

Bid Corrigendum

GEM/2022/B/1981514-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. Buyer uploaded ATC document [Click here to view the file.](#)
2. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
3. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
4. Bidder shall submit the following documents along with their bid for Vendor Code Creation:
 - a. Copy of PAN Card.
 - b. Copy of GSTIN.
 - c. Copy of Cancelled Cheque.
 - d. Copy of EFT Mandate duly certified by Bank.
5. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
6. **ISO 27001:** 2018 for Information Technology Services.
7. In case the bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder furnishes the following further documents on substantiation of its qualification:
 - Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the audited consolidated financial statements of the Holding Company.
 - A certificate from the CEO/CFO of the Holding Company as per the format enclosed in the bid documents stating that the unaudited unconsolidated financial statements form part of the consolidated annual report of the company.
 - In case where audited results for the last financial year as on the date of Techno Commercial Bid Opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company are under audit as on the date of Techno-Commercial Bid Opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

Note: (i) Other income shall not be considered for arriving at annual turnover.

8. 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 (IPRs) are caused due to activation of any such malicious code in embedded software.

9. **OPTIONAL SITE VISIT:**

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. Yes

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

10. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
11. 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
12. Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)
13. The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:
- (i) Single order of at least 35% of estimated bid value; or
 - (ii) Two orders of at least 20% each of estimated bid value; or
 - (iii) Three orders of at least 15% each of estimated bid value.
- Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion
14. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - b. Execution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.
15. After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 10 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 10 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing– the delivery period shall be refixed without LD for the period of delay

in approval of Drawing.

16. **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.
17. Buyer Added text based ATC clauses

Amendment-I to the provisions of bidding document has been attached as Annexure-K of attached ATC document.

Clarification to the queries raised by the bidders/OEMs are attached as Annexure-L of attached ATC document.

These documents have also been uploaded in POSOCO website & can be accessed through the following link: <https://posoco.in/side-menu-pages/tenders/open-tender/>

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

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



Bid Document

For

**Supply, Installation, Implementation,
Integration, Maintenance and Support**

Of

**Next Generation Security Operation
Centre (SOC)**

For

**Power System Operation Corporation
Ltd. (POSOCO)**

[[This document is meant for the exclusive purpose of bidding against this specification and shall not be transferred, reproduces or otherwise used for a purpose other than that for which it is specifically issued.]

Proprietary Notice

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Disclaimer

This document has been prepared based on available information with POSOCO and other publicly available documents which POSOCO believes to be reliable. The sole objective of this document (the Request for Proposal or the RFP) is to solicit Technical and Financial Bids from interested parties for taking part in the tendering process.

While this document has been prepared in good faith, no representation or warranty, express or implied, is or shall be made, and no responsibility or liability shall be accepted by POSOCO or any of their employees, consultants, advisors or agents as to or about the accuracy or completeness of this document and any liability thereof is hereby expressly disclaimed. Interested Parties may carry out their own study/ analysis/ investigation as required before submitting their Technical and Financial Bids.

This document does not constitute an offer or invitation, or solicitation of an offer, nor does this document or anything contained herein, shall form a basis of any agreement or commitment whatsoever.

Some of the activities listed to be carried out by POSOCO after the receipt of the responses are indicative only. POSOCO has the right to continue with these activities, modify the sequence of activities, add new activities or remove some of the activities, as dictated by the best interests of POSOCO.

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INTRODUCTION

Power System Operation Corporation Ltd. (POSOCO), hereinafter referred as “Owner”, is a Govt. of India Enterprise which is established to ensure Integrated Operation of Regional and National Power Systems to facilitate the transfer of electric power within and across the regions and trans-national exchange of power with Reliability, Security and Economy.

POSOCO has its registered office at First Floor, B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016. POSOCO is assigned to take up the role of the Independent System Operator (ISO) in Indian power sector. POSOCO comprises the Corporate Centre and its Load Dispatch Centres comprising National Load Dispatch Centre at Delhi, Back-up National Load Dispatch Centre at Kolkata and Five Regional Load Dispatch Centres located across India.

Information Technology is vital to POSOCO operations and it aims at utilizing Information Technology (IT) for ‘Automating’ its operations for more productive, knowledge-based work environment and improved decision-making.

Cyber security has become a major concern over the past few years as hackers have penetrated the IT infrastructure of the various enterprises with increasing frequency and sophistication. The protection of information infrastructure and preservation of the confidentiality, integrity and availability of information in cyberspace is the essence of a secure cyber space.

Keeping in view the foreign geographies, increasing innovative & advanced cyber-attacks and malwares, threats emanating from emerging technologies bots, dark web, social engineering, cloud etc., POSOCO intended to set-up on-premises state-of-the-art Next Generation Security Operations Centre (SOC) which can withstand logs / data at extremely high concurrency operating on 24x7x365 basis. SOC shall be manned by skilled IT security professionals, who continuously monitor the traffic passing through the devices using the SIEM (Security Information and Event Management) tools and take proactive actions to mitigate any threat as per the generated alerts and advisories from authentic sources. The intent for Services / Solutions shall be based on following principles:

- **Identification & Prevention of Information Security Vulnerabilities:** The SOC should be able to identify information security vulnerabilities in POSOCO environment and prevent these vulnerabilities through implementation of adequate security solutions.
- **Incident Management:** Reporting of information security incidents using appropriate tools. Track and monitor the closure of these information security incidents and escalation of these incidents to appropriate teams / individuals in POSOCO.
- **Continuous Improvement:** Continuously improve services/ solutions as per the requirements of POSOCO.

Based on the above, POSOCO has envisaged the following security solutions required to enhance the robust monitoring that are compliant with ISO 27001, CERT-In, NCIIPC, CEA Cyber Security Guidelines 2021, Any cyber-Security regulations issued by CEA/CERC in due course etc.

- i. Next Generation Security Information and Event Management (NG SIEM)
- ii. Security Orchestration, Automation and Response (SOAR)
- iii. Network Behaviour Anomaly Detection (NBAD)
- iv. User and Entity Behavior Analytics (UEBA)
- v. Database Activity Monitoring (DAM)

Required adequate computation and storage in virtual environment (along-with Window OS) will be provided by the Owner. Bidder will be responsible for delivering the end to end solution and will be the single point of contact for the Supply, Installation, Implementation,

Integration, Maintenance and Support of Next Generation Security Operation Centre (SOC) for the entire project. Bidder will also be solely responsible for ensuring adherence to the Service Levels, terms & condition and Service Quality for each of the deliverables as per T&C. In case Window OS goes to end-of-support/life, owner will provide latest Window OS, bidder has to re-install and re-configure the solution without any additional cost to Owner.

SPECIAL CONDITIONS OF CONTRACT

1. Scope of the project

The Following are the brief activities bidder need to perform in order to successfully Supply, Installation, Implementation, Integration, Maintenance and Support of state-of-the-art Next Generation Security Operation Centre (SOC), whereas detailed herein under clause 4.0:

- i. Owner intends to extend security event monitoring by leveraging on Big Data based technology to deliver Advanced Threat detection, automated incident response, incident analysis, customized security intelligence & Threat/Vulnerability advisories, as one solution. Advanced Threat detection should be based on data analytics beyond rules & signatures using Big-Data platform with capabilities for Threat assessment, Hunting & Predictive Analysis.
- ii. The services and solutions offered should be modular, scalable, and should be able to address Owner requirements during the period of contract as per technical specifications. It should be based on big-data analytics and machine learning capabilities with pre-built analytical models to detect targeted attacks and unknown threats.
- iii. Root Cause Analysis of the incidents (Major & Minor) to identify threat sources and proactive measures to prevent recurrence with identification of patient zero and blast radius. Analysis of SIEM logs to identify information security vulnerabilities in Owner environment and provide recommendations to prevent these vulnerabilities.
- iv. Reporting and logging of all security incidents through the use of appropriate ticketing tools. Track and monitor the closure of these information security incidents and escalation of these incidents to appropriate teams/ individuals of Owner.
- v. The bidder shall also provide a detailed process for managing Incident Response (IR) - describing each phases of the process - prepare, identify, contain, eradicate, recover and learn from the incidents responded to.
- vi. Bidder has to conduct policy identification exercise for target scope; perform asset classification based on understanding of business flow of critical data and business impacting processes. Bidder has to provide adequate resources for implementation and facility management.
- vii. During the course of implementation OEM involvement should be spanning across all phases of implementation including Project Preparation, Solution Design Phase (Including Review/design of all the Policy Documents, Blueprints and other Solution documents), Configuration and Customization, Integration, Acceptance and Training. **Post Implementation** half yearly on-site review of the implementation and adequate support is required from the OEM. OEM is required to submit the review report directly to POSOCO and bidder need to close the same. **OEM is required to provide the undertaking for the same.**
- viii. Bidder has to ensure that the end to end installation, configuration, parameterization, customization, implementation, integration, support and maintenance of all the solutions at central site i.e. DC.

- ix. Bidder should take complete ownership to deploy the solutions seamlessly in Owner existing infrastructure, if any up-grade/Update or replacement needed in existing infrastructure has to be informed to POSOCO during the requirement gathering stage by bidder to deploy the solution with proper documentation.
- x. Bidder is required to work with the existing System Integrator(s) of the POSOCO to integrate the security solutions with existing application platforms (IT & OT), server and storage environment, enterprise network, existing ISP, NMS solutions, security solutions etc.
- xi. Bidder is required to provide the necessary personnel to manage the operations of the proposed solutions in scope and to ensure SLA compliance for a period specified under the contract.
- xii. Manpower as detailed in the RFP shall be deployed for 24x7 manning of the SOC at Delhi as mentioned in scope of work, which will also manage all the log collectors deployed at other location of Owner as mentioned in RFP.
- xiii. The offices of the Bidders should be in a position to deploy adequate staff/ personnel having requisite qualifications and experience to provide for all services as mentioned in this RFP. All resources proposed by the bidder for this project should be either on the OEMs payroll or direct payroll of the bidder.
- xiv. Owner will provide the network bandwidth for the in-scope solution. However, bidder is required to study the existing bandwidth at POSOCO Premises and suggest the bandwidth requirement for in- scope solution, if any upgrade is required in terms of bandwidth, Owner will upgrade. However, it is expected that the proposed solution shall consume minimal bandwidth, so that it should not impact Owner day to day business operations.
- xv. Bidder to provide regular updates/upgrades/patches released by the OEM during the entire contract period. All updates/upgrades/patches has to be applied in the UAT Environment within 15 days of release of updates/upgrades/patches by the OEM and approved by Owner. Updates/upgrades/patches has to be applied in Production, within 60 days of release of updates/upgrades/patches by the OEM and approved by Owner. However, there may be a requirement of deployment of critical patches on urgent basis, bidder to deploy the same post approval and as per the instructions from Owner.
- xvi. Bidder shall be responsible to integrate any new devices, software etc to be procured by the Owner as an additional requirement or upgradation of existing IT & OT system. Number of sites to be integrated with proposed SOC may also vary and bidder has to integrate it. Bidder has to integrate all those without any additional cost implication to the owner during entire period of contract of five year from Go-Live.
- xvii. Proposed solution shall also be able to integrate the software, applications etc hosted in cloud environment on PAAS / IAAS model and bidder shall be responsible for the integration without any additional cot to owner. Owner will provide necessary support and assistance.
- xviii. It should be ensured that neither during installation nor during operations of the security solutions any of the existing infrastructure/ business of Owner is impacted.
- xix. Bidder is required to adhere to Service Level Agreements (SLA), periodic monitoring and reporting requirement stated in the RFP and shall submit the report to Owner for the same.
- xx. All the services / solutions in scope needs to be designed and implemented with adequate redundancy and fault tolerance to ensure compliance with SLAs for uptime as outlined in this RFP.
- xxi. The responsibility of integration of all the proposed solutions with the existing or any new security solutions procured by Owner during the contract period, if required, lies with the bidder selected through this RFP. The Owner shall provide adequate support to bidder for the purpose of integration.

- xxii. OEM Effort should be at least 20% of the total implementation effort spanning across implementation phase. **OEM undertaking shall be submitted in this regard**, clearly stating what type of activities will be performed by them.
- xxiii. Owner will not take any responsibility of any assumptions made by the bidder. It is the responsibility of the bidder to ensure successful implementation of the proposed solution. The bidder is also responsible for the accuracy of the bid and Owner is not liable for any errors or assumptions made by the bidder.
- xxiv. All trainings will be arranged by the selected Bidder/OEM in Owner premise. Owner will provide training room along with required no. of PCs and projector. Rest all expenses required for providing the training will be borne by Bidder.
- xxv. The proposal submitted by the bidder should be a No-Deviation Bid, any assumption, deviation or conditions quoted by the bidder anywhere in the proposal shall be treated as unresponsive & rejected.
- xxvi. It is expected that bidder and OEM shall ensure that the solution supplied by them shall not be declared "End of Support Life" for minimum 5 years from date of Go-Live. If the same is de-supported by the OEM for any reason whatsoever, the bidder shall replace it with a compatible equivalent or higher that is acceptable to Owner without any additional cost to the Owner and without impacting the performance of the solution in any manner whatsoever.
- xxvii. If the support of OS supplied under project is stopped then it is the responsibility of the bidder to install the product on upgraded OS and if any upgrade is required in the bidder supplied software then bidder shall upgrade without any additional cost.
- xxviii. SI to ensure that the proposed solution (except SOAR & UEBA) shall be well established, tested, proven, have well support from OEM and reputed product. It shall be operational (with at-least 10,000 EPS) in at-least one organisation since last three years in Govt// Public Listed Company. However, in case of SOAR & UEBA, it shall be operational in at-least one organisation (each one) since last one year in Govt/PSUs/Public Listed Company. Cut-off date will be considered from the original date of bid opening. OEM shall submit copy of certificate from the client/user.
- xxix. Supply of required screens and workstations for monitoring of SoC operation as per technical specification.

Note:

- a. The aforesaid scope of work is indicative but not exhaustive. The License Quoted by the bidder shall be enterprise grade License. Further, Bidder to Review the existing Processes, Procedures, Policies, guidance towards its implementation based on various guidelines on Information and Cyber Security aspects.
 - b. Unless expressly stated otherwise, for all the solutions to be provided by Bidder, Bidder is required to factor the necessary software, services as per defined scope. Additionally, the Bidder is required to design, size, procure, deliver, implement, deploy, parameterize, customize, interface/ integrate, train, maintain and manage the end to end solutions as per the scope.
 - c. In case, the Bidder has not indicated any component/module in their proposed solution that is required for providing services to Owner, the successful Bidder shall have to provide required services within the contracted price at no additional cost to Owner.
- 2. Engineer-In-Charge:** For supervision & coordination of the above job General Manager (T&I) or his Authorized Representative(s) shall be the Engineer-In-Charge.

3. Earnest Money Deposit (EMD):

EMD for the subject package is waived off in view of GoI directive. However, bidders are required to submit bid security declaration in attached format, failing which their bids shall be considered as non-responsive. *All interested bidders are required to submit the Bid Security Declaration as per the attached format at Annexure-B of this document.*

Micro and Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) or with any other designated Authority of GoI under the Public Procurement Policy for MSEs are exempted from submission of Bid Security as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012. Such bidders are also required to submit their bid security declaration as per the attached format along with MSE certificate in their bid, failing which their bids shall be considered as non-responsive.

4. Qualifying Requirements (QR)

The qualifying requirements under the proposed tender has been classified in two categories as follows:

1. Pre-qualification Criteria: Bidder Eligibility Criteria
2. Technical Evaluation Criteria

Pre-qualification criteria bid will be used for assessing the bidders on the basis of eligibility criteria laid down in this RFP. Therefore, the bidders are required to submit the bid in the specified format furnishing all the required information and supporting documents. A bid may be rejected at the prequalification stage itself and not considered for technical evaluation if it fails to satisfy the Eligibility Criteria specified in this RFP.

The bid shall be reviewed for determining the Compliance Eligibility Criteria and any deviation to eligibility criteria shall lead to rejection of the bid.

Before opening and evaluating their Technical Bids, bidders are expected to meet all the pre-qualification criteria of the RFP. Bidders failing to meet these criteria or not submitting requisite supporting documents/ documentary evidence for supporting eligibility criteria are liable to be rejected summarily.

Technical Bids of only the pre-qualified bidders will be evaluated. The bidders' technical bid shall be evaluated as per the requirements specified in the RFP and adopting the evaluation criteria mentioned in this RFP. The Bidders are required to submit all required documentation in support of the technical criteria specified as required for the technical evaluation

PART-A: PRE-QUALIFICATION CRITERIA

i. Commercial Experience Eligibility Criteria:

For experience, the order(s) executed by the bidder, during the last five years from the original date of bid opening, should be considered as under:

- a. Three orders each executed for the similar item where executed value is not less than the amount equal to 15% of the estimated cost (**i.e. Rs 1.95 Cr**).
- OR**
- b. Two orders each executed for the similar item where executed value is not less than the amount equal to 20% of the estimated cost (**i.e. Rs 2.6 Cr**).
- OR**
- c. One order executed for the similar item where executed value is not less than the amount equal to 35% of the estimated cost (**i.e. Rs 4.5 Cr**).

The last date of order execution may fall in the above-mentioned period.

Note: 'Similar Item' type means any works/projects which includes supply, installation/commissioning, configuration, management and maintenance of alt-least one or more of the following in same project:

- Next Generation Security Information and Event Management (NG SIEM)
- Security Orchestration, Automation and Response (SOAR)
- Network Behaviour Anomaly Detection (NBAD)
- User and Entity Behavior Analytics (UEBA)
- Database Activity Monitoring (DAM)

To arrive at the executed value towards meeting the same or similar work criterion, the value pertaining to above component will be only be included and other items (IT/non-IT) would be excluded.

- ii. The bidder should be a company registered under the Companies Act, 1956 OR Partnership firm registered under LLP Act 2008/Government Organisation and should be in existence since last 5 years from the original bid opening date.
- iii. The Minimum Average Annual Turnover (MAAT) of the bidder for the during the last three (3) financial years (i.e. 2018-19, 2019-20,2020-21) shall be at **least INR 6.5 Crore i.e. 50% of Cost Estimate** (Relaxation in Annual Turnover by 20 % shall be considered for MSME bidders as per GoI guidelines. In that case bidder has to submit the MSME registration certificate).
- iv. The Bidder should have positive net worth and should be profitable during each of the last three financial years (i.e. 2018-19, 2019-20,2020-21).
- v. Following documents shall be submitted by the bidder as evidence of above
 - a. **Bidder Turn Over Criteria:** The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance sheets of relevant periods or a certificate from the Chartered Accountant/Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution/incorporation of the bidder is less than 3-year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- vi. The bidder should not have been debarred or blacklisted by Central Government/State Government/PSU/ Govt. Undertaking in India at the time of submission of the Bid.
- vii. Bidder shall be Registered for GST and Income Tax in India.
- viii. The Bidder shall have Head or Branch office in Delhi & with a strength to provide all the services envisaged under the contract from local resources i.e. Delhi & NCR.
- ix. The Bidder shall have valid ISO/IEC 27001 certification.
- x. Proposed solution (except SOAR & UEBA) shall be well established, tested, proven, have well support from OEM and reputed product. It shall be operational (with at-least 10,000 EPS) in at-least one organisation since last three years in Govt/PSUs /Public Listed Company. However, in case of SOAR & UEBA, it shall be operational in at-least one organisation (each one) since last one year in Govt/PSUs/Public Listed Company. Cut-off date will be considered from the original date of bid opening. OEM shall submit copy of certificate from the client/user.

- xi. The minimum local content of proposed NG-SIEM solution shall be 60% of total cost of the NG-SIEM product. Self-certification from OEM shall be submitted as per the **format attached as Form-1 of Annexure-H**.
- xii. Bidder shall have own SOC and providing mange services to multiple customers and shall be operational since minimum last three years from the original date of bid opening.
- xiii. Bidder shall have executed at-least one project with all proposed OEM solution. In case bidder do not have such experience, installation, commissioning, integration, tuning of tool shall be in OEM scope. An undertaking from OEMs along-with proposed scope of work shall be submitted.
- xiv. Tender specific OEM authorisation letter from all OEMs.
- xv. The bidder should have back lining Agreement with OEM, which is mandatory, and it shall be as per role of OEM defined in the RFP for all the solutions proposed in the RFP.
- xvi. OEM or Authorised Seller of OEM should have a registered office in India to provide after sale service support in India. The certificate to this effect should be submitted.

PART-B: TECHNICAL CRITERIA FOR EVALUATION

Sl. No.	Criteria	Marks
1.	<p>Average Annual Turnover of the Bidder during the last three (3) financial years (i.e. 2018-19, 2019-20,2020-21).</p> <p>>= INR 300 Crores : (10 marks) >= INR 200 Crores and < INR 300 Crores : (8 marks) >= INR 100 Crores and < INR 200 Crores : (6 marks) >= INR 6.5 Crores and < INR 100 Crores : (5 marks)</p> <p>Relaxation in Annual Turnover by 20 % shall be considered for MSME bidders/start-ups as per GoI guidelines. In that case bidder has to submit the MSME registration certificate.</p>	10
2.	<p>Bidder's experience in terms of supply, installation, management and maintenance of SOC with minimum 10K EPS in the Central / State Govt Organization / PSU / Public Listed Company in last 5 years from the original date of bid opening.</p> <p>>= 10 projects : (15 marks) >= 5 and <10 projects : (10 marks) >= 1 and <5 project : (5 mark)</p>	15
3.	<p>Single installation of proposed OEM SIEM solution with EPS count deployed in the Central / State Govt Organization / PSU / Public Listed Company in last 5 years from the original date of bid opening.</p> <p>>= 50K : (10 marks) >= 25K and <50K : (7 marks) >= 10K and <25K : (5 mark)</p>	10
4.	<p>Bidder experience in handling maximum EPS for a single client:</p> <p>>= 50K : (10 marks) >= 25K and <50K : (7 marks) >= 10K and <25K : (5 mark)</p>	10

Sl. No.	Criteria	Marks
5.	The bidder must have at least 50 full time technically qualified personnel (L1, L2 & L3) on its own pay-rolls in the area of Cyber security and as per qualification of L1, L2 & L3 requirement specified under the technical specification. >=100 Resource : 5 marks >=75 and <100 Resource : 3 marks >=50 and <75 Resource : 2 marks	5
6.	Bidder shall have own SOC and providing mange services to multiple customers and shall be operational since minimum last three years from the original date of bid opening. >= 20 customer : (10 marks) >= 10 and <20 customer : (7 marks) >= 5 and <10 customer : (5 mark)	10
7.	Proposed OEM solution (SIEM, SOAR and DAM) has been supplied and implemented in the Central / State Govt Organization / PSU / Public Listed Company in last 5 years from the original date of bid opening. >= 5 projects, each of SIEM, SOAR and DAM : 10 marks >= 2 and <5 projects, each of SIEM, SOAR and DAM : 7 marks >=1and<2 project each of SIEM, SOAR and DAM : 5 mark	10
8.	Bidder shall have experience in execution of project of SIEM, SOAR and DAM in the Central / State Govt Organization / PSU / Public Listed Company in last 5 years from the original date of bid opening. >= 5 projects, each of SIEM, SOAR and DAM : 10 marks >= 2 and <5 projects, each of SIEM, SOAR and DAM : 7 mark >=1and<2 project each of SIEM, SOAR and DAM : 5 mark	10
9.	Bidder shall have experience in execution of at-least one project on all proposed solutions i.e. SIEM, SOAR, DAM, NBAD and UEBA in the Central / State Govt Organization / PSU / Public Listed Company in last 3 years from the original date of bid opening. Yes - 5 No - 0	5
10.	Bidder shall have Cyber Security certified professionals having valid certification on CISSP/OSCP/CISA/CISM >=10 Resource : 5 marks >=5 and <10 Resource : 3 marks >=1 and <5 Resource : 2 marks	5
11.	Approach & Methodology 1. Understanding of POSOCO operating environment and scope. 2. Project Execution Methodology (Solution Design & Project Plan) and Risk Mitigation Plan. 3. Project Plan & Adherence to Timeline. 4. Involvement of proposed OEMs.	10
Total		100

Bid Evaluation: Only those bids which have scored 80 and above in the technical evaluation will be considered qualified and financial bids of those bidders shall be opened. However, if none or less than 3 numbers of bidders achieve score of 80 or above marks in technical bid, then top 3 ranked bidders will be considered qualified and financial bids of those bidders shall be opened.

PART-C: GENERAL

- (a) In case, bidder/OEM is a holding company, the technical and financial experience referred herein above shall be that of holding company only (i.e. excluding its subsidiary/group companies). In case bidder/OEM is a subsidiary of a holding company, the experiences shall be of that subsidiary company only (i.e., excluding its holding company).
- (b) Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 10 (d) of Public Procurement (Preference to Make in India) Order, 2017.
- (c) Tender specific OEM authorisation letter.
- (d) OEM or Autherised Seller of OEM should have a registered office in India to provide after sale service support in India. The certificate to this effect should be submitted.
- (e) **Malicious Code Certificate:** The seller should upload following certificate in the bid:
- i. 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.
 - ii. The bidder 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 (IPRs) are caused due to activation of any such malicious code in embedded software.
- (f) Undertaking from OEM stating that (i) the product offered is not declared as at “End-of-sale” and “end-of-support” for next 5 years from the date of Go-Live/ToC and (ii) they would support including spares, patches, updates/upgrades etc for the offered products/software for next 05 (five) years from the date of Go-Live/ToC.
- (g) Following documents shall be submitted by the bidder:
- i) Copy of PAN Card/ GST Registration.
 - ii) Copy of Partnership Deed/ Affidavit for Proprietorship/ Company MoA & AoA or Certificate of Incorporation, as applicable.
 - iii) Undertaking on the letter-head of the company pertaining to ‘No dues’ towards any Government Company/PSU/ Govt. Undertaking towards.
 - iv) Undertaking on the letter-head of the company stating that company is not debarred or blacklisted from any Government Company/PSU/Govt. Undertaking.
- (h) POSOCO, reserves the right to relax/waive-off minor deviations with respect to QR as stipulated above, the decision of POSOCO in this regard shall be final & binding on bidders.
- (i) Cut-off date for all the requirement shall be considered as original bid opening date not the extended bid opening date.
- (j) Employer may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. The assessment shall inter-alia include:
- i) Document verification
 - ii) Bidders work/manufacturing facilities visit

- iii) Details of work executed, works in hand, anticipated in future & the balance capacity available for the present scope of work
- iv) Details of Technical Expertise and Technical Manpower and Financial resources
- v) Details of quality systems in place
- vi) Past experience and performance
- vii) Customer feedback
- viii) Banker's feedback etc.

5. Rates

Firm and Fixed during the entire duration of the contract without any price variation on any account whatsoever.

6. Destination/Site to be Integrated

For the purpose of solution implementation, the location of different sites is as follows:

Data Centre (DC)	Delhi	Delhi
Disaster Recovery Center	Kolkata	West Bengal
Sites to be Integrated with proposed solution	Total Locations - 6 Delhi -2, Mumbai, Bangalore, Kolkata, Shillong, Guwahati	

Details of site to be integrated with proposed solution is mentioned in technical specification.

7. Payment Terms

The Bidder must accept the payment terms proposed by Owner. Any deviation from the proposed payment terms would not be accepted. Owner shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of Owner.

The scope of work is divided in different areas and the payment would be linked to delivery and acceptance. All/any payments will be made subject to compliance of Service Levels defined in the RFP document. If any of the items/activities as mentioned in the price bid is not taken up by Owner during the course of the assignment, Owner will not pay the fees quoted by the Bidder in the price bid against such activity /item.

- a) Payment for supply, Installation and commissioning shall be released in phased manner as per following schedule:

Sl. No.	Activities and deliverables	% of Supply Payment	% of Installation Payment
1.	On Delivery of all Solution as per scope.	60%	-
2.	Installation, Commissioning & Configuration of Solution as per scope	-	
3.	Implementation Closure: which includes integration with sites mentioned in the Scope of the RFP and also integration with the other solutions procured in this RFP, i.e. making the SOC operational UAT, and receiving sign off.	30%	80% after Go-Live
4.	After 6 months post Go-live.	10%	20%

Payment shall be made after successful completion of each stages and after verification by Engineer-in-charge or his authorised representative and on submission of following documents:

- Unconditional acknowledgement of Letter of Award
 - A signed copy of Contract agreement and NDA.
 - An unconditional & irrevocable Bank Guarantee in favour of POSOCO towards Contract Performance Guarantee (CPG).
 - Bidder's detailed invoice in triplicate.
- b) **During Operation and Maintenance:** Payment shall be released on quarterly basis after the completion of every quarter and after verification by Engineer-in-charge or his authorised representative and on submission of following documents:
1. Bidder's detailed invoice in triplicate.
 2. Certificate regarding PF and other statutory requirement in relation to labour laws by Bidder.
 3. Certificate from the Bidder for the payment to the deputed Engineer as per the prevailing Government minimum wages norms. During pendency of contract if Government increases the wages, Bidder has to absorb the same ensuring payment to the engineer as per Government norms.
- c) Tax shall be deducted at source as per the statutory laws.
- d) Total cost of ownership (TCO) will be calculated as the summation of the grand total of the price bid. The reasons like non-familiarity with the site conditions and/ or existing IT infrastructure will not be considered as a reason for any delay or extra claims whatsoever.
- e) Any objection/ dispute to the amounts invoiced in the bill shall be raised by Owner within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), Owner will make payment within reasonable time after the settlement of such disputes.

8. Contract Performance Guarantee / Security Deposit:

The successful bidder shall be required to furnish a Contract Performance Guarantee as a Security Deposit (within 15 days from the date of LOA) for faithful performance of the contract from (a) a Public Sector Bank or (b) a Scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs.100 crore or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) or (c) any foreign Bank or subsidiary of a foreign Bank with overall international corporate rating or rating of long term debt not less than A + (A plus) or equivalent by reputed rating Bidder/Seller in the format enclosed at **Annexure-C**, in favor of the owner within 15 days from the date of LOA. The Contract Performance Guarantee must be irrevocable operative.

The contract performance guarantee for the contract shall be 3% of total contract price and shall be furnished within 15 days from the date of placement of order and shall be kept valid for a period of 60 days after the end of warranty period. If the CPG is not furnished by the successful bidder, the Security Deposit will be recovered from the payment against the bill raised. The SD shall continue to be deducted till the deducted amount reaches 3 % of contract price. The amount of Security Deposit will be released after 90 days from the date of successful completion of contract period.

9. Duration of Contract

The selected bidder shall execute a comprehensive, definitive Service Level Agreement (SLA) with Owner covering all terms and conditions of this RFP. SLA will cover performance and availability of the solution deployed. Services envisaged under the contracts are:

- i. 24x7 Operation and Maintenance of envisaged SOC centre as per terms & condition and scope defined under the contract initially for a period of 2 years after Go-Live. However, after the expiry of contract, Owner may extend the contract for SOC services at its sole discretion for further two to three years at same price and terms and condition.
- ii. After the expiry of contract after Two years (and owner has not opted extension), selected bidder has to deploy one manpower (L2) on 16x7 (8 hr two shift for 7 days) basis to assist Owners manpower.
- iii. OEM support/warranty for all supplied solutions for a period of five years after Go-Live which inter-alia include update/upgrade of patches etc.
- iv. Bidder support (apart from operation of SOC) for a period of Five Years from the date of Go-Live.

In addition to the above points, during the contract period the Bidder shall be responsible for implementing and complying with future recommendations, guidelines, and directions of regulatory & statutory, and other bodies (viz. NCIIPC, CERT-In etc.) to an existing functionality of the deliverables provided under this RFP, without extra cost to the Owner.

Further, in the event of bidder insolvency, contract termination, and any other Force Majeure conditions, successful bidder shall continue to provide the service without causing disruption of the services. Also, any interface development carried out/ customization done specifically for Owner shall be transferred to Owner without any additional cost.

Post completion of the contract or in the event of early termination, the bidder is expected to provide support for transition of the solutions/ services to the nominated members of the Owner (or) to a third party nominated by the Owner.

INSTRUCTION TO BIDDERS

10. Understanding of Bid Documents:

The bidder is required to carefully examine the bid documents and fully understand the implications of the conditions and matters which may in any way affect the works or the cost, quality, or scheduled completion time thereof. Further, the bidder is also required to inspect the site of the work/equipment and ascertain for himself site/equipment conditions, facilities available and other aspects before quoting for the work. Any claims by the successful bidder at a later date on account of his failure to comply with the above instructions will not be entertained.

11. Instructions for Online Bid Submission

As per the directives of Department of Expenditure, this bid document has been published on the Government e-Marketplace Portal (URL: <https://GeM.gov.in/>). The bidders are required to submit soft copies of their bids electronically on the GeM Portal. The instructions given below are meant to assist the bidders in preparing their bids in accordance with the requirements and submitting their bids online on the GeM Portal.

More information useful for submitting online bids on the GeM Portal may be obtained at: <https://gem.gov.in/support/sellers/?lang=english>.

A. Registration

- 1) Bidders are required to enroll on the e-Procurement module of the Government e-Marketplace Portal (URL: <https://mkp.gem.gov.in/registration/signup#!/seller>) by clicking on the link “**CREATE YOUR ORGANISATION SELLER ACCOUNT**” on the Portal, free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers linked with Aadhaar as part of the registration process. These would be used for any communication from the GeM Portal.

B. Searching For Bid Documents

- 1) There are various search options built in the GeM Portal, to facilitate bidders to search active bids by several parameters. These parameters could include Bid/RA details, Ministry/Organization, Consignee Location etc. to search for a bid published on the GeM Portal.
- 2) Once the bidders have selected the bids they are interested in, they may download the required documents / bid schedules. These bids can be moved to the respective ‘My Bids’ folder. This would enable the GeM Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the bid document.
- 3) The bidder should make a note of the unique Bid Number assigned to each bid, in case they want to obtain any clarification / help from the Helpdesk.

C. Preparation Of Bids

- 1) Bidder should take into account any corrigendum published on the bid document before submitting their bids.
- 2) Please go through the bid advertisement and the bid document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the bid document / schedule and generally in PDF formats. Bid documents may be scanned with 100 dpi with black and white option.

D. Submission Of Bids

- a. Online bids (complete in all respect) must be uploaded on <https://gem.gov.in/>.
- b. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- c. Bidder should prepare the EMD as per the instructions specified in the bid document. They should prepare & submit the bid security declaration as per the format on their letter head duly signed by their competent authority. Otherwise, the uploaded bid will be considered as non-responsive.
- d. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
- e. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by

- the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- f. The bid shall be submitted **online** in Two part, viz., technical bid and price bid.
- i. **Technical Bid:** The bid prepared by the Bidder shall comprise of the following covers (to be uploaded at GeM portal as individual files):
- Cover 1 (Eligibility Criteria) :** The Eligibility Criteria document shall comprise of the following:
- i) Scanned copy of Bid Security Declaration.
 - i) Scanned copy of duly filled Bid Form and Attachments.
 - ii) Form E.1: Eligibility Criteria Cover Letter
 - iii) Form E.2: Turnover from IT/ICT and Information security/Cyber-security advisory services and Net worth Certificate
 - iv) Form E.3: Conflict of Interest declaration
 - v) Form E.4: Power of Attorney executed in favour of the Authorized Signatory
 - vi) Form E.5: Pre-contract Integrity Declaration
- Cover 2 (Technical Bid) :** The technical bid shall include the following :
- vii) Form T.1: Technical Bid Cover Letter (Company Letter head)
 - viii) Form T.2: Project Citation / Case Studies
 - ix) Scanned copy of statement of compliance to Technical Specification.
 - x) Scanned copy of Bid Acceptance Letter (**Annexure-D**).
 - xi) Scanned copy of supporting documents in support of Qualification Requirements.
 - xii) Scanned Copy of Any other document which the bidder may feel necessary to support the bid.
- ii. **Price Bid:** *To be filled in the portal. The price quoted shall be inclusive of taxes.*
- g. Bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from bidder's HR/ legal department must be enclosed with the bid, certifying that the person(s) who signed the bid is an authorized person on behalf of company.
- h. All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents before uploading.
- i. POSOCO will NOT be responsible for any delay on the part of the bidder in obtaining/downloading the terms and conditions of the bid notice or submission/uploading of the bids.
- j. **The bids/offers submitted in hard copy/by telegram/ fax/ E-mail etc. shall NOT be considered/shall be treated as non-responsive. No correspondence will be entertained on this matter.**
- k. Conditional bids shall NOT be accepted on any ground and shall be rejected straightway.
- l. If any clarification is required, the same should be obtained before or during pre-bid meeting only (if held).
- m. Bidder shall furnish a compliance statement (Point-wise) of the QR with the Technical Bid. Bidder shall also furnish compliance statement of minimum technical requirement specified in technical specification.

- n. Bid process will be over after the issue of Purchase order /LOA to the selected bidder(s). Thereafter, information submitted by the participating bidders before and during the bidding process may be put by POSOCO in the public domain. Competent Authority in POSOCO may not exercise the privilege given under Right to Information Act Section 8(1) (d) which says “there shall be no obligation to give any citizen information including commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of a third party, unless competent authority is satisfied that larger public interest warrants the disclosure of such information”.
- o. The online bid submission does not mean that the bidder has been automatically considered qualified.
- p. Submission of bid by a Bidder implies that he has read this notice and all other bid documents and has made himself fully aware of the scope and specifications of the work to be done and of conditions as well as of local conditions and other factors which may have bearing on the execution of the work. No claim for financial adjustment to the contract awarded under these specification and documents will be entertained by POSOCO. Neither any change in the time schedule of the contract nor any financial adjustments arising there of shall be permitted by POSOCO, which are based on the lack of such clear information or its effect on the cost of the works to the Bidder.
- q. POSOCO does not bind themselves to accept the lowest or any bid or to give any reason for their decision.

E. Assistance To Bidders

- 1) Any queries relating to the bid document and the terms and conditions contained therein should be addressed to the Bid Inviting Authority for a bid or the relevant contact person indicated in the bid.
- 2) Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the GeM Portal Helpdesk.

NOTE: The offers submitted in hard copy/by Telegram/Fax/email shall not be considered & treated as non-responsive. No correspondence will be entertained in this matter.

12. Deviations: It is taken that the bidder shall accept all the terms & conditions mentioned in bid documents without any deviation. No deviation from the conditions stipulated in bid document shall be allowed.

13. Qualification

The Owner will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the **Qualification Requirement as specified in the Bidding Documents** to satisfactorily perform the contract. The Owner shall be the sole judge in this regard and the Owner’s interpretation of the Qualification Requirement shall be final and binding.

The determination will take into account the Bidder’s capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder in the bid, as well as such other information as the Owner deems necessary and appropriate inter-alia including assessment of bidder.

An affirmative determination will be a prerequisite for the Owner to evaluate the First Envelope/First Cover of the Bidder and open the Second Cover/Price Envelope of the Bidder. A negative determination will result in rejection of the Bidder’s bid.

14. Period of Validity of Bids

Bids shall remain valid for the period mentioned in Fact Sheet after the date of opening of Eligibility Criteria. A bid valid for a shorter period may be rejected by POSOCO as non-responsive.

In exceptional circumstances, POSOCO may request the Bidder for an extension of the period of validity up to 90 days. The request and the responses thereto shall be made in writing (or through e-mail).

15. Revelation of Prices

Prices in any form or by any reason before opening the Financial Bid should not be revealed, failing which the offer shall be liable to be rejected.

16. Terms and Conditions of Bidders

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- iv. The beneficial owner for the purpose of (iii) above will be as under;
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:-

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An agent is a person employed to do any act for another, or to represent another in dealings with third person. Any terms and conditions of the Bidders shall not be considered as forming part of their Bids.

17. Consortium/Joint Venture (JV)

Consortium/JV are not allowed.

18. Last Date for Receipt of Bids

Bids shall be submitted by the bidder no later than the time and date specified in Fact Sheet.

POSOCO may, at its discretion, extend the last date for submission of bids by amending the RFP, in which case all rights and obligations of POSOCO and Bidders previously subject to the last date shall thereafter be subject to the last date as extended.

19. Late Bids

Any bid submitted by the bidder after the last date and time for submission of bids pursuant to Section 2 - Fact Sheet, shall be rejected.

20. Modification and Withdrawal of Bids

No bid may be altered/ modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders shall not be considered.

No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval shall be declared a "defaulting bidder". In such situation the tendering process shall be continued with the remaining bidders as per their ranking.

If the bidder relents after being declared as selected bidder, it shall be declared as defaulting bidder and POSOCO reserves right to blacklist/ debar such bidder(s) for next 3 years from participating in any POSOCO tender. In such situation, the tendering process shall be continued with the remaining bidders as per their ranking.

21. Contacting POSOCO

No Bidder shall contact POSOCO on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

Any effort by a Bidder to influence POSOCO in bid evaluation, bid comparison or Contract award decisions may result in the rejection of the Bidder's bid.

22. Bid Opening Process:

- a. On line bids (Complete in all respect) will be opened online. **Bids opened without receipt of Bid-Security Declaration & relevant documents for meeting the Qualifying & Technical requirement within the scheduled time and date for opening of technical bid will be treated as non-responsive.**
- b. A duly constituted committee will evaluate Eligibility Criteria of Bidders.
- c. Technical bids of only those bidders, whose bids are declared eligible by the committee, will only be evaluated.
- d. Financial bids of only those bidders, whose bids found technically qualified, by Technical Evaluation Committee, will be opened online in the presence of Bidder/Seller's representative with the Bid Acknowledgement Receipt, if available for further evaluation or they can view the bid opening event online at their remote end.
- e. Financial bids of those bidders who are found not to meet the Qualification Requirements or treated as non-responsive will not be opened online.

23. Evaluation of Bids

1. **Technical Evaluation Process of first part of Bid:** POSOCO will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive or not meeting the minimum levels of the performance or found not meeting Qualifying Requirements (QR) or other criteria specified in the Bidding Documents will be rejected and not included for further consideration.

POSOCO will carry out a detailed evaluation of the bids in order to determine whether the technical aspects are substantially responsive to the requirements set forth in the Bidding Documents. In order to reach such a determination, the Owner will examine the information supplied by the bidders taking into account the following factors:

- i. Overall completeness and compliance of the Terms and Conditions and deviations from the terms and conditions as specified in the Bidding Documents.
- ii. The examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in the bid, as well as such other information as the Owner deems necessary and appropriate shall be taken into account for evaluation. This shall, however, be subject to assessment that may be carried out, if required, by POSOCO.
- iii. Any other relevant factors that POSOCO deems necessary or prudent to take into consideration any deviations to the specification stipulated in the Bidding Documents.
- iv. Details furnished by the bidder in response to the requirements specified in the Bidding Documents.

POSOCO will also review the complete technical bids offered by the Bidder to determine whether such bid is acceptable for a Second Part bid opening and evaluation. Only those bids which have scored 80 and above in the technical evaluation will be considered qualified and financial bids of those bidders shall be opened. However, if none or less than 3 numbers of bidders achieve score of 80 or above marks in technical bid, then top 3 ranked bidders will be considered qualified and financial bids of those bidders shall be opened

2. **Commercial evaluation of Second Part of Bid (Financial Bid):** The financial bids of only those bidders shortlisted from Technical bids will be opened online on a specified

date and time on the portal and the same shall be evaluated by the duly constituted Bid Committee.

The commercial evaluation of Second Part of Bid shall be carried out only of those bidders that have been qualified & meeting First Part Technical Evaluation. Such Bidders shall be intimated by GeM portal about the date and time for opening of Financial Proposal i.e., Second Envelope of the Bids. For bidders, not meeting this criterion, their Second Part Commercial Bid shall be not opened. A negative determination of the bids, shall be notified by the GeM portal to such Bidders and the bid security submitted by them shall be returned by POSOCO. POSOCO will examine/evaluate the commercial bid submitted by the qualified & technically responsive bidders taking into account the following factors:

- a) Bidders have to quote for the complete scope of work including all applicable taxes & duties. Bids for the individual items or incomplete services shall be treated as incomplete and are liable to be rejected.
- b) Conditional discount/rebate, if any, offered by the Bidder shall not be taken into consideration for evaluation. It may, however, be considered in case of award.
- c) The Owner may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation.
- d) Bidder has to quote for the complete scope of the work. Bids for incomplete scope shall be shall be treated as incomplete and are liable to be rejected.
- e) The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which '-' is indicated) in the Price Schedules will be deemed to have been included in other item(s).
- l) Bids shall be evaluated and compared on the basis of total price including GST for the entire scope of work under the package.

3. Purchase Preference to Make In India bidders:

- a. **Minimum Local Content:** The 'Local Content' requirement to categorize a bidder as 'Class - I local bidder' is minimum 50%. For 'Class - II local bidder', the 'local content' requirement is minimum 20%. Bidder shall declare their Minimum Local content as per the formats attached at **Annexure-H&I** for the project.
- b. Methodology for Purchase preference:
 - (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class - I local bidder', the contract will be awarded to L1.
 - (ii) If L1 is not 'Class - I local bidder', the lowest bidder among the 'Class - I local bidder' will be invited to match the L1 price subject to Class - I local bidder's quoted price falling within 20% margin of purchase preference (i.e. +20% of L1 price), and the contract shall be awarded to such 'Class - I local bidder' subject to matching the L1 price.
 - (iii) In case such lowest eligible 'Class - I local bidder' fails to match the L1 price, the 'Class - I local bidder' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and the contract shall be awarded accordingly. In case none of the 'Class - I local bidder' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
 - (iv) "Class - II local bidder" will not get purchase preference in any procurement, undertaken by procuring entities.

- (v) For the purpose of extending purchase preference to 'Class-I local suppliers', the subject package has been classified non-divisible.

24. Bid form and Bid Prices (BoQ)

Under the Bill of Quantity (BoQ) **Annexure-A**, Bidder shall give the required details:

Bidders offering Equipments/items, the price of such Equipments/items shall be inclusive of customs duties & levies paid or payable (if any). Applicable GST reimbursable in line with provisions of bidding documents shall be indicated in respective Schedules along-with HSN number. **Owner would not bear any liability on account of taxes other than GST.** Owner shall, however, deduct such taxes as per the rules.

While quoting Bid Prices, bidder shall ensure that cost quoted for Operation and Comprehensive Maintenance period shall be minimum **30%** of contract amount (Supply and Implementation). An undertaking to this effect shall be submitted by the bidder as per the format attached in **Annexure-J**.

If the bidder does not provide the price in the financial bid in line with above clause, then the prices as quoted in the bid shall be taken for evaluation. However, the shortfall (from 30%) in the price quoted against Operation and Comprehensive Maintenance period shall be suitably reduced/adjusted from the bills submitted for supply portion of the package. The said amount shall be released equally over the 05 year period of Operation and Comprehensive Maintenance.

25. Award Criteria

The Owner will award the contract to the successful Bidder (also referred to as the L1 Bidder) whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder has been determined to be meeting the minimum technical specification Requirements as specified.

Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Owner.

In case it is found that final evaluated price of two or more bidders works out to be same, a committee shall assess the bidders financial capacity and capability and also their past experience of similar work. After assessment of parties, the contract will be awarded to the party found to be most resourceful/ experienced. Higher work experience with POSOCO/PSUs without any complaints shall be considered a criterion for selection of party is all other parameters found same or nearly same. However, the decision of POSOCO in the above regard will be final and no claim from any party will be entertained.

After the award of contract, successful Bidder/Seller shall execute contract agreement with Owner in specified format.

26. Tender Related Condition

The Bidder should confirm unconditional acceptance of full responsibility of completion of the job and for executing the 'Scope of Work' of this RFP. This confirmation should be submitted as part of the Technical Bid. The Bidder shall also be the sole point of contact for all purposes of the Contract.

The Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this Contract. If at any stage of

Tendering process or during the currency of the Contract, any suppression/falsification of such information is brought to the knowledge of POSOCO, POSOCO shall have the right to reject the bid or terminate the Contract, as the case may be, without any compensation to the Bidder.

27. Rejection Criteria

Besides other conditions and terms highlighted in the RFP, bids may be rejected under the following circumstances:

Eligibility Rejection Criteria

- Eligibility Criteria containing Financial details.
- Bids received through Telex/ Telegraphic/ Fax/ E-Mail/ post etc. except wherever required, shall not be considered for evaluation.
- Bids that do not confirm the unconditional validity of the bid as prescribed in the RFP.
- If the information provided by the Bidder is found to be incorrect/ misleading at any stage/ time during the Tendering Process.
- Any effort on the part of a Bidder to influence POSOCO's bid evaluation, bid comparison or contract award decisions.
- Bids without the power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

Technical Rejection Criteria

- Technical Bid containing Financial details.
- The revelation of prices in any form or by any reason before opening the Financial Bid.
- Failure to furnish all information required by the RFP or submission of a bid is not substantially responsive to the RFP in every respect.
- Bidder not quoting for the complete Scope of Work as indicated in the RFP, addendum (if any) and any subsequent information is given to the Bidder.
- Bidders not complying with the functionality, specifications and other Terms and Conditions as stated in the RFP.
- The Bidder not conforming unconditional acceptance of full responsibility of providing Services in accordance with the Scope of Work.
- If the Bid does not conform to the timelines indicated in the Bid.
- Bidder not scoring minimum marks as mentioned in the RFP.

Financial Rejection Criteria

- Incomplete Financial Bid.
- Financial Bids that do not conform to the RFP's Financial Bid format.

- The total price quoted by the Bidder does not include all statutory taxes and levies applicable.
- If there is an arithmetic discrepancy in the Financial bid calculations, POSOCO shall rectify the same. If the Bidder does not accept the correction of the errors, the bid may be rejected.
- If the bidder quotes NIL charges/ consideration, the bid shall be treated as unresponsive and shall not be considered.

28. Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, POSOCO may reject a Bid, withdraw the LOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, POSOCO shall be entitled to forfeit and appropriate the Performance Bank Guarantee, as the case may be, as damages, without prejudice to any other right or remedy that may be available to POSOCO under the Bidding Documents and/or the Contract, or otherwise.

Without prejudice to the rights of POSOCO under the above clause and the rights and remedies which POSOCO may have under the LOA, or otherwise, if a Bidder, as the case may be, is found by POSOCO 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 Bidding Process, or after the issue of the LOA or the execution of the Contract, such Bidder shall not be eligible to participate in any tender or RFP issued by POSOCO during a period of 2 (two) years from the date such Bidder, as the case may be, is found by POSOCO to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be

For the purposes of the Clause 3.34 – Fraud and Corrupt Practices, the following terms shall have the meaning hereinafter respectively assigned to them:

“corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or

is a legal, financial or technical adviser of the Purchaser in relation to any matter concerning the Project;

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

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

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

"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 Bidding Process

29. Non-solicitation

During the Restricted Period, no Engagement Personnel of either party shall solicit for employment any Engagement Personnel of the other party. "Engagement Personnel" shall be defined as only those personnel of either party who a) are directly involved in the provision of Services under the applicable Statement of Work, or b) are the direct recipients of such Services. The "Restricted Period" shall be defined to include a) the Term of the applicable Statement of Work, b) a period of 12 months after the expiration of such Term, and c) for that Engagement Personnel whose involvement as a direct provider or recipient of Services ends prior to the expiration of the Term, for 12 months after such involvement ends. Provided, that this restriction shall not apply to (i) Engagement Personnel of a party who responds to general advertisements for positions with the other party, (ii) Engagement Personnel of either party who come to the other party on their own initiative without direct or indirect encouragement from the other party's Engagement Personnel, or (iii) generic recruiting activities by non-Engagement Personnel, including direct outreach by recruiters of either party who have sourced the individuals in the ordinary course of recruiting through the use of research, agencies, social media and/or other technology or tools.

30. Post Bid discussions:

POSOCO, at its discretion, may hold Post bid discussions with the L1 bidder and all the major issues regarding Supply, Inland, transportation, loading and unloading, Transit Insurance, Delivery at site, Installation, Cabling, Testing, Commissioning, Configurations, Documentation, Training to POSOCO Administrators, Warranty and Service support of all the components supplied under this contract including Operating System, Security software, and other Software components as per Technical Specifications and Bill of Quantities mentioned under the contract etc. be tied up during Post bid discussions.

GENERAL CONDITIONS OF CONTRACT

31. General Terms and Conditions

The General terms and conditions are mentioned in the sub-sections below.

1. The bid is to be submitted under “Single Stage Two Envelope” procedure of bidding. Accordingly, bidders are to submit their Bid, in two envelopes i.e. First Envelope (Technical Proposal) & Second envelope (Financial Proposal-to be opened subsequently).
2. Technical Specification Requirement: The products offered under the subject package shall meet all the minimum requirements specified under the Technical Specification of the bidding documents.
3. The Bidder/Sellers are advised to visit the site (at their own expense with no reimbursement from the owner), prior to the submission of proposal, and make surveys and assessments as deemed necessary for proposal submission. The successful Bidder/Seller (Bidder/Seller) is required to visit sites at its own expense and shall not be entitled to any reimbursement for it. The Bidder/Seller shall inform their site survey schedule to the Owner/Owner well in advance. The Bidder/Seller cannot sub-contract part or complete assignment to any other agency or individual under any circumstances.
4. Bid documents can be downloaded from GeM (Government e-Marketplace) of Government of India, website (<http://gem.gov.in/>).
5. Notwithstanding anything stated above, POSOCO reserves the right to assess the bidder's capability and capacity to perform the contract should the circumstances warrant such assessment necessary in its overall interest.
6. IT IS IMPERATIVE/MUST FOR EACH BIDDER TO SATISFY HIMSELF COMPLETELY OF ALL LOCAL CONDITIONS AND ASSESS ANY PROBLEMS RELATING TO THE MEANS OF ACCESS TO THE SITE. A BIDDER SHALL BE DEEMED TO HAVE FULL KNOWLEDGE OF THE SITE (WHETHER HE INSPECTS OR NOT) ONCE THEY SUBMIT THE BID.
7. POSOCO reserves the right to accept or reject any or all the bids without assigning any reason whatsoever. POSOCO also reserves the right to prepone/postpone the above dates, split and distribute the work among more than one bidder without assigning any reason whatsoever. POSOCO shall not be held responsible for any delay, loss, damage or non-receipt of Original EMD/Bid Security sent by post.
8. In case any bidder wishes to seek any clarification related to bid documents, the same shall be in writing and shall be entertained by POSOCO, 10 (Ten) days prior to date of opening of bids.
9. POSOCO reserves the right to verify the authenticity of documents submitted by the parties in support of their Qualifying Requirements (Financial & Technical) from the respective source and in case of any discrepancy found during the course of verification,

the EMD amount submitted by the parties shall be forfeited and appropriate action against the defaulting agency will be taken by GeM.

10. POSOCO reserve the right of accepting the whole or any part of the bid and bidder shall be bound to perform the same at his quoted rates.
11. POSOCO shall not pay all the import duties and levies including license fees lawfully payable on imported items and shall be included in bid price.

32. Mode of Payment:

All payments to be made directly to the Bidder/Seller by POSOCO through electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the contract.

33. Taxes and Duties

1. The Bidder/Seller shall be entirely responsible for payment of all taxes, duties, licence fees and other such levies legally payable/incurred until delivery of the contracted supplies to the Owner and commissioning of the system.
2. If it is statutory requirement to make deductions towards such taxes or any other applicable taxes, the same shall be made by the Owner.
3. The Bidder/Seller shall be solely responsible for the taxes that may be levied on the Bidder/Seller's persons or on earnings of any of his employees and shall hold the Owner indemnified and harmless against any claims that may be made against the Owner. The Owner does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, for the Bidder/Seller or his personnel. If it is obligatory under the provisions of the Indian Income Tax Act, deduction of Income Tax at source shall be made by the Owner.
4. GST for equipment/items as applicable for destination site/state are not to be included in the quoted price and are separately indicated. These amounts will be payable (along with subsequent variation if any), by the Owner on the supplies made by the Bidder/Seller but limited to the tax liability on the transaction between the Owner and the Bidder/Seller based on documentary evidence.
5. For the purpose of the Contract, it is agreed that the Contract Price specified in LOA is based on the taxes prevailing at the date seven (07) days prior to the last date of bid submission (hereinafter called "Tax"). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Bidder/Seller in connection with performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account any such change by addition to the Contract price or deduction therefrom, as the case may be, in accordance with Clause for Changes in Laws and Regulations. However, these adjustments would be restricted to GST which are reimbursable by the Owner as per the Contract.
6. Bidders offering Equipments/items, the price of such Equipments/items are to be quoted inclusive of customs duties & levies paid or payable (if any) and no separate claim on this behalf will be entertained by the Owner.
7. Income Tax and other statutory levies as applicable at the time of payment shall be deducted at source unless concerned tax authorities exempt the Bidder/Seller. POSOCO shall affect TDS as per the rules / statutory requirements and issue TDS certificate. In addition to this, TDS on GST shall also be deducted as per GST Act.

34. Over payments and Under payments:

- i. Wherever any claim for the payment of a sum of money to POSOCO, arises out of or under this contract against the Bidder/Seller the same may be deducted by POSOCO, from any sum due or which at any time thereafter may become due to the Bidder/Seller under this contract and failing that under any other contract with the company or from any other sum due to the Bidder/Seller from POSOCO which may be available he shall pay the claim on demand.
- ii. POSOCO reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts etc. POSOCO further reserves the right to enforce recovery of any over payment when detected.
- iii. If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Bidder/Seller or alleged to have been done by him under the contract, it shall be recovered by the Owner from the Bidder/Seller by any or all the methods prescribed above. If any underpayment is discovered the amount shall be duly paid to the Bidder/Seller by POSOCO.
- iv. Provided that the aforesaid right of the company to adjust over payments against amounts due to the Bidder/Seller under any other contract with the company shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Bidder/Seller under MINUS final bill is communicated to the Bidder/Seller.
- v. Any amount to the Bidder/Seller under this contract for underpayment may be adjusted against any amount due or which may at any time there after become due before payment is made to the Bidder/Seller, from him to the company on any other contract or account whatsoever.
- vi. POSOCO, if at any time after acceptance of the bid, decides to abandon or reduce the scope of works for any reason whatsoever, the Engineer-in-charge shall intimate in writing to the Bidder/Seller to that effect. The Bidder/Seller shall have no claim to any payment or compensation or otherwise whatsoever on account of such foreclosure.

35. Quantity Variation

During the execution of the contract i.e. till Go-Live, the Owner reserves the right to increase or decrease the quantities of items under the contract but without any change in unit price or other terms and conditions. Such variation shall not be subjected to any limitations for the individual items but the total variation in all such items under the contract shall be limited to +/- 20 % (plus/minus twenty percent) of the total contract price. Extension of AMC, optional items (EPS and NBAD bandwidth extension) and other services after Go-Live shall be out of the Quantity Variation.

36. Liquidated Damages

If the Bidder/Seller fails to perform the work within the specified period given in the Letter of Award or any extension thereof, with respect to successful completion of supply, transportation, erection, testing and commissioning of proposed system, the Bidder/Seller shall pay to the Owner as Liquidated Damages and not a penalty, a sum of half percent [0.5%] of the contract price for the delayed portion for each calendar week of delay or part thereof in completion of works and handing over to the Owner. However, the amount of Liquidated Damages for the contract shall be limited to a maximum of Five Percent [5%] of the Total Contract Price.

37. Confidentiality:

The Bidder will be exposed, by virtue of the contracted activities, to internal business information of POSOCO, affiliates, business partners and /or customers. The bidder would be required to provide an undertaking that they will not use or pass to anybody the data/information derived by virtue of execution of this contract in any form. The bidder must safeguard the confidentiality of POSOCO, applications and data. For this bidder and his employees are required to sign Non-disclosure agreement with POSOCO.

Disclosure of any part of the afore mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law or other Statutory Authorities, could result in premature termination of the contract. POSOCO may apart from blacklisting the bidder, initiate legal action against the bidder for breach of trust. The bidder shall also not make any news release, public announcements or any other reference on the development or contract without obtaining prior written consent from the POSOCO.

Bidder has to sign Non-Disclosure Agreement (NDA) after the award of LOA (Format attached as **Annexure-F**).

38. Premature Termination of Contract:

During the entire period of the contract, if at any point of time, Bidder fails to deliver the services as per the scope of work detailed under this technical specification (TS), due to any lapse / reason, Owner reserves the right to terminate the contract in full/partial by giving one (01) month advance notice for restoration of service/fault to the bidder and after one month Owner can terminate the contract if issue is still not resolved by the bidder by giving one month notice for cancellation. Owner also reserves the right to cancel the contract placed on the selected bidder in the following circumstances:

- a. The selected bidder commits a breach of any of the terms and conditions of the bid.
- b. If the Bidder becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary.
- c. If the Bidder, in the judgment of Owner, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- d. If the Bidder submits to Owner a false statement which has a material effect on the rights, obligations or interests of Owner.
- e. If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Owner.
- f. The progress made by the selected bidder is found to be unsatisfactory.
- g. The performance of the selected bidder shall be reviewed every quarter, in case of major deviation in performance against the proposed Service Levels Owner reserves the right to terminate the contract at its sole discretion by giving 30 days' notice.
- h. Any offer falling short of the contract validity period is liable for rejection.
- i. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

Also, during the entire period of O&M contract, if it is felt that services envisaged under this TS is required partially/not required, the Owner reserves the right to terminate the contract in partial/full by giving three (03) months advance notice to the bidder. Under such conditions, the payment for that period would be made on pro-rata basis and shall be restricted till the notified date of termination of service. In the case of termination / cancellation of the order, the Bidder will not be entitled to recover from Owner any amount by way of damages, loss or otherwise.

In case, the selected bidder fails to deliver the services as stipulated in the delivery schedule, Owner reserves the right to procure the same or similar from alternate sources at the risk, cost and responsibility (capped at 5% differential value) of the selected bidder.

Bidder's cumulative liability for its obligations under the contract shall not exceed the total contract value and the Bidder shall not be liable for incidental / consequential or indirect damages including loss of profit or saving.

39. Cancellation of contract in full or in part: If the Bidder/Seller

- 39.1.** At any time if Bidder/Seller makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 07 days from the Engineer-In-Charge ; or
- 39.2.** Commits default in complying with any of the terms & conditions of contract and does not remedy it or take effective step to remedy it within 07 days after a notice in writing is given to him in that behalf by the Engineer-In-Charge ; or
- 39.3.** Fails to complete the works or items of work or before the stipulated date(s) of completion and does not complete item within the period specified in a notice given in writing by the Engineer-In-Charge.

40. Statutory & Other Responsibilities of the Bidder/Seller

Observance of SA: 8000 Standards: Agencies/Bidder/Sellers shall comply with this Standard for ensuring social accountability in all areas of its activities. Accordingly, Bidder/Seller shall be responsible for observance of SA 8000 standards. A copy of the presently applicable SA:8000 is attached herewith for reference. All the costs/ expenses towards compliance of SA 8000 provisions (if any) shall be to the account of Bidder/Seller/bidder and the bidder shall be responsible for keeping these expenses into account and quote their service charges accordingly. The Bidder/Seller/agency/Bidder/Seller shall submit an undertaking before the actual start of work, regarding his commitment for compliance of the SA:8000 standards.

Observance of Environmental Guidelines: The Bidder/Seller shall stand committed to comply all requirements of "Environmental management system" i.e., ISO 14001 (latest Standard available at www.iso.org) and maintain the necessary records.

41. Safety of Personnel:

Bidder/Sellers shall be responsible for the safety of their staff and workers while working in our premises against all accidents, damages or loss of life. It shall be their responsibility to immediately arrange for hospitalization, medical attendance in case of any accident or loss of life and it shall be their responsibility to meet the expenditure of such loss or accidents and to compensate for and/or arrange Insurance Coverage to their personnel. POSOCO shall not sustain any responsibility due to any damage suffered by their personnel on above grounds. However, Bidder/Seller shall take utmost care towards safety of their personnel working in our premises.

42. Insurance:

The Bidder/Seller shall, without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any person by or arising out of carrying out the contract.

Workmen's Compensation Insurance: Bidder/Seller shall arrange for Workmen's Compensation Insurance policy for the employees engaged for this package. This insurance shall protect the Bidder/Seller against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India). This policy shall also cover the Bidder/Seller against claims for injury, disability, disease or death of his or his Sub-Bidder/Seller's employee, which for any reason are not covered under the Workmen's Compensation Act, 1948. The liabilities shall not be less than:

Workmen's : As per statutory Compensation Provisions

Employee's : As per statutory liability Provisions

POSOCO shall reimburse the insurance charges for the above insurance on production of documentary evidence to the utmost satisfaction of Engineer-in-charge and certification thereof.

43. Force Majeure:

If this Contract during its continuance be prevented or delayed by reason of any war hostility, Acts of the public enemy, Civil commotion, National crisis, Sabotage, Fire, Flood, Earthquake, Lockout, Strike, Pandemic and any other Acts of God then provided notice of happening of such eventuality given by the Bidder/Seller to the owner within seven days from the date of its occurrence, neither party shall by reason of such eventuality be entitled to terminate the Contract and neither will the owner have any claim for damage for delay in maintenance. However, if the work is suspended by force majeure condition lasting more than two months, the owner shall have the option of cancelling the Contract in whole or part thereof at his discretion.

44. Limitation of Liability:

Neither party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential loss or damages. Subject to the above and to the extent allowed by local laws, the maximum aggregate liability of each party under this proposal for any claim or series of claims under any relevant purchase order regardless of the form of claim, damage and legal theory shall not exceed the total value of the Contract.

45. Rights of the Owner:

- 45.1.** The Owner reserves to themselves for the right of accepting the whole or any part of the bid and Bidder/Seller shall be bound to perform the same at his quoted rates.
- 45.2.** The Owner reserves the right to reject any offer in full or in part or to split the work among more than one Bidder/Seller without assigning any reason thereof.
- 45.3.** The Owner does not bind themselves to accept the lowest or any Bid or to give any reasons for their decision.

46. Risk and Cost: During the period of contract, if the successful Bidder/Seller fails to perform and/or rectify any defect pointed out to him the same shall be got done by POSOCO at the risk and cost of Bidder/Seller and recovered from the Security Deposit or any other amount payable to the Bidder/Seller.

47. Arbitration:

In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be referred to the Sole Arbitrator or some other person as mutually agreed by both the parties. The Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996.

There will be no objection that the Arbitrator is a person who has dealt with the matters to which the contract relates and/or in the course of his duties he has expressed any view in any matters of dispute or differences. The award of the arbitrator shall be final and binding on the parties. Notwithstanding any dispute between the parties, the agency shall not be entitled to withhold, delay or defer his obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of the contract. The Arbitrator shall give Reasonable Award with respect to the dispute referred to him by either of the parties.

48. Observance of Labour Laws:

The Bidder/Seller shall make all payments to employees and comply with labour laws. If POSOCO is held liable as "PRINCIPLE OWNER" to pay contributions etc. under E.S. Act or any other legislation of Government or Court decision, then Bidder/Seller shall reimburse the contributions prepaid by POSOCO.

49. Change in Laws and Regulations

If, after the date seven (07) days prior to the date of Bid Opening, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Bidder/Seller and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Bidder/Seller has thereby been affected in the performance of any of its obligations under the Contract.

POSOCO reserves the right to modify/relax any of the terms & conditions of the bid by declaring / publishing such amendments in a manner that all prospective Bidder/Sellers / parties to be kept informed about it.

50. Signing of Agreement

The successful bidder shall enter into a formal agreement with POSOCO within 10 (Ten) days from the date of issue of LoA on non-judicial stamp paper (purchased in their name) of appropriate value. The agreement will be signed on 02 (Two) copies as per the format attached at **Annexure-G**. The successful bidder will be provided with 01 (one) signed agreement and other copy will be retained by POSOCO.

Bill of Quantity

Sl. No.	Description	Unit	Qty (A)	HSN No.
A	Supply of the Software & Hardware including 5 years Back-to-Back OEM Warranty as per TS			
1	Next Generation Security Information and Event Management (NG SIEM)	Lot	1	
2	Security Orchestration, Automation and Response (SOAR)	Lot	1	
3	Network Behavior Anomaly Detection (NBAD)	Lot	1	
4	User and Entity Behavior Analytics (UEBA)	Lot	1	
5	Database Activity Monitoring (DAM)	Lot	1	
6	2x2 55 inch Video Wall with CPU	No	1	
7	24x7 Workstation	Nos.	4	
8	Log Collectors in HA	Nos.	6	
9	Any other software, DB etc required to provide end-to-end solution as per TS (Please specify)	Lot	1	
B	Additional Item (To be procured, if required)			
10	Cost of SIEM for 1000 sustained EPS (it shall include cost of all licenses OS, DB etc if any)	Lot	5	
11	NBAD cost of Capturing 100 Mbps additional bandwidth traffic (along-with any other requirement. If any)	Lot	5	
C	Installation and Configuration including Tuning of SOC of proposed solution as per TS			
12	Bidder Efforts Cost including L3 cost till Tuning of the system.	Lot	1	
13	OEM effort cost (Minimum 20% of Total Installation & Configuration Cost i.e. 20% of Total (C))	Lot	1	
D	Comprehensive Operation and Maintenance (Minimum 30% of Total Supply and Implementation portion Cost)			
14	SOC Operation Cost			
	a. L1 Resource Cost	Month	24	
	b. L2 Resource Cost	Month	24	
	c. L3 Resource Cost	Lot	1	
15	Comprehensive Operation and Maintenance cost of Bidder including OEM scope of work (audit cost etc)	Month	60	
16	L2 Resource Cost	Month	36	

Note:

- a) Products/items mentioned above shall meet all the requirements specified under technical specification.
- b) List of required softwares/ hardwares has been mentioned in BoQ, however, if it has been felt that some additional softwares/ hardwares will be required to meet the entire scope of work, same may be included.
- c) *Minimum 30% of contract price (Supply and Implementation portion i.e. Sl. 1 to 13 above except Sl. No. 10 & 11 i.e. A+C) shall be kept for Operation and Comprehensive Maintenance period.*
- d) Prices asked at sl no 10 & 11 are optional and owner can avail it during entire period of contract (five year after Go-Live) and payment shall be released accordingly. For the evaluation purpose five quantity has been considered and will be used to arrive total bid price.

Annexure-B

Bid Security Declaration Form

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: [date (as day, month and year)]

Specification number: [specification number of the package]

To: [insert Name and Address of Employer]

We, [insert name of the Bidder] understand that, according to bid conditions, Bids must be supported by a Bid-Security Declaration.

We the Bidder hereby declare that, if we are in breach of any of our obligation(s) under the bidding conditions as brought out below, our bids for any package whose originally scheduled date of bid opening / actual date of bid opening (First Envelope or Second Envelope) falls within 1year reckoned from the date of issuance of communication to this effect by the Employer, shall be considered non-responsive:

- (1) If we withdraw our bid during the period of bid validity specified by us in the Bid Form; or
- (2) In case we do not withdraw the deviations proposed by us, if any, at the cost of withdrawal stated by us in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by us in Attachment–Declaration of the Bid; or
- (3) If we, do not accept the corrections to arithmetical errors identified during preliminary evaluation of our bid; or
- (4) If, as per the requirement of Qualification Requirements, we fail to submit a Deed of Joint Undertaking (duly attested by Notary Public of the place(s) of the respective executants(s) or registered with the Indian Embassy/High Commission in that Country) within ten days from the date of intimation of post-bid discussion; or
- (5) In the event of us being a successful Bidder, if we fail within the specified time limit
 - (i) To sign the Contract Agreement, in accordance with NIT, or
 - (ii) To furnish the required performance security, in accordance with

NIT.

or

(6) In any other case specifically provided for in NIT.

Name of the Bidder*_____

Name of the person duly authorized to sign the Bid on behalf of the Bidder**_____

Title of the person signing the bid_____

Signature of the person named above_____

Date signed_____day of_____,_____.

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder.

** : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid.

[Note: In case of a Joint Venture, the Bid-Security Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

**PROFORMA OF BANK GUARANTEE
FOR CONTRACT PERFORMANCE****(To be stamped in accordance with Stamp Act)****Ref.****Bank Guarantee No.****Date**

To

Power System Operation Corporation Ltd,
61, IFCI Tower, 7th, 8th and 9th floor,
Nehru Place
New Delhi - 110 019

Dear Sirs,

In consideration of the Power System Operation Corporation Ltd., (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its Registered/Head Office at (hereinafter referred to as the "Bidder/Seller" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Award No. dated and the same having been acknowledged by the Bidder/Seller, resulting in a Contract, bearing No. dated valued at for (scope of Contract) and the Bidder/Seller having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to * (%) per cent) of the said value of the Contract to the Owner.

We

(Name & Address)

having its Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner on demand any and all monies payable by the Bidder/Seller to the extent of as aforesaid at any time upto and including ** (days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the Bidder/Seller.

Any such demand made by the Owner on the Bank shall be conclusive and binding not withstanding any difference between the Owner and the Bidder/Seller or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that

the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Bidder/Seller. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Bidder/Seller, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Bidder/Seller or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Bidder/Seller and notwithstanding any security or other guarantee the Owner may have in relation to the Bidder/Seller's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to and it shall remain in force upto and including and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s on whose behalf this guarantee has been given.

Dated this day of 20at

WITNESS

.....
(Signature)	(Signature)
.....
(Name)	(Name)
.....
(Official Address)	(Designation with Bank Stamp)
	Attorney as per
	Power of Attorney No. _____
	Date : _____

NOTES:

1. * This sum shall be ten per cent (10 %) of the Contract price.
2. ** The date will be ninety (90) days after the completion period as specified in the Contract.
3. The stamp papers of appropriate value shall be purchased in the name of issuing Bank.

BID ACCEPTANCE LETTER**(To be given on Company Letter Head)****Date:****To,**

Sub: Acceptance of Terms & Conditions of Bid.**Bid Reference No: _____****Name of Bid / Work: _____****Dear Sir,**

1. I/ We have downloaded / obtained the bid document(s) for the above mentioned 'Bid/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/we have read the entire terms and conditions of the bid documents (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I/ we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I/ We hereby unconditionally accept the bid conditions of above mentioned bid document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this bid are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this bid/bid including the forfeiture of the full said earnest money deposit absolutely.

6. Also I/ We have not been suspended / blacklisted by any PSU / Government Department / Financial Institution / Court.

Yours Faithfully,**(Signature of the Bidder, with Official Seal)**

Social accountability 8000 Compliance

You shall comply with all the requirements of Social accountability 8000 Compliance (SA 8000:2001) as detailed below and maintain proper records in support thereof and shall provide the same for inspection as and when required by POSOCO.

1. **Child Labour:** Bidder/Seller/(You) shall not engage or permit use of child labour (person below the age of 14 years) in carrying out any work awarded by POSOCO. You shall also not expose children (person below the age of 14 years) or young contract labours (person below the age of 18 years) to situations in or out side of the work place that are hazardous, unsafe and unhealthy.
2. **Forced Labour:** You shall not engage or permit use of forced labour nor shall personnel be required to lodge “deposits” or identity papers upon commencement of employment with you.
3. **Health and Safety:** You shall take requisite steps to prevent accidents and injury to health of your workmen arising out of associated with or occurring in the course of work by minimizing the causes of hazards inherent in the working environment. All the personnel protective equipments required as per nature of activity such as safety Helmets, Safety Belts and Gloves etc. shall be issued to all workmen.
4. **Discrimination:** You shall not engage in or support discrimination in hiring, remuneration, access to training, promotion, termination or retirement based on race, caste, origin, disability, gender, sexual orientation, union membership, political affiliation or age.
5. **Discipline:** You shall not engage in or support the use of corporal punishment, mental or physical coercion and verbal abuse.
6. **Working Hours and Remuneration:** You shall comply with applicable laws and industry standards on working hours. The normal work week shall be as defined by law but shall not on a regular basis exceed 48 hours. Personnel shall be provided with at least one day off in every seven day period. All overtime work shall be reimbursed at a premium rate and under no circumstances shall exceed 12 hours per employee per week. You shall ensure that wages paid for a standard working week shall always meet at least legal or industry minimum standards.

FORMAT OF NON-DISCLOSURE (NDA) AGREEMENT

(To be stamped in accordance with Stamp Act)

Ref.

Bank Guarantee No.

Date

To

Power System Operation Corporation Limited,

9th floor, IFCI Tower, Nehru Place

New Delhi-110019

This Agreement executed on this _____ day of _____ 20xx at New Delhi by and between Power System Operation Corporation Ltd., a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at B-9, 1st Floor, Qutab Institutional Area, Katwaria Sarai-110016 (hereinafter referred to as "Employer" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the FIRST PART,

AND

....., a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at hereinafter referred to as "Contractor" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PART.

WHEREAS, NLDC stores and maintains records and data of a highly sensitive and confidential nature, including records and data, the disclosure of which to unauthorized persons or entities is prohibited by law (the "Confidential Information") and

WHEREAS, the, is executing, could have the ability and opportunity to view and obtain access to Confidential Information.

WHEREAS, in order to pursue the mutual business purpose of this particular project, NLDC and, recognize that there is a need to disclose to one another certain information, as defined in below paras, of each party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS

In this Agreement, unless repugnant to or inconsistent with the context thereof, the following terms shall have the meaning assigned to them herein below:

- i) "Agreement" means this Non-Disclosure Agreement.

- ii) "Confidential Information" means any information which is not excluded by virtue of Clause 2 of this Agreement and which is contained in any software code/ module/application, documentation, specifications, data, database, codes, software module, software applications, computer outputs or other materials or records or other information of technical or any other nature of Employer.
- iii) "Disclosing Party" means POSOCO whose Confidential Information is disclosed to the Contractor.
- iv) "Receiving Party/ Recipient" means Contractor/ its employees / officers / representatives who receive and/or comes in possession of the Confidential Information of Employer.
- v) "Party" means authorized representatives of either Contractor or Employer and when used in plural this will mean Employer and POSOCO collectively.
- vi) "Third Party" means personnel/ organization, other than authorized representatives of Employer and Contractor.

2. Obligations to maintain Confidentiality

This Agreement will apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise as confidential. Information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, and all copies and derivatives containing such information that may be disclosed to one another for and during the Purpose, which a party considers proprietary or confidential. Both parties agreed at during the Confidentiality Period:

- i) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the Purpose, and shall prevent disclosure of Information to third parties. The receiving party may, however, disclose the Information to its consultants and contractors with a need to know; provided that by doing so, the receiving party agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the disclosing party for any breach of those obligations.
- ii) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however, that an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.
- iii) Receiving party agrees not to remove any of the Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Receiving party agrees to exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Receiving party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved

removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be making off of the premises.

- iv) All of the disclosing party Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.
- v) The Contractor shall not directly or indirectly copy, reproduce, remove, alter, delete, modify, edit, transfer, transmit, divulge, or disclose Confidential Information in whole or in part.

3. Exceptions

The obligations contained in Clause 2 above, shall not apply to each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate:

- a) which is in the public domain at the time of disclosure; or
- b) which later becomes part of the public domain through no breach of this Agreement and only after such later date; or
- c) was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
- d) was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
- e) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or
- f) is disclosed with the prior consent of the disclosing party; or
- g) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
- h) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party; or
- i) which Receiving party is obligated to disclose under law or by the order of a competent Court, Government or any other Regulatory Authority, copy of the information shall be shared by one party to the other.

4. Property of Disclosing Party

Confidential Information is proprietary to the Disclosing Party and shall remain, the property of Disclosing Party.

5. No Copies

- a. Confidential Information shall not be copied, in whole or in part, without the prior written consent of the Disclosing Party.
- b. Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information containing or consisting of the disclosing party's Confidential Information all copies thereof or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however, that an archival copy of

the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.

6. No Disclosure

Contractor and its employees, officers, agents and affiliates shall hold Confidential Information in confidence and take all reasonable steps to preserve the confidential and proprietary nature of Confidential Information, including, without limitation:

- i. refraining from disclosing Confidential Information to persons within its and its affiliates' and agents' organisations not having a reason to know, and all persons outside such organisations, and
- ii. advising all of its employees, officers, agents and affiliates that have access to Confidential Information of its confidential and proprietary nature.

7. Duration

This Agreement shall be valid for a period of 6 (six months) beyond the validity of the Letter of Award (LOA) fordated for a scope of work..... The obligations of Contractor hereunder with regard to Confidential Information disclosed prior to expiry / termination shall continue to survive for a period of six (6) months after such expiry / termination.

8. Waivers

Contractor understands that the Disclosing Party may waive some of the requirements expressed in this Agreement but such a waiver to be effective must be made in writing by the Disclosing Party and should not in any way be deemed a waiver of Contractor right to enforce any other requirements or provisions of this Agreement.

9. Assignment

This Agreement is not assignable by either Party without an express written approval of the other party.

10. Miscellaneous Provisions

i) Amendments

No modification, amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by both the parties.

ii) This Agreement constitutes an entire Agreement between the parties with respect to the subject matter herein and supersedes and cancels any prior oral or written agreement, representation, understanding, arrangement, communication or expression of intent relating to the subject matter of this Agreement.

iii) If any provision of this Agreement is held to be void, invalid or inoperative, such event shall not affect any other provisions herein, which shall continue and remain in full force and effect as though such void, invalid or in operative provision had not been a part hereof.

iv) This Agreement and Letter of Award hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.

v) **Dispute Resolution and Governing Law**

If at any time any dispute, differences or question arises between the Parties concerning the meaning, construction, interpretation, effect and scope of this agreement regarding the respective rights and liabilities of the Parties under this Agreement, then such disputes, differences or question shall be amicably resolved through mutual discussions and negotiations.

Should no such solution be arrived at within one month from the first attempt by the Parties hereto to resolve the problems to dispute, the aggrieved Party shall send to the other Party a registered letter intimation requesting reference of the matter to Arbitration. Notwithstanding anything to the contrary, if any dispute/disagreement/differences (“Dispute”) arise between the Parties during the subsistence of the said agreement and/or thereafter, in connection with, inter alia, the validity, interpretation, implementation and/or alleged breach of any provision of the said agreement, jurisdiction or existence/ appointment of the arbitrator or of any nature whatsoever, then, the Dispute shall be referred to a sole arbitrator who shall be appointed as per the Arbitration and Conciliation Act, 1996. The place of arbitration shall be New Delhi and the arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 as amended from time to time and shall be in the English Language. The award shall be binding on the Parties subject to the applicable laws in force and the award shall be enforceable in any competent court of law.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day and the year first hereinbefore written.

Signed, sealed and delivered by:

Mr. / Ms.

Designation

In the presence of witness :

Signature:

Name :

For Power System Operation Corporation Ltd.

Address:

In the presence of witness :

Signature :

Name :

FORMAT OF AGREEMENT

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF Rs.100/- PURCHASED IN THE NAME OF CONTRACTOR)

“AGREEMENT”

This Agreement made this _____day of _____ between POWER SYSTEM OPERATION CORPORATION LIMITED (A Govt of India Undertaking), a Company incorporated under the Companies Act, 1956, having its registered office, B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110016 (hereinafter referred to as “Owner” or POSOCO which expression shall include its administrators, Company incorporated under the Companies Act, 1956) on the one part and

_____ Having its registered office at _____(hereinafter referred to as the “Contractor” which expression shall include its administrations, successors, executors and permitted assigns) of the other part.

WHEREAS POSOCO desirous for as per its bid specification No _____.

AND WHEREAS _____ had participated in the above referred bidding vide their _____Dated _____ and POSOCO awarded the contract to _____ dated _____ on terms and conditions of documents referred to therein, which have been accepted by _____resulting into a “contract”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:-

1.0 : Article

1.1: Award of Contract

POSOCO has awarded the Contract to _____ for the work of _____ on the terms & conditions contained in its Letter of Award No. _____ dated _____ and the documents referred to therein. The award has taken effect from aforesaid Letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the “Contract Documents” referred to in the succeeding Article.

2.0: CONTRACT DOCUMENTS: The Contract shall be performed strictly as per the terms & conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as “Contract Documents”).

- i) POSOCO’s bidding Documents issued vide GeM (Government e-Marketplace Portal) of GeM BidNo. _____ Dtd _____ Consisting of Terms & Conditions of Contract including all amendments.
- ii) POSOCO’s Technical Specification including Amendments issued vide GeM BidNo. _____ Dtd _____
- iii) Contractor’s proposal Bid ID No. _____ dated _____ submitted by them.
- iv) POSOCO’s Letter of Award No _____ dated _____ duly accepted by CONTRACTOR.

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part conform to the Bidding Documents and what has been specifically agreed to by the owner in its Letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the contractor in its “Proposal” but not agreed to specifically by the contractor. For the sake of brevity, this agreement along with its aforesaid contract documents shall be referred to as the “Agreement”.

3.0: Conditions & Covenants

3.1: The scope of Contract, consideration, terms of payment, taxes wherever applicable, insurance, liquidated damaged, performance Guarantee and all other terms and conditions are contained in POSOCO’s Letter of Award No _____ dtd _____ read in conjunction with other aforesaid contract documents. The contract shall be duly performed by the contractor strictly and faithfully in accordance with the terms of the Agreement.

3.2: The scope of work shall also include supply and installation of all such items which are not specifically mentioned in the contract documents, but which are needed for successful completion of the subject work, unless otherwise specifically excluded in the specifications under “exclusions” or Letter of Award.

3.3 : Time Schedule : Time is the essence of the contract and schedules shall be strictly adhered to and Contractor shall perform the work in accordance with the agreed schedule as given in the LOA.

3.4: Quality Plans:

3.4.1: The contractor is responsible for the proper execution of the quality plans. The work beyond the customer’s hold points will progress only with the owner’s consent. The owner will also undertake quality surveillance and quality audit of the contractor/subcontractors works,

systems and procedures and quality control activities. The contractor further agrees that any change in the quality plan will be made only with the owner's approval. The contractor shall also perform all quality control activities, inspection and tests agreed with the owner to demonstrate full compliance with the contract requirements.

3.4.2: The contractor also agrees to provide the owner with the necessary facilities for carrying out inspection, quality audit and quality surveillance of contractor's quality assurance systems.

3.4.3: It is expressly agreed to by the contractor that the quality tests and inspection by the Owner shall not in any way relieve the contractor of its responsibilities for quality standards, and performance guarantee and their other obligations under the Agreement.

3.5: It is further agreed by the contractor that the contract performance guarantee shall in no way be constructed to limit or restrict the owner's right to recover the damages/compensation due to short-fall in the performance or under any other clause of the Agreement. The amount of damages/compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and/or otherwise.

The contract performance guarantee furnished by the contractor is irrevocable and unconditional and the owner shall have the powers to invoke it notwithstanding any dispute or difference between the owner and the contractor pending before any court, tribunal, arbitrator or any other authority.

3.6: This Agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede any prior correspondence terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorised representative of both the parties.

4.0: SETTLEMENT OF DISPUTES:

It is specifically agreed by and between the parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement shall be decided by the process of settlement & arbitration as specified in clause No. 28.0 of the Conditions of the Contract and the provisions of the Indian Arbitration & reconciliation Act, 1996 shall apply and Delhi Courts alone shall have exclusive jurisdiction over the same.

IN WITNESS WHEREOF the parties through their duly authorised representatives have executed these presents (execution where of has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Delhi.

WITNESS:

1..... (Owner's Signature)
Printed Name

2. (Designation)
Company's Stamp

1. (Contractor's signature)
Printed name

2. (Designation)
Company's stamp

Annexure-H

(Form-1)

Format for Self-Declaration regarding 'Local Supplier' for Cyber Security Products

Date:

This is to Certify that the organization _____ registered as _____ with registration number _____ do hereby solemnly affirm and declare as under:

That we agree to abide by the terms and conditions of the Notification issued by Ministry of Electronics and Information Technology (Meity), Government of India no:.....dated.....

That the information furnished hereinafter is correct and we undertake to produce relevant records before the procuring entity or any other authority so nominated by the Ministry of Electronics and Information Technology (Meity), Government of India for the purpose of establishing ownership of the Intellectual Property Right (IPR), legal existence and revenue accrual, local content for the cyber security products nominated by the aforesaid organization.

That all IPR which constitute the said cyber security product has been verified by us and we are responsible for the correctness of the claims made therein and we take complete responsibility of the same.

We agree to maintain all information regarding our claim(s) for IPR ownership, legal existence and revenue accrual, local content in the organization's record throughout the existence of the product and shall make this available for verification to any authorities specified by Government of India.

In case of any change in the IPR ownership, legal existence and revenue accrual, local content we will be accountable to inform Ministry of Electronics and Information Technology, Government of India within one week or before applying for any public procurement or before referring this order for taking any advantage which so ever occurs first.

That in the event of the cyber security product mentioned herein is found to be incorrect and not meeting the prescribed norms, based on the assessment of an authority so nominated by the MeitY, Government of India and we will be liable as under clause 7(f) of Public Procurement (Preference to Make in India) Order 2019 for cyber security product.

1. Name and details of the organization nominating product under this order (Registered Office, Manufacturing unit location, nature of legal entity)
2. Entity Registration Certificate number
 - a. Type of registration
3. Date on which this certificate is issued
4. Percentage of Local content with request to total cost of the product _____
5. Percentage of Royalty/License fee to be paid to other entity with respect to estimated cost of the product

6. Name and contact details of the unit of the manufacturer

For and on behalf of _____ (Name of firm/entity)

Authorize signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No. and date>

(Form-2)

Format for Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order, if applicable (submission of Hard Copy in 'Original'), to be submitted on a non-judicial stamp paper of Rs. 100/-.

(Name of the Package)

I _____ S/o, D/o, W/o, _____ Date: _____ Resident of _____ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (*hereinafter PPP-MII order*) of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated 28/05/2018, 04.06.2020, 16.09.2020 and any subsequent modifications/Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity.i.e.POSOCO or any other Government authority for the purpose of assessing the local content of goods supplied by me for (*Enter the name of the package*).

That the local content for all inputs which constitute the said goods has been verified by me and I am responsible for the correctness of the claims made therein.

That the goods supplied by me for (*Enter the name of the package*) meet the 'Minimum Local Content 'as defined in the PPP-MII order.

That the value addition for the purpose of meeting the 'Minimum Local Content 'has been made by me at (*Enter the details of the location(s) at which value addition is made*).

That in the event of the local content of the goods mentioned herein is found to be incorrect and not meeting the prescribed Minimum Local Content criteria, based on the assessment of procuring agency (ies) i.e.POSOCO/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)

- ii. Date on which this certificate is issued
- iii. Goods for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of input used to manufacture the goods
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

Annexure-I

Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII order, if applicable (submission of Hard Copy in 'Original') to be submitted on the letter head of the auditor/cost accountant/chartered accountant.

Dear Sir,

We have read and understood the provisions of "Public Procurement (Preference to Make in India) Order, 2017" dated 15/06/2017, its revision dated 28/05/2018, 04/06/2020, 16/09/2020 and any subsequent modifications/Amendments, if any [hereinafter, "PPP-MII Order"] issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Government of India.

In line with the provisions of the PPP-MII Order, M/s.[Enter the name of the Bidder] [hereinafter, "Local Supplier"] have submitted an Affidavit of self-certification to M/s. Power System Operation Corporation Limited [hereinafter, POSOCO] regarding Local Content in goods to be supplied by the Local Supplier for [Enter the name of the package], wherein they have agreed to abide by the terms and conditions of the PPP-MII Order.

Further, in line with the PPP-MII Order, the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) shall provide a certificate giving the percentage of Local Content in the goods to be supplied by the Local Supplier for [Enter the name of the package].

Accordingly, we, the Statutory Auditor(s) / Cost auditor (*applicable in the case of companies*) of the Local Supplier / a practicing cost accountant or practicing chartered accountant (*applicable in respect of suppliers other than companies*), certify that the Local Content as defined under the PPP-MII Order, for goods to be supplied by the Local Supplier for [Enter the name of the package] is percentage [*specify the percentage of Local content*].

For and on behalf of,

Date:

<<Statutory Auditor's/ Cost accountant's/ Chartered accountant's attestation>>

Firm Reg No. Membership No.

Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by POSOCO.

FORMS & FORMATS

Form E.1: Eligibility Criteria Cover Letter (Company Letter head)

The Chief Manager (Contracts and Material)
Power System Operation Corporation Limited (POSOCO)
8th/9th Floor, IFCI Tower
61 , Nehru Place
New Delhi-110019

Sub: Submission of the response to the RFP No <> dated <> for Supply, Installation, Implementation, Integration, Maintenance and Support of state-of-the-art Next Generation Security Operation Centre (SOC)

Dear Sir,

We, the undersigned, offer to provide SOC Services to POSOCO in response to the RFP dated <insert RFP date> and RFP No <insert RFP no> for “Supply, Installation, Implementation, Integration, Maintenance and Support of state-of-the-art Next Generation Security Operation Centre (SOC)”.

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that <Name of Firm> and OEM <Names of OEM> is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that <Name of Firm> and OEM <Names of OEM> fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

We are hereby submitting our Bids, which include the Eligibility Criteria, Technical Bid and the Financial Bid in separate covers. We hereby declare that all the information and statements made in this eligibility criteria are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our bid is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in the Fact Sheet. We agree to abide by all the terms and conditions of the RFP and related corrigendum(s)/ addendum(s). We would hold the terms of our bid valid for the days as stipulated in the Fact Sheet.

We hereby declare that as per the RFP requirement, we have not been blacklisted/ debarred by any Central/State Government during the last three (3) years from the original bid opening date.

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

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

Form E.2: Turnover from IT/ICT and Information security/Cyber-security advisory services and Net worth Certificate

To,
 The Chief Manager (Contracts and Material)
 Power System Operation Corporation Limited (POSOCO)
 8th/9th Floor, IFCI Tower
 61 , Nehru Place
 New Delhi-110019

Sub: Submission of Annual Turnover from IT/ICT and Information security/Cyber-security advisory services and Net worth in response to the RFP No <> dated <> for Supply, Installation, Implementation, Integration, Maintenance and Support of state-of-the-art Next Generation Security Operation Centre (SOC).

S. No.	Financial Year	Annual Turnover from IT/ICT and Information security/Cyber-security advisory services and Net worth (INR Crores)	Annual Turnover from IT/ICT and Information security/Cyber-security advisory services and Net worth (INR Crores)
1.	FY 2018-19		
2.	FY 2019-20		
3.	FY 2020-21		

S. No.	Financial Year	Net Worth (INR Crores)
1.	FY 2018-19	
2.	FY 2019-20	
3.	FY 2020-21	

Note:

1. The audited Financial Statements for the corresponding year have to be enclosed.
2. The certificate must have UDIN issued by ICAI.

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

(Signature, name and designation of the authorized signatory for the Auditor's Firm)

Form E.3: Conflict of Interest (Company Letter head)

To,

The Chief Manager (Contracts and Material)

Power System Operation Corporation Limited (POSOCO)

8th/9th Floor, IFCI Tower

61 , Nehru Place

New Delhi-110019

Sub: Undertaking on Conflict of Interest regarding for Supply, Installation, Implementation, Integration, Maintenance and Support of state-of-the-art Next Generation Security Operation Centre (SOC).

Dear Sir,

I/We do hereby undertake that there is the absence of actual or potential conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with POSOCO.

I/We also confirm that there are no potential elements (timeframe) for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold POSOCO harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by POSOCO and/ or its representatives if any such conflict arises later.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

Form E.4: Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 (Company Letter head)

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, (full names), do hereby declare, in my capacity as of M/s (name of bidder entity), that:

- 1) The facts contained herein are within my own personal knowledge.
- 2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order
- 3) I certify that M/s (name of bidder entity) **is not from such a country or, is from such a country** (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]
- 4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s (name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE:

DATE: _____

Seal / Stamp of Bidder

Form E.5: Format for Power of Attorney (PoA) executed in favour of the Authorized Signatory (To be executed on a non-judicial stamp paper of INR 100/-

The Bidder may submit the Power of Attorney in their own format clearly stating that the person is authorized to sign on behalf of the bidder. It is also clarified that the "Letter of Authorization" is to be read as "Power of Attorney".

Know all men by these presents, We, [Insert full legal name of the bidding entity], having registered office at [Insert registered office address] (hereinafter referred to as the "Principal") do hereby constitute, nominate, appoint and authorize [Insert full name of authorized signatory] son of [Insert father's name] presently residing at [Insert address of authorized signatory] who is presently employed with us and holding the position of [Insert position/ designation of the authorized signatory] as our true and lawful attorney (hereinafter referred to as the "Authorized Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to the submission of our Bid in response to the RFP bearing number _____ for '<RFP Name>' dated _____, including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-Bid and other conferences and providing information/ responses to the Power System Operation Corporation Limited (POSOCO) of India (hereinafter referred to as the "POSOCO"), representing us in all matters before the POSOCO, signing and execution of all contracts and undertakings/ declarations consequent to acceptance of our Bid and generally dealing with the POSOCO in all matters in connection with or relating to or arising out of our Bid for the said assignment and/or upon award thereof to us till the execution of appropriate Agreement/s with the POSOCO.

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

IN WITNESS THEREOF WE, _____ THE ABOVE-NAMED PRINCIPAL

HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 2021

For _____

(Signature, name, designation and address)

[Please put company seal if required]

[Notarize the signatures]

Witness 1:

Name:

Designation:

Address:

Signature:

Witness 2:

Name:

Designation:

Address:

Signature:

Form E.6: Pre-contract Integrity Declaration declaration (To be executed on a non-judicial stamp paper of INR 100/-

INTEGRITY DECLARATION

This pre-Bid Pre-Contract agreement (hereinafter called the “**Integrity Declaration**”) is made on _____ day of the month of _____ 2021, by and between:

1. Power System Operation Corporation Limited of India (hereinafter called “**POSOCO**”, which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part; and
2. _____ (hereinafter called the “**BIDDER**” which expression shall mean and include, unless the context otherwise requires, its successors and permitted assigns) of the Second Part.

POSOCO and the BIDDER, where the context permits, shall be referred to collectively as “**Parties**” and individually as “**Party**”.

WHEREAS,

- a) POSOCO proposes to appoint an agency for Supply, Installation, Implementation, Integration, Maintenance and Support of state-of-the-art Next Generation Security Operation Centre (SOC) as detailed in the RFP No. _____ issued on _____ by POSOCO, and the BIDDER is willing to submit/ has submitted a Bid for the same; and
- b) The BIDDER is a company/ partnership/ limited liability partnership, constituted in accordance with the relevant law in the matter and POSOCO is a public sector undertaking licensed under Section 8 of the Companies Act, 2013; and
- c) To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the Contract to be entered into with a view to enabling POSOCO to obtain the desired Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and enabling the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and POSOCO will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The Parties hereto hereby agree to enter into this Integrity declaration and agree as follows:

A. Commitments of POSOCO

- i. POSOCO undertakes that no official of the POSOCO, connected directly or indirectly with the Contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or Third Party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
 - ii. POSOCO will, during the pre-Contract stage, treat all bidders alike, and will provide to all bidders the same information and will not provide any such information to any particular bidder which could afford an advantage to that particular bidder in comparison to other bidders.
 - iii. All the officials of POSOCO will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- B. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to POSOCO with full and verifiable facts and the same is prima facie found to be correct by POSOCO, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by POSOCO and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by POSOCO the proceedings under the Contract would not be stalled.

C. Commitments of the Bidder

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-Contract or post-Contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- i. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantages, commission, fees, brokerage or inducement to any official of POSOCO, connected directly or indirectly with the bidding process, or to any person, organisation or Third Party related to the Contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- ii. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantages, commission, fees, brokerage or inducement to any official of

POSOCO or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Government.

- iii. The BIDDER shall disclose the name and address of agents and representatives, and its foreign principals or associates.
- iv. The BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/Contract.
- v. The BIDDER further confirms and declares to POSOCO that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to POSOCO or any of its functionaries, whether officially or unofficially to the award of the Contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- vi. The BIDDER, either while presenting the bid or during pre-Contract negotiations or before signing the Contract, shall disclose any payments he has made, is committed to or intends to make to officials of POSOCO or their family members, agents, brokers or any other intermediaries in connection with the Contract and the details of services agreed upon for such payments.
- vii. The BIDDER will not collude with other parties interested in the Contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the Contract.
- viii. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- ix. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by POSOCO as part of the business relationship, regarding plans, Technical Bids and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- x. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- xi. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- xii. If any employee of the BIDDER involved in bidding team and/or project implementation team and/ or operations & maintenance team or any employee under the respective Service Line/ Vertical of the representative leading the team of the Bidder, either directly or indirectly, is a relative of any of the officers of POSOCO, or alternatively, if any relative of an officer of POSOCO has financial interest/stake in the BIDDER's firm, the same shall be

disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

- xiii. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of POSOCO.

D. Previous Transgression

- i. The BIDDER declares that no previous transgression occurred in the last 3 (three) years immediately before signing of this Integrity declaration, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify the BIDDER's exclusion from the bidding process.
- ii. The BIDDER agrees that if it makes an incorrect statement on this subject, BIDDER can be disqualified from the bidding process or the Contract if already awarded, can be terminated for such reason.

E. Sanctions for Violations

- i. Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle POSOCO to take all or any one of the following actions, wherever required: -
 - a. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other bidder(s) would continue.
 - b. The Performance Bank Guarantee (after the Contract is signed) shall stand forfeited either fully or partially, as decided by POSOCO, and POSOCO shall not be required to assign any reason, therefore.
 - c. To immediately cancel the Contract, if already signed, without giving any compensation to the BIDDER.
 - d. To recover all sums already paid by POSOCO with interest thereon at 2% (two percent) higher than the prevailing Prime Lending Rate of State Bank of India. If any outstanding payment is due to the BIDDER from POSOCO in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
 - e. To encash the performance bank guarantee in order to recover the payments, already made by POSOCO, along with interest.

- f. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to POSOCO resulting from such cancellation/rescission and POSOCO shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - g. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of 3 (three) years, which may be further extended at the discretion of POSOCO.
 - h. To recover all sums paid in violation of this Integrity Declaration by BIDDER(s) to any middleman or agent or broker with a view to securing the Contract.
 - i. In cases where irrevocable letters of credit have been received in respect of any contract signed by POSOCO with the BIDDER, the same shall not be opened.
 - j. Forfeiture of performance bank guarantee in case of a decision by POSOCO to forfeit the same without assigning any reason for imposing a sanction for violation of this Integrity Declaration
- ii. POSOCO will be entitled to take all or any of the actions mentioned in the Integrity Declaration also on the commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
 - iii. The decision of POSOCO to the effect that a breach of the provisions of this Declaration has been committed by POSOCO shall be final and conclusive on POSOCO. However, POSOCO can approach the Independent Monitor(s) appointed for the purposes of this Declaration.

F. Fall Clause

The BIDDER undertakes that under similar buying conditions, it has not provided/ is not supplying similar Services at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar Services were supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to POSOCO if the contract has already been concluded.

G. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Integrity Declaration or payment of commission, POSOCO or its agencies shall be entitled to examine all the documents including the books of accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

H. Law and Place of Jurisdiction

This Integrity Declaration is subject to Indian Law. The place of performance and jurisdiction is the seat of POSOCO.

I. Other Legal Actions

The actions stipulated in this Integrity Declaration are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

J. Validity

- i. The validity of this Integrity Declaration shall be from the date of its signing and extend up to 5 (five) years or the complete execution of the Contract to the satisfaction of both POSOCO and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful this Integrity Declaration shall expire after 1 (one) month from the date of the signing of the Contract with the successful bidder.
- ii. Should 1 (one) or several provisions of this Integrity Declaration turn out to be invalid, the remainder of this Integrity Declaration shall remain valid. In this case, the Parties will strive to come to an agreement to their original intentions.

POSOCO

_____ [Signature]

_____ [Name]

_____ [Designation]

Witness

1.

2.

BIDDER

_____ [Signature]

_____ [Name]

_____ [Designation]

Witness

1.

2.

Form T.1: Technical Bid Cover Letter (Company Letter head)

To,
The Chief Manager (Contracts and Material)
Power System Operation Corporation Limited (POSOCO)
8th/9th Floor, IFCI Tower
61 , Nehru Place
New Delhi-110019

Sub: Submission of the response to the RFP No <> dated <> for Supply, Installation, Implementation, Integration, Maintenance and Support of state-of-the-art Next Generation Security Operation Centre (SOC).

Dear Sir,

We, the undersigned, to provide SOC Services to POSOCO in response to the RFP dated <insert RFP date> and RFP No <insert RFP no.> for "Supply, Installation, Implementation, Integration, Maintenance and Support of state-of-the-art Next Generation Security Operation Centre (SOC)". We are hereby submitting our Proposal, which includes Eligibility Criteria, Technical Bid and the Financial Bid in separate covers.

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 declare that cost quoted towards Operation and Comprehensive Maintenance period is not less than 30% of amount quoted for Supply and Implementation portion of the package i.e. Sl. 1 to 9, 12 & 13 of Price Schedule. We understand that, if the price in the financial bid towards Operation and Comprehensive Maintenance period is lesser than 30%, then the shortfall (from 30%) in the price quoted by us against Operation and Comprehensive Maintenance period shall be suitably reduced/adjusted from our bills submitted for supply portion of the package (if contract is awarded on us).

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

We agree to abide by all the terms and conditions of the RFP and related corrigendum(s)/ addendum(s). We would hold the terms of our bid valid for the days as stipulated in the RFP.

We hereby declare that as per the RFP requirement, we have not been blacklisted/ debarred by any Central/ State Government during the last three (3) years from the original bid opening date.

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: _____

Form T.2: Format for Project Citation/ Case Studies

General Information	
Name of the Project	
Client for which the Project was executed	
Name and contact details of the client	
Project Details	
Description of the Project	
Scope of services	
Relevance to the current Project	
Outcomes of the Project	
Other Details	
Total cost of the Project	
Total cost of the services provided by the Bidder	
Duration of the Project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the completion of the Projects (if any)	
Copy of LOA/ Agreement/ Client Certificate or self-certificate from authorized signatory	

Amendment-I

SrNo	RFP Ref. No.	RFP Clause	Amended Clause
1	Bid Document (Page 11)	PART-B: TECHNICAL CRITERIA FOR EVALUATION (CI No. 2) Bidder's experience in terms of supply, installation, management and maintenance of SOC with minimum 10K EPS in the Central / State Govt Organization / PSU / Public Listed Company in last 5 years from the original date of bid opening. >= 10 projects : (15 marks) >= 5 and <10 projects : (10 marks) >= 1 and <5 project : (5 marks)	Bidder's experience in terms of supply, installation, management and maintenance of SOC with minimum 10K EPS in the Central / State Govt Organization / PSU / Public Listed Company in last 5 years from the original date of bid opening. >= 5 projects : (15 marks) >= 3 and <5 projects : (10 mark) >= 1 and <3 project : (5 marks)
2	Bid Document (Page 11)	PART-B: TECHNICAL CRITERIA FOR EVALUATION (CI No. 4) Bidder experience in handling maximum EPS for a single client: >= 50K : (10 marks) >=25K and <50K : (7 marks) >= 10K and <25K : (5 mark)	Bidder experience in handling maximum EPS for a single client: >= 30K : (10 marks) >= 10K and <30K : (7 marks) >= 5K and <10K : (5 mark)

3	Bid Document (Page 12)	<p>PART-B: TECHNICAL CRITERIA FOR EVALUATION (CI No. 5) The bidder must have at least 50 full time technically qualified personnel (L1, L2 & L3) on its own pay-rolls in the area of Cyber security and as per qualification of L1, L2 & L3 requirement specified under the technical specification.</p> <p>>=100 Resource : 5 marks >=75 and <100 Resource : 3 marks >=50 and <75 Resource : 2 marks</p>	<p>The bidder must have at least 20 full time technically qualified personnel (L1, L2 & L3) on its own pay-rolls in the area of Cyber security and as per qualification of L1, L2 & L3 requirement specified under the technical specification.</p> <p>>=50 Resources : 5 marks >=30 and <50 Resource : 3 marks >=20 and <30 Resource : 2 marks</p>
4	Bid Document (Page 12)	<p>PART-B: TECHNICAL CRITERIA FOR EVALUATION (CI No. 6) Bidder shall have own SOC and providing manage services to multiple customers and shall be operational since minimum last three years from the original date of bid opening.</p> <p>>= 20 : (10 marks) >= 10 and <20 customer : (7 marks) >= 5 and <10 customer : (5 mark)</p>	<p>Bidder shall have own SOC and providing manage services to multiple customers and shall be operational since minimum last three years from the original date of bid opening.</p> <p>>= 10 customer : (10 marks) >= 5 and <10 customer : (7 marks) >= 2 and <5 customer : (5 mark)</p>

5	Bid Document (Page 12)	<p>PART-B: TECHNICAL CRITERIA FOR EVALUATION (CI No. 8) Bidder shall have experience in execution of project of SIEM, SOAR and DAM in the Central / State Govt Organization / PSU / Public Listed Company in last 5 years from the original date of bid opening.</p> <p>>= 5 projects, each of SIEM, SOAR and DAM : 10 marks >= 2and<5 projects, each of SIEM, SOAR and DAM : 7 mark >=1and<2 project each of SIEM, SOAR and DAM : 5 mark</p>	<p>Bidder shall have experience in execution of project of SIEM, SOAR and DAM in the Central / State Govt Organization / PSU / Public Listed Company in last 5 years from the original date of bid opening.</p> <p>For SIEM >= 5 projects : 4 marks >= 2 and <5 projects : 3 mark >=1and<2 project : 2 mark</p> <p>For SOAR >= 5 projects : 3 marks >= 2 and <5 projects : 2 mark >=1and<2 project : 1.5 mark</p> <p>For DAM >= 5 projects : 3 marks >= 2 and <5 projects : 2 mark >=1and<2 project : 1.5 mark</p>
6	Bid Document (Page 12)	<p>PART-B: TECHNICAL CRITERIA FOR EVALUATION (CI No. 10) Bidder shall have Cyber Security certified professionals having valid certification on CISSP/OSCP/CISA/CISM</p> <p>>=10 Resource : 5 marks >=5 and <10 Resource : 3 marks >=1 and <5 Resource : 2 marks</p>	<p>Bidder shall have Cyber Security certified professionals having valid certification on CISSP/OSCP/CISA/CISM/CEH/Equivalent Indian Standard:</p> <p>>=10 Resource : 5 marks >=5 and <10 Resource : 3 marks >=1 and <5 Resource : 2 marks</p>

7	Bid Document (Page 12)	<p>PART-B: TECHNICAL CRITERIA FOR EVALUATION (CI No. 12) Bid Evaluation: Only those bids which have scored 80 and above in the technical evaluation will be considered qualified and financial bids of those bidders shall be opened. However, if none or less than 3 numbers of bidders achieve score of 80 or above marks in technical bid, then top 3 ranked bidders will be considered qualified and financial bids of those bidders shall be opened.</p>	<p>Bid Evaluation: Only those bids which have scored 80 and above in the technical evaluation will be considered qualified and financial bids of those bidders shall be opened. However, if none or less than 3 numbers of bidders achieve score of 80 or above marks in technical bid, then top 3 ranked bidders will be considered qualified and financial bids of those bidders shall be opened. Further, in regard to bidders who are eligible Class-I Local Suppliers/Start-up vendors recognized by DPIIT, all such bidders who score 70 and above in the technical evaluation will be considered qualified and financial bids of those bidders shall also be opened.</p>
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Clarification to Pre Bid Queries			
Sr No	RFP Clause	Bidder's Query/Suggestion/Remarks	POSOCO Clarification
1	<p>PART-A: PRE-QUALIFICATION CRITERIA (CI No. i) The last date of order execution may fall in the above-mentioned period. Note: 'Similar Item' type means any works/projects which includes supply, installation/commissioning, configuration, management and maintenance of at-least one or more of the following in same project:</p> <ul style="list-style-type: none"> • Next Generation Security Information and Event Management (NG SIEM) • Security Orchestration, Automation and Response (SOAR) • Network Behavior Anomaly Detection (NBAD) • User and Entity Behavior Analytics (UEBA) • Database Activity Monitoring (DAM) <p>To arrive at the executed value towards meeting the same or similar work criterion, the value pertaining to above component will be only be included and other items (IT/non-IT) would be excluded.</p>	<p>Since difference OEMs use different terminologies, we understand Network Behavior Anomaly Detection (NBAD) is the same is Network Behavior Analysis (NBA). Kindly confirm if our understanding is correct, and we can exhibit orders of Network Behavior Analysis (NBA) against NBAD experience criteria</p>	<p>Yes, Network Behavior Anomaly Detection (NBAD) and Network Behavior Analysis (NBA) both will be considered</p>
2	<p>To arrive at the executed value towards meeting the same or similar work criterion, the value pertaining to above component will be only be included and other items (IT/non-IT) would be excluded.</p>	<p>Since "Next Gen" SIEM is a relatively new technology/concept, we request you to kindly amend the clause and allow experience of regular SIEM solutions as well, against this criteria.</p>	<p>Yes, SIEM and NG-SIEM both will be considered.</p>
3	<p>PART-A: PRE-QUALIFICATION CRITERIA (CI No. x) Proposed solution (except SOAR & UEBA) shall be well established, tested, proven, have well support from OEM and reputed product. It shall be operational (with at-least 10,000 EPS) in at-least one organisation since last three years in Govt/PSUs /Public Listed Company.</p>	<p>Our understanding is that this part of the clause refers to proposed SIEM solution only. Kindly confirm of our understanding is correct.</p>	<p>10,000 EPS is referred for SIEM only, whereas, proposed other solutions NBAD & DAM shall also meet the requirement (It shall be operational in at-least one organisation since last three years in Govt/PSUs /Public Listed Company). Requirement for SOAR &</p>

4	<p>SI to ensure that the proposed solution (except SOAR & UEBA) shall be well established, tested, proven, have well support from OEM and reputed product. It shall be operational (with at-least 10,000 EPS) in at-least one organisation since last three years in Govt/PSUs/Public Listed Company. However, in case of SOAR & UEBA, it shall be operational in at-least one organisation (each one) since last one year in Govt/PSUs/Public Listed Company</p>	<p>exempt these above mentioned criteria from the start-ups</p>	<p>UEBA shall be as per pre-qualification criteria.</p>
5	<p>PART-C: GENERAL (CI No. g-iii) (g) Following documents shall be submitted by the bidder: iii) Undertaking on the letter-head of the company pertaining to 'No dues' towards any Government Company/PSU/ Govt. Undertaking towards.</p>	<p>We request you to kindly remove this criteria as this requirement is nit relevant to scope of this tender.</p>	<p>Provision of Bidding Document remain unchanged Kindly note that "No dues' does not referred to any pending payments/LD etc. It pertains to Litigation/ Arbitrations cases for any contracts awarded on the bidder.</p>
6	<p>PART-B: TECHNICAL CRITERIA FOR EVALUATION (CI No. 2) Bidder's experience in terms of supply, installation, management and maintenance of SOC with minimum 10K EPS in the Central / State Govt Organization / PSU / Public Listed Company in last 5 years from the original date of bid opening. >= 10 projects : (15 marks) >= 5 and <10 projects : (10 marks) >= 1 and <5 project : (5 marks)</p>	<p>Bidder's experience in terms of supply/installation/ management/maintenance of SOC with minimum 5K EPS in the Central / State Govt Organization / PSU / Public Listed Company in last 10 years from the original date of bid opening. >= 5 projects : (15 marks) >= 3 and <5 projects : (10 marks) >= 1 and <3 project : (5 marks)</p>	<p>The said clause has been amended. Please refer amendment to the bidding document.</p>
7		<p>Kindly consider the below mentioned marking system to encourage Make in India companies >=5 projects : 5 marks <5 projects : 4 marks</p>	

8		<p>Bidder's experience in terms of supply, installation, management and maintenance of SOC with minimum 10K EPS in the Central / State Govt Organization / PSU / Public Listed Company in last 5 years from the original date of bid opening.</p> <p>>= 10 projects : (10 marks) >= 5 and <10 projects : (7 marks) >= 1 and <5 project : (5 marks)</p>	
9	<p>Single installation of proposed OEM SIEM solution with EPS count deployed in the Central / State Govt Organization / PSU / Public Listed Company in last 5 years from the original date of bid opening.</p> <p>>= 50K : (10 marks) >= 25K and <50K : (7 marks) >= 10K and <25K : (5 mark)</p>	<p>Single installation by OEM/ SI of proposed OEM SIEM solution with EPS count deployed in the Central / State Govt Organization / PSU / Public Listed Company in last 5 years from the original date of bid opening.</p> <p>>= 50K : (10 marks) >= 25K and <50K : (7 marks) >= 10K and <25K : (5 mark)</p>	<p>Provision of Bidding Document remain unchanged</p>
10	<p>PART-B: TECHNICAL CRITERIA FOR EVALUATION (CI No. 4) Bidder experience in handling maximum EPS for a single client: >= 50K : (10 marks) >= 25K and <50K : (7 marks) >= 10K and <25K : (5 mark)</p>	<p>We request you to kindly amend this criteria as follows:</p> <p>Bidder experience in handling maximum EPS for a single client: > 10K : (10 marks) >= 5K and <=10K : (7 marks) >= 2K and <5K : (5 marks)</p>	<p>The said clause has been amended. Please refer amendment to the bidding document.</p>

11	<p>PART-B: TECHNICAL CRITERIA FOR EVALUATION (CI No. 5) The bidder must have at least 50 full time technically qualified personnel (L1, L2 & L3) on its own pay-rolls in the area of Cyber security and as per qualification of L1, L2 & L3 requirement specified under the technical specification.</p> <p>>=100 Resource : 5 marks >=75 and <100 Resource : 3 marks >=50 and <75 Resource : 2 marks</p>	<p>We request you to kindly amend this criteria as follows:</p> <p>The bidder must have at least 50 full time technically qualified personnel (L1, L2 & L3) on its own pay-rolls in the area of Cyber security and as per qualification of L1, L2 & L3 requirement specified under the technical specification.</p> <p>>=50 Resources : 5 marks >=20 and <50 Resource : 3 marks >=10 and <20 Resource : 2 marks</p>	<p>The said clause has been amended. Please refer amendment to the bidding document.</p>
12		<p>Kindly consider the below mentioned marking system to encourage Make in India companies</p> <p>>=75 : 5 marks <75 Resource : 4 marks</p>	
13	<p>PART-B: TECHNICAL CRITERIA FOR EVALUATION (CI No. 6) Bidder shall have own SOC and providing manage services to multiple customers and shall be operational since minimum last three years from the original date of bid opening.</p> <p>>= 20 customer : (10 marks) >= 10 and <20 customer : (7 marks) >= 5 and <10 customer : (5 mark)</p>	<p>Since we have signed NDAs with all our SOC customers, we will not be able to submit order/contract copies in evidence. We request you to kindly accept a self-declaration, giving names of customers to whom we are providing managed services.</p>	<p>Copy of PO hiding sensitive information as per NDA may be submitted. Proof of payment from customer along-with tax-invoices/certificate of experience can also be submitted.</p>
14		<p>Kindly consider the below mentioned marking system to encourage Make in India companies</p> <p>>=5 customers : (7 marks) <5 customer : (6 marks)</p>	<p>The said clause has been amended. Please refer amendment to the bidding document.</p>

15		<p>Bidder shall have own SOC and providing manage services to multiple customers and shall be operational since minimum last three years from the original date of bid opening:</p> <p>>= 5 customer : (10 marks) >= 3 and <5 customer : (7 marks) >= 1 and <2 customer : (5 mark)</p>	
16	<p>PART-B: TECHNICAL CRITERIA FOR EVALUATION (CI No. 8) Bidder shall have experience in execution of project of SIEM, SOAR and DAM in the Central / State Govt Organization / PSU / Public Listed Company in last 5 years from the original date of bid opening.</p> <p>>= 5 projects, each of SIEM, SOAR and DAM : 10 marks >= 2 and <5 projects, each of SIEM, SOAR and DAM : 7 mark >=1and<2 project each of SIEM, SOAR and DAM : 5 mark</p>	<p>We request you to kindly amend this criteria as follows:</p> <p>Bidder shall have experience in execution of project of SIEM/ SOAR/DAM in the Central / State Govt Organization / PSU / Public Listed Company in last 10 years from the original date of bid opening.</p> <p>>= 5 projects, each of SIEM, SOAR and DAM : 10 marks >= 2 and <5 projects, each of SIEM, SOAR and DAM : 7 mark >=1and<2 project each of SIEM, SOAR and DAM : 5 mark</p>	<p>The said clause has been amended. Please refer amendment to the bidding document.</p>
17		<p>We request you to kindly amend this criteria as follows:</p> <p>Bidder shall have experience in execution of project of SIEM, SOAR, DAM in the Central / State Govt Organization / PSU / Public Listed Company in last 10 years from the original date of bid opening.</p> <p>>= 5 projects, each of SIE/SOAR/ DAM : 10 marks >= 2 and <5 projects, each of SIEM/SOAR/ DAM : 7 mark >=1and<2 project each of SIEM, SOAR and DAM : 5 mark</p>	

18	<p>Proposed OEM solution (SIEM, SOAR and DAM) has been supplied and implemented in the Central / State Govt Organization / PSU / Public Listed Company in last 5 years from the original date of bid opening.</p> <p>>= 5 projects, each of SIEM, SOAR and DAM : 10 marks >= 2 and <5 projects, each of SIEM, SOAR and DAM : 7 mark >=1and<2 project each of SIEM, SOAR and DAM : 5 mark</p>	<p>Proposed OEM solution (SIEM, SOAR and DAM) has been supplied and implemented by SI/ OEM in the Central / State Govt Organization / PSU / Public Listed Company in last 5 years from the original date of bid opening.</p> <p>>= 5 projects, each of SIEM, SOAR and DAM : 10 marks >= 2 and <5 projects, each of SIEM, SOAR and DAM : 7 marks >=1and<2 project each of SIEM, SOAR and DAM : 5 mark</p>	<p>Provision of Bidding Document remain unchanged</p>
19	<p>PART-B: TECHNICAL CRITERIA FOR EVALUATION (CI No. 9) Bidder shall have experience in execution of at-least one project on all proposed solutions i.e. SIEM, SOAR, DAM, NBAD and UEBA in the Central / State Govt Organization / PSU / Public Listed Company in last 3 years from the original date of bid opening.</p> <p>Yes - 5 No - 0</p>	<p>The proposed solutions are relatively newer technologies and may not be possible for MII OEMs to exhibit the experience criteria of this clause. We request you to kindly remove this criteria completely.</p>	<p>Provision of Bidding Document remain unchanged</p>
20	<p>PART-B: TECHNICAL CRITERIA FOR EVALUATION (CI No. 9) Bidder shall have experience in execution of at-least one project on any three proposed solutions i.e. SIEM, SOAR, DAM, NBAD and UEBA in the Central / State Govt Organization / PSU / Public Listed Company in last 3 years from the original date of bid opening.</p> <p>Yes - 5 No - 0</p>	<p>Bidder shall have experience in execution of at-least one project on any three proposed solutions i.e. SIEM, SOAR, DAM, NBAD and UEBA in the Central / State Govt Organization / PSU / Public Listed Company in last 3 years from the original date of bid opening.</p> <p>Yes - 5 No - 0</p>	<p>Provision of Bidding Document remain unchanged</p>

21	<p>PART-B: TECHNICAL CRITERIA FOR EVALUATION (CI No. 10) Bidder shall have Cyber Security certified professionals having valid certification on CISSP/OSCP/CISA/CISM</p> <p>>=10 Resource : 5 marks >=5 and <10 Resource : 3 marks >=1 and <5 Resource : 2 marks</p>	<p>We request you to kindly amend this criteria as follows:</p> <p>Bidder shall have Cyber Security certified professionals having valid certification on CISSP/OSCP/CISA/CISM/CEH/CCSP/CCNP Security</p> <p>>=10 Resource : 5 marks >=5 and <10 Resource : 3 marks >=1 and <5 Resource : 2 marks</p>	<p>The said clause has been amended. Please refer amendment to the bidding document.</p>
22	<p>Approach & Methodology: 10 marks</p> <ol style="list-style-type: none"> 1. Understanding of POSOCO operating environment and scope. 2. Project Execution Methodology (Solution Design & Project Plan) and Risk Mitigation Plan. 3. Project Plan & Adherence to Timeline. 4. Involvement of proposed OEMs. 	<p>Approach & Methodology- 15 Marks</p> <ol style="list-style-type: none"> 1. Understanding of POSOCO operating environment and scope. 2. Project Execution Methodology (Solution Design & Project Plan) and Risk Mitigation Plan. 3. Project Plan & Adherence to Timeline. 4. Involvement of proposed OEMs. 	<p>Provision of Bidding Document remain unchanged</p>
	<p>PART-B: TECHNICAL CRITERIA FOR EVALUATION (CI No. 12) Bid Evaluation: Only those bids which have scored 80 and above in the technical evaluation will be considered qualified and financial bids of those bidders shall be opened. However, if none or less than 3 numbers of bidders achieve score of 80 or above marks in technical bid, then top 3 ranked bidders will be considered qualified and financial bids of those bidders shall be opened.</p>	<p>We request you to kindly amend this criteria as follows:</p> <p>Bid Evaluation: Only those bids which have scored 60 and above in the technical evaluation will be considered qualified and financial bids of those bidders shall be opened. However, if none or less than 3 numbers of bidders achieve score of 60 or above marks in technical bid, then top 3 ranked bidders will be considered qualified and financial bids of those bidders shall be opened.</p>	<p>The said clause has been amendment. Please refer amendment to the bidding document.</p>

23	<p>Payment Terms (CI No. 14) <u>% of Supply Payment</u> 1.On Delivery of all Solution as per scope: 60% 2. Installation, Commissioning & Configuration of Solution as per scope: - 3. Implementation Closure: which includes integration with sites mentioned in the Scope of the RFP and also integration with the other solutions procured in this RFP, i.e. making the SOC operational UAT, and receiving sign off.: 30% 4. After 6 months post Go-live: 10%</p>	<p>We request you to kindly amend the supply payment terms as follows:</p> <p><u>% of Supply Payment</u> 1.On Delivery of all Solution as per scope: 80% 2. Installation, Commissioning & Configuration of Solution as per scope: - 3. Implementation Closure: which includes integration with sites mentioned in the Scope of the RFP and also integration with the other solutions procured in this RFP, i.e. making the SOC operational UAT, and receiving sign off.: 15% 4. After 6 months post Go-live: 5%</p>	<p>Provision of Bidding Document remain unchanged</p>
24		<p>Please change the Payment terms as 80% on Delivery and 20% on final commissioning. 5. SOC Operation cost should be min 20% of the total project cost.</p>	
25	<p>Payment Terms (CI No. 14) <u>% of Installation Payment</u> 80% after Go-Live 20% After 6 months post Go-live.</p>	<p>We request you to kindly amend the supply payment terms as follows:</p> <p>90% after Go-Live 10% After 3 months post Go-live.</p>	
26	<p>Qualifications of L1, L2, L3 resources (CI No. 5.3. Manpower During Maintenance Contract) Qualifications of L1 Resources: More than 3 years of IT experience, out of which at least 1 years will be on Security domain and in dealing with SOC systems on proposed OEM.</p>	<p>We request you to kindly amend the qualifications of L1 resources as follows:</p> <p>More than 2 years of IT experience, out of which at least 1 years will be on Security domain and in dealing with SOC systems.</p>	<p>Provision of Bidding Document remain unchanged</p>

27	<p>1. Scope of the project (CI No. 1. Scope of the project) iv. Reporting and logging of all security incidents through the use of appropriate ticketing tools. Track and monitor the closure of these information security incidents and escalation of these incidents to appropriate teams/ individuals of Owner</p>	Bidder request to share the details of existing ticketing tool so that same can be leveraged. Or, please confirm if Bidder need to propose the new ticketing tool.	Bidder has to consider in their proposal
28	vi. Bidder has to conduct policy identification exercise for target scope; perform asset classification based on understanding of business flow of critical data and business impacting processes. Bidder has to provide adequate resources for implementation and facility management.	Bidder request to confirm the availability of Data Classification Tool to get leveraged and meet the functional requirements	No 'Data Classification Tool' is available.
29	xv. Bidder to provide regular updates/upgrades/patches released by the OEM during the entire contract period. All updates/upgrades/patches has to be applied in the UAT Environment within 15 days of release of updates/upgrades/patches by the OEM and approved by Owner. Updates/upgrades/patches has to be applied in Production, within 60 days of release of updates/upgrades/patches by the OEM and approved by Owner. However, there may be a requirement of deployment of critical patches on urgent basis, bidder to deploy the same post approval and as per the instructions from Owner.	As per RFP there will be a UAT environment but somehow there is no mentioning of UAT setup in BOM section. Bidder request to amend the specific sections of document as per the business requirement.	Bidder has to consider as per the requirement.
30	xvi. Bidder shall be responsible to integrate any new devices, software etc. to be procured by the Owner as an additional requirement or upgradation of existing IT & OT system. Number of sites to be integrated with proposed SOC may also vary and bidder has to integrate it. Bidder has to integrate all those without any additional cost implication to the owner during entire period of contract of five year from Go-Live.	Bidder request to share the details or probable volumetric to propose the efforts accordingly.	Bidder has to consider scope of work as per the requirement.
31	xx. All the services / solutions in scope needs to be designed and implemented with adequate redundancy and fault tolerance to ensure compliance with SLAs for uptime as outlined in this RFP.	Please confirm whether Bidder to supply the devices as per the Technical BOM or Bidder shall adhere the Solution with adequate redundancy and fault tolerance requirement	Redundant solution has not been considered under the project, wherever, bidder has to ensure SLAs for uptime as outlined in this RFP.

32	<p>9. Duration of Contract (CI No. 9. Duration of Contract) ii. After the expiry of contract after Two years (and owner has not opted extension), selected bidder has to deploy one manpower (L2) on 16x7 (8 hrs. two shift for 7 days) basis to assist Owners manpower.</p>	<p>Bidder request to share the term/tenure for which the L2 on 16x7 (8 hrs. two shift for 7 days) basis are required to assist Owners manpower.</p>	<p>Provision of Bidding Document remain unchanged</p>
33	<p>Bill of Quantity (CI No. Bill of Quantity) Comprehensive Operation and Maintenance (Minimum 30% of Total Supply and Implementation portion Cost) L3 Resource Cost- Lot -01</p>	<p>Bidder request to share some more insights/details about that what does it mean by the word LOT here or is it just a typo error.</p>	<p>LOT shall be governed as per the requirement of the corresponding item description read in conjunction with relevant provisions of Technical Specifications. The bid price for the said LOT (for which the quantities are to be estimated by the Bidder) shall remain constant during currency of the contract. It may also be noted that the price quoted for Comprehensive Operation and Maintenance shall be 30% of the Total Price quoted for Supply and Implementation Cost as brought out in Annexure-A of ATC uploaded with bidding documents</p>
34	<p>2. Scope of the project (CI No. 2. Scope of the project) iii. Root Cause Analysis of the incidents (Major & Minor) to identify threat sources and proactive measures to prevent recurrence with identification of patient zero and blast radius.</p>	<p>Bidder suggest to rephrase the requirement as following "Root Cause Analysis of the incidents (Major & Minor) to identify threat sources and proactive measures to prevent recurrence with identification of patient zero and blast radius.</p>	<p>Provision of Bidding Document remain unchanged</p>
35	<p>iv. Reporting and logging of all security incidents through the use of appropriate ticketing tools. Track and monitor the closure of these information security incidents and escalation of these incidents to appropriate teams/ individuals of Owner.</p>	<p>Bidder request to share the details of existing ticketing tool so that same can be leveraged. Or, please confirm if Bidder need to propose the new ticketing tool.</p>	<p>Bidder has to consider in their proposal</p>

36	Work Schedule (CI No. Work Schedule) Phase 1- Supply of all Solutions- Within two weeks from issuance of Letter of Award	Bidder request to change the timelines as per actuals i.e. within 4-6 weeks as order booking and order processing from SI and OEM end are time consuming	Provision of Bidding Document remain unchanged
37	Phase 3- Documentation, Testing (Final Acceptance Test (FAT)) and Training- Within Two week after successful completion of Phase-II.	In accordance to work requirement from documentation prospective 04 weeks will be required to complete the task	Provision of Bidding Document remain unchanged
38	iii. OEM support/warranty for all supplied solutions for a period of five years after Go-Live which inter-alia include update/upgrade of patches etc.	Bidder request to amend the clause as following iii. OEM support/warranty for all supplied solutions for a period of five years from the date of license issue (device supply) which inter-alia include update/upgrade of patches etc. OR If Go-Live Date is to be considered as Start Date then work schedule section's actual (timelines after corrigendum) need to be added in OEM warranty start Date.	Provision of Bidding Document remain unchanged. Further, Go-Live is clearly defined in scope of work.
39	4.1. Implementation and Integration Scope (CI No. 4.1. Implementation and Integration Scope) c. New Applications and hardware to be implemented during the contract period d. Existing and New Devices	Bidder request to share the probable count of Device Types which may be required to get onboard at SIEM during contract period, in future.	Tentative list of devices is already given in scope of work, however, bidder has to integrate future devices also as per T&C of bidding document.
40	viii. Bidder shall be responsible for timely compliance of all audits and Vulnerability Assessment (VA-PT) audit observations as and when shared by Owner. Bidder shall conduct once VA-PT of supplied software before Go-Live.	Somehow, there is no mentioning of VAPT tool requirement in BOQ section. Please clarify whether Bidder need to propose the same or existing tool from POSOCO end need to be leveraged.	One-time VA-PT is in bidder scope of supplied solution. Other compliance responsibility will be in bidders scope.

41	<p>Design Considerations (CI No. Design Considerations) h. NBAD and DAM (if required) shall be deployed at each site, necessary provision should be considered by the bidder.</p>	<p>Bidder request to confirm whether NBAD and DAM is required for all sites or one some specific sites. Please share the volumetric also to arrive at the BOQ & BOM</p>	<p>For all sites.</p>
42	<p>6. Service Level Agreement (SLA) (CI No. 6. Service Level Agreement (SLA)) • The total deduction per quarter shall not exceed 10% of the total QP value.</p>	<p>Bidder request to revise the SLA penalty clause as following "The total deduction per quarter shall not exceed 10% of the total QP value of Operations cost. Product/License Cost will not be considered under SLA calculation."</p>	<p>Provision of Bidding Document remain unchanged</p>
43	<p>Technical Specifications (CI No. Technical Specifications) The SIEM should support a Sustained EPS of 15000 EPS /750 GB per day considering a byte size of 600 bytes at all layers from day one. It should be able to handle a burst of 1.25 times of the sustained EPS in real time at any given point in time without any drop or queuing of events. Raw and normalized Logs should be handled and stored in tamper proof way across SIEM solution. alter/modify tamper rights w.r.t Raw logs.</p>	<p>The calculation of 750 GB/Per Day @15000 EPS of 600 bytes average event is correct but somehow the RAW event itself size 600 bytes. Normalized logs will need additional space. Bidder request to either review the sizing calculation or let it size by the respective bidders as per specific OEMs event size input@15000 EPS for RAW & Aggregated events collection & retention.</p>	<p>Please provide computation and storage sizing as per the technical requirement.</p>
44	<p>Buyer Added Bid Specific Terms and Conditions point no. 13 Past Project Experience: The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid.....</p>		<p>Provision of Bidding Document remain unchanged</p>

45	<ul style="list-style-type: none"> • Payment Terms: Kindly request POSOCO to revise payment term as Delivery - 80%, Implementation - 20%, Against BG or after 6 months of go-live - 10% • Quantity Variation: The quantity variation will be done within 6 months of first PO. Also the prices for the additional quantity will be as per mutually agreeable basis. • Termination for convenience: Kindly request POSOCO to remove termination for convenience clause. • Risk Purchase Clause: Kindly request POSOCO to remove risk purchase clause 		Provision of Bidding Document remain unchanged
46	<p>PART-A: PRE-QUALIFICATION CRITERIA "ix. The Bidder shall have valid ISO/IEC 27001 certification." Request to consider the ISO Certificate of Bidder/Groups of Companies Please amend to Bidder/Group/OEM PART-A: PRE-QUALIFICATION CRITERIA</p> <p>"xi. The minimum local content of proposed NG-SIEM solution shall be 60% of total cost of the NG-SIEM product. Self-certification from OEM shall be submitted as per the format attached as Form-1 of Annexure-H."- Please remove</p>		Provision of Bidding Document remain unchanged
47	<p>Page 45. 46 Manpower 10 days overlap is difficult please make it 1 month 1 yearly change in L1 L2 is allowed please amend it to 2,3 yearly change Please cap SLA penalty to 5% overall</p>		Provision of Bidding Document remain unchanged

48	<p>PART-A: PRE-QUALIFICATION CRITERIA</p> <p>i. Commercial Experience Eligibility Criteria:</p> <p>a. Three orders each executed for the similar item where executed value is not less than the amount equal to 15% of the estimated cost (i.e. Rs 1.95 Cr).</p> <p>OR</p> <p>b. Two orders each executed for the similar item where executed value is not less than the amount equal to 20% of the estimated cost (i.e. Rs 2.6 Cr).</p> <p>OR</p> <p>c. One order executed for the similar item where executed value is not less than the amount equal to 35% of the estimated cost (i.e. Rs 4.5 Cr).</p>	Kindly consider the limit of point (a) to 1 Crore	Provision of Bidding Document remain unchanged
49	<p>PART-A: PRE-QUALIFICATION CRITERIA</p> <p>Point viii</p> <p>The Bidder shall have Head or Branch office in Delhi & with a strength to provide all the services envisaged under the contract from local resources i.e. Delhi & NCR.</p>	Kindly consider this - Once the order letter is given, company should open a liaison office in Delhi providing all the services envisaged under the contract.	Provision of Bidding Document remain unchanged

Technical Clarification

Sr. No.	Tender Original Clause	Clarification	Request for change/addition/modification/deletion	POSOCO's Response
1	The solution must support automated identification and classification for type of assets (i.e. servers, network devices, mail servers, data base servers etc.,)	Auto-asset categorization is done using filters from our GUI and asset tagging is currently being done using the agents that are deployed to collect logs from devices. The intelligent agent is able to add a meta-data tag that helps users identify the type of asset	Please accept the our clarification to enable us to participate in the bid	If the meta data tag can identify and classify the type of assets then we can accept this clause.
2	The solution must ensure all distributed system components continue to operate when few parts of the NG-SOC solution fails or loses connectivity (i.e. management engine goes off-line all separate collectors continue to capture logs).	Our engines are built using auto-detect failures and if at all there is a failure in any one of the engines, (co-relation, management, alerting, etc), it has an auto-recovery enabled which will automatically revive that particular system component	Please accept the our clarification to enable us to participate in the bid	OK
3	The solution should allow a wizard-based interface for rule creation. The solution should support logical operations and nested rules for creation of complex rules.	Our wizards are more of a drop down menu where the user can select the fields that are required for creating complex rules	Please accept the our clarification to enable us to participate in the bid	We need to create rules, drop down menu wouldn't suffice the requirement. OEM has to meet the requirement

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4	The solution shall allow bandwidth management, rate limiting, at the log collector level.	We currently providing throttling but not bandwidth restriction	Please accept the our clarification to enable us to participate in the bid	OEM has to meet the requirement
5	Log Search Interface: The proposed solution must provide a simple, intuitive search interface using following search methodologies: a) Search Drilldown	We show all the information using graphs, and events that are parsable and searchable. Search drilldown currently not supported, is in development phase and will be made available within the next three months	Please accept the our clarification to enable us to participate in the bid	As per the tender document requirement, all feature shall be available on or before bid opening date.
6	b) Search Patterns			
7	c) Search Operators			
8	d) Regular Expression Help			
9	e) Flow-based Searches			
10	f) Search Criteria			
11	g) Search Time Range			
12	h) Search Results View			
13	i) Search Export			
14	j) Search Combinations			
15	The solution must have an automated backup/archival/ recovery process. Please mention expected downtime for backup/ archival/ recovery process.	There will be no downtime for backup and archival but there will be an estimated down time of a minimum of 4 hours depending on the size of the archived data	Please accept the our clarification to enable us to participate in the bid	OEM has to meet the requirement
16	Remote File System: The proposed solution must provide a web interface for mapping to remote file systems using NFS or CIFS to backup log data or read raw log files into the system.	We currently are providing support for NFS/CIFS using our backend engine and not UI	Please accept the our clarification to enable us to participate in the bid	
17	Retention Policies: The proposed solution must provide the ability to define multiple retention	We currently are providing support for this using our backend engine and not UI	Please accept the our clarification to enable us to participate in the bid	

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	policies based on time periods, storage allocation, device type, governance, etc.			
18	Retention Enforcement: The proposed solution must enforce data retention policies automatically without necessitating manual data disposition or clean –up efforts.	We currently are providing support for this using our backend engine and not UI	Please accept the our clarification to enable us to participate in the bid	
19	Retention Policy Suspension: The proposed solution must provide the ability to suspend the retention policy manually and allow administrators to increase the retention period dynamically for the purpose of evidence preservation in the event of pending litigation.	We currently are providing support for this using our backend engine and not UI	Please accept the our clarification to enable us to participate in the bid	
20	All data including logs, alerts etc. should be extractable & exportable without OEM dependent tools & techniques.	We currently are providing support for this using our backend engine and not UI	Please accept the our clarification to enable us to participate in the bid	
21	Centralized Management: The proposed solution must be managed centrally to configure all features, backup configurations and push software updates etc. using one centralized interface.	All management functions currently need to be done using CLI, the development of user interface is underway	Please accept the our clarification to enable us to participate in the bid	
22	The solution must provide many correlations rules out-of-the-box. Again, option of creating/configuring new rules must be available. Please provide the complete list/count of rules which are available out of the box from the system	We currently are giving 50 out-of-the-box but based on the IT setup you have we customize further correlation rules for most optimal use	Please accept the our clarification to enable us to participate in the bid	

Sr. No.	Tender Original Clause	Clarification	Request for change/addition/modification/deletion	POSOCO's Response
23	The solution must provide a mechanism to capture all relevant aspects of a security incident in a single logical view. This view should include relevant events, network activity data, correlated alerts, vulnerability data, etc.	We have different screens where our modules such as alerts, cases and query engines are placed, currently we do not support single logical view	Please accept the our clarification to enable us to participate in the bid	
24	Dynamic / Static Lists: The proposed solution must allow users to define either whitelist or blacklists that can be used as inclusion or exemption during the correlation process. Additionally, the correlation engine should utilize dynamic lists to provide important information such as shared user monitoring, session tracking, attack history and privileged system access. Product must support import capability to create/ update monitoring list which can be dynamically add/ remove values without manual intervention	We currently do not support dynamic lists ingestion for this	Please accept the our clarification to enable us to participate in the bid	
25	Correlation Performance: The proposed solution must be capable of efficiently presenting categorized data to the correlation engine to allow real -time detection and response.		Please accept the our clarification to enable us to participate in the bid	OEM has to meet the requirement
26	Rule Chains: The system must provide the ability to allow rules to be triggered in a series, matching various correlation activity before an alert is generated.	We currently do not have rule chaining feature but we allow users to create different rules to match/get output that is expected from rule chaining	Please accept the our clarification to enable us to participate in the bid	OEM has to meet the requirement

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27	Content Editor: The proposed solution must provide a common interface to create or modify resources within the system. All aspects of this editor must apply to the development of rules, reports, dashboards and any other resource that will be created in the system.	We currently do not have a single window view for this, different components have individual interface for modifying the content	Please accept the our clarification to enable us to participate in the bid	OEM has to meet the requirement
29	Proposed solution should help the analysis in various Network Threat	We currently are able to do using Threat Intelligence that we provide out of the box for threat detection and enrichment	Please accept the our clarification to enable us to participate in the bid	As per the requirement it will be deployed at all six locations. As per the proposed architecture, SIEM shall be deployed at main control centre only. Hence, required feature to be meetd.
30	Detection use cases as listed below, but not limited to			
31	a. Continuous Monitoring: Ability to capture network traffic, index and play back all network data, and to provide Analyst with timely, targeted and prioritized information			
32	b. Detect Suspicious traffic to an Unknown Country: Meta should provide all details in terms of Country name, Business context, IP - From and To Information. Analyst should be able to isolate such traffic swiftly and investigate the payload for any malicious egress or ingress. It should also have provision for analysts to integrate with Sandboxing environment for malware analysis.			
33	c. Remote Access / Web Shells: Full session reconstruction gives visibility into a common artifact left by attackers communicating with Web Shells (HTTP POST, no GET, no Referrer). After initial detection of suspicious activity, Proposed Solution should allow an analyst to see what the threat actor was doing on the			

Sr. No.	Tender Original Clause	Clarification	Request for change/addition/modification/deletion	POSOCO's Response
	compromised host, reconstruct exfiltrated data, and track lateral movement.			
34	d. Spear Phishing: Proposed Solution should reconstruct network protocols on the wire and can extract and analyze files being transferred. Combining this with deep file inspection, file anomalies signifying potentially malicious executable delivery can be alerted on and investigated. Spear phishing is a common delivery mechanism employed by attackers, often carrying malicious files (e.g. Encrypted executables, weaponized PDFs).			
35	e. Dynamic DNS - Data Exfiltration: Proposed Solution should reconstruct network protocols on the wire and can extract and			
36	analyze files being transferred. A common data exfiltration technique used by threat actors involves uploading archive files to external hosts using dynamic DNS domains. Proposed Solution can extract the root domain for dynamic DNS providers and detect uploads (e.g. HTTP upload) of data and uncover the impact to business.			
37	f. Malicious Protocols - Gh0st RAT: Many commonly used remote access tools (RATs) have been programmed with custom network			

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	protocols to evade detection by traditional tools.			
38	g. Proposed solution should support through full session reconstruction and deep inspection into network traffic, is able to detect the Gh0st RAT protocol in real-time			
40	Reports can be delivered as CSV, Email, PDF	We don't have email delivery system for reports	Please accept the our clarification to enable us to participate in the bid	OEM has to meet the requirement
41	Ability to schedule reports with periodic intervals	We configure this using backend cron jobs	Please accept the our clarification to enable us to participate in the bid	User shall be able to schedule the reports as per the requirement from UI.
42	Work-centric UI with case management, or input to third-party solutions	We have different UI components for different feature sets	Please accept the our clarification to enable us to participate in the bid	OEM has to meet the requirement through single UI
43	The solution should support model which are interconnected or chaining feature to incorporate output from one ML model to be provided as input to another ML model. This is required for correlation of multiple user-based attacks.	Our ML models are not interconnected, each ML model has a separate output that is produced	Please accept the our clarification to enable us to participate in the bid	OEM has to meet the requirement
44	Machine learning should support following types of data science models at min.: 1) Time based models 2) Discrete Models 3) Categorical Model 4) Continuous Model	We currently do not support Discrete type models	Please accept the our clarification to enable us to participate in the bid	OEM has to meet the requirement