

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION  
SOFTWARE MANAGEMENT DIRECTORATE**



**NOTICE INVITING E-TENDER  
FOR  
Selection of Service Provider for Supply, Installation,  
Test and Configure DRM Tool, Data Migration and  
Replication Setup for DC-DR site at  
Central Water Commission**

Last date for online submission of e-Tender : 12.3.2019 up to 3:00 PM  
Date of opening of e-Tenders (Technical bid) : 12.3.2019 at 3:30 PM

**OFFICER INVITING THE E- TENDER:**

**Deputy Director, Software Management Directorate, CWC  
Sewa Bhawan, R.K. Puram, New Delhi – 110 066**

**(Certified that this document contains total 34 Pages)**

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## SECTION I

1. The Deputy Director, Software Management Directorate, Central Water Commission (CWC), New Delhi (hence forth called as purchaser) on behalf of the President of India invites online bids on ETS Portal of Telecommunications Consultants India Ltd (TCIL) in two bid format for “Selection of Service Provider for Supply, Installation, Test and Configure DRM Tool, Data Migration and Replication Setup for DC-DR site at Central Water Commission”.
2. Tender Document is available on TCIL website URL <https://www.tcil-india-electronictender.com>, Central Public Procurement (CPP) Portal URL [www.eprocure.gov.in](http://www.eprocure.gov.in) and CWC website URL <http://cwc.gov.in> & <http://old.cwc.gov.in>. The bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com> up to 1500 Hrs of 12<sup>th</sup> March 2019.
3. Tender methodology proposed to be adopted by the CWC will be “TWO Bid systems” i.e. Technical Bid and Commercial Bid with Technical Bid containing prequalification also.
4. **Minimum Eligibility Criteria:**

The Bidder:

- i. Should be an ISO certified company registered under Indian Companies Act 1956. The Bidder should also be registered with Service Tax Department of the Government of India and have other mandatory registrations such as PAN/ TAN etc.
- ii. Should be the Original Equipment Manufacturer (OEM) / Authorized Dealer/ Distributor/ Channel Partner / System Integrator of OEM. Bidders quoting as Authorized Distributors/ dealers of the manufacturer will be considered provided the Bidder furnishes Authorization / MAF from the OEM along with the Technical Bid.
- iii. Should be a registered company/ firm with valid GST No.
- iv. Should be in existence in computer hardware sales / services business / IT services for the last five (5) years ending on the last day of the month previous to the one in which the tender is invited.
- v. Should have minimum average turnover of Rs 5 Crore per annum during the last three (3) fiscal years ending 31<sup>st</sup> March 2018. In case of Bidder not himself the manufacturer, the turnover should be of its own and not that of the principal. The turnover refers to a company and not the composite turnover of its subsidiaries/sister concerns etc. Bidders must submit copy of audited balance sheet as proof of turnover, highlighting the turnover part.
- vi. Should be a profit making company for at least 1 year out of last 3 years as evidenced from the CA Certificate / Balance sheets.
- vii. The Bidder should have office in Delhi/ NCR.
- viii. Should not have been debarred or blacklisted by any Central/ State Government/ Public Sector Undertaking/ Autonomous Bodies under Central and State Governments in India. A self-certificate that the bidder hasn't been black listed by any institution of the Central/State government in the past three years ending on the last day of the month previous to the one in which the tender is invited, to be submitted.
- ix. Should have successfully delivered and installed servers/ workstations/ computers / IT services/ LAN set up etc during the last five (5) years ending on the last day of the month previous to the one in which the tender is invited, fulfilling the followings:
  - a. (i) three supply order each costing not less than ₹ 66 lakhs;  
or  
(ii) two supply order each costing not less than ₹ 99 lakhs;

Or

(iii) one supply order costing not less than ₹ 132 lakhs.

and

b. One supply order not less than the amount equal to ₹ 66 lakhs with Central Government Departments/State Government Departments/Central Autonomous Body/Central Public Sector undertakings.

5. There will be **pre-bid meeting** for this tender with the intending bidder at 1500 Hrs at S M Dte, Training Lab, 6th Floor (S), Sewa Bhawan, R.K. Puram, New Delhi-110066 on **7<sup>th</sup> March 2019**. Interested bidders may also raise their queries also by writing email at [smdte@nic.in](mailto:smdte@nic.in). Queries of bidder should preferably be received in this office by 1800 Hrs on 6<sup>th</sup> March 2019.

6. **Schedule of events:**

i. Purpose	:	Selection of Service Provider for Supply, Installation, Test and Configure DRM Tool, data migration and Replication setup for DC-DR site at Central Water Commission
ii. Cost of Tender	:	₹ 1000/-
iii. Bid Security/ Earnest Money Deposit	:	₹ 3,30,000/-
iv. Bid Validity	:	120 days from the date of opening of technical bid.
v. Completion of the delivery and installation at Pune & New Delhi.	:	30 days from the date of issue of Purchase Order.
vi. Date of commencement of downloading of Tender Documents	:	<b>01.03.2019 at 6.30 pm</b>
vii. Last date & Time for online submission of Bids	:	<b>12.03.2019 at 3.00 pm</b>
viii. Last date & Time for submission of Tender Fee and Bid Security/ Earnest Money Deposit	:	<b>12.03.2019 at 3.00 pm</b>
ix. Date & Time of opening of Technical Bids	:	<b>12.03.2019 at 3.30 pm</b>
x. Date and Time of opening of Financial Bids	:	<b>To be announced later</b>
xi. Venue of Technical and Financial Bids opening	:	6 <sup>th</sup> Floor (S), Sewa Bhawan, R.K. Puram, New Delhi-110066.

7. Bidders are advised to study all technical and commercial aspects, instructions, forms, terms and specifications carefully in the tender document. Failure to furnish all information required in the tender document or submission of a Tender not substantially responsive to the tender document in every respect will be at the bidders risk and may result in the rejection of the bid.
8. CWC will not be responsible for any costs or expenses incurred by bidders in connection with the preparation and online submission of bids.
9. CWC reserves the right to cancel, postpone, withdraw the invitation for Bids without assigning any reason thereof and shall bear no liability whatsoever consequent upon such a decision if the situation so warrants.
10. CWC reserves the right to reject any or all the tender(s) received without assigning any reason thereof.

11. CWC reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
12. On acceptance of tender, the date of delivery should be strictly adhered to otherwise, CWC reserves the right not to accept the delivery in full or in part and in case the order is not executed within the stipulated period, CWC will be at liberty to make purchase through other sources, and to forfeit the earnest money of the bidder.
13. All correspondence with regard to the above shall be made to the following address:

**Deputy Director (SMD),  
Central Water Commission,  
6<sup>th</sup> Floor (S), Sewa Bhawan,  
R.K. Puram, New Delhi – 110 066  
Email – [smdte@nic.in](mailto:smdte@nic.in)**

Deputy Director (SMD)  
CWC, New Delhi  
Tel. No: 011-29583603  
011-29583737

## SECTION II

### **INSTRUCTION TO BIDDERS**

#### **1. INTRODUCTION:**

- 1.1 E-Tender is available on TCIL website URL <https://www.tcil-india-electronictender.com>, Central Public Procurement (CPP) Portal URL [www.eprocure.gov.in](http://www.eprocure.gov.in) and CWC website URL <http://cwc.gov.in> and <http://old.cwc.gov.in>
- 1.2 Bidder who has downloaded the tender shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
- 1.3 Government of India has made it mandatory to make all procurement with estimated value of ₹ 2 lakh or more through e-procurement mode. For conducting e-procurement, Central Water Commission has decided to use the ETS portal of TCIL, a Government of India Undertaking. Bids may be submitted online only at TCIL Portal <https://www.tcil-india-electronictender.com>.
- 1.4 For online submission of bids on ETS portal, bidders need to register with TCIL. Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through TCIL portal. For any help, TCIL/ ETS Helpdesk may be contacted:

<b>TCIL/ ETS Helpdesk</b>	
Telephone/ Mobile	Customer Support (09:30 hrs to 18:00 hrs, Monday to Friday except on Gazetted holidays): +91-11-26241790 (multiple lines)  Emergency Support Mobile Numbers (during non-working hours of the Helpdesk):  +91-9868393775, 9868393792, 9868393717
E-mail ID	ets_support@tcil-india.com

- 1.5 Intending bidders are advised to check TCIL Portal/ CPP Portal/ CWC website for any corrigendum / amendment.
- 1.6 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

#### **2. TENDER FEE:**

- 2.1 The interested eligible bidder has to submit the tender fee of ₹ 1000/- (Rupees One Thousand Only) in the form of a Demand Draft drawn in favour of DDO-II, CWC, New Delhi, payable at New Delhi to the Deputy Director (SMD), Central Water Commission (CWC) before the last date/ time of submission of online bids. The tender fee will be non-refundable.

#### **3. BID SECURITY / EARNEST MONEY DEPOSIT (EMD):**

- 3.1 The bidder has to submit a Bid Security/Earnest Money Deposit (EMD) of ₹3,30,000/- (Rupees Three Lac Thirty Thousand Only) in the form of a Demand Draft drawn in favour of DDO-II, CWC, New Delhi, payable at New Delhi to the Deputy Director (SMD), CWC before the last date/ time as stipulated in the Section-I of Tender.

- 3.2 The Bid Security Cost shall remain valid for a period of ninety (120) days from the date of opening of technical bid.
- 3.3 The E.M.D may be forfeited due to following reasons:
- a) If the Bidder withdraws bid during the period of bid validity.
  - b) If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity.
    - i. fails or refuses to execute the Contract Form, if required; or
    - ii. fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders;
- 3.4 Unsuccessful bidder's EMD shall be refunded back as promptly as possible, but not later than thirty (30) days after the expiry of the period of bid validity.
- 3.5 The Bid Security of successful bidder shall be returned only after the submission of their acceptance against the issued award of contract within the stipulated time period and furnishing of the performance security.
- 4. COST OF BIDDING:**
- 4.1 The Bidder shall bear all costs associated with the preparation and online submission of its Bid and purchaser will in no case be responsible or liable for these costs, regardless of conduct or outcome of the bidding process.
- 5. LANGUAGE OF BID:**
- 5.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and CWC, shall be in English only.
- 6. BID PRICES:**
- 6.1 The Bidders would have to quote the prices in Indian Rupees only for the total scope of work.
- 7. FIRM PRICES:**
- 7.1 Prices quoted must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, whatsoever.
- 8. DISCOUNT:**
- 8.1 The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the Purchaser shall avail such discount at the time of award of contract.
- 9. PERIOD OF VALIDITY OF BIDS:**
- 9.1 The offer submitted by the bidder shall be valid for a period of 90 days from the date of opening of technical bid. A proposal valid for a shorter period may be rejected as nonresponsive.
- 9.2 In exceptional circumstances, CWC may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email). A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 10. AMENDMENT IN BIDDING DOCUMENT:**
- 10.1 At any time prior to the deadline for online submission of bids, the purchaser, for any reason, may modify the Tender Document by online notification of amendment on TCIL web site URL <https://www.tcil-india-electronictender.com>, Central Public Procurement (CPP) Portal URL [www.eprocure.gov.in](http://www.eprocure.gov.in) and CWC website URL

**11. LAST DATE FOR ONLINE SUBMISSION OF BIDS:**

- 11.1 The bids may be submitted online on the TCIL Portal <https://www.tcil-india-electronictender.com> only up to 2:30 PM of 8<sup>th</sup> March 2019.
- 11.2 The Purchaser may, at its discretion, extend the last date/ time of submission of online bids by amending the Tender Document, in which case all rights and obligations of the Purchaser and Bidders previously subject to the last date/ time of submission of online bids will thereafter be subject to the last date/time as extended.

**12. SUBMISSION OF DOCUMENTS:**

- 12.1 The following documents are to be submitted online in the technical bid part:
- a. Bid particulars as per Annexure 5.1.1 of Section-V.
  - b. Technical bid letter as per Annexure 5.1.2 of Section-V.
  - c. Signed and scanned copy of pre-qualification documents to establish eligibility criteria as under:
    - i. Authorisation letter from the OEM.
    - ii. Demand Drafts towards Bid Security/ Earnest Money Deposit and cost of tender documents.
    - iii. Company registration certificate.
    - iv. Documents in proof of GST No and PAN.
    - v. Last three years Income-tax Clearance Certificate.
    - vi. Audited Balance sheet of last five years.
    - vii. Supporting document to establish five years experience in IT hardware/Software business.
    - viii. Valid supply order of appropriate value with successful completion certificates of similar supply orders executed during the last 5 years as on last day of previous month.
    - ix. Undertaking that the Bidder has not been blacklisted by any Central/ State Government/ Public Sector Undertaking/ Autonomous Bodies under Central and State Governments in India.
  - d. Technical proposal indicating Disaster Recovery Monitoring Software and Implementation Services offered with detailed specifications.
- 12.2 The following documents are to be submitted online in the financial bid part:
- a. Financial bid letter as per Annexure 5.2.1 of Section-V.
  - b. Price bid as per Annexure 5.2.2 of Section-V.
- 12.3 The bidder has to submit following documents in hard copy in a sealed envelope before last date and time of submission of online bid otherwise the bid will not be considered for opening:
- i. Demand Draft towards Bid Security/ Earnest Money Deposit in original.
  - ii. Demand Draft towards tender fee in original.
  - iii. Pass Phrase for Technical & Financial bid in separate sealed envelopes.

**13. BID EVALUATION PROCESS:**



- 13.1 Technical Bids of only those bidders will be opened whose Earnest Money Deposit (EMD) /Bid Security and Tender Fees as received by the Purchaser before the last date/ time of submission of online bids.
- 13.2 Each document comprising Technical Bid as mentioned in the tender must be submitted with signature at all pages. The submitted documents must proof bidder's eligibility as specified in the Tender.
- 13.3 The Bidder will be dis-qualified in technical bid in case of absence of any one of the required document fulfilling eligibility criteria or mis-match in the technical specification of make & model specified by the bidder with the technical specification as mentioned in the Tender.
- 13.4 Financial bid of only those bidders will be opened who qualifies in Technical Bid.
- 13.5 Financial bid in the same format as mentioned in the tender must be submitted with signature at all pages.
- 13.6 Arithmetic Error, if any, in the price breakup will be rectified on the following basis:
  - a) If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected.
- 13.7 Ranking of the Bidders will be done according to the price quoted. Bidder who has quoted the lowest rate will be ranked first and so on.
- 14. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**
- 14.1 The Purchaser reserves the right to accept any bid, and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.
- 15. Purchaser's Right to Vary Scope of Contract**
- 15.1 The Purchaser may at any time, by a written order given to the Vendor pursuant to Clause 9 of Section III, make changes within the general scope of the Contract.
- 15.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Vendor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this Clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the Purchaser's changed order.
- 16. LETTER OF INTENT / NOTIFICATION OF AWARD:**
- 16.1 The letter of intent / notification of award shall be issued to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily. The successful Bidder shall be required to furnish a letter of acceptance to it within 5 days of issue of the letter of intent / notification of award by Purchaser.
- 17. SIGNING OF CONTRACT:**
- 17.1 Within 10 days of issue of the letter of intent / notification of award by Purchaser, the successful Tenderer shall have to sign a contract incorporating all agreements between the parties
- 18. PERFORMANCE SECURITY:**
- 18.1 Within 15 days of the issue of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the

Supply, Installation, Test and Configure DRM Tool, Data Migration and Replication setup for DC-DR site in CWC

**Conditions of Contract, in the form of a Guarantee Bond from a Nationalised / Scheduled Bank**

## **SECTION III**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1. DEFINITIONS:**

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Client" or "The Purchaser" means the President of India acting through the Chairperson, CWC, New Delhi.
- (b) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Client.
- (c) The "Contract" means the agreement entered into between the Client and the Contractor as recorded in the Contract Form signed by the Client and the Contractor, including all attachments and annexes thereto and all documents incorporated by reference therein.
- (d) The "Contractor" or "Vendor" means the firm or the company selected through tendering process and shall be deemed to include the Contractor's successors, representatives (approved by the Client), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
- (e) "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;
- (f) "Service" means services to be provided by the Contractor as per the requirements of this document and any other incidental services, such as provision of technical assistance, training and other such obligations of the Contractor covered under the Contract;
- (g) "Acceptance of Tender" means the letter/Email/ fax or any memorandum communicating to the Tenderer the acceptance of his tender and includes an advance acceptance of his tender.

#### **2. APPLICATION:**

2.1 These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

#### **3. USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- 3.1 The Contractor shall not, without the Client's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Client in connection therewith, to any person other than a person employed by the Contractor in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 3.2 The Contractor shall not, without the Client's prior written consent, make use of any document or information except for purposes of performing the Contract.

#### **4. PERFORMANCE GUARANTEE:**

- 4.1 Within 15 days after the issue of notification of award of the Contract from the Client, the contractor shall furnish Performance Guarantee to the Client, which shall be equal to 10% of the value of the Contract and shall be in the form of a Guarantee Bond from a Nationalised / Scheduled Bank. The validity of the Performance guarantee submitted should be for a period of two months beyond the expiry of warranty period.
- 4.2 The performance guarantee shall be deemed to govern the following guarantees from the successful tenderer, in addition to other provisions of the guarantee:
  - The hardware supplied under the contract shall be free from all defects/ bugs and upon written notice from the client, the vendor/supplier shall fully remedy, free of

Supply, Installation, Test and Configure DRM Tool, Data Migration and Replication setup for DC-DR site in CWC  
expense to the client, all such defects/bugs as developed under the normal use of the said hardware.

- To fulfil the conditions of purchase order.

## **5. INSPECTIONS AND TESTS:**

- 5.1 The Purchaser or its representative shall have the right to inspect and/or to test the Software to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 5.2 Should any inspected or tested Software fail to conform to the specifications, the Purchaser may reject the Software and the Supplier shall either replace the rejected Software or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 5.3 The Purchaser's right to inspect, test and, where necessary, reject the Software after the Software' arrival at Project Site shall in no way be limited or waived by reason of the Software having previously been inspected, tested and passed by the Purchaser or its representative prior to the Software shipment.
- 5.4 It will be the responsibility of the Contractor to submit the system test procedure for conducting the post installation site acceptance testing. The procedure submitted by the Tenderer should be drafted in line with the standard practices followed in the industry and should be in accordance with the test procedure and practices specified by the OEM. The draft of Acceptance Testing Procedure should be submitted to the Purchaser for approval at least 15 days before the schedule site acceptance date. The acceptance test procedure on approval by the purchaser shall become the document for acceptance of the equipment after installation at the site.

## **6. WARRANTY:**

- 6.1 The vendor/ supplier warrants that the DC-DR set up and implementation under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Disaster Recovery Monitoring Software and Implementation Services will have minimum warranty period of **three years** from the date of installation at Pune & New Delhi of Central Water Commission, New Delhi. The purchase cost of such defective items shall be recovered from the supplier as liquidated damages.
- 6.2 The vendor / supplier to provide comprehensive on-site warranty of three Years from the date of successful installation of all the Software items. The vendor shall ensure that OEM provides troubleshooting support facility through technical call center with 24 x 7 x 365 toll free phone number. The vendor shall provide onsite next business day support.
- 6.3 The Warranty should be Back to Back from OEM.
- 6.4 Any lapse on attending the issues during warranty period shall invite hefty penalty. Quantum of penalty shall be at the discretion of Central Water Commission.

## **7. DELIVERY SCHEDULE & PENALTY:**

- 7.1 All the Softwares should be delivered and installed Pune & New Delhi of Central Water Commission, New Delhi within 15 (Fifteen) days from the date of Purchase Order. Any unjustified and unacceptable delay in delivery beyond the delivery schedule as per Purchase Order will render the vendor liable for liquidated damage as specified in Clause 13 of Section III.
- 7.2 If the delivery, of whole or in Software, is delayed beyond 15 days from last date of delivery as given in the purchase order, CWC will have option to cancel the purchase order to the extent of unfulfilled part of the purchase order. CWC will be free to procure the remaining items from alternate sources at the cost and risk of the defaulting vendor, by forfeiting the EMD/Security Deposit of the Vendor.

- 7.3 CWC will impose penalty on total value of purchase order if the delivery of more than 20% of the total order value is delayed beyond the last date of delivery. If the delivery is delayed for the item(s) whose value is equal or less than 20% of the total order value, the penalty shall be applicable on the delayed equipment only.
- 7.4 No claim for any compensation during the extended period shall be entertained by the purchaser.
- 7.5 The Bidder shall install all the Softwares at specified site without any additional charge. An installation certificate must be obtained from the user department i.e. Pune & New Delhi of CWC.

## **8. TERMS OF PAYMENT:**

- 8.1 The payment to the vendor/ supplier shall be made as under:
- 100% after delivery, verification and satisfactory installation of items at respective locations, complying with acceptance criteria and after submission of performance Bank Guarantee from a Nationalised / Scheduled Bank equivalent to 10% of contract value, valid for a period of two months beyond the expiry of warranty from the date of acceptance.
- 8.2 The vendor/ supplier will be required to furnish the documentary proof of delivery and satisfactory installation report duly signed by the officials of Pune & New Delhi of CWC while claiming the payment.
- 8.3 The vendor/ supplier will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, GST etc. in connection with delivery of Software at site including incidental services and commissioning.

## **9. CHANGE ORDERS:**

- 9.1 The Client may at any time, by a written order given to the Contractor pursuant to Clause 15 of Section II, make changes within the general scope of the Contract.
- 9.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Vendor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this Clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the Purchaser's changed order.

## **10. CONTRACT AMENDMENTS:**

- 10.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the Contractor and the Client.

## **11. ASSIGNMENTS:**

- 11.1 The contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Department's prior written consent.

## **12. DELAYS IN THE CONTRACTOR'S PERFORMANCE:**

- 12.1 Delivery of the Software and performance of Services shall be made by the Contractor in accordance with the time schedule given in the tender document. An unexcused delay by the Contractor in the performance of its Contract obligations shall render the Contractor liable to any or all of the following sanctions:
- a. Forfeiture of its performance guarantee
  - b. Security Imposition of Liquidated Damages
  - c. Termination of the Contract for default.
- 12.2 If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely delivery of the Software and performance of Services, the Contractor shall promptly notify the department in writing of the fact of the delay, its likely

Supply, Installation, Test and Configure DRM Tool, Data Migration and Replication setup for DC-DR site in CWC duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the department shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages as per Clause of GCC, in which case the extension shall be ratified by the parties by amendment of the Contract.

- 12.3 Except as provided under Clause 15, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to Clause 13 unless an extension of time is agreed upon pursuant to Clause 12.2 without the application of liquidated damages.

### **13. LIQUIDATED DAMAGES:**

- 13.1 Subject to Clause 15, if the Contractor fails to deliver its Services within the period(s) specified in the Contract, the department shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the 1% per week (seven days) or part thereof the contract price of unperformed services for each week (seven days) or part thereof of delay subject to maximum deduction of 10% of the contract price. Once the maximum is reached, the purchaser may consider termination of the contract pursuant to clause 14.

### **14. TERMINATION FOR DEFAULT:**

- 14.1 The Department, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part.
- i. if the Contractor fails to deliver any or all of the Software within the period(s) specified in the Contract, or within any extension thereof granted by the Department pursuant to Clause 12.2
  - ii. if the Contractor fails to perform any other obligation(s) under the contract.

### **15. FORCE MAJEURE:**

- 15.1 Notwithstanding the provisions of Clause 12, 13 and 14, the Contractor shall not be liable for forfeiture of performance security liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform the obligations under the Contract is the result of an event of Force Majeure.
- 15.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include but are not restricted to wars or revolutions or civil commotions, fires, epidemics, quarantine restrictions and freight embargos
- 15.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Department in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek, all reasonable alternative means for performance not prevented by the force Majeure event.

### **16. TERMINATION FOR INSOLVENCY:**

- 16.1 The Department may at any time terminate the Contract by giving written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department.

### **17. RESOLUTION OF DISPUTES:**

- 17.1 The Client and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.
- 17.2 For resolution of disputes, appropriate legal action shall be initiated in consultation with the Department of Legal Affairs, Government of India. Relevant section of Indian laws as amended from time to time shall be applicable and binding on the Bidder.

## **18. GOVERNING LANGUAGE:**

18.1 The Agreement shall be written in English language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language.

## **19. APPLICABLE LAW:**

19.1 The contract shall be interpreted in accordance with the Indian laws.

## **20. NOTICES:**

23.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or facsimile or email and confirmed in writing to the other party's address specified.

20.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

20.3 The contractor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.

20.4 The Contractor will treat as confidential all data and information about the Department, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Department.

20.5 The Department reserves the right to terminate the contract in full or in part with one month prior notice.

## **21. TAXES:**

21.1 The successful Bidder shall be entirely responsible for all taxes, duties, license fees, etc., in respect of this contract and provisions of Income tax Act regarding deduction of tax at source shall apply. The Payment of GST shall be paid on submission of proof of actual payment.

## **22. OTHER TERMS AND CONDITIONS:**

22.1 The vendor should provide compliance chart for the specification including status on conditions and deliverables.

22.2 The technical specification under the scope of work may suitably be included.

22.3 The software licenses, if any, shall be registered in the name of purchaser.

22.4 Notwithstanding the scope of work, engineering, supply and services stated in bid document, any equipment or material, engineering or technical services which might not be even specifically mentioned under the scope of supply of the vendor and which are not expressly excluded there from but which – in view of the bidder - are necessary for the performance of the equipment in accordance with the specifications are treated to be included in the bid and has to be performed by bidder. The items which are over & above the scope of supply specified in the Schedule of Requirements may be marked as "Optional Items".

22.5 Selected bidder/ Party shall not assign, delegate or otherwise deal with any of its rights or obligation under this Contract without prior written permission of CWC.

22.6 The offer must specify the comprehensive onsite warranty proposal as per scope of work.

- 22.7 The items to be supplied should work under the specified Operating Systems viz. Windows and Linux (all versions). It shall be the exclusive responsibility of the Vendors supplying the items to provide appropriate device drivers and solutions for these system software platforms without any extra charges.

#### **SECTION IV**



## **SCOPE OF WORK AND TECHNICAL SPECIFICATION**

Central Water Commission is a premier Technical Organization of India in the field of Water Resources and is presently functioning as an attached office of the Ministry of Water Resources, River Development and Ganga Rejuvenation, Government of India. The Commission is entrusted with the general responsibilities of initiating, coordinating and furthering in consultation of the State Governments concerned, schemes for control, conservation and utilization of water resources throughout the country, for purpose of Flood Control, Irrigation, Navigation, Drinking Water Supply and Water Power Development. It also undertakes the investigations, construction and execution of any such schemes as required.

Central Water Commission CWC is headed by a Chairman, with the status of Ex-Officio Secretary to the Government of India. The work of the Commission is divided among 3 wings namely, Designs and Research (D&R) Wing, River Management (RM) Wing and Water Planning and Projects (WP&P) Wing. Each wing is placed under the charge of a full-time Member with the status of Ex-Officio Additional Secretary to the Government of India and comprising of number of Organizations responsible for the disposal of tasks and duties falling within their assigned scope of functions.

A separate Human Resources Management Unit headed by a Chief Engineer, deals with Human Resources Management or Development, Financial Management, Training and Administrative matters of the CWC. National Water Academy located at Pune is responsible for training of Central and State in-service engineers and it functions directly under the guidance of Chairman. Altogether there are nineteen organizations located at headquarters in New Delhi and thirteen organizations spread over various locations in India.

More details already available on department website: <http://cwc.gov.in>

## 1. Existing IT Landscape at Data Centre:

Existing IT hardware infrastructure and applications running at the Primary Data Center located at Delhi having details are as per below:

- There is no existing separate functional SAN storage at the Primary Data Center.
- The hardware is given a redundant power supply through an onsite UPS.
- There is no DR site as on date
- There are three hardware racks to contain the below hardware:

Server Port on KVM Switch	Server Make & Model	Serial No.	Server Configuration	Applications Running
KVM-1	Hp Proliant DL180G6	SGH139XBWF	OS: Server 2003R2 32Bit, Xeon E5606, 4Gb Ram, 146Gbx3Nos SAS HDD	FMS
KVM-2	Hp Proliant DL360 Gen9	CN760701MG	OS:Server 2012R2 64Bit, Xeon E5-2609, 16Gb Ram, 600Gbx3Nos SAS HDD	
KVM-3	Hp Proliant DL360 Gen9	CN754308VH	OS:Server 2012R2 64Bit, Xeon E5-2609, 16Gb Ram, 600Gbx3Nos SAS HDD	Internet Information Services (IIS) Manager
				APAR
				Work charged Recruitment System
				MIS (Remote Sensing Dte.)
KVM-4	Hp Proliant DL180G6	SGH751D2SK	OS: Server 2008R2 64Bit, Xeon E5606, 16Gb Ram, 146Gbx3Nos SAS HDD	Engineering Drawing
KVM-5	Hp Proliant DL180G5	SGH751D2SK	OS: Server 2012 64Bit, Xeon E5310, 16Gb Ram, 72Gbx3Nos SAS HDD	Internet Information Services (IIS) Manager
				AIBP
				CWC Portal (Circulars)
				Bhagirath
KVM-6	HP Storage Work X1400 G2	SGH2101NCF	OS: Server 2008 Database Edition 64Bit, 1TBx4Nos SAS HDD	Server Data Backup

Server Port on KVM Switch	Server Make & Model	Serial No.	Server Configuration	Applications Running
KVM-7	Hp Proliant DL380G9	SGH737XB39	OS: Server 2012R2 64Bit, Xeon E5-2699V4 x2Nos, 512Gb Ram, 1.8Tbx5Nos SAS HDD	Abacus 2016 or 6.16
KVM-8	HCL	9083A1103211	OS: Server 2003 32Bit, Xeon E5310, 2Gb Ram, 146Gbx2Nos SAS HDD	AutoCAD 2013 (32 Bit Only)
9	Hp Proliant DL180G6	SGH139XBWL	OS: Server 2012 64Bit, Xeon E5606, 4Gb Ram, 146Gbx3Nos SAS HDD	SMD Z: DRIVE
				Quickheal Seqrite Endpoint Security 16.00 For Windows 32Bit & 64Bit
				Client Password: * Server Console Password: *
				ArcGIS 10.1-10.2
				Desktop Advanced
				Desktop Standard
				3D Analyst Desktop
				ArcStorm
				ArcStorm Enable
				MrSID
10	HCL	7073A1013412	OS: Server 2003 32Bit, Xeon E5310, 2Gb Ram, 146Gbx2Nos SAS HDD	Plotting
				Spatial Analyst Desktop
				TIFFLZW

## 2. Project Objective:

CWC now plans to undertake a technology refresh of the hardware at the Data Center (DC) and also establish a Disaster Recovery (DR) backup site for the Data Center, to maintain business continuity and continuity of IT operations.

The above hardware as mentioned in Section 2 is planned for a technology refresh and following bill of material as mentioned at Table 1 below. It shall be procured through a parallel procurement process by our department.

Once the IT Bill of Material (Table 1) is procured, vide this RFP CWC wants to undertake the implementation services to set up the Disaster Recovery Site for the scope as mentioned in Section 4 – Scope of Work.

The concerned Data Center is in Delhi and DR site shall be established at Pune.

Data Center Address:

- **Central Water Commission, Sewa Bhawan, Software Management Dte, 6th Floor (S), R K Puram, Sector 1, New Delhi-110066**

Pune Office Address where Disaster Recovery site shall be setup:

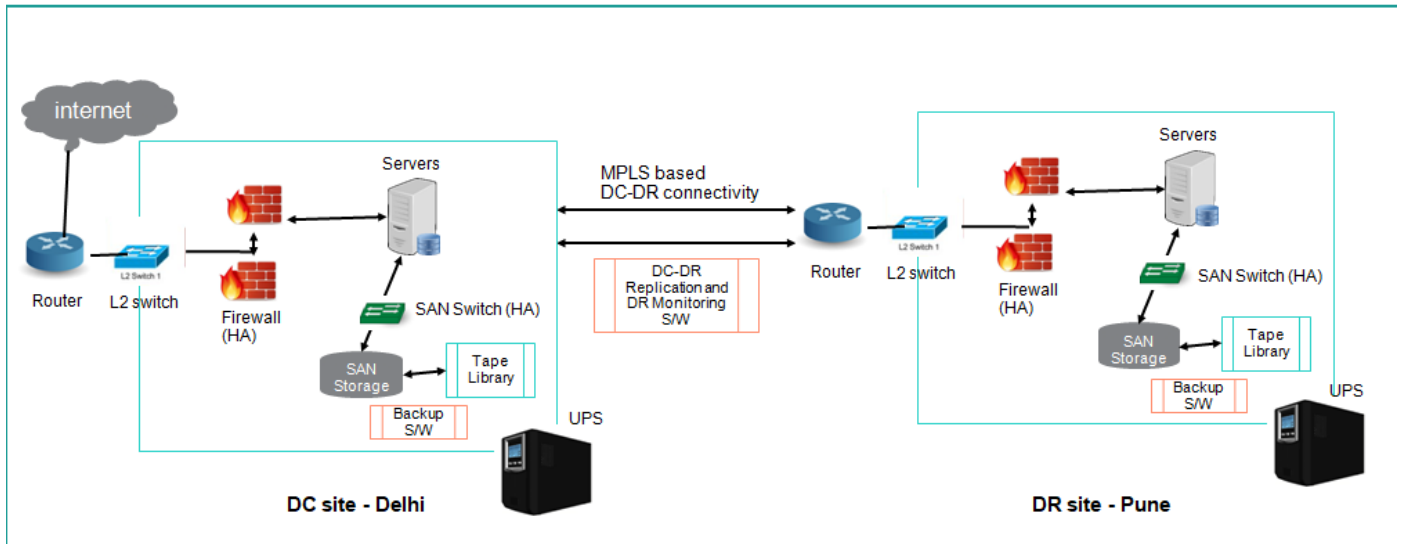
- **National Water Academy, Pune-Sinhagad Road, Khadakwasla, Pune - 411 024, Maharashtra.**

**Table 1: DC / DR - Planned bill of material which are already processed through parallel procurement process**

SL No.	Items	Qty at DC	Qty at DR
1	Web Server	1	1
2	SAN Storage - 20 TB	1	1
3	SAN switch in High Availability (HA)	2	2
4	Firewall in HA	2	2
5	Tape Library	1	1
6	L2 switch	1	1
7	Router	1	1
8	42U Server Rack	1	1
9	UPS - 10 KVA online UPS with 2 hours backup	1	1

### 3. Planned DC-DR Setup – High level Architecture

Below is the high level architecture diagram for the planned DC-DR setup for the Ministry.



**4. Bidder has to supply the below mentioned bill of material to the Ministry**

SL No.	Items	DC	DR
1	Open source Software: <ul style="list-style-type: none"> <li>• My SQL-Open source</li> <li>• Apache Server- Open Source</li> <li>• PHP 5.5-Open Source</li> <li>• Linux Server (Ubuntu)- Open Source</li> </ul>	1	1
2	Disaster Recovery Solution with management Software with 3 Year support	1	-
3	Wildcard SSL	1	1
4	Automatic Backup Software	1	1

**5. Scope of Work – SITC for Disaster Recovery Monitoring (DRM) Software**

**The bidder to undertake the below mentioned activities:**

5.1 The bidder has to supply the required license for a Disaster Recovery Monitoring Software which is fully compliant to the specifications mentioned in **Annexure 1**.

5.2 The bidder has to create a High Level Design Document and a low level design document for the DRM software.

5.3 The bidder has to install, test and configure the supplied tool / software for the DC-DR.

5.4 The bidder needs to understand the existing IT environment, identify the risks, and analyse the impact when there is a disaster and link them to the existing recovery Processes which should be continuously monitored and manage the IT Infrastructure ensuring the continuity of IT processes / systems aligned in the DC & DR.

5.5 Bidder to configure the tool to allow for

- Recovery Point Objective (RPO) for Actual Disaster as - 24 hours.
- Recovery Time Objective(RTO) for Actual Disaster to be achieved:

1.	Application Set 1 – Critical Applications ( to be defined during project implementation)	18 Hours
2.	Application Set 2 – Non Critical applications ( to be defined during project implementation)	24 Hours

## 5.6 Scope of Work –Conduct one instance of DC-DR Drill

5.6.1 The objective of the drill process shall be to demonstrate the Disaster Recovery functionality of the designed IT continuity process.

5.6.2 The production system of primary site shall not be down beyond acceptable business limits on account of testing. Suitable method need to be adopted to minimize the effect on production system.

5.6.3 In order to carry out the testing, the Service Provider shall be required to give the test plan in writing to client and any deviation in test plan during execution need to be documented.

5.6.4 Test Schedule of the DR drill to be decided in discussion with the client Department.

5.6.5 After the testing, the Disaster Recovery and IT Continuity Process documents shall be updated with version control. These documents shall be made available to client for future reference.

## 5.7 Scope of Work –Training

Post implementation, selected Bidder shall conduct a 2-3 day training session on the deployed DRM tool and replication setup for the client IT team (maximum upto 10 people).

## 6. Provision by the Department

SL No.	Provisions by the Department
1	All Hardware / Software Table 1 items shall be provided by our department (i.e. CWC ) and make the setup readily prior to start the current scope installation and implementation in the DC and DR.
2	Network Connectivity between DC-DR shall be ensured by CWC.
3	DC-DR Connectivity bandwidth shall be made functional before item delivery under this project
4	Application level re-configuration is out of scope of this RFP
5	For project implementation time, nodal officer appointment, review and sign off on project plan and design documents shall be provided by the CWC.
6	Access to DC & DR sites, hardware as required and existing setup shall be facilitated for the selected vendor team by the CWC.
7	DC-DR space, power supply, rack, cooling, power back up shall be ensured for the environment by the CWC.
8	For any delays in review or sign off or site not ready issues / network / bandwidth issues / Hardware unavailability / Downtime unavailability – no penalty shall be levied on the selected bidder.
9	Schedule, Venue for Training and user staff for training to be arranged by CWC and shall be intimate 3-4 days earlier.

**7. Technical Specifications:****Disaster Recovery Monitoring Software.**

The proposed software should comply with the following features and related functionalities:

Sl. No.	Description	Comply [Y/N]	Remarks
<b>IT Disaster Recovery Management</b>			
1	The proposed solutions shall provide automated failover of each application and dependencies based on expected RTO to the DR site		
2	The proposed solution should be capable of understanding the application level interdependencies and also the prioritization of application recovery tiers to ensure Application availability at DR during disaster situations		
3	The proposed solution shall showcase the Business service availability and integration with IT in real time hierarchy shown and the cascading impact of disruption on multiple business services along with financial impact.		
4	The proposed solutions shall have workflows to recover all the layers of a business application		
5	The implementation shall have no or minimal interruption to the current production environment during implementation. Minimal interruption to the system shall only be applicable over the weekend or public holidays subject to TM management approval		
6	The proposed solution shall support agent-less scanning of servers, databases, clusters, and replication infrastructures to detect HA/DR risks and vulnerabilities based on vulnerability signatures of the solution		
7	The proposed solution shall provide a web based console which can be used to view key aspects of DR solution like RPO, RTO, provide reports/evidence of compliance to RPO/RTO, and conduct DR drills/recovery with a real time alert mechanism for any deviations in the monitored parameters.		
8	The proposed replication solution shall be able to replicate from multiple sources to multiple destination files/folders and nested files & folders		
10	The proposed replication solution shall maintain primary & Disaster Recovery Equivalence. The solution should support monitoring files, DB, Applications, and Firewall policies , and Patch updates between production and DR site		
11	The proposed replication solution shall restart replication after a break from last successful replicated point		
12	The proposed replication solution shall replicate only portions of the file that have changed		
13	The proposed replication solution shall have the ability to provide alerts when specific files change on production systems		
14	The proposed replication solution shall support one-to-many and many-to-one configuration with bandwidth compression / optimization		
15	The main management server of the proposed solution shall have a mechanism to have a real time replication with no impact on the production in case the main management server fails.		



16	The proposed solution shall be able to integrate and compatible with existing production and DR infrastructure (hardware and software including clusters)		
17	The proposed solutions shall integrate seamlessly with HRMS, PeopleSoft databases to import the people information seamlessly for Call Tree Management		
18	The solution shall have integration with LDAP/Active Directory for authentication and also single-sign on authentication mechanisms including Cyber Ark, ARCOS, etc,		
19	The proposed solution should be capable of automating DNS/NAT failover during disaster without any manual intervention		
20	The proposed solution should be capable of monitoring the firewall changes happening at Primary and replicate the same to get updated at DR		
21	The proposed solution should be capable of getting integrated to existing third party solutions		
22	The proposed solution should be capable of supporting all popular Virtualization technologies like Vmware, Microsoft Hyper-V, Citrix Xen, Openstack		
23	The proposed solution should be capable of getting hosted onto Cloud environment		
24	The proposed solution should support popular Mobile platforms such as Apple iOS, Google Android, Microsoft Windows, to be able to trigger the DR activities remotely from anywhere seamlessly.		
25	The proposed solution should be compatible with ISO 27001 standards for the BCM practices within the organization and able to create reports		
26	The proposed solution should be able to generate audit reports based on the BCP modules configured in the environment according to ISO 27001 standards		
27	The solution shall provide monitoring and management capability for remote management.		
28	The proposed solution shall provide central monitoring and management of multiple system across multiple locations from a single Dashboard		
29	The proposed solution should be able to support heterogeneous server models from different OEMs with industry standard operating systems like Windows, Linux, Solaris, AIX, HP-UX, etc.		
30	The proposed solution should be able to support heterogeneous storage models from different OEMs (HP, IBM, EMC, SUN and NetApp)		
31	The proposed solution should also be capable of automating different environment including Web/GUI/CLI		
<b>People and Process Management</b>			
32	The proposed solution should provide complete monitoring that will be People and Process based from the perspective of Organizational BCP as a practice.		
33	The proposed solution should have the Vaulting capability to store all critical information such as stake-holders, BCM plans, locations, assets information, and emergency contact information.		
34	The proposed solution should support emergency response mechanism in case of disaster scenarios in accordance with ISO standards.		

35	The proposed solution should provide complete visibility of the upcoming events, Drill Calendars, Activities, Action items, Reviews, Meetings, Drills, Table-top exercises, And also to be able to escalate to multiple levels (as defined) if the action is not performed.		
36	The proposed solution should have the capability to store all critical data in an encrypted format.		
37	The proposed solution should be capable of performing call tree verification to ensure the availability of human resources are intact all the time, it should have the option to schedule this exercise.		
38	The proposed solution should have the capability to do mass notification to different stake-holders across different regions in case of any incidents		
39	The proposed solution should be capable of co-ordinating with relevant resources or key stake-holders during events, DR drills, simulation table top tests across DC.		
40	The proposed solution must Translate the BCP plans into tasks, roles and responsibilities.		
41	The proposed solution should be capable of performing Business Impact Analysis and Risk Assessment out of the box and help translating the results into actions to mitigate the resulted risks.		
42	The proposed solution should Define and initiate a call-tree and escalation matrix for management and staff responsible for BCP		
43	The proposed should Facilitate chat/email/phone based collaboration for the responsible staff during drills/disasters.		
44	The proposed solution should capture all actions in the form of a transcript which is available for analysing the gaps in BCP/DR		
45	The proposed solution should be isolated from DC-DR vulnerabilities and IT-DR automation to ensure its availability during the time of crisis		
46	The proposed solution should be able to track responses using multiple communication channels like email, phone, SMS etc.		
47	The proposed solution should support popular Mobile platforms such as Apple iOS, Google Android, Microsoft Windows, to be able to trigger the BCM activities remotely from anywhere seamlessly.		
48	The proposed solution should be capable of accepting user inputs via chat BOT as a front-end interface to get any information or perform any tasks interactively.		
49	The proposed solution should facilitate ICS based crisis management, BCP plan creation, execution, response tracking etc. from the same console.		
50	The proposed solution should encrypt all data transmitted using 256-bit encryption and should store all files using 512-bit encryption to ensure secure communication and storage.		
51	The proposed solution should integrate with existing Active Directory or Google based user authentication system.		
52	The proposed solution should have redundancy on cloud in different seismic/availability zones and should facilitate a download of BCP plans on local desktop as a backup		
53	The proposed solution shall provide central monitoring and management of people, processes and IT systems across multiple locations from a single unified dashboard.		
54	The proposed solution should have the capability to maintain a BCP/DR calendar to let the stake-holders know about the upcoming tasks for better planning.		

<b>IT Operations and Business Process Management</b>			
55	The proposed solution should be capable of handling any application & supports any platform (Windows, AIX, Solaris, Java, Website, etc) presented in any way (terminal emulator, client, web browser).		
56	The proposed solution should be supporting Application environment like Windows Apps, Java Apps, Web Apps, Enterprise-wide Data Warehouse, SAP CRM, Base24 Switch, Microsoft ADS, CustomerXP FRM solution, MS Office applications (doc, docx, xls, xlsx, ppt, pptx, open format), PDF, MS Outlook/Outlook Web, Databases like Oracle / SQL Server / MySQL etc.		
57	The proposed solution should be capable of supporting multi-environment deployment (development, testing/staging, production)		
58	The proposed solution should be capable of supporting both automated and human assisted automation.		
59	The proposed solution should be capable of supporting centralized release Management process which supports seamless rollback		
60	The proposed solution should have a design in a non-invasive way & it should be code free.		
61	The proposed solution should have workflow based orchestration which is re-usable among multiple processes.		
62	The proposed solution should be able to emulate human behavior such as logging in, working on application, data entry, data uploading, data processing, report generation, report formatting, report/ output data downloading, logging off.		
63	The proposed solution should be capable of integrating multiple applications in both simultaneous & sequential flow (i.e. Multi-tasking where one or more automations can occur simultaneously with the user performing other tasks. Solution must be able to allow the user to work in one application simultaneously with automations running against the same and other applications). For example, Sequential flow - output from App a1 - input to App a2 - output of App a2- input to App a3 Simultaneous - output from App a1 & output from App a2 - input to App a3.		
64	The proposed solution should be capable of performing Screen Scraping/ Screen emulator to read data from screen (pixel basis or tagging), It should also be capable of supporting OCR / QR code to use as input data and convert the same into digital data for further processing and UI automation		
65	The proposed solution should have a facility to record each and every step of the process on screen and replay the same like human and should also have the ability to track any dependencies as well.		
66	The proposed solution should possess the capability of localizing formats like Date, Time, decimals, currency, number, parameter separators, symbols etc.		
67	The proposed solution should be having features for User Management, Password management, password masking and the complexities for the same should be configurable.		
68	The proposed solution should be having mechanisms to connect to various applications using proper user id and passwords for those applications. There should be audit trails in respect of the same.		

69	The proposed solution should have a facility of drag-and-drop based development interface preferred for easy construction of workflows.		
70	Codeless Application Integration requiring no changes to applications or access to source code.		
71	The proposed solution should support Multi-threaded automation engine including scenarios when user is actively interacting with other apps		
72	The proposed solution should support Non-positional, deterministic object matching and should allow flexible, configurable match business rules		
73	The proposed solution should support exception handling i.e. be able to detect that expected objects are missing and take the appropriate action and continue running otherwise.		
74	The proposed solution support web and other applications that can be scrolled and re-sized, or zoom and font sizes can change dynamically.		
75	The proposed solution should have the ability to detect radio button and checkbox selections and state changes as well as the current state on an application page where the process is being executed.		
76	The proposed solution should have the ability to read and manipulate tabular/grid data (i.e. Excel spreadsheets, data grids, web tables), determine number of rows and iterate through the data, providing the ability to both read and update the data cells, accessing both visible and non-visible portions of the grid without having to scroll or block the user from performing other tasks simultaneously		
77	The proposed solution should be event-driven / time-driven (including clicking buttons, invoking menu & selection, cursor & mouse selection, use minimal CPU (no impact on performance)		
78	The proposed solution should have the capability to perform back office functions for Business Intelligence reports (standard & ad-hoc reports), automate the business process executions for SLR, Trial Balance, Bill Register, E-mail, SMS, RA&FMS and DQ at the DR site.		
79	The proposed solution must provide high security to ensure that only authenticated and authorized users may use functions they have been authorized for. The solution must fulfill all the security guidelines and mandatory federal data protection guidelines & laws for operating with sensible person related customer data.		
80	The proposed solution should have the ability to change or move data (i.e. copy/paste) in applications without "pumping keystrokes" into the application or changing focus of where the current user is working. Solution should not work by saving current focus or cursor location, blocking user input while running the automation, then returning focus and mouse to the saved location.		
81	The proposed solution should have the ability to detect and log changes to any and all fields of an application without physically defining each field and each position or location of field, and without polling. Solution should detect and react distinctly to attributes like "TextChanged", "GotFocus", "LostFocus", "Copy", "Cut", "Paste", "Click", "Double-Click", "Right-Click", "Created", "Destroyed", "PropertyChange" and other events.		
<b>Reports</b>			
82	The proposed solutions data shall be able to be exported to		

	standard reporting templates including PDF, MS Excel, Crystal report.		
83	The proposed solution should have been built in accordance with the ISO standards ISO 27001 & ISO 22301 Business Continuity.		
84	The proposed solutions shall have inbuilt reports for BCP readiness like BCP Testing, DR Readiness, application readiness, DR integrity and etc		
<b>Others</b>			
85	The proposed solution should be able to auto provisioning and On-demand computing resources using hypervisors.		
86	The proposed solution should be able to support on shared compute for site recovery using inbuilt load balancers.		
87	The proposed solution should be able to support managing IP overriding for Cloud Infrastructure.		
90	The proposed solution should be capable of generating on-the-fly Business Impact Analysis [BIA] & Financial Impact Analysis [FIA] reports.		
91	The proposed solution should support recovery load balancing techniques to ensure the system is protected with assured Business Continuity.		
92	The proposed solution should be able to be deployed in Datacenter provider environment and should be able to be provided in "DR as a Service" (DRaaS) model to end customers.		
93	The proposed solution should be Independent or to involve bare minimum of human resources, and it should be designed to be process driven.		
94	The proposed solution should be capable of co-ordinating with relevant resources or key stake-holders during events, DR drills, simulation table top tests across DC.		
95	The proposed solution should be capable of getting all configured BCP/DR activities managed through mobile phone and tablet PC interfaces seamlessly.		
96	The proposed solution should be capable of generating workflow creation for Switchover, Switchback and Failover automatically based on the Production and DR application components created and based on the replication mechanism we specify during the App/DB infra-object creation using Industry standard solution templates. Further to that, the proposed solution should support workflows creation for generic disaster recovery solutions like databases, applications (Oracle EBS/Web logic/OAS, IBM Web sphere, SAP etc.)		
97	The proposed solution should be capable of performing automated report generation based on the historical data available in the metadata to in terms of Business Analytics such as Business Impact Analysis, Risk Analysis, behavior analysis, trending analysis, etc.		
98	The proposed solution should have in-built Maker and checker mechanism for user management with reference to the updates made on existing workflow supporting actions such as creation, deletion and modification with a user configurable approval process as definable methods.		

**SECTION V****BID SCHEDULES****Annexe 5.1.1**  
**(Technical Bid)****BID PARTICULARS**

Name of the Bidder:			
Address of the Bidder:			
Telephone:	Fax:	e-mail:	Website:
Name of the OEM:			
Address of the OEM:			
Telephone:	Fax:	e-mail:	Website:
<b>1. Contact Details of the Person authorized to make commitments to CWC</b>			
Name:			
Designation:			
Mobile No.:			
FAX No.:			
E-mail ID:			
<b>2. Classification</b>			
OEM:			
AUD:			
Others,PI specify:			
If, AUD or Others, specify the Name and address of OEM			
<b>3. Company/Firm Details</b> [Registration certificate to be enclosed]			
Type of Company [Govt./PSU/Pub. Ltd/Pvt. Ltd/ Partnership/Proprietary]			
Registration No and date of registration			
Year of Establishment			
Sales Tax Number [copy to be enclosed]			
Income Tax Number [copy to be enclosed]			
<b>4. Financials</b> [fill in the details and attach proof of the same]			

Turnover from sale of computer system[in lakh]					
2015-2016					
2016-2017					
2017-2018					
Profit before tax [in lakh]					
2015-2016					
2016-2017					
2017-2018					
<b>5.</b> Whether any Legal/Arbitration proceedings have been instituted against the Vendor or the Vendor has lodged any claim in connection with works carried out by them. If yes, please give details.					
<b>6. References</b> [to attach proof] Names of two or more buyers (with Names of contact persons, their designations, complete postal address, telephone, tax, telex and e-mail addresses, location of installation etc) to whom similar equipment are supplied, installed and commissioned in the past 5years and to whom reference may be made by CWC regarding the Bidder's technical and deliverability. Should include buyers to whom the bidder has supplied workstations/ desktop computers.					
Sl. No.	Name	Address and Contact Details	Hardware Supplied[Qty]		PO details
			Computer	Location of supply	PO No and Date[attach PO masking price]

Place:.....

Date:.....

Signature with Seal

**Technical Bid Letter**

The Deputy Director (SMD)  
Central Water Commission,  
6<sup>th</sup> Floor (S), Sewa Bhawan,  
R.K.Puram, New Delhi-110066.

Ref: Tender No:

Sir,

We are an established Supplier in the area of supply and installation of Disaster Recovery Monitoring Software and Implementation Services to Central Water Commission in line with tender document no. at the prices and rates mentioned in the Price Bid.

2. We enclose herewith the complete Technical Bid as required by you. This includes :
  - a. Bid Particulars (Annexe 5.1.1)
  - b. Bid Letter (Annexe 5.1.2)
  - c. Documents in support of eligibility criteria.
  - d. Technical proposal indicating Make & Model offered with detailed specifications.
3. We agree to abide by our offer for a period of 90 days from the date fixed for opening of the Technical Bids.
4. It is certified that ours is a registered company/ firm and never debarred or blacklisted by any Central/ State Government/ Public Sector Undertaking/ Autonomous Bodies under Central and State Governments in India
5. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender. We do hereby undertake, that, in the event of acceptance of our bid, the services shall be provided as stipulated in the Tender document and that we shall perform all the incidental services.
6. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your award of contract and our acceptance shall constitute a binding Contract between us.

Dated this day of

Signature of Tenderer

Name & Designation:

Company Seal



**Price Bid Letter**

The Deputy Director (SMD)  
Central Water Commission,  
6<sup>th</sup> Floor (South), Sewa Bhawan,  
R.K.Puram, New Delhi-110066

Ref: Tender No:

Sir,

Having examined the Tender Document for Development of Disaster Recovery Monitoring Software and Implementation Services, we, the undersigned, offer to provide services in conformity with the Tender Document No. ....for the sum of (Total bid amount in words and figures).

2. We enclose herewith the Price Schedule in the prescribed form.
3. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to develop and deliver the web based software in accordance with the time schedule specified in the Tender document.
4. We agree to abide by our offer for a period of 120 days from the date fixed for opening of the Technical Bid.
5. We understand that you are not bound to accept the lowest or any bid you may receive.
6. If our bid is accepted, we will provide Bank guarantee for a sum equivalent to 10% of the Contract Price for the due performance of the Contract as prescribed in the Tender document.
7. We do hereby undertake that, until a formal contract is prepared and executed, this bid, together with your award of contract and our acceptance shall constitute a binding Contract between us.

Dated this day of

Authorised Signatory

Name & Designation:

Company Seal

**Annexe 5.2.2 (Price Bid)****Price Schedule**

<b>Sl. No.</b>	<b>Items</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>GST</b>	<b>Total Unit Rate Inclusive of GST</b>	<b>Total Amount</b>
1	Disaster Recovery Solution with management Software & Implementation Services including 3 Years Support	1	No.				
2	Automatic Backup Software	2	Nos.				
3	Wildcard SSL	2	Nos.				
<b>Total</b>							

Total Bid Price in Indian Rupees (In Words Rupees):

Note: In case of discrepancy, unit rate will prevail

Dated this day of

Signature of Tenderer:

Name & Designation:

Company Seal: