

Request for Proposal

Empanelment of MeitY Empanelled CSPs or their Authorized Partner for offering Cloud Services

(OPEN TENDER)

Ref. No: EdCIL/DES/RFP/RC/CSP/2021/01



EdCIL (India) Limited
(A “MINI RATNA” Govt. of India Enterprise)
Corporate office: ‘EdCIL House’, Plot No. 18A, Sector –
16A NOIDA – 201301 (UP), INDIA
Regd. Office: Vijaya Building, 5th Floor, 17-Barakhamba
Road, New Delhi – 110001
CIN No.: U74899DL1981GOI011882
Tel: 0120 - 2512001 – 006, Fax: 0120 – 2515372

The information provided by the bidders in response to this tender document will become the property of EdCIL, and will not be returned. EdCIL reserves the right to amend, rescind or reissue this tender document and all amendments will be advised to the bidders and such amendments will be binding on them. This document is prepared by EdCIL.

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 EdCIL (India) Ltd. 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 EdCIL (India) Ltd. 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 EdCIL (India) Ltd. 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 EdCIL (India) Ltd., 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 EdCIL (India) Ltd. accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The EdCIL (India) Ltd., 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 EdCIL (India) Ltd. 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 EdCIL (India) Ltd. 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 EdCIL (India) Ltd. is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the EdCIL (India) Ltd. 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 EdCIL (India) Ltd., 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 EdCIL (India) Ltd. 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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Part One – Technical Bid

1. NOTICE INVITING TENDER

(E-Tendering mode)

Reference no.:	EdCIL/DES/RFP/RC/CSP/2021/01
Name of work	Empanelment of MeitY Empaneled CSPs or their Authorized Partner for offering Cloud Services
The Currency in which payment shall be made	Indian Rupees (INR)
Date of Issue/Publishing	29.07.2021
Document Download/Sale Start Date	29.07.2021
Document Download/Sale End Date and Time	26.08.2021
Date for Pre-Bid Conference and Time	10.08.2021 at 1130 HRS Link for the pre-bid meeting: https://studyinindia.webex.com/studyinindia/j.php?MTID=m6d603d53e15cf86ae9f6275dc03e8ea7
Bid queries should reach by	09.08.2021 till 0800 HRS Bid queries received later than the date and time as mentioned above shall not be entertained. Pre-bid queries should be emailed to destenders@edcil.co.in and vartulkatiyar@edcil.co.in as per format
Venue of Pre-Bid Conference	EdCIL House,18 A, Sector-16 A, Noida, U.P. 201301
Last Date and Time for receipts of Bids	26.08.2021 at 1500 HRS
Date and Time of Opening of Technical Bids	26.08.2021 at 1600 HRS
Date and Time of Opening of Commercial Bids	To be intimated Later

Earnest Money Deposit	<p>Rs. 1,00,000 /- in form of following:</p> <ol style="list-style-type: none"> 1. Demand Draft from a Nationalized Bank in India OR 2. Bank Guarantee (BG) from a Nationalized Bank in India, the BG should be valid till 180 days from last date of submission of bid, as per Annexure D OR 3. NEFT/RTGS to the bank details for the transfer of funds is as below: <u>Bank Name</u> - BANK-SBI-DELHI 36830596465 <u>A/c No.</u> - 36830596465 <u>Branch & IFS Code</u> - New Delhi & SBIN0000691 <p>Scanned copy of BG/DD/NEFT or RTGS submission receipt (UTR number) to be uploaded with tender documents and original BG/DD shall be submitted as per the instruction to bidders.</p> <p>Bidders registered with NSIC/MSME and having valid registration certificate issued by NSIC/MSME are exempted for submission of EMD. However, NSIC/MSMEs Bidders are advised to submit their financial solvency certificate of issued not earlier than 3 months from the last date of bid submission and also the document as per Annexure E.</p>
No. of Covers	02 (Two Packet)
Bid Validity days	180 days (From last date of opening of tender)
Contact Details	<p>Mr. Vartul Katiyar Contact: +91-9663561215 e-mail: vartulkatiyar@edcil.co.in</p>

1. Tender document shall be downloaded from electronic tender portal link available at <http://www.tenderwizard.com/EDCIL>. Aspiring bidders who have not get registered in online portal should get register/enroll before participating. Interested bidders are advised to go through instructions provided at “Instructions to Bidders for e-tendering.”
2. No manual bids shall be accepted. All bids (both Technical and Financial) should be submitted in the online portal. However, all the credentials mentioned in clause 2.1 should be submitted offline, after submission of online bid
3. Bidders are advised to visit the EdCIL Website/<http://www.tenderwizard.com/EDCIL> for getting them 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

document 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.

(Pawan Kumar Sharma)
Chief General Manager (DES)
EdCIL (India) Limited,
18 A, Sector-16A, Noida-201 301
Tel: 91-120-2512001 to 251200

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. Original copy of the EMD Security in the form of Demand Draft/BG
- 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: -

Envelope – 1 (Following documents to be provided as single PDF file)			
Sl. No.	Documents	Content	File Types
1.	Technical Bid	Annexure A – Declaration Sheet format	.PDF
		Annexure B – Letter of Undertaking	
		Annexure C – Power of Attorney	
		Annexure D - Bank Guarantee towards Bid Security (EMD)	
		Annexure E - Performa for Declaration from bank on Proceedings Under Insolvency and Bankruptcy Code, 2016	
		Annexure F - Undertaking for Non-Blacklisting	
		Annexure G - Technical Bid Submission Letter	
		Annexure H - Eligibility Criteria	
		Annexure I - MeitY empanelled CSP Authorization Form	

		Annexure J - Annual Turn Over Form	
		Annexure K - Technical Evaluation Criteria	
		Annexure L – Work Order Form	
		Annexure M – Data Centre Location Certificate	
		Annexure N – Technical Compliance for CSP Services	
		Annexure O – Technical Compliance for other Cloud related services	
		Annexure P – Contract Form	
		Annexure Q - Performance Bank Guarantee Format	
Envelope-2			
Sl. No.	Documents	Content	
1.	Financial Bid	Financial evaluation bid	.PDF
		Financial Bid Submission Letter	

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.
Empanelled Service Provider	Refers to the bidders who are technically and financially qualified as per the criteria laid down under this document and who have quoted a price for all of the items mentioned in the bid. Contract would be signed with each such Empanelled Service Provider.
Supplier	“Supplier” means the “Empanelled Service Provider”, who is empanelled through the process laid out in this RFP, for Supply of cloud services to the Client under the contract. Multiple “Suppliers” may get selected for each requirement of the Client.
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 double 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 any partnership firm/ company/ responding to Request for Proposal and who submits Bid.
Contract	Means the contract of empanelment entered between the EdCIL and the “Empanelled Service Provider” for supply of cloud services with the entire documentation specified in the RFP.
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
Security Deposit (SD)	Amount of the Order Value deposited by the Bidder and retained till the successful completion of the project (as long as the bidder fulfils the contractual agreement).
Services	“Services” means the services to be delivered by the “Empanelled Service Provider” / Supplier and as required to run the project successfully as per the Contract.
RFP	“RFP” means the Request for Proposals
Work Order	“Work Order” shall mean the Purchase Order/Work order and its attachments and exhibits issued by EdCIL
Consignee	“Consignee” shall mean EdCIL (India) Limited.
Client	EdCIL/EdCIL’s Client
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 Supplier 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 Supplier 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 Supplier.
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	Providing services related to Data Centre or Cloud

Validity Documents	of	Validity of all the documents shall be counted from the last date of submission of bids
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4. BACKGROUND INFORMATION

4.1 About EdCIL (India) Ltd

EdCIL (India) Limited, a Mini Ratna Category – I CPSE (Central Public-Sector Enterprise) Company, registered at Vijaya Building, 5th floor, 17-Barakhamba Road, New Delhi – 110001 (India), was incorporated in 1981, under the Ministry of Education. It is an ISO 9001:2015 & 14001:2015 Certified Company. It is a continuously dividend paying and profit-making company and the only PSU (Public Sector Undertaking) under Ministry of Education to serve the education sector.

- I. The company over the four decades of existence and has executed many projects and consultancies across the entire value chain of education. It has a large number of satisfied clients spanning across Govt. of India, State Governments, Foreign Missions, Autonomous Bodies and Centres of Excellence (IITs, IIMs, IIITs, IISERs etc.).
- II. The company offers the following technology led solutions in the Education & Training space:
 - a. **Digital Education Systems** offer services which are technology led in nature. Currently, EdCIL is offering IT based solutions like enterprise resource planning (ERP) solutions, digital library, smart classrooms, e-learning packages, e-content development, setting up of virtual universities, networking and Wi-Fi facilities implementation.
 - b. **Online Testing and Assessment Services** are offered to various Government Departments / Public Sector Undertakings and Educational Institutions in order to select and appoint executives / teachers for various organizations. This is a large and high growth vertical of the company with opportunities for further increase in market share in view of the large size of market both in India and overseas.
 - c. Skill Development & Human Resource Training including Teachers Training
 - d. Marketing of Indian Education product overseas
 - e. Placement of Indian Teachers overseas
 - f. Educational Procurement and Infrastructure Division offers Turnkey (i.e. from concept to commissioning) as well as individual project implementation services in the education domain like preparation of Detailed Project Report (DPR), Detailed Feasibility Report (DFR), Project Management Consultancy (PMC), Impact Studies and Project Evaluation. It has handled several successful assignments like setting up Institutions like Indian Institute of Technology (IIT), Indian Institute of Management (IIM), National Institute of Technology (NIT), Indian Institute of Information Technology (IIIT), Indian Institute of Science Education & Research (IISER), Indian National Defense University, Indian National Railway University, Central Universities and many other institutes of national importance

- g. Advisory Services Following key services are offered by the Advisory vertical in the Education (School Chains and Higher education) and HR advisory space:
 - i. Preparation of Concept notes & Detailed Project Reports (DPRs) (Greenfield and Brown field), for all domestic institutions across states and central ministries and for expansion of global institutions in select countries in South East Asia and the Middle East
 - ii. Organization Restructuring(sectoral/institutional)
 - iii. Improving Operational Efficiency
 - iv. Digitization Planning
 - v. Training Designing
 - vi. Impact assessment of two to three key schemes across different states
 - vii. Designing of new education schemes
 - viii. Policy recommendations to states
 - ix. Education content Design

- h. The company has expertise and large network of alliance partners and has tied up with quality monitoring bodies to undertake skill building including Information and Communication Technology (ICT) training and Teachers training projects. The successful clients include:
 - i. National: Various Ministries; State Governments; Statutory / Autonomous Bodies / Public Sector Undertakings; Private Sector;
 - ii. Overseas: Alemaya Agricultural University, Ethiopia; Association of Professional Engineers, Scientists and Managers (APESMA), Australia, DEAKIN University, Australia; Arba Minch Water Technology Institute, Ethiopia; Atilim University, Turkey; British Universities India Consortium, United Kingdom; New Zealand Education International Ltd. New Zealand; University of Kocaeli, Turkey; University of Witwatersrand, South Africa; Wellington Polytechnic, New Zealand, etc.

III. EdCIL has executed several projects in above mentioned areas funded by World Bank, African Development Bank and other International Organizations.

IV. EdCIL currently runs Project Management Support Units (PMSUs) known as Technical Support Groups (TSGs) for Pan India projects of Ministry of Education like “Sarv Siksha Abhiyan (SSA)”, “Mid-Day Meal Scheme (MDM)”, “ National Mission on Education through Information & Communication Technology (NMEICT)”, “Rashtriya Madhyamik Shiksha Abhiyan (RMSA)”, “ National Literacy Mission Authority (NLMA)”, “ Higher Education Statistics and Public Information System (HESPIS)”, “Pandit Madan Mohan Malviya National Mission on Teachers & Teaching (PMMMNTT)”etc.

4.2 Invitation For Bid

- I. Through this document, EdCIL invites tenders for reputed, experienced and financially sound Cloud Service Providers (CSP) having a valid MeitY, GoI empanelment or authorized partners of such CSPs for empanelment as a cloud Service Providers to the Clients of EdCIL for a range of hosting, storage as well as disaster recovery services etc. There will be no minimum commitment of business in respect of the cloud services to be taken by the EdCIL from the Empanelled Service Provider / Suppliers either at present or in future. Bidder may make their own assessment before submission of bids. No communication w.r.t business/profit shall be entertained by EdCIL during the currency of contract.
- II. EdCIL and EdCIL's end Client like User Department and Departments / Autonomous Agencies / Local Bodies under Central Government, State Governments, Educational Institutions and any other organization/institutes are free to take any of the services as listed in commercial bid.
- III. The prices discovered through this RFP may be used by EdCIL for placing work order for EdCIL itself or EdCIL's end Client.
- IV. EdCIL may, at its own discretion, extend the date for submission of bids. In such case, all rights and obligations of the EdCIL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

5. INSTRUCTIONS FOR E-TENDERING

5.1 Instructions for Online Bid Submission:

- I. 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.
- II. 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>.
- III. 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.
- IV. 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.
- V. All Corrigendum/Amendment/Corrections, if any, will be published on the website <http://www.tenderwizard.com/EDCIL>.
- VI. 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.
- VII. 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 1year.
- VIII. 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.
- IX. Tenders should be submitted only through Tender Wizard E-Tendering Portal and obtain the Tender Acknowledgement copy as a proof of successful submission.

- X. 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 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, ambasa@etenderwizard.com, twhelpdesk963@gmail.com.

5.2 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>].

5.3 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 'Supplier 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.

5.4 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.

5.5 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.

5.6 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 OR BG as per Annexure D OR Scanned copy of BG/DD/NEFT or RTGS submission receipt (UTR number) and enter details of the instruments. Original copies of demand draft/BG 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.

5.7 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.

EdCIL / Tender Wizard E-Tendering Portal Helpdesk	
Telephone/ Mobile	Customer Support:080-49352000 (Multiple Telephone lines) EmergencyMobileNumbers:9686115318/ 9650520101/8800445981. (Please contact in case of emergency during non-working hours.)
E-mail ID	To Tender Wizard harishkumar.kb@etenderwizard.com ambasa@etenderwizard.com twhelpdesk759@gmail.com twhelpdesk963@gmail.com & cc to: vartulkatiyar@edcil.co.in

5.8 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. Supplier 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’.

5.9 Critical do’s and don’ts for bidders

Specifically, for Supplier 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 Supplier/ 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 Supplier/ 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'.

5.10 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.

6. INSTRUCTIONS TO BIDDERS

6.1 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.
- III. No Consortium will be allowed.
- IV. 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.
- V. 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.
- VI. 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.
- VII. Ownership of client will be on EdCIL and H1 bidder will help EdCIL to provide cloud services to end client.

6.2 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.

6.3 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.

6.4 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.

6.5 Pre-Bid Conference

- I. Pre-Bid Conference: Date – 10.08.2021 at 1130 HRS
- II. The bidder is requested to submit any queries in writing by e-mail so as to reach EdCIL by 09.08.2021 till 0800 HRS. Link for the pre-bid meeting:
<https://studyinindia.webex.com/studyinindia/j.php?MTID=m6d603d53e15cf86ae9f6275dc03e8ea7>
- III. Queries relevant to the bid documents shall be addressed to the CGM (DES), EdCIL at destenders@edcil.co.in and vartulkatiyar@edcil.co.in. (The bidder must mention the NIT no. in the subject of the email.)
- IV. The queries should necessarily be submitted in the following format:

RFP Description				
RFP No.				
Organization				
Address				
Contact Person				
Contact No.				
Mail Id				
S.No.	Chapter No	Page No	Clause as per RFP	Clarification Sought

- V. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.
- VI. 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.
- VII. 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.
- VIII. The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the website 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.
- IX. Any such corrigendum shall be deemed to be incorporated into this RFP.
- X. 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.

6.6 Validity of Bids

- I. Bids shall remain valid till 180 (one hundred and eighty) days from the last date of submission 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.

6.7 Earnest money Deposit (EMD)

The bidder should enclose EMD of Rs. 1,00,000/- (One Lakh only) in the form of following:

1. Demand Draft from a Nationalized Bank in India Demand Draft drawn in favor of EdCIL (India) Limited and payable at NOIDA OR
2. Bank Guarantee (BG) from a Nationalized Bank in India, the BG should be valid till 180 days from the last date of submission of bid, as per Annexure D OR
3. NEFT/RTGS to the bank details for the transfer of funds is as below:

Bank Name - BANK-SBI-DELHI 36830596465

A/c No. - 36830596465

Branch & IFS Code - New Delhi & SBIN0000691

Scanned copy of BG/DD/NEFT or RTGS submission receipt (UTR number) to be uploaded with tender documents and original BG/DD shall be submitted as per the instruction to bidders.

Bidders registered with MSME and having valid registration certificate issued by NSIC/MSME are exempted for submission of EMD. However, NSIC/MSMEs Bidders are advised to submit their financial solvency certificate of issued not earlier than 3 months from the last date of bid submission and also the document as per Annexure E. The Bid sent without EMD or NSIC/MSME certificate and Insolvency certificate will be considered as UNRESPONSIVE or will not be considered.

The EMD will be returned without any interest to the unsuccessful bidders immediately after the signing of the agreement with the “Empanelled Service Provider”.

- I. 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.
- II. The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
- III. 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.

6.8 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.

6.9 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.

6.10 Deviations

Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders must ensure that pre-bid meeting is attended by their concerned senior people so that all clarifications and assumptions are resolved before bid submission.

6.11 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.

6.12 Bid Opening

- I. EdCIL will constitute a committee to evaluate the Bids submitted by Bidders. A three-stage process, as explained hereinafter, will be adopted for evaluation of Bids. No correspondence will be entertained outside the process of evaluation with the Committee.
- II. The Bids submitted will be opened at time & date as specified in the document control sheet by Committee or any other officer authorized by Committee, in the presence of bidders or their representatives who may wish to be present at the time of bid opening.
- III. Only two persons for each participating bidder's shall be allowed to attend the Bid opening meetings.

- IV. The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidders to establish their identity for attending the bid opening.
- V. Committee will examine the Proposals to determine whether they are complete, whether the documents have been properly signed and the proposals are generally in order. Any proposals found to be non-responsive for any reason or not meeting any criteria specified in this RFP, will be rejected by the EDCIL and shall not be included for further consideration. Initial proposal scrutiny will be held and the proposals may be treated as non-responsive, if they are:
- i. Not submitted in the format as specified in this RFP document;
 - ii. Received without the Power of Attorney;
 - iii. Found with suppression of details;
 - iv. Submitted with incomplete information;
 - v. Submitted without the documents required under this RFP;
 - vi. Non-compliant to any of the clauses mentioned in this RFP;
 - vii. Lesser validity period than that prescribed in this RFP
- VI. Committee may, at its discretion, call for additional information from the bidder(s) through email/fax/telephone/meeting or any other mode of communication. Such information has to be supplied within the set-out time frame as provided by Committee, otherwise Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection. Seeking clarifications cannot be treated as acceptance of the bid. For verification of information submitted by the bidders, the committee may visit bidder's offices at its own cost. The bidders shall provide all the necessary documents, samples and reference information as desired by the committee.

6.13 Evaluation Process:

EDCIL shall evaluate the responses of the bidders to this RFP and scrutinize the supporting documents /documentary evidence. Inability to submit the requisite supporting documents / documentary evidence by the bidders, may lead to rejection. The decision of EDCIL in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with EDCIL. EDCIL may ask for meetings with the Bidders or may issue in writing/email to seek clarifications or conformations on their proposals. During the Proposal Evaluation, EDCIL reserves the right to reject any or all the proposals. Each of the Proposals shall be evaluated as per the criteria and requirements specified in this RFP. The Evaluation Committee (EC) constituted by the EDCIL shall evaluate the responses to the RFP and all supporting documents & documentary evidence as mentioned in this section of the RFP. EDCIL reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification criteria and Commercial Evaluation and the requisite support must be provided by the Bidder.

The bid evaluation will be carried out in a three-stage process as under:

- i. Pre-Qualification/Eligibility Evaluation

- ii. Evaluation of Technical bid
- iii. Evaluation of Financial bid

6.13.1 Pre-Qualification/Eligibility Evaluation

- I. The evaluation of the bidders will be carried out by the Committee as per the pre-qualification / eligibility criteria defined in the tender document. Only the bidders who fulfil the given pre-qualification / eligibility Criteria shall be eligible for next round of evaluation i.e. Technical evaluation. Nonconforming bids will be rejected and will not be eligible for any -responsive. further processing.
- II. The bidder can be a CSP or an authorized partner of the CSP. In case of an authorized partner, the CSP can authorize any number of bidders for the purpose of this RFP.
- III. Each bidder (in case of authorized partner of any CSP) shall be allowed to submit the bid with one CSP only.
- IV. The eligibility criteria in case the bidder is a CSP empanelled with MeitY or an authorized partner of a CSP empanelled with MeitY is as per Annexure H.
- V. Notwithstanding anything stated above, the Consignee 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.
- VI. 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.
- VII. EdCIL reserves the right to physically verify the office or any document provided by the bidder in the way EdCIL desires.

6.13.2 Evaluation of Technical bid

- I. The evaluation of the bidders will be carried out by the Committee as per the Technical Evaluation criteria defined in the RFP document. Only the bidders who qualify in the technical evaluation round shall be eligible for next round of evaluation i.e. Commercial/Financial Bid Opening. Bids of the bidders, who do not qualify in the technical evaluations stage, will be rejected and will not be eligible for any further processing.
- II. The technical evaluation of the bidders shall be done as per Annexure K.
- III. Only those bidders who secure a Technical Score of 80% (i.e. minimum 160 out of 200) or more shall be considered for evaluation of their Commercial bid.

6.13.3 Phase II - Evaluation of Commercial bids:

- I. Commercial bids would be opened only for those Bidders, who secure the qualifying marks in the Technical Evaluation as explained above, on the prescribed date in the presence of bidder's representatives.
- II. It is mandatory for bidder to quote discount percentage on the CSP List pricing for the CSP services and prices for the services mentioned in commercial bid Part B.
- III. The financial evaluation of the bidders will be only on value of "discount percentage" on the CSP list pricing as per commercial bid Part A.
- IV. It is mandatory the list price of CSP Services mentioned in the Technical compliance (Annexure N) should be available on the CSP website. The process to get the price from the CSP website (price calculator) should be explained during the presentation by the bidder.
- V. EdCIL will empanel the CSPs (in case the bidder is CSP) or only one authorized partner of each CSP. The bidders with highest discount percentage (H1) as per commercial bid Part A on the CSP List price of the CSP services mentioned in the Technical compliance (Annexure N) shall be eligible for empanelment. In case the discount percentage comes out to be same for two or more bidder, then the bidder having higher technical score will get empanelled.
- VI. The prices mentioned by all the H1 Authorized Partner of all CSPs or the CSPs (in case the service provider is CSP) will be discussed with all the H1 bidders to optimize the quoted rates of each of the line items on lower side to inline the prices as per the market for all the services mentioned in Part B of Commercial Sheet.
- VII. After completion of one and half year, the empanelled service provider through this RFP along with the bidders who are technically qualified (technical score more than 80%) in this RFP shall be asked to resubmit the discount percentage on list price and the prices of other services for all the items in sealed bids as per the financial bid format to be provided by EdCIL at that point.
- VIII. In case of an abnormally High percentage and low other service prices, i.e. one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. EDCIL may in such cases seek written clarifications from the bidder or CSP including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document. If, after evaluating the price analyses, EDCIL determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, EDCIL may reject the

Bid/Proposal. This applies for commercial bid submitted at the time of bid response as well as the period price revisions to be submitted as per the RFP.

- IX. The empanelment of the service providers only for the categories mentioned in Technical Compliance (Annexure N and Annexure O)
- X. Failure to abide the RFP conditions may result into forfeiture of EMD & PBG.
- XI. Any conditional commercial bid will lead to disqualification of the entire bid and forfeiture of the EMD.
- XII. Bidder quoting negative discount percentage or rates will be treated as non-responsive and will result in forfeiture of the EMD.
- XIII. Financial bid will be inspected to ensure conformance to the format provided in the tender document.
- XIV. If there is any discrepancy between words and figures in any part of the financial bid, the amount indicated in words will prevail.
- XV. The bidder shall quote the discount percentage and prices as per the price format given in the Part A and Part B - Commercial Bid of this RFP.

6.14 Notification of Award of Contract

- I. Acceptance from all the H1 Authorized Partner of all CSPs or the CSPs (in case the service provider is CSP) to optimize the quoted rates of each of the line items on lower side to inline the prices as per the market for all the services mentioned in Part B of Commercial Sheet.
- II. EdCIL will notify the each “Empanelled Service Provider” in writing about acceptance of their bid. The notification of award will constitute the formation of the empanelment contract.
- III. After completion of one and half year, the empanelled service provider through this RFP along with the bidders who are technically qualified (technical score more than 80%) in this RFP shall be asked to resubmit the discount percentage on list price and the prices of other services for all the items in sealed bids as per the financial bid format to be provided by EdCIL at that point.

6.15 Performance Security

- I. Performance Security should be form of Performance bank guarantee (PBG) from a Nationalized Bank in India as per Annexure P.

II. Performance Security:

- i. Whenever a work order is placed by the EdCIL, the concerned supplier would be required to submit a PBG as per Annexure G an amount of 3% of the actual value of each work order (subject to guidelines of Ministry of Finance, GOI) issued within 15 working days of placing of order failing which appropriate action may be taken by EdCIL.
 - ii. This PBG shall remain valid for a period of 90 days beyond the completion of contract period as per work order.
 - iii. In case the concerned “Supplier” fails to submit this PBG within the time stipulated, EdCIL at its discretion may cancel the work order for the “Supplier” without giving any notice and terminate the contract.
- III. The “Empanelled Service Provider” will not be entitled for any interest on the PBGs submitted.
- IV. The EdCIL shall forfeit their respective PBG (Performance Security) in full or part in the following cases:
- i. When the terms and conditions of contract are breached/ infringed.
 - ii. When contract is being terminated due to non-performance of the Supplier.
 - iii. EdCIL incurs any loss due to “Supplier’s” negligence in carrying out the project implementation as per the agreed terms & conditions.
 - iv. If the Supplier fails to submit Performance Security.

6.16 Contract Finalization and Award

The Purchaser shall reserve the right to discuss with the Bidder(s) whose Proposal has been ranked best value bid based on Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by Central Vigilance Commission (CVC).

6.17 Signing of Contract

- I. The “Empanelled Service Provider” will sign the contract with EdCIL within 15 working days of the release of notification.
- II. The contract will be signed as per Annexure P format.
- III. After signing of the contract, no variation in or modification of the terms of the contract shall be made except by mutual written amendment signed by both the parties.

6.18 Work Order

- I. The work order will be issued to the empanelled service provider after deducting discount percentage from the CSP list prices (In INR) on that day (on the day of issuing work order) with the addition of prices for the other services as mentioned in commercial bid.
- II. Whenever the Client needs the Cloud service, the work order can be issued in two ways:
 - a) If any client wants any specific services from a particular CSP, then the work order will be issued to H1 bidder of that CSP directly or directly to CSP (In case the bidder is CSP).
 - b) If client provides only the requirement containing a list of line items (as identified in Technical Compliance and commercial Bid). For each requirement, the discount percentage and prices quoted for the complete set of line items contained in the requirement by H1 service providers will be taken to decide L1 bidder. If for any item in the requirement, the “Empanelled Service Provider” has not quoted rates, such bidder will not be considered for L1 purpose.
- III. For Lift-and-Shift workloads, client transforms their requirements to cloud based requirements (e.g., right-size instance, right-size storage, right storage class, standard instance size, application services, native security services,..) based on the utilization, storage use cases and defines its comprehensive cloud requirements (e.g., compute, storage, networking, security, monitoring services).
- IV. Client will provide the indicative & maximum consumption of cloud services (as per the list of line items identified in the commercial bid) during the contract duration to prepare the bill of material and evaluation will be carried out on the Total Cost of Ownership (or whole-life-cost of the contract). Client may retain the agility to scale-up or scale-down by also including lower and higher configuration instances in the bill of material prepared for evaluation.
- V. Indicative Guidelines: For lift-and-shift workload migrations, client should consider the current utilizations and start small and scale up/down as per the requirements.
 - a) Right Size instances and start with smaller instances based on the current utilizations
 - b) Start with fewer instances and avail Auto-scaling Feature; don't start with peak load
 - c) Identify the pre-production environments and use scheduling to shut-down when environment is not required to be running – use on-demand pricing
 - d) Right size storage and start with smaller storage capacity based on the utilizations
 - e) Use the appropriate storage service based on the storage use case– SSD, HDD, File, Object Storage, and Archival
 - f) Leverage fully-managed services (e.g., DNS Service, Load Balancer) where there's no requirement for additional Virtual Machines

- VI. An example of how L1 would be decided: Suppose, the Client needs a “Windows VM – 1 vCPU, 2 GB RAM” with 100 GB of “Premium Block Storage”. For this requirement or item(s), the total cost of each of the “Empanelled Service Provider” will be calculated based on the prices identified in the commercial bid. The “Empanelled Service Provider” offering lowest prices for the Client’s requirement would be termed as L1 (Least Cost) bidder for that particular requirement. Similarly, L1 would be identified for each subsequent requirement of the Client. In case the cost for a particular requirement comes out to be same for two or more “Empanelled Service Provider”, then the firm having higher Technical Score will be declared as the L1 bidder / Supplier for that particular requirement.
- VII. For a particular requirement, work order will be placed to only the L1 bidder, who, after submission of Performance Securities, would be known as the Supplier for that particular requirement. In case L1 bidder denies or is unable to fulfil the requirement, EdCIL reserves the right to obtain the services from the next lowest bidder.
- VIII. Failure to provide services as per requirement by bidder may result into forfeiture of EMD, PBG & termination of the contract.
- IX. The EdCIL reserves the right to place a work order of any time duration.
- X. For large scale project or for extra educational discount, CSP can offer the Extra discount (over the discount price quoted by H1 bidder) through it’s authorize partner to EdCIL on work orders.
- XI. EdCIL will intimate the Supplier in writing regarding any extension in the work order. Extension in the contract would not lead to extension of any of the in-force work orders.
- XII. The contract between Client and EdCIL will adopt the following cloud aligned principles
- a) Retain operational agility to scale up / scale down resources; add / remove services; within the maximum value of the contract.
 - b) The maximum contract value is not any commitment by the client. Client will only pay for the resources that are consumed or committed (e.g., reserve instances) in that payment period and the payments may vary from one payment period to the other based on the consumption.
 - c) A prior intimation through mail or letter by Client shall be provided to EdCIL whenever scale-down or scale-up (including auto scaling) of resources and add or remove of services takes place.
- XIII. Contract termination shall automatically lead to termination or expiry of all work orders which were issued based on the contract.

XIV. The supplier must complete the obligation of the work order as per the signed contract until the time duration which will be mention in the work order.

6.19 Fraud and Corrupt /Malpractices

All the Bidders must observe the highest standards of ethics during the process of selection of “Empanelled Service Providers”/Supplier(s) 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.

7. SCOPE OF WORK

7.1 General

- I. The Supplier shall be responsible for providing the required cloud services and optionally other services (mentioned in Clause 7.3,7.4,7.5,7.6,7.7) as per the work order placed by the EdCIL and as per the prices discovered through this RFP or as revised downward from time to time.
- II. The Supplier should provide at least one dedicated technical resource to EdCIL for preparing the technical solution and proposals based on the client requirement.
- III. EdCIL and EdCIL's end client requires server, storage, database, network bandwidth, and relevant operating system and other services on fully secured cloud environment designed in such a way that guarantee zero data loss. The servers where applications will be hosted could be anywhere in India but not outside India. This means the data hosted by EdCIL or EdCIL's Client should never cross the Indian shores.
- IV. Supplier shall provide inter-operability support with regards to available APIs, data portability etc. for the end Client to utilize in case of change of cloud service provider, migration back to in-house infrastructure, burst to a different cloud service provider for a short duration or availing backup or DR services from a different service provider.
- V. The proposed application cloud environment should provide flexibility to scale the environment horizontally by adding more Virtual Machines of the same configuration to a load balanced pool. It should be possible to scale the solution horizontally at any time, without prior notification to the Supplier or its CSP. It should be possible to automate this process of scaling up and down automatically.
- VI. It should be possible at any time to move the Cloud Virtual Machines to Client Data Centre if required. The mechanism and technical requirements for achieving this should be well documented.
- VII. The CSP / Supplier should provide all variants of cloud service as mentioned in the Technical Compliance sheet in Annexure N and Annexure O– Infrastructure as a Service (IaaS), Platform as a Service (PaaS) and Software as a Service (SaaS).
- VIII. The Supplier must initiate the services within 24 hours of placing of work order.
- IX. The Supplier would be required to create and maintain a Helpdesk / telephonic number and email-based ticketing system that will resolve problems and answer queries related to the work order. The supplier shall provide the single point of contact for each client for any support request of the client on 24 x 7 x 365 basis.

- X. All terms and conditions of the CSP's empanelment with MeitY are automatically applicable to this RFP and contract thereof.
- XI. DR site should not be in the same premises as DC site. Both DR and DC sites should lie within India.
- XII. The SLAs and Penalties would be applicable as per clause 7.8: SLA and Penalties.
- XIII. The bidder and the CSP (if the bidder is authorized partner of CSP) must provide the technical compliance as per Annexure N and Annexure O. The Self certified document needs to be submitted during the bidding.
- XIV. For all the cloud services being quoted, the bidder has to ensure that all software being offered are genuine and comply to the licensing policy of the software OEM.

7.2 Scale-up and scale-down of resources

- I. Due care would be taken by the Client in deciding the resources and services needed for every requirement. However, the need for increasing or decreasing the resources and services cannot be ruled out. Accordingly, the Client(s) may scale-down the resources or scale-up the resources as per their requirement, subject to below mentioned clauses.
- II. All resources can be scaled up or down without any restrictions except the committed resources. The charges for replaced resource would be paid till they have been used. Similarly, the charges for additional resources would also be payable from the time they are put into service as per the rates provided by the Supplier or as revised from time to time.
- III. For example, if the Client has taken a "Windows VM – 2 vCPU, 4 GB RAM" and 100GB of "Premium Block Storage (SSD)", then if the Client desires to:
 - i. Scale down to "Windows VM – 1 vCPU, 2 GB RAM" and 50GB of "Premium Block Storage (SSD)" after 3 months of using the initially ordered resources, then charges for "Windows VM – 1 vCPU, 2 GB RAM" and 50GB of "Premium Block Storage (SSD)" shall be applicable immediately from the time when they are put into active mode and the billing for replaced resources shall be stopped immediately from the time they are replaced.
 - ii. Scale up to "Windows VM – 4 vCPU, 8 GB RAM" and 200GB of "Premium Block Storage (SSD)" after 3 months of using the initially ordered resources, then charges for "Windows VM – 4 vCPU, 8 GB RAM" and 200GB of "Premium Block Storage (SSD)" shall be applicable immediately from the time when they are put into active mode and the billing for replaced resources shall be stopped immediately from the time they are replaced.

- IV. The invoices by the Supplier should clearly indicate such scaling of resources.
- V. A prior intimation through mail or letter by Client shall be provided to the supplier whenever scale-down or scale-up (including auto scaling) of resources takes place.
- VI. If there is any deviation in the services that are in the work order then the client and the supplier should inform EdCIL before using any extra services that are not present in work order.
- VII. The prices with the scaled-up or scaled-down resources would be reflected in all future invoices.
- VIII. In case the Client does not have skilled resources or expertise to migrate to cloud or manage the provisioned environment, the Client can procure services mentioned in clause 7.3,7.4,7.5,7.6,7.7 of this RFP.
- IX. However, even if the Client procures other Services mentioned in clause 7.3,7.4,7.5,7.6,7.7 of this RFP from the Supplier, in view of the shared responsibility, it is essential that the Client:
 - i. Monitors the operational activities to have the complete view into the provisioned cloud services and their configurations.
 - ii. Review and validate the security configurations, review the notifications and patches released by the CSP.
 - iii. Have the visibility into the provisioned infrastructure (including the utilizations) so that there is no over-provisioning leading to excess payments to the Supplier.
- X. The Supplier in consultation with the Client and EdCIL will strive to optimize the provisioned resources by understanding the usage patterns and recommending termination of the under-utilized instances through continuous optimization. The Supplier / CSP is required to give timely suggestions for achieving such optimizations.
- XI. The Client may also discuss the possibilities of application re-engineering using advanced cloud features (e.g., auto-scaling, content delivery network) and additional PaaS services where possible to get further cost optimizations (e.g., Move large blob object and media files to Object storage and store a pointer in your existing database; migrate archival data to cold storage, etc)

7.3 Disaster Recovery Services

The supplier shall provide business continuity and disaster recovery services to meet the RPO and RTO as per the service levels. In case the primary environment goes down, the Supplier shall scale up the DR environment for the services to be delivered without any effect on the performance. DR should be provided by the CSP. The following should be followed:

Recovery Time Objective (RTO)	Measured during the regular planned or unplanned (outage) Change over from DC to DR or vice versa.	RTO <= 4 hours
Recovery Point Objective (RPO)	Measured during the regular planned or unplanned (outage) changeover from DC to DR or vice versa.	RPO <= 2 hours

7.4 Migration Services

- I. Migration Services are not a part of Cloud Managed Services (Refer Clause 7.5) and will have to be taken separately even if Cloud Managed Services have been opted. If the Client does not have expertise to migrate their existing applications to Cloud, the Client can procure the cloud migration services from the Supplier which shall include the following:
 - II. Application and Infrastructure Discovery & Portfolio Analysis:
 - i. Formulate a baseline of the Client’s technical environment including inventory of both applications and infrastructure. This should also include development/testing environments in addition to the production environment.
 - ii. Document the technical details of the applications including technical architecture, integration with external solutions, underlying technologies / platforms, and underlying software. For each of the applications, capture the logical and physical deployment architecture providing the details of various architectural components (e.g., load balancer, firewall).
 - iii. Identify the applications and their dependencies on other components and services. Create a dependency tree that highlights all the different parts of the applications and identify their upward and downstream dependencies to other applications.
 - III. Define TO BE and Security Architecture for Cloud
 - i. Estimate the resources required on cloud based on the application, current / anticipated server, storage configurations and workloads.
 - ii. Define the indicative or the minimum requirements need to be provided for each kind of environment (Development, QA, Training, Staging, and Production - as applicable for the project) that is planned on cloud.
 - iii. Supplier should propose and, in consultation with the department, finalize the security architecture for the workloads being migrated to cloud.
 - iv. Define the logical architecture indicating the different compute, storage, network, security and monitoring services that will be provisioned for deploying the application on cloud.

7.5 Cloud Managed Services

- I. In case the Client, does not have capacity to manage the provisioned cloud services, the Client can procure the cloud managed services (e.g., provisioning, security configuration, monitoring) from the Supplier.
- II. These services exclude Migration Services which need to be procured separately by the Client.
- III. The Exit Management services as defined in the RFP (as per 8.12 Clause) shall be the responsibility of the supplier.
- IV. 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. Based on the growth in the user load (peak and non-peak periods; year-on-year increase), will scale up or scale down the compute and storage as per the 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 end client and EdCIL.
 - ii. Patch & Configuration Management (Remote OS Administration): Manage the instances of compute, storage, and network environments. This includes department-owned & installed operating systems and other system software deployed by the Supplier.
 - iii. User Administration: Implement Identity and Access Management (IAM) that properly separates users by their identified roles and responsibilities, thereby establishing least privilege and ensuring that users have only the permissions necessary to perform their assigned tasks. Implement multi-factor authentication (MFA).
 - iv. 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.
 - v. Monitoring Performance and Service Levels: 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.
 - vi. Backup (if procured by the Client): 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 Client. Restore from the backup where required.
 - vii. Training: Provide training to the officials of the Client on request. The training may be provided online or offline as per the requirements of the Client. The infrastructure for the offline training will be provided by the Client.

- viii. Support for third party audits: Enable the logs and monitoring as required to support for third party audits.
- ix. Miscellaneous: Advise on 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.
- x. Provide the regular reporting to the Client: Security assessment report with respect to security configuration gaps and possible improvements to the security and compliance of cloud services on a quarterly basis. In case any gaps / scope for improvement are identified, the same needs to be discussed with the Client and resolved in mutual consultation with the Client, either as fixed and hence no longer a gap or acceptable risk and hence no further action required.

7.6 Cloud Advisory Service

- I. If the Client does not have expertise in Cloud Services, the Client can procure the cloud advisory services from the Supplier which shall include the following:
 - i. Cloud Infrastructure Advisory Service: Supplier will examine the different models which can be used within organization for delivery – public, private and hybrid cloud. the current cost of existing environment (status quo) is examined and a total cost of ownership (TCO) calculation for a cloud-first environment is provided. Supplier will provide an in-depth examination of current infrastructure and how current infrastructure needs to change and develop if it's moved to the cloud. This will allow client that what their environment will look like when running in the cloud. This service provides a full ROI picture of the impact of a cloud migration for a organization.
 - ii. Migration assessment services: Supplier will design a successful migration roadmap based on application dependencies, suitability, and readiness – while ensuring cost-performance optimization is considered the moment you are ready to migrate your servers and applications to the cloud.
 - iii. Cloud Optimization services: Most public cloud client pay more than what they utilize. The cost can be reduced by optimizing the infrastructure utilization. Each component of Cloud server, storage, tools and other services has to be reviewed. Integrating Cloud Optimization services will allow the TCO to be brought down overall. The cost can be reduced without compromising on availability and performance. Supplier will provide cost optimization methods of the solution by studying the current utilization.
 - iv. Cloud Security Audit Services: Supplier will Identifying the potential security vulnerabilities. how to prevent future attacks using audit tools. Suggest and develop strategies for protection from attacks and take measures against potential failures, by using trending security and monitoring tools with proficient automation.

7.7 Cloud Capacity Building Services

- I. Supplier will provide online and offline training on cloud services mentioned in technical compliance of Annexure.
- II. The Supplier will take attendance and feedback after the training for the invoicing purpose.

7.8 SLA and Penalties

The key service level objectives that relate to the cloud service and the related aspects of the interface between the department and the cloud service provider are indicated below:

- I. The SLA parameters shall be monitored on a monthly/quarterly basis as per the individual SLA parameter requirements. 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 Client, 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 Client and EdCIL on a monthly/quarterly basis or based on the project requirements.
- III. 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 Supplier will be linked to the compliance with the SLA metrics laid down in the agreement.
- IV. 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.
- V. GST as applicable shall be charged on the Penalties on SLA's.
- VI. Penalties shall not exceed 100% of the monthly/ quarterly bill. If the penalties exceed more than 50% of the total monthly/quarterly bill, it will result in a material breach. In case of a material breach, the Supplier will be given a cure period of one month to rectify the breach failing which a notice to terminate may be issued by the Client.

S.No.	Service Level objective	Measurement Methodology	Target/Service level	Penalty
Availability/Uptime				
1.	Availability/Uptime of cloud services	Availability (as per the definition in the SLA)	Availability for each of the provisioned resources: >=99.5%	Default on any one or more of the provisioned resources will attract penalty as indicated below.

				<ul style="list-style-type: none"> • < 99.5% & >= 99.25% (10% of the Monthly/ quarterly Payment) • < 99.25% and >= 99.00% (20% of the Monthly/ quarterly Payment) • <99.00% (30% of the Monthly/ quarterly Payment) • In case the services are not available for a continuous period of 8 Business Hours on any day, penalty shall be 100% of the Monthly/Quarterly Payment of the Project.
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Support Channels – Incident and Helpdesk (as per Clause 7.1.XI)

2.	Response time	Average Time taken to acknowledge and respond, once a ticket/incident is logged through one of the agreed channels. This is calculated for all tickets/incidents reported within the reporting month.	95% within 15 minutes	< 95% (1% of the Monthly/ quarterly Payment for each percentage drop below 95%)
3.	Time to Resolve Severity 1	Time taken to resolve the reported ticket/incident from the time of logging.	For Severity 1, 99% of the incidents should be resolved within 30 minutes of problem reporting	<ul style="list-style-type: none"> • < 99% & >= 97% (5% of the Monthly/ quarterly Payment) • < 97% & >= 95% (10% of the Monthly/ quarterly Payment) • < 95% (15% plus 1% of the Monthly/ quarterly Payment for each percentage drop below 95%)
4.	Time to Resolve Severity 2,3	Time taken to resolve the reported ticket/incident from the time of logging.	95% of Severity 2 within 4 hours of problem reporting AND 95% of severity 3 within 16 hours of problem reporting	<ul style="list-style-type: none"> • < 95% & >= 90% (2% of the Monthly/ quarterly Payment) • < 90% & >= 85% (4% of the Monthly/ quarterly Payment) • < 85% (6% plus 1% of the Monthly/ quarterly Payment for each percentage drop below 85%)

VII. Maximum cumulative penalty cannot exceed 10% of the work order value after which the EdCIL may cancel the work order and forfeit the Performance Security submitted by the Supplier. This cumulative penalty cap is hit twice against various work orders, then EdCIL will forfeit all the Performance Security submitted by the Supplier and may also lead to termination of the contract.

VIII. The above-mentioned SLAs are subject to the client requirement. If client request for more stringent SLA’s, then it is responsibility of the bidder to provide the SLAs at no extra cost to EdCIL.

IX. Severity Levels

- i. Below severity definition provide indicative scenarios for defining incidents severity. However, EdCIL will define / change severity at the time of the incident or any time before the closure of the ticket based on the business and compliance impacts.

Severity Level	Description	Examples
Severity 1	Environment is down or major malfunction resulting in an inoperative condition or disrupts critical business functions and requires immediate attention. A significant number of end users (includes public users) are unable to reasonably perform their normal activities as essential functions and critical programs are either not working or are not available	<ul style="list-style-type: none"> • Non-availability of VM. • No access to Storage, software or application
Severity 2	Loss of performance resulting in users (includes public users) being unable to perform their normal activities as essential functions and critical programs are partially available or severely restricted. Inconvenient workaround or no workaround exists. The environment is usable but severely limited.	Intermittent network connectivity
Severity 3	Moderate loss of performance resulting in multiple users (includes public users) impacted in their normal functions.	

8. GENERAL CONTRACT TERMS

8.1 Standards of Performance

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

8.2 Contract Period

The contract signed with “Empanelled Service Provider” shall be for a period of one and a half year from the date of its execution, and can be renewed as per clause 8.3 for a further period of one and a half years on same terms and conditions.

8.3 Revision of Prices:

Since the Cloud Services are new to the government offices in India and the EdCIL has observed a downward trend in the prices of cloud services in the past, hence the EdCIL would like to take the benefits of expected downward revision in prices. After one and half year, the empanelled service provider through this RFP along with the bidders who are technically qualified (technical score more than 80%) in this RFP shall be asked to resubmit the discount percentage on list price and the prices of other services in sealed bids as per the financial bid format to be provided by EdCIL at that point. The commercial evaluation process at that time will be same as per on the terms and condition of this RFP subject to following condition:

- I. The Discount percentage should be higher or same and prices for other services should either be the same or can be lower. No other revision in prices shall be accepted.
- II. The “Empanelled Cloud Providers” cannot withdraw from any of the services for which they have previously quoted. If the bidder fails to quote for any of the previously quoted items, the rate quoted in the last bidding process shall be applicable.
- III. No conditional bid shall be accepted and the price format (to be provided by EdCIL) should be strictly adhered to.
- IV. The revised price format shall be made available by EdCIL 15 days before the completion of one and half year of the contract.
- V. The sealed bids would be opened in the presence of the representatives of the bidders who may wish to be present.

8.4 Prices

The discount percentage and price quoted in the commercial bid shall be inclusive of all statutory duties & taxes except GST. Only GST charged in the invoice will be paid other than that no other taxes/duties/levies will be paid.

8.5 Additional Services

In case EdCIL determines that there are additional services that are being sought by the Clients, EdCIL may request all the “Empanelled Service Providers” to submit the prices for such

additional services at any time during the validity of the contract on same terms and conditions. The rates shall be submitted as per price format provided by EdCIL. No conditional bid would be accepted and the price format should be strictly adhered to. The sealed bids would be opened in the presence of the representatives of the Empanelled bidders who may wish to be present.

8.6 Payment Terms

- I. Payment to the Supplier shall be made in Indian Rupees through account payee cheque / NEFT / RTGS, Payments will be done only on the back-to-back basis on receipt of the related payment/funds from the end client, subject to acceptance of the deliverables from the end client as per the submission of the required document.
- II. The invoices shall be raised only using GST No. of EdCIL.
- III. The invoices must be based on work orders (or any amendments thereof) issued by the EdCIL.
- IV. The invoices must be based on resources actually consumed and committed.
- V. The invoices should be separately generated for each work order for the particular payment period.
- VI. EdCIL and EdCIL end client may request for below documents (if required):
 - i. Detailed usage report (Utilization Report) providing details of the consumption of the individual services during the payment period
 - ii. SLA measurement report
- VII. The client should provide the SLA breaches (if any) to deduct the payment against the work order.
- VIII. Payments shall be subject to deductions / damages / penalties of any amount for which the Supplier is liable under the contract. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) at the rate applicable from time to time as per the Income-Tax Act, 1961 and any other applicable deductions/ taxes.

8.7 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.

8.8 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.

8.9 Taxes:

Only GST charged in the invoice will be paid other than that no other taxes/duties/levies will be paid.

8.10 Data Ownership and Confidentiality

- I. The concerned Client shall retain ownership of any user created / loaded data and applications hosted on CSP's infrastructure and maintains the right to request (or should be able to retrieve) full copies of these at any time.
- II. The concerned Client shall retain ownership of all virtual machines, templates, clones, and scripts/applications created for the department's application.
- III. The Supplier shall keep the data of the Clients strictly confidential, otherwise there may be financial and legal implications as per Information Technology Act, 2000 and the prevalent law of Centre / State.

8.11 Termination of Contract or Work Orders

- I. The contract or work orders can be terminated by the parties as detailed below. In such case, the provisions under Exit Management (Clause 8.12) shall apply.
- II. Termination of contract shall automatically lead to termination of all work orders issued on the basis of contract.
- III. Termination of Work Order for default: EdCIL can terminate the work order in the event of default of terms and conditions of this RFP or the contract / work order by the Supplier by giving 1 month written notice.
- IV. Termination of Work Order for convenience: EdCIL reserves the right to terminate, by prior written 1-month notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of work under the work order is terminated, and the date upon which such termination becomes effective.
- V. Termination of Contract for default: EdCIL or the "Empanelled Service Providers" / Supplier(s) can terminate the contract in the event of default of terms and conditions of this RFP or the contract by the other party by giving 1 month written notice.
- VI. Termination of contract for Insolvency, Dissolution, etc: EdCIL may at any time terminate the Contract by giving written notice to the "Empanelled Service Providers" / Supplier(s), if the concerned "Empanelled Service Providers" / Supplier(s) becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the "Empanelled

Service Providers” / Supplier(s), provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to EdCIL.

- VII. Termination of contract for Convenience: EdCIL or “Empanelled Service Providers” / Supplier(s) reserves the right to terminate, by prior written 1-month notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the concerned party’s convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

8.12 Exit Management

- I. The duration of Exit Management will normally be of 45 days from date of termination or expiry of contract / work order.
- II. The CSP shall not delete any data at the end of the agreement (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of the Department as per the MeiTY Guidelines.
- III. During the exit management period and for 45 days post expiry of the work order / contract, the Supplier will not take action to remove any end Client content as a result of the termination or expiry of contract / work order. In addition, during such period, the Supplier will permit the Client or its nominated agency to access the cloud services for the Client to retrieve any remaining Customer Content, delete and purge all Customer Content from the cloud services. The Supplier shall also allow the Client access to information to enable Client to assess the existing services being delivered.
- IV. During the exit management period, the Supplier shall ensure supply of all services as per the work order so that the business of the end Client is not affected.
- V. The Supplier shall provide all such information as may reasonably be necessary to affect as seamless a handover as practicable in the circumstances to end Client / replacement Agency and which the Supplier has in its possession or control at any time during the exit management period.
- VI. All information (including but not limited to documents, records and agreements) in digital and/ or paper form relating to the services reasonably necessary to enable Client and its nominated agencies to carry out due diligence in order to transition the provision of the Services to Client or its nominated agencies, must be maintained by the Supplier from commencement of the services.
- VII. The Client will issue a written sign-off after the successful transition from the Supplier. Supplier shall not delete any content till such a written sign-off is provided by the Client along with an explicit request to delete the content.

- VIII. The Supplier will be paid only for the services rendered until the services are being rendered by the Supplier. If the sign-off is provided before the exit management period is over, the applicable charges will only be paid until the sign-off.
- IX. The payment for the final month invoice along with any applicable exit management service costs will be paid only on the written sign-off from the end Client.

8.13 Purchaser's Right of Monitoring, Inspection and Periodic Audit

- I. Purchaser reserves the right to inspect and monitor / assess the progress / performance, either itself or through another third party as it may deem fit, at any time during the Contract. Purchaser may demand and upon such demand being made, the Purchaser shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the project.
- II. Purchaser shall also have the right to conduct, either itself or through another third party as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by Purchaser and the Bidder undertakes to cooperate with and provide to Purchaser/ any other third party appointed by Purchaser, all documents and other details or information as may be required by them for this purpose. Any deviations or contravention identified on completion of such audit/assessment would need to be rectified by the Bidder failing which Purchaser may, without prejudice to any other rights that it may have issue a notice of default.

8.14 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 and cost of the supplier under risk purchase clause.

8.15 Force Majeure:

The Supplier 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 Supplier and not involving the Supplier'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 Supplier should promptly notify the Consignee in writing of such conditions and the cause thereof. Unless otherwise directed by the Consignee in writing, the Supplier 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.

8.16 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.

8.17 Indemnity

The Bidder shall indemnify the Purchaser 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 Bidder or the 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 Bidder's Bid as agreed, the Tender and this Contract by the Bidder, thesis' Team or any third party.
- iii. Any infringement of patent, trademark/copyright arising from the use of related services or any part thereof.

8.18 Liquidated Damages

- I. Notwithstanding Purchaser's right to cancel the order, liquidated damages for non-conformance to the SLAs mentioned in clause 7.9 of this RFP document will be charged as per the penalties, subject to a maximum of 10% of the total value of the Contract/Work Order.
- II. Purchaser reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Purchaser to the Bidder.
- III. GST as applicable shall be charged on the liquidation damages.

8.19 Resolution of Disputes:

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

- IV. In case of Dispute or difference arising between the Consignee and a domestic supplier relating to 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.
- V. 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.
- VI. The venue of the arbitration should be the place from where the order is issued.
- VII. 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.

8.20 Arbitration

- I. All disputes or differences, whatsoever, arising between the parties out of or relating to the interpretation, meaning and operation or effect of this contract or the breach thereof, shall be resolved through mutual consultation and negotiation.
- II. Any dispute not resolved by mutual consultations shall be settled through arbitration by arbitrator duly appointed by the designated officer of EdCIL India Limited. The award of the said Arbitrator shall be final and binding on both parties. The place of the Arbitration shall be at Delhi. It is the terms of this Contract that in the event of such arbitrator to whom the matter is originally referred, being transferred or on vacating his office, being unable to arbitrate for the aforesaid reason, his successor shall be appointed as Sole

Arbitrator by the aforesaid authority and the new incumbent shall resume arbitration proceedings from the stage where his predecessor has left. The Arbitration may from time to time, with the consent of the parties, enlarge the time for making and publishing the award subject to the aforesaid, the Arbitration and Conciliation Act, 1996, shall apply to the aforesaid arbitration proceedings. The performance under this Contract shall not stop for any reason whatsoever during the said dispute / proceedings, unless the supplier / party are specifically directed by EdCIL India Limited to desist from working in this behalf. The award of Arbitrator so appointed shall be final and binding upon the parties hereto.

III. Arbitration cost will be borne jointly by both the parties to the Contract

8.21 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.

8.22 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.

For the purpose of all notices, the following should be the address

Consignee:

The Chief General Manager (DES)

EdCIL (India) Limited,

18 A, Sector-16A,

Noida-201 301,Uttar Pradesh

Tel: 91-120-2512001 to 2512006

“Empanelled Service Providers” / Supplier(s): (To be filled in by the supplier)

8.23 Escalation Matrix:

The “Empanelled Service Providers” / Supplier(s) should provide at-least 3 level escalation matrix for providing resolution of the complaints at local level

8.24 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. Annexures:

9.1 Annexure A – 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, etc.)	
Date of registration	
Phone	
Contact Person Name with (Email-Id and Contact number)	
GST Number	
PAN Number	
BG/DD Bank Name and No./UTR Number for NEFT or RTGS (For	
Please mentioned that the bidder is CSP or Authorized Partner of CSP	
Name of CSP (If Bidder is Authorized Partner of CSP)	
Kindly provide bank details of the bidder in the following format:	
a) Name of the Bank	
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	

Name: _____

Signature and Seal of the Bidder

9.2 Annexure B – Letter of Undertaking

LETTER OF UNDERTAKING

(ON THE LETTER HEAD OF THE BIDDER)

To
Chief General Manager (DES)
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: _____

Signature and Seal of the Bidder

Date:

Place:

9.3 Annexure C – 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 2021.

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 submitted for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favor 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 is carries a conforming Apostle certificate.

9.4 Annexure D - Bank Guarantee towards Bid Security (EMD)

Bank Guarantee No. _____

**To,
EdCIL (India) Limited
EdCIL House, 18 A,
Sector-16 A NOIDA – 201301 (U.P.), India**

Whereas (here in after called "the Bidder") has submitted its Bid dated(Date) in response to the RFP No:..... for “Empanelment of MeitY Empanelled CSPs or their Authorized Partner for offering Cloud Services” (here in after called "the Bid")

KNOW ALL MEN by these presents that We having our registered office at..... (hereinafter called the "Bank") are bound onto EdCIL India Limited, Noida (hereinafter called "EdCIL") in the sum of for which payment well and truly to be made to the said EdCIL itself, its successors and assignees by these presents.

The conditions of these obligations are:

1. If the Bidder withdraws its Bid during the period of Bid validity or
2. If the Bidder, having been notified of the acceptance of its Bid by EdCIL

during the period of Bid validity:

1. fails or refuses to execute the Agreement form if required; or
2. fails or refuses to furnish the performance security, in accordance with the Bid requirement

We undertake to pay EdCIL up to the above amount upon receipt of its first written demand, without EdCIL having to substantiate its demand, provided that in its demand EdCIL will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to (Date) and any demand in respect thereof should reach the Bank not later than the above date.

Dated: the Day of for

(indicate the name of bank
official)

Signature of Banks Authorized

Witness

(Name)_____

1.

Designation with Code No. -----

2.

Full Address-----

9.5 Annexure E - Performa For Declaration from bank on Proceedings Under Insolvency And Bankruptcy Code, 2016

Tender No.:.....

Name of Work:.....

Bidder 's Name :

I/ We, M/s. _____ declare that:-

- a) I /We am / are not undergoing insolvency resolution Process or liquidation or bankruptcy proceeding as on date.
- b) I /We am / are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per Details mentioned below. (Attached detail with technical bid)

Note: Strike out one of above which is not applicable.

It is understood that if this declaration is found to be false, EdCIL (India) Ltd. shall have the right to reject my / our bid, and forfeit the EMD, if the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including holiday listing) available to EdCIL (India) Ltd.

Place:

Date:

Signature of Bidder

Name of Signatory

Signature of the authorized bank Official

Name of the Bank

Seal of the bank

9.6 Annexure F - 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 Contact 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).*

9.7 Annexure G - Technical Bid Submission Letter

To:

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

Subject: Submission of the Technical bid for Empanelment of MeitY Empanelled CSPs or their Authorized Partner for offering Cloud Services

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 180 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:

9.8 Annexure H - Eligibility Criteria

The compliance against each of the particulars provided under Clause 6.13.1.IV (irrespective of whether the bidder is a CSP empanelled with MeitY or its authorized partner) is to be submitted as per below format: -

S. No.	PQ criteria	Documents Required	Supporting Document	Page No./File Name	Compliance (Yes/No)
1.	The bidder must submit Declaration Sheet	Authorization Certificate from as per Annexure A			
2.	The bidder must submit Letter of undertaking	Authorization Certificate from as per Annexure B			
3.	The bidder should have valid GST and PAN number.	Self-attested copy of the GST certificate and PAN card.			
4.	The bidder should be either: I. A company registered under the Indian Companies Act, 2013 OR II. A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR III. A partnership firm registered under the Indian Partnership Act, 1932.	a. Certificate of Incorporation / Certificate of Registration b. Memorandum and Articles of Association / Partnership deed.			
5.	The bidder must submit Power of Attorney	Authorization Certificate from as per Annexure C			
6.	The bidder must ensure to deposit EMD OR The bidder must ensure to submit NSIC/MSME certificate	Submission of DD/BG as per format described in Annexure D OR RTGS submission receipt (UTR number) OR Submission of MSME Certificate and Performa For			

		Declaration from bank on Proceedings Under Insolvency And Bankruptcy Code, 2016 as per Annexure E and financial solvency certificate of issued not earlier than 3 months from the last date of bid submission			
7.	Bidder should not be blacklisted by any state government, 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 F.			
8.	Technical Bid Submission Letter	Self-Certified copy of Annexure G			
9.	The bidder or the CSP of which the bidder is an authorized partner should be empanelled with MeitY for providing cloud services.	Self-certified copy of MeitY, GoI empanelment as CSP.			
10.	If the bidder is an authorized partner of a CSP empanelled with MeitY, the eligibility criteria shall provide an Authorization Certificate from a MeitY empanelled CSP which states clearly that the bidder has been authorized to participate in this bid.	Authorization Certificate from as per Annexure I			
11.	The Bidder (in case bidder is the CSP) or the CSP of which the bidder is an authorized partner should have minimum Average Annual turnover of at least Rs. 400 Cr from Cloud Services for last three financial	A certificate from Statutory Auditor/Chartered Accountant clearly specifying the turnover during the last three financial years as per Annexure J Part A (i.e.			

	years i.e., 2017-18, 2018-19 & 2019-20.	2017-18, 2018-19 & 2019-20).			
12.	The Bidder (in case bidder is the authorize partner of CSP) should have minimum Average Annual turnover of at least Rs. 50 Cr for last three financial years i.e., 2017-18, 2018-19 & 2019-20.	A certificate from Statutory Auditor/Chartered Accountant clearly specifying the turnover along with net worth and profit during the last three financial years as per Annexure J Part B (i.e. 2017-18, 2018-19 & 2019-20).			
13.	The Bidder (in case bidder is the authorize partner of CSP) should have positive net worth for last three financial years i.e., 2017-18, 2018-19 & 2019-20.	A certificate from Statutory Auditor/Chartered Accountant clearly specifying the turnover along with net worth and profit during the last three financial years as per Annexure J Part B (i.e. 2017-18, 2018-19 & 2019-20).			
14.	The bidder should be ISO 9001:2015 certified and ISO 27001:2013	Self-certified copy of certification which is valid on date of bid submission.			
15.	Financial Bid Submission Letter	Self-certified copy as per RFP Commercial bid clause 2			

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

Name: _____

Signature and Seal of the Bidder

9.9 Annexure I - MeitY empanelled CSP Authorization Form

No. _____ dated _____

To

Dear Sir:

Bid No. _____

CSP <<NAME OF THE CSP>> (hereafter "CSP") is pleased to support <<PARTNER NAME>> for the pursuit of the Tender for <<TENDER REFERENCE NUMBER>>.

I/We confirm that as on the date of this letter <<PARTNER NAME AND ADDRESS is authorized by CSP to use our cloud services for the purposes of the above referenced tender. Should <<PARTNER>> be awarded the contract resultant from the above referenced tender, CSP will support <<PARTNER>> with our commercially available cloud services in accordance with the prevailing commercial terms and agreements.

Yours faithfully,

(Name and signature of Authorized Person): _____

(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

9.10 Annexure J - Annual Turn Over From

Part A

Name of the Organization:

Sl. No.	Financial Year	Annual Turnover From Cloud Service
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

Name of Chartered Accountant

Signature of Authorize person with Seal of the Bidder

Part B

Name of the Organization:

Sl. No.	Financial Year	Annual Turnover (In Rs.)	Net Worth (In Rs.)
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

Name of Chartered Accountant

Signature of Authorize person with Seal of the Bidder

9.11 Annexure K - Technical Evaluation Criteria:

The compliance against the particulars mentioned from Sl. No. 1 to 6 of Clause 6.13.2.II Part A is to be submitted as per below format: -

S.No.	Evaluation Criteria	Maximum Marks Weightage	Documentary Evidence to be submitted	Supporting Document	Page no./File name
1.	<p>The Bidder (in case bidder is the CSP) or the CSP of which the bidder is an authorized partner have Average Annual turnover from cloud services for last three financial years i.e., 2017-18, 2018-19 & 2019-20</p> <ul style="list-style-type: none"> •>=400 Cr and <1000 Cr.:5 marks •>=1000 Cr and <2000 Cr.: 10 Marks •>=2000 Cr: 20 Marks 	20	A certificate from Statutory Auditor/Chartered Accountant clearly specifying the turnover along with net worth and profit during the last three financial years as per Annexure J Part A (i.e. 2017-18, 2018-19 & 2019-20).		
2.	<p>The Bidder have Average Annual turnover for last three financial years i.e., 2017-18, 2018-19 & 2019-20.</p> <ul style="list-style-type: none"> •>=50 Cr and<75 Cr.: 2 Marks •>=75 Cr and<100 Cr.: 5 Marks •>=100 Cr: 10 Marks 	10	A certificate from Statutory Auditor/Chartered Accountant clearly specifying the turnover along with net worth and profit during the last three financial years as per Annexure J Part B (i.e. 2017-18, 2018-19 & 2019-20).		
3.	<p>The Bidder have Average Annual net worth for last three financial years i.e., 2017-18,</p>	10	A certificate from Statutory Auditor/Chartered Accountant clearly specifying the turnover		

	<p>2018-19 & 2019-20.</p> <ul style="list-style-type: none"> • >=5 Cr and <10 Cr.: 2 Marks • >=10 Cr and <20 Cr.: 5 Marks • >=20 Cr: 10 Marks 		<p>along with net worth and profit during the last three financial years as per Annexure J Part B (i.e. 2017-18, 2018-19 & 2019-20).</p>		
4.	<p>The Bidder should have Cloud Service Projects of Central Government/ State Government/ PSUs in the last three financial years. (i.e., from 01.04.2018 to the bid submission date)</p> <ul style="list-style-type: none"> • 0 Projects: No Marks • >=0 projects and <3 projects.: 2 Marks • >=3 projects and <7 projects.: 5 Marks • >=7 projects: 10 Marks 	10	<p>Work Orders as per Annexure L</p>		
5.	<p>The Bidder should have Cloud Service Project of more than 1 Cr project value in last 3 years (i.e., from 01.04.2018 to the bid submission date) from a single project:</p> <ul style="list-style-type: none"> • 0 Projects: No Marks • >=1 project: 2 Marks • >=2 projects: 5 Marks • >=3 projects: 10 Marks 	10	<p>Work Orders as per Annexure L</p>		

6.	<p>The Bidder should have Cloud service Projects from State or Centre Govt. university or from any Institutions of National Importance in the last three financial years. (i.e., from 01.04.2018 to the bid submission date)</p> <ul style="list-style-type: none"> •0 Projects: No Marks •>=1 project: 2 Marks •>=2 projects: 5 Marks •>=3 projects: 10 Marks 	10	Work Orders as per Annexure L		
7.	<p>Number of Data Centers in India from where the MeitY empaneled Cloud Services are offered (The data centers should be in distinct physical locations)</p> <ul style="list-style-type: none"> • One location – 0 marks •Two locations – 5 marks •Three locations or more – 10 marks 	10	Self-certified copy from CSP for different data centres as per Annexure M.		
9.	<p>SOC Certifications for Cloud services offered by the CSPs:</p> <ul style="list-style-type: none"> •Not certified for SOC1, SOC2, and SOC3: 0 	10	Bidder should provide the report for the SOC certification. Also, the bidder (CSP) will provide the URL for the SOC Report.		

	<p>marks</p> <ul style="list-style-type: none"> •Certified for any one of SOC1, SOC2, and SOC3: 2 mark •Certified for any two of SOC1, SOC2, and SOC3: 5 marks •Certified for SOC1, SOC2, and SOC3: 10 marks 				
10.	The Bidder (in case of CSP) or CSP of which the bidder is an authorized partner should be in leader's quadrant for Cloud Infrastructure as a Service, Worldwide as per latest Gartner Report.	10	Documentary evidence for the same should be provided.		
11.	<p>Technical Compliance</p> <ul style="list-style-type: none"> •2 Marks each for Basic CSP Services as per Annexure N •3 Marks each for Advance Services of CSP as per Annexure N •2 Marks for other Cloud related services as per Annexure O 	60	As per Annexure N and Annexure O		
12.	<p>Technical presentation</p> <p>5 Marks – Revenue Generation Model with EdCIL</p>	40	Time, Date and place will be informed later.		

<p>10 Marks – Go-To Market Strategy along with EdCIL Team</p> <p>10 Marks – Works in Education Sector in past 3 year</p> <p>5 – Capability of the bidder and CSP</p> <p>10 Marks – Company Strength in Pan India and International client</p>				
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Note: All the above-mentioned documents have to be scanned and uploaded.

Signature with Seal of the Bidder

9.12 Annexure L – Work Order Form

Name of Company (Work Order/Purchase order issued by):	
Work Order/Purchase Order number	
Status of the project (Ongoing/Completed)	
Work Order/Purchase Order issue date	
Total Cost of the Project (as per work/purchase order) OR if not mentioned in work order, then all the invoice copies of the project till date OR the written signed copy from the client mentioning value of the project	
Last or Latest invoice date and no. (copy of same invoice must be attached with this form)	
Name of contact person from the organisation from which work order was issued	
Contact Information of the person (Phone no. and email Id)	
Any Other information:	
Any other document:	

* Any other document to support the work order should be properly describe in the above-mentioned column like Name of the Document, purpose of the document etc.

Enclosed: Copy of work order

Name of the Bidder_____

Authorized Signatory_____

Seal of the Organization_____

Date:

9.13 Annexure M – Data Centre Location Certificate

To

Dated: __/__/2021

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

Subject: Submission of the Technical Compliance for location of CSP data center

Dear Sir,

I/We am/are the Cloud Service Provider, we have ___ no. of different data centers in India which are located in different physical locations.

Signature of the CSP

Signature with Seal of the Bidder

9.14 Annexure N – Technical Compliance for CSP Services

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

Dated: __/__/2020

Subject: Submission of the Technical Compliance of CSP services

Dear Sir,

I/We am/are the Cloud Service Provider and all of our offered Cloud Service Offerings are as below is available in India Data Centers:

Basic Service:

S. No.	Service Category	Minimum Requirement for compliance	Compliance Yes/ No	Service Names and URL of the services for description	CSP Website Pricing URL of the Service
1.	Compute	<ul style="list-style-type: none"> •Must support variety of operating systems including: Linux, Ubuntu, Windows Server, Red Hat Enterprise Linux, SUSE Linux Enterprise Server, openSUSE Leap, Fedora, Fedora CoreOS, Debian, CentOS, Gentoo Linux, Oracle Linux, and FreeBSD •Should be capable to deploy across multiple data centers •Should support autoscaling on the basis of CPU utilization •Platform should have capability to spin up thousands of instances in minutes •Should provide Intel, AMD based processor •Should support block storage and temporary block storage (to store Information that changes frequently, such as buffers, caches, scratch data, and other temporary content) •Also support Block Storage Encryption 			
2.	Storage	<ul style="list-style-type: none"> •Block Storage <ul style="list-style-type: none"> • Block Storage must provide 99.9% SLA • Block Storage should support volume snapshot •Object storage <ul style="list-style-type: none"> • Object Storage must provide strong read after write consistency • Object Storage should unlimited scale storage. • Object Storage must support intelligent data tier on the basis of data use. Also have built in capability to analyze storage access patterns to help you decide when to transition the right data to the right storage class • Object Storage supports versioning and MFA for deletion. • Object storage should have integration with HSM to provide inherent capability of encryption 			

		<ul style="list-style-type: none"> •File Storage <ul style="list-style-type: none"> • File Storage should span across multiple availability zone •Backup Storage •Archival Storage •Retrieval of Archival Storage •All the storage supports Data Encryption 			
3.	Network	<ul style="list-style-type: none"> •Isolated Network defined at regional level must be able to span to multiple availability zones •Private network connectivity between VPCs, services, and on-premises applications •Securely deliver data, videos, applications, and APIs to customers globally with low latency, and high transfer speeds •Should have capability to communicate with object storage using private network •Also supports private link between on premise to cloud infrastructure •Should provide Native Firewall with Stateful and stateless rules along with IPS capability. 			
4.	Security	<ul style="list-style-type: none"> •CSP must provide native service for security like •Identity & access management <ul style="list-style-type: none"> • Manage user access and encryption keys • Single Sign on Service for Cloud • Centralize Governance and Compliance Management •Detection Control <ul style="list-style-type: none"> • AI Powered Threat Detection Service • Unified Security and Compliance Dashboard • Vulnerability Assessment • Record and Evaluate Configuraion • Track API and User Activity •Infrastructure Protection <ul style="list-style-type: none"> • Network Firewall with IPS capability • Web Application Firewall • DDoS protection • Central Management of Firewall Rules •Data Protection: <ul style="list-style-type: none"> • Sensitive Data Discovery and Protection • Encryption Key storage and Key Management (FIPS compliant) • FIPS Compliant Fully managed scalable Hardware Security Module • Centralize Provision, manage, and deploy public and private SSL/TLS certificates • Central Store to Encrypt, Rotate, manage and retrieve secrets •HSM <ul style="list-style-type: none"> • Should support FIPS 140-2 Level 3 for the storage of encryption keys ssl certificates etc. as managed service • Should provide managed backup service for HSM Cluster to provide ability of restoration of keys in case of any failure of HSM device •Incidence response <ul style="list-style-type: none"> • Potential Security Threat Investigating Control • Fast and Automated Control for Disaster Recovery and Ransomware Recovery 			

5.	Management and Governance	<ul style="list-style-type: none"> •Automate, configure and update your resources •Must have capability to enforce organization level security compliance and governance •Should have capability to ensure continuous compliance •Should trigger events and alerts on non-conformance on defined organization level governance and should have capability prevent the configuration changes. 			
6.	Monitoring and Alert Management	<ul style="list-style-type: none"> • Should provide detail monitoring of resources and services •Should have capability to define custom alerts and matrices for resources •Ability to store log and analyse logs using SQL query statement. •Must have capability to trigger events, alerts and alarm •Must provide capability to automate 			
7.	Migration	<ul style="list-style-type: none"> •Database Migration Service should support homogeneous and heterogeneous database replication •Storage Transfer Service should provide capability to extend on premise application to cloud storage, also provide capability for petabyte scale data transfer 			

Advance Services:

S. No.	Service Category	Minimum Requirement	Compliance Yes/ No	Service Names and Description of the services URL	CSP Website Pricing URL of the Service
1.	Containers	<ul style="list-style-type: none"> •Share and deploy container software, publicly or privately •Manage containers with Kubernetes •Should provide private or public dedicated container registry to store , deploy and share the containers •Should also provide platform to run container without managing servers •Should also help to containerize and migrate existing application •Cloud service should support deployment of Docker container with orchestration (Kubernetes/any native orchestration System) 			
2.	Serverless	<ul style="list-style-type: none"> •Should be managed Platform •Should provide capability to scale zero to peak demands •Must have built in fault tolerance and support event driven architecture •Must have set of native services available to enable communication between decoupled components within 			

		<p>microservices, distributed systems, and serverless applications</p> <ul style="list-style-type: none"> • Must have serverless backend (compute, integration, and data stores) to run serverless workload 			
3.	Managed Database Services	<ul style="list-style-type: none"> • It should be cloud managed platform for following database <ul style="list-style-type: none"> • RDBMS (MS SQL server, MySQL, Postgresql, Maria DB) • Graph Database • Blockchain Database • NoSQL Database • In Memory Database • MongoDB Compatible Database • All the database platform supports high availability and fault tolerance • All these database platforms should be scalable • Must provide auto scalable serverless platform for MySQL and PostgreSQL • All these databases must support encryption for data at rest and data in transit. • Database platform must support multi-region, multi-master replication • Database platform must provide full oversight of your data with multiple levels of security, including network isolation, and end-to-end encryption 			
4.	DevOps	<ul style="list-style-type: none"> • Automatically build, test, distribute, deploy and monitor iOS, Android, Windows and macOS apps—all in one place • Developers can regularly merge their code changes into a central repository, after which automated builds and tests are run. • Must provide fully managed service to implement end to end CICD pipeline • Should securely store and version application's source code and automatically build, test, and deploy the application 			
5.	Analytics & Visualisation Services	<ul style="list-style-type: none"> • Should provide managed and native service platform for <ul style="list-style-type: none"> • Interactive Analytics • Big Data Processing • Real time analytics • Operational Analytics • Data Visualization & Visual Data Preparation • Real Time Data Movement • Predictive analytics and Machine Learning 			

		<ul style="list-style-type: none"> •Analytics service should be serverless - No need to provision or maintain any servers. There is no software or runtime to install, maintain, or administer. •Should have built-in availability and fault tolerance. •Ingest, buffer, and process streaming data in real-time to derive insights in seconds or minutes •Handle any amount of streaming data and process data from hundreds of thousands of sources with very low latencies •Securely stream video from connected devices for analytics, machine learning and other processing •A built-in suggestion engine that provides users with recommended visualizations based on the properties of the underlying datasets. •Share business insights by packaging them up as interactive stories that users can share with others. 			
6.	AI and machine learning	<ul style="list-style-type: none"> •Cloud service should support provisioning . Managed Service/Notebook for writing/training and support various python/R based ML library like Tensorflow, SCi-Kit, Pytorch, XGBoost •Cloud service should support Services for deploy Trained ML algorithm for inferencing •Cloud service should support managed ML API for Translation, Speech, Image/Video Analysis •Must have ready-made AI capability which can be easily integrated with available apps and workflow for enhance business out come •Must provide capability to build, train, and deploy ML models •Should provide platform like TensorFlow, PyTorch, Apache MXNet, and other popular frameworks to experiment with and customize machine learning algorithms 			
7.	Internet of Things	<ul style="list-style-type: none"> •Should be fully managed native services •Support billions of devices and trillions of messages, and can process and route those messages to other devices reliably and securely • Connected devices can trigger events, execute predictions based 			

		<p>on machine learning models, keep device data in sync, and communicate with other devices securely even when not connected to the Internet</p> <ul style="list-style-type: none"> •Also have capability to run and operationalize sophisticated analytics on massive volumes of IoT data •Should provide facility to secure the IoT devices •Should Provide facility to easy to collect, store, organize and monitor data from equipment's to help in data-driven decisions. •Should provide capability to easy to visually connect different devices and web services to build IoT applications 			
8.	Application integration tools	<ul style="list-style-type: none"> • Must provide native control and capabilities to <ul style="list-style-type: none"> • Create, publish, maintain, monitor, and secure APIs at any scale for serverless workloads and web applications • Create a flexible API to securely access, manipulate, and combine data from one or more data sources • event-driven architecture • Reliable high throughput pub/sub • Should support No Code API Integration •Should provide managed workflow platform like Apache Workflow 			
9.	Hybrid cloud	<ul style="list-style-type: none"> •Should help to run and manage applications wherever they may need to reside •It must provide infrastructure, APIs, services, and tools wherever applications may need to reside to meet low latency, local data processing, or data residency requirements. •Should have native service available to build secure and compliant hybrid cloud architectures •Should also support cloud native Infrastructure services, API and tools to work seamlessly on-premise and cloud. 			
10.	Media	<ul style="list-style-type: none"> •Fully Managed service which supports transport, prepare, process, and deliver live and on-demand content •This CSP should have services that allows the customers to build intelligent video analytics 			

		<p>solutions that can be deployed on cloud.</p> <ul style="list-style-type: none"> •Should provide capability to integrate with 3rd Party Platform for media storage, machine learning, content protection, monetization campaigns etc. 			
11.	Mobile/Mobile Application Development Requirement	<ul style="list-style-type: none"> •It should be fully Managed Services to create, configure, and implement scalable mobile applications •Should supports user sign-up, sign-in, and access control to your web and mobile apps. • Must support social identity provider and custom identity provider •Cloud service should support provisioning of Backend no SQL database for mobile application •Cloud service should support provisioning of Object Store to support uploading of binary files •Cloud service should support feature of Static Web Content hosting 			
12.	Big Data	<ul style="list-style-type: none"> •Should provide managed platform for processing vast amounts of data using open source tools such as Apache Spark, Hivc, HBase, Flink, Hudi and Presto • Should have capability to run petabyte-scale analysis •Should also provide Platform for Data Visualization & Visual Data Preparation , Real Time Data Movement and Machine Learning 			

Signature of the CSP (in case bidder is authorized partner of CSP or the bidder is CSP)

9.15 Annexure O – Technical Compliance for other Cloud related services

To
EdCIL (India) Limited
EdCIL House, 18 A, Sector-16 A
NOIDA – 201301 (U.P.)

Subject: Submission of the Technical Compliance of other cloud related services

Dated: ___/___/2021

Dear Sir,

I/We am/are the Cloud Service Provider or Authorized partner of CSP and all of our offered other Cloud Related Service Offerings are as below:

S. No.	Service Category	Minimum Requirement	Compliance Yes/ No	Description of the services
1.	Disaster Recovery Services	As per Clause 7.3		
2.	Migration Services	As per Clause 7.4		
3.	Cloud Manage Services	As per Clause 7.5		
4.	Advisory Services	As per Clause 7.6		
5.	Capacity Building Services	As per Clause 7.7		

Signature with Seal of the Bidder

9.16 Annexure P – Contract Form

THIS AGREEMENT made the day of 2021 between EdCIL (Hereinafter called "the Purchaser") of the one part and (Name & registered office address along with CIN no. 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 Education (MoE), 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/DES/RFP/RC/CSP/2021/01 (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

9.17 Annexure Q - Performance Bank Guarantee Format

Name of the Bank: _____

To

EdCIL (India) Limited

EdCIL House, 18 A, Sector-16 A

NOIDA – 201301 (U.P.)

PERFORMANCE GUARANTEE FORMAT

In consideration of the EdCIL acting through----- (Designation & address of Contract Signing Authority), (hereinafter called “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 Service Provider” for the work.....
..... (here in after called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for Rs.....Rsonly)) as a performance security Guarantee from the Service Provider 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 Rs..... (Rs.....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 (HR &Admn), 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 Service Provider of any of the terms of conditions contained in the said agreement or by reason of the Service Provider 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 Rs .. (Rs..... 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 Service Provider 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 Service Provider 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 Service provider 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 undertake 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 may 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 service provider 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 service provider 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 service provider 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 Service Provider.

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 upto (Date of Completion plus Handholding Period). 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

(Name)----- Designation with Code No.

Full Address-----

Witness: 1.

2.

Part Two – Commercial Bid

1. Instructions to Bidders

1. Financial Bid shall be submitted with full price details. Financial Bid shall contain only the discount percentage and 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 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.
3. 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.
4. The discount percentage and 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.
5. Price quoted by the bidder is including all transportation and installation etc. cost (if any)

2. Financial Bid Submission Letter

To:

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

Subject: Submission of the financial bid for Empanelment of MeitY Empanelled CSPs or their Authorized Partner for offering Cloud Services

Dated: ___/___/2021

Dear Sir,

We, the undersigned, offer to provide “Cloud Services” in accordance with your request for proposal dated ___/___/2021.

All the discount percentage and the prices mentioned in our bid 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 180 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 SUMMARY OF FINANCIAL BID

Part A: CSP Services

	Percentage
Discount Percentage on List Prices (Excluding GST) of CSP as per the basic and advance cloud services in the technical compliance sheet (Annexure N)	
<u>Note:</u>	
1. <u>The discount price should be eligible for all the resources and services i.e. on-demand (i.e. pay-per-hour) and long term committed resources and services.</u>	
2. <u>Discount quoted beyond 2 decimal places is ignored</u>	

Part B: Other Services

1. Disaster Recovery Services

Services	Unit	Unit Price (In INR)	GST Percentage	GST Amount	Total price
DR as a service to meet RTO and RPO (includes cost of VM, storage, replication, connectivity between DC & DR and any other requirement to get functional DR) Applicable when the Client is taking both DC and DR from the Cloud Service Provider. The pricing below is for the DR environment in cloud while the primary environment is functional. In case a DR is declared and the DR is scaled-up to become the new functional environment within the RPO/RTO, the Supplier will be paid for the resources provisioned as per the unit pricing of VMs for that duration.					
The cost for replication tool (including running tool, VMs required to run tool, any connectivity/storage charges)	Fixed cost Per Month				
Agent cost for replication tool	Fixed charges per VM per month				

2. Migration Services

	Unit	Unit Price (In INR)	GST Percentage	GST Amount	Total Price (In INR)
For non-database (e.g., web, application) servers	Fixed Charge Per Virtual Machine				

For database servers	Fixed Charge Per Virtual Machine				
For Database Storage	Fixed Charge Per GB				
For File Storage	Fixed Charge Per GB				

3. Cloud Managed Services

	Unit Price (In INR)	GST Percentage	GST Amount	Total Price (In INR)
% Of Monthly Bill of Cloud Services (Post Discount quoted by bidder on the CSP pricing)				

4. Cloud Advisory Service

	Unit Price (In INR)	GST Percentage	GST Amount	Total Price (In INR)
Per Person-day (Weighted average of different level of consultant deployed for the project)				

5. Cloud Capacity Building Services

	Unit Price (In INR)	GST Percentage	GST Amount	Total Price (In INR)
Online Training (Batch Size of 10 persons for one day i.e., 6 hour)				
Offline Training (Batch Size of 10 persons for one day i.e., 6 hour) (Accommodation & Travel cost should be considered by the bidder for considering Pan India clients)				

NOTE:

- The bidder shall quote the price including all duties as applicable except GST. GST shall be paid extra as per applicable rates. EdCIL shall only make payment towards the GST charged in the invoice other than no other taxes/duties/charges will be paid.
- The costs quoted above shall be inclusive of costs pertaining to travel/stay and any other allowance/incidentals payable to the staff deployed by the bidder for the assignment.
- If there is any discrepancy in price quoted in figures and words, the price quoted in words shall be considered for evaluation.