

Request for Proposal (RFP) for Selection of System Integrator (SI) for Revamp of Rooms, Cabins & Command Centre at, 5th floor, NTA, NSIC-MDBP Building Okhla FOR NATIONAL TESTING AGENCY

**NOTICE INVITING TENDER  
FOR  
SELECTION OF SYSTEM INTEGRATOR (SI) FOR REVAMP OF ROOMS, CABINS  
AND COMMAND CENTRE AT NTA, 5TH FLOOR, NSIC - MDBP BUILDING  
OKHLA FOR NATIONAL TESTING AGENCY**

**Bid No. – Refer GEM Bid Document**

**Dated 05.10.2023**

**File No. B-B2/4/2023-Proc**

The National Testing Agency invites proposals for “Selection of System Integrator for Revamp of Rooms, Cabins & Command Centre at NTA, 5th Floor NSIC-MDBP Building, Okhla Phase-III, New Delhi 110020”.

The RFP document can be downloaded from the website [www.gem.gov.in](http://www.gem.gov.in) from 05.10.2023. Response to this RFP shall be deemed to have been done after careful study and examination of this document with the full understanding of its implications.



NATIONAL TESTING AGENCY  
(An Autonomous Organization under the Department of Higher Education,  
Ministry of Education, Government of India)  
First Floor, NSIC-MDBP Building,  
Okhla Phase-III, New Delhi-110020



**REQUEST FOR PROPOSAL  
FOR  
SELECTION OF SYSTEM INTEGRATOR (SI) FOR REVAMP OF ROOMS & CABIN  
AND COMMAND CENTRE AT NTA, 5TH FLOOR, NSIC- MDBP BUILDING  
OKHLA FOR NATIONAL TESTING AGENCY**

October 2023

Issued by:

NATIONAL TESTING AGENCY  
(An Autonomous Organization under the Department of Higher Education,  
Ministry of Education, Government of India)  
First Floor, NSIC-MDBP Building,  
Okhla Phase-III, New Delhi-110020

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## **DISCLAIMER**

The information contained in this Request for Proposal document (“**RFP**”) whether subsequently provided to the Bidders, (“**Bidder/s**”) verbally or in documentary form by the NATIONAL TESTING AGENCY (henceforth referred to as “**Department**” in this document) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.

All information contained in this Tender document provided/clarified is in good interest and faith. Though adequate care has been taken in the preparation of the Tender document. The interested agencies shall satisfy themselves that the document is complete in all respects.

The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required for formulation of proposals.

National Testing Agency (NTA) reserves the right to reject any or all of the proposals submitted in response to the Tender document at any stage without assigning any reasons whatsoever.

NTA also reserves the right to withhold or withdraw the process at any stage with intimation to all those who have submitted their proposals in response to the Tender. NTA reserves the right to change/ modify/ amend any or all of the provisions of the Tender document without assigning any reason. Any such change would be communicated to the bidders by posting it on the NTA website.

NTA, its employees and associates will have no liability under any law, for any loss which may arise from or be incurred or suffered on account of anything contained in the Tender or otherwise including the accuracy adequacy, correctness completeness or reliability of Tender and any assessment, assumption, statements, or information contained therein or deemed to form part of this Tender. The award of the assignment the information and any other information supplied by or on behalf of NTA or their employees and tender respondent or otherwise arising in any way from the selection process for the assignment.

Information provided in this document or imparted to any respondent as part of the Tender process is confidential to NTA and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

## DEFINITIONS

#	Term	Definition
1.	Agreement/Contract	The Agreement entered between Department and the Selected Bidder (including all attachments, schedules, annexure there to and all documents incorporated by reference therein and all amendments, corrigendum /corrigenda, changes thereto.
2.	Department	The use of term Department in the RFP means National Testing Agency for the purpose of this project.
3.	Bidder/System Integrator/SI	The use of the term “Bidder/System Integrator/SI” in the RFP means the Single Service Provider, who participates in the bidding process, as defined in Section 2.3 of the RFP.
4.	Bid/Proposal	Offer by the Bidder to fulfil the requirement of the Client/Department under the RFP/Contract for an agreed price. It shall be a comprehensive technical and commercial response to the RFP.
5.	Breach	A breach by Bidder of any of its obligations under this RFP.
6.	Client / Department	Refers to the National Testing Agency (NTA)
7.	Confidential Information	All information including Departmental data (whether in written, oral, electronic or other Format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each department and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this RFP (including without limitation such information received during negotiations, location visits and meetings in connection with this RFP);
8.	Control	In relation to any business entity, the power of a person to secure a) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or b)by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person’s wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership
9.	Deliverables	Products, Infrastructure and Services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications;
10.	Intellectual Property Rights	Intellectual property rights include patents, copyright, industrial design rights, trademarks, plant, variety, rights, trade dress, geographical indications

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<b>11.</b>	Parties	Department and Bidder for the purposes of this RFP and “Party” shall be interpreted accordingly.
<b>12.</b>	Performance Bank Guarantee	The Guarantee provided by the Bidder to the Department, which shall be equal to 5% of Total Project Cost and shall be in the form of a Bank Guarantee from any Nationalized Bank/Scheduled bank in the Performa given here-in-after in this document.
<b>13.</b>	Project Implementation	Project Implementation as per the testing standards and acceptance criteria prescribed by Department or its nominated agencies;
<b>14.</b>	Request for Proposal/RFP Document	Written solicitation that conveys to the Bidder, requirements for products/ services that the Department intends to buy and implement
<b>15.</b>	Service Level	The level of service and other performance criteria which will apply to the Services delivered by the SI;
<b>16.</b>	SLA	Performance and Maintenance SLA executed as part of Master Service Agreement, as specified in this RFP
<b>17.</b>	Successful Bidder	The bidder who is qualified & successful in the bidding process and is given the award of Contract and will be referred to as System Integrator



# 1 Introduction

## 1.1 About the Department

The Ministry of Education (MoE), Government of India (GoI) has established the NATIONAL TESTING AGENCY (NTA) as an independent, autonomous, and self-sustained premier testing organization under the Societies Registration Act (1860) for conducting efficient, transparent, and international standardized tests in order to assess the competency of candidates for admission to premier higher education institutions with a mission to improve equity and quality in education by developing and administering research-based valid, reliable, efficient, transparent, fair and international level assessments.

National Testing Agency (NTA) has been established as a premier, specialist, autonomous and self-sustained testing organization to conduct entrance examinations for admission/fellowship in higher educational institutions.

To assess competence of candidates for admissions and recruitment has always been a challenge in terms of matching with research based international standards, efficiency, transparency and error free delivery. The National Testing Agency is entrusted to address all such issues using best in every field, from test preparation, to test delivery and to test marking.

## 1.2 About the Project

The National Testing Agency seeks to design, build, establish Rooms, Cabins and Integrated Command and Control Centre (ICCC) for remote monitoring of Examination activities, conducted by NTA, in India.

### 1.2.1 Other Important information regarding the project:

- ❖ The project implementation & Go-Live period is 03 months followed by 01 year standard warranty of the overall setup.
- ❖ Bidder shall comply with all Standards as per guidelines given in this RFP for the Rooms, Cabins and Integrated Command and Control Centre and its components.
- ❖ **Non-IT Infrastructure of ICCC & Revamp of Rooms & Cabins at 5<sup>th</sup> floor**
  - Bidder shall do all the interior design, architecture and the civil work in the raw space provided for setting up of Rooms, Cabins, ICCC including renovation of the space, electrical work, false flooring, ceiling, ducting, plumbing, earthing etc. as per the requirements of the project after doing site survey where,
  - Civil & Interior Work includes Fabrication work, Flooring, Hardware and Metals, Glazing, Paint Work, False flooring, False ceiling, Furniture & Fixture, state-of-the-art seating space for ICCC operators, Partitioning, Doors and Locking, Painting, Glass Partitions, any other component required.
  - Electric Work includes Electrical/Network cabling (Rooms, Cabins, entire ICCC area including all utility components, Air Condition System and UPS), Earthing, Lighting and fixtures, any other components required
- ❖ **IT Infrastructure of ICCC & Revamp of Rooms & Cabins at 5<sup>th</sup> floor**
  - Bidder shall supply, install and maintain all the infrastructure i.e., Supply, Installation, Testing & Commissioning (SITC) of IT components like a Video wall, Operator workstations, or any other components defined in the RFP.
  - Bidder shall supply, install the physical infrastructure components i.e., UPS, Lighting system, Power, CCTV Surveillance system, and Network Cabling etc.
  - Bidder will provide operations training and technical support to the Department nominated staffs for the ICCC operations.
- ❖ **Revamping of interior and furniture at rooms/cabins at NTA Office**

### 1.3 Fact Sheet

Sr. No.	Item No.	Details
A.	Tender No.	Refer GeM Bid Document
B.	Name of the Work/Project	<b>SELECTION OF SYSTEM INTEGRATOR (SI) TENDER FOR REVAMP OF ROOMS, CABINS &amp; COMMAND CENTRE AT NTA, 5TH FLOOR NSIC-MDBP BUILDNG</b>
C.	Name of the issuer of this Tender	National Testing Agency (NTA)
D.	Date of issue of Tender Document	Refer GeM Bid Document
E.	Date of Online Pre-Bid meeting	<b>13<sup>th</sup> October 2023</b> <b>Interested Bidder(s) has to mark a request to Email <a href="mailto:procurement@nta.ac.in">procurement@nta.ac.in</a> for attending the Online Pre-bid meet. NTA will share the Online Pre-bid meet link through Email only.</b>
F.	Last Date for submission of Bid	Refer GeM Bid Document
G.	Date of opening of Technical Bids	Refer GeM Bid Document
H.	Mode of opening of Technical Bid	Refer GeM Bid Document
I.	Date of opening of Commercial Bids	To be notified later to the technically qualified bidder
J.	Bid Language	Bid should be submitted in English language Only
K.	Bid Submission documents checklist	As mentioned in this RFP
L.	Period of Engagement for Revamp of Rooms & Cabins and ICCS at 5 <sup>th</sup> floor at NTA Okhla office	<ul style="list-style-type: none"> <li>➤ Implementation period : 3 months</li> <li>➤ Warranty period : 1 Year</li> <li>➤ O&amp;M period for IT Infrastructure after the closure of initial Warranty period : 4 years</li> </ul>
M.	Address of Communication	NATIONAL TESTING AGENCY First Floor, NSIC-MDBP Building, Okhla Phase-III, New Delhi-110020
N.	Earnest Money Deposit (EMD)	The bidder should enclose bid security (EMD) of INR 10,00,000/- (Ten Lacs) only in form of Demand Draft/ NEFT/RTGS/Bank Guarantee drawn in favor of DG, NTA or remitted online to NTA bank account. The tenders without EMD shall be summarily rejected.
O.	Performance Bank Guarantee	5% of the Total Project Cost
P.	Availability of Tender Document	Refer GeM Bid Document
Q.	Validity of Proposal	Proposals must remain valid for 180 days after the submission date.
R.	General Terms and condition	As per the conditions mentioned in this document

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Sr. No.	Item No.	Details
S.	Consortium / Joint Venture	Not Allowed
T.	Method of Selection	Least-Cost Selection Method (LCS)
U.	Bid Submission	Bid submission will be online through <a href="http://www.gem.gov.in">www.gem.gov.in</a> only
V.	For any enquiries and clarifications, please contact:	Director General, NATIONAL TESTING AGENCY First Floor, NSIC-MDBP Building, Okhla Phase-III, New Delhi-110020
W.	Contract Validity Period	5 years
X.	<b>Extension clause for Contract validity</b>	On performance acceptance of the bidder, contract could be extended for a period of another 3 years on mutual basis.

**Important Note:** Proposals/Bids submitted without Bid Document fee and EMD shall be summarily rejected.

**Sd/-**  
Director General  
National Testing Agency

## **2 Instructions to the Bidder**

### **2.1 Instructions for Online Bid submission**

- Not more than one RFP offer will be accepted from any bidder. If an individual/bidder participates in the RFP offer, representing more than one bid by one organization /Individual under one or different name then such multitude of bid shall amount to collusive activity and appropriate action will be taken by National Testing Agency under fraud and corrupt practices.
- RFP offers have to be submitted through GEM portal.
- The offer should be given in the prescribed format as per RFP document.
- The submission of offer by any Bidder implies that they have read the terms and conditions of the RFP and have made themselves fully aware of the scope and specifications of the requirement. Any addition or omissions in the original offer after opening of the offers will not be entertained.

### **2.2 General**

- I. While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the Department's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- II. All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the project by the Department on the basis of this RFP.
- III. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Department. Any notification of preferred bidder status by Department shall not give rise to any enforceable rights by the Bidder. Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Department.
- IV. Bids shall be received by the Department on the GEM Portal before the time and date specified in the schedule of the tender notice. The Department may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.
- V. Telex, cable, or facsimile offers will be rejected

### **2.3 Eligible Bidders**

The Bidder(s) complying to Bidder PQ, OEM PQ and Technical specifications given under this RFP shall be eligible to participate in the Bid Process.

### **2.4 Proposal Preparation Cost**

- I. The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Department, to facilitate the evaluation process, and in negotiating a definitive agreement or all such activities related to the bid process. The Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- II. This Bid Document does not commit the Department to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of Department and may be returned at its sole discretion.

## **2.5 Pre-Bid Meeting and Clarifications**

- **Interested bidders must send their pre bid queries via GeM Clarification Window online as per GeM portal norms. Any query sent through any other mode will not be entertained as per the norms.**
- Department shall invite queries from Bidders as per the details mentioned in the Fact Sheet of this document.
- Department shall not be responsible for ensuring that the Bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Department.
- The purpose of query clarification is to provide the Bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, 'Department' reserves the right to hold or re-schedule the Pre-Bid meeting.
- The Officer notified by NATIONAL TESTING AGENCY will endeavor to provide timely response to the queries. However, Department makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Department undertake to answer all the queries that have been posed by the Bidders.
- At any time prior to the last date for receipt of bids, Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- The Corrigendum (if any) & clarifications to the queries from all Bidders will be uploaded on the portal.
- Any such corrigendum shall be deemed to be incorporated into this RFP.
- In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Department may, at its discretion, extend the last date for the receipt of Proposals.

## **2.6 Compliant Bids/Completeness of Response**

- I. Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- II. Failure to comply with the requirements of this RFP may render the bid non-compliant and the Bid may be rejected. Bidders must:
- a. Include all documentation specified in this RFP, in the bid
  - b. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP
  - c. Comply with all requirements as set out within this RFP

## **2.7 Department rights to terminate the selection process**

- I. Department may terminate the RFP process at any time and without assigning any reason.

Department makes no commitments, express or implied, that this process will result in a business transaction with anyone.

- II. This RFP does not constitute an offer by Department.
- III. The bidder's participation in this process may result in Department selecting the bidder to engage in further discussions and negotiations toward execution of an agreement. The commencement of such negotiations does not, however, signify a commitment by the Department to execute an agreement or to continue negotiations. Department may terminate negotiations at any time without assigning any reason.

## **2.8 Right to Accept/Reject any proposal**

- I. Notwithstanding anything contained in this RFP, the Department reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons, therefore.
- II. Besides other conditions and terms highlighted in the RFP Document, bids may be rejected under following circumstances:
  - a. General rejection criteria
    - i. Conditional Bids.
    - ii. If the information provided by the Bidder is found to be incorrect / misleading / fraudulent/incomplete at any stage / time during the Tendering Process.
    - iii. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
    - iv. Bids received after the prescribed time & date for receipt of bids.
    - v. Bids without signature of person (s) duly authorized on required pages of the bid.
    - vi. Bids without power of attorney/ board resolution or its certified true copy.
  - b. Pre-Qualification rejection criteria
    - i. Bidders not complying with the Eligibility Criteria given in this RFP.
    - ii. Revelation of prices in any form or by any reason before opening the Commercial Bid.
    - iii. Failure to furnish all information required by the RFP Document or submission of a Bid not substantially responsive to the RFP Document in every respect.
  - c. Technical rejection criteria
    - i. Technical Bid containing commercial details.
    - ii. Revelation of Prices in any form or by any reason before opening the Commercial Bid.
    - iii. Failure to furnish all information required by the RFP Document or submission of a Bid not substantially responsive to the RFP Document in every respect.
    - iv. Bidders not quoting for the complete scope of work as indicated in the RFP
    - v. Documents, addendum /corrigendum (if any) and any subsequent information given to the Bidder.
    - vi. Bidders not complying with the Technical and General Terms and conditions

as stated in the RFP Documents.

- vii. The Bidder not confirming unconditional acceptance of full
  - viii. Responsibility of providing services in accordance with the scope of work and Service Level Agreements of this RFP.
- d. Commercial Rejection Criteria
- i. Incomplete price Bid.
  - ii. Price Bids that do not conform to the RFP's price bid format.
  - iii. Total price quoted by the Bidder does not include all statutory taxes and levies applicable.
  - iv. If there is an arithmetic discrepancy in the commercial Bid calculations the
  - v. Technical Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its Bid may be rejected.

Misrepresentation/ improper response by the Bidder may lead to the disqualification. If such disqualification / rejection occurs after the Proposals have been opened and the Selected Bidder gets disqualified / rejected, then Department reserves the right to consider the next best ranked Bidder or take any other measure as may be deemed fit in the sole discretion of Department, including annulment of the Selection Process.

## **2.9 Bidder to Inform**

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the Conditions or the specifications, he shall, before the last date and time for submission of Pre-Bid Queries and submit them to Department in writing (via process mentioned in Section 2.5 Pre-Bid Meeting) in order that such doubt may be removed, or clarifications are provided.

## **2.10 Language of the Bid**

The bids prepared by the Bidder and all subsequent correspondence and documents relating to the bids exchanged by the Bidder and Department shall be written in English language. Any printed literature furnished by the Bidder, written in another language, shall be accompanied by an accurate English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

## **2.11 Hand-written documents, Erasures or Alterations**

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections, or alterations in the offer. Filling up the information using terms such as "OK", "noted", "as given in brochure/manual" is not acceptable and may lead to the disqualification of the Bid.

## **2.12 Earnest Money Deposit (EMD) / Bid Security**

- Bidders shall submit, along with their Bids, EMD of INR 10,00,000/- (INR Ten Lacs Only), in the form of a Demand Draft/ NEFT/RTGS/Bank Guarantee drawn in favor of DG, NTA or remitted online to NTA bank account. The tenders without EMD shall be summarily rejected.

The Account of NTA is in State Bank of India, D-211/1, Sector -61, Noida. The details are as under:

Account No. 37714486224

IFSC Code SBIN0005222

MICR Code 110002422

- EMD of all unsuccessful Bidders would be refunded by Department within 30 Days of the Bid being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure.
- EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- The bid/Proposal submitted without EMD, mentioned above, will be summarily rejected.
- The EMD may be forfeited:
  - If a Bidder withdraws its bid during the period of bid validity.
  - In case of a successful Bidder, if the Bidder fails to sign the Contract in accordance with this RFP.
- Bidder has to submit EMD to the NTA official in Hard copy, atleast 72 working hours before the closing of Last date/time of Bid Submission. Receipt of successful submission of EMD has to be uploaded online with the technical bid. If not complied, bid will not be considered for opening and rejected out-rightly.

### **2.13 Bid Prices**

The Bidder shall indicate in the proforma prescribed, the unit rates and total Bid Prices for the product and services, it proposes to provide under this RFP. Prices should be shown separately for each item as detailed in this document.

The Bidder shall prepare the Bid based on details provided in the RFP document. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the Department. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP document and with due diligence. It shall be the responsibility of the Bidder to fully meet all the requirements and objectives of the RFP. If during the course of execution of the project any minor revisions to the work requirements like technical specifications, equipment sizing, etc. are to be made to meet the goals of the Project; such changes shall be carried out within the proposed price. If any deviation has a major impact on the Project Cost, the Department shall take appropriate decisions and such decisions would be binding on the Bidder.

### **2.14 Firm Prices**

Prices quoted in the Bid must be firm and shall not be subject to any modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only.

The Price Bid should clearly indicate the price quoted without any ambiguity whatsoever and should include all applicable taxes, duties, fees, levies, and other charges as may be applicable in relation to the activities proposed to be carried out. Should there be a change in applicable taxes, the actual taxes on the date of billing would prevail.

Prices in any form or by any reason before opening the Price Bid should not be revealed, failing which the offer shall be liable for rejection. If price change is inevitable due to any factor external to the Bidders, the Bidders may be given a chance to submit revised Bids in a separate sealed cover. Decisions of the Department shall be final in this regard.



## **2.15 Amendment of the RFP Document**

At any time prior to the submission of bids, Department for any reason whatsoever, may modify any element of the RFP Document by issuing an addendum/corrigendum. For the sake of interpretation, the content of any corrigenda issued by the Department shall be read as a part of the original RFP Document. In each instance where provisions of the Corrigenda contradict or are inconsistent/inapplicable with the provisions of the RFP, the provisions of the Corrigenda shall prevail and govern, and the contradicted or inconsistent/inapplicable provisions of the RFP shall be deemed amended accordingly.

The Department may in its sole discretion consider extension of deadlines for submission of the bids, in order to allow prospective bidders reasonable time to take the amendment into account while preparing their bids. All communications with regards to the clarifications / corrigendum shall be uploaded in the GeM Portal.

It shall be the responsibility of the Bidder(s) to check the Department's website and GeM Portal from time to time for any amendment in the RFP document.

## **2.16 Inspection of Site and sufficiency of RFP**

Bidder is expected to work out their own rates based on the detailed description of scope of work, the specifications, SLA conditions, etc. and should judiciously arrive at the bidding price. The Bidder shall be deemed to have satisfied itself before Bid submission as to correctness and sufficiency of its bid. The rates quoted by the bidder shall cover all its obligations under the RFP necessary for proper execution of the project including O&M.

If necessary, before submitting its Bid the Bidder should inspect and examine various sites and its surroundings and shall satisfy itself about form and nature of the Sites (including equipment/asset locations), means of access to the Sites, and in general, obtain all necessary information which may influence or affect Project implementation and operationalization. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

## **2.17 Deviations and Exclusions**

Bids shall be submitted strictly in accordance with the requirements and terms & conditions as defined in this RFP. The bidders need to submit a "No Deviation Certificate" along with the Technical Proposal. The format for the same is available in annexures. The bids with deviation(s) are liable for rejection.

## **2.18 Total Responsibility**

Bidder should issue a statement undertaking total responsibility for the defect free operation of the proposed solution as per the format mentioned in Annexure.

## **2.19 Emphasis on Make in India in Project Delivery**

To promote Make in India initiative of Government of India, procurement guidelines as per Public Procurement (Preference to Make in India), Order No. P-45021/2/2017-PP (BE-II) dated 15.06.2017, as amended by Orders dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020 and its subsequent amendments thereof, of Department for Promotion of Industry and Internal Trade (DPIIT) has to be strictly complied with.

## **2.20 Right to vary quantity**

- I. At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased. It shall be without any change in

the unit prices or other terms and conditions of the Bid and the bidding documents.

### 3 Pre-Qualification Criteria

The Bidder must possess the requisite experience, strength, and capabilities in providing services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity and volume of the work involved, following criteria are prescribed as the eligibility criteria for the bidder interested in undertaking the project. The bidder must also possess technical know-how and financial ability that would be required to successfully provide System Integration, Operation and Maintenance services sought by the Department for the entire agreement duration. The bids must be complete in all respects and should cover the entire scope of work as stipulated in the bid document. This invitation to bid is open to all Bidders who qualify the eligibility criteria as given below:

#### 3.1 Pre-Qualification Criteria for Bidder

##### a) Technical Bid Format

#	Basic Requirement	Eligibility Criteria	Document Proof
1.	Legal Entity	The Bidder for pre-qualification shall be a single entity: Private Limited / Limited / companies registered (under the Companies Act 1956/2013 with Registrar of Companies) with minimum 5 years of presence in India. Proprietorship / Partnership / Consortium / Joint venture bid not allowed.	<ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation / Registration under Companies Act 1956/2013 and MOA, AOA.</li> <li>• GST Registration certificate</li> <li>• PAN card</li> </ul>
2.	Average Turnover	The Bidder shall have an average annual turnover of INR 10 Crores over the last three (3) financial years (2019-20, 2020-21, 2021-22) or (2020-21, 2021-22, 2022-23).	<ul style="list-style-type: none"> <li>• ITR, Audited Balance sheet &amp; Profit-loss statement for last 3 financial years</li> <li>• Certificate from the Statutory auditor / CA clearly specifying the average annual turnover for the specified years</li> </ul>
3.	Net Worth	The Bidder should have positive Net Worth as of last audited Balance sheet.	Certificate by Chartered Accountant (CA)
4.	Number of similar projects	At least 01 similar project with any department of Government importance in the field of IT security Networking solutions / setup of	Copies of Work Order need to be enclosed.

Request for Proposal (RFP) for Selection of System Integrator (SI) for Revamp of Rooms, Cabins & Command Centre at 5th Floor for National Testing Agency (NTA)

#	Basic Requirement	Eligibility Criteria	Document Proof
		Command control room / Set up of Rooms or Cabins/ IT / ITES projects in the last 5 years as on day of bidding.	
5.	Technical Capability	<p>Bidder should have experience in executing</p> <ul style="list-style-type: none"> <li>• 1 work order of INR 4.80 Crores, OR</li> <li>• 2 work orders of INR 3.60 Crores, OR</li> <li>• 3 work orders of INR 2.40 Crores</li> </ul> <p>With any department of Government importance in the field of IT security Networking solutions / setup of Command control room / Set up of Rooms or Cabins/ IT / ITES projects in the last 5 years as on day of bidding.</p>	Copies of Work Order need to be enclosed.
6.	Blacklisting	The Bidder should not be blacklisted/banned by any Govt. Organization or Regulatory Agencies or Govt. Undertaking.	Bidder should submit a self-undertaking signed by its Authorized Signatories for the same as on the bid submission date in India.
7.	Quality Certification	The Bidder must have a valid ISO 9001, 27001 certification as on day of bidding.	Copies of valid certificates
8.	POA	Power of Attorney/Board Resolution in favor of Authorized Signatory signing the Bid.	Power of Attorney / Board resolution
9.	Letter of Authorization from OEM	The Bidder should be an OEM (and/or Original Software Developer for system software, database, etc.) or their authorized hardware supplier. In case of authorized representative, a letter of authorization from original manufacturer must be furnished.	Letter of authorization; as per template provided
10.	Local Service Centre	The Bidder should have presence in Delhi state and Delhi NCR. The Bidder should have technical manpower with experience to provide service at project location for support under this contract.	A Self Certified letter by an authorized signatory
11.	Local Office	The Bidder should have or shall be ready to set up a project office in the state of Delhi and Delhi NCR.	Documentary proof to be submitted

b) Commercial Bid Format

The Bidder must submit the Commercial Bid in the formats specified in Annexures:

S. No.	Parameter	Format
i.	Total Price Summary	Available in Annexures

### 3.2 Pre-Qualification Criteria for OEM

1. OEM should be into existence in India since last 05 years, have a service centre in India, dedicated toll free number and are in compliance with industry standard.
2. OEM of Desktop should have certification such as EPEAT, ENERGY STAR, RoHS Compliant, TCO 9.0 or higher for Monitor, MIL-STD-810H military test passed.
3. OEM of Video wall should be into existence in India since last 05 years as on day of bidding and should have supplied similar category product in a Government project.
4. OEM of VPN hardware should have certification such as CE/RED, UKCA, CITC, ISACA, RCM, CB, E-MARK, GCF and declaration of software security.
5. OEM of CCTV should be CMMI Level 5, ISO 9001, ISO 14001, ISO 27001, ISO 45001, Full time ONVIF member, UL and GDPR compliant (Certificate to be attached) and should be into existence in India since last 10 years as on day of bidding with manufacturing in India since last 5 years.
6. OEM of UPS should be ISO 9001, ISO 14001, ISO 50001, TL9000, OHSAS 18001, BIS, CE, ROHS certified and an Annual Turnover of INR 600 crores or above.
7. OEM of Networking components should be ISO 9001, ISO 14001, ISO 27001, should give warranty for 25 years (certificate need to be furnished for the warranty), with more than 05 years of existence/operations in India and an Annual Turnover of INR 600 crores or above. OEM should also have experience of supplying 1500+ switches in any surveillance project/multi-location project in Government.
8. The proposed OEM should not be blacklisted by any State / Central Government Department or Central /State PSUs / Smart City SPV as on date of bid submission.

Note:

- a) It is mandatory to submit declaration / self-certification from each OEM covering the above points along with supporting documents (wherever necessary).
- b) Any bid without the declaration / self-certification from each of the OEM shall be liable of rejection.

## 4 Evaluation Criteria

The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. Bidder not qualifying to any of the Bidder & OEM pre-qualification criteria conditions mentioned under Section 3

of this RFP would be liable for rejection outrightly. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentations with the Bidders to seek clarifications or confirmations on their bids.

The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are indicated in the following sections:

#### **4.1 Technical Evaluation**

This is a two-packet tender. The first packet shall be technical bid, and the second packet shall be financial bid. The bid evaluation process shall be as under:

- NTA will examine commercial responsiveness for all the bids as a first step. Bid should comply with mandatory commercial responsiveness requirements i.e. tender cost and earnest money (EMD). NTA will examine commercially responsive bids for compliance of Qualification / Eligibility criteria. In case any of the bids is either not commercially responsive or does not meet the qualification/eligibility criteria, it shall be summarily rejected.
- Only the bids that are commercially responsive and meet the Bidder pre-qualification and OEM pre-qualification criteria shall be considered for technical evaluation. However, NTA also reserves the right to seek clarification pertaining to qualification criteria/technical evaluation at the stage of assessing compliance to qualification/eligibility criteria. This shall not be tantamount to such bids being considered to be fulfilling the qualification/eligibility criteria.
- As part of the technical evaluation, the documents sought vide relevant tender clauses shall be inspected.
- Financial bid evaluation will only be done for bidders which are declared to be technically suitable.

#### **4.2 Financial Evaluation**

- The Financial bid of the bidders who are declared technically suitable shall be opened at this stage and shall be taken up for financial evaluation.
- Selection Process shall be adopted as per the LCS scheme and the Bidders with the lowest "Lump Sum Total" will be declared L1 and awarded Work Order within a week's time of opening of Financial bid.

#### **4.3 Preliminary Examination of Bids**

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

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

- Not submitted in format as specified in the RFP document;
- Received without the Letter of Authorization (Power of Attorney);
- Found with suppression of details;
- With incomplete information, subjective, conditional offers and partial offers submitted;

- Submitted without the documents requested;
- Non-compliant to any of the clauses mentioned in the RFP;
- With lesser validity period;
- EMD not submitted / lesser EMD validity period;
- If the Bidder gives wrong information in the Bid;
- Canvassing in any form in connection with the Bid;
- Bids submitted after due date and time;
- Bids submitted by Printouts/Telex/Telegram/Fax/Email;
- With Erasure and/or over writing;
- Bids not signed by authorized signatory.

#### **4.4 Clarification on Bids**

- I. During the bid evaluation, Department may, at its discretion, ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.
- II. The Department may waive any minor infirmity, nonconformity or irregularity in a bid that does not constitute a material deviation, and that does not prejudice or affect the relative position of any Bidder, provided it conforms to all the terms, conditions of the bidding documents without any material deviations, objections, conditionality, or reservations. A material deviation, objection, conditionality, or reservation is one (i) that affects in any substantial way the scope, quality, or performance of the Agreement; (ii) that limits in any substantial way, inconsistent with the bidding documents, Department's rights or the selected Bidder's obligations under the Agreement; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting responsive bids.

#### **4.5 Conditional Bids/Offers by the bidders**

The Bidder should abide by all terms and conditions specified in the RFP Document. Conditional bids/offers shall be liable for disqualification.

#### **4.6 Late Tender bids**

Any bid received by Department after the deadline for submission of bid prescribed by the Department, will be summarily rejected.

#### **4.7 Bid Validity Period**

Bids shall be valid for a period of 180 days (One hundred and eighty days) from the last date of submission of the bids. A Bid valid for a shorter period may be considered as non-responsive. In exceptional circumstances, at its discretion, Department may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.

#### **4.8 Opening of Bids**

Bids received within the prescribed closing date and time will be opened as per schedule, on the date, time and at the address mentioned in the RFP Documents.

Please note:

- Technical bid of only those Bidders shall be opened who meet the Pre-Qualification requirements.
- Financial Bid of only those Bidders shall be opened who are technically qualified as per the clause 4.1.

#### **4.9 Non-Conforming bids**

A bid may be construed as a non-conforming bids and ineligible for consideration:

- If it does not comply with the requirements of this RFP.
- If a bid does not follow the format requested in this RFP or does not appear to address the requirements of the solution.

#### **4.10 Confidentiality**

All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful Bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances.

### **5 Award of Contract**

#### **5.1 Notification of Award**

Prior to the expiration of the validity period, NTA will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted (Letter of Intent). In case the tendering process / Public procurement process has not been completed within the stipulated period, the NTA, may request the Bidders to extend the validity period of their Proposal.

The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

#### **5.2 Performance Bank Guarantee**

- I. As a condition precedent to execution of the Agreement, the Successful Bidder shall ensure submission of the requisite performance security of 5% of the total project cost in the favour of DG, NTA in the form of DD/FDR or BG from Nationalized/Schedule bank within 15 days of receipt of the LOI as a Performance Bank Guarantee (PBG) for the services to be performed under the resultant Agreement.
- II. The Performance Bank Guarantee (PBG) shall be for an amount equivalent to 5% of the total financial bid value (as per the financial bid format mentioned in the RFP) in the format prescribed in RFP, issued by any of the nationalized or scheduled banks only. The Performance Bank Guarantee shall be kept valid up to a period of 3 (three) months after the completion of the project.
- III. PBG shall be invoked by Authority, in the event the Bidder:
  - a. Fails to meet the overall penalty condition as mentioned in RFP or any changes agreed between the parties,
  - b. Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of Authority,
  - c. Misrepresents facts/information submitted to Authority.
- IV. The performance bank guarantee shall be discharged/returned by Authority upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

- V. In the event of the Bidder being unable to service the contract for whatever reason(s), Authority shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Authority under the contract in the matter, the proceeds of the PBG shall be payable to Authority as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.
- VI. On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Authority, Contract Completion Certificate shall be issued and the PBG would be returned to the Bidder after deducting the penal amount, if any.

### **5.3 Signing of agreement**

Subsequent to Department notification to the Successful Bidder by way of an LOI, acceptance of the LOI and submission of the Performance Guarantee, the Successful Bidder shall execute the agreement with the Department. Failure of the Successful Bidder to furnish the Performance Guarantee or execute the Agreement within the prescribed time shall cause the EMD of the Successful Bidder to be liquidated. In such an event, the Department shall negotiate with the next eligible bidder. The Successful Bidder will be liable to indemnify the Department for any additional cost or expense incurred on account of failure of the Successful Bidder to execute the Agreement.

Notwithstanding anything to the contrary mentioned above, the Department at its sole discretion shall have the right to extend the timelines for execution of Agreement on the request of the Successful Bidder, provided the same is bonafide.

### **5.4 Concessions permissible under statutes**

Bidder, while quoting against this RFP, must take cognizance of all concessions permissible, if any, under the statutes and ensure the same is passed on to the Department, failing which it will have to bear extra cost. In case Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc., the Department will not take responsibility towards this. However, the Department may provide necessary assistance, wherever possible, in this regard.

### **5.5 Taxes**

The Bidders shall fully familiarize themselves about the applicable domestic taxes (such as GST, value added or sales tax, service tax, income taxes, duties, fees, levies etc.) on amounts payable by Department under the Agreement. All such taxes must be included by Bidders in the Financial Bid.

### **5.6 Terms of Payment**

- I. The request for payment shall be made to the Department in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- II. The Department shall make all efforts to make payments within thirty (30) days of receipt of invoice(s) and all necessary supporting documents.
- III. The currency or currencies in which payments shall be made to the SI under this Contract shall be Indian Rupees (INR) only.
- IV. All remittance charges shall be borne by the SI.
- V. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.



- VI. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.
- VII. Taxes, as applicable, shall be deducted / paid, as per the prevalent rules and regulations
- VIII. Payments to Selected Bidder, after successful completion of the target milestones (including specified project deliverables), shall be made as mentioned in this RFP.
- IX. Time line for payment will be as per Section 9 Payment Schedule

## **5.7 Right to vary the scope of Work**

### **5.7.1 Right to vary the scope of the work**

The Department reserves its right to make changes to the scope of the work at the time of execution of the resultant Contract. If any such change causes an increase or decrease in the cost of, or the time required for the Selected Bidders performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment (if required) shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Selected Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the SI's receipt of the Department's changed order.

**The SI shall also note that the activities defined within scope of work are indicative and may not be exhaustive. It may be modified based on Department's requirement, SI is expected to perform independent analysis of any additional work that may be required to be carried out to fulfil the requirements as mentioned in the RFP and factor the same in their techno- commercial bid response**

### **5.7.2 Cost Control**

#### **5.7.2.1 Bill of Quantities**

The Bill of Quantities will contain the requisite items and their estimated quantities for the project work to be done by the Selected Bidder.

##### **5.7.2.1.1 Changes in the Quantities**

- The Selected Bidder is bound to execute all the supplemental works that are found essential, incidental, and inevitable during execution of project works.
- The payment of rates for any supplemental items beyond the quantities estimated in the BoQ will be regulated as under:
  - For quantities in excess of the proposed BoQ, the Department or any authorized official/SI nominated by the Department shall validate the requirements and necessity of variations in quantity or extra items after due diligence, based on site conditions and work contingencies.
  - The recommendations of the Department or any authorized official/ SI nominated by the Department will be submitted to the Department for its consideration and necessary approval.

##### **5.7.2.1.2 Extra (New) Items**

- Extra items of work shall not vitiate the contract. The reimbursement for extra items shall be validated and cleared by the Department. The SI shall be bound to execute extra items of work as directed by the Department. The rates for extra items shall be worked out based on the unit rates quoted by the Bidder in Financial Bid and shall be paid extra, as per mutually agreed terms and conditions.

- For new items which are beyond the scope of the BoQ, any authorized official/ SI shall validate the requirements and necessity of such new/extra items after due diligence, based on site conditions and work contingencies.
- The Selected Bidder shall submit in writing well in advance at least 14 days before the Department a statement of extra items if any that they need to initiate during the course of project works.

### **5.8 Fraud and corrupt practices**

Department requires that Bidder must observe the highest standards of ethics during the entire process of RFP evaluation and during execution of the contract. In pursuance of this policy, Department defines, for the purpose of this provision, the terms set forth as follows:

- “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of the Department in contract executions.
- "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to the Department, and includes collusive practice among Bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Department of the benefits of free and open competition.
- “Unfair trade practices” means supply of services different from what is ordered on or change in the Scope of Work which is given by the Department in this RFP.
- “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of a contract.

Department shall reject the Bid proposal for award of contract, if it determines that the Bidder recommended for award, has been found to have been engaged in corrupt, fraudulent, or unfair trade practices. Once the contract is signed and if it is noticed that the SI has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for the Department for termination of the contract and initiate blacklisting of the SI.

## **6 General Conditions of Agreement**

### **6.1 Interpretation**

In this RFP unless a contrary intention is evident:

- a. “Party” shall mean SI or Department individually and “Parties” shall mean SI and Department collectively.
- b. the clause headings are for convenient reference only and do not form part of the Agreement.
- c. unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses.
- d. the word “includes” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases.
- e. unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of the Agreement including any amendments or modifications to the same from time to time.
- f. a word in the singular includes the plural and a word in the plural includes the singular.

- g. a word importing a gender includes any other gender.
- h. a reference to a person includes a partnership and a corporate body.
- i. a reference to legislation includes legislation repealing, replacing or amending that legislation.
- j. Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- k. In the event of an inconsistency between the terms of the Agreement and the RFP and the Bid, the terms of the RFP shall prevail.
- l. In case there is a contradiction between the clauses mentioned in the RFP, the below hierarchy of clauses in order of precedence shall be applicable:
  - Pre-bid clarification and Corrigendum, if any
  - RFP document

## **6.2 Project scope**

- I. The Scope of the Work under the Agreement shall be as defined in Section 7 of the said RFP.
- II. The Department shall engage SI to provide services related to **Revamp of Rooms & Cabins, and** implementation of ICCC, using which the Department intends to monitor its examination process. SI with prior written approval of the Department would have the right to appoint a Sub-Contractor for subcontracting any part of the Works/Services to such nominated Subcontractor. The Sub Contractor to be appointed and the subcontract shall be in a form and manner acceptable to the Department. The Subcontractor shall fully abide by the terms and conditions of the Agreement. It is a fundamental term of the Agreement that appointment of a Sub Contractor would not absolve SI of any obligations to be performed by the Sub Contractor under the Agreement, and SI shall be responsible for all acts of the Sub Contractor and indemnify the Department for losses, damages, claims suffered by the Department due to any acts of omission and commission by the Sub Contractor while performing its obligations under the subcontract.

## **6.3 Key Performance Measurements**

- I. Unless specified by the Department to the contrary, SI shall deliver the Goods, perform the Services and carry out the Scope of Work in accordance with the terms of the RFP and the Agreement.
- II. If the Agreement, Scheduled Requirements, Service Specification includes more than one Document, then unless the Department specifies to the contrary, the later in time shall prevail over a Document of earlier date to the extent of any inconsistency.
- III. The Department may propose to amend any of the terms and conditions in relation to the Agreement/Service Specifications which shall be amended in consensus and mutual consent of SI and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Schedule of Requirements and if such directions are resulting in extra time/fund requirement on part of SI; accordingly Department shall by way of issuing a change request or otherwise extend the timelines and/or increase the price.

## **6.4 Standards of Performance**

SI shall perform the Activities/Services and carry out its obligations under the Agreement with due diligence and in accordance with Good Industry Practices. SI shall employ appropriate advanced technology and engineering practices, shall maintain high safety standards, safe and effective equipment, machinery, material, and methods, and shall always act, in respect of any matter relating

to this Agreement, as faithful advisors to the Department and shall, at all times, support and safeguard the Department's interests in any dealings with third parties.

### **6.5 Approvals and Required Consent**

The Department shall extend all necessary support to SI to obtain, maintain and observe all Applicable Permits/Approvals as may be necessary for SI to fulfil all its obligations under the Agreement and/or for providing Goods and Services to the Department.

In the event, despite the support provided by the Department, the Applicable Permit/Approval could not be obtained by SI within the Appointed Date, SI and the Department shall discuss and co-operate with one another for achieving a reasonable alternative arrangement at the earliest, so that there is minimal disruption of Work or business operations, until such Approval(s) is/are obtained. However, if for any reason, no alternative arrangement could be achieved, Parties shall mutually decide the further course of action, however, until then, SI shall not be relieved of its obligations to provide the Services and to achieve the Service Levels.

### **6.6 SI's Obligations**

- I. SI's obligations shall include performance of all the Services as specified in the Scope of Work in this RFP.
- II. It shall be SI's responsibility to ensure the proper and successful implementation, performance, and continued operation of the proposed solution in accordance with and in strict adherence to the terms of its Bid, the RFP, and the Agreement.
- III. SI shall be fully responsible for development/installation/deployment and integration of all the software and hardware components and for resolving any problems/issues that may arise due to integration of components.

### **6.7 Services provided by OEMs**

- I. SI shall ensure that the OEMs supply all Goods, including associated accessories and software required for the execution of the Works and shall support SI in the installation, commissioning, integration, and maintenance of these components during the entire period of Agreement.
- II. SI shall ensure that the commercially available Off-The-Shelf (COTS) products supplied by the OEMs shall support SI in the installation/deployment, during the entire period of Agreement.

### **6.8 Adherence to safety procedures, rules regulations and restriction**

- I. SI's Team shall comply with the provision of all Applicable Laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory Government Agencies and by Department shall be applicable in the performance of this Agreement and SI's Team shall abide by these Applicable Laws.
- II. SI shall take all measures necessary or proper to protect its Key Personnel, Work and facilities and shall observe all reasonable safety rules and instructions. SI's Team shall adhere to all security requirement/regulations of the Department during the execution of the Work. Department's employees shall also be required to comply with safety procedures/policy.
- III. SI shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation related to the Works/Project and shall take all necessary emergency control steps to avoid such abnormal situations.

## **6.9 Statutory Requirements**

During the tenure of the Agreement nothing shall be done by SI in contravention of Applicable Laws or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Department indemnified in this regard.

## **6.10 Department's Obligation**

- I. Department or its nominated representative shall act as the nodal point for implementation of the Agreement and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to SI.
- II. Department shall ensure that timely approvals are provided to SI as and when required, which may include approval of Project Plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of the Agreement.
- III. The Department's representative shall interface with SI, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Agreement. Department shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Department is proper and necessary.
- IV. Department may provide on SI's request, particulars/information/or documentation that may be required by SI for proper planning and execution of the Works and for providing Services covered under the Agreement and for which SI may have to coordinate with respective vendors.
- V. Department shall provide to SI only sitting space and basic infrastructure not including stationery and other consumables at the Department's office locations.
- VI. Readiness of the Project site: Department hereby agrees to make the Project sites ready as per the agreed specifications, within the agreed timelines. Department agrees that SI shall not be in any manner liable for any delay arising out of Department's failure to make the site ready within the stipulated period.

## **6.11 Payments**

- I. Department shall make payments to SI at the times and in the manner set out in the Payment schedule as specified under Payment Milestones in this RFP subject to the penalties as mentioned under "Service Levels" of this RFP. Department shall make all efforts to make payments to SI within 30 days of receipt of invoice(s) and all necessary supporting documents.
- II. All payments agreed to be made by Department to SI in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes, and other charges whenever levied/applicable, if any, and Department shall not be liable to pay any such levies/other charges under or in relation to the Agreement and/or the Services.
- III. No invoice for extra work/change order on account of change order shall be submitted by SI unless the said extra work/change order has been authorized/approved by the Department in writing in accordance with Change Control Note.
- IV. In the event of Department noticing at any time that any amount has been disbursed wrongly to SI or any other amount is due from SI to the Department, the Department may without prejudice to its rights recover such amounts by other means after notifying SI or deduct/adjust such amount from any payment falling due to SI. The details of such recovery, if any, shall be intimated to SI before deducting the payment. A response from SI shall be sorted by Department for their inputs decided as part of deductions. Similarly, SI shall also be entitled to receive the payment of any undisputed amount under subsequent invoice for any amount

that has been inadvertently omitted in previous invoice on the part of the Department or SI.

- V. All payments to SI shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under Applicable Laws. All costs, damages or expenses which Department may have paid or incurred, for which under the provisions of the Agreement, SI is liable, the same shall be deducted/set off by Department from any payments/dues payable to SI. All payments to SI shall be made after making necessary deductions as per terms of the Agreement and recoveries towards facilities, if any, provided by the Department to SI on chargeable basis.

## **6.12 Intellectual Property Rights**

- I. Except for any ownership rights in any intellectual property that have been expressly granted to the SI under the Agreement, the Department shall exclusively retain all rights, title and interest in and to any third-party licensed technology, including all worldwide technology and Intellectual Property Rights which has been used for the Project.
- II. **Preservation of notice:** SI shall not remove, efface or obscure any copyright notices or other proprietary notices or legends from any licensed technology or materials provided under the Agreement, and shall reproduce all such notices and legends when incorporating licensed technology or materials into any integrated products.
- III. Department shall exclusively own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of the Agreement, including but not limited to all processes, software, technology, processes, methodologies, process improvements, ideas, concepts, products, specifications, reports and other documents which have been newly created and developed by SI or its Subcontractor solely during the performance of Services/execution of the Agreement (hereinafter "Developed Materials") and for the purposes of inter-alia use during the Project. SI shall have no rights in such Developed Materials and undertakes to promptly disclose to the Department all such Intellectual Property Rights/Developed Materials created during the performance of the Services/Works. SI shall promptly assign, completely and in writing to Department any such Developed Materials and shall execute all such agreements/documents and obtain all permits and approvals that may be necessary to perfect Department's rights in the Developed Materials. It is a fundamental provision of the Agreement that SI will not violate or breach any Intellectual Property Rights of the Department. Should SI use or provide unauthorized access to the Developed Materials or breach any of the confidentiality of these Developed Materials, the Department shall have the right to terminate the Agreement forthwith and seek injunctive and other equitable reliefs.
- IV. **Pre-existing work:** All Intellectual Property Rights existing prior to the Effective Date of the Agreement shall belong to the Party that owned such rights immediately prior to the Effective Date. Subject to the foregoing, the Department will also have rights to use and copy all Intellectual Property Rights, process, specifications, reports and other document, drawings, manuals etc. provided or used by the SI / Sub- Contractors as part of the Scope of Works under the Agreement for the purpose of the Agreement on non-exclusive, non-transferable, perpetual, royalty-free license to use basis.
- V. **Commercially off the Shelf (COTS)/third party products:** All COTS products and related solutions and fixes provided pursuant to the Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such products. Such licenses shall be brought on behalf of and in the name of the Department or mentioning the Department as the end user of such licenses. SI shall be responsible for arranging any licenses associated with products. Unless otherwise specifically restricted by the licensing terms of the COTS products, all Intellectual Property Rights in any development / enhancement /

customization etc. done on the COTS products pursuant to the Agreement shall be owned by the Department.

- VI. Further, the SI shall be obliged to ensure that all Applicable Permits which are, inter- alia, necessary for use of the Deliverables, Goods, Services, applications works etc. provided/ undertaken by the SI / Sub-Contractors under the Agreement shall be acquired in the name of the Department and to use such permits till the term of such permits on behalf of the Department solely for the purpose of execution of any of its obligations under the terms of the Agreement. However, even subsequent to the Term/expiry of the Agreement, such Approvals/Applicable Permits shall endure to the exclusive benefit of the Department.
- VII. SI shall not copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with or cause to reduce the value of the Products except as expressly authorized by Department in writing.
- VIII. In the event SI's Intellectual Property Rights are embedded in the Deliverables, SI grants to Department a non-exclusive, non-transferable, irrevocable, royalty free and perpetual license for the Department's internal use of the same as part of the Deliverables in which they are embedded. Nothing contained in this Agreement shall be construed to grant the Department any right to use or exploit such SI's Intellectual Property Rights in its stand-alone form separate and apart from the Deliverables.

### **6.13 Taxes**

- I. SI shall bear all personal taxes levied or imposed on its Personnel, or any other member of SI's Team, etc. on account of payment received under the Agreement. SI shall bear all corporate taxes, levied or imposed on SI on account of payments received by it from the Department for the Work done/Services provided under the Agreement.
- II. SI shall bear all outgoings, cess, taxes (including municipal taxes), levies, import duties, fees (including any license fees) rates and other user charges (including those applicable for existing utility connections and any other dues, assessments or outgoings payable in respect of implementation of the Project, (including new utility connections obtained by it, if any) or in respect of the materials stored therein which may be levied by any Government Department as may be levied or imposed on SI under or in relation to the Agreement and under the Applicable Laws including but not limited to Goods & Services Tax (GST) (including any IGST,CGST & SGST) and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire Agreement period and thereafter till such time the liability relates to SI's obligation under the Agreement, i.e., on account of Goods supplied and Services rendered and payments received by it from the Department under the Agreement. It shall be the responsibility of SI to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. SI shall also provide the Department such information, as it may be required in regard to SI's details of payment made by the Department under the Agreement for proper assessment of taxes and duties as may be imposed under Applicable Laws. The amount of tax withheld by the Department shall at all times be in accordance with Indian Tax Law or any other Government SI and the Department shall promptly furnish to SI original certificates for tax deduction at source and paid to the Tax authorities.
- III. SI agrees that it shall comply with the Indian Income Tax Act or any other Applicable Laws in force from time to time and pay Indian Income Tax or other applicable taxes and duties, as may be imposed/levied on them by the Indian Income Tax Authorities/Government Authorities, for the payments received by them for the Works performed under the Agreement.

- IV. SI shall fully familiarize themselves about the taxes applicable to the Bidders under Applicable Laws on the amounts payable by the Department to them under the Agreement. All such taxes must be included by Bidders in their financial proposal. (Bidder to find out applicable taxes for the components being proposed.)
- V. Should SI fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws, and consequently, any interest or penalty is imposed by the concerned Department on Department/SI, SI shall bear the same. SI shall indemnify Department from and against any and all claims, liabilities, losses or damages arising out of the Agreement or in connection with such taxes, including interest and penalty levied/assessed by any such tax Department against the Department/SI.
- VI. The goods and services tax (GST) on Works (Central or State) if levied on supplies made from indigenous vendors for the Works shall be borne by SI within the Agreement Value.
- VII. The Department shall if so, required by Applicable Laws in force, at the time of payment, deduct income tax payable by SI at the rates in force, from the amount due to SI and pay to the concerned tax Department directly.

#### **6.14 Indemnity**

The SI hereby indemnifies and agrees and undertakes that from the Effective Date and thereafter during the Term and even after expiry of the Term, it shall keep indemnified and otherwise saved and harmless the Indemnified Parties from and against any and all third party claims for Liabilities, demands made against and/or loss caused and/or the damages suffered and/or cost, charges/expenses incurred or put to and/or penalty levied and/or any claim due to injury or death of any person and/or loss or damage caused or suffered to any property owned or belonging to Department, their agents and employees or third party as a result of any acts, deeds or thing done or omitted to be done by SI (or any personnel, agent, representative, or Sub- Contractors thereof) or on the failure of the SI to perform any of its statutory duty and/or obligations or failure or negligence on the part of SI to comply with any applicable Laws applicable to the SI as an IT Service Provider or applicable Permits or as a consequence of any notice, show cause notice, action, suit or proceedings, given, initiated, filed or commenced by any third party (including end users or Government Department) or as a result of any failure or negligence or default of the SI or the Sub- Contractors and/or their invitees as the case may be, in connection with or arising out of the Agreement or arising out of or in connection with SI's use and occupation of the Site located thereon. Notwithstanding anything to the contrary contained herein, in no event shall any of the Indemnified Parties be liable to indemnify the SI for any matter arising out of or in connection with the Agreement in respect of any indirect or consequential loss, including loss of profit, suffered by the SI.

The indemnity provisions herein and under the Agreement shall survive expiry or earlier termination of the Agreement.

#### **6.15 Notice and Contest of Claims/Demand**

In the event that any Party hereto receives claims or demands from a third party in respect of which it is entitled to the benefit of an indemnity or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and/or shall not settle or pay the claim/ demand without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and at its (Indemnifying Party's) risk, costs and expense. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying



Party may reasonably require.

### **6.16 Term and Extension of the Agreement**

- I. The Agreement Term/period shall commence from the date of signing of Agreement or issuance of letter of intent/letter of award, whichever is earlier, and shall remain valid for the term of the project as defined in this RFP. SI shall complete all Works stipulated under the Agreement within the time period specified under this Section "Term and Extension of the Agreement".
- II. If any delay occurs due to circumstances beyond control of SI such as strikes, lockouts, fire, accident, delay in obtaining Applicable Permits/Approvals or any cause whatsoever beyond the reasonable control of SI, a reasonable extension of time/Term, upon a request being made by SI in writing at least three months in advance shall be granted by the Department in writing.
- III. The Department shall reserve the sole right to grant any such extension to the Term above mentioned and shall notify in writing to SI, at least 7 (seven) days before the expiration of the Term hereof, whether it shall grant SI an extension of the Term or not. The decision to grant or refuse the extension of the Term shall be at the Department's sole discretion and such extension of the Agreement, if any, shall be as per terms agreed mutually between the Parties.
- IV. Where the Department is of the view that no further extension of the Term should be granted to SI, the Department shall notify SI of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, SI shall continue to perform all its obligations hereunder till the duration of the Term. During the notice period, the Department shall either appoint an alternative SI /Replacement Service Provider/reappoint SI for a short extension or create its own infrastructure to operate such Services as are provided under the Agreement.
- V. In the event of any failure or delay by Department to hand over the right of way to the Site or Approvals to the SI, such failure or delay shall in no way affect or vitiate the Agreement or alter the character thereof or entitle the SI to damages or compensation thereof, but in any such case, Department may grant such extension or extensions of the Completion Date, as may be considered reasonable.

### **6.17 Dispute Resolution**

- I. In case, a dispute is referred to arbitration, the arbitration shall be under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof.
- II. If during the subsistence of the Agreement or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, breach or any alleged breach of any provision of the Agreement or regarding any question, including as to whether the termination of the Agreement by one Party hereto has been legitimate/valid, the Parties hereto shall endeavor to settle such dispute amicably through joint discussion and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996. However, despite such efforts, if the dispute, differences or controversy still remains unresolved for a period of 30 days of its having been raised, then the same shall be referred to Arbitration.
- III. The Arbitration proceedings shall be held in the following manner:
  - a. The Arbitration proceedings shall be held in Delhi, India.
  - b. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996 and any re-enactment(s) and/or modification(s) thereof and of the Rules framed thereunder shall apply to arbitration proceedings.
  - c. The proceedings of Arbitration shall be in English language.

- d. Any dispute, difference or question to be referred to arbitration shall be initially referred to a mutually acceptable sole arbitrator. In case the Parties are unable to agree upon the sole arbitrator, then each Party shall appoint one arbitrator each and the two arbitrators so appointed shall appoint the third arbitrator, who shall be the Presiding Arbitrator.
- e. In case, a Party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other Party or if the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of the Delhi High Court or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the Parties.
- f. Any letter, notice or other communications dispatched to SI relating to either arbitration proceeding or otherwise whether through the post or through a representative on the address last notified to the Department by SI shall be deemed to have been received by SI although returned with the remarks, refused 'undelivered' where about not known or words to that effect or for any other reasons whatsoever
- g. If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the Department to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both Parties consent for the same; otherwise, he shall proceed de novo.
- h. It is a term of the Agreement that the Party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- i. It is also a term of the Agreement that neither Party to the Agreement shall be entitled for any interest on the amount of the award.
- j. The Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the Parties.
- k. The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the Parties.

### **6.18 Conflict of Interest**

There shall be no conflict of interest. SI shall disclose to the Department in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for SI or SI's Team) in the course of providing Goods and performing the Works/Services as soon as practical after it becomes aware of that conflict and, the Department shall be free to take any suitable action that it deems fit.

### **6.19 Publicity**

SI shall not make or permit to be made a public announcement or media release about any aspect of this Agreement unless the Department first gives SI its written consent.

### **6.20 Force Majeure**

- I. The SI or Department, as the case may be, shall be entitled to initially suspend the performance of its respective obligations under the Agreement to the extent that the SI or Department, as the case may be, is unable to render such performance due to a Force Majeure Event.
- II. In the Agreement, no event or circumstance and/or no combination of events and

circumstances shall be treated as a Force Majeure Event unless it satisfies all the following conditions

- a. materially and adversely affects the performance of an obligation.
  - b. are beyond the reasonable control of the affected Party.
  - c. such Party could not have prevented or reasonably overcome with the exercise of Good Industry Practice or reasonable skill and care.
  - d. do not result from the negligence or misconduct of such Party or the failure of such Party to perform its obligations hereunder; and
  - e. which, by itself or consequently, has an effect described in Section 5.41.
- III. "Force Majeure Event" includes the following events and/ or circumstances to the extent that they or their consequences satisfy the requirements set forth in Section 5.41 (II):
- a. war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting the Project Land.
  - b. revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within the Project Land or near vicinity.
  - c. nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Project Land and/or the Assets, unless the source or cause of the explosion, contamination, radiation or hazardous thing is brought to or near the Project Land by the Developer or any Affiliate of the Developer or any Sub-Contractor of the Developer or any of their respective employees, servants or agents.
  - d. strikes, working to rule, go-slows and/or lockouts which are in each case widespread, nationwide or political and affects the Project Land.
  - e. any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, within the Project Land or near vicinity.
  - f. explosion (other than a nuclear explosion or an explosion resulting from an act of war) within the Project Land or near vicinity.
  - g. epidemic or plague within the Project Land or near vicinity; and
  - h. any event or circumstances of a nature analogous to any events set forth within the Site or near vicinity.
- IV. It is clarified that non-availability of any plant, equipment, materials or financial resources for any reason whatsoever shall not be deemed to be an event of Force Majeure.
- V. Force Majeure shall not include any events caused due to acts/omissions of SI resulting in a breach/contravention of any of the terms of the Agreement and/or SI's Bid. It shall also not include any default on the part of SI due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Agreement.
- VI. In such an event, the affected Party shall inform the other Party in writing within 5 (five) days of the occurrence of such event. Any failure or lapse on the part of SI in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure Events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute Force Majeure, as set out above.
- VII. In case of a Force Majeure Event, all Parties shall endeavour to agree on an alternate mode of

performance in order to ensure the continuity of the Service/ Works and implementation of the obligations of a Party under the Agreement and to minimize any adverse consequences of Force Majeure.

- VIII. If at any time, during the Term, the performance in whole or in part by either Party of any obligation under the Agreement is prevented or delayed by reason of any Force Majeure Event, and notice of the happening of any such event is given by the affected Party to the other Party in accordance with Section 6.20, neither Party shall by reason of such event, be entitled to terminate the Agreement nor shall either Party have any claim for damages against the other in respect of such non-performance or delay in performance and the Project (or the parts so affected) due to such Force Majeure Event and the Agreement shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the Department as to whether the Project have been so resumed or not shall be final and conclusive.

### **6.21 Liquidated Damages**

- I. If SI fails to supply, install or maintain any or all of the Goods or fails to complete the Works or fails to provide the Services as per the Agreement, within the time period(s) specified in this RFP, the Department without prejudice to its other rights and remedies under the Agreement, deduct from the Agreement value, as liquidated damage per week of 0.3% of total project cost per till such time the default continues.
- II. The deduction shall not in any case exceed 5% of total project cost and upon reaching such limit, the Department shall, in its sole discretion, be entitled to terminate the Agreement. The Department may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any payments due to SI in its hands (which includes the Department's right to claim such amount against SI's Bank Guarantee) or which may become due to SI at a prospective date. Any such recovery or liquidated damages shall not in any way relieve SI from any of its obligations to complete the Work or from any other obligations and liabilities under the Agreement.
- III. Delay not attributable to SI shall be considered for exclusion for the purpose of computing liquidated damages.

### **6.22 Risk and Cost**

If the deliveries are not maintained and due to that account NTA is forced to buy the material/ services at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from defaulter supplier.

### **6.23 Cartel Formation / Pool Rates**

If Procuring Entity decides this to be a case of Cartel/ Pool Rates, leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified in Competition Act, 2002, as amended from time to time, it reserves its rights to:

- a. order any quantity on any one or more bidders without assigning any reason thereof.

And/ or

- b. consider it as a violation of the Code of Integrity and reject the bid(s) as nonresponsive in addition to other punitive actions provided in this regard in the Tender Document. In addition to such remedies, the Procuring Entity also reserves the right to refer the matter to the Competition Commission of India (CCI) for obtaining necessary relief. In addition, the attention of the bidders is

drawn to Chapter VI of the “The Competition Act 2002”, which deals with Penalties. Such actions shall be in addition to other rights and remedies available to the Procuring Entity under the contract and Law.

#### **6.24 Limitation of Liability**

- I. Notwithstanding anything to the contrary in this Agreement, the liability of one Party towards the other Party for any damages or compensation of any nature whatsoever under this Agreement, shall not exceed Total Project Cost. For avoidance of doubt, the limitation hereunder shall not apply to any or all liabilities in respect of third parties. The Parties agree that the MFI’s liability will be uncapped in case of any liabilities arising due to:
  - a. any amount payable as indemnity to the Department due to its acts or omissions
  - b. or fraud, gross negligence and willful misconduct.
  - c. breach of any Applicable Laws or any Applicable Permits.
  - d. any claims or loss on account of Intellectual Property rights violation by the MFI;
  - e. any personal bodily injury or death of any person caused by, arising out of or in connection with its performance of this Agreement; or
  - f. any loss of or physical damage to property of the Department or any third party caused by, arising out of or in connection with the performance of this Agreement.
- II. The provisions of this Section 5.45 shall survive Termination.

#### **6.25 Security and Safety**

- I. SI shall comply with the directions issued from time to time by the Department and the standards related to the security and safety, in so far as it applies to the provision of the Services.
- II. SI shall upon reasonable request by the Department, or its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

#### **6.26 Confidentiality**

- I. SI shall not, either during the Term or after expiration of the Agreement, disclose any proprietary or Confidential Information relating to the Services/Agreement and/or Department’s business/operations, information, application/software, hardware, business data, architecture schematics, designs, storage media and other information/documents without the prior written consent of the Department.
- II. The Department reserves the right to adopt legal proceedings, civil or criminal, against SI in relation to a breach of obligation by SI under this Section.
- III. SI shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the Department to the satisfaction of the Department.
- IV. SI shall notify the Department promptly if it is aware of any unauthorized disclosure of the Confidential Information otherwise than as permitted by the Agreement or with the Department of the Department.
- V. SI shall be liable to fully recompense the Department for any loss of revenue arising from breach of confidentiality.

## 6.27 Change Control Notice

- I. This applies to and describes the procedure to be followed in the event of any proposed change to Agreement, site Implementation, and Service levels. Such change shall include changes in the scope of services provided by SI and changes to the terms of payment.
- II. Change requests in respect of the Agreement, the site implementation, or the Service levels shall emanate from the Parties' representative who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Process and shall complete Part A of the CCN (in annexures). CCNs shall be presented to the other Party's representative who shall acknowledge receipt by signature of the authorized representative of the Department.
- III. SI and the Department while preparing the CCN, shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required. The CCN shall be applicable for the items which are beyond the stated/implied scope of work as per the RFP document.
- IV. Pricing for changes for IT work will be done through Functional Point Analysis and for Non-IT components, the market costs of those components will be considered.
- V. SI shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN SI shall provide as a minimum:
  - a. a description of the change.
  - b. a list of Deliverables required for implementing the change.
  - c. a timetable for implementation.
  - d. an estimate of any proposed change; or any relevant acceptance criteria.
  - e. an assessment of the value of the proposed change.
  - f. Material evidence to prove that the proposed change is not already covered within the scope of the RFP, Agreement and Service Levels.
- VI. Prior to submission of the completed CCN to the Department or its nominated agencies, SI shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, SI shall consider the materiality of the proposed change in the context of the Agreement, the sites, Service levels affected by the change and the total effect that may arise from implementation of the change.
- VII. Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided SI meets the obligations as set in the CCN. In the event SI is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party shall be borne by SI. Change requests and CCNs shall be reported monthly to each Party's representative who shall prioritize and review progress.

## 7 Scope of Work

### 7.1 Geographical Scope of Services

The following is a summary of the geographical extent of the project.

System Description	Location
Revamp of Rooms & Cabins	5 <sup>th</sup> Floor, NTA, NSIC-MDBP Building,

System Description	Location
	Okhla Phase-III, New Delhi -110020
Integrated Command and Control center	5 <sup>th</sup> Floor , NTA, NSIC-MDBP Building, Okhla Phase-III, New Delhi -110020

## 7.2 Key Features

- a. The ICCC will have ICCC Hall with Video Wall and Operator Workstations, Lounge Space, Meeting Rooms, Conference Rooms, Cafeteria, Reception, etc.
- b. Establishment & commissioning of IT & Non-IT infrastructure for ICCC as mentioned in Clause 1.2.1 above and Clause 7.3 Detailed Scope of Work
- c. Revamping of interior and furniture at rooms/cabins at NTA Office

## 7.3 Detailed scope of work

The broad scope of work of the System Integrator will be **Revamp of Rooms & Cabins and Supply, Installation, Testing and Commissioning (SITC) of Integrated Control and Command Centre (ICCC)** on a Turnkey basis to complete the system with every aspect.

Since this is a Turnkey project, the bidders shall include any other components/equipment required for completion of this project and submit their bid accordingly.

The following table indicates the tentative scope of work in a broader perspective:

<b>NON-IT INFRASTRUCTURE</b>		
S. No.	Work head	Scope of Work
1)	Civil Works	<p>It would cover the following tasks (wherever applicable), with an objective that in case of dismantling / repairing / trenching / conduiting etc. the area shall be brought to initial position with necessary finishing work all complete.</p> <ul style="list-style-type: none"> <li>• Interior Putty &amp; Painting on Walls and Roofs</li> <li>• Hardware and Metals</li> <li>• Doors and Locking</li> <li>• Partition Walls / Wall cladding</li> <li>• Flooring</li> <li>• False Ceiling</li> <li>• Furniture</li> <li>• Decorative Work</li> <li>• Signages</li> <li>• Painting frames</li> <li>• Planters and green elements</li> <li>• Decorative and wall coverings</li> <li>• Glass films</li> <li>• Decorative lights</li> </ul>

Request for Proposal (RFP) for Selection of System Integrator (SI) for Revamp of Rooms, Cabins & Command Centre at 5th Floor for National Testing Agency (NTA)

		<ul style="list-style-type: none"> <li>Bathroom fittings &amp; wall tiles</li> </ul>
2)	Electrical Works	<p>All the electrical requirement of the ICCC Room including</p> <ul style="list-style-type: none"> <li>Sufficient Ceiling Lighting in the room.</li> <li>Sufficient Power Supply &amp; switches for all the equipment's.</li> <li>Items should be made in India as per Govt. policy 2017 and amended time to time.</li> </ul>
3)	Earthing System	<ul style="list-style-type: none"> <li>Earthing should be done for the entire power system and provisioning should be there to earth UPS systems, Power distribution units, AC units, etc. to avoid a ground differential. NTA shall provide the necessary space required to prepare the earthing pits.</li> <li>Items should be made in India as per Govt. policy 2017 and amended time to time.</li> </ul>
4)	Cabling Infrastructure	<ul style="list-style-type: none"> <li>The SI shall provide standardized cabling for all devices and subsystems in the field.</li> <li>SI shall ensure the installation of all necessary cables and connectors at the ICCC site for smooth functioning of the ICCC.</li> <li>The cabling should be done in such a way that the aesthetic of the ICCC is maintained.</li> <li>Items should be made in India as per Govt. policy 2017 and amended time to time.</li> </ul>
5)	Air-Conditioning System	Adequate Air-Conditioning System for ICCC should be provisioned
6)	Work station	<p>Miscellaneous Furniture works</p> <ul style="list-style-type: none"> <li>Modular Workstations, Miscellaneous tables</li> <li>Modular Furniture for ICCC room, Office Cabinet for keeping files, Storage with doors, lock, Handle and slots for ventilation</li> </ul>
7)	Chairs	Supply of office working chairs suitable for long hour work and acceptable to human posture for ICCC Centre. Chairs must have wheels, adjustable back support and handles.
<b>IT INFRASTRUCTURE</b>		
1)	Networking – I/O Boxes	Supply and installation of necessary Network Cabling (CAT 6/6a cable laying), Network I/O ports, Port Termination and other Network Elements in the ICCC room.



2)	Safety, Security and Surveillance System (CCTV, Access Control System, etc.)	Supply of CCTV and Access Control Systems to maintain safety and security of the ICCC including logs management, CCTV footage storage and to maintain restricted entry in the ICCC. The Access Control system shall have the option of authorization through Biometric and Proximity Card for the entries and it should be centrally manageable.
3)	ICCC Infrastructure (including Video Wall and other Infrastructure)	ICCC room shall have a video wall. There will be a requirement of workstations for ICCC operations along with furniture and IO for voice / data ports on all workstations.

Internet Lease Line	Providing 2 dedicated Internet Lease Line with VPN (1:1) of 300 Mbps each i.e. one primary line and one secondary line along with load balancer during the complete O&M period.
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**Warranty:** Warranty support of the ICCC infrastructure i.e. both IT & Non-IT infrastructure for a period of 1 year has to be supplied through this tender.

**O&M:** O&M support of the ICCC IT infrastructure for a period of 4 years has to be supplied through this tender.

**Documentation:** All the drawings, manuals for installation, operation and maintenance, documentation of installed networks, etc. to be provided.

**Other related items/activities:** Since this is a Turnkey project, the Bidder shall include any other components/equipment required for the completion of this project and submit their bid accordingly. They will have to do the work which is not written or partially written in the document but required for the ICCC to design, operate or for aesthetic look. They shall agree to carry out any minor modifications or additions proposed by the competent member(s) of the NTA committee w.r.t. the ICCC during the execution phase.

The SI's scope of work shall include but will not be limited to the following areas. Details of each of these broad areas have also been outlined in this document.

**7.3.1 Assessment, Scoping and Survey Study:**

Conduct a detailed assessment, scoping study and develop a comprehensive project plan, including:

- a. Assess existing systems, infrastructure and connectivity at the site
- b. Conduct site survey for finalization of detailed technical architecture, gap analysis and project plan
- c. Conduct site surveys to identify need for site preparation activities

**7.3.2 Project Components of ICCC**

The ICCC shall be setup in an area of approx. 6300 Square Feet at 5<sup>th</sup> Floor, NTA NSIC, MDBP Building, Okhla Phase-III, New Delhi 110020. The entire ICCC infrastructure should comprise of the following (The Illustrative layout is provided in the **Annexure 6** of this RFP. This layout may be modified based on the actual requirement gathered by the SI and approved by the department.

### **7.3.2.1 Type of Facilities:**

- ICCC Hall/Control Room
- Conference Room
- Meeting Room
- Lounge Space
- Reception
- Cafeteria
- UPS/Server Room

### **7.3.2.2 Key Components of ICCC:**

- Video Wall system (55" LED Video walls in 18\*2 matrix or as per design)
- Video Wall Controller
- Operator workstations
- ICCC Furniture (Conference/Centre Table, Chairs, Sofa Sets, Workstation desk and chairs)
- Printer and Scanner
- LED Display for Meeting/Conference Rooms
- IP Phones
- CCTV Surveillance system along with Video Monitoring system
- Networking Switches
- Passive Networking Components (CAT 6, Data/Voice Ports, UTP etc.)
- Electrical Cabling and Necessary LED Illumination Devices
- UPS for 1 hour power backup
- Networking/UPS Racks
- Biometric Access control system
- Air Conditioners
- Suitable IT Software for monitoring applications and Data Privacy
- Firewall & Antivirus Software
- Load Balancer
- Internet Lease Line

### **7.3.3 Basic Infrastructure Services**

Following services shall be provided by the SI under the basic infrastructure services:

1. Ensure availability of the infrastructure (both physical and IT) including but not limited to Racks, Storage and other peripheral equipment installed at the time of Project commissioning.

2. Any component (Physical & IT installed at the time of Project commissioning) that is reported to be faulty / non-functional on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) as per the RFP.

### **7.3.4 Warranty Support**

The SI shall provide warranty for 1 year and the warranty support shall include:

1. Repair and replacement of defective components (IT and Non-IT/ Hardware and Software). The cost for repair and replacement shall be borne by the SI.
2. Component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame as per RFP.
3. In addition to 1 year warranty, the actual warranty of individual product supplied / installed will be as per the scheme/ warranty given by manufacturer.

### **7.3.5 O&M Support**

The SI shall provide O&M Support for IT Infrastructure for a period of 4 years after completion of warranty period and shall include:

1. Repair and maintenance of defective components (IT Infrastructure). The cost for repair and maintenance shall be borne by the SI.
2. Providing 2 dedicated Internet Lease Line with VPN (1:1) of 300 Mbps each i.e. one primary line and one secondary line along with Load Balancer during the complete O&M period.

## **7.4 Minimum Specifications of ICCC Components**

The ICCC components should have minimum specifications as listed below:

### **7.4.1 Video Wall – Screens**

Sr. No.	Parameter	Minimum Specifications
1	Configuration	Video Wall cubes of 55"
2	Video wall Controller	Controller to be able to control mentioned video wall
3	Native Resolution	Full HD (1920x 1080) or better
4	Viewing angle	178 degree/178 degree (H/V) or better
5	Brightness	500 nits or better
6	Bezel Width	1.8 mm or better

### **7.4.2 Desktop/Workstations for ICCC Operators**

Sr. No.	Parameters	Minimum Requirements
1	Processor	Intel Core i5 or latest or equivalent
2	Operating System	Pre-loaded Windows 10 (or latest)
3	RAM	8 GB or higher
4	Hard Disc	Minimum 512 GB SATA HDD
5	Monitor	Minimum 19" LED Monitor with 1366x768 or higher resolution, with Keyboard, Mouse
6	OEM Undertaking	Discrete TPM 2.0, Security Slot, Hard disk password, Boot

Sr. No.	Parameters	Minimum Requirements
	separately on letter head for availability of technology with them	sequence control, Self-healing BIOS (Level-2), Smart USB protection (allows keyboard/ mouse only, blocks all storage devices), memory expandable to 128GB, Individual USB port disablement, Desktop/Keyboard/Mouse of same OEM.

#### 7.4.3 LED Display

Sr. No.	Parameter	Minimum Specifications
1	Screen Size	55"
2	Resolution	(3840 x 2160)
3	Contrast	1400:1 or better
4	Brightness	350 nits or better
5	Input	HDMI/ USB

#### 7.4.4 Fixed Dome camera for Indoor Surveillance

Sr. No.	Parameter	Minimum Specifications
1	Type of Camera	Fixed Dome
2	Image Sensor	1/3" progressive Scan CMOS
3	Signal System	PAL/NTSC
4	Resolution & frame rate	4MP @ 25fps
5	Minimum Illumination	0.01Lux@ F1.6, AGC ON, 0 lux with IR or better
6	Imaging	1/3s to 1/100000s, Auto Gain Control, White Balance- Auto, Back Light Compensation, Multi zone Privacy Masking, HLC.
7	Signal to Noise Ratio	50 dB or more
8	Lens Type	3.6/2.8 MM fixed Lens
9	Video Compression (Minimum)	H.265 instastream/ H.265+, H.265, H.264+, H.264
10	Wide Dynamic Range	WDR (120db or more)
11	Digital Noise Reduction	DNR (2D/3D) On/Off
12	Operating Condition	-10°C to 60°C, humidity 95% (max) (non-condensing)
13	Standards	UL, CE, FCC, RoHS, BIS Certified

#### 7.4.5 Physical VPN Device

Sr. No.	Parameter	Minimum Specifications
1	Routing Protocol	Industrial standard routing protocols 10/100 Ethernet LAN & WAN ports, Power Supply - 12V/1A DC, SYS, WAN (Link/Act), LAN (Link/Act) / USB, Denial-of-Service (DoS) prevention, DMZ DoS attacks prevented, VPN - IPsec VPN, PPTP VPN, L2TP VPN, VPN throughput - 50 Mbps, WAN Connection Type - Static/Dynamic IP, PPPoE, PPTP, L2TP, Network Address Port Translation (NAPT) protocol
2	Features	Multiple VPN names should be supported by the Device for both SIM Card Web filtering should be supported, Pre-shared key,

		digital Certificates, X.509 Certificates should be supported, Attack prevention should be there in the device at least DDoS and SYN-FIN, SYN-RST, X-mas, NULL Flags, The device should have the option to create different users with different authorities for configuration, Digital input should be there are at least 1 relay for fire alarm operation with SMS when DI is high/low operates.)
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## 8 Project Deliverables, Milestones and Timelines

#	Milestone	Months
1	Issuance of Work Order to successful SI	T
2	Inception Report, Detailed Project Plan, Detailed Resource Deployment Plan	T + 7 Days
3	Survey/ Inspection of site locations and submission of reports such as <ul style="list-style-type: none"> <li>• Survey report</li> <li>• Design Layout</li> </ul>	T + 15 days
4	Procurement and delivery of all the items i.e., Hardware, Civil work, cabling etc. required for the setup of ICCC	T + 60 days
5	Installation and commissioning of the entire project and Go-Live	T + 90 days = T1
6	Warranty Support (post Go-Live)	T2 = T1 + 1 Years
7	O&M Support (post completion of warranty period)	T2 + 4 years

## 9 Payment Schedule

**9.1 Payments to SI, after successful completion of the target milestones of creation of ICCC & Revamping of Rooms & Cabins shall be made as under:**

#	Milestone	Payment (%)
<b>CAPEX</b>		
1	Issuance of Work Order to successful SI	-
2	Inception Report, Detailed Project Plan, Detailed Resource Deployment Plan	-
3	Survey/ Inspection of site locations and submission of reports such as <ul style="list-style-type: none"> <li>• Survey report</li> <li>• Design Layout</li> </ul>	-
4	Procurement and delivery of all the items i.e., Hardware, Civil work, cabling etc. required for the setup of ICCC	15% of (A1 + A2)
5	Installation and commissioning of the entire project and Go-Live	85% of (A1 + A2)
<b>OPEX</b>		
6	O&M Support on a quarterly basis (post completion of warranty period)	100% of B
<b>Internet Lease Line Charges</b>		

7	Internet Lease Line Charges per Quarter	100% of C
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**Imp. Points:**

- All payments to SI shall be made upon submission of invoices along with necessary approval certificates from concerned Authorities.
- The request for payment shall be made to Department in writing, accompanied by invoices describing the Milestone/services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the agreement.
- Due payments shall be made promptly by Department generally within seven (7) days after submission of an invoice for payment by SI. The Taxes, as applicable, shall be deducted /paid, as per prevalent rules.
- The currency or currencies in which payments shall be made to the SI shall be Indian Rupees (INR) only. All remittance charges shall be borne by the SI.
- In case of disputed items, the disputed amount shall be withheld by NTA and shall be paid only after settlement of the dispute. NTA shall intimate, in writing to the SI against the reason behind the disputed amount. SI has to give the reasoning / justification, if any, to NTA within a period of 15 days from the day of receiving of document.
- Any penalties/liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.

For Delay in Implementation	Between 90-120 Days	0.75% of A1+A2
	Between 120-150 Days	1.5% of A1+A2
	Between 150-180 Days	3% of A1+A2
	Beyond 180 Days	5% of A1+A2

## 10 Service Levels

### 10.1 Purpose of Service Levels

The purpose is to define/measure the levels of the Service provided by SI to the Department for the duration of the Agreement. The benefits of this are:

- a. Implement a process to define Service level parameters or permissible threshold within which SI would be required to perform the Services, and failure of performing the Services by SI within the said acceptable parameters would be considered as a deficiency in Services;
- b. Help the Department control the levels and performance of SI's Services; and
- c. Alert SI to improve its Services and/or remove deficiencies in Services in case the Service Levels agreed between the Department and SI are breached by SI

### 10.2 Service Level Agreements & Targets

- i. The SI agrees and acknowledges that the works and services in relation to the Project are to be performed in strict compliance with the requirements of the Agreement. In the event of the failure of the SI to duly perform the said works and services in accordance with the aforesaid requirements, the SI agrees and acknowledges that it shall be required to pay the corresponding extent of liquidated damages as specified in respect thereto in terms of the

Schedules, which amounts, shall be deemed to not be by way of penalty, and shall represent a genuine pre-estimate of the loss and damage occurring to Department, on account of the relevant non-compliance and/ or failure of the SI.

- II. Provided however that, on or prior to the Appointed Date, the SI shall provide a report to Department setting out the specific provisions of the scope of the service level standards that it would not be able to comply with, and request for a waiver or relaxation thereto. Department may, but shall not be obliged to, grant such a waiver or relaxation to the SI. It is clarified that:
  - a. Such waiver or relaxation granted by Department shall only apply for such time period as may be prescribed by Department, and upon the expiry of such time period, the obligation of the SI to comply with the requirements of service level standards shall stand reinstated in its entirety; and
  - b. Any such waiver or relaxation shall not extend to any period beyond the Completion Date.
- III. This section is agreed to by Department and SI as the key performance indicator for the Project. This may be reviewed and revised according to the procedures detailed in clause "Service Level Change Control".
- IV. The following section reflects the measurements to be used to track and report system's performance on a regular basis. The targets shown in the following tables are for the period of Contact.
- V. The procedures in clause "Dispute Resolution" shall be used if there is a dispute between Department and SI on what the permanent targets should be.

### **10.3 Conditions for No Penalties**

**Penalties shall not be levied on the SI in the following cases:**

- There is a Force Majeure event effecting the SLA which is beyond the control of the SI. Force Majeure events shall be considered in line with the clause mentioned in RFP.
- The non-compliance to the SLA has been due to reasons beyond the control of the SI.
- Theft cases by default/vandalism would be considered as "beyond the control of SI". However the exemptions would only be applicable after thorough enquiry by appropriate authority / NTA.

### **10.4 Service Level Change Control**

- I. It is acknowledged that the Service levels may change as Department's business needs evolve over the course of the Agreement period.
- II. Any changes to the levels of service provided during the Term of the Agreement shall be requested, documented and negotiated in good faith by both Parties. Either Party can request a change.
- III. **Service Level Change Process:** The Parties may amend Service Level by mutual agreement. Changes can be proposed by either Party. Unresolved issues shall also be addressed. SI's representative shall maintain and distribute current copies of the Service Level document as directed by Department. Additional copies of the current Service Levels shall be available at all times to authorized parties.
- IV. **Version Control/Release Management:** All negotiated changes shall require changing the version control number. As appropriate, minor changes may be accumulated for periodic

release or for release when a critical threshold of change has occurred.

## 10.5 Service Levels

The SLAs defined, shall be reviewed by Department on an annual basis after consulting the SI, Project Management Consultants and other experts. All the changes would be made by Department after consultation with the SI and might include some corrections to reduce undue relaxation in Service levels or some corrections to avoid unrealistic imposition of liquidated damages, which are noticed after project has gone live.

Description	Quarterly Uptime	Penalty
Video Wall Service Availability	Between 90-95%	1.5% of B
	Between 85-90%	3% of B
	Between 80-85%	5% of B

Total liquidated damages to be levied on the SI shall be capped at 5% of the total agreement value. However, Department would have right to invoke termination of the contract in case the overall liquidated damages equal 5% of total agreement value. Liquidated damages to be levied during Post Implementation period shall be capped at 5% of the OPEX value.



## **11 Annexure 1: Formats for Pre-Qualification Bid**

### **11.1 Indicative Check-list for the Documents to be included**

<b>#</b>	<b>Documents to be submitted</b>	<b>Submitted (Y/N)</b>
1.	Bid Cover Letter and Particulars of organizations	
2.	Power of attorney	
3.	E.M.D. INR _____	
4.	Particulars of the bidders (As per Section 11.3)	
5.	Copy of Certificate(s) of Incorporation	
6.	Certificate(s) from statutory auditor towards average annual Turnover of the bidder over the last three (3) financial years.	
7.	Certificate(s) from the statutory auditor towards net worth of more than INR 25 Crores as of FY 2021-22	
8.	Certified copies of valid PAN documents	
9.	Copy of GST registration	
10.	Self-declaration by the Bidder, duly signed by the authorized signatory confirming they have not been blacklisted by any blacklisted/barred by any Govt. Organization or Regulatory Agencies or Govt as on bid submission date.	
11.	Bidder must have a valid certification of ISO 9001:2015 (verifiable on IAF portal and issued before the bid publish date) and CMMI 3 as on day of bidding.	
12.	Technical Bid Letter	
13.	Experience Summary	
14.	Compliance to Technical Specifications	
15.	Manufacturers' Authorization Form	
16.	Anti Collusion Certificate	

## **11.2 Pre-Qualification Bid Cover Letter**

*(To be submitted on the letterhead of the Bidder)*

**To**

**The Director General  
National Testing Agency  
New Delhi**

**Subject:** Request for Proposal (RFP) for Selection of System Integrator (SI) Tender for Revamp of Rooms, Cabins and Command Centre at 5th Floor for National Testing Agency

Ref: RFP No :<No> dated <DD/MM/YYYY>

Sir/ Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the Selection of System Integrator (SI) to Design, Build and Establish the Integrated Command and Control Centre for National Testing Agency.

We attach here to our responses to pre-qualification requirements, Technical and Financial Bids as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered Department is true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be disqualified from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP Document and also agree to abide by this RFP response for a period of 180 days from the date fixed for bid submission. We hereby declare that in case the contract is awarded to us, we shall submit the performance bank guarantee bond in the form prescribed in the RFP.

We agree that you are not bound to accept any RFP response you may receive.

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

Dated this Day of [Month], 2023

(Signature) (In the capacity of)  
(Name)

Duly authorized to sign the RFP response for and on behalf of:  
(Name and Address of Company) seal/stamp of Bidder

**11.3 Particulars of the bidders**

#	Description	Details (To be filled by the bidder)
1.	Name of the company	
2.	Official Address	
3.	Corporate Headquarters	
4.	Phone No. and Fax No.	
5.	Website Address	
6.	Details of Company's Registration (the company registration document)	
7.	Registration Number and Year of Registration	
8.	GST/CST/LST/VAT registration No. (as applicable)	
9.	Permanent Account Number (PAN)	
10.	Company's Turnover for last 3 years (Year wise) as on 31st March, 2023	
11.	Company's Net Worth for the last 3 years (Year wise) as on 31st March, 2023	

**Contact Details of officials for future correspondence regarding the bid process:**

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone /Fax		
Mobile		
Email		

**Financial Turnover:**

Name of the Bidder			
<b>Financial Capacity</b>		Turnover	Net Worth
	FY 2019-20		
	FY 2020-21		
	FY 2021-22		
	FY 2022-23		

### **11.4 Format for Power of Attorney for signing the Bid**

*(On INR 100.00 Non judicial Stamp Paper and duly notarized)*

KNOW ALL MEN BY THESE PRESENTS,

We \_\_\_\_\_ *(name of the firm and address of the registered office)* do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. *(name)*, \_\_\_\_\_ presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_, as our true and lawful attorney *(hereinafter referred to as the "Attorney")* to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Project proposed by the \_\_\_\_\_ *(the "Department")* including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the Department, representing us in all matters before the Department, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Department in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/ or till the entering into of the Agreement with the Department.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF \_\_\_\_\_. For \_\_\_\_\_

*(Signature, name, designation and address)*

**Witnesses:**

1. *(Notarized)*
- 2.

Accepted

*(Signature, Name, Title and Address of the Attorney)*

**Notes:**

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *In case the bid is signed by an authorized Director / Partner or Proprietor of the Bidder, a certified copy of the appropriate board resolution / document conveying such authorization to Department may be enclosed in lieu of the Power of Attorney.*
- *For documents executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

## **11.5 Declaration of Non-Blacklisting**

*(To be provided on the Company letter head)*

Place

Date

To

The Director General  
National Testing Agency  
New Delhi

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal (RFP) for Selection of System Integrator (SI) for Revamp of Rooms, Cabins and Command Centre at 5th Floor for National Testing Agency.

Ref: RFP No. <<.....>> dated << .....>>

Dear Sir,

We confirm that our company, \_\_\_\_\_, is currently not blacklisted/barred in any manner whatsoever by any Govt. Organization or Regulatory Agencies or Govt in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

## 11.6 No Deviation Certificate

*(To be provided on the Company letter head)*

Place

Date

To

The Director General  
National Testing Agency  
New Delhi

Subject: Self Declaration for No Deviation in response to the Request for Proposal (RFP) for Selection of System Integrator (SI) for Revamp of Rooms, Cabins and Command Centre at 5th Floor for National Testing Agency.

Ref: RFP No. <<.....>> **dated** << .....>>

Dear Sir,

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. \_\_\_\_\_ dated \_\_\_\_\_. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorized Signatory)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

## **11.7 Technical Bid Covering Letter**

*(To be submitted on the letterhead of the Bidder)*

To

The Director General  
National Testing Agency  
New Delhi

Subject: Request for Proposal (RFP) for Selection of System Integrator (SI) for Revamp of Rooms, Cabins and Command Centre at 5th Floor for National Testing Agency at 5th Floor for National Testing Agency.

Ref: RFP No :<No> Dated<DD/MM/YYYY>

Sir/ Madam,

I /We, <<name of the undersigned Bidder >>, having read and examined in detail all the bidding documents in respect of “Request for Proposal (RFP) for Selection of System Integrator (SI) to Design, Build and Establish the Integrated Command and Control Centre for National Testing Agency” do hereby propose to provide our services as specified in the bid submitted by us.

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

We declare that all the services shall be performed strictly in accordance with the RFP documents. We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to Department, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its evaluation process. We also confirm that we shall not attract conflict of interest in principle.

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee as per section 5.2 of this RFP.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We hereby declare that procurement guidelines as per Public Procurement (Preference to Make in India), Order 2017, has been strictly complied with.

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive. This bid is valid for 180 days from the date of submission of the bid. We shall extend the validity of the bid if required by Department.

Thanking you,

Yours sincerely,

(Signature of Authorized Signatory of bidder)

Name

Designation

Seal

Date:

### 11.8 Bidder's Experience- Client Citations

Bidder is requested to furnish the credentials in the following format for both Pre-qualification and Technical criterion. All credentials should be followed by relevant documentary proof.

Name of the Project & Location	
Client's Name and Complete Address	
Narrative description of project	
Contract Value for the bidder (in Indian Rupees)	
Date of Start	
Activities undertaken by bidder	

**Note:** Bidder is requested to attach the Work order copies of the project mentioned above.



### **11.9 Format for Authorization Letters from OEMs**

*(To be submitted by OEM of UPS, Networking Components, CCTV, Workstation, Video Wall, VPN)*

Date: <DD/MM/YYYY>

To  
The Director General  
National Testing Agency  
New Delhi

Subject: Authorization Letter to M/s. ----- for the participation in the Bid for ....

Ref: RFP No :<No> dated <DD/MM/YYYY>

Sir,

We \_\_\_\_\_, (name and address of the manufacturer) who are established and reputed manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ (addresses of manufacturing / development locations) do hereby authorize M/s \_\_\_\_\_ (name and address of the Bidder) to bid, negotiate and conclude the contract with you against the above mentioned RFP for the equipment / software manufactured / developed by us.

The equipment / software to be provided are listed below:

.....  
.....

We herewith certify that the above-mentioned equipment / software products will be supplied to M/s \_\_\_\_\_ [name of the bidder] as part of the subject project and we hereby undertake to support these equipment/software for the complete warranty duration of duration of the project.

We also confirm that the offered system will not be end of life for min 12 months from the date of supply of the product.

Yours faithfully,

For and on behalf of M/s \_\_\_\_\_ (Name of the manufacturer)

Signature:

Name:

Designation:

Phone:

Email:

Address:

Date:

**Note:**

- *This letter should be on the letterhead of the concerned manufacturer and should be signed by an authorized signatory of the manufacturer. The same would need to be submitted by the Bidder as a part of Technical Bid*
- *Bidders to note that submission of Authorization Letter from OEMs is mandatory*

## **11.10 Anti-Collusion Certificate**

***[Certificate should be provided by Bidder on letter head]***

### **Anti-Collusion Certificate**

We hereby certify and confirm that in the preparation and submission of our Bid for Request for Proposal (RFP) for Selection of System Integrator (SI) Tender for Revamp of Rooms, Cabins and Command Centre at 5th Floor for National Testing Agency against the RFP No. <Number here> dated <date here DD/MM/YYYY> issued by the National testing Agency, Delhi, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the bid.

<Signature of the Bidder>

<Printed Name>

<Designation>

Seal

Date:

Place:

Business Address:

## 12 Annexure 2: Formats of Financial Bid

To

The Director General  
National Testing Agency  
New Delhi

Subject: Financial Quote against Request for Proposal (RFP) for Selection of System Integrator (SI) for Revamp of Rooms, Cabins & Command Centre at 5th Floor for National Testing Agency

Ref: RFP No: <No> Dated<DD/MM/YYYY>

We, the undersigned Bidder, having read and examined in detail all the RFP Documents in respect of Request for Proposal (RFP) for Selection of System Integrator (SI) for Revamp of Rooms, Cabins & Command Centre at 5th Floor for National Testing Agency do hereby propose to provide services as specified in the RFP Documents through Tender No :<No> Dated<DD/MM/YYYY>

We offer our Financial Bid as mentioned below:

S. No.	DESCRIPTION	TOTAL PRICE (INCLUSIVE OF GST TAXES)	UoM
<b>CAPEX = A1 + A2</b>			
A1	Design, Build and Establish the Non-IT Infrastructure (including Civil & Interior designing works) at Revamp of Rooms, Cabins & Integrated Command and Control Centre at NTA Okhla office as per Scope of Work	INR ____./-	<b>Lumpsum (For Approx. 6300 Square Feet area)</b>
A2	Design, Build and Establish the IT Infrastructure at Integrated Command and Control Centre at NTA Okhla office as per Scope of Work	INR ____./-	<b>Lumpsum (For Approx. 5450 Square Feet area)</b>
<b>OPEX</b>			
B	O&M Charges of IT Infrastructure <b>per Quarter</b>	INR ____./-	<b>Lumpsum (For Approx. 5450 Square Feet area)</b>
C	Internet Lease Line Charges <b>per Quarter</b> (Incl. 2 dedicated ILL with VPN of 300 Mbps each)	INR ____./-	<b>Lumpsum (For 2 dedicated ILL with VPN of 300 Mbps each)</b>

**Total Lumpsum Value (to be quoted in GeM portal by the Bidder) = INR \_\_\_\_./-**

**Formula for calculation of Lumpsum value would be [A1 + A2 + (4 x B) + (8 x C)]**

### 1. PRICE AND VALIDITY

- All the prices mentioned by the bidder in this Financial Bid must be in accordance with the terms as specified in the RFP Documents. All the prices and other terms and conditions of this RFP are valid for a period of 180 calendar days from the date of submission of the Bid.

Request for Proposal (RFP) for Selection of System Integrator (SI) for Revamp of Rooms, Cabins & Command Centre at 5th Floor for National Testing Agency (NTA)

- Bidder must confirm that their prices include all taxes, GST, charges, levies etc. to be payable to various govt./non-govt./local authorities.
- The finalization/selection of the System Integrator is solely on the basis of the least cost selection, subject to fulfilment of eligibility criteria.
- The Bidder has to quote the Unit Price against each line item in INR.
- The bidder with lowest total quote shall be declared L1 bidder and will be awarded the work order immediately. Bidder with lowest "TOTAL" value be considered as L1 bidder. Formula for Total will be:

$$\text{TOTAL} = [A1 + A2 + (4 \times B) + (8 \times C)]$$

Thanking you,  
Yours faithfully,

(Signature / Seal of the Bidder)  
Name/ Designation

### **13 Annexure 3: Performance Bank Guarantee**

[On Appropriate Stamp Paper]

Ref: \_\_\_\_\_ Date \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas, [<<name of the supplier and address>>] (hereinafter called "the Master system Integrator") has undertaken, in pursuance of contract no. [<<Insert Contract No.>>] dated. [<<Date>>] to provide Implementation services for [<<name of the assignment>>] to \_\_\_\_\_ (hereinafter called "the Department")

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

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

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

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

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

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

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Indian Rupees [<<Insert Value>>] (Rupees [<<Insert Value in Words>>] only).

II. This bank guarantee shall be valid up to [<<Insert Expiry Date>>]

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

Date

Place \_\_\_\_\_ Signature \_\_\_\_\_

Witness \_\_\_\_\_ Printed name \_\_\_\_\_

**(Bank's common seal)**

## 14 Annexure 4: Form of Agreement

This Agreement (hereinafter “Framework Agreement”) made on this \_\_\_\_\_ day of \_\_\_\_\_, 20XX

BETWEEN

NATIONAL TESTING AGENCY (hereinafter referred to as the “Department”, which expression shall include its successors and assigns) of the One Part;

AND

\_\_\_\_\_ (hereinafter referred to as the “SI” which expression shall include its successors and assigns) of the Other Part.

AND WHEREAS, the Department invited bids for the [Selection of System Integrator (SI) to Design, Build and Establish the Integrated Command and Control Centre for National Testing Agency]

AND WHEREAS, pursuant to the bid submitted by the SI, vide \_\_\_\_\_ (here in after referred to as the “Bid or Offer”) for the execution of Works, the Department by its Letter of Acceptance dated \_\_\_\_\_ accepted the offer submitted by the SI for the execution and completion of such Works as specified in the RFP documents and on the conditions in accordance with the documents listed in para 2 below.

AND WHEREAS, the SI by a deed of undertaking dated \_\_\_\_\_ has agreed to abide by all the terms of the Bid, including but not limited to the amount quoted for the execution of Agreement, as stated in the Bid, and also to comply with such terms and conditions as may be required from time to time.

AND WHEREAS, pursuant to the Bid submitted by the SI vide \_\_\_\_\_ (hereinafter referred to as the “the Offer”), the Department has by its Letter of Acceptance no. \_\_\_\_\_ dated \_\_\_\_\_ accepted the Offer submitted by the SI for the execution and completion of such Works and the remedying of any defects therein, on terms and conditions of the Framework Agreement;

AND WHEREAS, the SI has agreed to undertake such Works and has furnished Performance Security in form of a Performance Bank Guarantee pursuant to as defined in this Agreement.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Framework Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Agreement hereinafter referred to;
2. The following documents shall be deemed to form and be read and constructed as part of this Framework Agreement viz.
  - a. Complete Request for Proposal (RFP) documents being RFP, Corrigendum and addendum,
  - b. SI’s Offer,
  - c. Letter of Acceptance or Letter of Award OR Letter of Intent issued by the Department,
  - d. The acceptance of Letter of Award from SI,
  - e. Notice to Proceed with the Work, and

- f. Any other document listed in the Agreement Data.
3. The foregoing documents shall be constructed as complementary and mutually explanatory one with another. Should any ambiguities or discrepancy be noted then the order of precedence of these documents shall subject to the condition of particular application be as follows:
- a. Complete Request for Proposal (RFP) documents being RFP, Corrigendum and addendum,
  - b. Framework Agreement,
  - c. SI's Offer,
  - d. Letter of Acceptance or Letter of Award or Letter of Intent issued by the Department,
  - e. The acceptance of Letter of Award from SI,
  - f. Notice to Proceed with the Work, and
  - g. Any other document listed in the Agreement Data.
4. In consideration of the payments to be made by the Department to the SI as hereinafter mentioned, the SI hereby covenants with the Department to execute and complete the Works and remedy any defects therein in conformity in all respect with the provisions of the Agreement.
5. The Department hereby covenants to pay the SI in consideration of the execution and completion of the Works and the remedying of defects therein the Agreement price or such other sum as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.

IN WITNESS WHEREOF,  
the Parties here to have caused this Framework Agreement to be executed on the day and year first before written.

For and on behalf of For and on behalf of

**National Testing Agency**

By: \_\_\_\_\_

Signature

\_\_\_\_\_

Title

Witness

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**SI\_Company Name**

By: \_\_\_\_\_

Signature

\_\_\_\_\_

Title

Witness

Name: \_\_\_\_\_

Address: \_\_\_\_\_

## 15 Annexure 5: Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made and entered into \_\_\_\_ day of ....., 20XX by and between .....having its office at \_\_\_\_\_ (hereinafter referred to as "Department")

AND

....., having its office at \_\_\_\_\_ (hereinafter referred to as: Master System Integrator" and/or "SI")

"Department" and "SI" shall be individually referred to as Party and collectively as Parties to this Agreement.

Whereas, the Parties have entered into an Agreement bearing reference number \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_provision of \_\_\_\_\_ (hereinafter referred to as 'Agreement'); and

Whereas, during the execution of the Agreement, PARTIES may disclose to each other certain information which is confidential and proprietary in nature and as such they wish to protect such information from unauthorized disclosure and use;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and, in the Agreement, the Parties agree as follows:

1. Definitions. As used herein:

- a. The term "Confidential Information" shall include, without limitation, all information and materials, furnished by a Party ("Discloser") to another Party (Recipient) in connection with Government/corporates/citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to such Party's data, computer database, products and/or services. Confidential Information shall also include results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by Discloser in connection with the Recipients' or any government department's / Corporates information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force.
- b. The term, "SI" shall include the directors, officers, employees, agents, consultants, contractors and representatives of SI including its affiliates, subsidiary companies and permitted assigns and successors.

2. Protection of Confidential Information. With respect to any Confidential Information disclosed by the Discloser to the Recipient or to which any Party has access, both the Parties agree that it shall:

- a. Use the Confidential Information only for accomplishment of the Services to be performed under the Agreement and in accordance with the terms and conditions contained herein;



- b. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less than reasonable care than it takes to protect the confidentiality of its own proprietary and confidential information and that of its clients;
  - c. Not make or retain copy of any Confidential Information except as necessary, under prior written permission from other Party in connection with the Services to be performed under the Agreement, and ensure that any such copy is immediately returned to the other Party even without express demand from such Party to do so;
  - d. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any person or entity without the express written consent of discloser except as provided in Article 6 below; and
  - e. Return to Discloser, or destroy, at Discloser's direction, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of:
    - i. expiration or termination of the Agreement, or
    - ii. on request of Discloser.
  - f. Not discuss with any member of public, media, press or any other person about the nature of arrangement entered between the Parties or the nature of services to be provided by the SI to the Department.
3. Onus. Recipient shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the exceptions provided in Article 4 below.
4. Exceptions. The obligations of confidentiality as mentioned in this Agreement shall not apply to any information:
- a. Which has become generally available to the public without breach of this Agreement by Recipient;  
OR
  - b. Which at the time of disclosure to Recipient was known to Recipient free of confidentiality restriction as evidenced by documentation in Recipient's possession;  
OR
  - c. Which either Party agrees in writing is free of such confidentiality restrictions.
5. Remedies. The Parties acknowledge and agree that
- a. Any actual or threatened unauthorized disclosure or use of the Confidential Information by Recipient would be a breach of this Agreement and may cause immediate and irreparable harm to Discloser;
  - b. Damages from such unauthorized disclosure or use may be impossible to measure accurately and injury sustained by Department may be impossible to calculate and remedy fully. Recipient acknowledges that in the event of such a breach or threatened breach of any provision of this Agreement, Discloser shall be entitled to specific performance by Recipient of Recipient's obligations contained in this Agreement. Recipient shall indemnify, save, hold harmless and defend Discloser promptly upon demand and at its expense, at any given point in time from and against any and all suits, proceedings, actions, demands, losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and

expenses (collectively "Losses") to which Discloser may become subject to, in so far as such Losses arise out of, in any way relate to, or result from breach of obligations under this Agreement by Recipient. Such Party shall also be entitled, without the requirement of posting a bond or other security, to seek preliminary and final injunctive relief, as well as any and all other applicable remedies at law or equity, including the recovery of damages.

6. Need to Know. The Parties shall restrict disclosure of Confidential Information to its employees and/or consultants who have a need to know such information for accomplishment of Services under the Agreement provided such employees and/or consultants have agreed to abide by the terms and conditions of this Agreement and agree that they shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of Discloser.
7. Intellectual Property Rights Protection. No license to Recipient, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to Recipient by the Discloser.
8. No Conflict. The Parties represent and warrant that the performance of their obligations hereunder does not and shall not conflict with any other agreement or obligation of the respective Parties to which they are a party or by which the respective Parties are bound.
9. Department. The Parties represent and warrant that they have all necessary Department and power to enter into this Agreement and perform their obligations hereunder.
10. Governing Law. This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the Parties hereby consent to submit to the exclusive jurisdiction of Courts and/or Forums situated at New Delhi, India only.
11. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the Parties with respect to the subject matter hereof.
12. Amendments. No amendment, modification and/or discharge of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.
13. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
14. Severability. It is the intent of the Parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under Applicable Laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
15. Waiver. If either Party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
16. Survival. The Parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement and obligations of indemnity shall survive for a period of 10 years after any expiration or termination of this Agreement.
17. Non-solicitation. During the term of this Agreement and thereafter for a further period of two (2) years post termination/expiry of Term of the Agreement in case the Parties execute the Agreement, the Parties shall not solicit or attempt to solicit each other's employees and/or

consultants, for the purpose of hiring/contracting with such employees and/or consultants. In addition, SI shall not proceed to conduct operations/business similar to the Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of the Department. This section will survive irrespective of the fact whether there exists a commercial relationship between SI and Department.

18. Term. This Agreement shall come into force on the date first written above and, subject to aforesaid Article 16, shall remain valid up to two (2) years from the expiry or termination of

IN WITNESS HEREOF, and intending to be legally bound, the Parties have executed this Agreement to make it effective from the date and year first written above.

**For Department**

**For: Master System Integrator (SI)**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**WITNESSES:**

1. <Name, Address, Sign>

2. <Name, Address, Sign>

## 16 Annexure 6: Illustrative layout/Concept Design of ICCC

The image shown below is illustrative in nature. The SI is expected to visit the site and prepare the detailed BOM. The final design and position of various cabins may change. The number of cabins and rooms may increase/decrease, as per approved design during the survey stage.

### **NTA EXAM CONTROL CENTER, OKHLA – CONCEPT DESIGN – LAYOUT**



**END  
DOCUMENT**