-clause above, the NIXI shall release the performance security without any interest to the contractor on completing all contractual obligations at the satisfaction of NIXI, including the warranty obligations.
- 7) No interest will be payable by NIXI on any security deposit, amount forfeited, liquidated damages, SLA penalty, amount withheld any delayed payment by NIXI.

### 5.8 Permits, Approvals and Licenses

Whenever the supply of Equipment and Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's soleresponsibility to obtain these and keep these current and valid.

## 6 Scope of work and Technical Specifications

5. THE OFFERED SOLUTION SHOULD INCLUDE THE FOLLOWING:

Equipment's required for smooth running an operation for CCA root and CA for SSL	
Fire Detection System- Smoke Detector, VESDA	
Fire Suppression System- FM 200	

Fire extinguishers	
CCTV	
Biometric Access Control (Dual Factor)	
Water leakage Detector	
Passive Infrared Sensor	
Vibration Sensor	
Rodent Repellents	
Manned Security	
Dual Precision AC	
Dual UPS	
Emergency Response Team	
FRFC (2Nos)	
Safe Locker (6 Nos)	

- Suggesting the best set of practices and process flow for complete set of RCAI operational activities in full compliance to all the applicable provisions of WebTrust.
- Suggesting the web Trust compliant solution architecture for complete RCAI operations for SSL to obtain a seal of WebTrust / EV-WebTrust from the certified firm / practitioner / accountant who are licensed and proven track record by AICPA/CICA.
- Offering the state-of-art bill of material including hardware, operating software, application software (including various modules as per operational requirement of RCAI), access control system, CCTV, etc with exact make & model, even if some of the items are missing in the Bill of Material in the Tender Document.
- To submit complete solution including detailed bill of material for hosting the OCSP services under RCAI operations. OCSP infra should also be taken into consideration for web trust audit process.
- To submit solution for RCAI facility (DC & DR) for SSL and a CA set up for SSL certificate issuance as per WebTrust requirements.
- To suggest processes for enabling CCA root to be placed in all the major browsers.
- To submit a concept document on compliances requirement with the latest version of the Guidelines for the Issuance and Management of Extended Validation Certificates.
- Detailed bar chart depicting the time schedule for indicating the start and end time of individual activities being identified by the bidder in the complete process. Note: i. For the purpose of understanding the existing service requirement, the prospective bidders may visit primary and secondary sites hosted at **DC and DR sites of NIXI( at Delhi and Bangalore only )**.
- ii. The proposed Root CA application software should provide all the modules from key life cycle management to CCA/CAs SSL certificates lifecycle management like creation, suspension, revocation etc. and should also cater the requirements as specified by CCA from time to time.

iii. The proposed solution should also meet the requirements mentioned under the IT Act, Rules (Schedule II & Schedule III), regulation and standards and also web trust audit requirements in addition to WebTrust requirements.

## 11 Acceptance Testing (AT):

The Acceptance Test plan shall be submitted within 15 days of issuance of Contract by Contractor to NIXI for approval. AT shall be carried out jointly by Contractor and NIXI. On successful completion of AT, certificate per site shall be issued by NIXI to the contractor as per below accomplishment of work.

- a. Contractor will support and configure the equipment on any secure link. Contractor shall configure the equipment(s) to establish the data transfer required between Delhi site and Bangalore site and data transfer should be secure and encrypted as per standard.
- b. It is also to be noted by Contractor w.r.t acceptance of sites of NIXI may accept the equipment without commissioning i.e. just upon delivery of equipment in good condition and after successful power on test, if the location of commissioning is not finalized. However, NIXI may ask for commissioning of these equipment(s) anytime during the warranty period.
- c. Contractor will carry out Vulnerability assessment (VA) and Penetration Testing (PT) using certified tool through a Third-party certified agency before acceptance, if required.

Responsibility of Contractor during acceptance test (AT) and commissioning is to provide below mentioned artefacts but not limited to:

- i) To Set up SSL ROOTs for NIXI along with Setting up CA with WebTrust Audit for SSL in DC and DR Sites of NIXI in Delhi and Bangalore. The bidder should supply and install the hardware/Software along with development of Processes for WebTrust and require the following documentations but not limited to only these documents for WebTrust Requirements.
  - i. OEM certification of all the equipment(s) installed.
  - ii. Low level and High-Level design
  - iii. Successful Vulnerability assessment (VA) and Penetration Testing (PT) report.
  - iv. Availability of all the defined services shall be verified.
  - v. Draft Network security policy document as per standard to be followed as per WebTrust.
  - vi. Any other document/activity identified during project implementation period.

- d. NIXI may require the Contractor to carry out any test and/or inspection not specified in the Contract but deemed necessary to verify that the characteristics and performance of the equipment(s) and services comply with the technical specification's codes and standards under the Contract. The Contractor shall be required to carry out such test and/or inspection at its own cost.

#### **Web Trust Audit**

- Framework for auditors to assess the adequacy and effectiveness of the controls used by Certification Authorities (CAs).
- Trust Service Principles and Criteria for CA is based on ISO 21188 "Public Key Policy and Practices Framework"
- Although these Principles and Criteria are intended to be used in the conduct of WebTrust engagement by those auditors licensed by CPA Canada., this document can be used, in conjunction with consideration of the additional compliance requirements set forth by the CA/Browser Forum for publicly-trusted CAs (i.e. Baseline Requirements, Network Security Requirements, Code Signing, Extended Validation, etc.) in the conduct of any assurance engagement or internal audits for Public PKIs.

### **6.1 Technical Specifications and Standards**

The Equipment & Services to be provided by the contractor under this contract shall conform to the technical specifications mentioned in '**Technical Specification**' under **Sections V** of the Tender Document. For standards and requirements where no applicable specifications are mentioned, appropriate latest authoritative standards and quality assurance issued by the concerned institution shall be applicable. The Equipment supplied shall be:

- 1) Entirely brand new and unused.
- 2) The hardware specifications provided in the tender is the minimum required and bidder may quote for higher specifications to optimize as per their solution requirements. The bidders should quote the products strictly as per the tendered specifications or of higher specifications giving exact make & model and specifications. All the technical literature for the products offered by the bidder may be enclosed in the bid.
- 3) The bidders should give clause-by-clause compliance for the technical specification of the equipment along with cross reference of individual points from product data sheet/literature which is to be submitted in their technical bids.

### **6.2 Warranty and Maintenance:**

The following warranty clauses shall apply:



- 1) The Equipment supplied and services rendered by the Contractor shall be in accordance with the tender specifications & quality. The Equipment(s) shall carry onsite Comprehensive Warranty for Three (3) year. The warranty period shall start from the date of successful commissioning by contractor and acceptance by NIXI for each site
- 2) Warranty for those equipment(s) which will be delivered at Location -18 will start from the date of verification and successful power on test.
- 3) Obligations of the contractor under the warranty clause will remain valid for all the sites installed, accepted and paid-for; even though the contract is terminated for any reason whatsoever.
- 4) OEM Warranty certificates must be submitted by Contractor at the time of acceptance of Equipment. Warranty should also reflect in the support website of the OEM if such option is provided by the respective OEMs.
- 5) The equipment to be ordered through P.O/Contract are meant to be deployed across various location across country. In case any of the installed / non-installed equipment(s) are shifted from one location to another then in such a case contractor shall be responsible to provide warranty, support, maintenance and RMA (Return Merchandise Authorization) at such locations also.
- 6) **Retention Policy:** Since the equipment(s) to be deployed in a security projects; therefore, data privacy shall be ensured through Storage Retention Policy i.e. NIXI shall retain the faulty storage disks/media/memory in case of any replacement during the maintenance. In case of replacement of device/equipment, NIXI shall retain all the storage disks (faulty or otherwise). No additional cost will be paid for any retained storage disks.
- 7) In case of any rectification of a defect or replacement of any defective Equipment during the warranty period, the warranty for the rectified/ replaced Equipment shall remain till the original warranty period and same should reflect on OEM's website with revise equipment details, if such facility available with OEM.
- 8) All ongoing software upgrades for all major and minor releases should be provided during the warranty period.
- 9) OEM support should be provided on all days and at all hours.
- 10) All types of support (hardware trouble shooting, maintenance etc.) at sites will be provided by the Contractor.
- 11) **Manpower for maintenance:** Contractor will deploy two resident engineers during business hours (09.00 am to 06.00 pm) from Mon to Saturday (i.e 6 days a week) at specified location i.e Bengaluru and/or Delhi from the date of acceptance of sites. The Deployed manpower must have B.Tech/MCA degree with CCNA/JNCIA or equivalent certifications and minimum experience of three years on subject matter (i.e on installed hardware). The Resident Engineer as asked in the tender should be on direct muster-roll (pay-roll) of the Contractor.

Compliance with relevant applicable laws including but not limited to provident fund, ESI etc. needs to be ensured by the contractor. An undertaking to this effect should be submitted by the Contractor. The roles and responsibilities of manpower is to monitor, manage, supplied hardware etc. procured under the project's scope including the monthly / weekly reports or any other project related work assigned by NIXI. Payment for manpower will be made based on the number of days of actual attendance. In addition, Penalty @ Rs. 2000/- per day will be imposed on each day absence of each manpower.

- 12) **Uptime of installed Equipment(s):** The contractor shall arrange for regular upkeep and maintenance of the equipment to keep the equipment running to its optimal capacity. The contractor shall be required to maintain the installed system till the completion of warranty period of individual site through its nearest support center. In case of fault, Resident Engineer/ NIXI will log complain to contractor's toll-free number/ web support system/ NIXI's NMS portal. Complaint shall be resolved within 24 hrs from the time of call logged in business hours (i.e. 09.00am to 06.00 pm). This will be termed as a permissible time per site.
- 13) **Penalty:** In case of Data Transfer gets interrupted, due to fault at Remote Site in equipment (s) )/ or for any other reasons attributable to supplied equipment(s) and services under warranty, Penalty @ 0.25 % of total equipment(s) value per site per day or part thereof will be deducted beyond permissible limits. In case of equipment faults persist for more than 72 hours, Penalty @ 0.5 % of total equipment value per site per day or part thereof the day will be deducted. In case, any site goes down more for than fifteen (15) days, NIXI may initiate termination for default and take remedial action(s) accordingly as per GCC Clause 12.1. Penalties will be deducted from due payment/performance securities.

## **7 Inspection and Quality Assurance**

### **7.1 Tests and Inspections**

NIXI or its representative shall have the right to inspect or to test the Equipment to confirm their conformity to the ordered specifications. The supplier shall provide all reasonable facilities and assistance to the inspecting authority at no charge to NIXI. In case any inspected or tested equipment fail to conform to the specifications, NIXI may reject them and supplier shall replace the rejected equipment with the equipment in conformity with the specification required free of cost to NIXI.

### **7.2 Consequence of Rejection**

Upon the Equipment being rejected by the NIXI, the NIXI shall be at liberty to:

- 1) Demand that such stores shall be removed by the contractor at his cost subject as hereinafter stipulated, within 15 days of the date of intimation of such rejection. The decision of the NIXI in this regard shall be final in all respects. The

Contractor shall bear all cost of such replacement, including taxes and freight, if any, on replacing and replacing Equipment without being entitled to any extra payment on that or any other account. NIXI will not return the Hard Disk from used systems.

### **7.3 NIXI's right of Rejection of Inspected Equipment**

- 1) Equipment accepted by the NIXI and/ or its inspector at the initial inspection and final inspection in terms of the contract shall in no way dilute the NIXI's right to reject the same later if found deficient concerning 'Technical Specifications'.
- 2) Notwithstanding any approval which the NIXI may have given in respect of the Equipment or any materials or other particulars or the work or workmanship involved in the performance of the contract and notwithstanding delivery of the Equipment, it shall be lawful for NIXI, to inspect, test and, if necessary, reject the Equipment or any part, portion or consignment thereof, after the Equipment' arrival at the final destination within a reasonable time after actual delivery thereof at the delivery locations mentioned in the contract, if such Equipment or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

## **8 Transfer of Assets and Insurance**

### **8.1 Transfer of Assets**

The ownership of the supplied Equipment along with its warranty and all other associated rights shall be transferred within 30 days to O/o NIXI, after successful Commissioning by contractor and Acceptance of sites by NIXI. All the risks, responsibilities, liabilities thereof in respect of all equipment at each site shall remain with contractor till handover to O/o NIXI. All licenses are to be provided in the name of Controller of Certifying Authorities/NIXI. Contractor shall provide following documents during handover of assets for individual sites:

- 1) Invoices with serial no of devices
- 2) Bill of Material
- 3) OEM Warranty certificates
- 4) Duly received Delivery challan of locations
- 5) Software license detail, if any
- 6) Acceptance reports
- 7) Any other document specified by NIXI

### **8.2 Insurance**

The Bidder shall also arrange to get equipment insured to cover loss/damage due to theft, burglary, fire, or any natural disaster for the period till 60 days after successful acceptance as defined in terms of delivery in this tender document. Bidder shall be required to extend the insurance period in case, there is delay in commissioning &

acceptance of project. The insurance shall not be for an amount less than 100 percent of the value of the equipment as mentioned in the Contract. Bidder may include cost of insurance in the unit price of equipment(s) quoted in the price bid.

## **9 Terms of Delivery and delays**

Delivery means Delivery, installation, testing & commissioning of supplied equipment(s) unless stipulated otherwise.

### **9.1 Effective Date of Contract**

The effective date of the contract shall be the date on which it has been issued by issued by NIXI Portal. The dates of deliveries shall be counted from the date of contract.

### **9.2 Time is the Essence of the contract**

The time for and the date for delivering the Equipment stipulated in the contract or as extended shall be deemed to be of the essence of the contract. Delivery must be completed not later than the date(s) so specified or extended period, if any.

### **9.3 Locations of Delivery**

The tentative Locations where the Equipment are to be delivered is stipulated in Section VI – Bill of Material.

### **9.4 Terms of Delivery installation, commissioning**

1. All Equipment & Services shall be offered at site including logistics, transportation, loading/unloading, installation, testing & commissioning. Cost of the same shall be included in offer price. All aspects of safe delivery shall be the exclusive responsibility of the contractor.
2. Any changes in locations shall also be confirmed at the time of release of Purchase order/Contract. Contractor should obtain list of end user locations from NIXI at the time of signing of Contract and adhere to the same. NIXI reserve the right to change of location before delivery of Equipment(s) to designated locations. However, any relocation of equipment(s) in the same city shall not be treated as change of location before equipment(s) installation. No Equipment shall be deliverable to the NIXI on Sundays and public holidays or outside designated working hours without the written permission of NIXI.
3. The contractor shall deliver the consignment at the place/ places as detailed in the Bid/contract, the quantities of the Equipment detailed therein, and the Equipment shall be delivered not later than the dates stipulated in the Bid/contract. The delivery shall not be complete unless the Equipment are inspected and accepted by the NIXI or by any designated officer as provided

in the contract.

4. The contractor fails to dispatch the Equipment before the expiry of the delivery period then contractor must apply to NIXI in writing to extend the delivery period and only if approved by the NIXI then only dispatch the balance quantity in specified delivery time limit. If the contractor delivers the Equipment without obtaining an extension, it would be doing so at its own risk, and no claim for payment for such supply and/ or any other expense related to such supply shall lie against NIXI.
5. Contractor shall complete the delivery, installation, testing and commissioning of all the equipment(s) at all sites within 60 days from the date of issuance of Contract.

### **9.5 Delay in the contractor's performance**

If the contractor fails to deliver the Equipment (s) or delays in provision of Services (e.g. installation, commissioning, training, maintenance etc.) within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the NIXI may without prejudice to his other rights:

- (1) recover from the contractor liquidated damages as per clause 9.6(2) below, and/or
- (2) treat the delay as a breach of contract as per GCC clause 12.1 below and avail all the remedies therein.

### **9.6 Extension of Delivery Period and Liquidated Damages:**

- 1) The original Delivery Period may be re-scheduled by the NIXI without any Liquidated damages if such reschedule is warranted due to Force Majeure conditions mentioned below clause no. 9.7 and also on the ground/reasons of delay attributable to the NIXI. In all other cases, if any extension is given then same shall attract LD as given in below sub clause.
- 2) **Liquidated Damages (LD) for delayed delivery of equipment:** If the Contractor fails to complete delivery, installation, testing, commissioning, training, acceptance etc. of equipment(s) as per timelines specified in the contract, then in such a case NIXI would be entitled to impose the Liquidated Damages for the delay @ 1% of the value of total equipment(s) at non-commissioned sites per week or part of the week of delayed period. Liquidated Damages shall not exceed 10% of the total contract value. In case, delay beyond 10 weeks, NIXI may initiate termination for default and take remedial action(s) accordingly as per GCC Clause 12.1.
- 3) NIXI will serve a notice duly accompanied by a preliminary calculation sheet to the contractor against whom levy of LD is proposed. In case the contractor is not satisfied/ agree with

- (i) the reason/grounds for which leaving of LD is proposed and/or
  - (ii) method of calculation of amount of LD.
- 4) then Contractor may submit a representation to NIXI within the stipulated timeline (as indicated in the notice i.e. 15 days) clearly mentioning his claims, ground of such claims etc. along with all the documents (self-certified) supporting his claims. The decision of DG, EI shall be final and binding in this matter.
  - 5) Waiver from LD may be considered only if the contractor submits a written representation to NIXI within the stipulated time (as indicated in the notice i.e. 15 days) on receipt of such notice of imposition of LD issued by NIXI. Decision of NIXI in the matter shall be final and binding.

### **9.7 Force Majeure:**

- 1) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Equipment(s) and services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by NIXI in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above remains in force for 90 days or more at any time, then in such a case either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.
- 2) Notwithstanding the remedial provisions contained in GCC-clause 9.6 (2) or 12.1.1, none of the Party shall seek any such remedies or damages for the delay and/or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

### **10 Prices and Payments Terms:**

1. Payments to contractor shall be made through Electronic Modes only. The Contractor shall provide necessary information/documents for receipt of payment through NEFT/RTGS.
2. The payments shall be subject to submission of performance security in line with the requirements specified under the Performance Security Clause.

Payments shall only be made in Indian Rupees.

3. The Contractor shall submit its claim for payment in writing along with relevant documents, as stipulated in Contract and a manner as also specified therein.
4. The documents which the Contractor has to furnish while claiming payment are:
  - a. Original Invoice (GST Compliant format) with serial no of each item.
  - b. Delivery challan duly received (sign & Stamped from concerned officer) for all locations
  - c. Insurance Certificate/policy duly assigned in favour of O/o NIXI. (In case payment is claimed by Contractor within 60 days from the date of acceptance.)
  - d. Licenses (software & Hardware)
  - e. Warranty document from OEM
  - f. Any other document specified by NIXI during the course of project.

**5. The payment terms are:**

- a. Payment of the project will be made on per site basis, after successful delivery, Installation, commissioning and acceptance at each site (there can be an exception for Loc18 as defined earlier).
- b. Payment will be made as mentioned below:

<b>Stage of Scope of Work</b>	<b>Payment percentage (%)</b>
Complete Delivery, Installation, Commissioning and acceptance per site	70 % value of contract price pertaining to equipment(s) at individual site

- c. In Case, Equipment couldn't be installed after 60 days from the due date of delivery & installation of complete equipment at each site; due to reasons attributable to NIXI/its end user then 70% payment of the value of delivered equipment(s) will be released after equipment (s) verification and 15% payment of the value of delivered equipment(s) will be released after successful commissioning and acceptance.
- d. 15% value of the total value of installed & accepted items shall be released after Submission of the all the documents to WebTrust.
- e. NIXI may give an option to contractor to claim Balance 15% payment against submission of Bank Guarantee after all the documentations as per WebTrust. However, if the vendor fails to get WebTrust in next 1 year after submission of all the documents, Bank Guarantee submitted will be

encased. Bank Guarantee formats and required undertaking to be signed by the contractor in this respect will be given to contractor at the time of exercising this option.

- f. NIXI will deduct LD, SLA penalty and other recoveries (if any) before releasing any payments.
- g. Delivered quantities can't exceed the quantities mentioned in the P.O. In case quantities delivered, are lower than the quantities which were required to be supplied at individual site; then in such a case NIXI reserves the right neither to accept the lower quantities and nor to make any payment for the quantities supplied.
- h. Manpower Warranty & Maintenance of Remote Sites will be released on quarterly basis after completion of each quarter from the start of services. Manpower charges will be paid based on actual attendance. Attendance sheet counter-signed & stamped by the contractor will be required to enclosed with invoice. However, Contractor being principle employer shall be liable to ensure compliance with all the applicable laws pertaining to the Manpower deployed.



## 11 ARBITRATION

- 1) In case any dispute or difference arises out of or in connection with or the carrying out of works (whether during the progress of the works or after their completion & whether before or after the termination, abandonments or breach of contract) except as any of the accepted matters, provided hereunder, the parties hereto, shall first endeavor to settle such disputes of differences amicably.
- 2) If both the parties fail to reach such amicable settlement, then either party (The Purchaser or Contractor) may (within 20 days of such failure) give a written notice to the other party requiring that all matter in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or differences of which such written notice has been given and no other shall be reoffered to the arbitration of a single arbitrator, to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, to that of two arbitrators, one to be appointed by each party or in case of said arbitrators not agreeing then, to the umpire to be appointed by the arbitrators in writing before entering upon the references. Provisions of Indian Arbitration & Conciliations Act, 1996 or any statutory modification or re-enactment thereof and rules framed there under from time to time shall apply to such arbitration.
- 3) Venue of arbitration shall be New Delhi.
- 4) The arbitrators or arbitrators appointed under this Article shall have the power to extend the time to make the award with the consent of parties.
- 5) Pending reference to arbitration, the parties shall make all endeavors to complete the work in all respect. The disputes, if any, will finally be settled in the arbitration.
- 6) Upon every or any such references to the arbitration, as provided herein the cost of and incidental to the reference and Award respectively shall at the discretion of the arbitrator, or the umpire, as case may be.
- 7) The award of arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence. The Purchaser and the contractor hereby also agree that arbitration under this clause shall be the condition precedent to any right of action under the contract except for as provided for in the Tender.

## **12 Defaults, Breaches, Termination, and closure of Contract**

### **12.1 Termination due to Breach, Default, and Insolvency**

#### **12.1.1 Defaults and Breach of Contract**

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the NIXI's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

- 1) **Default in Performance and Obligations:** if the contractor fails to deliver any or all of the Equipment and services or fails to perform any other contractual obligations (obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the NIXI.
- 2) **Insolvency:** If the contractor shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment, or
- 3) **Liquidation:** if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture- holders to appoint a Receiver, Liquidator or Manager

#### **12.1.2 Notice for Default:**

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

#### **12.1.3 Terminations for Default**

- 1) **Notice for Termination for Default:** In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the NIXI, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.
- 2) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the NIXI after that.
- 3) Unless otherwise instructed by the NIXI, the contractor shall continue to perform

the contract to the extent not terminated.

- 4) All warranty obligations, if any, shall continue to survive despite the termination.

#### **12.1.4 Contractual Remedies for Breaches/Defaults or Termination for Default**

If there is an unsatisfactory resolution of the issues raised in the 'Notice of Default' within the period specified in the notice, then NIXI may take any one; or more of the following contractual remedies.

- 1) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.
- 2) Recover liquidated damages for delays.
- 3) Encash and/ or Forfeit performance or other contractual securities.
- 4) Debar the contractor from participation in future procurements as follows:

NIXI may debar the contractor or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment
- 5) Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.
- 6) **Risk and Cost Procurement:** In addition to termination for default, the NIXI shall be entitled, and it shall be lawful on his part, to procure Equipment and services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be contracted within nine months from the breach of Contract. The Contractor shall be liable for any loss which the NIXI may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the NIXI. It shall not be necessary for the NIXI to notify the contractor of such procurement. It shall, however, be at the discretion of the NIXI to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

*Note: Regarding the Equipment which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be twelve months instead of nine months provided above.*

- 7) Initiate proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

#### **12.1.5 Limitation of Liability**

Except in cases of criminal negligence or willful misconduct, the aggregate liability of the contractor to the NIXI, whether under the contract, in tort or otherwise, shall not

exceed the total Contract value, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the NIXI concerning IPR infringement.

## **12.2 Termination for Default/ Convenience of NIXI**

### **12.2.1 Notice for Determination of Contract**

- 1) The NIXI reserves the right to terminate the contract, in whole or in part for its (the NIXI's) convenience, by serving written 'Notice for Determination of Contract' on the contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the NIXI of the contract. The notice shall also indicate inter-alia, the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.
- 2) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
- 3) Unless otherwise instructed by the NIXI, the contractor shall continue to perform the contract to the extent not terminated.
- 4) All warranty obligations, shall continue to survive despite the termination.

## **12.3 Closure of Contract**

### **12.3.1 No Claim Certificate and Release of Contract Securities**

After mutual reconciliations of outstanding payments and assets on either side, the contractor shall submit a 'No-claim certificate' to the NIXI requesting the release of its contractual securities, if any. The NIXI shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the contractor. The contractor shall not be entitled to make any claim whatsoever against the NIXI under or arising out of this Contract, nor shall the NIXI entertain or consider any such claim, if made by the contractor, after he shall have signed a "No Claim" Certificate in favour of the NIXI. The Contractor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

### **12.3.2 Closure of Contract**

The contract shall stand closed upon

- 1) successful performance of all obligations by both parties, including completion of warranty obligations and final payment.
- 2) termination and settlements after that, if any, as per clause 12.1 or 12.2 above.

## Section IV: Bill of Material (BoM)

### 1. Delivery Locations

SI.No	Location	City Location *
1	Loc 1	Delhi
2	Loc 2	Bengaluru

\* Address details will be given to successful bidder/ Contractor only.

## List of Bill Of Materials

### Complete List of BoQ

For DC, DR, QA						
Sl. No.	Item Description	Proposed Model	Quantity	Unit Rate	Total Value	Plus Years Support
<b>Software Components</b>						
1	Digital Certificate Life Cycle Manager		2			4
2	OCSP Responder					
3	Database		2			
4	LogServer		2			
5	Back Up Software					
6	Active Directory					
7	DNS					
8	Mail Server					
9	Operating System		16			
10	AntiVirus		20			
<b>HARDWARE COMPONENTS</b>						
1	Hardware Security Module		3			

	<b>Network HSM</b>					
<b>2</b>	<b>Hardware Security Module USB HSM</b>		2			
<b>3</b>	<b>Servers</b>		8			
<b>4</b>	<b>Tape Drive</b>		2			
<b>5</b>	<b>Tape</b>		20			
<b>6</b>	<b>Network Switch</b>		2			
<b>7</b>	<b>Network Switch</b>		2			
<b>8</b>	<b>Routers</b>		2			
<b>9</b>	<b>Firewall</b>		4			
<b>10</b>	<b>NTP Device</b>		2			
<b>11</b>	<b>Biometric Rack Tall</b>		2			
<b>12</b>	<b>Biometric Rack Medium</b>		2			
<b>13</b>	<b>Console Machine</b>		2			
<b>14</b>	<b>Console Switch</b>		2			
<b>TOTAL (B)</b>						
<b>SUB TOTAL (A+B)</b>						
<b>TCO FOR FIVE YEARS</b>						

## Bill of Material for NIXI SSL Set Up

For DC, DR, QA						
Sl. No.	Item Description	Proposed Model	Quantity	Unit Rate	Total Value	Plus Years Support <sup>4</sup>
<b>Software Components</b>						
1	Digital Certificate Life Cycle Manager		2			
2	OCSP Responder					
3	Database		2			
4	LogServer		2			

5	Back Up Software					
6	Active Directory					
7	DNS					
8	Mail Server					
9	Operating System		16			
10	AntiVirus		20			
<b>HARDWARE COMPONENTS</b>						
1	Hardware Security Module Network HSM		5			
2	Hardware Security Module USB HSM		2			
3	Servers		8			
4	Tape Drive		2			
5	Tape		20			
6	Network Switch		2			
7	Network Switch		2			
8	Routers		2			
9	Firewall		4			
10	NTP Device		2			
11	Biometric Rack Tall		2			
12	Biometric Rack Medium		2			
13	Console Machine		2			
14	Console Switch		2			
<b>TOTAL (B)</b>						
<b>SUB TOTAL (A+B)</b>						
<b>TCO FOR FIVE YEARS</b>						

For Five years of operations						
<b>Professional Services</b>					<b>Cost for 1st Year</b>	<b>Plus 4 Years Services</b>
<b>No</b>	<b>Service</b>	<b>Description</b>	<b>Quantity</b>	<b>Amount (INR)</b>		
1	Product Setup and Implementation	For all the products part of the project scope including Production, DR and Test/Staging/QA including hardware setup	1			

		(VM software, operating systems, network equipment and security devices as recommended)			
2	CA Documentation Activities	Support for preparation of CA documentation towards policies & procedures to meet Webtrust compliance requirements. - Document Readiness Review - CP/CPS/PDS Creation - BCP/DR Documentation - Risk Assessment Documentation - Security Policies - Register Templates	1		
3	Readiness Assessments	For setting up of CA towards Go Live - Infrastructure readiness review including environment, hardware, network, software solutions. - CA readiness review with gap assessment of policies, procedures & documentation	1		
4	Compliance Activities	Towards successful compliance of WebTrust - Support for Internal Audits - Support for External Audits - Support for resolution of Audit Findings	1		
5	Other reviews	For any other allied reviews and consultancy in the process of taking CA setup to Go Live	1		
6	Key Generation Ceremony	Support for CA Key generation ceremony & all the activities there-in.	1		
7	Operational Training	On-site – 2 business months – Trainers	1		
8			1		



	Technical Training	On-Site – Senior Consultant (5 days)- based on location			
<b>Total Technical Services (in INR)</b>					

Manpower Distributions (Year Wise)

Description	No of resources	Cost per Annum	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Onsite Engineer for support	1						
DB Administrator	1						
PKI Administrator	1						
CA Administrator	1						

Summary of the BoQ.

SL.NO.	Description	1 Year Charges with Support	Additional 4 Years Support
1	CCA-Root CA_SSL Set Up Charges		
2	NIXI-Issuing CA SSL Set Up Charges		
3	Technical Services (Implementation, Audit, Training etc)		
<b>TOTAL</b>			

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**Section V: Technical Specifications for the Equipment, Software and services**

<b>SNo</b>	<b>Particulars</b>	<b>Score</b>
<b>1</b>	<b>Digital Certificate Lifecycle Management Solution (Minimum Specifications)</b>	<b>100</b>
<b>a</b>	<b>Platform support</b>	<b>10</b>
1	Solution Software must support Windows Server 2016/2019, CentOS 8, Red Hat Enterprise Linux 8, SUSE Linux Enterprise Server 15.1, OpenSUSE Leap 15 operating systems	2
2	Solution Software must support Microsoft SQL 2019, Oracle 19C, PostgreSQL 12, MySQL 8.0, MariaDB 10.x, SQLite 3.31 and Azure SQL databases.	2
3	Solution must support LDAP v3 directories for distributing certificates and CRL's.	1
4	A High Availability configuration should be supported with redundancy throughout the server systems.	1
5	The solution must be properly scalable up to 2 million of users.	1
6	There should be a mechanism for monitoring, such as SNMPv3/Syslog and Ping request.	2
7	Each component should create Operation logs and signed audit logs, error logs with configurable log level and a well-defined syntax.	1
<b>b.</b>	<b>CA features</b>	<b>18</b>
1	It should be possible to run any number of CAs in any hierarchy in the same system. The CAs should possibly have different CA policies.	1
2	It should be possible to assign registration officers to individual CAs or user domains and visibility/ usability of user data should be limited to assigned CA or user domain	1

3	The CA should be able to publish CRLs and certificates in any number of distribution points using LDAP/HTTPS protocol. The publication address must be configurable for each CA.	1
4	CRLs should be supported with configurable format, issuing period etc. Mechanism should be in place for publishing revoked certificates on real time basis/ occurrence.	1
5	Certificate and CRL formats should be supported according to RFC 5280 and RFC3739(qualified certificates)	1
6	Attribute certificates should be supported according to RFC 3281	2
7	Cryptography support: RSA, RSASSA-PSS and ECDSA should be supported with SHA-2 of 256, 384 and 512. Hashing algorithms should be supported with key lengths as SHA-1, SHA-224, SHA-256, SHA-384, and SHA-512. Support for end users keys with ECDSA and Edwards curves. CA certificates: CA signatures EdDSA: Ed25519 and Ed448.	1
8	Key Algorithms must support RSASSA-PSS, Edwards curves Ed25519, Ed448, X25519 and X448 keys.	2
9	The CA must support Secure key injection protocol (SKIP) that enables end to end protection of server generated key pairs for constrained devices/ servers.	2
10	The CA must support butterfly cryptography to achieve high performance and low network load	2
11	End entity key Management: It should be possible to encrypt, archive and recover end entity private keys (typically encryption keys) for the CA platform proposed and external CA's.	2
12	Support integration with multiple HSMs (over PKCS#11 and JCE) for storing CA private keys and all other system keys in same instance.	2
c.	<b>CA Management</b>	<b>10</b>
1	The product must offer centralized, secure Management of CAs, policies and configuration data with GUI support.	1

2	CA key Management, Root-CA and Sub-CA certification, CA policy Management: It should be possible to manage any number of CAs in any hierarchy in the same system. The CAs should possibly have different CA policies and should be able to define individual policy for each CA	1
3	It should be possible to define the CA policies with high granularity: certificate and CRL formats and contents, validity, revocation services (OCSP and/or CRL and/or delta CRL, distribution point address), algorithms.	1
4	Cross certification should be supported in both directions: internal CA to certify external CA and vice versa in PKCS#10 procedures.	2
5	Policies for CA, end entity certificates and CRLs (validity, certificate formats and contents, algorithms etc.) should be defined with high granularity for maximal flexibility. It should be possible to add private extensions.	1
6	Ability to automate (via scripts) the creation of procedures, policies and profiles in the CA system	2
7	Ability to populate values for the certificate's fields and extensions from parameters sent through web services.	2
d.	<b>Certificate Management interfaces</b>	<b>12</b>
1	The solution must have powerful SOAP and REST based API supporting certification, revocation, suspension, resumption, renewal of certificate, certificate public key information fetching etc. with reasonable security controls based on TLS protocol and token authentication.	2
2	The solution must support SDK - client API with Registration, authorization, all registration functions should be available	2
3	SCEP should be supported. Only authorized (registered) SCEP devices should be granted with a certificate. Renewal over SCEP should be possible without an additional registration. It should be possible to run different SCEP services for different CAs.	1
4	CMP should be supported – System should support certificate enrolment part of Certificate Management Protocol (CMP) v2 as per RFC 4210, 4211.	1

5	Must support not just EST– Enrolment over Secure Transport as per RFC 7030 and also EST over secure CoAP, IETF draft (draft-ietf-ace-coap-est)	2
6	ACME - Automatic Certificate Management Environment, RFC 8555.	2
7	CMC- Certificate Management over CMS, RFC 5273	1
8	Should support Windows Enrolment Proxy (WinEP) that facilitates enrolment to Microsoft Windows clients through native protocols.	1
e.	<b>Administrator Credential Management</b>	<b>10</b>
1	The system must support storing keys and certificates on smart cards prepared with the card profiles in accordance with ISO/IEC 7816-15:2004, smart USB token, in PKCS#12 files and import them into the Windows certificate store of the end user device.	1
2	The system must support generating certificates based on PKCS#10 requests and smartcard/ token issuance	1
3	The system must support delegated certificate issuing, revocation, renewal, temporary replacement, permanent replacement, PIN unblocking with PUK, PIN reset, and PIN change should be possible at remote clients in a secure way.	2
4	Smart card and token products of leading OEMs/ Vendor must be supported and lock-in must be prevented by multiscard/ token support	2
5	The content of smart cards / tokens and other credential forms should be configurable, e.g. number and purpose of certificates, key length, validity etc.	1
6	During certification and smart card/ token issuing, it must be possible search and retrieve user data from one or more LDAP type of directories.	1
7	Must support the administration of CA via both tightly integrated Java based thick client and centralized web-based GUI	2
f.	<b>Security</b>	<b>10</b>

1	With GUI support, it should be possible to define roles with various permissions (CA Management, end entity Management, audit, registration, publication, revocation, key recovery, etc.) and assign users to role. Access to data and services should be controlled according to the roles.	1
2	Admin Users are required to authenticate with certificate-based strong two-factor authentication	2
3	All relevant user actions (e.g. registration, certification, revocation etc.) should be logged in a digitally signed revision safe audit trail (transaction log), which is audit-able. Relevant actions require commitment signatures of the user(s). Critical actions (e.g. CA Management) require commitment signatures of more than one officer.	2
4	All system credentials should be confidentiality and integrity protected.	1
5	All system configuration should be integrity protected.	2
6	All sensitive tasks should require 4-eyes-principle	2
g.	<b>Scalability and Reliability</b>	<b>8</b>
1	Should be scalable to at-least 100 of hosted CA on single instance with support to multiple concurrent HSMs	2
2	Should support Production rate of at-least 10,000 certificates requests per second.	2
3	Should support Active-Active or Active-Passive type of high availability ensuring sub components that can be multiplied to match performance and fault tolerance needs.	2
4	Should allow distributing Certificate Management services (certificate issuance system, Key generation system, CRL generation system, LDAP distribution system and Database connecting system) to different physical/logical servers for greater scalability	2
h.	<b>Interoperability</b>	<b>22</b>
1	Support for all relevant PKIX standards PKCS #1, #5, #7, #8,#9, #10, #11, #12, #15	1
2	Must support X.509/RFC 3280/RFC 5280/RFC 6818 certificates, configurable profiles.	1
3	Must support Common PKI (alias ISISMTT) v2.0 private extensions, private attributes and optional SigG-Profile.	2
4	Must support Certificate Transparency Recertificate as per RFC 6962	2

5	Must be compliant to issuing IEEE 1609.2 based certificates for CAs, sub CAs and end-entities	2
6	Must support PKIX and ETSI Qualified Certificates.	2
7	Must support PSD2 Qualified Certificates, as specified in ETSI TS 119 495.	2
8	Must support OpenPGP V4 keys and certificates as per RFC 4880 and Extended Validation certificates.	2
9	Support Cross certification and CA hierarchies with all major CA vendors and service providers.	2
10	Must support reverse proxy between CM clients (both SDK and thick clients) and the CM server. The SDK proxy can be used to prevent exposing the certificate issuance system being directly to external client.	2
11	CA must support Certificate Linting Capability for conformity with RFC 5280 and CA/B baseline requirements.	2
12	CA must support Metrics reporting: Metrics related to certificate issuance events should be provided from CM to show current activity of the system using dash board functionalities.	2
<b>2</b>	<b>OCSP Specification</b>	<b>20</b>
1	CA SHALL operate OCSP capability to provide a response time of ten seconds or less under normal operating conditions	2
2	OCSP responses MUST be signed by an OCSP Responder whose Certificate is signed by the CA or its sub CA that issued the Certificate whose revocation status is being checked	1
3	OCSP request and response messages shall be properly structured and handled according to RFC 2560 and RFC 6960.	1
4	OCSP responder must support OCSP with Certificate Transparency.	1
5	OCSP responder must support integration with multiple CAs.	1
6	The OCSP request shall contain as a minimum the name of the CA, the certificate serial number, and the protocol version number and the response shall contain as a minimum the status information of the certificate, the validity period of the information, the certificate identifier and the time stamping information.	1
7	Caching mechanism should be supported for reducing network traffic for OCSP	2
8	Support for OCSP requests to be forwarded to remote OCSP responders.	1
9	OCSP Responder can use revocation data from several Certification Authorities (CAs). Multiple instances of responders can be configured to enable separation of different CAs to individual URLs. Alternatively, one responder URL represent all hosted CAs.	2

10	Modular validation design should allow use of different sources of revocation information. Revocation information is obtained from X.509 CRLs, complete and delta including external CA's - retrieved from LDAP directories or web servers.	2
11	The CRL profile shall be compliant with X.509 CRL v2 profile and X.509 v3 CRL extensions which is specified by RFC 5280.	1
12	The PKI solution shall support increment and splitting operations on CRLs	1
13	The PKI solution shall support Indirect CRL validations	1
14	CRLs can be pushed directly from proposed CA platform or for external CA's retrieved from LDAP directories or web servers.	2
15	OCSP responder certificate and subscriber certificates shall comply with latest version of interoperability Guidelines for Digital Signature Certificates issued under Information Technology Act	1
<b>3</b>	<b>Time Stamping Server</b>	<b>15</b>
1	CAs are required to operate Time Stamping Services as per CCA/NIXI guidelines.	1
2	The CA shall not issue a Time stamping certificate other than for its own time stamping service.	1
3	Time stamp tokens shall be in compliance with RFC 3161.	1
4	The time values the Time Stamping services used in the time-stamp token shall be traceable to a Standard Time Source in India	1
5	The Timestamp server solution should support ESSCertIDv2, specified in ETSI 319 422	2
6	The Timestamp server should support NTP configuration to verify its local clock against UTC servers as specified in ETSI 319 421.	2
7	The Timestamp server should support validating the private key usage period from the TS signing certificate as specified in ETSI 319 421	2
8	The Timestamp server should provide filters that verifies user certificates for validation. The Filter should expect a user certificate to be sent through the chain. If no user certificate is provided, the filters should not continue and should throw an error. These filters should require SSL with client authentication enabled	3
9	The Timestamp server should scramble sensitive parameters in the configuration files	2
<b>4</b>	<b>Workflow based lifecycle management module Specifications</b>	<b>25</b>



1	The system must support standard and creation of custom work-flows unique to the organization for multiple levels of approvals with BPMN 2.0 (Business Process Model and Notation).	3
2	The system must support storing keys and certificates on smart cards, smart USB token, in PKCS#12 files or import them into the Windows certificate store of the end user device.	1
3	The content of Crypto USB Tokens, smart cards and other credential forms should be configurable, e.g. number and purpose of certificates, key length, validity etc.	2
4	The system must support end-user self-service functions for credential management tasks that can be performed by end users: PIN change, PIN unblocking, issuing, revocation, renewal, replacement as reasonable for different credential types (smart cards, PKCS#12 file, etc.)	2
5	It should be possible to notify users (managers and end users) about tasks they should do due to various events, like if their certificates are about to expire, they receive new credentials, etc. If applicable, notifications should include an URL to visit the appropriate service resource. Notifications should be optionally repeated until the user does not perform the required action or the time period for acting expires.	2
6	The system must be capable of checking expiry of certificates issued and notify the users and administrators accordingly.	2
7	The system must allow administrators to handle user rights and role management.	1
8	The system must allow administrators to create templates for queries, reports, filters, and statistics.	2
9	The system must integrate with Active Directory and other corporate directories via LDAP v3 as data source and for batch synchronization to do scheduled import of user/device data from central repository like AD/ITSM system.	2
10	The Solution should support contactless PKI cards together with the Mobile PKI app using NFC (near field communication). This will help address use cases where shared mobile devices are being used and individual users can use their contactless PKI card to identify and securely authenticate to the shared mobile device.	2
11	The system must support common smart card middleware, including Nexus Personal Desktop Client and other third-party vendors.	2
12	The system must support integration with third party systems via JDBC, CSV and SCIM.	2
13	The system must be able to pre-register servers/devices details and should be able to blacklist/ whitelist entities for the automated issuance/management of device/server certificates	2
<b>5</b>	<b>Secure Access</b>	<b>30</b>

1	The proposed solution should have the option to login using multi factor Authentication such as PKI and One Time Passwords to log in as Operator/Administrator to manage devices in CMS.	3
2	The solution should have a built-in Versatile Authentication Server (i.e. one server that provides different Authentication methods including PKI and OTP soft-tokens)	2
3	The solution should provide PKI soft tokens that can be installed on mobile phones such as iOS and Android.	2
4	The solution should provide soft tokens that generates One-Time-Passwords (OTP).	2
5	The solution should provide soft tokens that authenticate users based on a Challenge-Response algorithm.	2
6	The solution should provide Out-of-Band (OOB) Authentication via SMS and Email	2
7	The solution should provide OOB authentication with session binding.	2
8	The solution should provide OOB authentication using alphanumeric OTPs. The length and the characters of the OTP should be configurable.	2
9	The Solution should support Google Authenticator and Microsoft Authenticator software tokens for generating One Time Passwords.	2
10	The PKI Software tokens should support the inbuilt Biometric capabilities of the mobile phones such as fingerprint ID and faceID.	2
11	The browser-based tokens should support all browsers like IE, Chrome, Firefox, Safari, and other mobile browsers.	2
12	The solution should be able to interoperate with other RADIUS servers	2
13	The solution should be compliant to the OATH reference architecture	2
14	The solution should support Identity Federation including both SAML v2 and Microsoft ADFS (Active Directory Federation Services)	2
15	The Solution should support OpenID Connect (OIDC).	1
<b>6</b>	<b>Data Privacy Functions</b>	<b>10</b>
1	To assist organizations to fulfill GDPR requirements, it should be possible to remove subject personal data from the CM database.	2
2	Before removing user information, certificates that belongs to the user must be revoked	2
3	There should be control mechanisms on the server that ensures that revocation has been done before any subject data can be removed	2

4	By use of SDK expired certificates and Audit Log records associated with the original certificate request should be removed from the database as well, for example after expiry of the certificate	2
5	A new CM officer role should enable use of the subject removal functions.	2

## Specifications for Servers

### Physical specifications

Features	Description
Dimensions	<b>SFF Drives:</b> 8.73 x 44.54 x 67.94 cm (3.44 x 17.54 x 26.75 in)
	<b>LFF Drives:</b> 8.73 x 44.54 x 73.02 cm (3.44 x 17.54 x 28.75 in)
Weight (Approximate)	Minimum 8-SFF chassis with 1x SFF HDD and 7 HDD blanks, 2x Drive Bay blanks, 1x processor including standard heatsink, 1x power supply (Plus blank), 1x Smart array, 1x Riser installed <b>Maximum:</b> 19.5 kg (43.00 lb) <b>Minimum:</b> 14.9 kg (32.75 lb)
	Maximum 12-LFF hard drives (No rear drives), 2x processors, 2x power supplies, 1x Smart array, 2x Risers installed <b>Maximum:</b> 24.5 kg (54 lb) <b>Minimum:</b> 17.1 kg (37.75 lb)

### Electrical specifications

Features	Description
Rated voltage line	<ul style="list-style-type: none"> <li>• <b>For 1600 W (Platinum) power supply:</b> 200 to 240 V ac</li> <li>• <b>For 800 W (Titanium) power supply:</b> 200 to 240 V ac</li> <li>• <b>For 800 W (Platinum) power supply:</b> 100 to 240 V ac</li> <li>• <b>For 800 W (Universal) power supply:</b> 200 to 277 V ac</li> <li>• <b>For 800 W (-48 V dc) power supply:</b> (-40) to (-72) V dc</li> <li>• <b>For 500 W (Platinum) power supply:</b> 100 to 240 V ac</li> <li>• <b>For 1600 W (-48 V dc) power supply:</b> (-40), (-72) V dc</li> </ul>

**BTU  
Rating (Maximum)**

- **For 1600 W (Platinum) power supply:**
  - 5918 BTU/hr (at 200 V ac)
  - 5888 BTU/hr (at 220 V ac)
  - 5884 BTU/hr (at 240 V ac)
- **For 800 W (Titanium) power supply:**
  - 2905 BTU/hr (at 200 V ac)
  - 2899 BTU/hr (at 220 V ac)
  - 2893 BTU/hr (at 240 V ac)
- **For 800 W (Platinum) power supply:**
  - 3067 BTU/hr (at 100 V ac)
  - 2958 BTU/hr (at 200 V ac)
  - 2949 BTU/hr (at 240 V ac)
- **For 800 W (Universal) power supply:**
  - 2964 BTU/hr (at 200 V ac)
  - 2951 BTU/hr (at 230 V ac)
  - 2936 BTU/hr (at 277 V ac)
- **For 800 W (-48 V dc) power supply:**
  - 2983 BTU/hr (at (-40) V dc)
  - 2951 BTU/hr (at (-48) V dc)
  - 2912 BTU/hr (at (-72) V dc)
- **For 500 W (Platinum) power supply:**
  - 1902 BTU/hr (at 100 V ac)
  - 1840 BTU/hr (at 200 V ac)
  - 1832 BTU/hr (at 240 V ac)
- **For 1600 W-(48 Vdc) power supply:**
  - 6026 BTU/hr (at -40 Vdc)
  - 6000 BTU/hr (at -48 Vdc)
  - 5989 BTU/hr (at -72 Vdc)

<p><b>Rated steady-state power</b></p>	<ul style="list-style-type: none"> <li>• <b>For 1600 W (Platinum) power supply:</b> <ul style="list-style-type: none"> <li>○ 1600 W (at 240 V ac)</li> <li>○ 1600 W (at 240 V dc) for China only</li> </ul> </li> <li>• <b>For 800 W (Titanium) power supply:</b> <ul style="list-style-type: none"> <li>○ 800 W (at 200 V ac)</li> <li>○ 800 W (at 240 V ac)</li> <li>○ 800 W (at 240 V dc) for China only</li> </ul> </li> <li>• <b>For 800 W (Platinum) power supply:</b> <ul style="list-style-type: none"> <li>○ 800 W (at 100 V ac)</li> <li>○ 800 W (at 240 V ac)</li> <li>○ 800 W (at 240 V dc) input for China only</li> </ul> </li> <li>• <b>For 800 W (Universal) power supply:</b> <ul style="list-style-type: none"> <li>○ 800 W (at 200 V ac)</li> <li>○ 800 W (at 277 V ac)</li> </ul> </li> <li>• <b>For 800 W (-48 V dc) power supply:</b> <ul style="list-style-type: none"> <li>○ 800 W (at (-40) V dc)</li> <li>○ 800 W (at (-72) V dc)</li> </ul> </li> <li>• <b>For 500 W (Platinum) power supply:</b> <ul style="list-style-type: none"> <li>○ 500 W (at 100 V ac)</li> <li>○ 500 W (at 240 V ac)</li> <li>○ 500 W (at 240 V dc) input for China only</li> </ul> </li> <li>• <b>For 1600 W (-48 V dc) power supply:</b> <ul style="list-style-type: none"> <li>○ 1600 W (at -40 V dc)</li> <li>○ 1600 W (at -72 V dc)</li> </ul> </li> </ul>
<p><b>Maximum peak power</b></p>	<ul style="list-style-type: none"> <li>• <b>For 1600 W (Platinum) power supply:</b> <ul style="list-style-type: none"> <li>○ 1600 W (at 240 V ac)</li> <li>○ 1600 W (at 240 V dc) for China only</li> </ul> </li> <li>• <b>For 800 W (Titanium) power supply:</b> <ul style="list-style-type: none"> <li>○ 800 W (at 200 V ac)</li> <li>○ 800 W (at 240 V ac)</li> <li>○ 800 W (at 240 V dc) for China only</li> </ul> </li> <li>• <b>For 800 W (Platinum) power supply:</b> <ul style="list-style-type: none"> <li>○ 800 W (at 100 V ac)</li> <li>○ 800 W (at 240 V ac)</li> <li>○ 800 W (at 240 V dc) input for China only</li> </ul> </li> <li>• <b>For 800 W (Universal) power supply:</b> <ul style="list-style-type: none"> <li>○ 800 W (at 200 V ac)</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ 800 W (at 277 V ac)</li> <li>● <b>For 800 W (-48 V dc) power supply:</b> <ul style="list-style-type: none"> <li>○ 800 W (at (-40) V dc)</li> <li>○ 800 W (at (-72) V dc)</li> </ul> </li> <li>● <b>For 500 W (Platinum) power supply:</b> <ul style="list-style-type: none"> <li>○ 500 W (at 100 V ac)</li> <li>○ 500 W (at 240 V ac)</li> <li>○ 500 W (at 240 V dc) input for China only</li> </ul> </li> <li>● <b>For 1600 W (-48 V dc) power supply:</b> <ul style="list-style-type: none"> <li>○ 1600 W (at -40 V dc)</li> <li>○ 1600 W (at -72 V dc)</li> </ul> </li> </ul>
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### Environmental specifications

Feature	Description
<b>System inlet temperature</b>	<b>Standard operating temperature</b> <ul style="list-style-type: none"> <li>● 10° to 35°C (50° to 95°F) at sea level with an altitude derating of 1.0°C per every 305 m (1.8°F per every 1000 ft) above sea level to a maximum of 3050 m (10,000 ft), no direct sustained sunlight</li> <li>● Maximum rate of change is 20°C/hr (36°F/hr)</li> <li>● The upper limit and rate of change may be limited by the type and number of options installed</li> <li>● System performance during standard operating support may be reduced if operating with a fan fault or above 30°C (86°F)</li> </ul>
	<b>Non-Operating:</b> (-30°) to 60°C ((-22°) to 140°F). Maximum rate of change is 20°C/hr (36°F/hr)
<b>Relative humidity (Rh)</b>	<b>Operating:</b> 8% to 90% - Relative humidity (Rh), 28°C maximum wet bulb temperature, non-condensing
	<b>Non-Operating:</b> 5 to 95% relative humidity (Rh), 38.7°C (101.7°F) maximum wet bulb temperature, non-condensing
<b>Altitude</b>	<b>Operating:</b> 3050 m (10,000 ft). This value may be limited by the type and number of options installed. Maximum allowable altitude change rate is 457 m/min (1500 ft/min)
	<b>Non-Operating:</b> 9144 m (30,000 ft). Maximum allowable altitude change rate is 457 m/min (1500 ft/min)
<b>Acoustic noise<sup>1</sup></b>	Listed are the declared A-Weighted sound power levels (LWAd) and declared average bystander position A-Weighted sound pressure levels (LpAm) when the product is operating in a 23°C ambient

environment. Noise emissions were measured in accordance with ISO 7779 (ECMA 74) and declared in accordance with ISO 9296 (ECMA 109). The listed sound levels apply to standard shipping configurations. Additional options may result in increased sound levels. Please have your HPE representative provide information from the HPE EMESC website for further technical details regarding the configurations listed below		
<b>Idle</b>		
LWAd	4.8 B Entry 4.4 B Base 4.6 B Perf	
LpAm	37 dBA Entry 31 dBA Base 31 dBAPerf	
<b>Operating</b>		
LWAd	4.8 B Entry 4.4 B Base 4.6 B Perf	
LpAm	<ul style="list-style-type: none"> <li>• 37 dBA Entry</li> <li>• 31 dBA Base</li> <li>• 31 dBAPerf</li> </ul>	

**Safety certifications**

Feature	Description
Emissions Classification (EMC) - Regulatory information	To view the regulatory information for the product, view the safety and compliance information for Server, Storage, power, Networking, and rack products, available at the Hewlett Packard Enterprise support center:

# Specifications for Fiber Transmission 19” Smart Rack

## Overview

GE’s Smart Rack Card Cage is now IFS Smart Rack Card Cage provides an efficient method of maximizing rack space for high-density module installation. The Unit meets standard EIA 19’ mounting specifications and has 17.1inch slots to accommodate a combination of communication modules, the IP Web Services network module and power supplies. The system can be populated with up to 14.1inch modules or seven 2-inch modules when one power supply is used.

## High Fault –tolerant Redundancy

Power is provided by a separate DFR-PS1 power supply which is designed to fit into the IFS Smart Rack and can easily handle the current load of a fully populated card cage. For mission critical applications, a second DFR-PS1 power supply can be installed into the IFS Smart Rack to provide for a high fault tolerant redundant power system design. In this configuration both power supplies share the power demands of the system by operating at half power. This allows the system to run cooler and more efficient thus extending the performance and reliability of the system. If for any reason one PSU fails, the remaining PSU will deliver the full power load required to maintain operation of the system.

## Easy Platform Migration

The IFS Smart Rack provides backwards compatibility with the IFS “R3” module series through optional adaptors allowing for retention of investment of existing IFS equipment and providing a smooth adoption of existing IFS modules when migrating to the Smart Rack platform.

## Optional IP Web Services

An optional Web Services Network Communication Module provides integration of analog systems into an IP environment. The IFS Smart Rack 30-pin backplane not only provides power but also communication of over 18 different health and status conditions of both rack-mounted and field installed devices within the system. The system can be monitored with a browser based interface locally over an IP network or remotely over the internet. For more information regarding the options see the DFR-NETC data sheet.

## Standard Features

### Installation

- Meets EIA 19” mounting standards
- Provides for efficient high-density module installation
- Integrated power and communication backplane
- Hot swappable module change out
- Supports IFS”-R3” module integration with optional adaptors.

### Power system and Monitoring



- Supports 110 – 240 VAC power
- Single or redundant power supply operation
- Power supply alarm outputs for failure condition notification

#### **Optional Network Module**

- Provides integrated IP web services
- Simple browser-based programming and management
- Monitors the status of over 18 critical operating parameters
- Secure access control and operational level authentication
- Built-in system reporting tools
- Scalable with no software licensing required

#### **Warranty**

Comprehensive Lifetime Warranty

#### **Specifications of Web Application Firewall**

Office of CCA wishes to Deploy Web Application Firewall, for the websites for Office of CCA, which will provide top-notch protection, ensuring continuity and high availability of Web applications while reducing security risks. The Web Application Firewall should not only detect the complex Web application attacks of today, but also blocks the attack traffic in real time without affecting the normal flow of business data traffic. It should give wide-range of protection against all internet attack types including SQLi, XSS, and XXE, as well as against HTTP Request Splitting, Clickjacking, and complicated client-side attacks (DOM-based XSS).

The Web Application Firewall should have the following Facilities

#### **Continuous, real-time protection**

Instead of applying the classical signature method, Array Networks WAF analyzes network traffic, Logs and users' actions, creating and constantly maintaining an all-time statistical model of the application during normal operation. It uses this model to detect abnormal system behavior. Together with other protection mechanisms, this ensures zero-day attacks are blocked without any special adjustment needed within the client.

#### **Focus on major threats**

Array Networks WAF automatically detects attack chains—from spying to data theft or back door setup. Instead of security specialists working through thousands of potential attacks, they receive alerts on only the most serious risks.

## **Advanced L7 DDoS Protection**

On the basis of application stress metrics (RPS, response time, and errors rate), Array Networks WAF not only detects L7DDoS attacks but can also predicts and prevents them. DDoS attacks are predicted, and security engineers are notified so that they can proactively implement the action plan without any business disruption. Array WAF's extended range of features eliminates the need for third-party DDoS L7 monitoring tools.

## **Bot Mitigation**

The automatic profiling of user behavior allows quick detection of automated attacks. But, because Array's WAF does not block search bots, it doesn't prevent sites being indexed.

## **Data Leakage Prevention**

Array Networks helps all the outbound traffic to be monitored. The sensitive data is blocked(masked) automatically, without any interference of humans.

## **Maximum confidentiality for end-user data**

Administrators create special rules to detect sensitive data such as payment card numbers, passport information, insurance details, etc Furthermore, rules can be used to mask the information from third parties or even from administrators using Array's WAF itself.

## **Proactive defense**

Proactive defense of queries, data, and cookies allows blocking attacks such as CSRF, even if the developers have overlooked the necessary security tools.

## **Effective integration**

Effective integration into one's company's Information security management system that in turn helps to provide advanced multilayer protection.

## **Protection against security by pass**

Array WAF ensures protection from the majority of fire wall by pass methods including HPC( HTTP Parameter Contamination),HPP( HTTP Parameter Pollution).

## **Compliance with PCIDSS**

Compliance with PCIDSS and other international, national, and corporate security standards. Array Networks Web Application Firewall™ uses a multilayer defense scheme with many

specialized modules to provide precise and impenetrable protection of web, mobile, and ERP applications.

## Modules & Engines

- **User Tracking** permits the administrators to analyze session data as well as the geolocation of the user account that helps to get access to the protected application. Furthermore, Array Networks WAF™ can detect multiple unsuccessful login attempts and link such incidents together to quickly identify and block brute-force attacks.
- **Web Engine** is used for rapid verification of susceptibilities probed by attackers. It is considered as a built-in Dynamic Application Security Testing (DAST) module for active finger printing of application components (CMS, Frameworks, Libraries).
- **Passive Scan** passively fingerprints application components (CMS, Framework, Libraries, etc.) and detects known (CVE-based) susceptibilities and data leakage.
- **Normalization** helps rebuilds HTTP data and headers according to backend web application finger prints (Webserver, Language, Frameworks) to prevent protection bypass by HPP, HPC, and other data manipulation attacks.
- **Third-party Integration:** Array Networks WAF not only uses built-in AV engine and sensitive data detection rules but can also be integrated with external antivirus and DLP solutions for industrial protection. To fight massive DDoS attacks, Array Networks WAF can report the bots' IP-addresses to external anti-DDoS solutions, such as Arbor.
- **Ruleengine** allows the creation of custom rules, including for all known CVE susceptibilities. With additional geolocation tuning, it supports the creation of blocking rules and exclusions based on particular geolocations, providing targeted protection against attacks from specific areas.
- **WAF.js** is a JavaScript module for protection against client-side attacks (XSS, DOMXSS, DOMClobbering, CSRF). It runs in the user's browser every time a protected page is opened. The module also protects against robot programs of varying degrees of complexity, even those that can execute Java Script by emulating the browser. WAF.js also detects hacking tools that are launched by clients when accessing the protected application.
- **Heuristics. Based** on self-learning artificial intelligence algorithms, Array Networks WAF regularly tracks request attributes to detect known and unknown attacks.
- **Correlation** helps to reduce the number of alerts and to highlight important incidents based on application finger prints, vulnerabilities, user tracking, and attack history. This also builds attack chain metrics to simplify forensics.
- **Data masking** ensures the confidentiality of end-user data such as payment card numbers, passport data, insurance details, etc. It also supports web applications to continue functioning

normally until any minor defects detected in them have been fixed.

## **Network Functions Platform**

The Web Application Firewall Platforms should host multiple Array and 3rd-party virtual appliances, providing the agility of cloud and virtualization with the guaranteed performance of dedicated appliances. It can host up to 32 fully independent virtual appliances (VAs) including Array load balancing, SSLVPN, WAN optimization and WAF as well as 3rd-party VAs from leading networking and security vendors.

Designed with managed service provider and enterprises in mind, the WEB APPLICATION FIREWALL Series enables data center consolidation without sacrificing the agility of cloud and virtualization or the performance of dedicated appliances. Uniquely capable of assigning dedicated CPU, SSL, memory and interface resources per VA, the WEB APPLICATION FIREWALL Platform is should be stop solution to deliver guaranteed performance in shared environments.

## **Deployment Options**

Array Networks Web Application Firewall should be able to be deployed as a virtual function on the Web Application Firewall hardware appliance. Listed below are the modes as to how Array Networks Web Application Firewall can be deployed:

### **IN-LINE MODE**

The in-line mode consists of three deployment schemes:

- Reverse Proxy
- Transparent Proxy
- L2 Bridge (detection mode only)

Traffic is routed through Array Networks Web Application Firewall, that dynamically detects and prevents attacks. Administrators can easily and quickly switch between Transparent Proxy and L2 Bridge via the Array WAF web interface.

### **MIRROR MODE**

A router mirrors traffic to Array Networks Web Application Firewall, which then detects potential threats and alerts your existing security systems.

### **OFF-LINE MODE**

Array Networks Web Application Firewall examines logs for evidence of previous attacks for forensic analysis.

## Setup and Configuration

The listed capabilities help Array Networks WAF to set up and configure in no time.

1. **Standard WSC wizards and convenient interface:** Administrators can use standard CLI scenarios and Array Networks WAF's intuitive web interface in order to finalize deployment settings.
2. **Automatic detection of protected resources:** While utilizing Transparent Proxy, Bridge, and Mirror deployment modes administrators don't have to remember all protected resources as they are detected automatically. After the preliminary product set up is complete, the UI displays information about all protected applications.
3. **Flexible security policies:** Array Networks WAF includes pre-defined security templates which in turn helps administrators to quickly setup required security policies that are defined as:
  - i. By level of security (high, middle and low)
  - ii. By hierarchy (a general policy for multiple apps or individual policies for each separate app)
  - iii. By function (allowing different policies to be applied to each part of an app such as the public-facing elements, personal account, administration interface, etc.)
4. **Flexible settings within security policies:** Array Networks WAF includes a unified base of rules i.e. Automatically applied to all security policies. Administrators can also apply several other system actions like blocking or logging to each rule, depending on the criticality of the protected application. This means administrators can control the level of Array Networks WAF protection at a granular level while significantly reducing the time and effort required for such fine-tuning.
5. **Auto-restore for system configuration:** If the system configuration fails, previously saved settings can be automatically restored. All the manual efforts reduced here.
6. **Ability to specify stored data length:** There is no need to store all data if certain parameters are of little long-term value. Administrators can specify which parts of lengthy data (Request POSTD ata, Matched arguments value, Request/Response headers should be stored.

Lastly, Array Networks WAF offers in-depth fine-tuning capabilities to meet the needs of any kind of

security hierarchy:

- Each apporset of apps can be protected by one or many policies
- Each policy or set of policies can be regulated by one or many rules
- Each rule or set of rules can trigger one or many actions
- Once all the settings are configured, they can be saved as a template for future use, eliminating repetitive configuration tasks.
- High Performance and Availability

Array Networks WAF is designed keeping the high availability in mindtha the lptodeploy inactive-active or active -passive mode. Enterprises can be nefit from the kernel load balancing built-into Array Networks WAF, as well as using an external load balancer.

- **Active-Active High Availability:** Active-Active cluster can be integrated with external load balancers. It helps creating a highly-performant and reliable application.
- **Active-Passive High Availability:** Active-Passive cluster supports two-node operations with built-in load balancing. It can be integrated with external load balancers.

## Product Specifications

Server supplied			
Hosted VNF/VAs	1, 2, 4 or 8 (16 without performance guarantee)		
Max.L4 Throughput	40G		
Max.SSLTPS	40K		
Max. ECCTPS	28K		
#of CPU Cores	4(8vCPUs)		
#of Cryptographic Engines	144		
RAM	64GB		
HDD	2TB(4TBoption)		

<b>1GbE(copper)</b>	4		
<b>10GbEFiber(SFP+)</b>	4		
<b>40GbE Fiber(QSFP+)</b>	-		
<b>Power Supply</b>	DualPower:100-240VAC,5-3A,47-63Hz		
<b>Typical Power Consumption(W)</b>	174		
<b>BTUs/Hour</b>	484		
<b>Environmental</b>	Operating Temperature: 0° to 45°C, Humidity:0%to90%, Non-condensing		
<b>Regulatory Compliance</b>	ICES-003, EN55024, CISPR22, AS/NZS3548, FCC, 47FRpart15ClassA, VCCI-A		
<b>Safety</b>	CSA, C/US, CE, IEC60950-1, CSA60950-1, EN60950-1		
<b>Support</b>	Gold, Silver and Bronze Level Support Plans		
<b>Warranty</b>	1YearHardware,90DaysSoftware		

## Technical Specifications of Load Balancer

### Attributes

Memory	256GB
EthernetPorts <sup>1</sup>	8x100GEQSFP28

### Performance

System Throughput (Gbps)[L4/L7Throughput]	200
L4/L7HTTPRequests/sec	5,500,000
SSL Transactions/sec (2KKeyCertificates) <sup>2</sup>	125,000
ECDHE Transactions/sec	58,000
SSL Throughput (Gbps)	60

Compression Throughput (Gbps)	18
ICAProxy/SSLVPNConcurrentUsers	20,000
Included Instances, Maximum Instances (on SDX Platforms)	115,115

**Mechanical, Environmental and Regulatory**

Power Supplies	2
Input Voltage, Frequency Range	100-240VAC full range,50-60Hz
Optional DC Power Supply	Yes
Power Supply	1000W
Typical, Max Power Consumption	429W, 556W
Weight(lbs)	48
Height	2U
Depth	71.1cm(28in)
Operating Temperature	0-45°C(32-113°F)
Allowed Relative Humidity	5%-95%,Non-condensing



**For the full Duplex Should have the Following specifications**

**Should be Fully Manageable Switch**

100 to 2,000. Spline.™ ...

- 100 to 10,000. Layer2 / MLAG. The L2LS network design is a two-tier architecture comprising of two spine switches and one or more Top-of-Rack (ToR) leaf switches. ...
- 100 to 100,000 + Layer3 / ECMP. ...
- 100 to 100,000 + L2 over Layer 3 VXLAN.

**Technical Specifications For the full Duplex Switch**

**Should be Fully Manageable Switch**

100 to 2,000. Spline.™ ...

- 100 to 10,000. Layer2 / MLAG. The L2LS network design is a two-tier architecture comprising of two spine switches and one or more Top-of-Rack (ToR) leaf switches. ...
- 100 to 100,000 + Layer3 / ECMP. ...
- 100 to 100,000 + L2 over Layer 3 VXLAN.

<b>Technical Specifications SAN Storage - Specifications</b>	
<b>System specifications</b>	
<b>Specification</b>	<b>Description</b>
<b>Array</b>	
Access type	Block
Form factor	2U, Small Form Factor (SFF) or Large Form Factor (LFF)
Number of controllers per array	2
Number of host ports per array	4
FC Host connectivity	8Gb
iSCSI Host connectivity	1Gb or 10Gb
SAS Host connectivity	6Gb or 12Gb
Max Read cache per array	4TB
Pool capacity (With Large pool support)	562TB (512 TiB)
RAID Levels supported	RAID 1, 5, 6, 10
<b>Enclosures</b>	
Expansion drive enclosures	0-3 Enclosures

LFF/SFF Array/ enclosure mixing	Supported
Maximum number of drives per array enclosure	24 SFF/12 LFF
Maximum number of drives per drive enclosure	24 SFF/12 LFF
Drive enclosure interface type	6Gb SAS
<b>Drives</b>	
Maximum total HDDs per array	96 SFF / 48 LFF
Maximum total SSDs per array	96 SFF / 48 LFF
Max raw capacity per array enclosure	76.8TB SFF / 168TB LFF
Max raw capacity per drive enclosure	76.8TB SFF / 168TB LFF
Max raw capacity per array	307.2TB SFF / 672TB LFF
<b>Drive capacities</b>	
SFF SSDs (Mixed use)	<ul style="list-style-type: none"> <li>• 800GB</li> <li>• 960GB</li> <li>• 1.6TB</li> <li>• 1.92TB</li> <li>• 3.2TB</li> </ul>
LFF SSDs (Mixed use)	<ul style="list-style-type: none"> <li>• 800GB</li> <li>• 960GB</li> <li>• 1.92TB</li> </ul>
SFF HDDs	<b>15K:</b> <ul style="list-style-type: none"> <li>• 600GB</li> <li>• 900GB</li> </ul>
	<b>10K:</b> <ul style="list-style-type: none"> <li>• 600GB</li> <li>• 1.2TB</li> <li>• 1.8TB</li> <li>• 2.4TB</li> </ul>
LFF HDDs	<b>7.2K:</b> <ul style="list-style-type: none"> <li>• 4TB</li> <li>• 6TB</li> <li>• 8TB</li> </ul>

	<ul style="list-style-type: none"> <li>• 10TB</li> <li>• 12TB</li> <li>• 14TB</li> </ul>
<b>Additional features</b>	
Maximum number of volumes	512
Maximum number of snapshots	512
Maximum number of hosts	512
Maximum number of initiators	1024
User Self-Installable	Yes
User Self-Repairable	Yes
User self-Upgradeable	Yes
File services	Yes /
User Interface	Status and activity provided via management interfaces Status indicators on front of controller
RAID Support	1, 5, 6, 10
Cache memory	6GB (4GB read/write and 2GB system) ECC protection with backup to flash memory (Indefinite backup)
Cache backup	ECC protection with back up to flash memory (Indefinite backup)
Upgradeable firmware	yes
Disk drive and enclosure protocol support	6Gb SAS - Serial Attached SCSI
Host ports	<ul style="list-style-type: none"> <li>• 2 x 8Gb fibre channel per controller</li> <li>• 2 x 1 GbEiSCSI per controller</li> <li>• 2 x 10 GbEiSCSI per controller</li> <li>• 2 x 12Gb SAS per controller</li> </ul>
Expansion port	SAS (SFF8088) 4 x lane 6Gb SAS

## Technical Specifications for Multiservice Switch

Are you looking for modern multiservice switch that supports multiple protocols?

The HPE C-series SN6640C Multiservice Switch is a flexible switch for deploying SAN extension solutions, distributed intelligent fabric services, and cost-effective multiprotocol connectivity for open systems. It offers advanced capabilities available only to director class switches. With a compact form factor and advanced capabilities, the HPE C-series SN6640C Multiservice Switch is an ideal solution for departmental and remote branch-office SANs as well as in large-scale SANs in conjunction with HPE C-series SN8700C multilayer directors. The HPE C-series SN6640C Multiservice Switch offers up to twelve 32 Gbps Fibre Channel ports, four 1/10, and one 40 Gigabit Ethernet IP storage services ports, in a fixed One-Rack-Unit (1RU) form factor. It connects to existing native Fibre Channel networks, protecting current investments in storage networks.

## Technical Specifications for Firewall

### Performance

FIREWALL	10,500 Mbps
TLS INSPECTION	800 Mbps
FIREWALL IMIX	4,000 Mbps
IPS	2,600 Mbps
IPSEC VPN	4,100 Mbps
NGFW	2,500 Mbps
THREAT PROTECTION	900 Mbps
LATENCY (64 BYTE UDP)	8 $\mu$ s

### Connectivity

ETHERNET INTERFACES (FIXED)	10 x GE copper	2 x SFP Fiber*
POWER-OVER-ETHERNET (FIXED)	2 x GE	802.3at (30W max. per port)
MANAGEMENT INTERFACES	1 x COM RJ45	1 x COM Micro-USB
OTHER I/O INTERFACES	1 x USB 2.0 (front)	1 x USB 3.0 (rear)
WI-FI OPTION (W-MODEL ONLY)	Wi-Fi 5 (802.11ac)	3X3:3 MIMO 3 external
ANTENNAS SINGLE RADIO, MODULARITY	2.4 or 5 GHz	

## SWAPPABLE COMPONENTS

optional 2nd power supply

### Migration Model

- Office of CCA envisages two models for the migration of the existing setup to the New System/Setup.

Model 1:

Provisioned HSM belongs to the Thales nShield family and offers feature to clone existing CA keys

Model 2:

Different HSM make, two sets of HSM will prevail – Old & New. For both cases, Centrix offers provision to configure the HSM details through web-based administration interface

Post system study, the successful bidder will adopt appropriate policies required to be configured to issuance of new certificates. If required, tools / scripts required to be provided by the Bidder to migrate data

### Please Note:

**The Specifications mentioned are the minimum required ones, Bidders will ensure that the items quoted meet WebTrust requirement and they are welcome to quote equipment/Software/Hardware which have better(more) specifications that as mentioned above.**

## **BIDDING FORMS**

### **Form 1: Bid Form (Covering Letter)**

(To be submitted as part of Technical bid, along with supporting documents)

(On Bidder's Letter-head)

To

CEO, National Internet Exchange of India (NIXI),  
9th Floor, B-Wing, Statesman House,  
148, Barakhamba Road, New Delhi 110001

Sir,

Having examined the abovementioned Tender Document, we, the undersigned, hereby submit/ submit our Technical and Financial bid (Price Schedule) for the supply of Equipment and incidental Works/ Services in conformity with the said Tender Documents.

*(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)*

#### **1) Our Credentials:**

We are submitting this bid on our behalf, registered in India under the Indian Companies Act 1956/2013 as amended. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.1 (Bidder Information).

#### **2) Our Eligibility and Qualifications to participate**

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in Form 1.2 of this bid-form. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents in Form 4: 'Qualification Criteria - Compliance.'

#### **3) Our Bid to supply of Equipment & Services:**

We offer to supply the subject Equipment of requisite specification and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted in Form 2: 'Bill of Material - Compliance' and Form 3: 'Technical Specifications - Compliance.'

#### **4) Prices:**

We hereby offer to perform the Services at our lowest prices. The prices in this offer have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor.

relating to:

- i) those prices; or
- ii) the intention to submit an offer; or
- iii) the methods or factors used to calculate the prices offered.

The prices in this offer have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

**5) Affirmation to terms and conditions of the Tender Document:**

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations and deviations.

**6) Bid Securing Declaration**

We have submitted the Bid Securing Declaration (BSD, in lieu of Bid Security) in stipulated format vide Form 7: 'Documents Relating to bid security.'

**7) Abiding by the Bid Validity**

We agree to keep our bid valid for acceptance for a period upto 75 days from bid submission, as required in the Tender Document or for a subsequently extended period, if any, agreed to by us and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

**8) Non-tempering of Downloaded Tender Document and Submitted Scanned Copies**

We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realise that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings submitted along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our Financial bid, we undertake to submit for scrutiny, on-demand by the NIXI, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

**9) A Binding Contract:**

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal contract is signed or issued, this bid, together with your P.O shall constitute a binding contract between us.

**10) Performance Guarantee and Signing the contract**

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the NIXI has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

**11) Signatories:**

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted in Form 1.1 annexed herewith. We acknowledge that our digital/digitized signature is valid and legally binding.

**12) Rights of the NIXI to Reject bid(s):**

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf  
of [name & address of Bidder and seal of  
company]



**Form 1.1: Bidder Information**

(To be submitted as part of Technical bid along with supporting Documents)

(On Company Letter-head)

(Along with supporting documents, if any)

Bidder's Name \_\_\_\_\_ [Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Tender Document No. Tender No./ xxxx

*Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bids shall be liable to be rejected as nonresponsive if Bidder's submits any wrong or misleading information and NIXI may invoke Bid Security Declaration.*

*(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)*

**1) Bidder/ Contractor particulars:**

- a) Name of the Company: .....
- b) Corporate Identity No. (CIN): .....
- c) NIXI Supplier ID .....
- d) Place of Registration .....
- e) Complete Postal Address: .....
- f) Pin code: .....
- g) Telephone nos.: .....
- h) Mobile Nos.: .....
- i) Contact persons/ Designation: .....
- j) Email IDs: .....

*Submit documents to demonstrate eligibility as per NIT-Clause 3- Certificate of incorporation/Registration attested by Company Secretary/ Authorized Signatory*

**2) Taxation Registrations:**

- a) PAN number: .....
- b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):  
.....
- c) GSTIN number: .....
- d) We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.

*Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.*

**3) Authorization of Person(s) signing the bid on behalf of the Bidder**

- a) Full Name: \_\_\_\_\_
- b) Designation: \_\_\_\_\_
- c) Signing as:

- A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or Power of attorney given on stamp paper by authorize person.

*Documents to be submitted: Power of Attorney/ Board Resolution*

**4) Bidder's Authorized Representative Information**

- a) Name:
- b) Address:
- c) Telephone/ Mobile numbers:
- d) Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated.....

Place.....

## Form1.2: Eligibility Declarations

(To be submitted as part of Technical bid)

(On Company Letter-head) (Along with supporting documents, if any)

Tender Document No. Tender No./ xxxx;

Bidder's Name \_\_\_\_\_ [Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_

*Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.*

### Eligibility Declarations

*(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)*

We hereby confirm that we are comply with all the stipulation of NIT-clause 3 and ITB-clause 3.2and declare as understand shall provide evidence of our continued eligibility to the NIXI as may be requested:

#### 1) Legal Entity of Bidder: \_\_\_\_\_

We solemnly declare that we (including our affiliates or subsidiaries or constituents):

- a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
- b) (including our Contractors/ subcontractors for any part of the contract):
  - i. Do not stand declared ineligible/ blacklisted/ banned/ debarred by Government from participation in its Tender Processes; and/ or
  - ii. Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
- c) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
- d) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti- competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

- e) We have gone through F.No.6/18/2019 – PPD dated 23rd July 2020 issued by Department of Public Procurement, Ministry of Finance, Govt. of India and certify as follows:

I hereby certify that the <<<<bidder's name>>>> :

(i) is not from such a country

or

(ii) is from such a country and has been registered with the Competent Authority in India which makes the bidder eligible to participate in this RFP. [Evidence of valid registration by the Competent Authority attached.]

I hereby certify that <<<<<bidder name>>>> fulfils all requirements in this regard and is eligible to be considered.

{Strike out inapplicable clause i.e. clause (i) or (ii)}

## 2) Make in India Status:

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

### a) Self-Certification for the category of suppliers:

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

- Class-I Local Supplier/  
 Class-II Local Supplier/  
 Non-Local Supplier.

### b) We also declare that.

- There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for the offered Services, or  
 We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Services.

## MSME Status:

Having read and understood the Public Procurement Policy for Micro and Small

Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- a) We are - Micro/ Small/ Medium Enterprise: .....
- b) We attach herewith, Udhya Registration Certificate with the Udhya Registration Number as proof of our being MSE registered on the Udhya Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
- c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):  
.....

**Penalties for false or misleading declarations:**

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that NIXI may invoke Bid Security Declaration, if any wrong or misleading self-declaration submitted by us.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

Dated.....

.....

Place.....

[name & address of Bidder and seal of company]

**Form 1.3: OEM's Authorization**

CEO, NIXI  
Statements House Building, 9<sup>th</sup> Floor  
Barakhamba Road, New Delhi-110001

Sub: Manufacture Authorization for (MAF) to M/s < Name of

Bidder>Ref: Tender No.:

This is to certify that the bidder M/s\_\_\_\_\_ (name  
of bidder) is representing us, M/s  
\_\_\_\_\_ (name of OEM) for \_\_\_\_\_  
(name of product category) for the above referred tender no.

We confirm that we have understood the delivery& installation timelines defined in the tender. We confirm that we have worked out all necessary logistics and pricing agreement with <<<Bidder Name>>> and there won't be any delay in delivery, installation and support due to any delay from our side. Our full support is extended in all respects for supply, warranty and maintenance of our products. We undertake that offered product/software in this bid are not obsolete and will not be declared end of life for next 5 (five) years beginning from the date of successful installation & acceptance and also assure that the support including spares, patches, upgrades, updates, etc. for the quoted products/software shall be available for next 5 (five) years.

In case of any difficulties in logging complaint at bidder end, NIXI will have option to directly log complaints at our call support center. We ensure that our offered equipment's are IPv6 ready from day one.

We undertake that equipment supplied by the OEM should be transferrable to any other government agency at a later date along with warranty.

M/s\_\_\_\_\_ (name of OEM) hereby certify that the products offered for this tender are not declared end of sale and if any of the product is declared end of sale during the installation and commissioning phase, it will be replaced with suitable equivalent or higher rollover product.

We also undertake that in case of default in execution of this tender by < name of bidder>, M/s <name of OEM> will provide necessary support to NIXI in identifying another partner with similar certifications/capabilities and extend support to the new partner in line of this bid. Our details are as under:

Name of the Company: .....

Complete Postal Address: .....

Pin code: .....

Telephone nos.: .....

Fax No.: .....

Mobile Nos.: .....

Contact persons/ Designation: .....

Email IDs: .....

The warranty shall be onsite replaceable warranty of the products that are listed below. I also certify that the below mentioned product being supplied by the <Name of Bidder> meets the minimum specifications given in the bid.

Sl. No.	Name of Equipment	Make & Model	Remarks (if any)

Yours faithfully,

Name & Designation of Authorize Signatory:

Signature & Seal:

Date:

Place:

[name & address of Authorize Signatory and seal of company]

**Form 2: Bill of Material - Compliance**

(on Company Official Letter Head)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_

To

CEO, National Internet Exchange of India (NIXI),  
9th Floor, B-Wing, Statesman House,  
148, Barakhamba Road, New Delhi 110001

Date.....

Ref: Tender Document No. Tender No./ xxxx; Subject: Bill of Material (BoM) Compliance  
There are no deviations (null deviations) in Bill of Material mention in Section IV in  
Tender Document. <<M/s Bidder's Name ->> certify that our proposal includes all the  
equipment & services specified in tender document.

We understand that the requirement of equipment(s) & services briefed in **Section-IV-  
Bill of Material**; we confirm that we have undertaken our own assessment for complete  
implementation of project and accordingly we have considered extra Equipment,  
software, application and services etc. (if any) will be provided by << M/s Bidder's  
Name >>>> to complete the project.

"This is to certify that our proposed bid includes all the Equipment and service  
mentioned in **Section-IV-Bill of Material** as well as other material or service based on  
self-assessment to complete the project and meets all the requirements of the tender  
document including but not limited to Scope of Work (including SLAs), Business  
Requirements and Functional Specifications/ Requirements.

In case, any equipment or software or services is found non-compliant at any stage  
during project implementation or after acceptance, it would be replaced with a fully  
compliant product/solution at no additional cost to NIXI. In case of non-adherence of  
this activity, NIXI reserves the right to cancel the contract, in case the said Contract is  
awarded to us by NIXI.

We shall comply with Warranty requirements in the Tender Document.

We further confirm that our technical and financial bid is for the entire scope of work,  
comprising all required components and our obligations, for meeting the scope of work

Yours faithfully, (Signature with date)

.....

(Name and designation)



Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of

company] Dated.....

Place.....

**Form3: Technical Specifications- Compliance**

(on Company Official Letter Head)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_

To

CEO, National Internet Exchange of India (NIXI),  
9th Floor, B-Wing, Statesman House,  
148, Barakhamba Road, New Delhi 110001

Ref: Tender Document No. Tender No./ xxxx;

Subject: **Section V- Technical Specification Compliance**

There are no deviations (null deviations) in Technical Specification mention in **Section V- Technical Specification** in Tender Document. <<M/s----->> certify that our proposal fulfil specification of each Equipment & Service specified in tender document.

We understand that the Specification of equipment(s) & services briefed in **Section V- Technical Specification**; we certify that our proposed equipment(s) & services are same or higher than the minimum technical specifications as given in the tender document.

In case, any equipment or software or services is found non-compliant at any stage during project implementation or after acceptance, it would be replaced with a fully compliant product/solution at no additional cost to NIXI. In case of non-adherence of this activity, NIXI reserves the right to cancel the contract, in case the said Contract is awarded to us by NIXI.

We further confirm that our commercial proposal is for the entire scope of work, comprising all required components, specifications and our obligations, for meeting the scope of work.

**Enclosure:- Compliance Statement of Section- V and required and relevant documents like technical data, literature, drawings, datasheets, test Reports/ Certificates and or/ or Type Test Certificates (if applicable/ necessary) with supporting documents, to establish that the Equipment and Services offered in the bid fully conform to the Equipment and Services specified by the NIXI in the Tender Document along with this compliance.**

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

[name & address of Bidder and seal of company]

**Form4: Qualification Criteria - Compliance**

(on Company Official Letter Head)

Bidder's Name\_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No.\_\_\_\_\_

To

Registrar & CPIO NIXI, 5th Floor,  
Block-I, A Wing, DMRC IT Park, Shastri Park, Delhi-110053

Ref: Tender Document No. Tender No./ xxxx;

Subject: **Section-VI- Qualification Criteria - Compliance**

*Note to Bidders: Furnish statements and documents to confirm conformity to Qualification Criteria may be mentioned/ attached here. You may attach documents as required for qualification criteria. Add additional details not covered elsewhere in your bid in this regard. Non-submission or incomplete submission of documents may lead to rejection of the bid as nonresponsive.*

Documents Attached supporting the compliance to qualification criteria in Section-VI:

Sl. No.	Document Attached, duly filled, signed, and copies self-attested
1	
2	
3	
..	

Yours faithfully, (Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated.....

Place.....

**Form4.1: Experience Statement**

**Statement of completion of Project Last five Years**  
(on Company Official Letter Head)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_

To

CEO, National Internet Exchange of India (NIXI),

9th Floor, B-Wing, Statesman House, 148, Barakhamba Road, New Delhi 110001

Ref: Tender Document No. Tender No./ xxxx;

Subject: **Section-VI- Qualification Criteria - Compliance**

*Note to Bidders: Fill up this Form your past performance highlighting their qualification to supply relevant Equipment & Services as specified in qualification Criteria of Tender Document Section-VI. Statements and Documents to the Experience Statement may be mentioned/ attached here. Add additional details not covered elsewhere in your bid in this regard.*

Order issued by (Complete address along with contact no.)	Purchase Order No. & Date	Project detail	Start Date of Project	Completion Date of Project	Project Value

**Enclosure: Relevant Document Attached.**

Yours faithfully,

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated.....

Place.....

**Form5: Terms & Conditions- Compliance**

(on Company Official Letter Head)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_

To

CEO, National Internet Exchange of India (NIXI),  
9th Floor, B-Wing, Statesman House,  
148, Barakhamba Road, New Delhi 110001

Ref: Tender Document No. Tender No;

Subject: **Terms & Conditions-**

**Compliance**

- 1) With reference to our Bid submitted against the above referred Tender no... , we hereby confirm that we comply with all terms, conditions and specifications of the Tender Documents read in conjunction with Amendment(s) / Clarification(s) (if any) issued by NIXI prior to last date of submission of bids and the same has been taken into consideration while submitting our bid and we declare that we have not taken any deviation in this regard.
- 2) We further confirm that any deviation, variation or additional conditions etc. or any mention, contrary to Bidding Documents and its Amendment(s)/ Clarification(s) (if any) as mentioned at 1.0 above found anywhere in our bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to NIXI.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

[name & address of Bidder and seal of company]

## Form 6: Check-List for Bidders

(To be submitted as part of Technical bid) (on Company Letter-head)

Bidder's Name \_\_\_\_\_ [Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Tender Document No. Tender No./ xxxx

*Note to Bidders: This check-list is merely to help the bidders to prepare their bids, it does not over-ride or modify the requirement of the tender. Bidders must do their own due diligence also.*

S.No.	Documents submitted, duly filled, signed	Yes/ No/ NA
1.	Form 1. Bid Form (to serve as covering letter and declarations applicable for both the Technical bid and Financial bid)	
2.	Form 1.1: Bidder Information along with Board Resolution/Power of attorney of authorizing signatories on stamp paper and Registration Certificates etc.	
2.a	Self-attested copy of Registration certificates etc. of the company	
2.b	Self-attested copy of PAN	
2.c	Self-attested copy of GSTIN registration(s)	
2.d	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign the bid	
3.	Form 1.2: Eligibility Declarations, along with supporting documents	
3.a	Self-attested copy of Registration certificate for bidders/ subcontractors from restricted neighboring countries, if any	
3.b	Self-attested copy of MSME registration	
3.c	Self-attested copy of Start-up registration/ status	
4.	Form 1.3: OEM's Authorization Form duly filled up	
4.a	Self-attested copy of Registration certificates etc. of the OEM	
5.	Form 2: Bill of Material – Compliance	
6.	Form 3: Technical Specifications - Compliance	
7.a	Relevant documents like technical data, literature, datasheets, drawings, and other relevant proposal/bid documents.	
7.	Form 4: Qualification Criteria – Compliance	
8.a	Documents Attached supporting the compliance to qualification criteria of Bidder and its OEM	
8.	Form 4.1: Experience Statement	

9.a	Documents/ contracts supporting the experience statement	
9.	Form 5: Terms and Condition compliance	
10.	Form 6: This Checklist	
11	Form 7: Documents relating to Bid Security	
12	Form 8: Duly signed Integrity Pact	
13	Form 9: Make In India Certificate	
14	Form 10: Non-Disclosure Agreement (To be submitted by successful Bidder only)	
15	<b>Unpriced</b> Schedule (Financial Bid(BOQ)) as per Tender Document in Technical Bid	
17	Ink/digitally signed tender document along with its corrigendum/addendum	
18	Any other requirements, if stipulated in Tender Document or if considered relevant by the Bidder	
20	Documents if any at the option of Bidder	

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated.....

Place.....



**Form 7: Documents relating to Bid Security.**

*Note: To be submitted as part of Technical bid, along with supporting documents, if any. Bidders exempted from submission of bid security are also required to submit this.*

**Bid Securing Declaration**

(on Company Letter-head)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_

To

*CEO, National Internet Exchange of India (NIXI),  
9th Floor, B-Wing, Statesman House,  
148, Barakhamba Road, New Delhi 110001*

Ref: Tender Document No. Tender No./ xxxx; Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration In lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organization for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the NIXI:  

refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) receipt by us of your notification
  - (a) of cancellation of the entire tender process or rejection of all bids or
  - (b) of the name of the successful bidder or
- 2) forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of

company]Dated.....

Place.....

## Form8: Integrity Pact

NIXI hereinafter referred to as "NIXI "And

-----[bidder (s) participating in this tender] hereinafter referred to as  
"The Bidder/Contractor"

Preamble

NIXI invites online bids (Tender for) for: Equipment(s) & Services

NIXI values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, NIXI will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for Compliance with the principles mentioned above.

### Section 1- Commitments of NIXI

1. NIXI commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a. No employee of NIXI, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. NIXI will during the tender process treat all Bidder(s) with equity and reason. NIXI will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder (s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
  - c. NIXI will exclude from the process all known prejudiced persons.
2. If NIXI obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, NIXI will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### Section 2- Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. The bidder commits himself to observe the following principles during his participation in the tender process and during the contract execution:
  - a. The Bidder(s) / contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of NIXI's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any

- advantage or during the execution of the contract.
- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by NIXI as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure.
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### Section 3: Disqualification from tender process and exclusion from future contracts

- If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, NIXI is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the Government/NIXI's procedure on banning of the business dealings/bidders/contractors, etc.

### Section 4: Compensation for Damages

- a. If NIXI has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, NIXI is entitled to enforce Bid security Declaration.
- b. If NIXI has terminated the contract according to section 3, or if NIXI is entitled to terminate the contract according to section 3, NIXI shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value and/or the amount equivalent to Performance Security or from any due payment to the bidder.

### Section 5: Previous Transgression

- a. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption

approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

- b. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

#### Section 6: Equal treatment of all Bidders/Contractors/Subcontractors

- a. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to NIXI before contract signing.
- b. NIXI will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
- c. NIXI will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### Section 7: Criminal charges against violation Bidder(s)/ Contractor(s)/Sub contractor(s)

If NIXI obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if NIXI has substantive suspicion in this regard, NIXI will inform the same to the Chief Vigilance Officer, MeitY.

#### Section 8: Independent External Monitor/Monitors

1. NIXI appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director General, NIXI.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of NIXI including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. NIXI will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between NIXI and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of NIXI and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the CEO NIXI within 8 to 10 weeks from the date of reference or intimation to him by NIXI and, should the arise, submit

- proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to by CEO NIXI.
  8. If the Monitor has reported to CEO, NIXI, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General NIXI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
  9. The word 'Monitor' would include both singular and plural

**Section 9 - Pact Duration**

1. This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract or after 10 months from the expiry of Rate Contract (RC) which ever be later and for all other Bidders 12 months from the contract has been awarded.
2. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CEO, NIXI.

**Section 10 - Other provisions**

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered NIXI, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs

(For & on behalf of NIXI)  
(Office Seal)

(For & on behalf of Bidder)  
(Office Seal)

Place-----

Date-----

Witness 1: (Name & Address) \_\_\_\_\_  
 Witness 2: (Name & Address) \_\_\_\_\_

**Form 9 : Make in India Certificate**

**Make in India Certificate**

(on Company Letter-head)

Bidder's Name \_\_\_\_\_ [Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_

Date.....

To

**CEO, National Internet Exchange of India (NIXI)  
9th Floor, B-Wing, Statesman House, 148,  
Barakhamba Road,  
New Delhi 110001**

Ref: Tender Document No. Tender No./ xxxx;

(To be certified by statutory auditor or cost auditor of the company (in the case of companies) for a tender value above Rs. 10 crores giving the percentage of local content.)

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its amendments, we hereby certify that we M/s \_\_\_\_\_ are local supplier meeting the requirement of minimum local content i.e., \_\_\_% against NIXI Tender No. .... dated..... . We qualify as a \_\_\_\_\_ (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows: \_\_\_\_\_.

We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company] Dated.....

Place.....

**Form 10: Non-Disclosure Agreement (To be submitted on Non-Judicial Stamp Paper of Rs 100/-)**

This Agreement is made as on the \_\_\_\_\_, between **NIXI**,

**Ministry of Electronics and Information Technology, Government of India** called as “**NIXI**” through its Director General which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

and

<<< **Contractor Name**>>> called as “-----” through its----- which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

ERENT India and <<Contractor Name>> are sometimes referred to herein individually as “Party” and collectively as “Parties”.

Tender No. .... “Supply, Installation and Commissioning of the Hardware & Software for Settling of SSL Roots setup along with SSL of CA facility at NIXI DC and DR Sites along with consultancy for WebTrust certifications for the setup including incorporating CCA Roots in Major Web Browsers. for O/o NIXI at **primary & secondary sites**” and Contract no..... (hereinafter referred as “**Project**”). O/o NIXI and <<Contractor Name>> have entered into a contract to deliver this project, Now, both the parties enter into this agreement and agree that information provided and available with each party in respect of this project is to be used only for the specific project purpose and parties are required to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party’s disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed, owned or collected by one party to the other party, including information generated under this project, which the disclosing party identifies in writing or otherwise as confidential to the receiving party (“**Confidential information**”). Information consists of certain specifications, designs, plans, drawings and /or technical information, software, data etc, and all copies and derivatives containing such information, that may be disclosed to one another for and during the purpose, which a party considers proprietary or confidential (“**Information**”). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if



it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party.

2. NIXI and <<Contractor Name>> hereby agree that during and after the Agreement Period:
  - a) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined, shall cause its employees, outsourced agencies, vendors, implementation partners and contract employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential for fulfilling the purpose, and shall prevent disclosure of information to third parties.
  - b) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed.
3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate which:
  - a) was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
  - b) has become generally available to the public without breach of confidentiality obligations of the receiving party; or
  - c) was in the receiving party's possession without restriction or was known by the receiving party without restriction in vogue at the time of disclosure; or
  - d) is the subject of a subpoena or other legal or administrative stipulated requirement demand for disclosure; provided, however that the receiving party has given the disclosing party prompt notice of such requirement for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure and appropriate protective order; or
  - e) is disclosed with the prior written consent of the disclosing party; or
  - f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
  - g) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.
4. Each party agrees not to remove any of the other party's Confidential Information

from the premises and sites of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any confidential information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises and sites. Each party agrees to comply with any and all terms and conditions the disclosing party's may impose upon any such approved removal, such as conditions that the removed confidential information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's confidential information all copies thereof.
6. Each party recognizes and agrees that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity or may seek the intervention of Director General, NIXI for such a breach.
7. Access to information hereunder shall not preclude an individual who has seen such information for the purpose of this agreement from working on future projects for the receiving party which relate to similar subject matters provided that such individual does not make reference to the information and does not copy the substance of the information during the confidentiality period thereafter as required by applicable law. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know how developed by the receiving party's personnel under this agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.
8. As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection rights, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this agreement and the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase, or sale or to enter into any additional agreement of any kind.

9. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.
10. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
11. That in case of any dispute or differences, breach & violation relating to the terms of this agreement, the said matter or dispute, difference shall be referred to Controller, NIXI for his decision in this regard. The decision of the Controller, NIXI will be final and binding on both the parties.
12. This Agreement constitutes the entire agreement of the parties with respect to the parties respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto.
13. The parties can amend or modify this agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other Party's written consent.
14. This Agreement will remain in effect during the currency of agreement & shall survive even after expiry of the agreement or project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by Their duly authorized officers or representatives.

For and on behalf of  
Ministry of Electronics and  
>>Information Technology,  
Government of India.

For and on behalf of NIXI  
<< Contractor Name

---

**Name: Shri Anil Kumar Jain**  
CEO  
NIXI, Delhi

---

<< Authorized to sign from Contractor  
**Designation:**  
**Address:**

## FORMATS

### Format 1.1: Bank Guarantee Format for Performance Security

#### MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

(To be stamped in accordance with stamp Act)

(The non-judicial stamp paper should be in the name of issuing Bank)

To,

CEO, National Internet Exchange of India (NIXI)  
9th Floor, B-Wing, Statesman House, 148,  
Barakhamba Road,  
New Delhi 110001

Dear Sirs,

In consideration of the NIXI, Department of Electronics & Information Technology Ministry of Communications & Information Technology (hereinafter referred as the '**Owner**', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. \_\_\_\_\_ (name, constitution and address) (herein referred to as the '**Contractor**', which expression shall unless repugnant to the context of meaning thereof, include its successors, administrator, executors and assigns) a Purchase Order No. \_\_\_\_\_

Contract) and the Contractor having agreed to provide a Bank Guarantee towards Performance of the entire Contract equivalent to Rs.\_\_\_\_(amount of BG) (i.e.\_\_\_\_per cent of the said value of the Contract) to the Owner.

We\_\_\_\_(name of the Bank) having its Registered Office at\_\_\_\_and Corporate/HeadOffice at\_\_\_\_(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay at any time up to \_\_\_\_ (day/month/year including claim period) an amount not exceeding Rs.\_\_\_\_, within ten (10) calendar days from the date of receipt by us on first written demand by Owner; through hand delivery or registered A.D. Post or by speed post or by courier, stating that "Contractor" has failed to perform its obligations under the Contract. Aforesaid payment will be made without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the owner the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The owner shall have the fullest liberty,

without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course of or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractors liabilities.

This Guarantee can be invoked in one or more trenches and in such a case Owner will not be required to submit the original Guarantee along with submission of claim.

Notwithstanding anything mentioned herein above our liability under this guarantee is restricted to Rs.\_\_\_\_and it shall remain in force up to and including\_\_\_\_shall be extended from time to time for such period as may be desired by the Contractor on whose behalf this guarantee has been issued.

WITNESS  
Signature\_\_\_\_\_

BANK  
Signature\_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_ (Bank's Rubber)

I, name & address of the Bank and address of the Branch

Designation with Bank Stamp

**Format 1.2: No Claim Certificate**

(On company Letter-head)

Contractor's Name \_\_\_\_\_

[Address and Contact Details] \_\_\_\_\_

Contractor's Reference No. \_\_\_\_\_

To,

CEO, National Internet Exchange of India (NIXI)  
9th Floor, B-Wing, Statesman House, 148,  
Barakhamba Road,  
New Delhi 110001

**No Claim Certificate**

Sub: Contract Agreement no. \_\_\_\_\_ dated \_\_\_\_\_

We have received the sum of Rs. (Rupees \_\_\_\_\_ only)  
as final settlement due to us for the supply of \_\_\_\_\_ under the  
abovementioned contract agreement.

We have received all the amounts payable to us with this payment  
and have no outstanding dispute of any description whatsoever  
regarding the amounts worked out as payable to us and received by  
us.

We hereby unconditionally and without any reservation whatsoever,  
certify that we shall have no further claim whatsoever, of any  
description, on any account, against the NIXI, under contract above.  
We shall continue to be bound by the terms and conditions of the  
contract agreement regarding its performance.

Yours faithfully,

Signatures of contractor or officer

authorized to sign the contract documents

on behalf of the contractor (company Seal)

Date: \_\_\_\_\_ Place: \_

**Format2: Authorization for Attending Pre-bid Conference.**

(on Company Official Letter Head)

Bidder's Name \_\_\_\_\_ [Address and Contact  
Details]

Bidder's Reference No. \_\_\_\_\_

Ref: Tender Document No. Tender No./ xxxx;

Subject: Authorization for attending Pre-bid Conference on \_\_\_\_\_(date).

Following persons are hereby authorized to attend the Pre-bid Conference for the tender mentioned above on behalf of \_\_\_\_\_(Bidder) in order of preference given below.

Sr.No/	Name	Government Photo ID Type/ Number
I.		
II.		
Alternate Representative		

*Note:*

- 1. Maximum of two representatives (carrying valid Government photo IDs) shall be permitted to attend the Pre-bid. An alternate representative shall be permitted when regular representatives are not able to attend.*
- 2. Permission to enter the hall / e-Meeting where the pre-bid conference is conducted may be refused if authorization as prescribed above is not submitted.*

Signatures of bidder \_\_\_\_\_ or Officer authorized to sign the bid. Documents on behalf of the bidder Dated.....  
Place.....

[name & address of Bidder and seal of company]

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....





## Format for Commercial Bids/ Bill of material for CCA Roots

For DC, DR, QA						
Sl. No.	Item Description	Proposed Model	Quantity	Unit Rate	Total Value	Plus Years Support
Software Components						

1	Digital Certificate Life Cycle Manager		2			
2	OCSP Responder					
3	Database		2			
4	LogServer					
5	Back Up Software					
6	Active Directory		2			
7	DNS					
8	Mail Server					
9	Operating System		16			
10	AntiVirus		20			

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### HARDWARE COMPONENTS

1	Hardware Security Module Network HSM		3			
2	Hardware Security Module USB HSM		2			
3	Servers		8			
4	Tape Drive		2			
5	Tape		20			
6	Network Switch		2			
7	Network Switch		2			
8	Routers		2			
9	Firewall		4			

10	NTP Device		2			
11	Biometric Rack Tall		2			
12	Biometric Rack Medium		2			
13	Console Machine		2			
14	Console Switch		2			
<b>TOTAL (B)</b>						
<b>SUB TOTAL (A+B)</b>						
<b>TCO FOR FIVE YEARS</b>						

### Format for Commercial Bids/Bill of Material for NIXI SSL Set Up

For DC, DR, QA						
Sl. No.	Item Description	Proposed Model	Quantity	Unit Rate	Total Value	Plus Years Support <sup>4</sup>
<b>Software Components</b>						
1	Digital Certificate Life Cycle Manager		2			
2	OCSP Responder					
3	Database		2			
4	Log Server					
5	Back Up Software					
6	Active Directory		2			
7	DNS					
8	Mail Server					
9	Operating System		16			
10	AntiVirus		20			
<b>HARDWARE COMPONENTS</b>						
1	Hardware Security Module Network HSM		5			
2	Hardware Security Module USB HSM		2			
3	Servers		8			

4	Tape Drive		2			
5	Tape		20			
6	Network Switch		2			
7	Network Switch		2			
8	Routers		2			
9	Firewall		4			
10	NTP Device		2			
11	Biometric Rack Tall		2			
12	Biometric Rack Medium		2			
13	Console Machine		2			
14	Console Switch		2			
<b>TOTAL (B)</b>						
<b>SUB TOTAL (A+B)</b>						
<b>TCO FOR FIVE YEARS</b>						

For Five years of operations						
Professional Services					Cost for 1st Year	Plus 4 Years Services
No	Service	Description	Quantity	Amount (INR)		
1	Product Setup and Implementation	For all the products part of the project scope including Production, DR and Test/Staging/QA including hardware setup (VM software, operating systems, network equipment and security devices as recommended)	1			
2	CA Documentation Activities	Support for preparation of CA documentation towards policies & procedures to meet Webtrust compliance requirements. - Document Readiness Review - CP/CPS/PDS Creation - BCP/DR Documentation - Risk Assessment Documentation - Security Policies - Register Templates	1			

3	Readiness Assessments	For setting up of CA towards Go Live	1		
		- Infrastructure readiness review including environment, hardware, network, software solutions.			
		- CA readiness review with gap assessment of policies, procedures & documentation			
4	Compliance Activities	Towards successful compliance of Webtrust	1		
		- Support for Internal Audits			
		- Support for External Audits			
		- Support for resolution of Audit Findings			
5	Other reviews	For any other allied reviews and consultancy in the process of taking CA setup to Go Live	1		
6	Key Generation Ceremony	Support for CA Key generation ceremony & all the activities there-in.	1		
7	Operational Training	On-site – 2 business months – Trainers	1		
8	Technical Training	On-Site – Senior Consultant (5 days)- based on location	1		
<b>Total Technical Services (in INR)</b>					

### Format for Commercial Bids/Manpower Distributions (Year Wise)

Description	No of resources	Cost per Annum	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Onsite Engineer for support	1						
DB Administrator	1						
PKI Administrator	1						
CA Administrator	1						

### Summary of the Commercial Bids.

SL.NO.	Description	1 Year Charges with Support	Additional 4 Years Support
1	CCA-Root CA_SSL Set Up Charges		
2	NIXI-Issuing CA SSL Set Up Charges		
3	Technical Services (Implementation, Audit, Training etc)		
	<b>TOTAL</b>		

Please Note:

- i) The Total Cost(Taxes separately indicated, but the Commercial Bid should be inclusive of all Taxes and levies) Indicated in the Commercial Bid will be final. However, based on unit Price, NIXI may make a Comparative Statements for finding out L1.
- ii) **The Total Cost will be based on the items as mentioned in the Commercial Bid even if some items are not ordered.**
- iii) **Bidder shall ensure that the solution provided is comprehensive for WebTrust requirement and may add one or more line items with costs for making their proposal comprehensive for WebTrust requirement.**
- iv) NIXI reserves the right to use the rates quoted to order any items required for functioning Total Cost of the RCAI during the period of 5 Years.

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