

REQUEST FOR PROPOSAL

For

SUPPLY, SETUP & INSTALLATION OF HARDWARE, NETWORKING & MANPOWER

RFP No. [●] dated:

Through

**SHYAM SHAH MEDICAL COLLEGE
REWA**

LAST DATE and TIME

SALE OF TENDER DOCUMENT	: 05-02-2022
BID SUBMISSION START DATE	: 05-02-2022
BID SUBMISSION END DATE	: 26-02-2022
BID OPENING DATE	: 28-02-2022
TENDER DOCUMENT PRICE	: INR 5,000.00/-

Disclaimer

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1. NOTICE INVITING TENDER

SHYAM SHAH MEDICAL COLLEGE

REWA

URL: www.mptenders.gov.in, <http://medicaleducation.mp.gov.in/>

RFP No. Supply, Setup & Installation of Hardware, Networking & Manpower/21-22 dated:

Dean, SHYAM SHAH MEDICAL COLLEGE invites online sealed proposals (Technical and Financial) from eligible firms/companies/agencies willing for Supply, Setup & Installation of Hardware, Networking & Manpower at **SHYAM SHAH MEDICAL COLLEGE and their associated Hospitals at REWA associated to DME, M. P.**

2. TENDER TIMELINE

S. No.	Description	Schedule
a.	Date of Publication	
b.	Closing date & time for submission of online bids	
c.	Closing date & time for submission of tender processing fee and EMD online through www.mptenders.gov.in website	
d.	Time and date of opening of online Technical bids	
e.	Time and Date of opening of online Price Bid	
f.	Submission of tender	Online through www.mptenders.gov.in website

3. SCHEDULE OF RFP

S. No.	Items	Description
1	Scope of Work	Supply, Setup & Installation of Hardware & Networking at SHYAM SHAH MEDICAL COLLEGE and their associated Hospitals at REWA associated to DME, M.P.
2	Name of the tender issuer	
3	Place of Submission & Opening of Bids	Online for submission
4	Bid Procedure	Single Stage: 2 Envelope; Online
5	Bid Evaluation Criteria	L1 based
6	Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	Websites: www.mptenders.gov.in
7	Bid Security	EMD of INR 2,00,000 to be paid online through www.mptenders.gov.in website latest by the date and time mentioned in the schedule for RFP. The earnest money shall be valid for a period of thirty (30) days beyond the validity period of the tender. As validity period of Tender is 90 days, EMD shall be valid for a minimum period of 120 days from Techno-Commercial Tender opening Date.
8	Bid Validity	90 days from the Bid Submission Date.

4. ABBREVIATIONS & DEFINITIONS

Authorized Signatory	The Agency's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer of the respective Agency
Authority or Tender Issuing Authority	
Agency	Single entity participating in the bidding process
Bid	A formal offer made in pursuance of an invitation by an Issuing Authority entity and includes any EOI, proposal or Quotation
Bid Security	A security provided to Authority
Company	Companies incorporated under Indian Companies Act - 2013
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement.
Contract/ Service Provider Agreement	A contract entered between the Authority and the successful Agency.
Day	A calendar day as per GoMP/ GoI.
Department	Department of Medical Education, Govt. of M.P.
Firm	As defined at Section 4 of "The Indian Partnership Act-1932" i.e., Persons who have entered partnership with one another are called individually "partners" and collectively a "firm"
GST	Goods and Service Tax
HMIS	Hospital Management Information System
HOSPITAL	All associated Hospitals of Government Medical College
INR	Indian Rupee
LoA	Letter of Award
MS	Medical Superintendent
NIT	Notice Inviting EOI
Notification	A notification published in the Official Gazette
Ordering Authority	Dean/ Superintendent of the Medical College
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
Service Provider	Successful Agency with whom the Contract has been Executed.
State Government	Government of Madhya Pradesh (GoMP)
WO/ PO	Work Order/ Purchase Order

5. BRIEF SUMMARY OF THE PROJECT AND TENDER CONDITIONS

5.1. Introduction

- 5.1.1. It is intended to implement Hospital Management Information System at the participating SHYAM SHAH MEDICAL COLLEGE and their associated Hospitals in REWA for the purpose of which the college and their associated Hospitals need to be equipped with the necessary IT infrastructures.
- 5.1.2. Dean, SHYAM SHAH MEDICAL COLLEGE invites response against RFP from qualified and experienced organizations for establishing Rate Contract to Supply, Setup & Installation of Hardware, Networking & Manpower.
- 5.1.3. Rate Contract will be established with the L1 bidder & an agreement will be executed between the Dean of SHYAM SHAH MEDICAL COLLEGE and successful bidder.
- 5.1.4. Delivery & Implementation should be done within 3 months in SHYAM SHAH MEDICAL COLLEGE

5.2. Essential Qualifying Conditions

The Agency fulfilling all the following conditions would be eligible to apply.

- 5.2.1. The Agency should have experience of installation of hardware configuration & networking in at least one multi-specialty hospital with minimum 100 beds as per **Annexure - III**. Completion Certificate from the concerned competent Authority should be provided.
- 5.2.2. Agency must have minimum 5 IT Professional on their role for last 1 year to judge the organizational current capacity for providing the services (Details of the employees in prescribed format as mentioned in **Annexure – I** as well as CA certified Salary certificate required)
- 5.2.3. A bidder may be:
 1. A single business entity under the Companies Act 2013 or an incorporated entity under equivalent acts (in case of foreign entities)
 2. or an organization registered under the Societies Registration Act 1860 or any relevant act of the state or Union Territory
 3. or a public trust registered under the law for the time being in force
 4. or a charitable company registered under section 25 of the Company Act, 2013
 5. or a partnership firm
 6. or a Consortium/ Joint Bidding
- 5.2.4. **Technical:** Bidder must be a registered legal entity having its registered office in India.
- 5.2.5. **Financial Status and Credibility:** The bidder's or one of its members should have minimum average annual turnover of [50] Lakhs in last three financial years (FY 2018- 19, FY 2019-20, FY 2020-21).
 - 5.2.5.1. PAN Card of the Agency as per **Annexure - I**
 - 5.2.5.2. The audited (duly by Chartered Accountant) Balance sheets & Profit and loss statements should be submitted (FY 2018- 19, FY 2019-20, FY 2020-21) as per **Annexure - II**
 - 5.2.5.3. Income Tax Return for last three financial years (FY 2018- 19, FY 2019-20, FY 2020-21) as per **Annexure - II**
 - 5.2.5.4. GST Registration Certificate & last filed GST Challan (all payments pertaining to, GST, should have been paid up to date)
- 5.2.6. **Other:** The Bidder or any of its member should not have been blacklisted by Central / State Government any time. The bidder has to submit undertakings in the form of affidavits as per **Annexure IV**.

6. INSTRUCTION TO BIDDERS

6.1. Specific instructions for e-tender participation:

1. Bidders should have valid Class 3 Digital Signature Certificate with encryption.
2. Interested bidders are advised to download the complete Tender Enquiry document from the www.mptenders.gov.in for complete details. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through www.mptenders.gov.in only.
3. Bidders are advised to follow the instructions, for registering and online submission of their bid(s), as provided in the www.mptenders.gov.in website and are requested to read them carefully before proceeding for bidding.
4. Post receipt of User ID & Password, bidders can log on for downloading & uploading tender document. The Bidder shall download the Bidding Document directly from the designated websites and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited. Bidders are advised to follow the instructions, for registering and online submission of their bid(s), as provided in the www.mptenders.gov.in website and are requested to read them carefully before proceeding for bidding.
5. The bidder shall submit Tender Processing Fee of INR 5,000/- and EMD of INR 2,00,000/- online through the www.mptenders.gov.in website.
6. All the tender related documents to be scanned in *.pdf format with proper resolution and 100% readability and submitted online. The bidders shall not submit any document in physical form.
7. Prospective bidders may send their queries 07 (seven) days before the pre-bid meeting via Email so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting. No queries/ representations will be entertained after pre-bid meeting.
8. All prospective tenderers may attend the Pre-Tender meeting through VC.
9. Bidders shall ensure that their bids complete in all respects, are submitted online through www.mptenders.gov.in (as described above) only. Any DEVIATION from the tender conditions will NOT be acceptable.
10. Prospective bidders are advised to browse the above websites regularly before submission of their bids as any further amendments will be published in these websites only.
11. Bidders may simulate bid submission (Technical & Financial) at least one week in advance of the bid submission deadline. No clarifications/troubleshooting regarding any problems being faced during online bid submission shall be entertained in the last week of bid submission.

6.2. Preparation & Submission of the bid:

- 6.2.1. The bids shall be submitted online only. The bidder needs to submit only one technical bid.
- 6.2.2. Financial bid will be as per format **Annexure - VI**.

Financial Quotation:

Percentage offered on the rate list attached at Annexure – VI.

For instance, 105% means 5% premium/ excess and 95% means discount of 5%.

6.3. Technical Bid:

1. EMD of INR [2] Lakhs shall be submitted by Service Provider online at M.P. tender's portal.
2. The bidder shall submit original RFP document duly stamped and signed on each page along with following documents
 - i. Particulars of the bidder as per **Annexure - I**, Incorporation Certificate.
 - ii. A duly notarized declaration from the bidder, that the firm has neither been declared as defaulter or black-listed by any competent authority of Government of India OR Government of any State as per **Annexure - IV**.

- iii. Authority of authorized signatory to tender documents as per **Annexure - V**.
 - iv. Copy of audited financial statements for the last three financial years (FY 2018-19, FY 2019-20, and FY 2020-21) as per **Annexure - II**.
 - v. Copy of the certificate of registration of GST (or any applicable taxes) with the appropriate authority valid as on date of submission of tender documents.
 - vi. **Annexure - III**: Self Declaration certificate and Experience Certificates.
 - vii. CA certified Salary certificate of the IT employees
3. The price bids of only Technically Responsive bidders will be opened.

6.4. Financial Bid:

- 1. Financial bid shall be submitted online as per format provided in **Annexure - VI**.
- 2. Issuing Authority will conduct the technical evaluation first and will open the Financial Bid only for the technically qualified bidders.

7. SELECTION PROCESS

7.1. Evaluation shall be done based on electronically submitted data.

7.2. Technical evaluation of the proposals shall be carried out by a committee duly constituted by Authority. The Authority will declare the list of technically qualified bidders.

7.3. The Financial bids of the technically qualified bidders will be opened by the committee, in presence of the bidders if they wish to attend.

7.4. Financial Evaluation Criteria shall be based on lowest rates (L1) quote by any Bidder quoted in their Financial Bids.

7.5. The bidder who will offer maximum percentage in the financial bid, will be selected for the rate contract.

7.6. Letter of Acceptance (LOA) shall be issued by the authority, to the selected Bidder to sign the agreement as at **Appendix - F** within seven [7] days of the receipt of LOA, along with submission of Performance Guarantee as per format attached at **Annexure – VIII**. It is clarified that contract will be signed only after submission of Performance Guarantee.

7.7. In case of non-acceptance of Notification of Award and signing of Contract by the successful bidder so selected; EMD submitted by such bidder would be forfeited and Letter of Award, if any, would also be cancelled. Further, the bidder would be blacklisted for a period of 5 years to participate in any bid of SHYAM SHAH MEDICAL COLLEGE. In aforesaid scenario, Authority reserves the right to invite L2 Bidder to carry out the specified works at L1 rates.

7.8. The authority may waive minor infirmity and/or non-conformity in a tender, provided it does not constitute any material deviation. The decision of the authority as to whether the deviation is material or not, shall be final and binding on the bidders.

7.9. The committee constituted by the authority shall have full right to accept or reject any or all the tenders without assigning any reason thereof, at any stage.

7.10. Right to accept or reject any or all the proposals:

Notwithstanding anything contained in this RFP document, the authority reserves the right to accept or reject any proposal and to annul the selection process and reject all the proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

The authority, reserves the right to reject any bid(s) if any of the following happens:

- i. At any time, a material misrepresentation is made or uncovered.

- ii. The Bidder does not provide within the time specified; the supplemental information sought by issuing authority for evaluation of the bid (s). Such misrepresentation/ improper response shall lead to the disqualification of the Service Provider.
- iii. Bidder's failure to submit sufficient and complete details for evaluation of bid within the prescribed time. No bid will be accepted after due date and time.
- iv. Bids received without pre-qualification documents, as required.
- v. Bidders not meeting the pre-qualification criteria stipulated in the tender.
- vi. Bidders not agreeing to furnish required Performance Bank Guarantee.
- vii. Bids/quotations not received through the prescribed procedure.
- viii. The decision of the authority to accept or reject any or all of bid(s) shall be final and binding.
- ix. The authority reserves the right to verify all the statements, information and documents submitted by the bidder in response to the RFP. Any such verification or lack of such verification by the authority shall not relieve the applicant of its obligations or liabilities hereunder nor will it affect any rights of the authority there under.
- x. The agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at REWA, Madhya Pradesh shall have jurisdiction over matters arising out of or relating to this RFP.

8. PERFORMANCE GUARANTEE

- 8.1.** Performance guarantee has to be deposited within thirty [30] days from the letter of award made to the Service Provider over e-mail/dispatch of hard copy.
- 8.2.** Performance Guarantee of INR. [2,00,000] Two lakhs only, in the form of Bank Guarantee from Scheduled Commercial Bank initially valid for a period of 5 years will have to be submitted individually to SHYAM SHAH MEDICAL COLLEGE and their associated Hospitals listed in APPENDIX – A.
- 8.3.** The Performance Bank Guarantee can be in form of Bank Guarantee (as per format in **Annexure – VIII**) in the name of **SHYAM SHAH MEDICAL COLLEGE & their associated Hospitals, M.P.** will have to be valid up to 3 months beyond Service Period including any extension thereof.
- 8.4.** In case the Service Provider does not fulfil the contractual obligations, the performance guarantee amount may be forfeited.

9. PERIOD OF THE CONTRACT

- 9.1.** The Rate Contract shall initially be valid for a period of two (2) Years. The rates quoted by the bidder shall remain unchanged during the period of Rate contract.
- 9.2.** Rates stated by the bidder in their proposal would remain valid for 2 Years and any ordering by the Authority i.e. SHYAM SHAH MEDICAL COLLEGE & their associated Hospitals can be done during this period only.
- 9.3.** However, all the supplies done by the service provider should be covered under 5 years warranty (calculated from date of commissioning).

10. SCOPE OF WORK - SERVICE PROVIDER

The broad scope of this project to be undertaken by the Agency for Supply, Setup & Installation, Commissioning of IT Hardware, Networking, and maintenance of all systems by providing Manpower resource for 5 years at SHYAM SHAH MEDICAL COLLEGE, REWA is as specified below.

- 10.1. Participating Institutions:** Listed at **Appendix - A**
- 10.2.** Agency winning Letter of Award can visit the Hospitals to get on the site assessment of the work on any working day between 10:30 am to 5:00 pm by taking permission from the relevant authority.
- 10.3. Specifications:** Any items supplied under this rate contract should strictly comply with specifications listed at **APPENDIX - B, APPENDIX – C, APPENDIX – D, & APPENDIX – E.**
- 10.4. Warranty / CMC:** The Hardware and software supplied under this rate contract will be covered under warranty (repairing or replacement) for the period of five (5) years from the date of installation and sign off.
- 10.5. Manpower:** Resident Engineer deputed under this rate contract has to qualify as per **Appendix – E.**
- 10.6.** Ordering Authority i.e., SHYAM SHAH MEDICAL COLLEGE and their associated Hospitals will provide office space for IT Managed Operations like space for manpower deployed, space for server room, Furniture, Air-conditioner, and un-interrupted power supply.
- 10.7.** Necessary technical assistance and advice shall be extended by the vendor to resolve problems that may be encountered about Hardware, Operating system and any problems accessing the various application software on the computer systems, etc.
- 10.8.** The vendor shall be responsible for updation of security patches on operating systems which should be done immediately upon their release by the Principal after taking due permission of the SHYAM SHAH MEDICAL COLLEGE, REWA officials.
- 10.9.** The Vendor shall provide automatic anti-virus updation system. The vendor shall be responsible for checking/ ensuring updation of anti-virus files on all PCs. The anti-virus patches on the systems should be latest.
- 10.10.** The vendor shall extend necessary assistance in shifting and reinstallation of equipment.
- 10.11.** Any manpower deputed at Hospitals site should be on payroll of Agency. PF return will be applicable for verification. Any kind of outsourcing are not allowed.
- 10.12.** Any kind of benefits, conveyance, lodging boarding, leave, given to employee should be included in the cost. Any kind of extra payment other than quoted will not be applicable.
- 10.13.** Any items for making the hardware and network components fully functional apart from the items specified in **Appendix – B, Appendix – C, Appendix – D & Appendix - E** will be borne by agency.
- 10.14.** Quarterly meetings will be done with Agency management for monitoring the project. It is expected that one Sr. management and one Sr. technical person will be present in the meeting. No charges will be paid for such meetings.
- 10.15.** In case of any emergency or major problems Agency will be responsible to arrange the expert to resolve the problem at no extra cost.

IT Hardware

- Desktops/ Server/ Printers etc., shall be interconnected via Ethernet LANs. Printers would be attached to individual clients. The Systems should support all the networking protocols. In case of non-support, Agency should provide necessary alternative.
- The Agency shall repair/ replace the defective parts during the warranty period of Five (5) years, to make the equipment working and operationalize.
- The Agency shall also replace parts of equipment in case it is found to be malfunctioning and that the equipment cannot be put to operation otherwise.

Scope of Work for LAN work:

All the active and passive components used should be as per the specifications mentioned in **Appendix – B**.

1. The place of installation of Local Area Network and IT Hardware with other related work at SHYAM SHAH MEDICAL COLLEGE and its associated Hospitals in the State of Madhya Pradesh. The rates for the LAN work shall be valid for the period of two year from the date of contract. The contract may be extended further for the period of one year by the SHYAM SHAH MEDICAL COLLEGE looking to the satisfactory services of the vendor.
2. It will be duty of the bidder to have the credentials of the Service Engineers/Technical Persons deputed for installation of Local Area Network and IT Hardware work to be duly verified and certified.
3. The bidder shall provide Network Certified Engineer to ensure proper maintenance and management of Local Area Networking work.
4. The bidder shall install network by laying the cables CAT- 6 and OFC level as per specifications and terms of the tender.
5. The bidder shall install network switches with uninterrupted power supply equipment's and other peripherals necessary to make the network functional.
6. All the Network nodes shall be connected to Network Switches by appropriate casing covered cables.
7. All the hardware and the material used for installation of Local Area Networking shall be of good quality and of reputed make and brand as mentioned in the tender document.
8. It shall be the responsibility of the bidder to ensure connectivity of every Node with the Server installed in the Computer Room of the Hospitals.
9. Each Network switch shall have sufficient provision of additional Nodes for future requirement.
10. The bidder shall ensure that no damage is caused to the Building / Hospital premises and proper repairs and finishing is to be done after installation of the Network.
11. All network switches to be compatible with the existing LAN infrastructure of the Hospitals on IEEE standard protocols.
12. Switch should be Ipv6 ready / logo ready Certified.
13. The specifications mentioned in tender document are minimum and the vendor may quote higher specifications items.
14. The network switches should have proper fans for cooling or should have finless design for proper cooling.
15. Technical datapoint installation team is solely responsible for damage of their material/theft etc. during work.
16. The bidder must quote only 01 product of single make / brand at a time and not multiple brands for same item.
17. All Prospective bidders are requested to submit the bid with all relevant documents and product brochures / catalogues.
18. All the managed switches should be from same OEM.

Do's and Don'ts for the Bidder:

<i>Do's</i>	<i>Don'ts</i>
Use connecting hardware that is compatible with the installed cable.	Do not use connecting hardware that is of a lower category than the cable being used.
Terminate each horizontal cable on a dedicated telecommunications outlet.	Do not tap a new line from the middle of another cable (called bridge taps), as it picks up more noise. Do not leave cables un-terminated.

Locate the main cross-connect near the center of the building to limit cable distances.	Do not locate cross-connects where cable distance will exceed the maximum allowed distance.
Maintain the twist of horizontal and backbone cable pairs up to the point of terminations.	Do not leave any wire pairs untwisted (Keep the twist until the closest possible places to the terminations).
Tie and dress horizontal cables neatly and with a minimum bend radius of 4 times the cable diameter.	Do not over-tighten cables ties. Never use staples or make sharp bends with cables.
Place cabling at a sufficient distance from equipment.	Do not place cable near equipment that may generate high levels of EMI (i.e., electricity wire (power line) and fluorescent light).
Optical Fiber Cable is to be used in-case the distance between the 2 points is more than 80 mtrs.	Do not use CAT6 Cable incase the distance is more than 80 mtrs.
Tenderer will provide financial quotation @per Data Point & Hardware item where L1 will be consider as final	

Manpower Resource (Resident Engineer)

- i. The vendor shall arrange the station the resident engineers as per the **Appendix – E** in the office premises on all working days. The working hours on weekdays will be as per the shifts assigned by the Hospital. However, under special circumstances, the working hours shall vary as per the given situation. The resident engineers shall report to the Superintendent on all working days during office hours.
- ii. The Manpower required for support & maintenance and the qualifications of the Resident Engineers should be as per the **Appendix– E**.
- iii. Call logging – Through Help Desk Software, telephone, e-mail or by personally intimating.
- iv. In case of transfer/ release of the resident staff, replacement should be immediate with no gaps in the support operations. Knowledge transfer to the new resident engineer should be completed within the shortest possible time by the agency at his own cost.
- v. In case of urgency resident staff would be called on holidays.
- vi. All the mobile numbers of resident staff to be provided to Hospitals so that they can be contacted in case of any services.
- vii. Hospital shall have the right to reject Resident Engineers at any point in time with a minimum notice period of four weeks, within which the vendor should arrange for a new incumbent.
- viii. The personnel deployed to render services shall be appropriately skilled, trained and shall be bonafide employees of the tenderer and must possess appropriate certification any other certificates proving the skill sets, for delivery of the services mentioned in this document. Copies of certificates to be enclosed in the Bids.
- ix. The qualified service personnel of the Agency are required to carry their Agency provided photo identity card in person during their term in the Hospital. The tenderer, upon acceptance of the offer for Networking is required to provide certified introductory letters with photographs for the service personnel and this may be addressed to the superintendent, Hospital.
- x. The team leader should be responsible for the decisions that need to be taken on time-to-time basis,

should be responsible for organizing, planning, directing, coordinating, and following up the overall activities for the location, should have experience and proven expertise in managing similar capacity and should have a minimum of 3 years' experience with minimum one year as a team head.

- xi. Upon changing resource personnel, the tenderer is supposed to give sufficient notice to the Hospital in this regard before replacing such a team member. Frequent changing of service personnel needs to be avoided.
- xii. The Resident Engineers at Hospital location are governed by the codes and ethics of the workplace and shall be subjected to verification by the Police or other agencies.
- xiii. The Agency should ensure to maintain adequate no. of manpower as per **Appendix - E** and arrange a pool of standby manpower in case any absences from the duty.

11. INVOICING

- i. Rate Contract will be finalized by SHYAM SHAH MEDICAL COLLEGE, REWA & the payments will be done by concerned SHYAM SHAH MEDICAL COLLEGE and their associated Hospitals as mentioned in **Appendix – A**.
- ii. The payment will only be made after receiving satisfactory report from the side of committee formulated by Hospitals.
- iii. Payment will be made **within a period of 30 days after** submission of the bill in triplicate.
 - a. 60% on delivery on the items quoted
 - b. 30% after Installation and UAT
 - c. 10% after receiving satisfactory report from the committee formulated by Hospitals.
- iv. Payment for Manpower will be done on monthly basis, after submission of proof of payment of the salary.
- v. The Agency shall be responsible for the payment of salary, for the manpower employed at various HOSPITALS, on or before 10th of each succeeding month.
- vi. All the applicable taxes & duties shall be the responsibility of service provider. However, GST will be paid extra by the Authority i.e. SHYAM SHAH MEDICAL COLLEGE & their associated Hospitals. The SHYAM SHAH MEDICAL COLLEGE, REWA would be at liberty to make the necessary tax deduction at source, as required by law.
- vii. SHYAM SHAH MEDICAL COLLEGE, REWA shall not consider any request in change of rates of RC and Hardware/ Networking due to any reason whatsoever, during currency period of the rate contract (2 years).

12. DISPUTE RESOLUTION MECHANISM

- 12.1.** Force Majeure will be applicable to both parties. A party claiming Force Majeure shall exercise reasonable diligence to overcome the Force Majeure event and to mitigate the chances of non-performance of its obligation under the tender. Both the parties understand that COVID-19 pandemic and conditions related to it shall not be construed Force Majeure for the purposes of this Tender and Agreement thereto.
- 12.2.** In the event of any dispute or difference arising out to this agreement/contract and/ or in relation to the implementation hereof, the same shall be resolved initially by mutual discussion and conciliation between the Service Provider and Authority. In case of dispute, the matter shall be referred to sole arbitrator who shall be the Chairman of Autonomous society. His decision shall be final and binding on both the parties.
- 12.3.** Provisions of Consumer Protection Laws by any name shall be applicable to Service Provider.

13. PERFORMANCE MONITORING

13.1. The SHYAM SHAH MEDICAL COLLEGE will be free to monitor the quality of services rendered by the Service Provider on a periodical basis. Any shortcoming will be communicated to the Service Provider in a written format and Service Provider will be responsible for rectification/action if any.

14. PENALTIES & TERMINATION

i. If in any case break down of hardware takes place and the employee present is not able to handle the situation within 24 hrs. fine as decided in penalty clause will be charged as per below:

SLA Parameter	Target	Penalty
Hardware Breakdown	Repaired or replaced within 7 days (1 week)	5% of that Purchase Value per week (maximum up to 10%), will be deducted from the Performance Bank Guarantee If the repair or replacement is not done within specified time, then actual overall cost of repair/ replacement of that item will be deducted from the Performance Bank Guarantee

ii. If in any case break down of networking takes place and the employee present is not able to handle the situation within 24 hrs. fine as decided in penalty clause will be charged as per below:

SLA Parameter	Target	Penalty
Network Availability (monthly)	>=98%	No Penalty
	<98% and >=95%	For every 0.25% degradation in the uptime there will be a penalty of 1% of Contract Value, that will be deducted from the Performance Bank Guarantee
	<95%	For every 0.25% degradation in the uptime there will be a penalty of 2% of Contract Value, that will be deducted from the Performance Bank Guarantee

Total % downtime will be calculated through following formula:

$$\% \text{ downtime} = (\text{downtime hours in a month}) \times 100 / (\text{total days in the months} \times 24)$$

iii. If in any case any of the employee is not available or not working efficiently because of which the service of the hospital is hampering than fine will be charged as decide by the administration:

#	Role	No. of Persons Required for support	Penalty per day
(1)	(2)	(3)	(4)

1.	Resident Engineer	Resident Engineer for support and maintenance for a period of 5 years (the services need to be provided in shift as decided by appropriate authority at Hospital; however, will be available over call / physically 24*7, if required)	INR 1000/-
----	-------------------	--	------------

#	No. of absence shifts per role in a quarter	Applicable Penalty / Actions
1.	> 0 but <= 10	No. of absence shifts x Amount defined in the column "4" of above-mentioned table
2.	> 10 but <=30	No. of absence shifts x 2 x Amount defined in the column "4" of above-mentioned table
3.	> 30	Issue of letter of warning and subsequent actions as per terms and conditions of RFP

14.1. Right to Deduct:

- 14.1.1. Authority would be deducting the penalties imposed on the Agency for Hardware or Network breakdown from the Performance Bank Guarantee submitted.
- 14.1.2. Authority would be deducting the penalty imposed on the agency for Manpower from the salary paid to the Manpower. Payment for Manpower will be done on monthly basis, after submission of proof of payment of the salary.

14.2. Termination

- 14.2.1. SHYAM SHAH MEDICAL COLLEGE, REWA however, reserves the right to terminate the contract by serving one month notice, in writing if the hospital superintendent is not satisfied about the services of the Agency. The Agency may also ask for the same by giving three months' notice, but Agency must provide the Manpower till the next agency takes over.
- 14.2.2. In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Agency will be liable to be forfeited by SHYAM SHAH MEDICAL COLLEGE, REWA besides annulment of the contract.
- 14.2.3. Upon being selected as the successful tenderer, and being awarded the contract, the tenderer is expected to reply to all queries / complaints that may be raised by the SHYAM SHAH MEDICAL COLLEGE, and their associated Hospitals from time to time. Evasive attitude by the tenderer would subject the contract being terminated without notice / non-renewal of further contracts with the tenderer.
- 14.2.4. **Vacating premises after Termination of Contract:** After the termination or completion of the term of contract or termination, the service provider must immediately vacate the premises and leave aside all the machines, apparatus & infrastructure that does not belong to the service provider. The service provider is required to leave the entire infrastructure (with its interiors) with Air conditioners and other electrical fittings in place. While vacating the premises the service provider is required to do the minimal damage to the infrastructure. The service provider must vacate the premises within one month of the end date of the contract or the date of termination of contract whichever is earlier.

14.3. Force Majeure

14.3.1. Force Majeure shall be as defined in **Annexure - IX** of this RFP.

ANNEXURES

ANNEXURE - I: PERSONAL DETAILS OF THE AGENCY

1	Name of Agency	
2	Name of Authorized signatory	
3	Full Particular of Office	
	a) Address b) Contact No c) Fax No d) Email	
4	PAN	
5	GST No	
6	Details of EMD* a) Amount b) Drawn on Bank c) ref No.	
7	Name & Contact Details of Representative	
8	Registration Details of entity (Enclose certificate)	

DETAILS OF STAFF AVAILABLE WITH AGENCY

S. No.	Name	Employee Code	Qualification	ESI No.	P.F. No.	Experience in IT (Yr.)
1.						
2.						
3.						
4.						
5.						

Signature of authorized signatory

Name:

Place:

Seal

CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED WITH TENDER

Confirm the enclosure all the below documents self-attested without which tenderer may not be eligible to participate in the tender.

Eligibility Criteria /Checklist of Documents for Tender

S. No	Description of Item
1	Details of EMD
2	The bidder shall submit original RFP document duly stamped and signed on each page
3	Financial details of Agency as per Annexure - II
3.a	Self-Attested copy of PAN Card.
3.b	Audited Balance Sheet for last 3 years
3.c	Income Tax Returns for last 3 years
3.d	GST Registration Certificate & Latest GST Challan
4	Documentary proof of installation in multi-specialty hospital (at least one) with minimum 100 beds as per Annexure - III
5	Documentary proof for minimum 5 IT Professionals on the Agency payroll for last 1 year (Salary Slips) as per Annexure - I
6	Declaration that the Agency has not been debarred/ blacklisted by the Government Departments/Agencies as per Annexure - IV
7	Documentary proof of Power of Attorney/ Signing Authority from the Agency as per Annexure - V
8	Other Annexures & Appendices as given in Tender Doc.

ANNEXURE - II: FINANCIAL INFORMATION

Name of Institution/Company:

Annual turnover of last three Financial years with details (CA Audited Balance sheet & Profit and Loss Statement to be submitted)		
Years	Turnover (in INR)	Profit after Tax (Not Required)
2017-18		
2018-19		
2019-20		

Annual turnover of last three Financial years with details (Income Tax Return)		
Years	Turnover (in INR)	Income Tax Return
2017-18		
2018-19		
2019-20		

Signature of authorized signatory

Name:

Place:

Seal:

ANNEXURE – III: SELF CERTIFIED EXPERIENCE

S.no	Duration	Years	Location	Hospital facility	Bed Capacity

Signature of authorized signatory

Name:

Place:

Seal:

**ANNEXURE - IV: FORMAT FOR AFFIDAVIT CERTIFYING THAT
ENTITY/PROMOTER(S)/ MEMBERS OF ENTITY ARE NOT BLACKLISTED
(On a Stamp Paper of relevant value)**

I, M/s, (the names and addresses of the registered office)

hereby certify and confirm that we or any of our promoter(s) are not barred by or blacklisted by any state government or central government / department / organization in India from participating in Project/s, either individually or as member of a Consortium as on the _____(Date of Signing of Application).

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period and performance guarantee may be forfeited.

Dated thisDay of, 2022.

Name of the Applicant

Signature of the Authorized Person

Name of the Authorized Person

ANNEXURE - V: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

(On a Stamp Paper of relevant value)

Power of Attorney

Know all men by these presents, We M/s -----

(Name and address of the registered office) do hereby constitute, appoint and authorize Mr /Ms.....

(Name and residential address and PAN), duly approved by the Board of Directors in their meeting held on (Copy of board resolution enclosed), who is presently employed with us and holding the position of----- as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for " RFP for Supply, Setup & Installation of Hardware, Networking & Manpower". We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this theday of 2022

For _____

(Name, Designation and Address) Accepted _____

(Signature)

(Name)

ANNEXURE - VI: FINANCIAL PROPOSAL

- a. Amount mentioned in the below table involves supply and installation of all the networking and hardware components at all site locations.
- b. Any items for making the hardware and network components fully functional apart from the items specified in Appendix – B, Appendix – C, Appendix – D & Appendix - E will be borne by agency.
- c. Bidders will have to Quote single percentage up to 2 decimal places (00.00 %) on baseline rates defined in the table below:

HARDWARE/ NETWORK COMPONENTS	REMARKS	QUANTITY	BASELINE COST FOR SINGLE UNIT (exclusive of GST)
1	2	3	4
Data Point	This includes supply, installation and all the items to make the Data Point fully functional using items specified in Appendix – B (Networking Equipment Compliance Sheet) at all the Hospitals specified above.	97	8000
Wi-Fi	This includes supply, installation of Wi-Fi access points in open areas or as desired by Hospital authorities specified in Appendix – B (Network Equipment Compliance Sheet) at all Hospitals specified above.	As per requirement	15000
Computer	This includes supply, installation of Desktop Computer fully functional as specified in Appendix – C (Hardware/ Server Compliance Sheet) at all the Hospitals specified above.	50	50000
UPS 0.6 KVA	This includes supply, installation of UPS fully functional as specified in Appendix – C (Hardware/ Server Compliance Sheet) at all the Hospitals specified above.	50	2500
Printer	This includes supply, installation of Printer functional as specified in Appendix – C (Hardware/ Server Compliance Sheet) at all the Hospitals specified above.	34	13000

HARDWARE/ NETWORK COMPONENTS	REMARKS	QUANTITY	BASELINE COST FOR SINGLE UNIT (exclusive of GST)
1	2	3	4
Server	This includes supply, installation of Server fully functional as specified in Appendix – C (Hardware/ Server Compliance Sheet) at all the Hospitals specified above.	2	385000
UPS 10 KVA	This includes supply, installation of UPS fully functional as specified in Appendix – C (Hardware/ Server Compliance Sheet) at all the Hospitals specified above.	1	150000
Display Panel	This includes supply, installation of Display Panel fully functional as specified in Appendix – D (Display Panel for QMS) at all the Hospitals specified above.	0	50000
Firewall	This includes supply, installation and all the items to make the Firewall fully functional using items specified in Appendix – C (Technical Specifications for Firewall) at all the Hospitals specified above.	1	450000
Manpower	This includes supply of manpower for 5 years to provide support & maintenance of hardware and network at all the Hospitals specified above as specified in Appendix – E (Manpower Resource).	As per requirement	25000
Offered %:			

Note:

- The above prices are exclusive of GST.
- The method of evaluation is L1 based on % offered by the bidder.
- **SHYAM SHAH MEDCAL COLLEGE REWA** will be releasing the Purchase Order for the above items as per the actual required quantity. Whereas the material will be billed as per the consumption. Manpower order will also be released.

ANNEXURE - VII: BANK GUARANTEE FORM FOR EMD

To be submitted online through www.mptenders.gov.in

ANNEXURE - VIII: FORMAT OF PERFORMANCE SECURITY

(To be executed on non-judicial stamp paper)

To
Dean
SHYAM SHAH MEDICAL COLLEGE,
REWA

WHEREAS:

- A. (the “Service Provider”) and (the “Authority”) have entered into an Agreement dated [●] (the “Agreement”) whereby the Authority has agreed to the Agency for undertaking the Project in accordance with the provisions of the Agreement.
- B. The Agreement requires the Service Provider to furnish a Performance Security to the Authority in a sum of [INR. 2,00,000] 2 lakhs only (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Operation Period [5 years from the Date of Agreement].
- C. We, through our Branch at (the “Bank”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally, and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Service Provider obligations during the Operation Period/Defect Liability Period [5 years], under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Service Provider, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an Officer not below the rank of [Joint Director cum Superintendent], that the Service Provider has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final, and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Service Provider is in default in due and faithful performance of its obligations during the Operation Period/Defect Liability Period [5 years] under the Agreement and its decision that the Agency is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Service Provider, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Service Provider for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Service Provider and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Service Provider before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Service Provider contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Service Provider, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or

the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Service Provider or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Service Provider under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, not later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. Upon request made by the Service Provider for release of the Performance Security along with the particulars required hereunder, duly certified by a statutory auditor of the Service Provider, the Authority shall release the Performance Security forthwith.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of five years or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this day of, 20..... At

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee
- (ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch

ANNEXURE - IX: FORCE MAJEURE

1. Force Majeure

As used in this Agreement, the expression “**Force Majeure**” or “**Force Majeure Event**” shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in sub-clauses **Error! Reference source not found.** and **Error! Reference source not found.** respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the “**Affected Party**”) of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party. Event such as described below are some examples.

1.1. Non-Political Event

1.1.1. A Non-Political Event shall mean one or more of the following acts or events:

- a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire, or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Project Site and Project Facility) making impossible to render the Service
- b) strikes or boycotts (other than those involving the Agency, or its respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services for a continuous period of 24 (twenty four) hours and an aggregate period, exceeding 7 (Seven) days in an Financial Year, and not being an Indirect Political Event set forth in Clause **Error! Reference source not found.**;
- c) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Agency by or on behalf of such Contractor.
- d) any judgement or order of any court of competent jurisdiction or statutory authority made against the Agency in any proceedings for reasons other than (i) failure of the Agency to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority.
- e) the discovery of geological conditions, toxic contamination or archaeological remains on the Project Site and Project Facility that could not reasonably have been expected to be discovered through a site inspection; or
- f) any event or circumstances of a nature analogous to any of the foregoing.

1.2. Indirect Political Event

1.2.1. An Indirect Political Event shall mean one or more of the following acts or events:

- a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage.
- b) any political or economic upheaval, disturbance, movement, struggle, or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the construction or operation of the Project to be financially viable or otherwise not feasible.

- c) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (Twenty-Four) hours and exceeding an aggregate period of 7 (seven) days in a Financial Year.
- d) any civil commotion, boycott or political agitation which prevents collection of User Charges by the Agency for an aggregate period exceeding 7 (seven) days in a Financial Year.
- e) failure of the Authority to permit the Agency to continue its Construction Works, with or without modifications, in the event of stoppage of such works after discovery of any geological or archeological finds or for any other reason.
- f) any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Agency by or on behalf of such Contractor.
- g) any Indirect Political Event that causes a Non-Political Event; or
- h) any event or circumstances of a nature analogous to any of the foregoing.

1.3. Political Event

- 1.3.1. A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:
- a) change in Law, only if consequences thereof cannot be dealt with under the Service Provider Agreement
 - b) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Agency or of the Contractors.
 - c) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, permit, concession, no objection certificate, consent, approval or exemption required by the Agency or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Agency's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, concession, no objection certificate, exemption, consent, approval or permit;
 - d) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Agency by or on behalf of such Contractor; or
 - e) any event or circumstance of a nature analogous to any of the foregoing.

1.4. Duty to report Force Majeure Event

- 1.4.1. Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:
- a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this article with evidence in support thereof.
 - b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement.
 - c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
 - d) any other information relevant to the Affected Party's claim.

- 1.4.2. The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (Seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.
- 1.4.3. For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by the Authority, and such other information as the other Party may reasonably request the Affected Party to provide.

1.5. Effect of Force Majeure Event on the Agency

- 1.5.1. Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the period set forth for fulfillment of all Condition shall be extended by a period equal in length to the duration of the Force Majeure Event.
- 1.5.2. At any time after the Appointed Date if any Force Majeure Event occurs:
 - a) before COD, the Concession Period and the dates set forth in Schedule Completion Date shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or
 - b) after COD, whereupon the Agency is directed by the Authority to suspend the operation thereof during the subsistence of such Force Majeure Event, the Concession Period shall be extended by a period, equal in length to the period during which the Agency was prevented from receipt of Operational Payment and collection of User Charges on account thereof.

1.6. Allocation of costs arising out of Force Majeure

- 1.6.1. Upon occurrence of any Force Majeure Event prior to the Appointed Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.
- 1.6.2. Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and attributable to such event and causally relating to the Project (the “**Force Majeure Costs**”) shall be allocated and paid as follows:
 - a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.
 - b) upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Agency and to the extent Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Agency: and
 - c) upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by the Authority to the Agency.
- 1.6.3. For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, O&M Expenses, any increase in the cost of construction works on account of inflation and all other costs directly attributable to the Force Majeure Event, but shall not include loss of Operational Payment, User Charges revenues or debt repayment obligations, and for determining such costs, information contained in the Financial Package may be relied upon to the extent that such information is relevant.
- 1.6.4. Save and except as expressly provided in this article, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims,

demands, and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

1.7. Termination Notice for Force Majeure Event

- 1.7.1. If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this article, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days' period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

1.8. Termination Payment for Force Majeure Event

- 1.8.1. If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Agency in an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover.
- 1.8.2. If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Agency in an amount equal to:
 - a) Debt Due less Insurance Cover: provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; and
 - b) 110% (one hundred and ten per cent) of the Equity.
- 1.8.3. If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Agency in an amount that would be payable under Clause 15 as if it were an Authority Default.
- 1.8.4. Upon Termination during Operation Period, the Agency shall be entitled, and Authority shall pay pro-rata amount of the Operational Payment payable until date of Termination for the period during which the Agency has carried out its obligations in compliance with Agreement.

1.9. Dispute resolution

- 1.9.1. In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure, provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

1.10. Excuse from performance of obligations

- 1.10.1. If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused-from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

- a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event.
- b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or because of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- c) when the Affected Party can resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

APPENDICES

APPENDIX – A: REQUIREMENT OF MEDICAL COLLEGE & THEIR ASSOCIATED HOSPITALS

- This is the tentative requirement, may vary (20%) according to SHYAM SHAH MEDICAL COLLEGE and their associated Hospitals requirements:

S. No.	College	Data Point	Computer	UPS 0.6 K	Printer	Display	Server	UPS 10K
1	REWA							
Total								

- The Agency will submit list of Manpower and Project Manager who will involve in this project during execution period.
- It is the responsibility of service provider to maintain uptime of the supplied/installation done by them, for a period of 5 years (i.e. all the supplies made by them would be under warranty for 5 years).
- The Agency would give Five (5) years on-site comprehensive warranty of all Equipment's including Hardware, Software, and Networking items mentioned in the SOW.
- For the purpose, the Agency would provide Manpower support for Five (5) years on-site, for support and maintenance of all Equipment's including Hardware, Software, and Networking items.
- All Equipment's will have to be supplied with all the software drivers and detailed operational and maintenance manuals free of cost.
- Above stated requirements are tentative in nature & can increase/ decrease based on the actual need of Medical College & their associated Hospitals.
- Project duration will be Five (5) years.
- Present cabling to be retained and not to be disturbed at any stage.

APPENDIX – B: NETWORKING EQUIPMENTS COMPLIANCE SHEET

- a. Any items for making the hardware (i.e., Computers, Printers, UPS, Server etc.) and network components fully functional apart from the items specified below will be borne by Agency.

S. No.	Product	Specification
1	Cat-6, UTP 4 pair cable	Cat-6, UTP cable, 4 pair, with pair separator, with Nominal, 1 reel=305Mtrs, UL listed.
2	1" PVC casing 1mm or thicker with Accessories	1"PVC casing ISI mark 1mm or more thick, Medium with accessories to fix up on wall for data Cabling
3	2" PVC casing 1mm or thicker with Accessories	2"PVC casing ISI mark 1mm or more thick, Medium with accessories to fix up on wall for data Cabling
4	1" GI Pipe class B standard with Accessories	1" GI Pipe class-B galvanized standard with accessories, ISI mark with accessories
5	1-port faceplate, 86MM x 86MM	1-port faceplate, 86MM x 86MM, UL Listed 86MM x 86MM, face plate for holding 1 No UTP I/O with label holders for identification. Color- white. UL listed
5.a.	Cat 6, UTP Information Outlet Specification	Cat 6, UTP Information Outlet- for Data field/panel side UL Listed
6	24-port Modular Jack Panel	24 port, 1U rack height for holding UTP jacks. The panel should have label holder for identification.
7	Cat 6A UTP Patch Cords 1 Mtr	Cat 6 UTP Patch Cords 1 Mtr
8	Cat 6A UTP Patch Cords 2 Mtr	Cat 6 UTP Patch Cords 2 Mtr
9	6-core Single Mode Armored FO Cable	6 core armored outdoor single mode optical fiber cable with OS-2 compliance. Color- Black, corrugated steel armor should be provided to protect crush resistance
10	1U 24 Port Rack mountable	LIU Fully loaded with accessories 1U Rack mountable LIU with accessories and mount with 24 port patch panel to hold upto 2nos FAP.
11	1U 12 Port Rack mountable LIU	1U Rack mountable LIU with accessories and mount with 12 port patch panel to hold upto 4 nos FAP.
12	LC-Style pigtail, 1.0 Mtr, SMF, 10 GIG	1.5 Meter Length LC interface in one end pigtail, SMF any color, UL Listed, OS-2 compliance Make: D-Link / or equivalent

S. No.	Product	Specification
13	LC-SC Style Single mode Duplex Patch Cord 3 Mtr	LC-SC, single mode OFC, duplex, 3mtrs, color-yellowly listed. OS-2 compliance Make: D-Link / SYSTIMAX / Panduit / Molex or equivalent
14	12 U Wall mountable Rack	12U wall mount rack with front glass door and lock, DOUBLE SECTION, 500 MM depth with 2 Nos Fan and 1 No 6 sockets Multipurpose with ON/ OFF switch and LED indicator, ISI marked and necessary mounting Hardware to mount 19" equipment. Make: APW / Panduit / VALRACK or equivalent
15	42U Close rack with accessories, UL listed Specification	42U rack height, 2 post open rack with accessories to mount on the floor level. 19" EIA rack, Aluminum, Dimension: 2010mm x600mm x 1000 mm. Color-Black, UL listed. 42U vertical Cable manager with PVC cover. PVC 1U vertical cable manager with PVC cover, color- Black, UL listed. 1U Horizontal cable manager, PVC 1U horizontal cable manager with PVC cover, color- Black. Make: President / Molex/ Val rack or equivalent
16	HDPE Pipe 32mm –ID or More	As per ISO Standards Make: Reliance or equivalent
17	Cable route marker 1.5 MTR height	Cable route marker for Fiber WITH 1.5 MTR height black color painted with highlighted as OFC in yellow color. Non-flammable, non-corrosive, rust proof, oil, and fungus resistant. Make: As per standards.
18	1000Mbps LX Module,	1GIG OFC Module, SMF Single Mode 1000 Base LX Module for 1 GIG connectivity. Make: D-Link / Cisco / HP Aruba / or equivalent
19	24 Port POE Manageable Switch	24 x10/100/1000 Base-T PoE Port, 4xGigabitRJ45/SPF combo Port, L2+ Static Routing Make: D-Link / Cisco / HP Aruba / or equivalent
20	24 port switch Layer-2 Manageable	24 port layer-2 switch with 24Nos 10/100/1000 Mbps copper ports and 2 SFP Port, with all layer-2 functionality. Make: D-Link / Cisco / HP Aruba / or equivalent
21	24 port switch Layer-3 Manageable	24 port layer-3 switch with 24Nos 10/100/1000Mbps copper port with 4 Nos 1GIG OFC / SFP port, and 4 Nos 10 GIG SFP+ ports, stackable up to 9 unit, Manageable, all layer-3 services, RJ45 console, USB ports, layer-2 and layer-3 services, power consumption for 45 Watt Maximum, 128 Gbps Band width, 95 Mpps, 68K MAC Address table, with stackable cable. L3 Routing protocol with OSPFv2 and v3, BGPv4 and v4+, L3 multicast DVMRPv3 and PIM-SM/DM for IPv4/IPv6. Make: D-Link / Cisco / HP Aruba / or equivalent

S. No.	Product	Specification
22	Access Point for Wi-Fi	High-performance Connectivity t IEEE 802.11n wireless1 t Up to 300 Mbps1 t Fast Ethernet 10/100 LAN port Made for Business-class Environments t Ideal for indoor deployment2 t Traffic control/QoS t Internal RADIUS server t Web redirection Trusted Security Features t WPA/WPA2 - Enterprise/Personal t WPA2 - PSK/AES over WDS t MAC address filtering t Network Access Protection (NAP) t ARP spoofing prevention t WLAN partition
23	1"PVC Pipe 1mm thick with Accessories Specification	1 Inch PVC conduit with accessories, 1mm, Medium., ISI Make: AKG/RKG/ESC or equivalent
24	Cable route marker 1.5 MTR height	Cable route marker for Fiber WITH 1.5 MTR height black color painted with highlighted as OFC in yellow color. Non-flammable, non-corrosive, rust proof, oil, and fungus resistant. Make: As per standards.

Structured Cabling

- The Bidder is required to install and commission the structured cabling involving CAT - 6 Cables, Surface Mount I/O's, Jack Panel, PVC conduit / casing / capping with accessories, any other required components such as labels, ferrules etc., and all associated civil works in accordance with the following guidelines: -
 - Carrying out of the required surveys prior to installation work is the responsibility of the Successful Bidder, if deemed necessary.
 - The cabling job should be carried out under the supervision of Network Certified Engineers.
 - All the wiring should be fully concealed inside the conduit casing and no cable (except patch cords) should be visible to the naked eye.
 - The cabling shall be properly labeled and ferruled to facilitate easy identification and maintenance. The labeling and ferruling shall be documented.
 - All civil work like cutting, chasing, drilling, etc. shall be finished to ensure smooth leveled surfaces matching the existing aesthetics of the office to the extent possible.
 - All waste material shall be properly disposed of from the Superintendent, Hospitals premises in an environment friendly manner and complaint to applicable civil /municipal guidelines.
- Testing, in conformance to measurement procedures and test parameters for CAT 6 installation as defined in TIA/EIA-568-B standards, of each node using a Penta scanner. The **certified test results** are to be submitted to concern Hospitals in hard copy.
- The cabling components and the system (cables, I/O's, Patch Cords and Jack Panel) shall.
 1. IEEE 802.3 compliant
 2. Conform to the TIA/EIA 568 standard
 3. UL listed
- The PVC conduit / casing / capping / all accessories and other required components including labels, ferrules, and any other proposed components shall **be ISI /ISO certified.**
- The Bidder shall provide the details (technical specifications, dimensions, brochures, make, model, photo catalogues) and conformance to standards mentioned in the tender document.
- The bidder must adopt following guidelines for Cabling and Networking:

Twisted Pair cable guidelines:

CONDITION	< 2KVA	2-5KVA	>5KVA
Unshielded power lines or electrical equipment in the proximity to open or non-metal pathway.	5 inches or 12.7 cm	12 inches or 30.5 cm	24 inches or 61 cm
Unshielded power lines or electrical equipment in the proximity to grounded metal conduit pathway.	2.5 inches or 6.4 cm	6 inches or 15.2 cm	12 inches or 30.5 cm
Power lines enclosed in a grounded metal Conduit (equivalent shielding) in the proximity to grounded metal conduit pathway.		6 inches or 15.2 cm	12 inches or 30.5 cm
Fluorescent lighting.	12 inches or 30.5 cm		
Transformers and electric motors.	40 inches or 1.02 meter		

Minimum bending radius for a cable:

- According to EIA/TIA SP-2840A the minimum-bending radius for UTP is 4 x cable outside diameter, about 1 inch. For multi-pair cable the minimum-bending radius is 10 x outside diameter.
- For fiber optic cables not in tension, the minimum bend radius is 10 x diameter; cables loaded in tension may not be bent at less than 20 x diameter. SP-2840A states that no fiber optic will be bent on a radius less than 3.0 cm (1.18 inches).
- Minimum for pulling during installation is 8 x cable diameter; minimum installed radius is 6 x cable diameter for riser cable, 4 x cable diameter for horizontal cable.

For running cable, the bidder must follow following rules:

- i. Always use more cable than you need. Leave plenty of slack.
- ii. Test every part of a network as the time of installation. Even if it is brand new, it may have problems that will be difficult to isolate later.
- iii. Stay at least 3 feet away from fluorescent light boxes and other sources of electrical interference.
- iv. If it is necessary to run cable across the floor, cover the cable with cable protectors.
- v. Label both ends of each cable.
- vi. Use cable ties (not tape) to keep cables in the same location together.
- vii. The conduit or casing should not be filled completely with the cables. There should be room for future expansion.

UTP Cabling Installation:

- To avoid stretching, pulling tension should not exceed 110N or (25 lb f) for 4-pair cables.
- Installed bend radii shall not exceed: - 4 times the cable diameter for horizontal UTP cables. – 10 times the cable diameter for multi-pair backbone UTP cables.
- Avoid cable stress, as caused by cable twist during pulling or installation – tension in suspended cable runs – tightly clinched cable ties or staples – tight bend radii.
- Horizontal cables should be used with connecting hardware and patch cords (or jumpers) of the same performance category or higher.
- Important Note: Installed UTP cabling shall be classified by the least performing component in the link.
- OFC to be used in place of CAT 6 over 80 mtrs of length.

Provisioning, Installation and Commissioning of Local Area Network (LAN)

- The Agency will do Project Site/Medical College Office survey for installation of Server, Computers, Printers, Network Points, path for laying of Fiber/UTP cables and will prepare a diagram.
- The Agency will install Server, Computers, Printers, and other Network items as per locations marked and identified by SHYAM SHAH MEDICAL COLLEGE officials and Medical College.
- The supply of hardware, data cabling and networking Items for structured cabling for all 13 Medical College.
- The Agency shall be responsible for supply and installation of Racks, Jack Panels, Patch Panels, CAT6 UTP Cables, Patch cords, Connectors, I/o Boxes, Face Plates, Ferule, Tie for all network components in all Medical College Office.
- The Agency will provide one technical manpower (Diploma in Engineering in BCA/IT/CS/Electronics/Electronics and minimum 3 years post qualification experience of LAN Management.) at each medical college office. This manpower will provide services of the Equipment's installed in the office of Medical College up to Project cycle of 5 years.
- LAN Set up and security concern (must be brand new) and provide maintenance for 5 years.
- Scope of cabling will include supply, laying, conducting, termination, and rack mounting of components wherever applicable.
- The Agency shall note that all the Equipment's shall be supplied with the relevant interface and data cables.
- The supplier will identify the switch ports on existing switches that can be used for connecting additional nodes from the existing network.
- Each switch shall have 10% extra capacity for future requirements for: VC points, IP Surveillance points, Display Systems etc.
- Uninterrupted power supply (UPS) will be provided to all active LAN elements to ensure interruption free operations during temporary power failures.

General Guidelines to the Contractor / Bidder:

- Tagging each network terminal for easy identification by using Numeric Tags.
- Unique tag code for uplink so that it is easily identified.
- Proper Termination of Fiber Optics Cable if any use or to be used.
- Stands for switches should be provided so that the switch is rack mountable.
- Port of the Patch Panel should be numbered so that the node can be tracked with Numeric Tag.
- I/O port should be provided and numbered accordingly.
- Tenderer will provide financial quotation @per LAN port

Documentation to be submitted by the contractor:

- Details Descriptive documentation of the Structural Cabling.
- Test Report of the Network Cable with a comparison of test parameter with the specification parameter and variation.
- Evaluation Report of the Built IT Infrastructure.
- Drawings showing the location of cable runs, (preferably with individual cable lengths marked for any legacy thin Ethernet runs).
- Size and occupancy of any existing cable ducts or conduits, which are available for use when expanding the network.
- Details of the capacity and type of cabling and connectors used.
- Details of type of connectors or sockets at either end of each cable
- Records of the designation and location of outlets.
- Any certification carried out on the cabling (e.g., Cat 6 test results).

- Diagrams showing the relationships of various workstations, file servers, printers, and other devices on the network to one another.
- Records of software licenses and versions of software installed.
- Configurations of Network Interface Cards.

Site Certification of the Infrastructure:

Most important part of any infrastructure is its cabling structure on which the infrastructure would be running. There are standards to be followed by the contractor so that performance and quality assurance is guaranteed. This guarantee can also be termed as Site Certification.

There following rules to be followed by the contractor for Site Certification.

- Site Certification is provided by the manufacturer against infrastructure build by the System Integrator using the standards.
- Standards are typical methods that have been tested by the manufacturer according to the BIS (Bureau of Indian Standards) Standard for its quality performance.
- The part products used in Structured cabling all should be of one manufacturer of certain specification throughout to have minimum tolerance.
- Cable Selection should be such considering all future aspects.
- Cable Selected should be used with appropriate connectors.
- All cables should be concealed according to Pathways and Spaces Standards.
- Test reports with the details of the loss of signal in terms of crosstalk and due to other factors affecting it.

**APPENDIX – C: HARDWARE/ SERVER COMPLIANCE SHEET
COMPUTER DESKTOP/ PRINTER/ UPS SPECIFICATIONS:**

S. No.	Parameter	Specifications
1	Processor	Intel Core i3 10320/AMD Ryzen 4300 G or better (10 th Generation Processor)
2	Chipset	Intel Q Series/ AMD Pro 565 Chipset or Higher
3	Memory	8GB 2666 MHz DDR4 expandable to 32 GB Minimum 2 DIMM Slot
4	Storage (HDD)	1 TB 7200 RPM SATA Hard Drive
5	Display	18.5 “Display
6	Graphics	Integrated /Discrete Graphics Card
7	I/O Ports	1) Minimum 6 USB Ports (2 USB 3.1 ports,4 USB 2.0 ports)
		2) 1 X VGA and 1xHDMI
		3) 1 x Universal Audio Jack in the front
		4) Internal Speakers
8	Networking	Integrated Gigabit (10/100/1000 NIC) LAN
9	Wi-Fi and Bluetooth	Wi-Fi 802.11 b/g/n/ac, Bluetooth 4.0 or better
10	Expansion slots	Minimum 1X PCIe 16, 1X PCIe X1, PCI x1
11	Optical Drive	Internal DVD RW 8X or better
12	Security	2.0 TPM
13	Operating System	Windows 10 Professional 64 Bit – Preloaded Confirmation from OEM on Letter head at the time of bid submission and confirmation on delivery later.
14	Power Supply	Minimum 180 Watt with 85% or higher energy efficient power supply or higher
15	Certifications	UL/MET, FCC, EPEAT, ENERGY STAR, CE
16	KVM Switch	KVM Switch with 4 USB cable set /1 VGA cable, Controlling multiple PCs from One Keyboard, Mouse, and VGA Monitor. KVM switch should be loaded with features such as hot-key, front panel push button and auto scan control. It should have complete keyboard and mouse emulation for simultaneous PCs boot-up process. Make: D-Link, AMP, HP or equivalent Quantity of KVM Switch: KVM Switch will be required in 1 or 2 desktops connected to server in a location.

S. No.	Parameter	Specifications
17	Mono Laser Printer	Print speed black, Normal: Up to 14 ppm, Upto 600 x 600 dpi (1200 dpi effective output), 234 MHz. Make: HP, Xerox, Canon, or equivalent
18	Microsoft Office	MS Office with Lifetime Validity
19	Antivirus	Client Server Architecture with backup and Restore, IPS/IDS and Go deep AI Technology, Customized Backup of Files, Offline Patch management, DDoS Attack Detection, Browser Sandbox, Attachment Control, Safe Mode Protection, Safe Banking, Device Control with control on SATA Controller, Thunderbolt, Webcam, Teensy Board, Network Share, Asset Management Based on Application Name and Based on System Manufacturer, State Level OEM Support, Training to be carried out by the OEM. Make: Symantec Endpoint protection, Quickheal Seqrite, or equivalent
20	0.6 KVA UPS	0.6 KVA L1 UPS with 15-25 minutes backup with SMF batteries (2 years warranty on Battery) Line Interactive UPS with AVR for single-phase AC160V to 280V input. Rated KVA: 0.7-0.8, Minimum VAH: 84 or higher MOSFET or IGBT switching device. Input: 160 to 280V, 50 +/- 3 Hz Single Phase AC. Output: Three Points (minimum) AVR output voltage in AC mode: 230 Volts +/- 9%, 50 +/- 3 Hz. UPS output voltage in battery mode: 230 Volts +/- 10%, 50 +/- 0.5Hz. at load power factor of not less than 0.6 lag
20.1	0.6 KVA UPS	Protections: Input Voltage goes outside the range 160 to 280 Volts the system shall Switch over to battery mode. Over Voltage, Short circuit, and overload at UPS output terminals. Protection against over discharge. Indicators: Main's mode UPS mode Battery Load Make: APC, Eaton, delta

SERVER/ UPS SPECIFICATIONS:

S. No.	Parameters	Specification
		The OEM for the proposed server should be in top 5 server vendors in mainstream market share revenue in last 4 quarters
1	Chip Set	Compatible Chipset
2	Display	18.5 “TFT
3	Processor Description	AMD EPYC/Intel Xeon, 8 Core/16 Threads,3.0 GHz base frequency, Min 32 MB Cache
4	Form Factor	1 U Rack
5	Memory Slots	16 DDR4 DIMM Slots, Memory Frequency 2933 MHz
6	Memory Configured	2X16 GB DIMMs
7	HDD Storage	No. of Slots – 4, Capacity offered per SATA drive – 2000 GB
8	RAID Controller	12 GBPs RAID Controller with RAID 0,1,5
9	I/O Slots	1 Gen 3.0 PCIe X 16 slots,1 Gen 3.0 PCIeX8 slots
10	Certified For	Windows, Red Hat Linux, Suse Linux, Ubuntu
11	Power Supply	Platinum rated Power Supply 500 Watts Maximum Power Consumption
12	Configuration and Management	<p>Remoter power on/ Shutdown of server, Remote Management of Server over LAN and WAN with SSL encryption through gigabit management port, should have virtual Media support with all required licenses., Remote KVM, Server Health Logging</p> <p>Management of multiple Servers from single console with single source of truth for multiple sites. Automated infrastructure management for patch upgrades, version upgrades. Simplified management with analytics driven actionable intelligence. ,System tagging giving admin flexibility to provide metadata tags to each System to enable users to filter and sort systems based on user-assigned attributes, Hardware Profile based deployment to multiple Servers simultaneously, Policy template for deployment of single policy to multiple Servers simultaneously, Platform inventory and health status, Server utilization statistics collection (including firmware updates and diagnostic tools),Should provide an alert in case the system is not part of OEM hardware compatibility test, Solution should be open and programmable providing Rest API, SDK for programming languages like Python , power shell scripts etc., Should have customizable dashboard to show overall faults/health/inventory for all managed infrastructure the solution should provide option to create unique dashboards for individual users the user should be flexibility to select name for dashboards and widgets (viz. health, utilization etc.),Real-time out-of-band hardware</p>

S. No.	Parameters	Specification
		performance monitoring and alerting.
13	Server Security	<p>Secure Boot (Firmware and Bios Level Security), Provision to lock the system on breach, Hardware root of trust/Dual Root of Trust, Server should provide policy-based security, Server should provide server intrusion detection, "Malicious Code Free design" (to be certified by OEM)</p> <p>Endpoint Agent should support OS like Windows, mac OS, Linux and should have signature based and signature-less capabilities to block known and unknown malware, Ransomware prevention, Exploit Prevention & Root Cause Analysis. It should also support Endpoint detection and response including threat searches, threat intelligence, on-demand isolation, clean and block, and malware analysis, Solution should be a single agent for foundation endpoint security techniques with Deep Learning malware analysis, Anti-Ransomware, Anti Exploits & Endpoint Detection & Response. Solution should NSS Labs recommended, Gartner leader as per latest report, AV test certified and should be managed through a single on prime/cloud managed console</p> <p>Provision for Cryptographic firmware updates, Capability to stop execution of Application/Hypervisor/ Operating System on predefined security breach, Secure /Automatic BIOS recovery, Network Card secure firmware boot, in case of any security breach system should provide the lock down feature</p>
14	Warranty	5 Years
15	Microsoft	MS Windows Server Std. 2019 or Higher
16	Microsoft	MS SQL Server Std. 2019
17	UPS 10 KVA	<ul style="list-style-type: none"> a) Output power 10 KVA. b) Back up test by switching of mains supply (2 hours) on full load c) Should have automatic bypass mechanism d) True online double conversion. e) Battery should be sealed maintenance free (SMF). f) Recharge time up to 100% in less than 3 hours. g) 5 years onsite free replace or repair warranty with factory authorized startup. h) Waveform Type - Sine wave <p>Make: APC, Eaton, Delta</p>

TECHNICAL SPECIFICATIONS FOR UTM (Firewall)

S. No.	Specifications
	At least 1 Firewall to be functional at each location as mentioned in APPENDIX – A .
A.	General
1	Integrated Security Appliance, which is capable of supporting Firewall, VPN, IPS, Web filtering, Botnet Filtering and Geo-IP protection etc.
2	The device should be IPv6 ready (Both phase 1 and Phase2) and should support multi-core architecture.
3	Should support minimum 250 or more VLAN interfaces (802.1P)
4	Appliance should support IPSec NAT traversal.
5	Should support OSPF, RIP V1 and V2 routing protocol.
6	Should support NAT without degrading the performance of the firewall.
7	Should support authentication using XAUTH/RADIUS, Active Directory, SSO, LDAP, Novell, Internal user database, terminal Services, Citrix
8	Should have Layer 2 bridge or transparent mode, Wire mode, Sniffer mode /Tap mode
9	Dual WAN/ISP Support: Should support automatic ISP failover as well as ISP load balancing for outbound traffic
10	Should be a dual core or higher processor-based solution for faster processing.
11	Should provide complete protection by performing full decryption and inspection of TLS/SSL and TLS 1.3 encrypted connections regardless of port or protocol.
12	Should proactively detect and block mass market, zero-day threats and unknown malware by inspecting directly in memory
13	Product Support should be (24 x 7) with Advanced replacement
14	Should have capability to look deep inside every packet (the header and data) searching for protocol non-compliance, threats, zero days, intrusions, and even defined criteria.
15	Should detect and prevent hidden attacks that leverage cryptography, blocks encrypted malware downloads, ceases the spread of infections, and thwarts command and control (C and C) communications and data exfiltration
16	Should allow total control to customize which traffic is subjected to decryption and inspection based on specific organizational compliance and/or legal requirements.
17	Vendor and OEM should support the appliance with all necessary upgrade for at least 5 years from the date of purchase installation
18	Should scan for threats in both inbound and outbound traffic simultaneously to ensure that the network is not used to distribute malware and does not become a launch platform for attacks in

S. No.	Specifications
	case an infected machine is brought inside.
19	Should provide real-time monitoring and visualization provides a graphical representation of applications; users, and bandwidth usage for granular insight into traffic across the network.
20	Should support Route-based VPN that allow dynamic routing over VPN links to ensure continuous uptime in the event of a temporary VPN tunnel failure, by seamlessly re-routing traffic between endpoints through alternate routes.
21	Should have H.323 gatekeeper and SIP proxy support to block spam calls by requiring that all incoming calls be authorized and authenticated by H.323 gatekeeper or SIP proxy.
22	Should support mobile device authentication such as (biometric authentication) fingerprint recognition that cannot be easily duplicated or shared to securely authenticate the user identity for network access.
23	The proposed solution should support Link Aggregation where multiple connections can be combined into a single connection. Supports Active-Backup which provides automatic link failover or fault tolerance and LACP (802.3ad) which provides load balancing and automatic failover. The failover should be capable of taking over the traffic without any manual intervention and session loss.
24	Should support deep packet SSL to decrypt HTTPS traffic for scanning (IPS, Gateway Antivirus, Content Filtering, Application control) transparently for future requirement and then re-encrypt and send to destination if no threat found.
25	Should have TLS/SSL decryption and inspection that decrypts and inspects TLS/SSL encrypted traffic on the fly, without proxy, for malware, intrusions, and data leakage, and applies application URL, and content control policies to protect against threats hidden in encrypted traffic.
26	The proposed solution should have deep packet inspection capabilities to decrypt and inspect the data and prevent the attacks.
27	The proposed solution should IPv6 ready and should support dual stack.
28	Should support REST APIs that allows the firewall to receive and leverage all proprietary, original equipment manufacturer and third-party intelligence feeds to combat advanced threats such as zero-day, malicious insider, compromised credentials, ransom ware and advanced persistent threats.
29	Should have Bi-directional raw TCP inspection. The appliance should be capable of scanning raw TCP streams on any port bi-directionally preventing attacks that they to sneak by outdated security systems that focus on securing a few well-known ports.
30	Should have extensive protocol support to identify common protocols such as HTTP/S, FTP, SMTP, SMBv1/v2 and others, which do not send data in raw TCP, and decode payloads for malware inspection, even if they do not run-on standard, well-known ports.
31	Should have SD-WAN support to choose lower-cost public Internet services while continuing to

S. No.	Specifications
	achieve a high level of application availability and predictable performance.
32	Should have secure SD-WAN that enables distributed enterprise organizations to build, operate and manage secure, high-performance networks across remote sites for the purpose of sharing data, applications and services using readily available, low-cost public internet services.
33	Proposed Appliance should support SD WAN features without adding any additional components or hardware.
B	Hardware and Interface Requirements
1	The product should have minimum of 8 x 1-GbE & 2 x SFP interfaces.
2	Appliances should have dedicated management Ethernet interface
3	The proposed solution should have minimum 100 GB storage.
4	Should have 1 console Port
5	Appliance should be 1U and rack mountable
6	Appliance should have dual fans
7	Should support REST APIs for management
8	Appliance should have redundant power supply
C	Firewall Performance Requirement
1	Must have Threat prevention (FW, Gateway AV, Anti-Spyware, IPS and Application Control enabled) throughput of 1.2 Gbps or higher.
2	Firewall inspection throughput at least 3 Gbps or higher
3	VPN throughput at least 1.3 Gbps or higher
4	The Firewall should support at least 6 million concurrent sessions and at least 1,30,000 new sessions per second.
5	The Firewall should have at least 1.4 Gbps of IPS throughput or higher.
6	Should have minimum 500 Mbps or higher of Anti-Malware inspection throughput.
D	VPN
1	Should support at least 1000 IPSec Site-to-Site VPN tunnels and 50 or more no of IPSec Client Remote access VPN
2	Should support at least 350 SSL VPN users (future requirement)
3	Solution should support IPSEC and SSL VPN

S. No.	Specifications
4	Solution Should support Layer 2 Tunneling protocol (L2TP) over IPSEC
E	Licensing and Certification
1	The devices should not have license restriction on number of users
2	The OEM should have "recommended rating" by NSS as per latest.
3	The Solution should include 2 Factor authentication (Software/Hardware) for minimum 300 Users from day one. (Solution maybe in-built or separate integrated solution). For provide secure way to serve the services to Internal OR External Users.
4	The device should be IPv6 Ready (Both phase 1 and Phase2)
F	Bandwidth Management and Application control
1	Should identify and categorize productive applications from those that are unproductive or potentially dangerous and control that traffic through powerful application-level policies on both a per-user and a per-group basis.
2	Should control applications, or individual application features, that are identified by the security engine against a continuously expanding database of over thousands of application signatures, to increase network security and enhance network productivity.
3	Should control custom applications by creating signatures based on specific parameters or patterns unique to an application in its network communications, to gain further control over the network.
4	Bandwidth Control/ Restriction per IP Address group and per Policy should be available.
5	Traffic management: Option to configure traffic shaping on a per policy basis for specific application/ Specific networks and should be able to define guaranteed bandwidth and maximum bandwidth per policy.
6	Should have application control feature for 1800 or more applications
7	Should have advanced QoS that guarantees critical communications with 802.1p, DSCP tagging, and remapping of VoIP traffic on the network.
8	Should support Quota based Bandwidth Management and should be Cyclic
9	Should block P2P applications, block Anonymous proxies etc.
10	Should support Application based routing and Multi Path routing
G	IPS
1	Should have countermeasure-based protection using signatures and other countermeasures to scan packet payloads for vulnerabilities and exploits, covering a broad spectrum of attacks and vulnerabilities

S. No.	Specifications
2	Should have intra-zone IPS to bolster internal security by segmenting the network into multiple security zones with intrusion prevention, preventing threats from propagating across the zone boundaries.
3	IPS shall be able to detect incidents that originate from inside the network perimeter as well as from outside the network perimeter and shall be able to act on the basis of configured policies.
4	Should identify and block command and control traffic originating from bots on the local network to IPs and domains that are identified as propagating malware or are known CnC points.
5	Appliance should protect against DOS and DDOS attacks.
6	Should have all security functionality inbuilt and activated on single appliance.
7	Signatures should have a severity level defined to it so that it helps the administrator to understand and decide which signatures to enable for what traffic (e.g., For severity level: high, medium, low).
8	Should be able to generate graphical reports on top attacks, source for attack etc.
9	Should have the option to schedule reports for automatic generation and email it to admin.
10	The OEM should have regular update of its attack signature database and the same should be configurable to update the signatures automatically without manual intervention.
11	Should not buffer traffic before scanning for IPS.
12	Should be integrated solution with appliance-based firewall on a single chassis with multicore processor.
13	Firewall must support inbound and outbound IPS scanning.
H	Anti-Virus
1	Antivirus should provide real-time detection of viruses and malicious code at the gateway for SMTP, POP3, HTTP, FTP etc. internet traffic.
2	The device should be featured with Gateway Antivirus and DPI SSI Scanning.
3	Automatic Frequent updates of virus pattern files should be available from the vendor without manual intervention
4	Should not buffer traffic before scanning for virus
5	Should have facility to block files-based file extensions.
6	Should be an unlimited user-based appliance.
7	Should have capacity to scan unlimited file size without buffering them.
8	Firewall must support inbound and outbound Antimalware/Antispyware scanning

S. No.	Specifications
I	Web Content Filtering
1	Should have facility to block the URL's based on categories.
2	Should enforce acceptable use policies and block access to HTTP/HTTPS websites containing information or images that are objectionable or unproductive with Content Filtering Service and Content Filtering Client.
3	Should block content using the predefined categories or any combination of categories. Filtering can be scheduled by time of day, such as during school or business hours, and applied to individual users or groups.
4	URL categories should have granular control like Allow/Block, Bandwidth Management, Passphrase override, Notify
5	Preferably URL ratings could be cached locally on the firewall so that the response time for subsequent access to frequently visited sites is only a fraction of a second.
6	The proposed solution should be licensed per unit as against per user.
7	URL database should have at least 15 million sites and 64 + categories.
8	URL database should be updates regularly by the OEM automatically.
9	Should be able to block different categories / sites based on users/groups.
10	Should have facility to configurable policy options to block web sites based on banned words.
11	Appliance should be able to re rate website into custom URL category.
12	Should have configurable policy options to define the URL exempt list.
13	The solution should be able to block spywares/ adware's etc.
J	Logging and reporting
1	Should have reporting facility to generate reports on virus detected over different protocols, top sources for viruses, destination for viruses, top viruses etc.
2	Logging and reporting solution should be supported.
3	The solution should generate the reports for the firewall, gateway level AV, IPS web filtering requested.
4	The solution shall have readymade templets to generate reports like complete reports or attack reports, bandwidth report etc.
5	The solution should help to analyze/understand attacks over various protocols like HTTP, FTP, SMTP etc.
6	The solution should help to analyze/understand the live application usage in the network.

S. No.	Specifications
7	Should have options to generate reports in terms of which are the frequent attacks as well as top sources and destination for attacks.
8	Should have options to generate reports in different formats
9	The solution should have configurable options to send the reports as a mail to the designated email address
10	Should have configurable parameters to send alert emails based on event type.
11	Should have configurable parameters to set alert
12	The solution should have configurable options to schedule the report generation.
13	The solution should be running its own syslog server or integrated server to collect the logs. If separate server and/or appliance is required for the logging and reporting, the BOM and cost should be included in the proposed solution.
K	Sandboxing
1	Solution should support on premise or cloud-based Sandboxing for preventing zero-day threats.
2	Should have continuously updated database of tens of millions of threat signatures residing in the sandbox servers and referenced to augment the capabilities of the onboard signature database, providing deep packet inspection with extensive coverage of threats.
3	Proposed sandboxing solution should employ multiple sandboxing engines for effective scanning
4	The multi-engine sandbox platform, to include virtualized sandboxing, full system emulation, and hypervisor level analysis technology, executes suspicious code and analyzes behavior, providing comprehensive visibility to malicious activity.
5	Should have technology that detects and blocks malware that does not exhibit any malicious behavior and hides its weaponry via encryption. Should detect and block mass-market, zero-day threats and unknown malware.
6	Should have support for analysis of a broad range of file types, either individually or as a group, including executable programs (PE), DLL, PDFs, MS Office documents, archives, JAR, and APK plus multiple operating systems including Windows, android, Mac OS X and multi-browser environments.
7	Should have ability to prevent potentially malicious files from entering the network. Should have support for files sent to the sandbox for analysis to be held at the gateway until a verdict is determined.
8	The Proposed solution should have sandboxing solution from day one.
L	High Availability
1	Proposed Solution should support Hardware redundancy.

S. No.	Specifications
2	Proposed solution should support Active/Passive with State Sync
3	The Proposed solution support High availability (A-A or A-P) without any extra cost.

APPENDIX – D: DISPLAY PANEL FOR QMS

Sr. No.	Features	Specifications
1	Display Size	42 inches or above
2	Native Resolution	3840 x 2160 (UHD) 4K
3	Brightness	Minimum 300 cd/m2 or above
4	Contrast Ratio (Native)	Minimum 1300: 1 or better
5	Viewing Angle	178 * 178
6	Response Time	10 ms or better
	Connectivity	
7	Input Ports	HDMI-3, USB 2.0 - 1, RS232C-1, RJ45-1
8	Output Ports	Digital audio out, Headphone out
9	Special features	Smart Share / Screen Share, SNMP support to take control of display, Wake on LAN, Built in Quad Core Media Player, SoftAP /Hotspot, Bluetooth Connectivity Play via URL feature to enter web address & it will come after reboot the system /Automatically get loaded in display after restart, add Min 8 GB memory is required
11	Wi-Fi	Built-in Wi-Fi required
	Environment Conditions	
12	Operation Temperature	0 °C to 40 °C or lower
13	Operation Humidity	10 % to 80 % or better
14	Audio	20W (10W * 2)
	POWER	
15	Power Supply	100-240V~, 50/60Hz
16	Power Type	Built-In Power
	Power Consumption	
17	Typ.	95 W or Less
	Standard (CERTIFICATION)	
18	Certificates	CE, FCC, BIS
19	Accessories	Table stand, Remote and standard cables
20	OEM Warranty	5 Years
21	Operating System in case of Smart TV	Web OS

APPENDIX – E: MANPOWER RESOURCES

- Manpower required for executing the above activities of supply and installation of Hardware and Networking.
- Resident Engineer to be deployed at each hospital mentioned in the scope of the work for the management of products supplied under this project.
- The Resident Engineer will be solely responsible for providing support and maintenance of Hardware and Networking.
- The qualifications for the Resident Engineer:

#	Role	No. of Persons Required for support	Min. Qualification, Relevant Experience and Certifications
(1)	(2)	(3)	(4)
1.	Resident Engineer	Resident Engineer for support and maintenance for a period of 5 years (the services need to be provided in shift as decided by appropriate authority at Hospital; however, will be available over call / physically 24*7, if required)	Graduate/ Diploma Should have 3 years of hands-on experience in implementation/ support/ maintenance of Hardware and Network. Priority will be given to CCNA certified professionals.

- The Agency shall be responsible for the payment of salary, for the manpower employed at various HOSPITALS, on or before 10th of each succeeding month.
- The persons deployed by the Agency should be professionally trained, having requisite experience and skills for executing the work in hospital for which he is deputed using appropriate materials and tools/ equipment's.
- Any misconduct/misbehavior on the part of the manpower deployed by the Agency will not be tolerated and such person will have to be replaced by the Agency at his own costs, risks, and responsibilities immediately, with written intimation to Superintendent.

APPENDIX – F: FORMAT FOR SERVICE PROVIDER AGREEMENT

This Agreement is made on the _____ day of _____, 20-- between the Dean, SHYAM SHAH MEDICAL COLLEGE (hereinafter called The Authority, which expression will, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the First Party.

AND

_____ (Name of the Service Provider with Address and registration details) of the Second Party.

WHEREAS

- A. The Authority intended to engage service provider for Operating & Managing Hospitals at Government Medical College, REWA in accordance with the terms and conditions to be set forth in RFP.
- B. The Authority had accordingly invited proposals from the interested bidders through competitive bidding process under a single stage two-envelope bidding process vide its Request for Proposal No. [●] dated [●] (the “Request for Proposal” or “RFP”) for selection of the bidders.
- C. In response to the RFP, Bids were received and evaluated by the Authority. Based on evaluation of Bids received, the Bid of the [●] {name of the Selected Bidder} was selected and accordingly a Letter of Acceptance dated [●] (“LOA”) was issued by the Authority in favor of the Selected Bidder.
- D. The Selected Bidder (herein after called the Service Provider) accepted the terms and Conditions of the RFP vide its letter dated [●] and agreed to execute this Agreement in accordance with the terms, conditions and covenants hereinafter set forth in this Agreement.
- E. The Service Provider (Second party) has quoted INR per bed occupancy and The Authority (First party) has accepted the financial bid of the second party (Service provider).

NOW THEREFORE IN CONSIDERATION OF THE FOREGOING AND THE RESPECTIVE COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT, THE SUFFICIENCY AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES AGREE AS FOLLOWS:

PRIORITY OF DOCUMENTS

This Agreement, and all other agreements and documents forming part of this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

- (a) The RFP; and
- (b) All other agreements and documents forming part hereof.

i.e., The Service Provider Agreement, any corrigendum and addendums issued by the authority before signing of the Contract.