

## Request for Proposal

Selection of agency on annual rate contract basis for hosting of  
“Study in India” website on cloud server

(OPEN e-TENDER)

Ref. No: EdCIL/SII/RFP/Cloud-Hosting-SII Website/2020/001



EdCIL (India) Limited  
(A “MINI RATNA” Govt. of India Enterprise)  
‘EdCIL House’, Plot No. 18A, Sector – 16A  
NOIDA – 201301 (UP), INDIA  
Tel: 0120 - 2512001 – 006, Fax: 0120 – 2515372

## DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, site visits, investigations, studies or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

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## CHAPTER 1

### Notice Inviting Tender

(E-Tendering mode)

<b>Reference no.:</b>	Ref. No: EdCIL/SII/RFP/Cloud-Hosting-SII Website/2020/001
<b>Name of work</b>	Selection of Agency for Hosting of Study in India website on Cloud Server
<b>The Currency in which payment shall be made</b>	Indian Rupees (INR)
<b>Date of Issue/Publishing</b>	09-10-2020
<b>Document Download/Sale Start Date</b>	09-10-2020
<b>Document Download/Sale End Date and Time</b>	23-10-2020 till 2300 Hrs.
<b>Date for Pre-Bid Meeting and Time</b>	16-10-2020 through Video Conferencing (Refer Clause 5.5 Pre-Bid Clarifications for more details) Time shall be communicated with the VC Link
<b>Last Date and Time to send the Bid queries via email only</b>	15-10-2020 till 1200 Hrs.
<b>Venue of Pre-Bid Meeting</b>	EdCIL House,18 A, Sector-16 A, Noida, U.P. 201301
<b>Last Date and Time for receipts of Bids</b>	23-10-2020 till 2300 Hrs.
<b>Date and Time of Opening of Technical Bids</b>	26-10-2020 at 1100 Hrs.
<b>Date and Time of Opening of Commercial Bids</b>	To be intimated Later
<b>Earnest Money Deposit (EMD)</b>	Rs. 1,00,000/-
<b>No. of Covers</b>	02 (Two Packet)
<b>Bid Validity days</b>	90 days (From the date of opening of tender)
<b>Address</b>	<b>Corporate Office:</b> EdCIL House,18 A, Sector-16 A, Noida, U.P. 201301 <b>Regd. Office:</b> 5 <sup>th</sup> Floor, Vijaya Building, 17, Barakhamba Road, New Delhi-110001

1. Tender document shall be downloaded from electronic tender portal link available at EdCIL Tender web page. Aspiring bidders who have not get registered in e-procurement should get register/enrol before participating.
2. No manual bids shall be accepted. All bids (both Technical and Financial should be submitted in the E- procurement portal).
3. Bidders are advised to visit the EdCIL Web site for getting themselves updated for information on this tender. Corrigendum and addendum may be issued on the changes required. Reply on pre-bid queries received by EdCIL shall be displayed on EdCIL website/e-tendering website. Bidders are advised to visit the webpage regularly and update themselves. The Pre-Bid queries, Corrigendum/addendum are the part of tender documents and Bidders are supposed to upload the same accordingly, duly signed as per the guidelines given in the tender document.
4. In case a holiday is declared on any day, the event will be shifted to the next working day, same time.

**(Sandeep Goel)**

Chief General Manager (OES and Fin)

EdCIL (India) Limited,

18 A, Sector-16A, Noida-201 301

Tel: 91-120-2512001 to 2512006

## **CHAPTER 2**

### **Offline and Online Bid Submission Documents**

#### **2.1 Offline Submissions:**

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope at the address.

The envelope shall bear the project name, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- a. EMD Security in the form of Demand Draft, if applicable.
- b. Original copy of the power-of-attorney.

Note: The Bidder should also upload the scanned copies of all the above-mentioned original documents as Bid-Annexure during Online Bid-Submission.

#### **2.2 Online Submissions:**

The Online bids (complete in all respect) must be uploaded online in two Envelops as explained below: -

<b>Envelope – 1</b>			
(Following documents to be provided as single PDF file)			
Sl. No.	Documents	Content	File Types
1.	Technical Bid	Pre-Qualification Bid Technical Evaluation Bid	.PDF
2.		Scanned copy of Demand draft of EMD or UTR details for electronic transfer and Power of Attorney.	
<b>Envelope-2</b>			
Sl. No.	Documents	Content	
1.	Financial Bid	Financial evaluation bid (Price bid should be submitted in PDF format.)	.PDF

### CHAPTER 3

### TERM OF REFERENCE & DEFINITIONS

Cloud	As per NIST definition, is offered as on-demand self-service where the Client can unilaterally provision computing capabilities without requiring human interaction from the cloud service provider (CSP). CSP offers a set of services through their online administrative console through which the customers can unilaterally provision the compute instances (virtual machines), mount storage, configure network topology (e.g., configuration of firewalls, sub-nets, routing tables, network ACLs, private IP range, VPN gateways), and enable the right security architecture (e.g., encryption, web application firewall) as required for their environment.
Successful bidder	Successful bidder
Authorized Signatory	The bidder's representative (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney from the Competent authority of the respective Bidding firm.
Bid	"Bid" means the response to this document presented in Single Packet, Technical Cum Commercial Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexure, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means company responding to RFP and who submits a Bid.
Contract	"The Contract" means the agreement entered into between EdCIL and the selected bidder(s) in terms of clauses mentioned
Day	"Day" means a working day as per rules of EdCIL.
EMD	Earnest Money Deposit
DD	Demand Draft
EdCIL/Purchaser	EdCIL (India) Limited, Noida (A Govt. of India Undertaking)
TC	Tender Committee
PBG	Performance Bank Guarantee
Services	"Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract.
RFP	" <b>RFP</b> " means the Request for Proposals

Order	“Order” shall mean the Purchase Order/Work order and its attachments and exhibits.
Consignee	“Consignee” shall mean EdCIL (India) Limited.
Client	EdCIL
CSP	Cloud Service Providers (CSP) having a valid MeitY, GoI empanelment to provide cloud services. A CSP can bid directly or authorize their partners for the bidding.
Cloud SLO	Cloud “Service Level Objective” (SLO) means the target for a given attribute of a cloud service that can be expressed quantitatively or qualitatively.
Cloud SLA’s	Cloud “SLAs” means documented agreement between the Successful bidder and EdCIL, which identifies services and cloud service level objectives (SLOs).
Response Time	“Response time” is the time interval between Client initiated event (e.g., logging of the request) and the Successful bidder initiated event in response to that stimulus.
Availability	“Availability” means the time for which the cloud services and facilities are available for conducting operations on the Client system. Availability is defined as: $\{(Total\ Operation\ Time - System\ Downtime) / (Total\ Operation\ Time)\} * 100\%$
Incident	“Incident” refers to any event/issue that affects the normal functioning of the services / infrastructure, reported by the Client to the Successful bidder.
Recovery point Objective	Recovery Point Objective is the maximum allowable time between recovery points.
Recovery Time Objective	Recovery Time Objective is the maximum amount of time a business process may be disrupted, after a disaster, without suffering unacceptable business consequences.
Similar Project/Similar Work	Providing services related to Data Centre or Cloud
Validity of Documents	Validity of all the documents shall be counted from the last date of submission of bids

## **CHAPTER 4**

### **Instructions for e-tendering**

#### **4.1 Instructions for Online Bid Submission:**

E-tendering is new technology for conducting public procurement in a transparent and secured manner. As per Government of India's directives, EdCIL (India) Limited has made e-tendering mandatory.

For conducting electronic tendering, EdCIL (India) Limited has decided to use Electronic tender portal link available with detailed information on e-tendering process at EdCIL web site. This portal built using Electronic tender's software is referred to as <http://www.tenderwizard.com/EDCIL>.

The bidders are required to submit soft copies of their bids electronically on <http://www.tenderwizard.com/EDCIL> e-tendering website, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Tender Wizard E-Tendering Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Tender Wizard E-Tendering Portal.

The scope of work to be tendered is available in the complete bid documents which can be viewed/downloaded from Tender Wizard E-Tendering Portal of <http://www.tenderwizard.com/EDCIL>. Both Technical Bid and Financial Bid will be submitted concurrently duly digitally signed in the website <http://www.tenderwizard.com/EDCIL>. No claim shall be entertained on account of disruptions of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.

All Corrigendum/Amendment/Corrections, if any, will be published on the website <http://www.tenderwizard.com/EDCIL>.

It is mandatory for all the applicants to have Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying. To participate in the e-tendering submission, it is mandatory for the applicants to get registered their firm/joint venture with the Tender Wizard E-Tendering Portal of <http://www.tenderwizard.com/EDCIL>.to have user ID & Password from Tender Wizard E-Tendering Portal.

Register your organization on Tender Wizard E-Tendering Portal by following link <http://www.tenderwizard.com/EDCIL> well in advance of your first tender submission deadline on Tender Wizard E-Tendering Portal for obtaining credentials by paying Annual registration charges. Vendor Registration is Valid for 1 year.

Get your organization's concerned executives trained on Tender Wizard E-Tendering Portal well in advance of your first tender submission deadline on E-tender Site. Submit your tender well in advance by relevant documents along with copy of EMD of tender submission deadline on Tender Wizard E-Tendering Portal as there could be last minute problems due to internet timeout, breakdown, etc.

Tenders should be submitted only through Tender Wizard E-Tendering Portal and obtain the Tender Acknowledgement copy as a proof of successful submission.

Vendors Training Program: Vendors are requested to contact at Tender wizard Helpdesk for any information regarding E-tendering / training. For online registration, intended bidders may write us at [harishkumar.kb@etenderwizard.com](mailto:harishkumar.kb@etenderwizard.com) or contact no. 080-49352000/9686115318/9650520101/8800445981. For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk. Telephone: 080-49352000/9686115318 or write us mail on Email Id:- [harishkumar.kb@etenderwizard.com](mailto:harishkumar.kb@etenderwizard.com), [ambasa@etenderwizard.com](mailto:ambasa@etenderwizard.com),

[twhelpdesk759@gmail.com](mailto:twhelpdesk759@gmail.com), [twhelpdesk963@gmail.com](mailto:twhelpdesk963@gmail.com).

#### **4.2 Digital Signature Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Signature Certificate (DSC). Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

#### **4.3 Registration**

To use the Tender Wizard E-Tendering Portal, vendors need to register on the portal by going on the link provided at EdCIL tender webpage as <http://www.tenderwizard.com/EDCIL>. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In Tender Wizard Portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Successful bidder Organization' link under 'Registration' (on the Home Page) and follow further instructions as given on the site. Pay Annual Registration Fee as applicable. After successful submission of Registration details and Annual Registration Fee, please contact Tender Wizard Helpdesk (as given below), to get your registration accepted/activated.

#### **Important Note:**

To minimize the problems during the use of Tender Wizard E-Tendering Portal (including the Registration process), it is recommended that the user should use as per the instructions given under 'Tender Wizard E-Tendering Portal User-Guidance Centre' located on Home Page, including instructions for timely registration on Portal. The instructions relating to 'Essential Computer Security Settings for Use of Tender Wizard E-Tendering Portal and 'Important Functionality Checks' should be especially taken into cognizance. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

#### **4.4 Searching For Tender Documents**

- I. There are various search options built in the Tender Wizard E-Tendering Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID/ Tender Search Code (TSC), organization name, location, date, value, etc. There is also an option of advanced search for tenders, where in the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other key words etc. to search for a tender published on the Tender Wizard E-Tendering Portal.
- II. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. This would enable the Tender Wizard E-Tendering Portal to intimate the bidders through e-mail alert in case there is any corrigendum issued to the tender document.
- III. The bidder should make a note of the unique Tender ID/Tender Search Code (TSC) assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

#### **4.5 Preparation of Bids**

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

#### **4.6 Submission of bids**

- I. Bidder should log in to the site well in advance for bid submission and complete all formalities of registration (at least two days in advance) so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- II. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

- III. Bidder has to pay the EMD as applicable through demand draft in favour of EdCIL (India) Ltd. Payable at Noida and enter details of the instruments. Original copies of demand draft for EMD are required to be submitted along with signed downloaded copy of tender document.
- IV. A standard Financial Bid form has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid file is found to be modified by the bidder, the bid will be rejected.
- V. The server time (which is displayed on the bidder's dash board) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- VI. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- VII. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

#### **4.7 Assistance to bidders**

- I. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority For any other tender related queries bidders are requested to contact on below given numbers/email.

<b>EdCIL / Tender Wizard E-Tendering Portal Helpdesk</b>	
Telephone/ Mobile	<p>Customer Support:080-49352000 (Multiple Telephone lines)</p> <p>EmergencyMobileNumbers:9686115318/ 9650520101/8800445981.</p> <p>(Please contact in case of emergency during non-working hours.)</p>
E-mail ID	<p><b>To Tender Wizard</b></p> <p><a href="mailto:harishkumar.kb@etenderwizard.com">harishkumar.kb@etenderwizard.com</a></p> <p><a href="mailto:ambasa@etenderwizard.com">ambasa@etenderwizard.com</a></p> <p><a href="mailto:twhelpdesk759@gmail.com">twhelpdesk759@gmail.com</a></p> <p><a href="mailto:twhelpdesk963@gmail.com">twhelpdesk963@gmail.com</a></p> <p>&amp; cc to:</p> <p><a href="mailto:amitkumar@edcil.co.in">amitkumar@edcil.co.in</a>; <a href="mailto:studyinindia@edcil.co.in">studyinindia@edcil.co.in</a></p>

#### **4.8 Public Online Tender Opening Event (TOE)**

- I. Tender Wizard E-Tendering Portal offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/two duly authorized representative(s) of bidders (i.e. Successful bidder organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization for the Public Online TOE.
- II. Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE-officer(s). Simultaneous online presence of the participating bidders’ representatives for TOE has been implemented on Tender Wizard E-Tendering Portal.
- III. Tender Wizard E-Tendering Portal has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and / or Financial Comparison Chart enhance Transparency.
- IV. Tender Wizard E-Tendering Portal has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of ‘Online Tender Opening Event (TOE)’. This is available to all participating bidders for ‘Viewing/Downloading’.

#### **4.9 Critical do’s and don’ts for bidders**

Specifically, for Successful bidder organizations, the following ‘SEVEN KEY INSTRUCTIONS for BIDDERS’ must be assiduously adhered to:

- I. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on Tender Wizard E-Tendering Portal.
- II. Register your organization on Tender Wizard E-Tendering Portal well in advance of the important deadlines for your first tender on Tender Wizard E-Tendering Portal viz. ‘Date and Time of Closure of Procurement of Tender Documents’ and ‘Last Date and Time of Receipt of Bids’. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of- Marketing Authority (MA) [i.e. a department within the Successful bidder/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Successful bidder/ Bidder Organization.

- III. Get your organization's concerned executives trained on Tender Wizard E-Tendering Portal well in advance of your first tender submission deadline on the Portal.
- IV. For responding to any particular tender, the tender (i.e. its Tender Search Code or Tender No) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents.

Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

- V. Submit your bids well in advance of tender submission deadline on Tender Wizard E-Tendering Portal (There could be last minute problems due to internet timeout, breakdown, etc.)
- VI. Tender Wizard E-Tendering Portal will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLYIF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

#### **4.10 Minimum Requirements at Bidder's End**

- I. Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity
- II. Digital Signature Certificate(s)

Note:

- The Bid shall be typed in English and signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. The person(s) signing the Bids shall initial all pages of the Bids.
- All envelopes should be securely sealed and stamped.
- It is mandatory for the Bidder to quote for all the items mentioned in the RFP.

## **CHAPTER 5**

### **Instructions to Bidders**

#### **5.1 General**

- I. The tender has to be submitted before the due date and time. The offers received after the due date and time will not be considered.
- II. The offer/ bid shall be submitted in two bid systems (i.e.) Technical Bid and Commercial Bid. The technical bid shall consist of all technical details along with commercial terms and conditions. Commercial bid shall indicate break up price for the various products and services mentioned in the technical bid in the given PDF format.
- III. All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by EdCIL on the basis of this tender.
- IV. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the EdCIL. EdCIL may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of EdCIL.
- V. This RFP does not constitute an offer by EdCIL. The bidder's participation in this process may result in EdCIL selecting the bidder to engage towards execution of the contract.
- VI. The offer/bid should be inclusive of taxes and duties except GST, which will be paid as applicable. However, the percentage of taxes and duties should be clearly indicated.
- VII. The prices must be quoted in the Performa given in Commercial Bid, failing which the Bid would be treated as unresponsive. Any discount or any other offers affecting the package price must be mentioned in Financial Bid only. Discount or any other offers affecting the Package price mentioned at any other place of the bid other than Financial Bid will not be considered.
- VIII. Price quoted by the bidder is including all transportation and installation etc. cost (if any)

#### **5.2 Code of integrity**

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

- I. Prohibition of
  - a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

- b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided.
- c) Any collusion bid rigging or anti-competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
- d) Improper use of information provided by the procuring entity to the Bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e) Any financial or business transactions between the Bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g) Obstruction of any investigation or auditing of a procurement process.
- h) Making false declaration or providing false information for participation in a tender process or to secure a contract;

II. Disclosure of conflict of interest.

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

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, concludes that a Bidder or prospective Bidder, as the case maybe, has contravened the code of integrity, may take appropriate measures.

### **5.3 Bidder's Authorized Signatory**

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorised signatory of the Bidder stating that he is authorised to execute documents and to undertake any activity associated with the Bidder's Proposal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

### **5.4 Preparations to bid**

I. The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and condition and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at Bidder's own risk and may be liable for rejection.

- II. The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the Bid.
- III. The bid shall be uploaded on the website as per the instruction given in the RFP by the Bidder or duly authorized person(s) to bind the Bidder to the contract.
- IV. No bidder shall be allowed to modify, substitute, or withdraw the Bid after its submission.
- V. The bidder shall be responsible for all costs incurred in connection with participation in the Bid process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by EdCIL to facilitate the evaluation process and all such activities related to the bid process. EdCIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- VI. Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.
- VII. The bids submitted by fax/e-mail etc. shall not be accepted. No correspondence will be entertained on this matter.
- VIII. Failure to comply with the below requirements shall lead to the Bid rejection: -
  - a) Comply with all requirements as set out within this RFP.
  - b) Submission of the forms and other particulars as specified in this tender and respond to each element in the order as set out in this tender.
  - c) Non-submission of all supporting documentations specified in this RFP, corrigendum or any addendum issued.

### **5.5 Pre-Bid Clarifications**

- I. The bidder is requested to submit any queries in writing by e-mail so as to reach EdCIL not later than 15-10-2020 till 1200 Hrs.
- II. Queries relevant to the bid documents shall be addressed to the CGM (OES & Fin), EdCIL at [studyinindia@edcil.co.in](mailto:studyinindia@edcil.co.in) and cc: [amitkumar@edcil.co.in](mailto:amitkumar@edcil.co.in)

III. The queries should necessarily be submitted in the following format:

S. No.	Clause No.	Page no.	Content of RFP which require clarification	Point of Clarification

IV. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

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

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

VII. The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the website [www.edcilindia.co.in](http://www.edcilindia.co.in) and on the e-tendering portal <http://www.tenderwizard.com/EDCIL> and may be emailed to all participants who have raised the queries.

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

IX. In order to provide prospective bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, EdCIL, at its discretion, may extend the last date for the receipt of Bids.

X. The interested agencies are requested to mail to [studyinindia@edcil.co.in](mailto:studyinindia@edcil.co.in) and CC to [amitkumar@edcil.co.in](mailto:amitkumar@edcil.co.in) & [himanshugupta@edcil.co.in](mailto:himanshugupta@edcil.co.in) to receive the pre-bid meeting VC link.

### **5.6 Validity of Bids**

I. Bids shall remain valid till 90 (ninety) days from the date of opening of bids. EdCIL reserves the right to reject a proposal valid for a shorter period as nonresponsive.

II. In exceptional circumstances, EdCIL may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without

forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its Bid.

- III. EdCIL reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

### **5.7 Earnest money Deposit (EMD)**

- I. The bidder should enclose EMD of Rs. 1,00,000/- (Rupees One Lakh only) in the form of Demand Draft drawn in favour of EdCIL (India) Limited and payable at NOIDA from any Nationalised bank valid for 90 days.
- II. Bidders can also submit the EMD amount through electronic transfer. The bank account details of the Purchaser are as follows:

Name of beneficiary: EdCIL INDIA LIMITED

Name of Bank: State Bank of India

ACCOUNT NO.: 37882921795

IFSC CODE: SBIN0000691

**It is mandatory for the Bidder to upload the UTR details along with the proposal.**

- III. However, Bidders registered with MSMEs are exempted for payment of EMD. Such Bidders will necessarily have to submit the MSME certificate to avail the exemption.
- IV. The Bid sent without EMD shall be considered as UNRESPONSIVE and will not be considered.
- V. The EMD will be returned without any interest to the unsuccessful bidders immediately after the signing of the agreement with the successful bidder.
- VI. EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.
- VII. The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.

- VIII. The Earnest Money will be forfeited on account of one or more of the following reasons:

- a) Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.
- b) Bidder does not respond to requests for clarification of its bid.
- c) Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
- d) In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee in time.

### **5.8 Amendment to the Tender Document**

- I. At any time up to the last date for receipt of RFP, EdCIL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective firm, modify the Bid Document by an amendment. EdCIL shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the tender document and notified through the website.
- II. The corrigendum (if any) & any other related communication regarding this tender shall be posted only on the website and no separate communication either in writing or through email will be made to any interested/ participating bidders.
- III. Any such corrigendum(s) or addendum(s) or clarification(s) shall be deemed to be incorporated into the tender document.

### **5.9 Clarifications on submitted bids**

During process of evaluation of the Bids, EdCIL may, at its discretion, ask Bidders for clarifications on their bids. The Bidders are required to respond within the prescribed time frame given for submission of such clarification.

### **5.10 Performance Security**

1. The successful bidder should be required to deposit Performance Bank Guarantee equivalent to 10% of estimated work value to EdCIL within 7 days from the date of receipt of Work Order. The Performance Bank Guarantee (PBG) should be issued by a nationalized bank in favour of "EdCIL (India) Limited" to be valid for a period of 90 days beyond the date of completion of Contract period. This Performance Bank Guarantee should be retained throughout the currency of the contract and should be extended by the bidder from time to time, as required by EdCIL.
2. PBG shall be returned to the successful bidder only after 90 days of the successful completion of the Contract. In case of any shortfall of any activity/ specification/other

terms and conditions of the contract, EdCIL reserves the right to recover damages or loss from the due payment or by the encashment of PBG.

3. In case the duration of contract is extended beyond the initial 1-year period the successful bidder is required to deposit Performance Bank Guarantee equivalent to 10% of estimated work value to EdCIL within 7 days from the date of receipt of extension order.

#### **5.11 Acceptance/ Rejection of bids:**

- I. EdCIL reserves the right to reject any or all offers without assigning any reason.
- II. EdCIL based on the requirement without assigning any reason to the Bidder may split work/Scope/Bid offer in stages or in parts according to the need of work for ease of execution of work.
- III. EdCIL reserves right to take decision according to requirement and no claim on whatsoever ground shall be entertained from the bidder.

## CHAPTER 6

### Eligibility & Bid Evaluation

#### 6.1 Bid Evaluation Process:

Evaluation will be based on the bidder meeting the Pre-qualification criteria and subsequent evaluation of financial bid. It is mandatory for the bidder to fulfil all the Pre-qualification criteria to be technically qualified and for being considered for opening of their Financial Bid and evaluation thereof. The bidder with lowest financial quote (L1) shall be considered for award of contract.

#### 6.2 Pre-Qualification

- I. Bidder shall have to upload documentary evidence in support of the following mentioned Eligibility Criteria. In the absence of such supporting documents as mentioned against each criterion, the bid will be rejected summarily.

S. No.	Pre- Qualification Criteria	Documents to be submitted by bidder
1	The bidder should be registered under Companies Act, 1956 and 2013 in India and should have been in operation in India for at least last 3 years as on the date of submission of the bid.  Consortium of companies/ firms is not allowed.	<ol style="list-style-type: none"> <li>1. Certificate of Incorporation</li> <li>2. Memorandum and Articles of Association</li> </ol>
2	The CSP of which the bidder is an authorized partner should be STQC audited and empanelled with MeitY, GoI for providing cloud services.	<ol style="list-style-type: none"> <li>1. Certificate of empanelment for CSP</li> <li>2. Self-attested STQC audited certificate</li> </ol>
3	The bidder should submit an undertaking from CSP that the CSP will provide system support to the bidder for at least next three years.	A letter of undertaking from the CSP.
4	The bidder should have valid GST registration and PAN number.	<ol style="list-style-type: none"> <li>i. Copy of the GST registration.</li> <li>ii. Copy of the PAN Number.</li> </ol>
5	The bidder should have an average annual turnover of at least 3 Crores from IT/ITES services in last three financial years i.e. 2017-18, 2018-19 & 2019-2020 with net profit and positive net worth.	<ol style="list-style-type: none"> <li>i. Audited Profit and Loss Statement and Balance sheets.</li> <li>ii. Auditor Certificate clearly specifying the turnover from IT/ ITES services with net profit and positive net worth</li> </ol>

6	The bidder should have an average annual turnover of at least INR 1 crore from hosting of applications/website on cloud in last three financial years i.e. 2017-18, 2018-19 & 2019-2020.	Auditor Certificate clearly specifying the turnover from hosting of applications/ website on cloud.
7	The bidder should have successfully completed at least two cloud hosting of applications/website with minimum 1 Lakh per hour simultaneous users in any of the last two financial years i.e. 2018-19 & 2019-20.	Work Order along with confirmation from client/Satisfactory Certificate.
8	The bidder should have successfully completed at least three cloud hosting of applications/website with minimum 50,000 potential log in users in any of the last two financial years i.e. 2018-19 & 2019-20.	Work Order along with confirmation from client/Satisfactory Certificate.
9	The bidder should be ISO 9001:2015 ISO 27001, or latest certified as on date of submission of bid. The CSP of which bidder is an authorized partner should be ISO 27017 & ISO 27018 & ISO 22301 & PCI DSS Level1 or latest certified as on date of submission of bid	Copy of the valid ISO Certificate issued from the accreditation organization to be submitted as documentary proof.
10	The bidder should have SOC1, SOC2 and SOC3 accreditations which are relevant to security, availability, processing integrity, confidentiality or privacy.	Copy of the valid certificates issued from the accreditation organization to be submitted as documentary proof.
11	The bidder must have requisite capability to fulfil the “Scope of Work” (on its own or through CSP) as laid out in this RFP	Self-certified undertaking from the bidder as per Annexure-III.
12	The bidder should not be blacklisted by any Central Government/ State Government/ PSU/ Government Bodies/ Autonomous Bodies/ Private Sector or court of law in the last 5 years.	The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value INR 100/- (Rupees One Hundred Only) as per Annexure-I.
13	The DC & DR sites should be separated by a minimum distance of 100 kilometres.	Relevant documents to be submitted by the bidder duly signed and stamped.
14	The CSP should have experience in India of executing at least 2 government projects from Central Govt/PSU in last 3 years with minimum work order value of INR 50 lakhs each project.	Self-attested LOA/Work order and completion certificate to be submitted along with the bid.  In case completion certificates are not available, a correspondence from the client mentioning the period of the contract and satisfactory delivery of services should be submitted by the Bidder stating the project details including start date and end date and value of project to be submitted.
15	The Authorized Signatory signing the Bid on behalf of the bidder - should have the Power of Attorney duly authorized by the Board of Directors to sign the Bid.	Power of Attorney on Non-Judicial stamp paper.

16	The CSP of which the bidder is an authorized partner should be in top three CSP for Cloud Infrastructure as a Service, Worldwide as per latest Gartner Report	Documentary evidence for the same should be provided.
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**Note: All the aforementioned documents must be self-attested before uploading on the e-Tender portal.**

### **6.3 Technical Evaluation Criteria**

S. No.	Technical Evaluation Criteria	Max Marks	Supporting Documents
1	<p>The bidder should have an average annual turnover of INR 3 Crores from IT/ITES services in last three financial years i.e. 2017-18, 2018-19 &amp; 2019-2020 with net profit and positive net worth.</p> <p>For average turnover greater than INR 3 Cr. but less than or equal to INR 5 Cr: 5 marks</p> <p>For average turnover greater than INR 5 Cr. but less than or equal to INR 7 Cr: 10 marks</p> <p>For average turnover greater than INR 7 Cr. : 15 marks</p>	15	<p>i. Audited Profit and Loss Statement and Balance sheets.</p> <p>ii. Auditor Certificate clearly specifying the turnover from IT/ ITES services with net profit and positive net worth</p>
2	<p>The bidder should have successfully completed cloud hosting of applications/website with minimum 1 Lakh per hour simultaneous users in any of the last two financial years i.e. 2018-19 &amp; 2019-20.</p> <p>For minimum 3 projects: 10 Marks</p> <p>5 Marks for each additional project (Max 3 additional projects)</p>	25	Work Order along with confirmation from client/Satisfactory Certificate.
3	<p>The bidder should have successfully completed cloud hosting of applications/website with minimum 50,000 potential log in users in any of the last two financial years i.e. 2018-19 &amp; 2019-20.</p> <p>For minimum 4 projects: 10 Marks</p> <p>5 Marks for each additional project (Max 3 additional projects)</p>	25	Work Order along with confirmation from client/Satisfactory Certificate.

4	<p>The CSP should have experience in India of executing government projects from Central Govt/PSU in last 3 years with minimum work order value of INR 50 lakhs each project.</p> <p>For minimum 3 projects: 10 Marks</p> <p>5 Marks for each additional project (max 3 additional projects)</p>	25	Self-attested LOA/Work order and completion certificate to be submitted along with the bid.
5	<p>The CSP should fall in Gartner IaaS Quadrant as:</p> <p>-Leaders: 10 Marks</p> <p>-Challengers: 5 Marks</p> <p>- Others: 0 Marks</p>	10	Self-attested Gartner Quadrant report indicating CSP's quadrant position to be submitted along with the bid
	<b>Total Marks</b>	<b>100</b>	

- II. Notwithstanding anything stated above, the EdCIL reserves the right to assess bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the EdCIL or project.
- III. Technical bids will also be reviewed for compliance with the necessary instructions, terms and conditions, scope of work, formats etc. as outlined in this tender.
- IV. EdCIL reserves the right to physically verify the office or any document provided by the bidder in the way EdCIL desires.
- V. The bidders scoring 70% marks in the Technical Evaluation criteria shall be eligible to be considered for financial bid evaluation.

#### **6.4 Evaluation of financial bids:**

- I. The Financial bid shall be opened for only those bidders who have been found to be technically qualified. The financial bids shall be opened in presence of representatives of technically qualified bidders, who may like to be present. EdCIL shall inform the date, place and time for opening of financial bids.
- II. If a firm quotes NIL charges, the bid shall be treated as unresponsive and will not be considered.

- III. If there is any discrepancy between words and figures in any part of the financial bid, the amount indicated in words will prevail.
- IV. Financial bid should be checked by bidders to ensure conformance to the format provided in the tender document.
- V. The Bidder with lowest qualifying financial bid (L1) will be awarded 100% score. Financial Scores for other than L1 Bidders will be evaluated using the following formula:

$$\text{Financial Score of Bidder (Fn)} = \left\{ \frac{\text{Commercial Bid of L1}}{\text{Commercial Bid of Bidder}} \times 100 \right\} \%$$

**(Adjusted to two decimal places)**

### **6.5 Combined Bid Score (Bn) & Final Evaluation**

- 1) The Bidder would be technically evaluated out of 100 marks.
- 2) The technical score (Tn) of each bidder will be the score obtained as per Technical Evaluation criteria.
- 3) Technical & Financial scores secured by each Bidder will then be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.
- 4) The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows: -

$$\langle \text{Bn} = 0.70 * \text{Tn} + 0.30 * \text{Fn} \rangle$$

### **6.6 Fraud and Corrupt /Malpractices**

All the Bidders must observe the highest standards of ethics during the process of selection of Successful Bidder and during the performance and execution of contract.

- I. For this purpose, definitions of the terms are set forth as follows:
  - i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the EdCIL or its personnel in contract executions.
  - ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high

- or non-competitive levels and to deprive EdCIL of the benefits of -responsive. free and open competition.
- iii. “Unfair trade practice” means supply of services different from what is ordered on, or change in the Scope of Work.
  - iv. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- II. EdCIL will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.
- III. EdCIL will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

#### **6.7 Failure to Agree with the Terms and Conditions of the RFP**

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

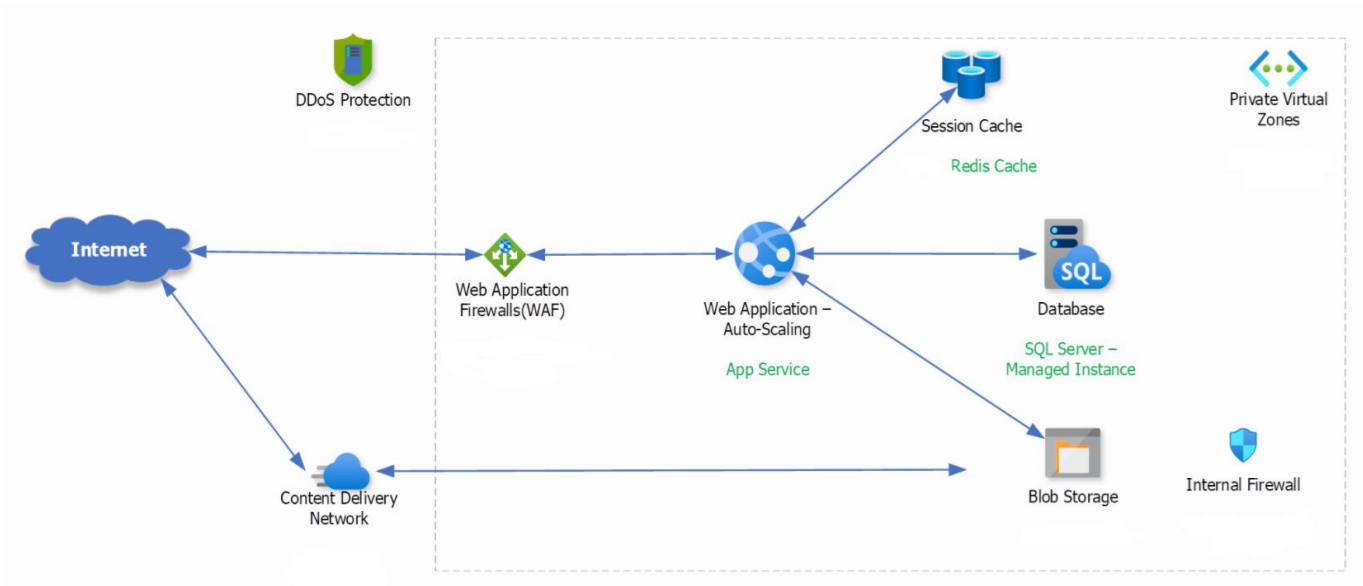
In such a case, the Purchaser shall invoke the Fixed Performance Guarantee of the most responsive Bidder.

## CHAPTER 7

### Scope of Work

#### 7.1 General

- I. The proposed application cloud environment should have architecture as specified below.



- II. The estimated cloud infrastructure and services which shall be procured over a period of one year are mentioned in the following table:

**Table 1: Production**

Sl. No.	Service type	Custom name	Description
1	App Service	Prod-App Service	2 Machines (2 Core(s), 3.5 GB RAM, 50 GB Storage) x 730 Hours; Windows OS
2	Application Gateway	Prod-Application Gateway	Web Application Firewall, 730 Fixed gateway Hours, 200 GB Data transfer
3	Cache for Redis	Prod- Cache	1 instance x 730 Hours
4	Storage Accounts	Prod- Storage	Storage Space, General Purpose with Redundancy, 600 GB Capacity, 100,000 Write operations, 100,000 List and Create Container Operations, 100,000 Read

			operations, 100,000 Archive High Priority Read. 1,000 GB Data Retrieval, 1,000 GB Archive High Priority Retrieval, 1,000 GB Data Write, 1000 GB Geo-replication data transfer
5	Virtual Network	Prod- Virtual Network	100 GB data transfer
6	Virtual Machines	Prod- SQL Database	1 Machine (8 vCPU(s), 32 GB RAM); Windows – SQL Server; 1 managed OS disks, 100 transaction units

**Table 2: DR**

Sl. No.	Service type	Custom name	Description
1	App Service	DR-App Service	2 Machines (2 Core(s), 3.5 GB RAM, 50 GB Storage) x 50 Hours; Windows OS
2	Application Gateway	DR-Application Gateway	Web Application Firewall, 50 Fixed gateway Hours, 200 GB Data transfer
3	Redis Cache	DR- Cache	1 instance x 50 Hours
4	Virtual Network	DR-Virtual Network	100 GB data transfer
5	Virtual Machines	DR- SQL Database	1 machine (8 vCPU(s), 28 GB RAM); Windows – SQL Server; 1 managed OS disks, 100 transaction units

**Table 3: Dev and Test**

Sl. No.	Service type	Custom name	Description
1	App Service	Dev & Test-App Service	2 machines (2 Core(s), 3.5 GB RAM, 10 GB Storage) x 730 Hours; Windows OS
2	Cache for Redis	Dev & Test- Cache	1 instance x 730 Hours
3	Storage Accounts	Dev & Test- Storage	Storage Space, General Purpose with Redundancy, 300 GB Capacity, 100,000 Write operations, 100,000 List and Create Container Operations, 100,000 Read operations, 100,000 Archive High Priority Read. 1,000 GB Data Retrieval,

			1,000 GB Archive High Priority Retrieval, 1,000 GB Data Write
4	Virtual Network	Dev & Test-Virtual Network	100 GB data transfer
5	Virtual Machines	Dev & Test- SQL Database	1 Machine (4 vCPU(s), 16 GB RAM); Windows – SQL Server; 1 managed OS disks, 100 transaction units

**Table 4:** SQL Licences Requirement: The ownership of the SQL Licences shall be with EdCIL.

Description	SKU	PFAM	Quantity
SQLSvrStdCore SNGL LicSAPk OLP 2Lic NL Acadm CoreLic Qlfd	7NQ-00242	SQL Svr Standard Core	7

- III. The services shall be hired on “Pay-As-You-Go” model. The quantities mentioned above (Table 1, 2, 3 & 4) may vary depending on the usage and website traffic. In case, variance is carried out, the agreed price along with related terms and conditions shall apply.
- IV. An application load balancer needs to be provisioned to balance the load between all available application servers and the database server. The virtual machines (application servers) should be configured in separate availability zone.
- V. Web Application Firewall to create rules to protect Study in India website from unwanted web traffic, hacks, brute force attacks, cross-site scripting, SQL injection, and other common exploits. The WAF must also provide protection against the OWASP top ten risks.
- VI. The selected bidder shall provide a mapping of the service levels (objectives & targets) relevant for cloud services in the RFP to the current service levels offered by the CSP. Under no circumstances shall the current service levels offered be degraded than those indicated in this RFP.
- VII. The successful bidder will submit the cloud infrastructure usage report on a monthly and quarterly basis. During the currency of the contract if the usage of a resource goes beyond 70% then EdCIL reserves the right to increase the quantity to meet the usage demands at the agreed price along with related terms & conditions.
- VIII. The successful bidder would be required to create and maintain a Helpdesk / telephonic number and email-based ticketing system that will resolve problems and answer queries. The help desk support to users shall be provided on 24 x 7 x 365 basis over telephone, chat and ticketing system.
- IX. The proposed application cloud environment should provide flexibility to scale the environment vertically and horizontally:

- a. Vertically: Upscale/downscale the solution to higher configuration Virtual Machines/Instances (i.e. VMs with different combinations of CPU and Memory)
- b. Horizontally: Add more Virtual Machines/Instances of the same configuration in to a load balanced pool.

## **7.2 Cloud Managed Services**

The scope of Cloud Managed Services includes the following: -

- i. Resource Management: Adequately size the necessary compute, storage and other cloud services required, building the redundancy into the architecture and load balancing to meet the service levels.
- ii. Managing the underlying Cloud infrastructure including operating systems, storage, network, security, etc
- iii. Deployment & setup of Web Application Firewall
- iv. Deployment of Study in India website Hosting platform on the servers
- v. CentOS and PostgreSQL configuration
- vi. The provided machines/instances shall support one or more major OS such as Windows, Linux.
- vii. Installation of standard open source applications if any.
- viii. Secure the OS with industry-standard anti-virus protection, regular virus and malware signature updates, and additional OS-level hardening to mitigate risk.
- ix. Database User Account Management, Database Administration, Creation of Data Dictionary, Structure and Views.
- x. Upgrading of all infrastructure from time to time such as upgrading OS etc.
- xi. Verification of Data Log & Data backup.
- xii. Securing the application using SSL Certificate
- xiii. DNS and SSL configuration
- xiv. Monthly Routine maintenance.
- xv. Compute Services: Provisioning, installation, Configuration, Commissioning/De-commissioning and Management of the Virtual Machines and provide User Department the access to the same via secured web browser / Command Line Interface
- xvi. Storage Services: Provisioning of scalable storage capacity as per requirements of the User Department and availability of services
- xvii. Database Services: Setting up, installation, configuration, management, upgradation and migration of Database Servers
- xviii. For all the cloud services being quoted, the successful bidder has to ensure that all software being offered are genuine and comply to the licensing policy of the software OEM.
- xix. Patch & Configuration Management (Remote OS Administration): Manage the instances of compute, storage, and network environments. This includes installed operating systems and other system software deployed by the Successful bidder.
- xx. Security Administration: Configure, monitor and regularly review the security services / configurations for the workloads deployed on Cloud. Monitor the environment for

- unauthorized activity / access to the systems and conduct regular vulnerability scanning and penetration testing of the systems.
- xxi. The Successful bidder shall share the best practices with respect to architecture for resource optimization, high availability, security, reliability and reducing the risk of data loss / corruption.
  - xxii. The successful bidder (on its own or through its CSP) should offer tools and services for compute/storage requirements and security objectives. Successful bidder (on its own or through its CSP) is responsible for provisioning, configuration management, monitoring performance, governance & compliance and resource optimization using the breadth of services provided.
  - xxiii. The Successful bidder in consultation will strive to optimize the provisioned resources by understanding the usage patterns and recommending termination of the under-utilized instances through continuous optimization. The Successful bidder is required to give timely suggestions for achieving such optimizations.
  - xxiv. CSP should have capability to provide dedicated hosts in its native Cloud Infrastructure in India, which allows usage of existing third-party software license
  - xxv. CSP should offer license portability and support for Microsoft apps like SQL Server and SharePoint Server, Active Directory as service; wherever applicable.
  - xxvi. Cloud provider should offer license portability and support for Oracle apps like Oracle Database 11g, 12c etc.
  - xxvii. Cloud provider should offer license portability and support for IBM apps like DB2 and WebSphere.
  - xxviii. CSP should be able to host a website that uses client-side technologies and server-side technologies.
  - xxix. CSP should offer a service to speed up distribution of static and dynamic web content

### **7.3 Security Services**

The Successful bidder (on its own or through its CSP) is responsible for the following

- I. Ensure all the compliances as defined by MeitY for empanelment of Cloud Services offered by CSP and the security guidelines as defined by STQC are met by the CSP.
- II. Provisioning, Installation, Configuration, Management, Monitoring of Security Services
- III. Identifying Security Configuration gaps
- IV. Conduct Security / Risk Assessment
- V. Comprehensive Application security
- VI. Installation, Configuration, Implementation and management of Log Analyzer
- VII. Deploy public facing services in a zone (DMZ) different from the application services. The Database nodes (RDBMS) should be in a separate zone with higher security layer
- VIII. Deploy security patches on hardware and software

- IX. Take regular backups of security configurations
- X. Regularly review the security group configuration and instance assignment in order to maintain a secure baseline.
- XI. Secure and appropriately segregate / isolate data traffic/application by functionality using DMZs, subnets etc.
- XII. Ensure that the cloud infrastructure and all systems hosted on it, respectively, are properly monitored for unauthorized activity.
- XIII. Properly implementing anti-malware and host-based intrusion detection systems on their instances, as well as any required network-based intrusion detection systems in accordance with the Meity's policies.
- XIV. Conducting regular vulnerability scanning and penetration testing of the systems, as mandated by Meity's policies.
- XV. Review the audit logs to identify any unauthorized access to the system
- XVI. Managing the security of Facilities, Physical security of hardware, Network infrastructure and Virtualization infrastructure.

#### **7.4 Operations & Maintenance Services**

The successful bidder (on its own or through its CSP) is responsible for:

- The operations and maintenance of the infrastructure including host operating system and virtualization layer down to the physical security of the facilities in which the service operates.
- Managing IT controls associated with the physical infrastructure deployed in the cloud environment.
- Adopting optimal operational practices, recommend deployment architectures for cloud infrastructures, design and implement automated scaling processes, day-to-day and emergency procedures, deploy and monitor underlying cloud services, performance reporting and metrics, and ensure the overall reliability and responsive operation of the underlying cloud services through both proactive planning and rapid situational response.
- Interface with the CSP(s) on behalf of the EdCIL for all activities including monitoring the reports (e.g., usage, security, SLA,), raising (or escalating) tickets / incidents and tracking the same to resolution.
- Prepare a comprehensive O&M plan for managing the cloud services and keep it updated with any changes during the course of the project.
- Create and maintain all the necessary technical documentation, design documents, standard operating procedures, configurations required to continued operations and maintenance of cloud services.

- Adequately size the necessary compute, memory, and storage required, building the redundancy into the architecture (including storage) and load balancing to meet the service levels (cloud services) mentioned in the RFP and the application service levels.
- Carry out the capacity planning in advance to identify & provision, where necessary, the additional capacity to meet the user growth and / or the peak load requirements to support the scalability and performance requirements of the solution.
- The scaling up / scaling down (beyond the auto-scaling limits or whenever the auto-scaling limits have to be changed) has to be carried out with prior approval by EdCIL. The successful bidder shall provide the necessary details including the sizing calculations, assumptions, current workloads & utilizations, expected growth / demand and any other details justifying the request to scale up or scale down.
- Cloud service architecture should be in such a way that avoids VM outages or downtime when the provider is performing any kind of hardware or service maintenance at the host level

### **7.5 Backup**

- The successful bidder (on its own or through its CSP) should provide relevant tools and services for backup, migration and replication of applications / data
- The backup should be incremental & differential.
- RPO (Recovery Point Objective) for onsite backup must be less than 30 mins and for On-Cloud backup must be 15 mins.
- RTO (Recovery Time Objective) for onsite backup and for On-Cloud backup must be 30 mins.
- Backup solution should take consistent Application and Database backups.
- Duration for retention of On-Cloud backup should be 3 months.
- Configure, schedule, monitor and manage backups of all the data including but not limited to files, images and databases as per the policy finalized by Government Department / Agency.
- Administration, tuning, optimization, planning, maintenance, and operations management for backup and restore;
- Provision capacity for backup and restore, as required
- Perform backup on the next scheduled backup window in case of any scheduling conflicts between backup and patch management.
- EdCIL reserves the right to retain the full copies of the virtual machines at any time.
- The client should be able to import their existing image to VMs/Instances.
- Cloud service should support restoring a DB instance to a specific date and time
- Cloud service should support creating a DB snapshot and restoring a DB instance from a snapshot

## **7.6 Reporting Services**

The successful bidder (on its own or through its CSP) should provide:

- Relevant reports including real time as well as past data/information/reports for EdCIL
- Track system usage and usage reports
- Logs of backup and restoration undertaken report
- Component wise Virtual machines availability and resource utilization report
- Consolidated SLA / Non- conformance report
- CRUD Operations: Successful bidder to Create, Read, Update, Delete, users based on roles & rights defined by User Department
- Prepare Monitoring Reports
- Prepare SLA Reports
- Prepare Backup Reports
- Prepare VMs Status report
- Provisioning /De-provisioning of VMs
- Creating templates for VMs
- Make changes in configurations for user administration

## **7.7 Monitoring Services**

The successful bidder (on its own or through its CSP) should:

- Monitoring of the storage space/IOPS against the defined threshold limits on regular basis, Configure cloud server nodes with the help of storage area network.
- Monitoring of Service Ports
- Monitoring of Server performance, CPU, RAM, DISK
- Monitor performance, resource utilization and other events such as failure of service, degraded service, availability of the network, storage, database systems, operating Systems, applications, including API access
- Monitor Daily, weekly, monthly backup jobs as per schedule and during any unsuccessful backup the incident management process and procedures should be invoked.
- Perform regular health checks of VMs, Storage, N/w links, etc.
- Review the service level reports, monitoring the service levels and identifying any deviations from the agreed service levels
- Implement necessary tools to monitor the root cause for performance degradation of any applications.
- Investigate outages; perform appropriate corrective action to restore the hardware, software, operating system, and related tools

### **7.8 Exit Management Services**

- I. These services are relevant at the end of the contract duration or in case of any mid-way termination of the contract or work order.
- II. Migration of the VMs, data, content and any other assets to the new environment or on alternate CSP's offerings and ensuring successful deployment and running of the application on the new infrastructure by suitably retrieving all data, scripts, software, virtual machine images, and so forth to enable mirroring or copying.
- III. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with EdCIL.
- IV. The successful bidder should ensure that all the documentation required for smooth transition including configuration documents are kept up to date
- V. The successful bidder should ensure that it does not delete any data at the end of the contract (for a minimum of 45 days beyond the expiry of the contract) without the express approval of the EdCIL.
- VI. Once the exit process is completed, remove the data, content and other assets from the cloud environment and destroy the VM, Content and data as per stipulations and shall ensure that the data cannot be forensically recovered.
- VII. The successful bidder should provide a comprehensive exit management plan within 90 days from the end of the contract period.
- VIII. Carry out the migration of the VMs, data, content and any other assets to the new environment created by EdCIL or any other Agency (on behalf of the EdCIL) on alternate CSP's offerings to enable successful deployment and running of the Government Department's solution on the new infrastructure.
- IX. Address and rectify the problems with respect to migration of the application and related IT infrastructure during the transition.
- X. The successful bidder should ensure that all the documentation required for smooth transition (in addition to the documentation provided by the CSP) are kept up to date and all such documentation is handed over to EdCIL during regular intervals as well as during the exit management process.
- XI. Train and transfer the knowledge to the Replacement Agency (or Government Department / Agency) to ensure similar continuity and performance of the Services post expiry of the contract.
- XII. The Successful bidder shall provide necessary handholding support (for a maximum of 30 days) to assist in transition of the services from the Successful bidder to a replacement Successful bidder. The handholding support includes migration of the Virtual Machines, data, content and any other assets to the new environment created by the EdCIL or any Agency (on behalf of EdCIL) on alternate Successful bidder's offerings to enable successful deployment and running of the applications/website on the new infrastructure.

## **7.9 SLA and Penalties**

The key service level objectives that relate to the cloud service are indicated below:

- I. The SLA parameters shall be monitored on a monthly and quarterly basis. However, if the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of EdCIL, then the EdCIL will have the right to take appropriate disciplinary actions including termination of the contract.
- II. The full set of service level reports should be available to the EdCIL on a monthly and quarterly basis based on the project requirements.
- III. The Monitoring Tools shall play a critical role in monitoring the SLA compliance and hence will have to be customized accordingly. The Successful bidder shall make available the Monitoring tools for measuring and monitoring the SLAs. The Successful bidder may deploy additional tools and develop additional scripts (if required) for capturing the required data for SLA report generation in automated way. The tools should generate the SLA Monitoring report in the end of every month and every quarter which is to be shared with the EdCIL on a monthly and quarterly basis. EdCIL shall have full access to the Monitoring Tools/portal (and any other tools / solutions deployed for SLA measurement and monitoring) to extract data (raw, intermediate as well as reports) as required during the project.
- IV. In case of default on any of the service level metric, the Successful bidder shall submit performance improvement plan along with the root cause analysis for the EdCIL approval.
- V. In case these service levels cannot be achieved at service levels defined in the agreement, EdCIL shall invoke the performance related penalties. Payments to the Successful bidder will be linked to the compliance with the SLA metrics laid down.
- VI. In case multiple SLA violations occur due to the same root cause or incident then the SLA that incurs the maximum penalty may be considered for penalty calculation rather than a sum of penalties for the applicable SLA violations.
- VII. Successful bidder shall provide an uptime of 99.75% for the provisioned cloud services, which shall be calculated on monthly and quarterly basis. The Uptime is equal to total contracted hours less downtime during the period. The Downtime is the time between the non-availability of services and time of restoration of services within the contracted hours. If the bidder fails to maintain guaranteed uptime of 99.75% on monthly basis, EdCIL shall impose penalty. If the uptime is below 95%, the EdCIL shall have full right to terminate the contract.

S.No.	Service Level objective	Measurement Methodology	Target/Service level	Penalty
<b>Availability/Uptime</b>				
1.	Availability/Uptime of cloud services Resources	Availability (as per the definition in the SLA) will be measured for each of the underlying components (e.g., VM, Storage, OS, VLB, Security Components) provisioned in the cloud. Measured with the help of SLA reports provided by the Successful bidder.	Availability for each of the provisioned resources: ≥99.75%	Default on any one or more of the provisioned resources will attract penalty as indicated below. <ul style="list-style-type: none"> <li>• &lt; 99.75% &amp; ≥ 99% (5% of the quarterly payment)</li> <li>• &lt; 99% and ≥ 95% (10% of the quarterly payment)</li> </ul>

VIII. Maximum cumulative penalty cannot exceed **10% + taxes as applicable** of the estimated work value after which EdCIL reserves the right to cancel the work order.

### **7.10 SLA Monitoring Services**

The successful bidder (on its own or through its CSP) should:

- Provide and implement tools and processes for monitoring the availability of assigned applications, responding to system outages with troubleshooting activities designed to identify and mitigate operational issues.
- Reviewing the service level reports, monitoring the service levels and identifying any deviations from the agreed service levels
- Independent monitoring of service levels, including availability, uptime, performance, application specific parameters, e.g. for triggering elasticity, request rates, number of users connected to a service
- Receiving and processing service level reports from the CSP (or a trusted third party auditor), comparing them with SLA objectives.
- Detecting and reporting service level agreement infringements
- Responding to SLA infringements either as reports from the CSP or detected by successful bidder or EdCIL (for example, informing their end-users of service interruptions, raising a ticket, claiming service credits etc.)
- Resolving disputes around SLA infringements
- Provide and document patch management appropriate to all components within the CSP's boundary and to adhere to MietY standards.

- Monitoring of performance, resource utilization and other events such as failure of service, degraded service, availability of the network, storage, database systems, operating Systems, applications, including API access within the CSP's boundary.

## CHAPTER 8

### Timeline and Payment Terms

#### 8.1 Duration & Timeline:

The duration of the project is for 1 year which may be further extended on year to year basis. The rates quoted by the bidder as per the financial bid submission form should be valid for a 2-year period.

The successful bidder has to adhere to the following timelines:

Sl. No	Milestone	Timeline (In Days)
1.	Bank Guarantee Submission and contract agreement Execution	T+7
2.	Setup of Cloud Infrastructure as per scope of work	T+7
3.	Deployment of Study in India website on cloud	T+14

**Note:** - \* Here 'T' Indicates the date of LOA.

**Penalty:** Penalty of 0.5% + GST per day delay of the estimated work value will be imposed on the successful bidder for delay in execution of timelines.

#### 8.2 Payment Term:

S. No.	Milestone	Payment Value
1.	Infrastructure & Managed Services (to be paid quarterly on completion of each quarter on successful completion of service and as per SLA report) The bidder should submit the following documents to the EdCIL for the payment: Quarterly SLA report by 2 <sup>nd</sup> day of next month	To be paid quarterly at the end of each quarter on satisfactory services and as per SLA

## **CHAPTER 9**

### **General Contract Terms**

#### **9.1 Standards of Performance**

The Successful bidder shall deliver the services and carry out their obligations with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Successful bidder shall always act in respect of any matter relating to this contract as faithful successful bidder to EdCIL. The Successful bidder shall always support and safeguard the legitimate interests of EdCIL, in any dealings with the third party. The Successful bidder shall conform to the standards laid down in the RFP in totality.

#### **9.2 Applicable Law**

The Contract should be interpreted in accordance with the laws of the Union of India and all disputes should be subject to place of jurisdiction. The place of jurisdiction would be New Delhi(India).

#### **9.3 Governing Language**

The contract should be written in English language. English language version of the Contract should govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, should be written in the same language.

#### **9.4 Taxes:**

Selected Bidder should be entirely responsible for all taxes incurred until delivery of the contracted Services. Only GST charged in the invoice will be paid other than that no other taxes/duties/levies will be paid.

#### **9.5 Successful bidder Integrity**

The Successful bidder is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

### **9.6 Termination for default**

The EdCIL should, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful bidder, terminate the Contract in whole or part:

I. If the Successful bidder fails to complete the work within the period(s) specified in the order, or  
within any extension thereof granted by the EdCIL; or

II. If the Successful bidder fails to perform any other obligation(s) under the Contract.

III. If the Successful bidder, in the judgment of the EdCIL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

IV. For the purpose of this Clause:

- “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”
- In the event the EdCIL terminates the Contract in whole or in part, the EdCIL should procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Successful bidder should be liable to the EdCIL for any excess costs for such similar Goods or Services. However, the Successful bidder should continue the performance of the Contract to the extent not terminated.

### **9.7 Risk Purchase Clause:**

In event of failure of completion of work within the stipulated delivery schedule, the consignee has all the right to purchase the item/equipment/service from the other source on the total risk of the successful bidder under risk purchase clause.

### **9.8 Force Majeure:**

The Successful bidder should not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- I. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events shall include, but are not limited to, acts of the Consignee either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- II. If a Force Majeure situation arises, the Successful bidder should promptly notify the Consignee in writing of such conditions and the cause thereof. Unless otherwise directed by the Consignee in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and should seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **9.9 Confidential Information**

Each Party (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions substantially similar to those set forth in this Clause. The provisions of this Clause respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently

developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

#### **9.10 Non-Disclosure**

The firm and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract, terms, prices or the client's business or operations details without the prior written consent of the client.

#### **9.11 Prices**

The price must include all charges related to setup of cloud infrastructure for deploying the Study in India website application on it as defined in the scope of work. **The offer/bid should be as per Financial Bid Format (Form 1)**

The prices must be quoted in the Performa given in Financial Bid failing which the Bid would be treated as unresponsive. Any discount or any other offers affecting the overall price must be mentioned in Financial Bid only. Discount or any other offers affecting the overall price mentioned at any other place of the bid other than Financial Bid will not be considered. Price information shall not be there in Technical Bid.

#### **9.12 Limitation of Liability**

- I. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
- II. Except in the case of Gross Negligence or Wilful Misconduct on the part of the Bidder/Bidder's Team or on the part of any person or firm acting on behalf of the Bidder executing the work or in carrying out the Services, the Bidder, with respect to damage caused by the Bidder including to property and/or assets of the Purchaser or of any of Purchaser's vendors shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Contract Value or (B) the proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (A) or (B) is higher.

- i. For the purposes of the Clause (b) of this section, "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property.
- ii. "Wilful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

### **9.13 Indemnity**

The selected bidder shall indemnify EdCIL from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- i. Any negligence or wrongful act or omission by the selected Bidder or the selected Bidder's Team or any third party associated with Bidder in connection with or incidental to this contract; or
- ii. Any breach of any of the terms of the selected Bidder's Bid as agreed, the Tender and this Contract by the selected Bidder, or the selected Bidder's Team or any third party.
- iii. Any infringement of patent, trademark/copyright arising from the use of related services or any part thereof.

The indemnity shall be to the extent of 100% in favor of EdCIL.

### **9.14 Liquidated Damages**

- I. Notwithstanding EdCIL's right to cancel the order, liquidated damages for non-conformance to the SLAs mentioned in this RFP document will be charged as per the penalties, subject to a maximum of 10% of the total estimated work value.
- II. EdCIL reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by EdCIL to the successful bidder.

### **9.15 Resolution of Disputes:**

The dispute resolution mechanism to be applied pursuant should be as follows:

- I. Any matter arising out of or connected with this agreement, such disputes or difference should be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof should apply to the arbitration proceedings.
- II. The dispute should be referred to the Competent Authority, EdCIL and if he/she is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed should be final, conclusive and binding on all parties to this order.
- III. In the case of a dispute between the consignee and a Foreign Successful bidder, the dispute should be settled by arbitration in accordance with provision of sub-clause (i) & (ii) above. But if this is not acceptable to the successful bidder then the dispute should be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
- IV. The venue of the arbitration should be the place from where the order is issued.
- V. Any legal disputes arising out of any breach of contract pertaining to this tender should be settled in the court of competent jurisdiction located within New Delhi.

### **9.16 Arbitration**

- a. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to a sole arbitrator as per Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof.
- b. All legal proceedings shall have to be lodged in courts situated in New Delhi (India) and not elsewhere.
- c. All arbitration proceedings shall be conducted in English. Recourse against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- d. The Arbitral Tribunal shall consist of the sole Arbitrator appointed by mutual agreement of the parties.
- e. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfil their obligation under this Agreement so far they are reasonably able to do so.

### **9.17 Jurisdiction:**

Any legal disputes arising out of any breach of contract pertaining to this tender should be settled in the court of competent jurisdiction located within New Delhi.

### **9.18 Compliance Certificate**

The bidder must provide this certificate on their letter head indicating conformity to the technical specifications. (as per Annexure III).

### **9.19 Award of Contract**

- I. EdCIL reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the Bidders. In case of annulment, all proposals submitted and specifically, proposal securities shall be promptly returned to the Bidder.
- II. EdCIL has the right to review at any time prior to award of contract that the prequalification criteria, are still being met by the Bidder whose offer has been determined as first rank. A proposal shall be rejected if the pre-qualification criteria, are no longer met by the Bidder whose offer has been determined as first rank.

### **9.20 Notices**

- I. Any notice given by one party to the other pursuant to this contract/order should be sent to the other party in writing or FAX or e mail and confirmed in writing to the other party's address.
- II. A notice should be effective when delivered or on the notice's effective date, whichever is later.
- III. For the purpose of all notices, the following should be the address

Consignee:

The Chief General Manager (OES/Fin)

EdCIL (India) Limited,

18 A, Sector-16A,

Noida-201301, Uttar Pradesh

Tel: 91-120-2512001 to 2512006

### **9.21 Escalation Matrix:**

The bidder should provide at-least 3 level escalation matrices for providing resolution of the complaints at local level

### **9.22 Price Negotiation**

According, to the market scenario the price would be re-negotiated for exploring downward revision and reasonability of the rates as per the normal trend in the industry while placement of subsequent work order.

### **9.23 Acknowledgement:**

It is hereby acknowledged that we have gone through all the conditions mentioned above and below and we agree to abide by them.

### **9.24 Fall Clause**

The Bidder undertakes that he has not supplied/is not supplying the similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that the similar product/ systems or sub-system was supplied by the Bidder to any Ministry/ Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Purchaser, if the contract has already been concluded.

## Annexure I

### Undertaking For Non-Blacklisting

This is to confirm that we M/s \_\_\_\_\_ (give full address) have not been declared neither **failed to perform on any Agreement, nor have been expelled from any project or Agreement nor any Agreement terminated** for breach by the us (Agency) in any of the government department and public sector undertaking /enterprise or by any other Client in India, in last five year before release of advertisement.

If the above information found false at any stage after the placement of Work Order / Agreement, EdCIL (India) Limited (EdCIL), 18-A, Sector 16-A, Noida will have full right to cancel the Contract and forfeit the Performance Guarantee. All the direct and indirect cost related to the cancellation of the order will be borne by us besides any legal action by EdCIL which shall be deemed fit at that point of time.

Authorized Signatory

**Note:** *The undertaking regarding the non-blacklisting of firm is to be submitted on a non-judicial stamp paper of Rs. 100/- (Rupees Hundred only).*

**Annexure II**

**MeitY empanelled CSP Authorization Form**

No. \_\_\_\_\_ dated \_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir:

Bid No. \_\_\_\_\_

We \_\_\_\_\_ who are established and reputed MeitY empanelled CSP of \_\_\_\_\_ (name and description of goods and services offered) having data centres at \_\_\_\_\_ (address of data centres) do hereby authorize M/s \_\_\_\_\_ (Name and address of Agent) to submit a bid, and sign the contract with you for the goods and services rendered by us against the above bid.

We hereby extend our full warranty as per terms and the Conditions of Contracts, for the goods and services offered for supply by the above firm against this Invitation for Bid. We further certify that we shall support vendor with all related spares and maintenance during the entire contract period including the period of warranty/AMC and we also declare that the product proposed in this contract will not be end of life till the contract period.

Yours faithfully,

(Name): \_\_\_\_\_

(Name of MeitY empanelled CSP): \_\_\_\_\_

Note: This letter of authority should be on the letterhead of the manufacturer or OEM and should be signed by a person competent and having the power of attorney to legally bind the manufacturer

**Annexure III**  
**Technical Compliance Sheet**

We hereby confirm that we are complying to the technical specifications as specified in the tender document and the offer is submitted in accordance of the technical requirement. The all relevant documents in support of our claims are enclosed at the following pages:

Signature of Bidder Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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

Contact No.: \_\_\_\_\_

**Annexure IV**  
**Tender Compliance Sheet**

**Note: All the above-mentioned documents have to be scanned and uploaded.**

S. No.	Description	Yes/No with Page No.
1.	BID SECURITY(EMD) Whether the bidder has attached the Bid Security?	
2.	Amount of Bid Security (EMD) as per bid requirement or not?	
3.	Date of issue of Demand Draft for EMD	
4.	Validity of the Demand Draft (if submitted) 90 days from submission of bid or not?	
5.	Bid validity 90 days or not?	
6.	Legal Status/ Constitution of firm (any document & partnership deed etc.)	
7.	Whether the bidder has quoted for all the items & services in the Schedule?	
8.	Whether price as per Financial Bid quoted or not?	
9.	Whether Project Timeline as per bid agreed or not?	
10.	Payment terms as per bid agreed or not?	
11.	Undertaking as per <b>Annexure-II</b> or not?	
12.	Letter of proposal signed and enclosed with the bid offer	
13.	Signed copy of Pre-contract integrity pact	
14.	Letter of Bid submission	
15.	Signed copy of the tender document submitted	
16.	Power of Attorney	
17.	Declaration Sheet	
	<b>Eligibility Criteria</b>	
18	The bidder should be registered under Companies Act, 1956 and 2013 in India and should have been in operation in India for at least last 3 years as on the date of submission of the bid.  Consortium of companies/ firms is not allowed.	
19	The CSP of which the bidder is an authorized partner should be STQC audited and empanelled with MeitY, GoI for providing cloud services.	
20	The bidder should submit an undertaking from CSP that the CSP will provide system support to the bidder for at least next three years.	
21	The bidder should have valid GST registration and PAN number.	

22	The bidder should have an average annual turnover of at least 3 Crores from IT/ITES services in last three financial years i.e. 2017-18, 2018-19 & 2019-2020 with net profit and positive net worth.	
23	The bidder should have an average annual turnover of at least INR 1 crore from hosting of applications/website on cloud in last three financial years i.e. 2017-18, 2018-19 & 2019-2020.	
24	The bidder should have successfully completed at least two cloud hosting of applications/website with minimum 1 Lakh per hour simultaneous users in any of the last two financial years i.e. 2018-19 & 2019-20.	
25	The bidder should have successfully completed at least three cloud hosting of applications/website with minimum 50,000 potential log in users in any of the last two financial years i.e. 2018-19 & 2019-20.	
26	The bidder should be ISO 9001:2015 ISO 27001, or latest certified as on date of submission of bid. The CSP of which bidder is an authorized partner should be ISO 27017 & ISO 27018 & ISO 22301 & PCI DSS Level 1 or latest certified as on date of submission of bid	
27	The bidder should have SOC1, SOC2 and SOC3 accreditations which are relevant to security, availability, processing integrity, confidentiality or privacy.	
28	The bidder must have requisite capability to fulfil the “Scope of Work” (on its own or through CSP) as laid out in this RFP	
29	The bidder should not be blacklisted by any Central Government/ State Government/ PSU/ Government Bodies/ Autonomous Bodies/ Private Sector or court of law in the last 5 years.	
30	The DC & DR sites should be separated by a minimum distance of 100 kilometers.	
31	The CSP should have experience in India of executing at least 2 government projects from Central Govt/PSU in last 3 years with minimum work order value of INR 50 lakhs each project.	
32	The Authorized Signatory signing the Bid on behalf of the bidder - should have the Power of Attorney duly authorized by the Board of Directors to sign the Bid.	
33	The CSP of which the bidder is an authorized partner should be in top three CSP for Cloud Infrastructure as a Service, Worldwide as per latest Gartner Report	

**Annexure V**

**Annual Turn Over From IT/ITES services**

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Annual Turnover (Rs. In Crore)</b>	<b>Net Worth (Rs. In Crore)</b>	<b>Profit/Loss (Rs. In Crore)</b>
1.	2017-18			
2.	2018-19			
3.	2019-20			
Total				
Total in Words				
Average				
Average in Words				

Note:

- Certificate from Statutory Auditor certifying Balance sheet and P&L statement only for all three years to be attached with signature and seal of chartered accountant.
- Values entered in words will be treated as final.

**Signature with Seal of the Chartered Accountant**

**Signature with Seal of the Bidder**

**Annexure VI**

**Turnover from hosting of application/website on cloud**

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Annual Turnover (Rs. In Crore)</b>
1.	2017-18	
2.	2018-19	
3.	2019-20	
Total		
Total in Words		
Average		
Average in Words		

Note:

- Values entered in words will be treated as final.

**Signature with Seal of the Chartered Accountant**

**Signature with Seal of the Bidder**

**Annexure VII**  
**Power Of Attorney**

Know all men by these presents, we..... (name of firm and address of the registered office ) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/daughter/wife of ..... and presently residing at....., who is presently employed with /retained by us and holding position of.....as our true and lawful attorney

(hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the client>.....project, proposed to be developed by the

..... (the “client”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

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

[IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON

THIS ..... DAY OF ..... 2019.

For ..... (Name and registered address of client)

(Signature, name, designation, and address)

Witness

1. (Signature, name and address)

2. (Signature, name and address)

Notarized

Accepted

.....

(Signature, name, designation, and address of the attorney)

Notes:

1. The mode of the execution of the power of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance

with the required procedure.

2. Wherever required, the applicant should submit for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power and Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy it carries a conforming Apostle certificate.

**Note:** *The Power of Attorney is to be submitted on a non-judicial stamp paper of Rs. 100/- (Rupees Hundred only).*

**Annexure VIII**  
**Declaration Sheet format**

<< Organization Letter Head >>

**DECLARATION SHEET**

We, \_\_\_\_\_ hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, we will support on regular basis with technology / product updates and extend support for the warranty.

Name Bidding Company/Vendor/ Manufacturer/ Agent	
Address	
Incorporation status of the firm (public limited / private limited,	
Date of registration	
Phone	
Contact Person Name	
E-mail ID	
Mobile Number	
GST Number	
PAN Number	
DD Bank Name and No. (For EMD) or UTR Details for electronic transfer	
9 Kindly provide bank details of the bidder in the following format:	
b) Account Number	
c) IFSC Code	
d) Kindly attach scanned copy of cancelled Cheque book page to enable us to return the EMD to unsuccessful bidder	

**(Signature of the Tenderer)**

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

**Seal of the Company**

**Annexure IX**

**LETTER OF UNDERTAKING**

**(ON THE LETTER HEAD OF THE BIDDER)**

To  
Chief General Manager (OES/Fin)  
**EdCIL (India) Limited (EdCIL)**  
**EdCIL House, 18 A, Sector-16 A,**  
**NOIDA – 201301 (U.P.)**

Sir,

**SUBJECT-** Letter of undertaking

This bears reference to EdCIL Bid No. \_\_\_\_\_ Dated \_\_\_\_\_ We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid.

We warrant that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent EdCIL from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

The above document is executed on ..... at (place) \_\_\_\_\_ and we accept that if anything out of the information provided by us is found wrong, our bid/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder\_\_\_\_\_

Authorized Signatory\_\_\_\_\_

Seal of the Organization\_\_\_\_\_

Date:

Place

**Annexure-X**  
**PROFORMA PRE CONTRACT INTEGRITY PACT**

**GENERAL**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_ day of the month of .... 2020, between, on one hand, acting through Shri/Smt. \_\_\_\_\_, Designation, EdCIL (India) Limited (hereinafter called the “BUYER”/ “EdCIL” interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

**AND**

M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the EdCIL proposes to procure services towards “Selection of Agency for Hosting of Study in India website application on Cloud Server.”.

For its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the Bid document No. EdCIL/SII/RFP/Cloud-Hosting-SII-Website/2020/001 Dated ..... 2020.

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / registered expert agency, constituted in accordance with the relevant law in the matter and the EdCIL is a Public Sector Undertaking under Ministry of Human Resource Development performing its functions.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the EdCIL to obtain the desired services as referred to in the Bid document No. EdCIL/SII/RFP/Cloud-Hosting-SII-Website/2020/001 dated .....2020 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the EdCIL**

- 1.1 The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

**2.** In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the EdCIL with full and verifiable facts and the same is prima facie found to be correct by the EdCIL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the EdCIL and such a person shall be debarred from further

dealings related to the contract process. In such a case while an enquiry is being conducted by the EdCIL the proceedings under the contract would not be stalled.

### **3. Commitments of Bidders**

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount

been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation, as the case shall be for satisfactory performance of the proposed terms of Bidder.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any

monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

#### 4. **PREVIOUS TRANGRESSION**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the Bid process or the contract, if already awarded, can be terminated for such reason.

#### 5. **EARNEST MONEY DEPOSIT (EMD)**

5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. 1,00,000/- as Earnest Money with the EdCIL through Account Payee Bank Draft in favor of EdCIL (India) Limited or through electronic transfer as per details available at Chapter 5, Clause 5.7

5.2 However, Bidders registered with NSIC or MSMEs are exempted for payment of EMD. Such Bidders will necessarily have to submit the NSIC or MSME certificate to avail the exemption.

5.3 The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case shall be for satisfactory performance of the terms of Bidder above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including warranty period, whichever is later.

5.4 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such sanction.

5.5 No interest shall be payable by the EdCIL to the BIDDER on Earnest Money Deposit for the period of its currency.

6. **SANCTIONS FOR VIOLATIONS**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the EdCIL to take all or any one of the following actions, wherever required:

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the BUYER (EdCIL) shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case shall be. If any outstanding payment is due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EdCIL, along with interest.
- vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL resulting from such cancellation/rescission and the EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which shall be further extended at the discretion of the EdCIL.
  - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.
  - x. Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The EdCIL will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

## **7. INDEPENDENT MONITORS**

- 7.1 An Independent monitor (s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EdCIL.
- 7.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.
- 7.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in \_\_\_\_\_ the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, shall the occasion arise, submit proposals for correcting problematic situations.

## **8. FACILITATION OF INVESTIGATION**

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

## **9. LAW AND PLACE OF JURISDICTION**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the EdCIL.

## **10. OTHER LEGAL ACTIONS**

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

## 11. VALIDITY

11.1 The validity of this Integrity Pact shall be governed by the terms of the Bid No. EdCIL/SII/RFP/Cloud-Hosting-SII-Website/2020/001 towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the Bidder with successful bidder.

11.2 Shall one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

EdCIL (India) Limited

BIDDER

Name of the Officer :

CHIEF EXECUTIVE OFFICER

Designation:

Witness:

Witness:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

*(The Pre Contract Integrity Pact shall be modified based in line with the conditions of the Bid Documents).*

**ANNEXURE – XI**  
**Performance Bank Guarantee Format**

Name of the Bank: \_\_\_\_\_

**To**

**Chief General Manager (OES/Fin)**

**EdCIL (India) Limited**

**EdCIL House, 18 A, Sector-16 A**

**NOIDA – 201301 (U.P.)**

In consideration of the Chief General Manager (OES/Fin) EdCIL acting through \_\_\_\_\_ (Designation & address of Contract Signing Authority), (hereinafter called “The EdCIL (India) Ltd”) having agreed under the terms and conditions of agreement/ Contract Acceptance letter No. \_\_\_\_\_ Dt : \_\_\_\_\_ Made between \_\_\_\_\_ (Designation & address of contract signing Authority) and \_\_\_\_\_ (here in after called “the said Agency” for the work \_\_\_\_\_ (here in after called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for \_\_\_\_\_ ( \_\_\_\_\_ only)

as a performance security Guarantee from the Agency for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We \_\_\_\_\_ (Indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the EdCIL (India) Ltd an amount not exceeding \_\_\_\_\_ ( \_\_\_\_\_ only) on demand by the EdCIL (India) Ltd.
2. We \_\_\_\_\_ (Indicate the name of the bank, further agree that ( and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL (India) Ltd through the Chief General Manager (OES/Fin), EdCIL (India) Ltd, Noida or \_\_\_\_\_ (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the EdCIL (India) Ltd by reason of any breach by the said Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_ ( \_\_\_\_\_ Only).
3. (A) We \_\_\_\_\_ ( indicate the name of Bank ) further undertake to pay to the EdCIL (India) Ltd any money so demanded notwithstanding any dispute or dispute raised by the Agency in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.  
(B) The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Agency shall have no claim against us for making such payment.

4. We \_\_\_\_\_ (Indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the EdCIL (India) Ltd under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by \_\_\_\_\_ (Designation & Address of contract signing authority) on behalf of the EdCIL (India) Ltd, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Agency and accordingly discharges this guarantee.

5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the EdCIL (India) Ltd or until ( date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Ltd within validity/ extended period of validity of guarantee from the date aforesaid.

(b) Provided always that we \_\_\_\_\_ (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case shall be on being called upon to do so by the EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we \_\_\_\_\_ (indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.

6. We \_\_\_\_\_ ( indicate the name of Bank ) further agree with the EdCIL (India) Ltd that the EdCIL (India) Ltd shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the EdCIL (India) Ltd against the said Agency and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency for any bearance act or omission on the part of the EdCIL (India) Ltd or any indulgence by the EdCIL (India) Ltd to the said Agency for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Agency.

8. We, \_\_\_\_\_ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the EdCIL (India) Ltd in writing.

9. This guarantee shall be valid up to (Date of Completion plus 90 Days). Unless extended on demand by EdCIL (India) Ltd. Notwithstanding anything to the contrary contained

hereinbefore, our liability under this guarantee is restricted to Rs.....

(Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated: The Day of For

(indicate the name of bank)

Signature of Banks Authorized official

Witness (Name)\_\_\_\_\_

Designation with Code No. -----

Full Address-----

## Annexure XII Contract Form

THIS AGREEMENT made the ..... day of ..... 2020 between ..... EdCIL (Hereinafter called "the Purchaser") of the one part and ..... (Name & address of Successful bidder) .....

(Hereinafter called "the Successful bidder") of the other part:

“EdCIL” and “the Successful bidder” collectively referred to as “Parties” and individually as “Party”.

### **PREAMBLE**

1. WHEREAS EdCIL is a Central Public Sector Enterprise (CPSE) under the Ministry of Human Resource Development (MHRD), Government of India, offering consultancy and Project Management services in all areas of education and human resource development within India and Overseas as well, with expertise holding special relevance for the education sector in the developing world and its strength in tailoring solutions to match exacting ground realities, which speaks volumes of the organization's commitment to educational values. EdCIL seeks to meet social, economic, and cultural challenges through consulting services, technical assistance and strengthening the overall growth and development nationally and even beyond national boundaries with special focus on developing countries.
2. AND WHEREAS vide Tender Ref. No. EdCIL/SII/RFP/Cloud-Hosting-SII Website/2020/001 (hereinafter collectively “the Tender”) EdCIL invited bids from eligible agencies for entering into rate contract for supply, installation, commissioning, and maintenance of Interactive Integrated Digital Board.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.,
  - [a] The Financial Bid submitted by the Bidder;
  - [b] The Scope of work defined;
  - [c] The Terms & Conditions of the tender document
  - [d] The EdCIL's Notification of Letter of Award/ Work Order
3. In consideration of the payments to be made by the EdCIL to the Successful bidder as hereinafter mentioned, the Successful bidder hereby covenants with the EdCIL to provide the goods and

services and to remedy defects herein in conformity in all respects with the provisions of the Contract.

4. The EdCIL hereby covenants to pay the Successful bidder in consideration of the provision of the goods and services and the remedying of defects therein, the Contract prices or such other sum as shall become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said ..... (For the EdCIL)

in the presence of .....

Signed, Sealed and Delivered by the

said ..... (For the Successful bidder)

in the presence of .....

**Annexure XIII**

**Technical Bid Submission Letter**

To:

**Chief General Manager (OES/Fin)  
EdCIL (India) Limited**

**EdCIL House, 18 A, Sector-16 A**

**NOIDA – 201301 (U.P.)**

**Subject:** Submission of the financial bid for Selection of Agency on annual rate contract basis for Hosting of Study in India website application on Cloud Server

Dated: \_\_\_/\_\_\_/2020

Dear Sir,

We, the undersigned, offer to provide cloud services to EdCIL (India) Limited and EdCIL's end Client.

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail:

## Commercial Bid

## **1. Instructions to Bidders**

1. Financial Bid shall be submitted with full price details. Financial Bid shall contain only the prices duly filled in as per the format given in Schedule of Rates provided in the tender document. Price bid should not have any Commercial and/or Technical stipulation in addition to, what is already given in Part I – Technical bid. Financial Bid Standard Form-1 shall be used for the preparation of the price quote according to the instructions provided.
2. The bid shall be evaluated on Total Price as shown in financial bid.
3. The item wise rates quoted by the bidder shall be fixed for the duration of the contract.
4. The changes displayed in the corrigendum/addendum to the bid documents should be attached with the Financial Bid Submission Letter, in the same packet, duly signed and stamped by the authorized signatory of the Bidder firm.
5. The financial bid form-1 along with financial bid submission Letter should be filled in all respect and uploaded in .PDF format (only) duly signed and sealed by the authorized representative. In case, the financial bid documents are not complete in all respect the same should be treated as incomplete at financial bid stage and shall be considered non-responsive.

## 2. Financial Bid Submission Letter

To:

**Chief General Manager (OES/Fin)  
EdCIL (India) Limited**

**EdCIL House, 18 A, Sector-16 A**

**NOIDA – 201301 (U.P.)**

**Subject:** Submission of the financial bid for Selection of Agency on annual rate contract basis for Hosting of Study in India website application on Cloud Server

Dated: \_\_\_/\_\_\_/2020

Dear Sir,

We, the undersigned, offer to provide “Cloud Services” in accordance with your request for proposal dated \_\_\_/\_\_\_/2020.

Our attached Financial Bid is for the amount of \_\_\_\_\_ [*Indicate the corresponding to the amount(s), currency (ies) {Insert amount(s) in words and figures}*].

All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 90 calendar days from the date of opening of the Bid.

We hereby confirm that our prices exclude all taxes. However, all the taxes are quoted separately under relevant sections. Any miscalculation of taxes would be on our own account.

Please note that all amounts shall be the same as in Form-1. Our Financial Bid shall be binding upon by us subject to the modifications resulting from Contract negotiations, if any, up to expiration of the validity period of the Proposal.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail:

### 3. FORM-1 Financial Bid Format

A	B	C	D	E	F	G	H
<b>1. Dev &amp; Test</b>							
Sl. No.	Service type	Custom name	Description	Unit of Measurement	Unit Rate (in INR) (Excluding Taxes)	Total Applicable Taxes (in %)	Unit Rate (in INR) (Including Taxes)
1	App Service	Dev & Test-App Service	1 machine (2 Core(s), 3.5 GB RAM, 10 GB Storage); Windows OS	100 Hrs.			
2	Cache for Redis	Dev & Test-Cache	1 instance	100 Hrs.			
3	Storage Accounts	Dev & Test-Storage	Storage Space, General Purpose with Redundancy, 300 GB Capacity, 100,000 Write operations, 100,000 List and Create Container Operations, 100,000 Read operations, 100,000 Archive High Priority Read, 1,000 GB Data Retrieval, 1,000 GB Archive High Priority Retrieval, 1,000 GB Data Write	1/Month			
4	Virtual Network	Dev & Test-Virtual Network	100 GB data transfer	100 GB			
5	Virtual Machines	Dev & Test- SQL Database	1 Machine (4 vCPU(s), 16 GB RAM); Windows – SQL Server; 1 managed OS disks, 100 transaction units	1/Month			

2. DR							
Sl. No.	Service type	Custom name	Description	Unit of Measurement	Unit Rate (in INR) (Excluding Taxes)	Total Applicable Taxes	Unit Rate (in INR) (Including Taxes)
1	App Service	DR-App Service	1 Machine (2 Core(s), 3.5 GB RAM, 50 GB Storage); Windows OS	10 Hrs.			
2	Application Gateway	DR-Application Gateway	Web Application Firewall, 50 Fixed gateway Hours, 200 GB Data transfer	1/Month			
3	Redis Cache	DR- Cache	1 instance	10 Hrs.			
4	Virtual Network	DR-Virtual Network	100 GB data transfer	100 GB			
5	Virtual Machines	DR- SQL Database	1 machine (8 vCPU(s), 28 GB RAM); Windows – SQL Server; 1 managed OS disks, 100 transaction units	1/Month			
3. Production							
Sl. No.	Service type	Custom name	Description	Unit of Measurement	Unit Rate (in INR) (Excluding Taxes)	Total Applicable Taxes	Unit Rate (in INR) (Including Taxes)
1	App Service	Prod-App Service	1 Machine (2 Core(s), 3.5 GB RAM, 50 GB Storage); Windows OS	100 Hrs.			
2	Application Gateway	Prod-Application Gateway	Web Application Firewall, 730 Fixed gateway Hours, 200 GB Data transfer	1/Month			
3	Cache for Redis	Prod-Cache	1 instance	100 Hrs.			

4	Storage Accounts	Prod-Storage	Storage Space, General Purpose with Redundancy, 600 GB Capacity, 100,000 Write operations, 100,000 List and Create Container Operations, 100,000 Read operations, 100,000 Archive High Priority Read. 1,000 GB Data Retrieval, 1,000 GB Archive High Priority Retrieval, 1,000 GB Data Write, 1000 GB Geo-replication data transfer	1/Month			
5	Virtual Network	Prod-Virtual Network	100 GB data transfer	100 GB			
6	Virtual Machines	Prod- SQL Database	1 Machine (8 vCPU(s), 32 GB RAM); Windows – SQL Server; 1 managed OS disks, 100 transaction units	1/Month			

#### 4. SQL Licences

Description	Quantity	Unit Rate (in INR) (Excluding Taxes)	Total Applicable Taxes	Unit Rate (in INR) (Including Taxes)
SQLSvrStdCore SNGL LicSAPk OLP 2Lic NL Acdmc CoreLic Qlfd (SKU : 7NQ-00242) (PFAM: SQL Svr Standard Core)	1			

<b>Total Amount (in INR in figures, including Taxes) *</b>	
<b>Total Amount (in INR in words, including Taxes) *</b>	

**\*Total Amount shall be calculated as summation of Unit Rate (Including Taxes) against Column H.**

NOTE:

- The bidder shall quote the rate including all duties as applicable except GST. GST shall be paid extra as per applicable rates.
- If there is any discrepancy in price quoted in figures and words, the price quoted in words shall be considered for evaluation.