RFP for Supply, Installation, and Commissioning of Application Performance Management Tool with 5 years onsite OEM warranty & Support for Applications in Haryana

e-Tender ID: 2025_HRY_462921_1   Dated:05.08.2025

Citizen Resource Information Department, 9th Floor, Haryana Civil Secretariat, Sector 1, Chandigarh – 160001.
Website: http://haryanait.gov.in

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Contents

1. **Fact Sheet**

Tender Inviting Authority	Name of Authority: Addl. CITO, CRID 4th Floor, SCO 109-110, Sector – 17 B, Chandigarh, Phone: +91-172- 2703479 e-mail ID: munishchandan.crid@hry.gov.in; addl-cito.crid@hry.gov.in *For On behalf of* **Secretary and Treasurer, Society for IT initiative fund for e-Governance an autonomous body under the administrative control of Citizen Resources Information Department, Chandigarh**
Name & Contact details of the Officer-In-Charge	**Name:** Munish Chandan **Designation:** Addl' CITO, Citizen Resource Information Department, Haryana **Telephone:** 0172-2703479 **Address:** 4th Floor, SCO 109-110, Sector 17-B Chandigarh-160017 **Email:** munishchandan.crid@hry.gov.in
Subject Matter of Procurement	RFP for Supply, Installation, Commissioning, 5 years onsite OEM warranty & Support for Applications Performance Management in Haryana
Duration of Contract	**5 Years**
Estimated Cost tender	**INR. One Crore and Fifty Lakhs (Rs. 1.50 Cr.)**[A1]
Bid Procedure	Two stage bidding procedure **First Stage:** Pre-Qualification & Technical Bid **Second Stage:** Commercial Bid
Method of Selection	Least Cost Based Selection (LCBS) - **L1**
Availability of RFP Documents	RFP Document shall be available for download on the on e-Procurement portal: https://etenders.hry.nic.in
Processing Fee for Tender (Non Refundable)	E-Payment for Tender Document fee, i.e., **₹10,000.00** (Rupees Ten Thousand Only) (Non-refundable) and eService Fee of **₹1,180.00** (Rupees one thousand one hundred and eighty only), both GST inclusive at the state e-tendering Portal in favor of Society For IT initiative Funds for e-Governance. The copy of the online payment receipt must be uploaded with the Technical bid.
Start Date for Sale of tender Document	Start Date: **05/08/2025** from Time: **14:00:00 Hrs.**
Last Date for Sale of tender Document	End Date: **04/09/2025** up to Time: **16:00:00 Hrs.**
Last Date for Submission of Pre-Bid Queries	1. Date/Time: **18/08/2025** up to Time: **15:00:00 Hrs.** All the queries should be received on or before the prescribed date & time, through email only. The Pre-Bid queries to be sent to the following email only. munishchandan.crid@hry.gov.in, rosy.gandhi-hry@hry.gov.in

Pre-Bid Conference	Date: **19/08/2025** Time: **12:00:00 Hrs.** Place: O/o Addl' CITO, 4th Floor, Citizen Resource Information Department (CRID)
Start/ End Date for the submission of Bids	Bidding proposals shall be uploaded in the desired format and mode as provided online on the eProcurement portal https://etenders.hry.nic.in only as per the date and time mentioned below: Start Date: **05/08/2025** from Time: **14:00:00 Hrs.** End Date: **04/09/2025** up to Time: **16:00:00 Hrs.** *Note: Commercial bid shall not be submitted along with Pre-Qualification cum Technical bid and will lead to disqualification of the bidder if submitted.*

Amount of Bid Security/ EMD, Mode of Payment	(i) For the remaining bidders both from Haryana and Non-Haryana	The EMD will be ₹2,00,000.00, can be made by eligible bidders through Online Mode at the State e-Tendering Portal in favor of Society For IT initiative Funds for e-Governance. A scanned copy of the Online Payment Receipt must be uploaded with the technical e-bid. This EMD will be returned to the unsuccessful bidders on the award of tender to the L1 Bidder.
	(ii) Central or Haryana Public Sector Enterprises and "approved sources" as declared by the Industries Department, Haryana	NIL
	(iii)For Haryana-based manufacturing Micro and S mall Enterprises (MSEs) & Khadi Village Indust ries Unit eligible as per the "Haryana State Pu blic Procurement Policy for MSME -2016" notifi ed vide G.O. No. 2/2/2016-4I BII (1) dated 20- 10-2016 and for Startups/first generation Entr epreneurs as notified vide G.O. No.2/2/2016-4I B-II dated 13.08.2021. OR For entity is declared as a start-up/First Gener ation Enterpreneurs' as per provision containe d in Haryana Govt, Industries & Commerce Dep artment Notification no. 49/43/2015-4lB1 dated 17- 04-2016 notifying the	NIL

	scheme of start-ups i n the State or as amended from time to time.
Currency	Currency in which the Bidders shall quote the price and will receive payment is INR. (Indian Rupees) only
Language of Bid Submission	Proposals should be submitted in English language only
Bid Validity	Proposals submitted must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bids.
Date/ Time/ Place of Pre- Qualification & Technical Bid Opening	Date: 09/09/2025 at 12:00:00 Hrs. (Online)
Date/ Time/ Place of Financial Bid Opening	To be intimated later to the technically qualified Bidders
Amount of Bid Performance Security, Mode of Payment and Validity	The successful bidder is also required to submit a performance bank guarantee (PBG) in favor of "SOCIETY FOR IT INITIATIVE FUND FOR E -GOVERNANCE payable at Chandigarh", equivalent to the 5% of the total order value within **seven days** from the date of issue of the purchase order and to be kept valid for **five years and six months** from the date of supply of the items as mentioned in this tender. The successful bidder shall be required to extend the bank guarantee equivalent to any delay period of supply and for any annual renewal subsequent to the expiry of the initial three years. In the case of renewal, the validity of the PBG shall be equivalent to the renewal period.

2. **Request for Proposal**

   Citizen Resource Information Department, Haryana (CRID) herein after referred to as 'Purchaser" through its **"Society for IT Initiative Fund for eGovernance"** invites proposals for RFP for Supply, Installation, Commissioning of Application Performance Management Tool with 5 years onsite OEM warranty & Support for Applications in Haryana from eligible, reputed and qualified Information Technology system integrator firms with sound technical and financial capabilities of commissioning & maintenance of Application Performance Management Tool as detailed out in the **Section 8: Scope of Work** of this RFP document. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in **Section 6.1: Pre-qualification and Technical qualification criteria** of this RFP document.

3. Structure of the RFP

This RFP document comprises of the following.

i.   Instructions on the bid process for the purpose of responding to this RFP. This broadly covers:
   a) General instructions for bidding process
   b) Bid evaluation process including the parameters for pre-qualification, technical evaluation and commercial evaluation to facilitate the Purchaser in determining Bidder's suitability as the implementation partner
   c) Payment schedule
   d) Commercial bid and other formats

ii.   Functional and technical requirements of the project. The contents of the document broadly cover the following areas:
   a) About the project and its objectives
   b) Scope of work for the implementation agency
   c) Functional and Technical requirements
   d) Project Schedule
   e) Service levels for the implementation partner

   The Bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating Bidder's suitability to become the implementation partner of the Purchaser.

iii.   Master Service Agreement (MSA), Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA). *(Will be provided separately at the time of signing of contract)*

   The Bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

4. Background information

4.1. Basic Information

a) The Government of Haryana relies on a diverse portfolio of citizen-facing (G2C), inter-departmental (G2G), and business-oriented (G2B) applications to deliver essential services. These applications are hosted across the State Data Center (SDC) and multiple external cloud environments (e.g., Railtel, BSNL), supporting everything from online portals and service requests to back-office systems. With over 50 mission-critical applications and more than 250 server instances in scope, maintaining consistently high performance and availability is vital to meet citizen expectations and internal service-level agreements.

b) This RFP calls for an enterprise solution that offers real-time visibility into application behaviour, automates detection of deviations, and accelerates root-cause analysis. This solution will empower technical teams to trace each transaction end-to-end—across web, application, middleware, and database tiers—while providing intuitive dashboards and alerts that surface critical issues before that impact users.

c) Accordingly, Purchaser invites responses ("Tenders") to this Request for Proposals ("RFP") from reputed Information Technology (IT) companies/ systems implementation agencies ("Bidders") for Supply, Installation, Commissioning of Application Performance Management Tool with 5 years onsite OEM warranty & Support for Applications in Haryana as described in **Section 8 : Scope of Work** of this RFP.

d) Any contract that may result from this Government procurement competition will be issued for a term herein after referred as "the Term" of **Five (5) Years** from the issuance or Work order (WO)/Letter of Intent (LoI).

e) Initially the work will be awarded for **Five (5) Years**, However Purchaser reserves the right to extend the Term for a period or periods of up to One (1) Year with a maximum of two (2) such extension(s) on the same terms and conditions as per RFP, subject to the Purchaser's obligations at law.

5. **Instructions to Bidders**

   5.1. **Electronic Tendering System**

   a) **Registration of bidders on e-Procurement Portal**
      All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e-Procurement portal as specified in **Error! Reference source not found.**. "Please visit the website for more details".

   b) **Obtaining a Digital Certificate:**

      i. The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

      ii. A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazette Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the eProcurement portal as specified in **Error! Reference source not found.**.

      iii. The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-Certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:

      iv. Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the bid preparation stage. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

      v. In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the tenders of Purchaser as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

      vi. In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

      vii. The same procedure holds true for the authorized users in a private/Public

limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

5.2. Pre-requisites for online bidding

In order to bid online on e-Procurement portal as specified in **Error! Reference source not found.** the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup are available on the Home page of the e-procurement Portal.

5.3. Online Viewing of Detailed Notice Inviting Tenders

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single e-Procurement portal as specified in Fact Sheet.

5.4. Download of Tender Documents

The tender documents can be downloaded free of cost from the on e-Procurement portal as specified in **Error! Reference source not found.**. However, the bidders are required to submit the non-refundable tender processing fee as specified in **Error! Reference source not found.**.

The Commercial template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.

The bidder should submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.

The Purchaser will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

5.5. Key Dates

The bidders are strictly advised to follow dates and times as indicated in **Error! Reference source not found.**. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

5.6. General

a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFP.

c) 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 the Purchaser. Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.

d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

5.7. Compliant Proposals / Completeness of Response

a) 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.

b) Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
   i. Include all documentation specified in this RFP;
   ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
   iii. Comply with all requirements as set out within this RFP.

5.8. Code of integrity

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

a) prohibition of
   i. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
   ii. Any omission, or misrepresentation that may mislead or attempt to

mislead so that financial or other benefit may be obtained or an obligation avoided.

iii. any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.

iv. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

v. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

vi. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

vii. obstruction of any investigation or auditing of a procurement process.

viii. making false declaration or providing false information for participation in a tender process or to secure a contract;

b) disclosure of conflict of interest.

c) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

5.9. Pre-Bid Meeting & Clarifications

5.9.1. Pre-bid Conference

a) Purchaser shall hold a pre-bid meeting with the prospective Bidders on date & time as mentioned in **Error! Reference source not found.**.

b) The Bidders will have to ensure that their queries for pre-bid meeting should reach the point of contact (Nodal Officer) as per **Error! Reference source not found.** in excel format and through email only.

c) Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX). Queries not submitted in the prescribed format shall not be considered/ responded at all by the purchaser:

Bidder's Request for Clarification/ Pre-bid Queries format {to be filled by the bidder}				
Name of the Bidder/ Company/ Firm /Agency:				
Bidder/ Company/ Firm / Agency Contacts:	Contact Person(s)	Address for Correspondence	Email-Id(s)	Tel. Nos. & Fax Nos.
Name of Person(s) Representing the Bidder/ Company/ Firm / Agency:	Name of Representative	Designation	Email-Id(s)	Tel. Nos. & Fax Nos.
Query / Clarification Sought:				

S. No.	RFP Page No. and Section Name	Content of Section (Details from RFP document)	Desired Change (Highlighting the change) Or Query/ Suggestion/ Clarification required	Reasoning/ explanation for the request
1				
2				

d) Queries received in any other format or file type other specified above shall not be considered for responding clarifications.

e) Purchaser shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

5.9.2. Responses to Pre-Bid Queries and Issue of Corrigendum

a) The Nodal Officer notified by the Purchaser will endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.

b) At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

c) The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on eProcurement portal as specified in **Error! Reference source not found.** and may be emailed to all participants of the pre-bid conference.

d) Any such corrigendum shall be deemed to be incorporated into this RFP.

e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the Purchaser may, at its discretion, extend the last date for the receipt of Proposals.

5.10. Key instructions of the bid

5.10.1. Right to Terminate the Process

a) Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.

b) This RFP does not constitute an offer by the Purchaser. The Bidder's participation in this process may result Purchaser selecting the Bidder to engage towards execution of the subsequent contract.

5.10.2. RFP document fees

a) The RFP documents have been made available for download without any fee from on eProcurement portal as specified in **Error! Reference source not found.**.

b) The demand draft of RFP document fees (if any, as mentioned in the **Error!**

Reference source not found.) should be submitted along with the bidder's proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

5.10.3. Earnest Money Deposit (EMD)/ Bid Security

a) Bidders shall submit, along with their Proposals, an EMD as mentioned in the Fact sheet only.

b) EMD of all unsuccessful Bidders would be refunded by the Purchaser within 30 days of the Bidder 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 **Form 1: Performance Bank Guarantee** of **Appendix III: Template for PBG**

c) The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.

d) Proposals not accompanies with the EMD or containing EMD with infirmity(ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.

e) The EMD may be forfeited in the event of:
   A Bidder withdrawing its bid during the period of bid validity

   i. A successful Bidder fails to sign the subsequent contract in accordance with this RFP
   ii. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
   iii. A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

5.10.4. Submission of Proposals

a) Bidders should submit their responses as per the procedure specified in the e-Procurement portal as mentioned in **Error! Reference source not found.** being used for this purpose. Generally, the items to be uploaded on the portal would include all the related documents mentioned in this RFP, such as:
   - Tender Fee (Processing fee)
   - EMD
   - Pre-qualification response
   - Technical Proposal
   - Financial proposal
   - Additional certifications/ documents e.g. Power of Attorney, CA certificates on turnover, etc.

   However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal.

b) The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted (freezed) within the submission timelines. The Purchaser will in no case be responsible if the bid is not submitted online within the specified timelines.

c) All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

d) Also, bidder shall submit hard copy of Pre-Qualification cum Technical bid as uploaded on e-procurement portal to the Purchaser (Officer-In-Charge) with proper binding and indexing by date and up to time as mentioned in **Error! Reference source not found.**.

e) Please note that prices should not be indicated anywhere in the pre-qualification proposal or technical proposal but should only be indicated in the commercial proposal submitted online only.

f) The envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the Bidder to enable the Bid to be returned unopened in case it is found to be received after the time and date of Proposal submission prescribed herein.

g) All the pages of the Proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

h) The original proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialled by the authorised signatory of the Bidder.

i) All pages of the bid including the duplicate copies, shall be initialled and stamped by the authorised signatory of the Bidder.

j) In case any discrepancy is observed by the Purchaser in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.

k) Bidder must ensure that the information furnished by him in physical copies of Pre-Qualification cum Technical bid is identical to that submitted by him online. In case of any discrepancy observed by the Purchaser in the contents of the physical paper bid documents, the information furnished in online bid document will prevail over the hard copy.

5.10.5. Bidder's authorized signatory

A Proposal should be accompanied by an appropriate **board resolution or power of attorney, or undertaking (as applicable in case of a proprietorship firm) in the name of an authorised signatory** of the Bidder stating that he is authorised to execute documents and to undertake any activity associated with the Bidder's Proposal. A copy of the same should be uploaded under the relevant section/folder on the e-Procurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

5.11. Preparation and submission of Proposals

5.11.1. Proposal preparation costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP 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 Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. Purchaser will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.11.2. Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of Proposal evaluation, the English translation shall govern.

5.11.3. Venue & Deadline for Submission of Proposals

In case of e-Procurement, the response to RFPs must be submitted on the eProcurement portal, by the date and time specified in **Error! Reference source not found.**. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

5.11.4. Proposals submitted after designated time of submission

a) Bids submitted after the due date will not be accepted on e-Procurement portal and hence will automatically be rejected. The Purchaser shall not be responsible for any delay in the online submission of the proposal.
b) The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
c) The Purchaser shall not be responsible for any postal delay or non-receipt/ non-delivery of the physical documents. No further correspondence on the subject will be entertained.
d) The Purchaser reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

5.12. Evaluation process

a) The Purchaser will constitute a committee to evaluate the responses of the Bidders (Purchase Committee).
b) The Purchase Committee constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence.

Inability of a Bidder to submit requisite supporting documents / documentary evidence within a reasonable time provided to it, may lead to the Bidder's Proposal being declared non-responsive.

c) The decision of the Purchase Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Purchase Committee.

d) The Purchase Committee may ask for meetings with the Bidders to seek clarifications on their proposals.

e) The Purchase Committee reserves the right to reject any or all Proposals on the basis of any deviations contained in them.

f) Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP.

5.12.1. Proposal opening

The Proposals submitted up to as per the timelines as mentioned in **Error! Reference source not found.** will be opened by the Purchaser on or after the last date & time of bid submission as mentioned in **Error! Reference source not found.**, .

5.12.2. Proposal validity

The offer submitted by the Bidders should be valid for a minimum period as mentioned in 180 days from the date of submission of the Proposal.

5.12.3. Proposal evaluation

a) Initial Proposal scrutiny will be held to confirm that Proposals do not suffer from the infirmities detailed below. Proposals will be treated as non-responsive, if a Proposal is found to have been:

- submitted in manner not conforming with the manner specified in the RFP document
- submitted without the appropriate EMD as prescribed herein
- received without the appropriate undertaking/ Board resolutions/ power of attorney regarding authorized signatory containing subjective/incomplete information
- submitted without the documents requested in the checklist
- non-compliant with any technical/non-technical requirements of the clauses stipulated in the RFP
- having lesser than the prescribed validity period.

The EMD of all non-responsive bids shall be returned to the bidders.

b) All responsive Bids will be considered for further processing. Purchaser will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

6. Criteria for evaluation

6.1. Pre-qualification and Technical qualification criteria

S. No.	Basic requirement	Specific requirements	Documents required
1.	**Legal Entity**	i. Should be a legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies etc. ii. Registered with the appropriate Tax Authorities (GST, Income Tax etc.). iii. Should have been operating for the last Three consecutive years as on **31st March 2025.**	i. Certificates of incorporation ii. Registration Certificates
2.	**Annual sales turnover**	The Bidder should have an average annual sales turnover of at-least INR 45 Lakhs in each of the last three (3) consecutive financial years (2022-23, 2023-24, 2024-25) as on **31st March 2025.**	Certificate from the statutory auditor/Chartered Accountant on Annual Sales turnover.
3.	**OEM average turnover**	The OEM should have an average annual sales turnover of at-least **INR. 360 Lakhs** in last three (3) consecutive financial years (2022-23, 2023-24, 2024-25) as on **31st March 2025.**	Certificate from the statutory auditor/ Charted Accountant on positive net worth.
4.	**OEM Net worth**	The OEM should have positive net-worth in each of the last three (3) consecutive financial years (2022-23, 2023-24, 2024-25) as on **31st March 2025.** The net worth of the Bidder firm (manufacturer or principal of authorized representative)	Certificate from the statutory auditor/Chartered Accountant on positive net worth.

		should not be negative and also should have not eroded by more than 30% (thirty percent) in the last three financial years.	
5.	**Bidder financial standing**	The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.	A copy of the undertaking on the letter head duly signed stamped by the Bidder/ authorized signatory of the bidder
6.	**Past Experience**	The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied the same product ~~or similar Category~~ proposed Product on behalf of States or Central Govt. / PSUs / Central or State Universities / Scheduled Banks/ Class-A-Telecom Service Providers (TSPs) in each of last three (3) consecutive financial years (2022-23, 2023-24, 2024-25) as on **31st March 2025.**	Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year.
7.	**Past performance**	The Bidder or its OEM {themselves or through re-seller(s)} should have executed orders of the proposed solution in the last 3 financial years (2022-23, 2023-24, 2024-25) as on **31st March 2025**. The orders should be executed on behalf of States or Central Govt. / PSUs / Central or State Universities / Scheduled Banks/ Class-A-TSPs. Three Work Orders and its completed orders each costing not less than the amount equal to 40% of the estimated cost **Or** Two completed orders each costing not less than the amount equal to 50% of the estimated cost **Or**	Copies of relevant contracts/Work Orders proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. Completion Certificate from Client which verifies the same contract/ work order is executed completely/ partially. In case, the completion is partial, the certificate should clearly specify the completed Qty such that completed value of the solution is deducible in reference to the corresponding Work Order.

		One completed order costing not less than the amount equal to 80% of the estimated cost.	
8.	**Debarment/ Blacklisting**	The Bidder should not have been debarred/ blacklisted by States or Central Govt. / PSUs / Central or State Universities / Scheduled Banks/ Class-A-TSPs as on bid submission date.	Letter of undertaking to this effect on the bidders letter head, signed by bidder's authorized signatory
9.	**Tender Document Fee**	Bidder should have submitted Tender Document fee as per the **Error! Reference source not found.**	The Scanned copy of instrument to be uploaded online with technical bid and physical to be submitted to the Purchaser
10.	**Tender Processing Fee**	Bidder should have submitted Tender Processing fee as per **Error! Reference source not found.**	The Scanned copy of instrument to be uploaded online with technical bid and physical to be submitted to the Purchaser
11.	**Earnest Money Deposit (EMD)**	Bidder should have submitted EMD as per **Error! Reference source not found.**	The Scanned copy of instrument to be uploaded online with technical bid and physical to be submitted to the Purchaser
12.	**Power of Attorney**	Specific Power of Attorney in favour of Authorized Signatory signing the bid and Board Resolution in favour of person granting the Power of Attorney (on Non-judicial stamp paper of INR 100/- or such equivalent amount and document duly notarized), who shall sign the Contract Agreement.	Specific Power of Attorney to sign the Contract Agreement
13.	**OEM Undertaking**	The Bidder should submit valid letter from all the OEMs of products offered confirming the following: a. Authorization for bidder confirming that the products quoted are not "end of life or end of sale products". b. Undertake that the support including spares, patches for the quoted products shall be available for next 5 years from Go-Live acceptance. c. Bidders shall quote only those products in the bid which are	Documentary evidences such as Authorization letters/ **MAF (Manufacturer's Authorization Form)** from all OEMs whose products/solutions are being quoted by the Bidder need to be attached in the proposal as per format provided in RFP.

		not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period. d. OEM should have support center in India and should have its own resources based in India for implementation. e. OEM of offered products (hardware / software) shall not be debarred/ blacklisted by any on behalf of States or Central Govt. / PSUs / Central or State Universities / Scheduled Banks/ Class-A-TSPs as on bid submission date	
14.	**Technical Compliance**	Compliance from OEM & bidder for detailed technical specifications of all the Products offered in this bid as per Bill of material (BOM) as per **Section Error! Reference source not found.: Error! Reference source not found.**	The bidder must submit an item wise compliance for the technical specifications duly vetted by the respective OEMs specific to this tender. The Model and Make/Version of the offered products should be clearly specified in the compliance document (Bill of material (BOM))
15.	**Escalation Matrix & Dedicated Toll-Free Telephone No. for Service Support**	**Escalation Matrix for Service Support:** Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support. **Dedicated toll-Free Telephone No. for Service Support:** BIDDER/ OEM must have dedicated/ toll Free Telephone No. for Service Support.	Bidder shall provide escalation matrix & dedicated toll-Free telephone No. for service support
16.	**IPv6 ready**	Proposed solution shall support IPv6 from day one	Self-declaration by the bidder/OEM on letter head

17.	**Malicious Code Certificate**	The seller should upload following certificate in the bid:
		
		(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:
		
		   i. Inhibit the desires and designed function of the equipment.
		   ii. Cause physical damage to the user or equipment during the exploitation.
		   iii. Tap Information resident or transient in the equipment/network.
		
		(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPR) are caused due to activation of any such malicious code in embedded software.	

6.2. Commercial Bid Evaluation

a) The Financial Bids of technically qualified Bidders will be opened online on the prescribed date .

b) If a firm quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

c) The Bidder, who has submitted the lowest Commercial bid, shall be selected as the **Lowest (L1)** and shall be called for further process leading to the award of the assignment

d) Only fixed price financial bids indicating the total price for all the deliverables and services specified in this bid document will be considered.

e) The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.

f) Any conditional bid would be rejected
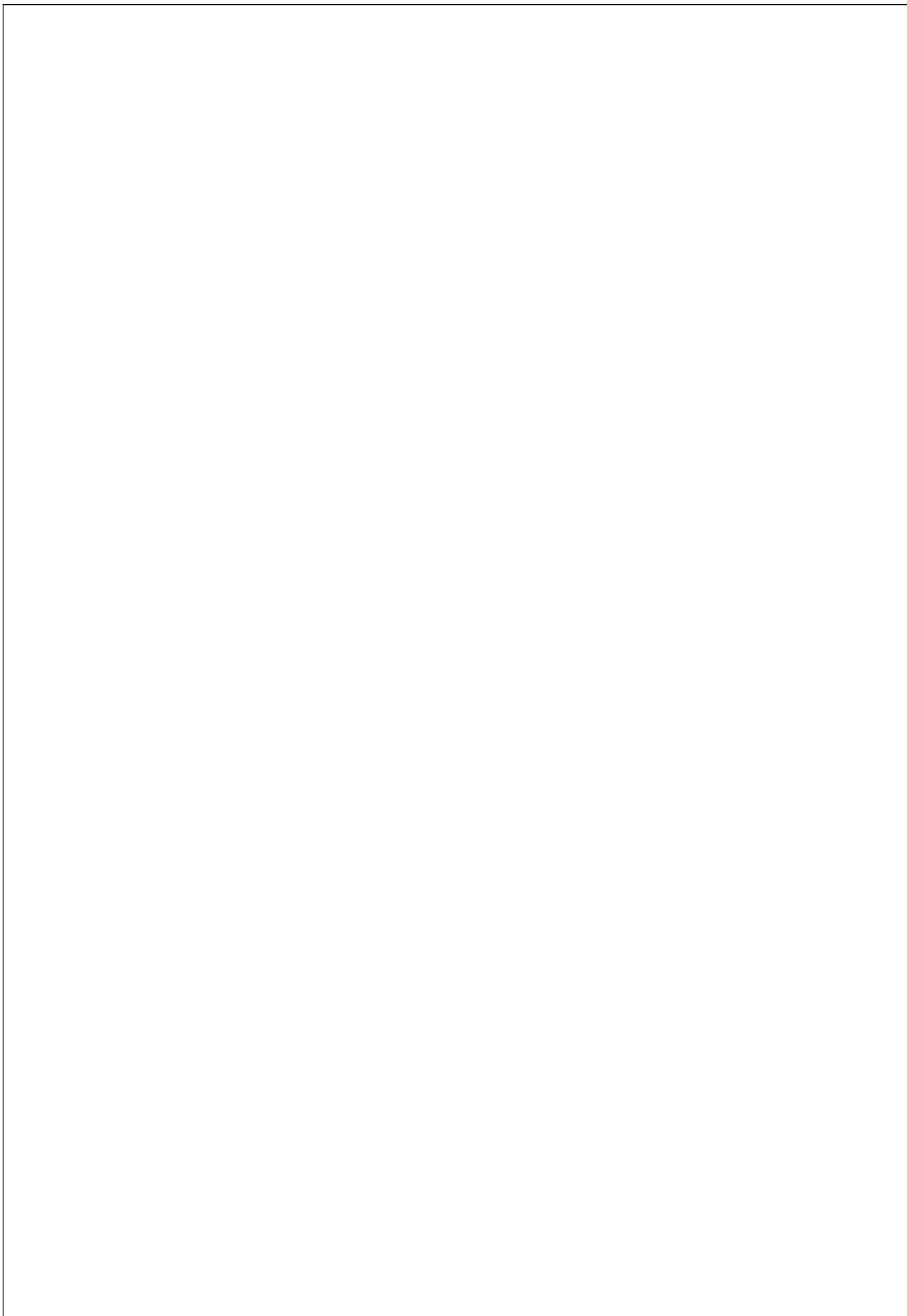
7. Appointment of Systems Implementation Agency/Partner

7.1. Award Criteria

The Purchaser will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid (L1 Basis) as per the process outlined above.

7.2. Right to Accept Any Proposal and to Reject Any or All Proposal(s)

The Purchaser reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Purchaser action.

7.3. Notification of Award

Prior to the expiration of the validity period, Purchaser 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 Purchaser, 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.

7.4. Purchaser Contract finalization and award

The Purchaser shall reserve the right to negotiate with the Bidder(s) whose Proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by as per the prevailing purchase procedures/policy of the State.

On this basis the draft contract agreement would be finalized for award & signing.

7.5. Right to Negotiation

a) Negotiations will be conducted with the technically qualified bidders as per the purchase procedures of the State Govt. prevailing at that point of time by High Powered Purchase Committee of the State/Competent Authority.

b) The negotiated prices will remain valid for the period of validity of contract (including extended period as applicable). However, in case the prices are

reduced the same will be applicable and the purchaser reserves the right to accept the reduced rates.

c) If during the contract period, the proposed product (hardware / software) is discontinued/withdrawn by the OEM, an alternate equivalent or higher product will have to be proposed by the System Integrator against the respective product for the remaining period of validity at the equivalent rates i.e. rates finalized as per the work order / bid proposal.

d) Negotiations will be conducted with the technically qualified bidders as per the purchase procedures of the State Govt. The purchaser and indenting Department/ jointly or the evaluation committee or **HPPC/ SHPPC** reserves the right for negotiation with the bidders as per the prevailing purchase procedures/policy of the State

7.6. Arbitration

a) In the case of dispute arising upon or in relation to or in connection with the contract between the Purchaser and the Supplier, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. The Arbitrator shall be appointed as mutually decided by both the parties.

b) Arbitration proceedings shall be held at Panchkula (Haryana) and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

c) The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Purchaser and the Supplier. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

7.7. Performance guarantee

On receipt of a letter of intent from the Purchaser, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to **five per cent (5%)** of the total contract value, on or before the signing of the subsequent contract, typically within **15 days** from notification of award, unless specified to the contrary (Performance Guarantee). In case the successful Bidder fails to submit Performance Guarantee within the time stipulated, the Purchaser may at its sole discretion cancel the letter of intent without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.

The Performance Guarantee furnished by the successful Bidder shall be in the manner prescribed at **Appendix III: Template for PBG**. The successful Bidder shall ensure, the Performance Guarantee is valid at all times during the Term of the subsequent contract (including any renewal/ extension/ delay) and for a period of

as per **Error! Reference source not found.** beyond all contractual obligations, including warranty terms.

The Purchaser may invoke the Performance Guarantee in the event of a material breach by the successful Bidder leading to termination for material breach.

7.8. Signing of contract

Subsequent to receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter into a contract, incorporating all clauses, pre-bid clarifications and the Proposal of the Bidder, between the Purchaser and the successful Bidder.

7.9. Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.

In such a case, the Purchaser shall invoke the PBG of the most responsive Bidder.

7.10. Relaxations to Micro Small and Medium Enterprise registered in Haryana as per latest State Govt. Guidelines

A. Concessions/ benefits Micro-Small

The concessions/benefits to MSEs and medium Enterprise are as per Haryana State Public Procurement Policy for MSMEs-2016, issued by Govt. of Haryana, Department of Industries & Commerce vide G.O. 2/2/2016-4IBII (1) dated 20.10.2016 and Amendment Memo No. 2/3/2018-4IB-II dated 23.04.2018. Manufacturing Micro and Small Enterprises (MSEs including Khadi and Village Industries/Units) who have filed Entrepreneur Memorandum in Haryana in respect of the quoted items participate directly in tender and do not through any intermediaries (their dealers/agents. distributors), will not subcontract to any other firm and to carry the entire manufacturing at their enterprise. Concerned MSE will be required to submit a copy of Entrepreneur Memorandum in respect of its category of Micro/Small issued to the firm by the Industries Department Haryana as a part of technical bid.

7.11. Relaxations to Startups / First Generation Entrepreneurs registered in Haryana as per latest State Govt. Guidelines

S.No.	Area as a part of Qualifying requirements	Concessions/Benefits may be allowed to Start-ups / First Generation Entrepreneurs	Eligibility for Startups / First Generation Entrepreneurs for the concessions/benefits
1	Tender Fee	Exemption on the payment of Tender Fee subject to fulfillment of conditions as per eligibility	
2	Earnest Money Deposit (EMD)	Exemption on the payment of Earnest Money Deposit (EMD) subject to fulfillment of conditions as per eligibility	
3	Performance Security	90% concession on Performance Security as applicable to other Haryana based firm subject to fulfillment of conditions as per eligibility	
4	Turnover	Concession of 80% on Turnover condition imposed as qualifying criteria	
5	Past Performance & Experience	Exempted in respect of Past Performance & Experience as part of Qualifying Requirements of the tender subject to fulfillment of conditions as per eligibility.	

| 6 | Purchase Preferences | Preference to Make in India criterion as per Notification of Department of Industries & Commerce, Government of Haryana i.e. "Haryana State Public procurement (Preference to Make in India)-2020, will not be applicable. OM for this MII exemption along with the list of items for which this exemption is applicable is given at Appendix 4: Make in India preference exemption order. | |

The details of Concessions/ benefits in Public Procurement to Start-ups / First Generation Entrepreneurs in the Haryana State obtained from website of Directorate of Supplies & Disposal, Haryana:

https://cdnbbsr.s3waas.gov.in/s3a1d7311f2a312426d710e1c617fcbc8c/uploads/2021/03/2021031082.pdf

https://cdnbbsr.s3waas.gov.in/s3a1d7311f2a312426d710e1c617fcbc8c/uploads/2021/01/2021012944.pdf

8. Scope of Work and Minimum Technical Specifications

CRID desires to strengthen the monitoring and security of currently hosted applications of the state, as it is of critical importance, which is an urgent requirement, by deploying the Application Performance Monitoring Tool at the Haryana State Data Center.

The scope covers State Applications hosted in the SDC and cloud data centres (Railtel, MeghRaj, NGC, BSNL, etc.), with a mandate for continuous responsiveness and availability, monitoring uptime and downtime of applications hosted on Haryana State Data Center (HSDC), documenting the causes of any outages, and conducting root-cause analysis.

The detailed specifications are as follows:

1. The bidder should have executed orders of the proposed solution in the last 3 financial years. The orders should be executed on behalf of States or Central Govt. / PSUs / Central or State Universities / Scheduled Banks/ Class-A-TSPs. The bidder should submit as a documentary proof fulfilling either of the conditions mentioned below:

   "Three Work Orders and its completed orders each costing not less than the amount equal to 40% of the estimated cost

   Or

   Two completed orders each costing not less than the amount equal to 50% of the estimated cost

   Or

   One completed order costing not less than the amount equal to 80% of the estimated cost".

2. The proposed solution shall include Application Performance Monitoring (APM) for a minimum of 50 critical applications covering all associated Web, Application, Database, or other relevant servers within the Data Centre environment. Additionally, it must support the monitoring of at least 250 server instances (Web, App, DB, or others) across both the Data Centre and external cloud environments such as Railtel and others.

3. The proposed solution should be able to provide for each individual SQL statement, fired in a transaction, the count of average Rows returned and fetches. It should be able to baseline the performance of every SQL alert on deviation

4. Solution should have a User Interface to present intuitive application dashboards presenting key metrics and easy navigation from Incidents to Events to relevant application traces

5. Proposed solution should be able to measure every transaction along with count and response time for each step of the transaction flow and classify in buckets of response time.

6. It should support end to end tracing for all major software like IBM WAS, App-Connect, MQ, WebLogic, Oracle DB, .NET, WebSphere, etc.

7. It should support monitoring of all standalone java /Node.JS/Angular/etc. programs as well.

8. Proposed solution should be able to allow creation of dashboards to show business transaction health and application response time for each and every transaction. The teams must be able to drill down to each of these transactions to see breakup of time spent on web server, application server, middleware, external components, and database tiers (whatever is part of the individual transaction). There should be no sampling. The monitoring tool must be able to capture the business KPIs from POST parameters, Method Arguments (as data objects or variables) Return Values, SOL Bind variables, etc.

9. The solution should be able to perform post deployment auto discovery of all technology stack/ components and their dependencies. Without manual intervention. (i.e., It should be able to auto instrument the applications and middleware (web and app servers, and Messaging Queues etc.).

10. The solution should not make any functional change to application for capturing end user traces. The solution should not compromise any application security.

11. Proposed solution should provide full context across the applications and should automate monitoring, tracing and profiling for all applications and services.

12. Proposed solution should support monitoring of monolithic as well as cloud/virtualize native applications.

13. Proposed solution should provide event correlation of any service impact using a combination of dependency mapping and expert knowledge and should enable administrator to work on the fix right away without wasting valuable time filtering through numerous discrete events.

14. For alerting and notifications, proposed solution should support methods/ technologies such as email, Microsoft teams, Office365 etc.

15. Solution should expose all interdependencies between cloud/virtualize, infrastructure, and application components. Operators can immediately understand the upstream and downstream dependencies whenever an application or component has an issue.

16. Proposed solution should be an enterprise observability platform that should be capable to:

    a. Continuously discover and maps all services

    b. Ingest all performance metrics,

    c. Trace all requests and profiles every process

    d. Map all application dependencies automatically.

17. The solution should be able to provide application memory leak analysis, lock contentions, process crash analysis/process level visibility.

18. The proposed solution should be able to provide online auto analysis to identify which component or tier is contributing to slowness of the monitored transaction.

19. The solution to be capable to monitor the critical applications hosted in SDC as well as outside hosted on other Data Centres over cloud like BSNL, Railtel, etc. viz their up – down time, recording the reasons for the down time as well for root cause analysis.

20. The proposed Solution must provide agentless as well as agent-based monitoring for server infrastructure. The agents should be able to set polling interval as low as 1 second with low overhead on target server infrastructure.

21. The solution should be scalable and flexible enough to integrate with the existing/ upcoming major EMS-NMS tools which are separately being procured by the State.

22. The details/ configurations of all assets (Servers, Platforms, Network etc.) for each application hosted in SDC should be managed with onboarding, changes, offboarding etc. (a complete life cycle). The solution should facilitate heterogeneous discovery methods via multiple protocols to enable comprehensive coverage of varied infrastructure elements like servers, virtual machines, databases performance along with services and process monitoring.

23. The solution should be able to identify the bottlenecks/ root cause in the performance of any application level whether it's at the platform level, software level or network level and should have the capability to alert the application/ system owners such that the problem could be rectified in time.

24. Accordingly, the solution should be able to support user management, creating roles and users for the monitoring with customization for monitoring, reports and dashboards.

25. The solution should be able to generate the tickets for managing the problems and its resolutions as per the Service Level Agreements/ Operational Level Agreements. It must not create more than one ticket for same recurring alarm to avoid ticket flooding from Monitoring system

26. For advanced needs, the solution should allow custom scripting within reports, enabling complex data manipulations, calculated fields, and enriched views. It must include advanced runbook automation capabilities, facilitating rapid troubleshooting and maintenance tasks.

27. The solution should have option to configurable failover decision mechanism, allowing administrators to define failover thresholds and conditions based on heartbeat interval checks, node responsiveness, or system health metrics.

28. The proposed SLA Monitoring Platform should have certification on at least 12 processes for ITIL4. Documentary Proof needs to be provided during bid submission. The proposed SLA Monitoring system shall provide flexibility of logging, viewing, updating and closing incident manually via web interface

29. The solution should be 64-bit application and capable of running in Linux platform

30. The proposed EMS solution must comply with the following standards: CIS certification, ISO 27034-1 for application security, ISO 27001:2022 for information security management, GDPR/ DPDP act for data privacy, and SOC 2 Type 2 for service organization controls. Valid supporting documents must be submitted with the bid.

31. OEM Should provide support for all upgrades and updates during the contract Period/ Scope of tender. The OEM should have a support centre with Dedicated Support mail id and toll-free number in India (to be provided). OEM should provide the escalation matrix.

32. OEM should provide configuration and training for minimum 3 days along with training material.

33. All required licenses should be PERPETUAL in nature and should have NO dependency on underlying hardware with 5 years Onsite comprehensive Annual Technical Support from respective OEM.

34. 5 years Onsite comprehensive warranty with 24x7x365 solution (Hardware & associated software) support and 2 years post warranty support as per Haryana States' CAMC/AMC policy

8.1. Scope of supply

1. Complete Project Plan for implementation and Integration
2. On call Onsite support must be required for critical issues.
3. Installation and configuration of software license including, but not limited to, Operating System (OS), etc. on the servers shall be the responsibility of the Bidder. The bidder shall also tune the parameters for optimal performance.
4. The Components should always comply guidelines issued by MeitY and State Govt. of Haryana from time to time.
5. The Bidder is responsible for provisioning all the equipment along with associated hardware, peripherals, accessories, cables, etc. Any additional components that would be required to meet the desired performance requirements under "live" conditions will have to be provisioned by the Bidder at no additional cost to Purchaser and without any project delays.
6. The software (as applicable) supplied should include appropriate number of genuine OEM licenses (as applicable as per OEM licensing policy).
7. After supply of items, selected bidder shall arrange installation & configuration in high availability mode. Further the OEM, wherever required & applicable, shall integrate with the existing applications at HSDC and other CSPs to make the solution functional/operational in a proper manner in consultation with Nodal Officer at Site.
8. Upon successful installation/provide solution (wherever applicable) of all the supplied Components, the selected bidder shall submit installation reports (in original) duly verified by the respective nodal officer.
9. Reconfiguration of Components /software's installed: Whenever required, the selected bidder shall reconfigure the Components /software's installed to meet out the requirement of Purchaser.
10. Selected bidder shall also provide a helpdesk number, email address, Toll-Free No. so that end-user may report problems, if any, using any of the available methods.

8.2. Responsibilities of successful bidder:

i. It shall be the responsibility of the vendor to keep the deployed solution in good working condition so as to ensure a minimum of **99.5% uptime (excluding planned preventive maintenance downtime with prior permission of the purchaser)** on quarterly basis by carrying out the necessary repairs/maintenance of equipment, otherwise it shall be treated as a non-performance on the part of the vendor for which performance guarantee may be forfeited and firm may be black listed for future business. The vendor shall provide free replacement of equivalent part as and when required.

ii. Configure solution for best performance.

iii. The bidder will configure the supplied equipment to meet out the all functional requirements.

iv. Ensuring that the complete system is available **24x7x365** as per the prescribed in this RFP.

v. Attending to and resolving system failures and snags

vi. Support and maintain the installed infrastructure.

vii. Configuration and backup of system data including documentation of all configurations, policies etc.

viii. **24x7x365** monitoring of the system to spot the problems immediately.

ix. Onsite support in case of hardware failure, Integration/ Configuration/ deployment issues.

x. **Facilitation of Third-Party Audit (TPA) Audit:** Selected bidder shall assist & facilitate the third-party audit and further shall be responsible to take corrective measures & comply with all the findings w.r.t. hardware/ software supplied, installed, integrated & commissioned.

9. Deliverables & Timelines

S. No.	Phase	Timelines	Payment
1.	Supply, installation, configuration, testing & commissioning of the solution	$T_1=T_0+30$ days	**75%** of Supply, installation, configuration, testing & commissioning cost
2.	Training and Capacity Building of concerned officers	$T_2=T_1+10$ days	NIL
3.	Successful Go- Live of the solution after receipt of installation, verification and acceptance report from the concerned Nodal Officer	$T_3=T_1+20$ days	**25%** of Supply, installation, configuration, testing & commissioning cost
4.	Comprehensive annual 3 years onsite OEM warranty	Starting from the date of Go-Live for 3 years	To be paid as 6 equal installments of the cost of the comprehensive onsite OEM warranty every 6 months for 3 Years on production of satisfactory service certificate from the Nodal officer

10. Service Level Agreement

The purpose of Pre-Defined Service Level Agreement's (SLA's) is to ensure quality and standards of operation, and specify performance criteria that shall be adhered to by the selected bidder for the duration of the project (and extended period of project as applicable).

10.1. Purpose

The purpose of Pre-Defined Service Level Agreement's (SLA's) is to define the levels of service provided and specify performance criteria that shall be adhered to by the Successful Bidder to the Purchaser for the duration of the project (and extended period of project as applicable). The benefits of this are:

a. Start a process that applies to Purchaser and Successful Bidder management attention to some aspect of performance, only when that aspect drops below the threshold defined by the Purchaser.
b. Help the Purchaser control the levels and performance of Successful Bidder's services.

10.2. Penalties on delay in delivery

The framework for performance penalties as a result of not meeting the Service Level Targets are detailed below:

S. No.	Phase	Timelines	Payment	Penalty
1.	Supply, installation, configuration, testing & commissioning of the solution	$T_1 = T_0 + 30$ days	**70%** of Supply, installation, configuration, testing & commissioning cost	**10%** of milestone payment per week of delay
2.	Successful Go-Live of Integrated Components after receipt of installation, verification and acceptance report from the concerned Nodal Officer	$T_2 = T_1 + 20$ days	**30%** of Supply, installation, configuration, testing & commissioning cost	**10%** of milestone payment per week of delay
3.	Training and Capacity Building of concerned officers	$T_2 = T_1 + 10$ days	NIL	
4.	Comprehensive annual 5 years onsite OEM warranty	Starting from the date of Go-Live for 5 years	To be paid as 6 equal installments of the cost of the comprehensive onsite OEM warranty every 6 months for 5 Years on production of satisfactory	**As per clause 10.3 below**

S. No.	Phase	Timelines	Payment	Penalty
			service certificate from the Nodal officer	

10.3. Penalty on Service & Solution Failure

Penalties shall be calculated on half yearly basis of total Solution failure or part failure. In case both are applicable for same duration, the higher one shall be charged. Penalties shall be deducted from the instalment of amount due for payment under work order / contract. In case penalties exceed the invoice amount, the bidder shall have to deposit the due penalty amount within 1 week from the date of issue of demand letter. In case the bidder does not deposit the penalty amount within stipulated time, purchaser reserves the right to recover the due amount as under:

i. From subsequent bills of and O&M Support cost or any other bill pertaining to work order/contract issued against this RFP

ii. From PBG Bond furnished against this RFP / work order / contract. Penalties shall be calculated as per table given below:

S. No.	Failure	% age Overall Uptime Target (Quarterly)	Impact	Penalty per hour of downtime exceeding the defined SLA (or part thereof)
1.	Total Service failure	99.5%	<= 10.8 Hours of downtime	No Penalty
		> 99.5%	> 10.8 Hours of downtime	1.0 % of half yearly comprehensive warranty and O&M support cost applicable on per hour of downtime
2.	Part Failure of the solution i.e. if any of the applications is not supported due to solution failure	99.5%	<= 10.8 Hours of downtime	No Penalty
		> 99.5%	> 10.8 Hours of downtime	0.5 % of half yearly comprehensive warranty and O&M support cost applicable on per hour of downtime

11. Fraud and Corrupt Practices

a) The Bidders/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Purchaser shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

b) Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the LOI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Systems Implementation Agency shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of 2 (two) years from the date such Bidder or Systems Implementation Agency, as the case may be, is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

    i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical

consultant/ adviser of the Purchaser in relation to any matter concerning the Project;

ii. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

12. Conflict of Interest

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

b) The Purchaser requires that the Implementation Agency provides solutions which at all times hold the Purchaser's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Systems Implementation Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.

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

i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

– where any intermediary controlled by a person through management

control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on

- a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty-six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

   ii.   a constituent of such Bidder is also a constituent of another Bidder; or

   iii.   such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or

   iv.   such Bidder has the same legal representative for purposes of this Application as any other Bidder; or

   v.   such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Bidder; or

   vi.   there is a conflict among this and other Systems Implementation/Turnkey solution assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Systems Implementation Agency will depend on the circumstances of each case. While providing software implementation and related solutions to the Purchaser for this particular assignment, the Systems Implementation Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or

   vii.   A firm hired to provide System Integration/Turnkey solutions for the implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;

d) An Bidder eventually appointed to implement software solutions for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to the Purchaser in continuation of this systems implementation or to any subsequent systems implementation executed for the Purchaser in accordance with the rules of the Purchaser.

13. Limitation of Liability

Limitation of Bidder's Liability towards the Purchaser:

a) Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.

b) Except in case of gross negligence or willful misconduct on the part of the Selected Bidder or on the part of any person or company acting on behalf of the Selected Bidder in carrying out the Services, the Selected Bidder, with respect to damage caused by them to Purchaser property, shall not be liable to Purchaser:
   i. for any indirect or consequential loss or damage; and
   ii. for any direct loss or damage that exceeds (a) the total payments payable under the Contract to the bidder hereunder, or (b) the proceeds the bidder may be entitled to receive from any insurance maintained by the bidder to cover such a liability, whichever of (a) or (b) is higher.

c) This limitation of liability shall not affect the Selected Bidder liability, if any, for damage to Third Parties caused by the bidder or any person or company acting on behalf of the bidder in carrying out the Services.

14. Appendixes

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria. Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

Forms to be used in Pre-Qualification Proposal

- **Form 1: Compliance Sheet for Pre-Qualification Proposal**
- **Form 2: Particulars of the Bidder**

Forms to be used in Technical Proposal

- Form 3: Compliance Sheet for Technical Proposal
- Form 4: Letter of Proposal
- Form 5: Project Citation Format
- Form 6: Bill of Material
- Form 7: Deviations
- Form 8: Manufacturer's Authorization Form (MAF)
- Form 9: Compliance sheet - Minimum Technical specifications of required Components solution (on OEMs Letter Head**)**

14.1. Appendix I: Pre-Qualification & Technical Bid Templates

14.1.1. Form 1: Compliance Sheet for Pre-Qualification Proposal

S. No.	Basic requirement	Specific requirements	Documents required	Bid PDF Page No.	Compliance (Yes/No)
1.	**Legal Entity**	i. Should be a legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies etc. ii. Registered with the appropriate Tax Authorities (GST, Income Tax etc.). i. Should have been operating for the last Three consecutive years as on **31st March 2025.**	i. Certificates of incorporation ii. Registration Certificates		
2.	**Annual sales turnover**	The Bidder should have an average annual sales turnover of at-least INR 45 Lakhs in each of the last three (3) consecutive financial years (2022-23, 2023-24, 2024-25) as on **31st March 2025.**	Certificate from the statutory auditor/ Charted Accountant on Annual Sales turnover.		
3.	**OEM average turnover**	The OEM should have an average annual sales turnover of at-least **INR. 360 Lakhs** in last three (3) consecutive financial years (2022-23, 2023-24, 2024-25) as on **31st March 2025.**			
4.	**OEM Net worth**	The OEM should have positive net-worth in each of the last three (3) consecutive financial years (2022-23, 2023-24, 2024-25) as on **31st March 2025.**	Certificate from the statutory auditor/ Charted Accountant on positive net worth.		

S. No.	Basic requirement	Specific requirements	Documents required	Bid PDF Page No.	Compliance (Yes/No)
5.	**Bidder financial standing**	The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.			
6.	**Past Experience**	The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same ~~or similar Category~~ proposed Product to any Central / State Govt. Organization / PSU Public Listed Company in each of last three (3) consecutive financial years (2022-23, 2023-24, 2024-25) as on **31st March 2025.**	Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.		
7.	**Past performance**	The Bidder or its OEM {themselves or through re-seller(s)} should have executed orders of the proposed solution in the last 3 financial years (2022-23, 2023-24, 2024-25) as on **31st March 2025**. The orders should be executed on behalf of States or Central Govt. / PSUs / Central or State Universities / Scheduled Banks/ Class-A-TSPs. Three Work Orders and its completed orders each costing not less than the amount equal to 40% of the estimated cost **Or** Two completed orders each costing not less than the amount equal to 50% of the estimated cost **Or** One completed order costing not less than the amount equal to 80% of the estimated cost.	Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.		

S. No.	Basic requirement	Specific requirements	Documents required	Bid PDF Page No.	Compliance (Yes/No)
8.	Debarment/ Blacklisting	The Bidder should not have been debarred/ blacklisted by States or Central Govt. / PSUs / Central or State Universities / Scheduled Banks/ Class-A-TSPs as on bid submission date.	Letter of undertaking to this effect on the bidders letter head, signed by bidder's authorized signatory		
9.	Tender Document Fee	Bidder should have submitted Tender Document fee as per **Error! Reference source not found.**	The Scanned copy of instrument to be uploaded online with technical bid and physical to be submitted to the Purchaser		
10.	Tender Processing Fee	Bidder should have submitted Tender Processing fee as per **Error! Reference source not found.**	The Scanned copy of instrument to be uploaded online with technical bid and physical to be submitted to the Purchaser		
11.	Earnest Money Deposit (EMD)	Bidder should have submitted EMD as per **Error! Reference source not found.**	The Scanned copy of online payment receipt to be uploaded online with technical bid and physical to be submitted to the Purchaser		
12.	Power of Attorney	Specific Power of Attorney in favour of Authorized Signatory signing the bid and Board Resolution in favour of person granting the Power of Attorney (on Non-judicial stamp paper of INR 100/- or such equivalent amount and document duly notarized), who shall sign the Contract Agreement.	Specific Power of Attorney to sign the Contract Agreement		

S. No.	Basic requirement	Specific requirements	Documents required	Bid PDF Page No.	Compliance (Yes/No)
13.	**OEM Undertaking**	The Bidder should submit valid letter from all the OEMs of products offered confirming the following: f. Authorization for bidder confirming that the products quoted are not "end of life or end of sale products". g. Undertake that the support including spares, patches for the quoted products shall be available for next 5 years from Go-Live acceptance. h. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period. i. OEM should have support center in India and should have its own resources based in India for implementation. a. OEM of offered products (hardware / software) shall not be debarred/ blacklisted by any State / Central Government Department or Central /State PSUs as on bid submission date	Documentary evidences such as Authorization letters/ **MAF (Manufacturer's Authorization Form)** from all OEMs whose products/solutions are being quoted by the Bidder need to be attached in the proposal as per format provided in RFP.		
14.	**Technical Compliance**	Compliance from OEM & bidder for detailed technical specifications of all the Products offered in this bid as per Bill of material (BOM)	The bidder must submit an item wise compliance for the technical specifications duly vetted by the respective OEMs specific to this tender. The Model and Make/Version of the offered		

S. No.	Basic requirement	Specific requirements	Documents required	Bid PDF Page No.	Compliance (Yes/No)
			products should be clearly specified in the compliance document (Bill of material (BOM))		
15.	Escalation Matrix & Dedicated Toll-Free Telephone No. for Service Support	**Escalation Matrix for Service Support:** Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support. **Dedicated toll-Free Telephone No. for Service Support:** BIDDER/ OEM must have dedicated/ toll Free Telephone No. for Service Support.	Bidder shall provide escalation matrix & dedicated toll-Free telephone No. for service support		
16.	IPv6 ready	Proposed solution shall support IPv6 from day one	Self-declaration by the bidder/OEM on letter head		

17.	Malicious Code Certificate	The seller should upload following certificate in the bid:
		(c) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:
		  i. Inhibit the desires and designed function of the equipment.
		  ii. Cause physical damage to the user or equipment during the exploitation.
		  iii. Tap Information resident or transient in the equipment/network.			

S. No.	Basic requirement	Specific requirements	Documents required	Bid PDF Page No.	Compliance (Yes/No)
		(a) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPR) are caused due to activation of any such malicious code in embedded software.			

14.1.2. Form 2: Particulars of the Bidder

SI No.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of company registration	
G	Details of registration with appropriate authorities for service tax	
H	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

14.2.   Form 3: Compliance Sheet for Technical Proposal

S.No.	Requirement	Attached (Yes/No)
1.	Form 3: Compliance Sheet for Technical Proposal	
2.	Form 4: Letter of Proposal	
3.	Form 5: Project Citation Format	
4.	Form 6: Bill of Material	
5.	Form 7: Deviations	
6.	Form 8: Manufacturer's Authorization Form (MAF)	
7.	Form 9: Compliance sheet - Minimum Technical specifications of required Components solution	

14.2.1. Form 4: Letter of Proposal

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Subject: Submission of the Technical bid for <Name of Assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Integration solutions to the Purchaser on <Name of Assignment> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed on the <URL of eProcurement portal> portal.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <90> days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

14.2.2.　　Form 5: Work Orders Details Format

#	WO No.	WO Date	Bid Pg. No. of the PO	Buyer Name	Seller Name	OEM Name	Equipment/ Line Item	Quantity	Amount	Page No. of Clarification document for Copies of work orders and contracts along with completions report specifying the same.
Work Order / Purchase Order details for minimum eligibility criteria (to be filled by bidder)										
1.										
2.										

14.2.3.   Form 6: Bill of Material

S.No.	Item	Unit of Measurement	Quantity	Remarks
1.	Supply, installation, configuration, testing & commissioning of APM Solution in High Availability mode	Nos.	1	
2.	Comprehensive annual 5 years onsite OEM warranty	Months	60	

14.2.4. Form 8: Manufacturer's Authorization Form (MAF)

[This form has to be provided by the OEM of the products proposed on its letter head]

No.   Date:

To:

OEM Authorization Letter

Dear Sir:

Ref: Your RFP Tender ID: [*] dated [*]

We who are established and reputable manufacturers / producers of _____ having factories / development facilities at (address of factory/facility) do hereby authorize M/s _____ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

   a. Such Products as the Purchaser may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
   b. in the event of termination of production of such Products:
      i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
      ii. Following such termination, furnishing at no cost to the Purchaser, the blueprints, design documents, operations manuals, standards, customized codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all shortfall period (in case of surplus period incurred in between activation date of license and Go-Live Date), installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name)

(Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

#. Min. Specification	Compliance (Y/N)	Deviation (Y/N)	Remarks (If any)
1. The bidder should have executed orders of the proposed solution in the last 3 financial years. The orders should be executed on behalf of States or Central Govt. / PSUs / Central or State Universities / Scheduled Banks/ Class-A-TSPs. The bidder should submit as a documentary proof fulfilling either of the conditions mentioned below: "Three Work Orders and its completed orders each costing not less than the amount equal to 40% of the estimated cost Or Two completed orders each costing not less than the amount equal to 50% of the estimated cost Or One completed order costing not less than the amount equal to 80% of the estimated cost".			
2. The proposed solution shall include Application Performance Monitoring (APM) for a minimum of 50 critical applications covering all associated Web, Application, Database, or other relevant servers within the Data Centre environment. Additionally, it must support the monitoring of at least 250 server instances (Web, App, DB, or others) across both the Data Centre and external cloud environments such as Railtel and others.			
3. The proposed solution should be able to provide for each individual SQL			

#. Min. Specification	Compliance (Y/N)	Deviation (Y/N)	Remarks (If any)
statement, fired in a transaction, the count of average Rows returned and fetches. It should be able to baseline the performance of every SQL alert on deviation			
4. Solution should have a User Interface to present intuitive application dashboards presenting key metrics and easy navigation from Incidents to Events to relevant application traces			
5. Proposed solution should be able to measure every transaction along with count and response time for each step of the transaction flow and classify in buckets of response time.			
6. It should support end to end tracing for all major software like IBM WAS, App-Connect, MQ, WebLogic, Oracle DB, .NET, WebSphere, etc.			
7. It should support monitoring of all standalone java /Node.JS/Angular/etc. programs as well.			
8. Proposed solution should be able to allow creation of dashboards to show business transaction health and application response time for each and every transaction. The teams must be able to drill down to each of these transactions to see breakup of time spent on web server, application server, middleware, external components, and database tiers (whatever is part of the individual transaction). There should be no sampling. The monitoring			

#. Min. Specification	Compliance (Y/N)	Deviation (Y/N)	Remarks (If any)
tool must be able to capture the business KPIs from POST parameters, Method Arguments (as data objects or variables) Return Values, SOL Bind variables, etc.			
9. The solution should be able to perform post deployment auto discovery of all technology stack/ components and their dependencies. Without manual intervention. (i.e., It should be able to auto instrument the applications and middleware (web and app servers, and Messaging Queues etc.).			
10. The solution should not make any functional change to application for capturing end user traces. The solution should not compromise any application security.			
11. Proposed solution should provide full context across the applications and should automate monitoring, tracing and profiling for all applications and services.			
12. Proposed solution should support monitoring of monolithic as well as cloud/virtualize native applications.			
13. Proposed solution should provide event correlation of any service impact using a combination of dependency mapping and expert knowledge and should enable administrator to work on the fix right away without wasting valuable time filtering through numerous discrete events.			
14. For alerting and notifications, proposed solution should support			

#. Min. Specification	Compliance (Y/N)	Deviation (Y/N)	Remarks (If any)
methods/ technologies such as email, Microsoft teams, Office365 etc.			
15. Solution should expose all interdependencies between cloud/virtualize, infrastructure, and application components. Operators can immediately understand the upstream and downstream dependencies whenever an application or component has an issue.			

16. Proposed solution should be an enterprise observability platform that should be capable to:
  a. Continuously discover and maps all services
  b. Ingest all performance metrics,
  c. Trace all requests and profiles every process
  d. Map all application dependencies automatically.			

17. The solution should be able to provide application memory leak analysis, lock contentions, process crash analysis/process level visibility.			
18. The proposed solution should be able to provide online auto analysis to identify which component or tier is contributing to slowness of the monitored transaction.			
19. The solution to be capable to monitor the critical applications hosted in SDC as well as outside hosted on other Data Centres over cloud like BSNL, Railtel, etc. viz their up – down time, recording the reasons			

#. Min. Specification	Compliance (Y/N)	Deviation (Y/N)	Remarks (If any)
for the down time as well for root cause analysis.			
20. The proposed Solution must provide agentless as well as agent-based monitoring for server infrastructure. The agents should be able to set polling interval as low as 1 second with low overhead on target server infrastructure.			
21. The solution should be scalable and flexible enough to integrate with the existing/ upcoming major EMS-NMS tools which are separately being procured by the State.			
22. The details/ configurations of all assets (Servers, Platforms, Network etc.) for each application hosted in SDC should be managed with onboarding, changes, offboarding etc. (a complete life cycle). The solution should facilitate heterogeneous discovery methods via multiple protocols to enable comprehensive coverage of varied infrastructure elements like servers, virtual machines, databases performance along with services and process monitoring.			
23. The solution should be able to identify the bottlenecks/ root cause in the performance of any application level whether it's at the platform level, software level or network level and should have the capability to alert the application/ system owners such that the problem could be rectified in time.			
24. Accordingly, the solution should be able to support			

#. Min. Specification	Compliance (Y/N)	Deviation (Y/N)	Remarks (If any)
user management, creating roles and users for the monitoring with customization for monitoring, reports and dashboards.			
25. The solution should be able to generate the tickets for managing the problems and its resolutions as per the Service Level Agreements/ Operational Level Agreements. It must not create more than one ticket for same recurring alarm to avoid ticket flooding from Monitoring system			
26. For advanced needs, the solution should allow custom scripting within reports, enabling complex data manipulations, calculated fields, and enriched views. It must include advanced runbook automation capabilities, facilitating rapid troubleshooting and maintenance tasks.			
27. The solution should have option to configurable failover decision mechanism, allowing administrators to define failover thresholds and conditions based on heartbeat interval checks, node responsiveness, or system health metrics.			
28. The proposed SLA Monitoring Platform should have certification on at least 12 processes for ITIL4. Documentary Proof needs to be provided during bid submission. The proposed SLA Monitoring system shall provide flexibility of logging, viewing, updating and			

#. Min. Specification	Compliance (Y/N)	Deviation (Y/N)	Remarks (If any)
closing incident manually via web interface			
29. The solution should be 64-bit application and capable of running in Linux platform			
30. The proposed EMS solution must comply with the following standards: CIS certification, ISO 27034-1 for application security, ISO 27001:2022 for information security management, GDPR/ DPDP act for data privacy, and SOC 2 Type 2 for service organization controls. Valid supporting documents must be submitted with the bid.			
31. OEM Should provide support for all upgrades and updates during the contract Period/ Scope of tender. The OEM should have a support centre with Dedicated Support mail id and toll-free number in India (to be provided). OEM should provide the escalation matrix.			
32. OEM should provide configuration and training for minimum 3 days along with training material.			
33. All required licenses should be PERPETUAL in nature and should have NO dependency on underlying hardware with 5 years Onsite comprehensive Annual Technical Support from respective OEM.			
34. 5 years Onsite comprehensive warranty with 24x7x365 solution (Hardware & associated software) support and 2 years post warranty support as per Haryana States' CAMC/AMC policy			

14.3. Appendix II: Financial Proposal Template

14.3.1. Form 2: Financial Proposal

S. No.	Item	Qty.	Unit of Measurement	Price	Taxes (wherever applicable)	Total cost (total price + taxes)
1.	Supply, installation, configuration, testing & commissioning of solution in High Availability mode	1	Nos.			
2.	Comprehensive annual 5 years onsite OEM warranty	60	Months			
Total cost:						
Total cost in figures:						

14.4.   Appendix III: Template for PBG

14.4.1.   Form 1: Performance Bank Guarantee

PERFORMANCE SECURITY

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas, <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Purchaser (hereinafter called "the beneficiary")

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

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the 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 INR. <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 INR. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

Notwithstanding anything contained herein:

i.   Our liability under this bank guarantee shall not exceed INR. <Insert Value> (Rupees <Insert Value in Words> only).
ii.   This bank guarantee shall be valid up to <Insert Expiry Date>)
iii. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

15. Appendix IV: MII Exemption Order

Haryana Government
Citizen Resources Information Department

हरियाणा सरकार
नागरिक संसाधन सूचना विभाग

<u>Order</u>
No. Admn/2/300/*1296*
Dated 06.06.2023

Pursuant to the recommendations of the Core Technical Committee constituted to finalize the RFP "Selection of System Integrator for Supply, Design, Build, Installation, Commissioning with Operations and Maintenance of a State Data Center along with Near Line BCP Disaster Recovery & Far Disaster Recovery site for 5 years", the committee in their RFP is seeking exemption from Public Procurement (Preference to Make in India) Clause for procurement items as per "Annexure A" of the order. This RFP and its clauses have been approved by following the due procedure of the Government.

The exemption referred to in the above-cited subject was requested by the Core Technical Committee constituted for procurement of ICT Hardware and Software for "Technology refresh" of HSDC through "Selection of System Integrator for Supply, Design, Build, Installation, Commissioning with Operations and Maintenance of a State Data Center along with Near Line BCP Disaster Recovery & Far Disaster Recovery site for 5 years" along with their justification for exemption which is mentioned hereunder as follows:

1. Following are the very critical and important design principals for any Data Centre and Disaster recovery centre for mission critical applications such as State Data Centres, Banking, Hospital Management, Defence, Law enforcement etc for Compute infrastructure, Storage infrastructure, Backup & replication and security between DC and DR and Connectivity purposes.

    i. Scalability
    ii. Security
    iii. Remote & Enterprise management
    iv. Performance
    v. Proactive Monitoring and Predictive Analytics

2. It is further to mention that success of such huge projects not only depend on the credentials of System Integrator, but on the quality, features, manageability and performance of infrastructure supplied for the project. Following points shall contribute to the success or failure of the project which are required to be considered:
    i. High-end compute like Servers are required for hosting Citizen centric critical application and services to the citizens. All such services would be rendered on 24x7 basis. So the equipment under this category shall be used for application testing, staging, and production and shall operate on 24x7x365 basis. As the same is being operated 24X7 the feature of remote enterprise management of the infrastructure is required which come with the firmware of the infrastructure.
    ii. Features like firmware management, security features, Protection from Cyber-attacks, management of infra in an elastic environment where the resources can be remotely increased or decreased based on requirement.

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iii. The infrastructure needs to be continuously updated/ upgraded based on the new releases considering the worldwide threat landscape and best practices. New OEMs lack this capacity & features and hence, are more vulnerable to new threats. Further, new OEMs lack must have features like maintaining repository for firmware with drivers and features to install or rollback compromised firmware with provisions even to restore to Factory settings.

iv. Out of the box features like support for managing multiple servers under a single console a one unit may not be available in new and emerging OEMs whether of Indian origin or not. Important features for SDC environment are listed as under which are very important in terms of energy efficient O&M of the infrastructure:

   a) Group Power Control
   b) Group Power Capping
   c) Group Firmware Update
   d) Group Configuration
   e) Group Virtual Media and Encrypted Virtual Media
   f) Group License Activation

v. Also, the enterprise solutions allow the complex environments like that of Data Centres with BCP Sites and Far DR facilities to have integrations not only at the application level but also at hardware level, which the new OEMs fail to achieve.

vi. Hardware equipment like Enterprise Class Storage have been provisioned for management of Storage at Data Centres (DC and Near BCP) initially with four controllers (active-active) upgradeable up-to eight controllers in future based on requirements with ransomware protection and disc encryption for scalability and cyber-resilience. Such features are not available in either New OEMs or MII OEMs.

vii. Performance in terms of processing, latency in information/data exchange within the DC ecosystem and response to any user accessing application/services rendered through HSDC shall be very crucial for success of electronic governance in State and all the equipment under this category i.e. compute and storage systems needs rigorous testing for their reliability, security, support (B2B from OEMs), performance etc. from their respective OEMs. Such systems are currently not available either with New OEMs or MII OEMs.

viii. Backup and restore technologies provide foundation of continuous data protection and also support automated failover & failback mechanisms once the primary data gets corrupted or damaged due to any reason. Maintaining backup policies as per the defined procedures of SDC need tried and tested equipment and hence, these features are not available to supported either by New OEMs or MII OEMs.

ix. For equipment like Web application firewall (WAF) the tried and tested features like Dynamic Application Security testing (DAST), vulnerabilities and its suggested controls are published at global level (like OWASP top 10) which if exploited, could result in loss of sensitive data, shutdown of the online service, destruction or corruption of data, etc. In view of the higher risk, the OEMs are required to be certified by global certifying Labs well accepted by Governments, Banks and PSUs which are not available either in New OEMs or MII OEMs

x. For equipment like Anti -APT, External and Internal Firewalls, IPS, HIPS, EPP, DDoS, NDR (Network Detection and Response), etc, the OEMs must have contributed for some minimum number of new vulnerabilities or attack patterns (zero-day /undisclosed

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vulnerabilities) and created signatures to overcome vulnerabilities in the public domain for the betterment of the similar equipment community. These features would not only protect from the known threats but also from the upcoming threats.

xi.   OEM in Research and Development Center develops latest signatures for enhancing the security based on their feeds of ongoing attacks from their deployed devices globally. Such features require maturity as an OEM which are not available either in New OEMs or MII OEMs.

xii. Advance Security technologies like Security orchestration, automation and response (SOAR) should have Threat intel platform inbuilt with OEM threat intel feeds and support for both commercial and open source threat intel feeds both structured and unstructured. SOAR solution should collect real time global threat intel data, dedupe, aggregate, normalize, enrich, and process threat intelligence in a holistic and actionable manner. Also, works on inbuilt threat indicator repository which can be used for active threat hunting using automated playbooks which are again not available in New OEMs or MII OEMs.

xiii. Security information and event management (SIEMs) devices have been provisioned in the Data Centre. The SIEM devices are capable of ingesting threat intelligence feeds and the quality of threat intelligence varies between vendors. These feeds, which are often acquired from self OEM, separate subscriptions, contain up-to-date information on threat activity observed all over the world, including, which hosts are being used to stage or launch attacks and what are the characteristics of such attacks. The greatest value in using these feeds is enabling the SIEM to identify attacks more accurately and to make more informed decisions, often automatically, about which attacks need to be stopped at the very time of detection. Factors to consider when evaluating threat intelligence should include how often the threat intelligence updates and how the threat intelligence vendor indicates its confidence in the malicious nature of each threat. Such features require maturity as an OEM which is not available either in New OEMs or MII OEMs

xiv. Element – Network Management System (EMS-NMS): The software should be compliant with latest encryption standards to ensure all the communication happening to and from the software is encrypted and secure in order to avoid any tampering of sensitive information in case of a data breach or data leak. The features require certifications on global standards for Incident management, Problem Management, Change Enablement, Service Configuration management, Service Catalogue Management, Release Management, Service Desk, Knowledge Management, IT Asset Management and Service Request Management for creating any workflow or process out-of-the box. Such features require maturity as an OEM which is not available either in New OEMs or MII OEMs

xv.   SSL Orchestrator (SSLO) is a very important part for encrypting and decrypting network traffic coming in and out of Data Centre and is therefore, is very much required for the confidentiality and integrity of data in motion. Hence, any SSLO being deployed should be tried and tested and mature enough as an OEM which is mostly not available either in New OEMs.

xvi. Comprehensive DLP (Endpoint and Network), Fingerprinting technology for Data Leakage, out of the box policy templates (rich templates like for GDPR, Aadhaar, IT

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Act 2008, etc. Such features again require maturity levels as an OEM which is not available either in New OEMs or MII OEMs

3. Also, the environments such as State Data Centre cannot be experimented with, as such stable, tested and well supported equipment are required for this highly complex and critical environment primarily dealing with citizen services, handling confidential & sensitive information of Citizen, Revenue and Finance related applications, etc. on 24X7 e-basis. Also, this equipment is required by the State in order to support the IT & e-Governance applications for a substantial period of time (5-7 years and even beyond).

4. On the above basis, the Principal Secretary to the Government of Haryana, Citizen Resources Information Department (CRID) grants exemption from Public Procurement (preference to Make in India - MII) for procurement of the items/services as mentioned in the RFP (List of items is enclosed at Annexure A) as per Clause 13 of the Haryana State Public Procurement - MII Order 2020 notified vide No: 02/08/2020-4IB-II, dated: 18-11-2020 by Department of Industries & Commerce Govt. of Haryana with a condition that exemption shall be granted for the above purpose only and shall be reviewed at any time after the completion of six (6) months.

(V. Umashankar)
Principal Secretary to Government Haryana
Citizen Resources Information Department (CRID)

Endst: No.:2/300/ 12947

Chandigarh dated, the 06.06.2023

A copy is forwarded to the following:

1. PS to ACS Industries and Commerce for kind information of ACS Industries and Commerce Department
2. Secretary to Special Secretary IT for information of Special Secretary IT.
3. Head SeMT and CITO, CRID.
4. Jt. CITO (SDC), CRID.

Director (Administration)
For Principal Secretary to Government Haryana,
Citizen Resources Information Department (CRID)

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Annexure - A

S.No.	BOQ Item
	Compute and Storage
1	Rack Server 64 Core & 32 Core CPU in Dual Socket
2	SAN Storage (All Flash NVME with 5 year warranty support)
3	SAN SWITCHES (48 Port) 4 Uplink (16/32) with cascade license
4	Object Storage
5	NAS Storage
6	Server Rack with PDU
7	High End Desktop for NOC & SOC setup
8	HCI Solution (in FTT2) with 2 mode failure
	Networking
9	TOR Switch (48 port)
10	Network Switches (L3)
11	Core Switch HA
12	Core Router
13	SDN
14	Global Server Load Balancer
15	Server Load Balancer
	Backup
16	Tape Library (LTO) with 50 Tapes, 2 cleaning tapes and tape labels
17	Purpose Built Backup Appliance with 3 PB raw capacity
18	Backup software license based on front end capacity for 500 TB for 5 year
	Cyber Security
19	Distributed Denial-of-Service(DDOS)
20	Web application firewall (WAF)(5 Year)
21	Advanced Persistent Threat (APT)
22	SSL Decryptor & SSL Encryptor
23	IPS
24	Internal Firewall HA NGTP (IPS,URL Filtering, Malware)
25	External Firewall HA NGTP (IPS,URL Filtering, Malware)
26	Security Information and Event Management (SIEM) with Video wall requirement
27	Security Orchestration Automation and Response (SOAR)
28	Network Detection & Response (NDR)
29	Data Loss Prevention (DLP)
30	Host Intrusion Prevention System (HIPS)/EDR/EPP/XDR(End Point Protection and Malware Detection& Removal and Prevention)
31	Application vulnerability security & audit tool
	System Software
32	Enterprise Monitoring Solution(EMS),Network Monitoring Solution (NMS), Application Performance Monitoring
33	Governance, Risk & Compliance (GRC) tool
34	Server Virtualization Software (Latest Version) with 5 year Support
35	Cloud Automation, Orchestration & Management

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