REQUEST FOR PROPOSAL

**Selection of Cloud Service Provider (CSP) for
Websites/Applications/Services Migration from NIC Mini-Cloud to CSP environment**

**DEPARTMENT OF INFORMATION TECHNOLOGY, ELECTRONICS AND COMMUNICATIONS (DITE&C)
GOVERNMENT OF GOA
2ND FLOOR, IT HUB,
ALTINHO, PANJIM-GOA. INDIA 403001**

RFP No.: 10(23)/DOIT/2020/Migration of current SDC to NIC/Pt. File-I/4429

Issued on: 18 March 2025

Note: - *This RFP is issued for the MeitY empaneled vendors (CSP) for the price quotation.*

Glossary of Terms

Abbreviation	Description
AMC	Annual Maintenance Contract
API	Application Programming Interface
DITE&C/DIT	Department of Information Technology, Electronics & Communications, Goa
CCN	Change Control Note
CNS	Change Note on Scope of Work
CPU	Central Processing Unit
CSP	Cloud Service Provider
CSC	Common Service Centre
DC	Data Centre
DCO	Data Centre Operator
DoS	Denial of Service
DDOS	Distributed Denial of Service
DHCP	Dynamic Host Configuration Protocol
DNS	Domain Name System
DMZ	Demilitarized Zone
DRaaS	Disaster Recovery-as-a-Service
DSC	Digital Signature Certificate
DR	Disaster Recovery
EMD	Earnest Money Deposit
FAQ	Frequently Asked Question
GCC	General Conditions of Contract
GEL	Goa Electronics Ltd.
GST	Goods & Services Tax
HDD	Hard Disk Drive
HIPS	Host Intrusion Prevention System
HIDS	Host Intrusion Detection System
IAM	Identity Access Management
IDS	Intrusion Detection System/Sensor
INR	Indian Rupees
IOPS	Input/Output Operations Per Second
IPS	Intrusion Prevention System
IPSec	Internet Protocol Security
ISP	Internet Service Provider
ISO	International Organization for Standardization
LLP	Limited Liability Partnership
LAN	Local Area Network

Abbreviation	Description
MeitY	Ministry of Electronics and Information Technology
MSP	Managed Service Provider
MPLS	Multiprotocol Label Switching
NDA	Non-Disclosure Agreement
NIDS	Network Intrusion Detection System
NSP	Network Service Provider
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PoC	Proof of Concept
PCI-DSS	Payment Card Industry Data Security Standard
RAM	Random Access Memory
RDBMS	Relational Database Management System
RFP	Request for Proposal
RPO	Recovery Point Objective
RTO	Recovery Time Objective
SAS	Serial Attached SCSI
SCSI	Small Computer System Interface
SDA	State Designated Agency
SDC	State Data Centre
SDD	System Design Documents
SIEM	Security Information and Event Management
SITC	Supply Installation Testing & Commission
SLA	Service Level Agreement
STQC	Standardization Testing and Quality Certification
SSD	Solid State Drive
SSH	Secure Shell
SSL	Secure Socket Layer
TLS	Transport Layer Security
TRAI	Telecom Regulatory Authority of India
UAT	User Acceptance Testing
vCPU	Virtual Central Processing Unit
VLBS	Virtual Load Balancer Services
VM	Virtual Machine
VTL	Virtual Tape library
WAN	Wide Area Network

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1   Notice Inviting Tender

<u>(Electronic mode only)</u>

Tenders are invited by Department of Information Technology, Electronics and Communications (DITE&C), Government of Goa to select the MeitY empaneled vendor or through its authorized channel partner to migrate websites/services/applications currently hosted on NIC-Goa Mini-Cloud to Cloud Service Provider (CSP) environment.

This RFP document invites all the qualified bidders (Meity empaneled CSP) to submit their Eligibility and Financial bid for **"Migration of websites/services/applications hosted on NIC-Goa Mini-Cloud to CSP environment",** in accordance with the conditions and manner prescribed in this Request for Proposal (RFP) document.

The bidder agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP notice. The submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The RFP containing all the details about the programme can be obtained (downloaded) from the tender wizard site and the bidder is advised to pay the RFP cost (Document Fee) and the processing fee as mentioned in the tender document.

DITE&C shall invite quotation/financial quote within the MeitY empaneled list of vendors. The bidders who are empaneled by MeitY shall submit its quote online. The empaneled vendor who quotes "L1" shall submit 10% of the work order value as Performance Bank Guarantee (PBG) in the form of Bank Guarantee upon issue of work order.

The bidder can be an authorized channel partner of Meity empanelled Cloud Service Provider or Meity empanelled Cloud Service Provider itself.

The Eligibility and Financial bids will be opened/downloaded in the premises of Department of Information Technology, Electronics and Communications, IT Hub, Altinho, Panjim-Goa in the presence of bidders or their authorized representative, if any.

Proposals must be received not later than time and date mentioned in the RFP. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

A firm shall be selected under procedures described in this RFP.

To obtain first-hand information on the assignment, Bidders are encouraged to attend a pre-bid meeting. However, attending the pre-bid meeting is optional.

2   Fact Sheet

Sr. No.	Item	Particulars
1	Description of the work	Selection of Cloud Service Provider (CSP) for migration of websites/applications/services currently hosted on NIC-Goa Mini-Cloud to Cloud Service Provider environment
2	Mode of Tendering	e-Tendering
3	E-Tendering Website	https://eprocure.goa.gov.in
4	Tender Document Fee (TDF)	Rs. 10,000/- Rupees Ten Thousand Only (Non-Refundable)
5	Tender Processing Fee (TPF)	Rs. 3,000/- Rupees Three Thousand Only (Non-Refundable)
6	Earnest Money Deposit (EMD)	**Rs. 1,00,000/- (Rupees One Lakh only)**
7	Mode of Payment for Fees & EMD	To be paid online through e-payment mode via NEFT/RTGS/NetBanking facility
8	Date and Time for request of Tender Document	18/03/2025 (10.30 am onwards)
9	Last Date and Time for submission of written queries for clarification	24/03/2025 (upto 5:00 pm)
10	Date and Time for Pre-Bid meeting	28/03/2025 at 4:00 pm at the Department of IT, Electronics and Communications Government of Goa, 2nd floor, IT Hub, Altinho, Panjim-Goa.
11	Date & Time for reply to Pre-bid queries	04/04/2025 (upto 5:00 pm)
12	Last Date and Time for Online submission of bids	10/04/2025 (upto 05:00 pm)
13	Date and Time for opening of Eligibility cum Technical bids	11/04/2025 (at 3:00 pm) at the Department of IT, Electronics and Communications Government of Goa, 2nd floor, IT Hub, Altinho, Panjim-Goa.
14	Date and Time for the Technical Presentation	The slots to the bidders will be informed vide email
15	Contact details	Department of Information Technology, Electronics & Communication, Government of Goa, 2nd Floor, IT Hub, Althino, Panjim-Goa, 403001 Phone Nos.: +91 (832) 2221505 / 2221509 Fax No.: +91(832) 2221490 Email Id's: (1) dir-dit.goa@nic.in (2) akash.kantak@nic.in For e-Tendering assistance: Please visit Contact Us section on the

| | | e-Procurement portal |
| | | https://eprocure.goa.gov.in/ |

3   Project Background

The Government of Goa has been utilizing the NIC-Goa Mini-Cloud as the primary platform to host its digital services. This setup currently supports approximately 130 websites, 22 applications, and services that provide essential functionalities to various Government Departments/Corporations/Autonomous Bodies and the public. The current arrangement with NIC Mini-Cloud is scheduled to end in March 2025, requiring a structured and timely migration to ensure minimal downtime or disruptions.

Given these requirements, the Ministry of Electronics and Information Technology (MeitY) has empanelled a set of Cloud Service Providers (CSPs) who meet rigorous standards for security, reliability, and performance. Through this RFP, the Government of Goa invites these empanelled vendors to submit comprehensive project and financial proposals to complete the migration of an estimated 130 websites, 22 applications, and services.

The Ministry of Electronics and Information Technology (MeitY) has empanelled a range of qualified CSPs to facilitate such transitions for Government entities. This Request for Proposal (RFP) invites those empanelled vendors to participate in a competitive bid process by submitting their technical and financial proposals for migrating an estimated 130 websites, 22 applications, and services from the NIC-Goa Mini-Cloud to a certified CSP environment within the stipulated timeline.

Existing utilization of resources is shown at section 13.1 in this RFP. Please note that the figures mentioned under Section 13.1 are approximate values. Selected Bidder need to cross-verify and confirm with NIC-Goa Mini-Cloud focal point of contact to get exact and updated information.

As of now DITE&C has hosted 130 websites/22 applications/services. Considering the growth of user base and quantum of data generated/stored, projection of hosted digital services for next 5 years shall be estimated over 200+ websites/50+ applications/services.

Goa Electronics Ltd. (GEL) acting as Managed Service Provider (MSP) for State Government websites/applications will provide all the required support during migration and hosting of websites/applications from NIC Goa Mini Cloud to selected CSP environment.

4　Instruction to the Bidders

4.1　Instructions for Online Bid Submission

4.1.1　This RFP has been published on the e-Procurement portal of Government of Goa (URL: https://eprocure.goa.gov.in/. The Bidders are required to submit soft copies of their bids electronically on the e-Procurement Portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the Bidders in registering on the e-Procurement Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-Procurement Portal. More information useful for submitting online bids on the e- Procurement Portal, may be obtained at: https://eprocure.goa.gov.in/

4.2　Registration

4.2.1　For participating in e-Bids through the e-tendering system, it is necessary for the bidders to be the registered users of the e-procurement website https://eprocure.goa.gov.in/. The bidders must obtain a User Login Id and Password by registering themselves with Government of Goa e- Procurement website if they have not registered already. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published on e-procurement platform.

4.2.2　In addition to the normal registration, the bidder has to register with his/her valid Digital Signature Certificate in the e-tendering system and subsequently he/she shall be allowed to carry out his/her bid submission activities.

4.2.3　Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/she has registered as per clause 4.2.1 above.

4.2.4　For successful registration of DSC on e-procurement website https://eprocure.goa.gov.in/, the bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the same. For user-id they have to get registered themselves on e-procurement website https://eprocure.goa.gov.in/ and submit their bids online on the same.

4.2.5　The bidder is also advised to register his/her DSC on e-procurement website well in advance before bid submission end date so that he/she should not face any difficulties while submitting his/her e-bid against this e-Tender.

4.2.6　The Purchaser shall not be held responsible if the bidder tries to submit his/her e-bid at the last moment before end date of submission but could not submit due to DSC registration difficulty.

4.2.7　Only one valid DSC should be registered by a bidder. Please note that the bidders shall be responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

4.2.8　Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/eToken.

4.3　Preparation of Bids

4.3.1　Bidder should take into account all corrigendum(s) published on the tender portal before submitting their bids.

4.3.2　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 bid

documents which 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.

4.3.3   Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR formats. Bid documents may be scanned with 100 dpi with black and white option.

4.4   Submission of Bids

4.4.1   Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder shall be responsible for any delay due to other issues.

4.4.2   Bidder has to digitally sign and upload the required bid documents one by one as indicated in the RFP.

4.4.3   Bidder shall select the payment option as "online" to pay the Tender Cost as applicable and enter details.

4.4.4   Standard formats have been provided in the RFP to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their bids in the format provided and no other format is acceptable.

4.4.5   The Commercial Bid Template/s has been provided in the RFP to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their commercial bids in the format provided and no other format is acceptable.

4.4.6   The server time (which is displayed on the bidders' dashboard) shall 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.

4.4.7   All the documents being submitted by the bidders would be encrypted using encryption techniques to ensure the confidentiality and secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening.

4.4.8   The uploaded bid documents become readable only after the tender opening by the authorized bid openers.

4.4.9   Upon the successful and timely submission of bids, the portal shall give a successful bid submission message and a bid summary shall be displayed with the bid number, the date and time of submission of the bid with all other relevant details.

4.4.10   The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

4.5   Assistance to Bidders

4.5.1   Any queries relating to the RFP and the terms and conditions contained therein should be addressed to the DITE&C at address mentioned in the Fact Sheet.

4.5.2   Any queries relating to the process of online bid submission or queries relating to eProcurement Portal, bidders may contact at following address:

Department of Information Technology, Electronics & Communication,
Government of Goa, 2nd Floor, IT Hub, Altinho, Panjim-Goa, 403001
Phone Nos.: +91 (832) 2221505 / 2221509

Fax No.: +91(832) 2221490
Email Id's: (1) dir-dit.goa@nic.in (2) akash.kantak@nic.in
(On all Government Working days from 10:00 am to 05:00 pm)

4.6 Cost of Bid

4.6.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and Department of Information Technology, Electronics & Communication, Government of Goa, 2nd Floor, IT Hub, Althino, Panjim-Goa, 403001, referred to as "the Purchaser", shall in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.6.2 This e-Bid document is available on the website "https://eprocure.goa.gov.in/" to enable the bidders to view, download the document and submit their e-Bid online before date and time mentioned in e-Tender notice/e-Bid document against this e-Tender. The bidders shall have to pay a non-refundable Tender Document Cost of Rs. 10,000/- (Rupees Ten Thousand only) including GST through e-Payment mode (i.e. NEFT/ RTGS, Net Banking, Credit/Debit Card) only.

4.7 Contents of RFP

4.7.1 The Bidder is expected to examine all Sections and Annexures in the RFP and furnish all information as stipulated therein.

4.8 Clarification of RFP

4.8.1 A prospective Bidder requiring any clarification on the RFP may submit his/her queries to DITE&C online on portal or via email to contacts mentioned under Factsheet.

4.8.2 All queries on the RFP should be received on or before last date and time for submission of pre- bid queries as mentioned in the Fact Sheet.

Note: The purchaser shall prepare a record of the Pre-Bid Meeting, and circulate to the Bidders and upload the same on the tendering portal.

4.9 Amendment of the RFP

4.9.1 At any time prior to the last date and time for bid submission, the purchaser, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by an amendment. The amendment shall be notified on e-Procurement Portal (https://eprocure.goa.gov.in) and should be taken into consideration by the prospective agencies while preparing their bids.

4.9.2 In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.

4.9.3 Bidders are advised to visit this website (https://eprocure.goa.gov.in/) regularly to keep themselves updated as any change/modification in the RFP shall be intimated through eProcurement portal only.

4.10 Language of Bids

4.10.1 The Bid prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Purchaser, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

4.11 Documents Comprising the Bids

The bid prepared by the Bidder shall comprise of the following components:

4.11.1 **Eligibility Criteria** - The Eligibility Criteria shall comprise of the following:

a. Cost of Tender Document and Tender Processing fee
b. EMD in the form of Refundable & Irrevocable Bank Guarantee with a validity of 180 days
c. Form A.3: Eligibility Criteria Cover Letter
d. Form A.4: Eligibility Compliance Checklist
e. Form A.5: Turnover and Net-worth Certificate
f. Form A.6: Conflict of Interest
g. Form A.7: Power of Attorney executed in favor of the Authorized Signatory
h. Form A.8: Technical Bid Cover Letter (Company Letter head)
i. Form A.9: Technical Bid Compliance Checklist
j. Form A.18: Affidavit certifying that bidder is not blacklisted

4.11.2 **Commercial Bid -** The Commercial Bid shall comprise of the following:

a. Form A.14: Commercial Bid Letter (Company Letter head)
b. Form A.15: Commercial Bid

4.12 Procedure for Submission of bids

4.12.1 The bid prepared by the Bidder shall comprise of the following cover (to be uploaded at e-procurement portal as individual files):

a. Cover - I (Eligibility Criteria)

- Cover - I shall comprise of all the documents (in PDF format and uploaded on the e-Procurement portal (https://eprocure.goa.gov.in/)
- Only vendors empaneled by MeitY as Cloud Service Providers are eligible to participate in this RFP. Proposals submitted by non-empaneled vendors will not be considered.
- Bidder shall submit 'Cost of Tender Document' along with tender processing fee through online mode, 'EMD in the form of Refundable and Irrevocable Bank Guarantee/Demand Draft, Conflict of Interest' and 'Form A.7: Power of Attorney executed in favour of the Authorized Signatory' on or before the last date and time of bid submission.

b. Cover - II (Commercial Bid)

- Cover - II shall comprise of all the documents (in PDF format) mentioned under 4.11.2 and uploaded on the e-Procurement portal (https://eprocure.goa.gov.in/)

4.12.2 The Bidder shall submit only one (1) bid in response to the RFP. If the Bidder submits more than one bid, it shall be subject to disqualification of bidder and shall also cause the rejection

of all the bids which such Bidder has submitted.

4.13 Bid Prices

4.13.1 The Bidder shall indicate in the pro-forma prescribed, the unit rates and total Bid Prices of the equipment/services, it proposes to provide under the Contract. Prices should be shown separately for each item/services.

4.13.2 In absence of information requested in above Clause, a bid may be considered incomplete and be summarily rejected.

4.13.3 The Bidder shall prepare the bid based on details provided in the RFP. **It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the Purchaser. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP.**

4.14 Firm Prices

4.14.1 Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, the Purchaser reserves the right to negotiate the prices quoted by the successful Bidder to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (INR) only.

4.14.2 The Commercial bid should clearly indicate the price to be charged and Taxes shall be applicable as per actuals. It is mandatory that such charges wherever applicable/payable should be indicated separately. However, should there be a change in the applicable taxes, the same may apply.

4.15 Discount

The Bidders are advised not to indicate any separate discount in the Commercial Bid. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, shall not be taken into account for evaluation purpose. However, in the event of such an offer is found to be the lowest without taking into account the discount, the Purchaser shall avail such discount at the time of award of Contract.

4.16 Bidder Qualification

4.16.1 The "Bidder" as used in the RFP shall mean the one who has signed the Tender Form. The Bidder may be either the **Principal Officer** or his duly **Authorized Representative**, in either cases he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the authorized representative and the Principal Officer.

4.16.2 It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted attorney of the firm, or a company.

4.16.3 The authorization shall be indicated by **written Power-of-Attorney** accompanying the bid.

4.16.4 The power or authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be **annexed to the bid.**

4.16.5   Any change in the Principal Officer or his duly Authorized Representative shall be intimated to DITE&C in advance.

4.17   Earnest Money Deposit (EMD)

4.17.1   The Bidder shall furnish, as part of its bid, an **Earnest Money Deposit (EMD)** of the amount mentioned in the **Fact Sheet.**

4.17.2   The EMD is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **Scope of Work.**

4.17.3   The EMD must be submitted as Bank Guarantee of any Scheduled Commercial Bank/Nationalized Bank.

4.17.4   Unsuccessful bidder's bid security shall be discharged or returned within sixty (60) days after the expiration of the period of Bid validity prescribed by DITE&C. The successful Bidder's EMD shall be discharged upon the bidder executing the Contract, Award of Contract and furnishing the Bank Guarantee, pursuant to Clause - Performance Bank Guarantee.

4.17.5   No interest shall be paid by the Purchaser on the EMD. The EMD may be forfeited:

a.   If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or

b.   In case of a successful bidder, if the Bidder fails:
   i.   to sign the Contract with Purchaser in accordance with Clause mentioned - Award of Contract
   ii.   to furnish Bank Guarantee for Contract Performance in accordance with Clause mentioned - Performance Bank Guarantee

4.18   Performance Bank Guarantee (PBG)

4.18.1   The PBG has to be made in the form of Bank Guarantee from any Scheduled Commercial Bank/Nationalized Bank equivalent to ten percent (10%) of the Contract Value before signing of the Contract.

4.18.2   Validity: Valid for the entire Project term. The PBG shall be released after 90 days from the effective date of the Go-Live of the Cloud Solutions/successful migration of the said websites/services/applications on the CSP environment, execution of all pending work mentioned under the contract and once both parties agree to have completed all tasks/responsibilities under the contract, whichever is later.

4.18.3   In the event of termination, Purchaser may invoke the PBG, recover such other direct costs and other amounts towards direct damages from the Agency that may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.

4.18.4   Within 15 days of the receipt of notification of award from the Purchaser, the successful bidder shall furnish the performance security in the form of PBG valid for a period as mentioned under clause 4.18.2 above or in accordance with the Conditions of the Contract.

4.18.5   Failure of the successful Bidder to comply with the requirement of above Clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

4.19 Period of Validity of Bids

4.19.1 Bids shall remain valid for a period of 180 days after the date of opening of Eligibility Criteria + Financial bid. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

4.19.2 In exceptional circumstances, the Purchaser may request the Bidder for an extension of the period of validity upto additional 90 days. The request and the responses thereto shall be made in writing (or through e-mail). The validity of EMD and PBG provided under above Clauses may also be extended if required.

4.20 Format and Signing of Bid

4.20.1 The original documents of the bid shall be typed or written in indelible ink. The original document shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be marked with initials (signature) and stamped by the person(s) signing the bid.

4.20.2 The response to the bid should be submitted along with legible, appropriately indexed, duly filled Information sheets and sufficient documentary evidence as per RFP. Responses with illegible, incomplete Information sheets or insufficient documentary evidence shall be rejected.

4.20.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be marked with initials (signature) by the person(s) signing the bid.

4.20.4 The Bidder shall prepare one electronic copy each of the Eligibility e-Bid and Financial e-Bid separately.

4.20.5 The Bid documents shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The later authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the e-Bid. All the pages/ documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the Bid.

4.20.6 All the required documents should be attached at the proper place as mentioned in the e-forms otherwise the tender of the bidder will be rejected.

4.21 Revelation of Prices

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

4.22 Terms and Conditions of Bidders

Any terms and conditions of the Bidders shall not be considered as forming part of their Bids.

4.23 Last Date for Receipt of Bids

4.23.1 Bids shall be submitted by the bidder no later than the time and date specified in Section 2 – Fact Sheet.

4.23.2   Original documents as per Clause - Procedure for Submission of bids shall be received by the Purchaser at the address specified under Section 2 – Fact Sheet no later than the time and date specified in it.

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

4.24   Late Bids

Any bid submitted by the bidder after the last date and time for submission of bids pursuant to Section 2 – Fact Sheet or Original Documents received by purchaser shall not be considered and summarily rejected.

4.25   Modification and Withdrawal of Bids

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

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

4.25.3   If the bidder relents after being declared as selected bidder, it shall be declared as defaulting bidder and EMD of such defaulting bidder shall be forfeited and DITE&C reserves right to blacklist/debar such bidder for next 3 years from participating in any Government of Goa tenders. In such situation, the tendering process shall be continued with the remaining bidders as per their ranking.

4.26   Contacting the Purchaser

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

4.26.2   Any effort by a Bidder to influence the Purchaser's bid evaluation, bid comparison or Contract award decisions may lead to the rejection of the Bidder's bid.

4.27   Opening of Bids by Purchaser

The Purchaser shall convene a bid opening session as per time schedule where one representative from the Bidder, who has successfully submitted the bid, can participate. Subsequent to this, Purchaser shall further evaluate the Bid of only those agencies whose EMD is found to be in order.

4.28   Purchaser's Right to Vary Scope of Contract

4.28.1   The Purchaser may at any time, by a written order given to the Bidder, with mutual consensus with the selected bidder, make changes to the Scope of the Contract as specified.

4.28.2   If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not

changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, as decided by the committee and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the Purchaser's changed order.

4.29 Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

The Purchaser reserves the right to accept any or all bid, and to annul the Tendering process or reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

4.30 Notification of Award

4.30.1 Prior to the expiry of the period of bid validity, pursuant to mentioned Clause - Period of Validity of Bid, the Purchaser shall notify the successful Bidder by a registered letter to confirm in writing that its bid has been accepted.

4.30.2 The notification of award shall constitute the formation of the Contract.

4.30.3 Upon the successful Bidder's furnishing of PBG for Contract Performance, the Purchaser may notify each unsuccessful Bidder and shall discharge their EMD.

4.31 Award of Contract

4.31.1 There shall be only one Successful Bidder.

4.31.2 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser shall send the Bidder the pro-forma for Contract, incorporating all agreements between the parties.

4.31.3 Within 15 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

4.31.4 Keeping in view the Project commitment, DITE&C reserves the right to ask the vendor to add new features/process or modify the existing solution to take care of the service delivery for matching the Project requirements as and when required.

4.31.5 Bidder has to agree for honoring all RFP conditions and adherence to all aspects of fair trade practices in executing the work orders placed by DITE&C.

4.31.6 If the name of the system/service/process is changed for describing substantially the same in a renamed form; then all techno-fiscal benefits agreed with respect to the original product/service, shall be passed on to DITE&C and the obligations with DITE&C taken by the Vendor with respect to the product/service with the old name shall be passed on along with the product so renamed.

4.31.7 In the case of Bidder whose bids are accepted, Bidder shall be required to give PBG as mentioned in Clause– Performance Bank Guarantee.

4.31.8 DITE&C may, at any time, terminate the contract by giving written notice to the Bidder without any compensation, if the bidder becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to DITE&C.

4.31.9 If at any point during the Contract, if the Bidder fails to, deliver as per the RFP terms and

conditions or any other reason amounting to disruption in service, the Termination and Exit Management clause shall be invoked.

4.32 Placing of Work Order

4.32.1 For procurement of Hardware/software/solution/system/service, Work Order shall be placed on the successful bidder in hardcopy format or in softcopy mode through e-mail containing the scanned copy of the Work Order.

4.32.2 Objection, if any, to the Work Order must be reported to DITE&C by the successful Bidder within five (5) working days counted from the date of Work Order for modifications, otherwise it is assumed that the successful Bidder has accepted the Work Order.

4.32.3 If the successful Bidder is not able to supply/deploy/operationalize the ordered hardware/software/solution/system/service/process completely within the specified period, the penalty clause shall be invoked.

4.32.4 The decision of DITE&C shall be final and binding on all the bidders to this RFP. The DITE&C reserves the right to accept or reject an offer without assigning any reason whatsoever.

4.33 Tender Related Condition

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

4.33.2 The Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this Contract. If at any stage of Tendering process or during the currency of the Contract, any suppression/falsification of such information is brought to the knowledge of the Purchaser, the Purchaser shall have the right to reject the bid or terminate the Contract, as the case may be, without any compensation to the Bidder.

4.34 Rejection Criteria

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

a. **Eligibility Rejection Criteria**
    i. Bids submitted without or improper EMD
   ii. Eligibility Criteria containing commercial details
  iii. Bids received through Telex/Telegraphic/Fax/E-Mail/post etc. shall not be considered for evaluation
   iv. Bids which do not confirm unconditional validity of the bid as prescribed in the RFP
    v. If the information provided by the Bidder is found to be incorrect/misleading at any stage/time during the Tendering Process
   vi. Any effort on the part of a Bidder to influence the Purchaser's bid evaluation, bid comparison or Contract award decisions
  vii. Bids without power of authorization and any other document consisting of adequate

proof of the ability of the signatory to bind the Bidder

viii. Revelation of Prices in any form or by any reason before opening of the Commercial Bid

ix. Failure to furnish all information required by the RFP or submission of a bid not substantially responsive to the RFP in every respect

x. Bidder not quoting for the complete Scope of Work as indicated in the RFP, addendum (if any) and any subsequent information given to the Bidder

xi. Bidders not complying with the functionality, specifications and other Terms and Conditions as stated in the RFP

xii. The Bidder not conforming unconditional acceptance of full responsibility of providing Services in accordance with the Scope of Work and General Conditions of Contract

xiii. If the Bid does not conform to the timelines indicated in the Bid

b. Commercial Rejection Criteria

i. Incomplete Commercial Bid

ii. Commercial Bids that do not conform to the RFP's Commercial Bid format

iii. Total price quoted by the Bidder does not include all statutory taxes and levies applicable

iv. If there is an arithmetic discrepancy in the commercial bid calculations, the Purchaser shall rectify the same. If the Bidder does not accept the correction of the errors, bid may be rejected.

v. If bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and shall not be considered.

4.35 Fraud and Corrupt Practices

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

4.35.2 Without prejudice to the rights of the Purchaser under above Clause and the rights and remedies which the Purchaser may have under the Work Order, or otherwise if a Bidder, as the case may be, is found by the Purchaser to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the Work Order or the execution of the Contract, such Bidder shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of 3 (three) years from the date such Bidder, as the case may be, is found by the Purchaser to have directly or

indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be

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

a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the Work Order or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Work Order or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Work Order or the Contract, who at any time has been or is a legal, financial or technical adviser of the Purchaser in relation to any matter concerning the Project;

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

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

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

e. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process

4.36 Authentication of Bids

An authorized representative (or representatives) of the Bidder shall initial all pages of the Eligibility and Commercial Bids. Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney accompanying the bid or in any other form demonstrating that the representative has been duly authorized to sign.

5 General Conditions of Contract

5.1 Definitions

In this RFP, unless the context otherwise requires:

1. "**Abandons**" means Bidder has substantially reduced personnel at the Site or removed required equipment from the Site such that the Bidder would not be capable of maintaining or sufficiently discharging its obligations under the Contract

2. "**Agreement**" or **"Contract"** or **"MSA**" means the Master Services Agreement together with the RFP and all the Annexures, the Work Order issued by DITE&C, the Acceptance letter from the Successful Bidder together with the Schedules and any addendum(s) or corrigendum(s) issued and shall include any modifications, alterations, additions or deletions thereto agreed between the Parties in writing after the date hereof in terms of the Agreement.

3. "**Applicable Laws**" includes all applicable statutes, enactments, acts of legislature or laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, requirement or other governmental restriction and orders or judgements of any Governmental authority, tribunal, board, court or other quasi-judicial authority or other governmental restriction or any similar form of decision applicable to the relevant Party and as may be in effect on the date of execution of the Contract and during the subsistence thereof, applicable to the Project.

4. "**Bidder**' - shall mean organization submitting the proposal in response to this RFP.

5. "**Confidential Information**" means all information as defined in Section 5 - General Conditions of the Contract

6. "**Contract Value**" means the price payable to the Bidder under this Contract for the full and proper performance of its contractual obligations

7. **"Cloud Hosting"** shall mean the procurement of computing resources from a cloud computing provider or facility to host data, services and/or solutions.

8. "**Data**" shall mean any record, transaction, document and information related to the Project which includes, but not limited to, any matter or thing tangible or intangible, factual, fictitious or imaginary, hypothetical or abstract, known or unknown, accurate or inaccurate provided by DITE&C to successful bidder and includes any thought, form or substance, or knowledge proposition or opinion supplied or recorded by man or machine and prepared, stored or transmitted in computer readable form and shall include information. However, the ownership of all the Data belongs to DITE&C and successful bidder would merely handle the data on behalf of DITE&C.

9. "**Deliverables**" means the Cloud solutions, software products, infrastructure, licenses and services agreed to be delivered by the Successful Bidder in pursuance of the Contract as elaborated in the RFP and includes all documents related to the Cloud Solution, user manual, technical manual, designs, process documentations, the artefacts, the training materials, process and operating manuals, service

mechanisms, policies and guidelines, inter alia payment and/or process related etc., source code and all their respective modifications

10. "**Digital Signature**" means authentication of any electronic record by a subscriber by means of an electronic method or procedure in accordance with the provisions of the Information Technology Act, 2000.

11. "**Digital Signature Certificate**" means a Digital Signature Certificate issued under sub-section 4 of Section 35 of the information Technology Act, 2000.

12. "**Effective Date**" means the date on which the Contract is executed by both the Parties

13. "**Go-Live**" means the date on which the proposed Cloud solutions for setting-up of Migration process on CSP Environment are successfully implemented as specified in the RFP and all the acceptance tests and certifications as defined in the RFP are successfully concluded to the satisfaction of DITE&C.

14. "**Intellectual Property Rights**" means all rights in written designs and copyrights, moral rights, rights in databases and software including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration)

15. "**OEM**" or "**Original Equipment Manufacturer**" means the original manufacturer and owner of the Intellectual Property Rights of any Software or Equipment to be used in the Project and to which DITE&C has been granted license to use

16. "**Contract Performance Guarantee**" or "**Performance Bank Guarantee**" shall mean the guarantee provided by a Scheduled Commercial Bank/Nationalized Bank to DITE&C on behalf of the Successful Bidder

17. "**Project**" means migration of the 130+ websites/22+ services/applications hosted on NIC-Goa Mini Cloud as per the terms and conditions laid in the RFP and provision of Services in conformance to the SLA

18. "**Project Data**" means all proprietary data of the Project generated out of project operations and transactions, videos, documents and related information including but not restricted to user data which the Successful Bidder obtains, possesses or processes in the context of providing the Services to the users pursuant to the Contract and the RFP

19. "**Project Location**" is as defined in the RFP and as per the contract

20. "**Proprietary Information**" means processes, methodologies and technical and other information, including drawings, designs, formulae, flow charts, data and computer programs already owned by, or granted by third parties to Purchaser

21. "**Purchaser**" means the Director on behalf of DITE&C

22. "**Purchaser's Representative**" or "**Purchaser's Technical Representative**" means the person or the persons appointed by the Purchaser from time to time to act on its behalf for overall co-ordination, supervision, and project management

23. "**Replacement Managed Service Provider**" means any third party that DITE&C may appoint to replace the Managed Service Provider upon expiry of the Term or otherwise termination of Contract to undertake the Services or part thereof

24. "**Request for Proposal (RFP)**" means the documents containing the general, technical, functional, commercial and legal specifications for Migration of 130+ websites/22+ Applications/services currently hosted on NIC-Goa Mini Cloud to CSP environment and it includes different Annexures and clarifications, explanations, minutes of the meetings, corrigendum(s) and amendment(s) issued from

time to time during the bidding process and on the basis of which bidder has submitted its Proposal

25. "**Scope of Work**" - means all Services, and any other deliverables as required to be provided by the CSP under the RFP.

26. "**Service Level**" means the level of service and other performance criteria which shall apply to the Services by the Successful Bidder as set out in this RFP

27. "**Services**" means the services to be performed by the Successful Bidder in pursuant to the Contract more elaborately provided in the RFP using the tangible and intangible assets created, procured, installed, managed and operated by the Successful Bidder including the tools of information and communications technology includes but is not limited to the list of services specified in the RFP

28. "**Software**" means the software designed, developed/customized, tested and deployed by the Successful Bidder for the purposes of the Project and includes the source along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the Term of the Project.

29. "**Solution**" means all the hardware, equipment, servers, third party tools, databases, and software provided by successful bidder to meet the functional and technical requirements of DITE&C.

30. "**CSP**" or "**Cloud Service Provider**" means MeitY empaneled Cloud Service Provider, where selected CSP shall migrate the websites/applications/services from NIC-Goa Minicloud to CSP environment

31. "**Tender**" or "**Tender Document**" means RFP

32. "**Term**" means the period of the Contract commencing from the Effective Date and continuing till the last day of Operations and Maintenance Services, or the date of termination, in case of earlier termination of the Contract

33. "**Timelines**" means the timelines for performance of Scope of Work as described in the RFP

34. "**Working Day**" means any day on which any of the office of DITE&C shall be functioning, excluding gazette holidays, restricted holidays or other holidays, Saturdays and Sundays

5.2 Interpretations

In this RFP, unless otherwise specified:

1. Unless otherwise specified, a references to clauses, sub-clauses, or Section is a reference to clauses, sub-clauses, or Section of this RFP including any amendments or modifications to the same from time to time

2. Words denoting the singular include the plural and vice versa and use of any gender includes the other genders

3. References to a "company" shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established

4. Words denoting to a "person" shall be construed to include any individual, partnerships, firms, companies, public sector units, corporations, joint ventures, trusts, associations, organizations, executors, administrators, successors, agents, substitutes and any permitted assignees or other entities (whether or not having a separate legal entity). A reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.

5. A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted

6. Any reference to a "day" (including within the phrase "business day") shall mean a period of 24 hours running from midnight to midnight
7. References to a "business day" shall be construed as a reference to a day (other than a Saturday and Sunday) on which DITE&C office is operational
8. References to times are to Indian Standard Time
9. Reference to any other document referred to in this RFP is a reference to that other document as amended, varied, novated or supplemented at any time
10. All headings and titles are inserted for convenience only; they are to be ignored in the interpretation of this Contract
11. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this RFP as a whole and not to any particular Section or Annexure and the words "include" and "including" shall not be construed as terms of limitation
12. The words "in writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated
13. References to "setup" include Cloud Solution Design, Development, Delivery, Configuration, Testing, Data Migration, Commissioning, Operations and Maintenance
14. Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or novated at the time of such reference
15. Unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include either such days or date

5.3 Conditions Precedent

This Contract is subject to the fulfilment of the following conditions precedent by the Bidder:

5.3.1 Furnishing by the Bidder, an unconditional, irrevocable and continuing Performance Bank Guarantee
5.3.2 Execution of a Deed of Indemnity in terms of - Indemnity
5.3.3 Obtaining of all statutory and other approvals required for the performance of the Services under this Contract
5.3.4 Furnishing of such other documents as the Purchaser may specify
5.3.5 The Purchaser reserves the right to waive any or all of the conditions specified above in writing and no such waiver shall affect or impair any right, power or remedy that the Purchaser may otherwise have

5.4 Representations & Warranties

5.4.1 In order to induce the Purchaser to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, the following:

a. That the selected Bidder has the power and the authority that would be required to enter into this Contract and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this Contract and to provide Services sought by the Purchaser under this Contract.

b. That the Bidder is not involved in any litigation or legal proceedings, pending, existing, potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract.

c. That the representations and warranties made by the Bidder in its Bid, RFP and Contract are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as are laid down in the Contract and the RFP and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid and the Contract through the term of the Contract.

d. That the Bidder has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such Services as are necessary to fulfil the Scope of Work stipulated in the RFP and the Contract.

e. That the Bidder shall ensure that all assets/components including but not limited to equipment, software, licenses, processes, documents, etc. installed, developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated with regard to contemporary requirements.

f. That the Bidder shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, the RFP or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

g. That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.

h. That the Bidder shall arrange all the necessary permissions and adequate approvals and procure licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto subject to Clause – Indemnity.

i. That the execution of the Scope of Work and the Services herein is and shall be in accordance and in compliance with all Applicable Laws.

j. That all conditions precedent under the Contract have been satisfied.

k. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract (i) shall contravene any provision of any Applicable Laws or any order, writ, injunction or decree of any court or Governmental Authority binding on the Bidder, (ii) shall conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any Contract, Contract or instrument to which the Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) shall violate any provision of the Memorandum and Articles of Association of the Bidder.

l. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

m. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract or the Project.

n. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.

o. That the Bidder owns, has license to use or otherwise has the right to use, which are required or desirable for performance of its services under this Contract. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) required by the Bidder for the performance of the Contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto subject to Clause - Indemnity.

p. That the Bidder shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workmanlike manner on a timely basis.

q. That its security measures, policies and procedures are adequate to protect and maintain the confidentiality, privacy and security of the Confidential Information.

r. That in providing the Services or Deliverables or materials, neither Bidder nor its agent, nor any of its employees, shall utilize information which may be considered confidential information of, or proprietary to, any prior employer or any other person or entity;

s. Either party shall not employ serving other party's employees without prior written permission of the first party for an initial period of one year. Either party also confirms that it shall not employ ex-personnel of the other party within the initial two years' period after their retirement/resignation/severance from the service without specific permission of the first party.

t. That the Bidder shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all supplied assets/components including but not limited to equipment, software, licenses, processes, documents, services, etc. to meet the requirements of the RFP

5.5 Scope of Contract

5.5.1 Scope of the Contract shall be as defined in - Scope of Work and Annexures thereto of this RFP

5.5.2 Purchaser has engaged the Bidder for migration of the websites/applications/services as per the defined scope. The Bidder is required to provide such Services, support and infrastructure as the Purchaser or Purchaser's Technical Representative may deem proper and necessary, during the term of this Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the RFP and the Contract and are deemed necessary by the Purchaser, in order to meet its business requirements (hereinafter 'Scope of Work').

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5.5.3   If any services, functions or responsibilities not specifically described in this Contract are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Contract, they shall be deemed to be included within the Scope of Work to be delivered for the Charges, as if such services, functions or responsibilities were specifically described in this Contract

5.5.4   The Purchaser or Purchaser's Technical Representative reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work pursuant to Clause - Change Orders/Alteration /Variation

5.6   Key Performance Measurements

5.6.1   Unless specified by the Purchaser to the contrary, the Bidder shall perform the Services and carry out the Scope of Work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down in the RFP

5.6.2   If the Contract, Scope of Work, Service Specification includes more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency

5.6.3   The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract/Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work. These changes shall be carried as per mutual consent.

5.7   Guarantee

Performance Bank Guarantee (PBG) shall be 10% of the total project cost for overall contract period. Within 15 days of the execution of the award of contract with the Purchaser, the successful Bidder shall furnish performance security in the form of bank guarantee for 10% amount of order value in favor of concerned department which would be valid for the period of 6 months beyond the contract period (once bidder submits the certificate of successful project completion) and shall be in the form of a Bank Guarantee from a Scheduled Commercial Bank / Nationalized Bank in the pro-forma given at Form A.16.

5.8   Commencement and progress

5.8.1   The Bidder shall be subject to the fulfilment of the conditions precedent set out in Clause 5.3 - Conditions Precedent, commence the performance of its obligations in a manner as specified in the Scope of Work

5.8.2   The Bidder shall proceed to carry out the activities/Services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract

5.8.3   The Bidder shall be responsible for and shall ensure that all Services are performed in accordance with the Contract and RFP and that the Bidder's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder

5.8.4   The Bidder shall perform the activities/Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third Parties.

5.8.5   The IT Infrastructure/services supplied under this Contract shall conform to the standards mentioned in the RFP, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution. Delivery of the IT Infrastructure shall be made by the Bidder in accordance with the terms specified by the Purchaser in its Work Order.

5.9   Standards of Performance

The Bidder shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third Parties.

5.10   Sub-contract

The successful Bidder shall provide all the Services through its own company and no sub-contracting is allowed.

5.11   Bidder's Obligations

5.11.1   The Bidder's obligations shall include Cloud Solution Design, Testing, Data Migration, Commissioning, Operations & Maintenance and provision of all Solutions and Deliverables. The bidder shall be required to migrate and test the Cloud enablement components. It will be the bidder's responsibility to ensure compliance to the requirements and continued support of the Cloud enablement component in accordance with and in strict adherence to the terms of this SLA, Scope of work and the Terms & Conditions of the contract.

5.11.2   In addition to the aforementioned, the Bidder shall perform the Services specified by the 'Scope of Work' requirements as specified in the RFP and changes thereof

5.11.3   The Bidder shall ensure that the Bidder's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Bidder shall ensure that the Services are performed through the efforts of the

Bidder's Team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the Contract and the Bid to the extent accepted by the Purchaser.

5.11.4   The Bidder shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Purchaser in order to resolve issues and oversee implementation of the same

5.11.5   Bidder will not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers/Bidder

5.11.6   Bidder will not divulge either his Bid details or any other details of Bank to any other party without written permission from the Purchaser/Bank.

5.11.7   Bidder's Representative:

The Bidder's Representative shall have all the powers requisite for the performance of Services under this Contract. The Bidder's Representative shall liaise with the Purchaser's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He shall extend full co-operation to Purchaser's representative in the manner required by them for supervision/inspection/observation of the IT Infrastructure, procedures, performance, reports and records pertaining to the works. He shall also have complete charge of the Bidder's personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations and safety practice. He shall also co-ordinate and co-operate with the other service providers of the Purchaser working at the site/offsite for activities related to planning, execution of Scope of Work and providing Services under this Contract. There has to be dedicated helpdesk to provide support regarding Cloud operation and migration. The Helpdesk will operate Monday to Saturday from 9.30 a.m. to 6 p.m. Also, a dedicated manpower resource(s) (L1/L2) shall be deployed at DITE&C-Goa premises to provide support in daily activities related to cloud operations. The selected CSP/its authorized channel partner shall provide a dedicated Helpdesk phone number at its own cost.

5.11.8   Reporting Progress:

a.   The Bidder shall monitor progress of all the activities related to the execution of this Contract and shall submit to the Purchaser, at no extra cost, progress reports with reference to all related work, milestones and their progress during the implementation phase at the end of each month or before the expiry of the last day of each month and as and when required by DITE&C.

b.   Periodic meetings shall be held between the representatives of the Purchaser and the Bidder once in every 15 days during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held on an ongoing basis, once in every 30 days to discuss the performance of the Contract.

c.   The Bidder shall ensure that the respective Cloud solution teams involved in the execution of work are part of such meetings.

d.   A Committee involving representatives of the Purchaser and senior officials of the Bidder shall be formed for the purpose of this Contract. This committee shall meet at intervals, as decided by the Purchaser later, to oversee the progress of the Project.

e.   The IT Infrastructure, Services and manpower to be provided/deployed by the Bidder under the Contract and the manner and speed of Implementation & Maintenance of the work and Services are to be conducted in a manner to the satisfaction of Purchaser's representative in accordance with the Contract.

f.   The Purchaser reserves the right to inspect and monitor/assess the progress/performance of the work/services at any time during the course of the Contract. The Purchaser may demand

and upon such demand being made, the Bidder shall provide documents, data, material or any other information which the Purchaser may require, to enable it to assess the progress/performance of the Work/Service.

g. At any time during the course of the Contract, the Purchaser shall also have the right to conduct, either itself or through an independent audit firm (Third Party Auditor) appointed by the Purchaser as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions, SLA in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/any other Bidder appointed by the Purchaser, all documents and other details as may be required by them for this purpose.

h. Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to RFP requirements/standards, the Purchaser's representative shall so notify the Bidder in writing

i. The Bidder shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to RFP requirements. The Bidder shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Purchaser or Purchaser's Representative that the actual progress of work does not conform to the approved programme the Bidder shall produce at the request of the Purchaser's Representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements.

j. The submission seeking approval by the Purchaser or Purchaser's Representative of such programme shall not relieve the Bidder of any of his duties or responsibilities under the Contract

k. In case during execution of works, the progress falls behind schedule or does not meet the RFP requirements, Bidder shall deploy extra manpower/resources to make up the progress or to meet the RFP requirements. Programme for deployment of extra man power/resources shall be submitted to the Purchaser for its review and approval, which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne, by the Bidder within the Contract Value.

5.11.9 Knowledge of Site Conditions

a. The Bidder shall be deemed to have understood the requirements and have satisfied himself with the Data contained in the Bidding Documents, the quantities and nature of the works and materials necessary for the completion of the works, etc., and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during delivery or installation, Bidder observes physical conditions and/or obstructions affecting the work, the Bidder shall take all measures to overcome them.

b. Bidder shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the Contract for the Bidder undertaking the works shall cover all the Bidder's obligation and all matters and things necessary for proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions which the Purchaser's Representative may issue in

accordance with the connection therewith and of any proper and reasonable measures which the Bidder takes in the absence of specific instructions from the Purchaser's Representative.

c. The Bidder shall have conducted its own due diligence with regard to the information contained in the RFP. The Purchaser does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP and it is not possible for the Purchaser to consider particular needs of each Bidder who reads or uses this RFP. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP and obtain independent advice from appropriate sources.

d. The Purchaser shall not have any liability to any prospective Bidder or any other person under any laws (including without limitation the law of contract or tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the declaration of the Bidders, the information supplied by or on behalf of the Purchaser or its employees, any consultants, or otherwise arising in any way from the bidding process. The Purchaser shall also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP.

5.11.10 Program of Work

a. Within 10 days after the award of work under this Contract or prior to kick-off meeting whichever is earlier, the Bidder shall submit to the Purchaser for its approval a detailed programme showing the sequence, procedure and method in which he proposes to carry out the works as stipulated in the Contract and shall, whenever reasonably required by the Purchaser's Representative furnish in writing the arrangements and methods proposed to be made for carrying out the works. The programme so submitted by the Bidder shall conform to the duties and periods specified in the Contract. The Purchaser and the Bidder shall discuss and agree upon the work procedures to be followed for effective execution of the works, which the Bidder intends to deploy and shall be clearly specified. Approval by the Purchaser's Representative of a programme shall not relieve the Bidder of any of his duties or responsibilities under the Contract.

b. If the Bidder's work plans necessitate a disruption/shutdown in Purchaser's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of the Bidder to develop/adhere such a work plan shall be to his account.

5.11.11 Bidder's Organization

a. The Bidder's Team shall be deployed for execution of work and provision of Services under this Contract shall comprise of manpower resources with skills and expertise as mentioned in Section 8 - Scope of Work

b. The Bidder shall supply to the Purchaser for its approval, within 10 calendar days after the release of Work Order under this Contract or prior to the kick-off meeting whichever is earlier, an organization chart showing the proposed organization/manpower to be established by the Bidder

for execution of the work including the identities and Curriculum-Vitae of the key personnel to be deployed

c. The Bidder should do the best of his efforts, avoid any change in the organization structure proposed for execution of this Contract or replacement of any manpower resource appointed for DITE&C. If the same is however unavoidable, due to circumstances such as the resource leaving the Bidder's organization, the outgoing resource shall be replaced with an equally competent or higher resource on approval from the Purchaser. The Bidder shall promptly inform the Purchaser in writing, if any such revision or change is necessary.

d. In case of replacement of any manpower resource, the Bidder should ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand-holding period and training for the incoming resource in order to maintain the continued level of service

e. All manpower resources deployed by the Bidder for execution of this Contract must strictly adhere to the attendance reporting procedures and make their Services available for the entire reporting time period

f. The Bidder shall provide necessary supervision during the execution of work and as long thereafter as the Purchaser may consider necessary for the proper fulfilment of the Bidder's obligations under the Contract. The Bidder or his competent and authorized representative(s) shall be constantly present at the DITE&C site whole time for supervision. The Bidder shall authorize his representative to receive directions and instructions from the Purchaser's Representative.

g. The Bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and provision of Services for all costs/charges in connection thereof

h. The Bidder shall provide and deploy only those manpower resources who are qualified, skilled and experienced in their respective trades and who are competent to deliver in a proper and timely manner the work they are required to perform or to manage/supervise the work

i. The Purchaser's Representative may at any time object to and require the Bidder to remove forthwith from the Project any authorized representative or employee of the Bidder or any person(s) of the Bidder's Team, if, in the opinion of the Purchaser's Representative the person in question has misconducted or his/her deployment is otherwise considered undesirable by the Purchaser's Representative. The Bidder shall forthwith remove and shall not again deploy the person without the written consent of the Purchaser's Representative.

j. The Purchaser's Representative may at any time object to and request the Bidder to remove from the Project any of Bidder's authorized representative including any employee of the Bidder or his team or any person(s) deployed by Bidder or his team for professional incompetence or negligence or for being deployed for work for which he is not suited. The Bidder shall consider the Purchaser's Representative request and may accede to or disregard it. The Purchaser's Representative, having made a request, as aforesaid in the case of any person, which the Bidder has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this clause object to and require the Bidder to remove that person from deployment on the work, which the Bidder shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of

  work in question (as the case may be) without the written consent of the Purchaser's Representative.

 k. The Purchaser's Representative shall state to the Bidder in writing his reasons for any request or requirement pursuant to this clause

 l. The Bidder shall maintain backup personnel and shall promptly replace every person removed, pursuant to this section, with an equally competent substitute from the pool of backup personnel

5.11.12 Adherence to safety procedures, rules, regulations and restrictions

 a. Bidder shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder shall abide by these laws.

 b. Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Purchaser's employee also shall comply with safety procedures/policy.

 c. The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations

 d. Bidder shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work

5.11.13 Statutory Requirements

 a. During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Purchaser indemnified in this regard

 b. The Bidder and their personnel/representative shall not alter/change/replace any software, hardware component proprietary to the Purchaser and/or under warranty or AMC of Third Party without prior consent of the Purchaser

 c. The Bidder and their personnel/representative shall not without consent of the Purchaser install any hardware or software or application or website not purchased/owned by the Purchaser

5.12 Bidder's Personnel

5.12.1 The Bidder shall employ and provide such qualified and experienced personnel as are required to perform the Services under the Contract

5.12.2 All the personnel, also of the Bidder's partners shall be deployed only after adequate background verification check. Any deviations, if observed, would lead to removal of the personnel from the Project. Purchaser reserves the right to review/audit the background verification documents of any employee of bidder involved in the Project.

5.13 Project Manager

The Bidder shall ensure that at all times during the currency of the Contract a Manager acceptable to the Purchaser shall take charge of the performance of the Contract. The Manager shall be assisted by Operations & Maintenance staff, Technical support staff and other members of the team. The desired team composition required for execution of this Contract has been provided in Annexure – II.

5.14 Contract Administration

5.14.1 No variation or modification of the terms of the Contract shall be made except by written amendment signed by both the parties

5.14.2 Either party may appoint any individual/organization as their authorized representative through a written notice to the other party. Each Representative shall have the authority to:

a. exercise all of the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof; and

b. bind his or her Party in relation to any matter arising out of or in connection with this Contract

5.14.3 The Bidder along with other members/third parties shall be bound by all undertakings and representations made by the authorized representative of the Bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf

5.14.4 For the purpose of execution or performance of the obligations under this Contract, the Purchaser's representative would act as an interface with the nominated representative of the Bidder. The Bidder shall comply with any instructions that are given by the Purchaser's representative during the course of this Contract in relation to the performance of its obligations under the terms of the Contract and the RFP.

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

5.15.1 The Purchaser or Purchaser's Technical Representative reserves the right to inspect and monitor/assess the progress/performance/maintenance of the Cloud solutions at any time during the course of the Contract, after providing due notice to the Bidder. The 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.

5.15.2 The Purchaser or Purchaser's Technical Representative shall also have the right to conduct, either itself or through an independent audit firm (Third Party Auditor) appointed by the Purchaser 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 the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/any other Bidder appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Bidder failing which the Purchaser may, without prejudice to any other rights that it may issue a notice of default.

5.15.3 The Bidder shall at all times provide to the Purchaser or the Purchaser's Representative access to the Site or infrastructure or a resource to review the working of websites/applications/services.

5.16 Purchaser's Obligations

5.16.1   The Purchaser's Representative shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Purchaser shall provide adequate cooperation in providing details, assisting with coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary

5.16.2   Purchaser shall ensure that timely approval is provided to the Bidder, where deemed necessary, which should include technical architecture diagrams and all the specifications related to IT infrastructure required to be provided as part of the Scope of Work. All such documents shall be approved within 15 days of the receipt of the documents by the Purchaser.

5.16.3   The Purchaser shall approve all such documents as per above Clause

5.17 Intellectual Property Rights

5.17.1   Purchaser shall own and have Intellectual Property Rights of all the Deliverables which have been developed by the Bidder during the performance of Services and for the purposes of inter-alia use of such Services under this Contract. The Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively conserve the Intellectual Property Rights of the Purchaser.

5.17.2   After the completion of the Project term/termination, the CSP will support in handing over the Data and services to the Purchaser without any additional cost impact to the Purchaser.

5.17.3   The Bidder shall ensure that while it uses any Software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified, as provided in Clause 5.22 - Indemnity against all costs, against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder during the course of performance of the Services

5.18   Information Security

5.18.1   The Bidder shall not carry any written/printed document, layout diagrams, floppy diskettes, hard disk, storage tapes, other storage devices or any other material proprietary to Purchaser in/out of the DR and Project Office without written permission from the Purchaser

5.18.2   The Bidder shall not destroy any unwanted documents, defective tapes/media present at the DR and Project Office on their own. All such documents, tapes/media shall be handed over to the Purchaser.

5.18.3   The Bidder shall formulate a comprehensive Information Security Policy (ISP), Disaster Recovery and BCP policy based on BS7799 / ISO 27001 and BS15000 / ISO 20000 guidelines covering all the IT Infrastructure assets within 15 days from the date of signing of the Contract

5.18.4   The Bidder acknowledges that Purchaser's business Data and other proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "Proprietary Information") are confidential and Proprietary to Purchaser; and the Bidder along with its team agrees to use reasonable care to safeguard the Proprietary Information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by the Bidder to protect its own Proprietary Information. The Bidder recognizes that the goodwill of Purchaser depends, among other things, upon the Bidder keeping such Proprietary Information confidential and that unauthorized disclosure of the same by the Bidder or its team could damage the goodwill of Purchaser, and that by reason of the Bidder's duties hereunder. The Bidder may come into possession of such Proprietary Information, even though the Bidder does not take any direct part in or furnish the services performed for the creation of said Proprietary Information and shall limit access thereto to employees with a need to such access to perform the Services required by this Contract. The Bidder shall use such information only for the purpose of performing the said Services.

5.18.5   The Bidder shall, upon termination of this Contract for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to the Bidder by Purchaser, including any copies or reproductions, both in hardcopy and in electronic form.

5.18.6   The Bidder shall maintain strict confidentiality with respect to the Proprietary Information that it obtains during the term of this Contract. Such confidentiality shall be maintained by the Bidder even post termination or expiry of the term of the Contract.

5.19   Record of Contract Documents

5.19.1   The Bidder shall at all-time make and keep sufficient copies of the drawings, Specifications and Contract documents for him to fulfil his duties under the Contract

5.19.2   The Bidder shall keep at least two copies of each and every specification and Contract document, in excess of his own requirement and those copies shall be available at all times for use by the Purchaser's Representative and by any other person authorized by the Purchaser's Representative

5.20 Ownership and Retention of Documents

5.20.1 The Purchaser shall own the Documents, prepared by or for the Bidder arising out of or in connection with this Contract

5.20.2 Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

5.21 Ownership of Equipment

5.21.1 The Purchaser shall own the new assets/components including but not limited to equipment, software, licenses, processes, Documents, application, etc., supplied by the Bidder arising out of or in connection with this Contract

5.21.2 However, all the risk and liability arising out of or in connection with the usage of the equipment, assets/components during the term of the Contract shall be borne by the bidder

5.22 Indemnity

The Bidder shall indemnify the Purchaser from and against all Third Party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Software/hardware/manpower etc. and related services or any part thereof. Purchaser/user department stands indemnified from any claims that the hired manpower/Bidder's manpower may opt to have towards the discharge of their duties in the fulfilment of the work orders. Purchaser/user department also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower/Bidder's manpower while discharging their duty towards fulfilment of the work orders. Purchaser shall provide bidder with prompt notice of such claim and allow Bidder to control the defence of such claim. Indemnity shall be limited to damages that may be finally awarded against the bidder.

5.23 Confidentiality

5.23.1 The Bidder shall not use Confidential Information, the name or the logo of the Purchaser except for the purposes of providing the Service as specified under this Contract

5.23.2 The Bidder shall not, either during the term or 12 months after expiration of this Contract, disclose any Proprietary or Confidential Information relating to the Services, Contract or the Architectures such as Cloud Solution architecture, Functional architecture, Business architecture, Security architecture, Network architecture and DR architecture, Purchaser's business or operations without the prior written consent of the Purchaser

5.23.3 The Bidder may only disclose Confidential Information in the following circumstances:
   a. with the prior written consent of the Purchaser;
   b. to a member of the Bidder's Team ("Authorized Person") if:
      i. the Authorized Person needs the Confidential Information for the performance of obligations under this Contract;

    ii.   the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this Contract

    iii.   If the information is already made available in any public domain

5.23.4 The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality Agreement with the members of the, subcontractors and other service provider's team members to the satisfaction of the Purchaser

5.23.5 The Bidder shall sign a Non-Disclosure Agreement (NDA) with the Purchaser as per Form. The Bidder and its antecedents shall be bound by the NDA. The Bidder shall be held responsible for any breach of the NDA by its antecedents or delegates.

5.23.6 The Bidder shall notify the Purchaser promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Purchaser

5.23.7 The Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the Bidder/it's employee in relation to a dispute arising out of breach of obligation by the Bidder under this clause.

5.24 Taxes

5.24.1 Income tax shall be deducted at source by Purchaser from all the payments made to Bidder according to the Income Tax Act, unless valid and complete documents for IT exemption are submitted by the Bidder prior to release of payment. A certificate shall be provided by Purchaser to the Bidder for any tax deducted at source.

5.24.2 The Bidder shall bear all personnel taxes levied or imposed on its personnel, or any other member of the Bidder's Team, etc. on account of payment received under this Contract. The Bidder shall bear all corporate taxes, levied or imposed on the Bidder on account of payments received by it from the Purchaser for the work done under this Contract.

5.24.3 The Bidder shall bear all taxes and duties etc. levied or imposed on the Bidder under the Contract including but not limited to GST, Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire Contract period, i.e., on account of material supplied and services rendered and payments received by him from the Purchaser under the Contract. However, Bidder shall recover all the Indirect taxes from DITE&C on actuals at the rate prevailing at the time of billing and DITE&C shall also be responsible for any newly Introduced taxes. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Purchaser such information, as it may be required in regard to the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Bidder original certificates for tax deduction at source and paid to the Tax Authorities.

5.24.4 If there is any reduction in taxes/duties/levies due to any reason whatsoever, after Notification of Award, the difference shall be passed on to the Purchaser. In case of increase in taxation,

Purchaser shall pay the tax as applicable.

5.24.5   The Bidder agrees that he and his Team shall comply with the Indian Income Tax act in force from time to time and pay Indian Income Tax, as may be imposed/levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.

5.24.6   The Bidders shall fully familiarize themselves about the applicable domestic taxes (such as value added or sales tax, service tax, income taxes, duties, fees, levies, etc.) on amounts payable by the Purchaser under the Contract. All such taxes must be included by Bidders in the Commercial Bid (Bidder to find out applicable taxes for the components being proposed).

5.24.7   Should the Bidder fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, the Bidder shall pay the same. The Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against the Bidder.

5.24.8   The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

5.25   Term and Extension of the Contract

5.25.1   The term of this Contract shall be initially for a period of 63 months from date of the Contract signing, out of which initial 3 months shall be implementation/migration period and 60 months of Operations & Maintenance after effective date of Go-Live.

5.25.2   The Purchaser shall reserve the sole right to grant an extension of 1+1 year for a maximum period of additional 2 years to the term above mentioned and shall notify in writing to CSP, at least 6 (six) months before the expiration of the Term hereof, whether it shall grant CSP an extension of the Term. The decision to grant or refuse the extension shall be at the Purchaser 's discretion and such extension of the contract, if any, shall be as per terms agreed mutually between the Authority and CSP.

5.25.3   Terms and conditions for SLA, penalty and Prices for managed services, AMC and Manpower shall be mutually decided/agreed by Purchaser and Bidder.

5.25.4   Where the Purchaser is of the view that no further extension of the term be granted to the Bidder, the Purchaser shall notify the Bidder of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the Bidder shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Purchaser shall either appoint an alternative service provider or create its own strength to operate such Services as are provided under this Contract.

5.26   Prices

Prices (excluding taxes) quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of Contract. Purchaser however reserves the right to review the charges payable at the beginning of each contract year or at any time at the request of Purchaser whichever is earlier to incorporate downward revisions as applicable and necessary. If at any time, during the period of Contract, the Bidder offers identical solutions/services/products

to any other Govt. Department/Organization at prices lower than those chargeable under this Contract, he shall notify the same to the Purchaser and extend such reduced prices to the Purchaser with immediate effect.

5.27 Change Orders / Alteration / Variation

5.27.1 The Bidder agrees that the system requirements/quantities/licenses/specifications and Service requirements given in the RFP are minimum requirements and are in no way exhaustive and guaranteed by the Purchaser.

a. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the quantities, specifications, diagrams etc. of the RFP which the Bidder had not brought to the Purchaser's notice till the time of award of work and not accounted for in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by the Bidder without any time and cost effect to Purchaser.

b. It shall be the responsibility of the Bidder to meet all the performance and other requirements of the Purchaser as stipulated in the RFP/Contract. Any upward revisions/additions of quantities, specifications, technical manpower, Service requirements to those specified by the Bidder in his bid Documents, that may be required to be made during the setting-up of Migration process on CSP Environment or at any time during the currency of the Contract in order to meet the conceptual design, objective and performance levels or other requirements as defined in the RFP. These changes shall be carried as per mutual consent.

5.27.2 The Purchaser may at any time, by a written change order given to the Bidder, make changes within the general scope of the Contract. The Purchaser shall have the option to increase or decrease (decrease only if communicated to Bidder prior to availing of Services/dispatch of Equipment) the quantities, licenses, storage space and/or specifications of the Equipment to be supplied and installed by the Bidder or Service requirements, as mentioned in the Contract, at any time during the Contract period.

5.27.3 The written advice to any change shall be issued by the Purchaser to the Bidder up to 2 (two) weeks prior to the due date of provisioning/supply of such Equipment or commencement of Services.

5.27.4 In case of increase in quantities/licenses/specifications or Service requirements or in case of additional requirement, the rate as provided in the Contract shall be considered as benchmark rates for procurement of the additional requirement from the Bidder. However, based on the industry trends, Purchaser retains the right to review these rates. The additional requirement shall also be governed by the same terms and conditions as provided in the Contract except for the appropriate extension of time to be allowed for delivery/installation of such extra Equipment or for commencement of such Services. In case of decrease in Quantities or Specifications of Equipment or Service requirements, the Bidder shall give a reduction in price at the rate given in the Contract corresponding to the said decrease.

5.27.5 In case applicable rates for the increase/decrease in question are not available in the Contract then the rates as may be mutually agreed shall apply. The Bidder shall not be entitled to any claim by way of change of price, damages, losses, etc. The Bidder shall be compensated at actual for any cancellation charges provided the claim is duly supported by documentary evidence of having incurred cancellation charges, which results from Purchaser's action in reducing/cancelling Scope of Work.

5.27.6 Conditions for Change Order

a. The change order shall be initiated only in case (i) the Purchaser or Purchaser's Technical

Representative directs in writing the Bidder to incorporate changes to the Services or design or service requirements already covered in the Contract (ii) the Purchaser or Purchaser's Technical Representative directs in writing to the Bidder to include any addition to the Scope of Work or Services covered under this Contract or delete any part thereof, (iii) Bidder requests to delete any part of the work which shall not adversely affect the operational capabilities and functioning of the system and if the deletions proposed are agreed to by the Purchaser and for which cost and time benefits shall be passed on to the Purchaser

b. Any change order comprising an alteration which involves change in the cost of the services (which sort of alteration is hereinafter called a "Variation") shall be the subject of an amendment to the Contract by way of an increase or decrease in the Contract Value and adjustment of the implementation schedule if any

c. If the Contract provides applicable rates for the valuation of the variation in question the Contract Value shall subject to Clause below be increased or decreased in accordance with those rates

d. If parties agree that the Contract does not contain applicable rates or that the said rates are inappropriate or the said rates are not precisely applicable to the variation in question, then the parties shall review the Contract Value which shall represent the change in cost of the services and/or works caused by the Variations. Any change order shall be duly approved by the Purchaser in writing.

e. If there is a difference of opinion between the Bidder and Purchaser's Representative on whether a particular item, work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in Clause 5.27.7 (k) - Change Order / Alteration / Variation

5.27.7 Procedures for Change Order
a. Upon receiving any revised requirement/advice, in writing, from the Purchaser or Purchaser's Technical Representative, the Bidder would verbally discuss the matter with Purchaser's Representative

b. In case such requirement arises from the side of the Bidder, he would also verbally discuss the matter with Purchaser's Representative giving reasons thereof

c. In either of the cases as explained in above two Clauses, the representatives of both the parties shall discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a Change Order or not

d. If it is mutually agreed that such requirement constitutes a "Change Order" then a joint memorandum shall be prepared and signed by the Bidder and Purchaser to confirm a "Change Order" and basic ideas of necessary agreed arrangement

e. Bidder shall study the revised requirement in accordance with the joint memorandum under Clause (d) above and assess subsequent schedule and cost effect, if any

f. Upon completion of the study referred to under Clause (e) above, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the Purchaser to enable the Purchaser to give a final decision whether Bidder should proceed with the Change Order or not in the best interest of the works

g. The estimated cost and time impact indicated by Bidder shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement Change Order

h. The time impact applicable to the Contract shall be mutually agreed, subsequently, on the

basis of the detailed calculations supported with all relevant back up documents

i. In case Bidder fails to submit all necessary substantiation/calculations and back up documents, the decision of the Purchaser regarding time and cost impact shall be final and binding on the Bidder.

j. If Purchaser accepts the implementation of the Change Order under Clause 5.27.7 (f) - Change Orders / Alteration / Variation in writing, which would be considered as Change Order, then Bidder shall commence to proceed with the enforcement of the Change Order pending final agreement between the parties with regard to adjustment of the Contract Value and the Schedule

k. In case, mutual agreement under Clause 5.27.7 (d) - Change Orders / Alteration / Variation, i.e. whether new requirement constitutes the Change Order or not, is not reached, then Bidder in the interest of the works, shall take up the enforcement of the Change Order, if advised in writing to do so by Purchaser's Representative pending settlement between the two parties to the effect whether such requirement constitutes a Change Order or not as per the terms and conditions of Contract Documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a change order, the same shall be compensated taking into account the records kept in accordance with the Contract.

l. The Bidder shall submit necessary back up documents for the Change Order showing the break- up of the various elements constituting the Change Order for the Purchaser's review. If no agreement is reached between the Purchaser and Bidder within 60 days after Purchaser's instruction in writing to carry out the change concerning the increase or decrease in the Contract Value and all other matters described above, either party may refer the dispute to arbitration.

5.27.8 Conditions for Revised Work / Change Order

The provisions of the Contract shall apply to revised work / change order as if the revised Work / Change Order has been included in the original Scope of Work. However, the Contract Value shall increase/decrease and the schedule shall be adjusted on account of the revised work / Change Orders as may be mutually agreed in terms of provisions set forth in Clause 5.27 – Change Orders
/ Alteration / Variation. The Bidder's obligations with respect to such revised Work / Change Order shall remain in accordance with the Contract.

5.28 Suspension of Work

5.28.1 The Bidder shall, if ordered in writing by the Purchaser's Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Bidder shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid but shall be eligible for the payment (of products/Services delivered and accepted) during the suspension period as per Contract. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Bidder, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder. Both Bidder and Purchaser acknowledge that suspension of work by Purchaser, if results in extension of Contract, the extra cost shall be on account of Purchaser which shall be mutually agreed. In case the suspension of works, is not consequent to any default or failure on the part

of the Bidder, and lasts for a period of more than 2 months, the Bidder shall have the option to request the Purchaser to terminate the Contract with mutual consent.

5.28.2 In the event that the Purchaser suspends the progress of work for any reason not attributable to the Bidder for a period in excess of 30 days in aggregate, rendering the Bidder to extend his performance bank guarantee then Purchaser shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the Bidder producing the requisite evidence from the bank concerned

5.29 Time is of Essence

Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the Services by the Bidder by the completion date

5.30 Completion of Contract

Unless terminated earlier, pursuant to Clauses - Representations & Warranties, Intellectual Property Rights, Ownership and Retention of Documents, Ownership of Equipment and Confidentiality, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in Clause Consequences of Termination are fulfilled to the satisfaction of the Purchaser

5.31 Event of Default by the Bidder

5.31.1 The failure on the part of the Bidder to perform any of its obligations or comply with any of the terms of this Contract which results in a material breach of the Contract shall constitute an Event of Default on the part of the Bidder. The Events of Default as mentioned above may include inter- alia the following:

a. the Bidder has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract, or if the Bidder has fallen short of matching such standards/targets as the Purchaser may have designated with respect to any task necessary for the execution of the Scope of Work under this Contract which results in a material breach of the Contract. The above mentioned failure on the part of the Bidder may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the Purchaser.

b. the Bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the Purchaser, despite being served with a default notice which laid down the specific deviance on the part of the Bidder to comply with any stipulations or standards as laid down by the Purchaser

c. the Agency / Bidder's Team has failed to conform with any of the Service/Facility Specifications/standards as set out in the Scope of Work of this RFP or has failed to adhere to any amended direction, modification or clarification as issued by the Purchaser during the Term of this Contract and which the Purchaser deems proper and necessary for the execution of the Scope of Work under this Contract

d. the Bidder has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the RFP and this Contract. There is an order from a court of competent jurisdiction for bankruptcy, insolvency, winding up or there

is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Bidder

e. The Bidder Abandons the project during the Term of the Contract

5.31.2 Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the Bidder, setting out specific defaults/deviances/omissions and providing a notice of Forty-Five (45) days to enable such defaulting party to remedy the default committed

5.31.3 Where despite the issuance of a default notice to the Bidder by the Purchaser the Bidder fails to remedy the default to the satisfaction of the Purchaser, the Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Purchaser

5.32 Consequences of Event of Default

5.32.1 The Bidder shall take all available steps to minimize loss resulting from such event of default

5.32.2 The Purchaser may, by a written notice of suspension to the Bidder, suspend all payments to the Bidder under the Contract, provided that such notice of suspension:

a. shall specify the nature of the failure; and

b. shall request the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder

5.32.3 Terminate the Contract in Part or Full

a. Retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall effect the continued obligation of the Bidder and Bidder's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default

b. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, recover such other costs/losses and other amounts from the Bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law

5.33 Termination

The Purchaser may, terminate this Contract in whole or in part by giving the Bidder a prior and written notice indicating its intention to terminate the Contract under the following circumstances:

a. Where the Purchaser is of the opinion that there has been such Event of Default on the part of the Bidder which would make it proper and necessary to terminate this Contract and may include failure on the part of the Bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract

b. Where it comes to the Purchaser's attention that the Bidder (or the Bidder's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder's Bid, the RFP or this Contract

c. Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy

proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are averse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the Project to a successor Bidder/service provider, and to ensure business continuity.

d. Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Purchaser

e. Termination for Convenience: The Purchaser, may, by prior written notice sent to the Bidder at least three (3) months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. In case of termination, DITE&C shall pay for accepted Services completed up to the date of termination.

5.34 Consequences of Termination

5.34.1 In the event of termination of this Contract due to any cause whatsoever, the Contract will stand cancelled effective from the date of termination of this Contract

5.34.2 In case of exigency, if the Purchaser gets the work done from elsewhere, the difference in the cost of getting the work done shall be borne by the successful Bidder

5.34.3 Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened / has ceased, or for any other reason, whatsoever, the Purchaser through re-determination of the consideration payable to the Bidder as agreed mutually by the Purchaser and the Bidder or through a Third Party acceptable to both the parties may pay the Bidder for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Bidder up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the Scope of Work under this Contract, the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the subcontractor / other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the Bidder as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the Scope of Work under the Contract in terms of the Bidder's Bid, the RFP and this Contract.

5.34.4 Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law

5.34.5 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operations of the provisions of this Contract that are expressly or by implication intended

to come into or continue in force on or after such termination

5.35 Penalty

Ongoing performance and Service Levels shall be as per parameters stipulated by the Purchaser in this Contract, failing which the Purchaser may, at its discretion, impose penalties on the Bidder as defined in General Conditions of the Contract and Service Level Agreement of the RFP

5.36 Liquidated Damages

5.36.1 Subject to Clause– Force Majeure, if the Bidder fails to complete the entire works before the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the Work, the Purchaser may without prejudice to any other right or remedy available to the Purchaser as under the Contract:

a. Recover from the Bidder, as liquidated damages a sum equivalent to 0.5% of the Contract Value for each day delay beyond the Scheduled completion date or part thereof, subject to a maximum of 10% of "Work Order Value". For the purpose of liquidated damages, the scheduled completion date shall be taken as "Date of Go-Live for the data/application/websites migration".

AND/OR

b. Terminate the Contract or a portion or part of the work thereof. The Purchaser shall give 30 days' notice to the Bidder of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the Bidder initiates remedial action acceptable to the Purchaser.

5.36.2 The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands under this Contract only (which includes the Purchaser's right to claim such amount against Bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the work or from any other obligations and liabilities under the Contract.

5.36.3 Delay not attributable to the Bidder shall be considered for exclusion for the purpose of computing liquidated damages

5.37 Dispute Resolution

5.37.1 The Purchaser and the Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract

5.37.2 If, after Thirty (30) days from the commencement of such direct informal negotiations, the Purchaser and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in Clauses 5.37.3 - Dispute Resolution and Clause 5.37.4 - Dispute Resolution

5.37.3 In the case of a dispute or difference arising between the Purchaser and the Bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the Purchaser and the other to be nominated by the Bidder or in case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the High Court of Goa, Goa.

5.37.4 The Arbitration and Conciliation Act 1996, the rules hereunder and any statutory modification or re-enactment thereof, shall apply to the arbitration proceedings

5.37.5 The Arbitration proceedings shall be held in Goa.

5.37.6 The Arbitration proceeding shall be governed by the substantive laws of India

5.37.7 The proceedings of Arbitration shall be in English language

5.37.8 Except as otherwise provided elsewhere in the Contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the Contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who shall act as Presiding Arbitrator.

5.37.9 In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International Commercial Arbitration) shall appoint the Arbitrators / Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject work order / Contract has been placed/made, shall appoint the arbitrator / Presiding Arbitrator upon request of one of the parties.

5.37.10 If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

5.37.11 It is a term of the Contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter

5.37.12 It is also a term of the Contract that neither party to the Contract shall be entitled for any interest on the amount of the award

5.37.13 The Arbitral Tribunal shall give reasonable award and the same shall be final, conclusive and binding on the parties

5.37.14 The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties

5.37.15 Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause

5.37.16 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract

5.38 Insurance

5.38.1 The Bidder during the term of this Contract undertakes to ensure that it has taken or shall take up all appropriate insurances for the delivery of services that it is required to undertake under law as well as to adequately cover its obligations under this Contract:

a. shall take out and maintain, at his own cost insurance with IRDA approved insurers against the risks, and for the coverage, as specified below: shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable at the Purchaser's request, shall provide certificate of insurance to the Purchaser showing that such insurance has been taken out and maintained. Employer's liability and workers' compensation insurance in respect of the Personnel of the Bidder / Bidder's Team, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

b. Insurance against loss of or damage to
    i. Equipment or assets procured or developed in whole or in part for fulfilment of obligations under this Contract
    ii. the Bidder's assets and property used in the performance of the Services

5.38.2 If the Bidder fails to effect and maintain insurances as described above, the Purchaser may effect and maintain such insurances on behalf of the Bidder and deduct such amounts from the amounts due and payable to the Bidder

5.39 Transfer of Ownership

The Bidder must transfer all software, applications, websites clear and unencumbered titles to the assets, services and tools procured for the purpose of the Project to the Purchaser at the time of delivery of assets, services, devices. This includes all licenses, titles, source code, certificates, hardware, devices, equipment's etc. related to the system and designed, developed, installed and

maintained by the Bidder.

5.40 Limitation of the Bidder's Liability towards the Purchaser

5.40.1 The aggregate liability of Bidder to Purchaser (and to any affiliate thereof or other person or entity for or in respect of which any of the Services are provided) in connection with the performance of the Services or otherwise under this Agreement shall be limited to the fees actually paid to the Bidder in respect of the Services directly relating to and forming the basis of Client's claim, regardless of whether liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, provided that this limitation shall not apply to liability that has been finally determined to have resulted from the fraud or other wilful misconduct by or on behalf of Bidder.

5.40.2 Client shall bring any claim relating to the Services or otherwise under this Agreement within 63 months (3 months of Transition and 60 months contract period) of completion of the Services.

5.41 Conflict of Interest

The Bidder shall disclose to the Purchaser in writing, all actual and potential Conflicts of Interest that exist, arise or may arise (either for the Bidder or the Bidder's Team) in the course of performing the Services as soon as possible after it becomes aware of that conflict

5.42 Severance

In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect

5.43 Governing Language

5.43.1 The Contract shall be written in English language. Subject to Clause General, such language versions of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

5.44 "No Claim" Certificate

5.44.1 The Bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this Contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in favour of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted.

5.45 Publicity

The Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Bidder its written consent

5.46 Force Majeure

5.46.1 Force Majeure shall mean an event beyond the control of the Parties and which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:

a. act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves, tsunami and floods);

b. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization,

  requisition, or embargo;

  c. rebellion, revolution, insurrection, or military or usurped power, or civil war;

  d. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;

  e. riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or

  f. acts or threats of terrorism

5.46.2 Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the RFP. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract. However, the Bidder shall note that cyber-attack, corruption of information, software corruption, destruction of information, virus attack in the system or any such software malfunction shall not constitute a Force Majeure event and the rectification of the same shall be borne by the Bidder.

5.46.3 The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser shall make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate DR or any failure in setting up a contingency mechanism would not constitute Force Majeure, as set out above.

5.46.4 In case of a Force Majeure, all Parties shall endeavour to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure

5.46.5 In case of Force Majeure, all the Parties shall bear their own costs, and the Purchaser shall not be liable to the Bidder for any costs that the latter incurs on account of such Force Majeure

5.46.6 In the event that the Force Majeure continues for 180 (one hundred and eighty) days, the Contract shall be deemed to have been terminated

5.47 General

5.47.1 Relationship between the Parties

  a. Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and Agency / Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the Purchaser and Bidder

  b. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract

  c. The Purchaser has no obligations to the Bidder's Team except as agreed under the terms

of this Contract

5.47.2 No Assignment

The Bidder shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Purchaser. The Purchaser shall not assign, delegate or otherwise transfer any of its liabilities or obligations under this contract without prior written permission of the Bidder.

5.47.3 Survival

The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Bidder of its release from those obligations

5.47.4 Entire Contract

The terms and conditions laid down in the RFP and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

5.47.5 Governing Law

This Contract shall be governed in accordance with the Laws of India

5.47.6 Jurisdiction of Courts

The courts of India at Goa have exclusive jurisdiction to determine any proceeding in relation to this Contract

5.47.7 Compliance with Laws

The Bidder shall comply with the laws in force in India in the course of performing this Contract

5.47.8 Notices

A "notice" means:

    i. A notice; or

    ii. A consent, approval or other communication required to be in writing under this Contract

All notices, requests or consents provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

Any Party may change the address to which notices are to be directed to it by notice to the other parties.

A notice served on a Representative is taken to be notice to that Representative's Party

5.47.9 Waiver

a. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights

b. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision

5.47.10 Modification

Any modification of this Contract shall be in writing and signed by an authorized representative of each Party

5.47.11 Application

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

5.48 Exit Management Plan

5.48.1 An Exit Management plan shall be furnished by Bidder in writing to the Purchaser within 90 days from the date of signing the Contract, which shall deal with at least the following aspects of exit management in relation to the Contract as a whole and in relation to the Project Implementation, and Service Level monitoring

a. A detailed program of the transfer process that could be used in conjunction with a Replacement Managed Cloud Service Provider including details of the means to be used to ensure continuing provision of the Services throughout the transfer process or until the cessation of the Services and of the management structure to be used during the transfer

b. Plans for provision of contingent support to Project and replaced Managed Cloud Service Provider for a reasonable period after transfer

c. Exit Management plan in case of normal termination of Contract period

d. Exit Management plan in case of any eventuality due to which Project is terminated before the Contract period

e. Exit Management plan in case of termination of the Bidder

5.48.2 Exit Management plan at the minimum adhere to the following:

a. Three (3) months of the support to replaced Managed Cloud Service Provider post termination of the Contract

b. Complete handover of the Planning documents, bill of materials, functional requirements specification, technical specifications of all equipment, change requests if any, sources codes, reports, documents and other relevant items to the replaced Managed Cloud Service Provider / Purchaser

c. Certificate of Acceptance from authorized representative of replaced Managed Cloud Service Provider issued to the Bidder on successful completion of handover and knowledge transfer

d. In the event of termination or expiry of the Contract, Project Implementation, or Service Level monitoring, both Bidder and Purchaser shall comply with the Exit Management Plan

e. During the exit management period, the Bidder shall use its best efforts to deliver the Services

5.49 IT Act 2008

Besides the terms and conditions stated in this document, the Contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2008 (and its amendment), DPDPA 2023,

etc.

5.50   Issue Management Procedures

5.50.1   General

Issue Management process provides for an appropriate management structure towards orderly consideration and resolution of business and operational issues in the event of a quick consensus not reached between DITE&C and Bidder.

Implementing such a process at the commencement of Services shall significantly improve the probability of successful issue resolution. It is expected that this pre-defined process shall only be used on an exception basis if issues are not resolved at operational levels.

5.50.2   Issue Management Procedures

a. Either DITE&C or Bidder may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions

b. DITE&C and the Bidder shall determine which committee or executive level should logically be involved in resolution. A chain of management escalation is defined in the document.

c. A meeting or conference call shall be conducted to resolve the issue in a timely manner. The documented issues shall be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.

d. DITE&C and the Bidder shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Bidder shall then communicate the resolution to all interested parties.

e. In case the issue is still unresolved, the arbitration procedures described in the Contract shall be applicable

5.50.3   SLA Change Control

a. General

It is acknowledged that the SLA may change as DITE&C 's business needs evolve over the course of the Contract period. This document also defines the following management procedures:

    i.   A process for negotiating changes to the SLA

    ii.   An issue management process for documenting and resolving difficult issues

    iii.   DITE&C and Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management

Any changes to the levels of Service provided during the Term of this Contract shall be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes shall be documented as an addendum to this SLA and, subsequently, the Contract.

If there is any confusion or conflict between this document and the Contract, the RFP and its addenda, the Contract shall supersede.

b. SLA Change Process

The parties may amend this SLA by mutual agreement in accordance with terms of this Contract. Changes can be proposed by either party. The Bidder can initiate an SLA review with DITE&C.

Normally, the forum for negotiating SLA changes shall be DITE&C 's quarterly meetings. Unresolved issues shall be addressed using the issue management process.

The Bidder shall maintain and distribute current copies of the SLA document as directed by DITE&C. Additional copies of the current SLA shall be made available at all times to authorized parties.

c. Version Control

All negotiated SLA changes shall require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

d. Responsibilities of the Parties
   Bidder
   Bidder is responsible for executing this Contract and delivering the services, while maintaining the specified performance targets.
   Additionally, the Bidder is responsible for:
   i. Reporting problems to DITE&C as soon as possible
   ii. Assisting DITE&C in management of the SLA
   iii. Providing early warning of any organizational, functional or technical changes that might affect Bidder's ability to deliver the services
   iv. Assisting DITE&C to address and resolve issues from time to time

   Bidder shall take immediate action to identify problems and follow up with appropriate action to fix them as quickly as possible.

   DITE&C
   DITE&C is responsible for:
   i. Reporting defects and problems to the Bidder as soon as possible
   ii. Assisting Bidder in management of the SLA
   iii. Providing early warning of any organizational, functional or technical changes that might affect Bidder's ability to deliver the services
   iv. Assisting Bidder to address and resolve issues from time to time

e. Penalties
   i. The total quarterly deduction shall not exceed 10% of the total Work Order Value.
   ii. Two consecutive quarterly deductions of more than 5% of the total Work Order Value on account of any reasons, shall be deemed to be an event of default and termination of General Conditions of the Contract and the consequences shall follow

   Overall penalties shall be deducted with a maximum capping of 20% of the Contract Value. Subsequently DITE&C reserves the right to initiate termination of the Contract / legal action against the Bidder.

f. Management Escalation Procedures & Contact Map
   The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level.

Implementing this procedure would mean that DITE&C and Bidder management are communicating at the appropriate levels.

Escalation Procedure

Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

i. Either DITE&C or Bidder can initiate the procedure
ii. The "moving party" should promptly notify the other party that management escalation shall be initiated
iii. Management escalation shall be defined as shown in the contact map below
iv. Escalation shall be one level at a time and concurrently

Contact Map

Escalation Level	Department Representative with contact Details	Bidder* Representative with contact Details
Level 1: Project Manager		
Level 2: Project Director		
Level 3: Steering Committee		

*Bidder shall provide information for the following:

i. Chief Executive Officer
ii. Project Manager
iii. Team Members / Engineers

g. Acceptance of SLA

IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement vide Tender No. <TENDER REFERENCE NUMBER> Dated <DATE> to be executed by their respective authorized representatives

For and on behalf of: For and on behalf of:

_____Bidder   _____DITE&C

Place:_____   Place: _____

Date:_____   Date: _____

Name:_____   Name: _____

Office Seal:_____   Office Seal: _____

5.51 Change Control

5.51.1 Change Control Procedure

This part of the section describes the procedure to be followed in the event of any proposed change to this Contract and Project Implementation & Maintenance. Such change shall include, but shall not be limited to, changes in the Scope of Work by bidder and changes to the terms of payment as stated in the RFP.

DITE&C recognize that frequent change is an inevitable part of delivering Services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The Bidder shall endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the RFP and DITE&C shall work with the Bidder to ensure that all changes are discussed and managed in a constructive manner.

This Change Control Schedule sets out the provisions which shall apply to changes to (a) the Contract; (b) the Project Implementation; and (c) the Project Maintenance.

a. Change Control Note ("CCN") & Change Note on Scope of Work ("CNS")

   i. For performing of any functional changes to system, which are deviating from the signed-off Functional Requirements / System Requirements, a separate Change Control Note (CCN) shall be prepared by Bidder and the changes in the Cloud Solution shall be implemented accordingly at no additional cost to DITE&C. The time period for implementation of change shall be mutually decided between Bidder and DITE&C.

   ii. In case there is a change request in the Scope of Work, the Bidder shall prepare the "CNS (change note on Scope of Work)" and get it approved by DITE&C for the additional cost, effort and implementation time

   iii. The pricing of any change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the nature of the change is such that the Contract rates and prices are inequitable, the parties to the Contract shall agree on other specific rates to be used for valuing the change.

b. Decision of DITE&C on change being a CCN or CNS would be final & binding on Bidder

   i. Change requests in respect of the Contract, the Project Implementation, or the Maintenance SLA shall emanate from the Parties' respective Project Manager who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Note / Change in Scope Process and shall complete Part A of the CCN/CNS attached below hereto. CCNs/CNSs shall be presented to the other Party's Project Manager who shall acknowledge receipt by signature of the CCN/CNS.

   ii. The Bidder and DITE&C, while preparing the CNS, shall consider the change only when such change is beyond the Scope of Work including ancillary and concomitant services required as detailed in RFP. The value of each CNS request should not be exceeding 5% of the Contract value in any case and overall cost of CNSs, during the term of Project, shall not exceed 15% of the Contract Value.

iii. It is hereby also clarified that the payment for the change of scope as stated shall be calculated as per the estimated man-month effort quoted by the Bidder in its bid and stated in a man-month effort to be submitted by the Bidder prior to taking up the change of control event and accepted by DITE&C

c. Quotation

i. The Bidder shall assess the CCN/CNS and complete Part B of the CCN/CNS. In completing Part B of the CCN/CNS the Bidder shall provide as a minimum:

- a description of the change;
- a list of deliverables required for implementing the change;
- a timetable for implementation;
- an estimate of any proposed change;
- any relevant acceptance criteria;
- an assessment of the value of the proposed change for CNS;
- material evidence to prove that the proposed change is not already covered within the scope of the Project, SLAs, or Contract

ii. Prior to submission of the completed CCN/CNS to DITE&C, the Bidder shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the Bidder shall consider the materiality of the proposed change in the context of the Contract, the Project Implementation & Maintenance including SLAs affected by the change and the total effect that may arise from implementation of the change.

iii. Materiality criteria shall be established by DITE&C, and the Bidder's Project Manager. Changes requiring no escalation of authority can be implemented. Discussion and Contract as to materiality shall be held in accordance with the Governance Schedule.

iv. Upon receipt of the Change Proposal, DITE&C and the Bidder shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, DITE&C shall, if it intends to proceed with the Change, issue the Bidder a Change Order. If DITE&C is unable to reach a decision within fourteen (14) days, it shall notify the Bidder with details of when the Bidder can expect a decision. If DITE&C decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Bidder accordingly.

d. Costs

Bidder shall be responsible for its own costs incurred in the quotation, preparation of CCNs/CNSs and in the completion of its obligations described in this process provided the Bidder meets the obligations as set in the CCN/CNS. In the event the Bidder is unable to meet the obligations as defined in the CCN/CNS then the cost of getting it done by third party shall be borne by the Bidder.

e. Reporting/Review

The Status on the progress of the change requests and CCNs/CNSs shall be reported by Bidder to DITE&C on a periodic basis and same shall be reviewed by both the parties on fort-nightly basis. For any changes in the Cloud Services Solution, identified by either party, Bidder shall prepare a detailed Change Control Note / Change Note on Scope of Work within 10 (ten) working days from the date of intimation of such change.

f. Obligations

The Bidder shall be obliged to implement any proposed changes once approval from DITE&C in accordance with this CCN/CNS has been given, with effect from the date agreed for implementation.

g. Payment for Change Order

Payment for any change order on Scope of Work (CNS) shall be on the basis of the blended Man-month rate as quoted in the Commercial Bid (exclusive of any Tax) and would be paid quarterly.

6   Evaluation of Eligibility Criteria

1. In this part, the bid shall be reviewed for determining the compliance of the general conditions of the Contract and Eligibility Criteria as mentioned in the RFP. Any deviation for general conditions of the Contract and eligibility criteria shall lead to rejection of the bid.

2. Before opening and evaluation of their technical proposals, bidders are expected to meet all the conditions of the RFP and the eligibility criteria as mentioned below. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting eligibility criteria are liable to be rejected summarily.

3. The bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the RFP. The bids must be complete in all respects and should cover the entire Scope of Work as stipulated in the RFP.

4. The Bidder must meet the following important qualification criteria along with other parameters mentioned under Section 12.4 as on the last date of submission of this bid:

Eligibility Criteria for the Cloud Service Provider (CSP)		
S. No.	**Criteria**	**Documentary Evidence**
1.	The CSP shall be MeitY empaneled & STQC audited as per Ministry of Electronics and Information Technology (MeitY) as on bid submission Date or through its Authorized Channel Partner	• Valid Letter of Empanelment / Certificate of Empanelment from MeitY • Certificate of Authorized Channel Partner from MeitY empaneled CSP (incase Meity empaneled CSP is participating through its Authorized Channel Partner

Important Note:

- _**If the selected CSP cease to operate in India or is blacklisted by the State/Central government; DITE&C shall decide on any other CSP. DITE&C may also go for tendering process to finalize the migration cost.**_
- _In any of the cases above, **Cloud Service Provider shall be solely liable to and responsible** for all obligations towards the performance of works/services/adherence to SLAs under the contract._
- Only vendors empaneled by MeitY as Cloud Service Providers are eligible to participate in this RFP. Proposals submitted by non-empaneled vendors will not be considered.
- Meity Empanelled CSP can participate through its Authorized Channel Partner or can participate directly in the tender
- Meity Empanelled CSP can authorize only one channel partner under this bid

7   Evaluation of Technical Bids

1. Only those bidders who qualify all Eligibility Criteria requirements shall be qualified for technical bid evaluation
2. Technical presentation shall be a part of the process for evaluation of the bids
3. The DITE&C reserves the right to reject a Product/Cloud Solution/Service if it is of an opinion that the offered product/service does not match the technical requirements/objectives specified in the RFP
4. The DITE&C reserves the right to request bidder for Proof of Concept (PoC) or Technical Demo for the proposed technology/Cloud solution
5. The technical bid shall first be reviewed for determining the Compliance of the Technical bids with the RFP terms and conditions, Minimum/Mandatory Technical requirements and the Scope of Work as defined in this RFP
6. Any bid found to be non-compliant to the mandatory Technical Requirements, RFP terms and conditions and the Scope of Work shall be rejected and shall not be considered for further evaluation.
7. Bidder is required to submit all the supporting documents as per the criteria mentioned in the RFP. DITE&C reserves the right to summarily reject any bid which does not contain all the mandatory supporting document or may ask bidder to resubmit documents, the decision of DITE&C shall be final and binding in this regards.
8. A score would be given to each bidder by DITE&C based on the scoring criteria mentioned below
9. Bidder should secure at least 60 marks under technical evaluation. Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an aggregate Technical score of 60% or more will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.
10. Bids that are technically qualified would only be taken up for commercial evaluation
11. Technically qualified Bidder who quotes lowest bid (L1) under commercial bid will be awarded the contract under current RFP.
12. DITE&C reserves the right to disqualify any bidder based on any criteria considered relevant and its decision is binding. Representations, if any from disqualified bidders shall not be entertained and shall be summarily rejected. DITE&C shall not respond to any query raised by bidders seeking reasons for rejection of the bid.
13. Technical Bids shall be evaluated for the following broad parameters:

7.1   Summary of Technical Evaluation Criteria

S. No	Criteria Category	Max Marks
A	Bidder's profile	35
B	Project Experience	20
C	CSPs Profile	10
D	Approach & Methodology	20
E	Proposed Resources	15
Total Marks		**100**

S. No	Criteria Category	Evaluation Criterion	Max Marks	Supporting Documents Required
A	**Bidder's profile (Authorized Channel Partner or CSP itself)**		**35**	
A 1	**Average Annual Turnover** Average annual turnover over the last five financial years	• > INR 100 Crores (15 marks) • > INR 75 Crores ≤ 100 Crores (12 marks) • > INR 50 Crores ≤ 75 Crores (10 marks) • > INR 25 Crores ≤ 50 Crores (8 marks)	15	• Certificate from the Statutory Auditor/Company Secretary on turnover details over the last five (5) financial years
A 2	**Manpower** Full time technically qualified employee on payroll of bidder working in the business unit providing IT/ITeS/Cloud services as on bid submission date	• > 125 (20 Marks) • > 100 ≤ 125 (16 Marks) • > 75 ≤ 100 (12 Marks) • >50 ≤ 75 (8 Marks) • >25 ≤ 50 (5 Marks)	20	• Certificate from the Head of HR Department or equivalent on bidding entity's letter head countersigned by authorized signatory for this bid holding written specific power of attorney on stamp paper
B	**Project Experience (CSP)**		**20**	
S. No	Criteria Category	Evaluation Criterion	Max Marks	Supporting Documents Required
B1	The Bidder should have experience in Website / Application / Data Migration Services onto Cloud environment projects and its operation & maintenance (supply of IT Infrastructure, software & licenses) with minimum contract value of INR 5 Crores (each) during the last seven (7) years as on bid submission date.	• > Four (4) Projects (20 Marks) • = Four (4) Projects (18 Marks) • = Three (3) Projects (16 marks) • = Two (2) Projects (14 marks) • = One (1) Project (12 marks)	20	• Work Order + Self Certificate of Completion/Ongoing (Certified by the Statutory Auditor/Company Secretary); **AND** • Contract clearly highlighting the Scope of Work, Bill of Material and value of the Contract/order for the mentioned business areas **AND** • Completion Certificate issued & signed by the competent authority of the client entity on the entity's

S. No	Criteria Category	Evaluation Criterion	Max Marks	Supporting Documents Required
				letterhead **OR** Copies of payments received, signed by the Statutory Auditor of the Bidder or any other document certifying the status of the project
C	**CSP's profile**		**10**	
C 1	The Bidder should possess following certifications: - ISO 27001:2013/ ISO 27001:2022 for Information Security Management System - ISO 9001:2008 / ISO 9001:2015 for Quality Management System - ISO 20000:2011 for IT Service Management	• All 3 mentioned certifications (10 marks) • Any 2 mentioned certifications (7 marks) • Any 1 mentioned certifications (5 marks)	10	Relevant Certificate
D	**Approach & Methodology of CSP**		**20**	
S. No	Criteria Category	Evaluation Criterion	Max Marks	Supporting Documents Required
D 1	Solution Proposed	• Demonstration of Bidder's understanding of the scope of work and all aspects of the Project • Plan for Project implementation / risk mitigation plan Strategy/ adherence to SLAs • Disaster Recovery strategy & plan (including testing, exercising and maintenance) and emergency response procedure • Migration and backup strategy • High Availability and Security Plan • Operations and	10	Detailed Solution Proposed/Demonstration

S. No	Criteria Category	Evaluation Criterion	Max Marks	Supporting Documents Required
		Maintenance plan • Challenges likely to be encountered and mitigation proposed • Etc.		
D2	Presentation (mandatory) *Note:* *If the bidder fails to appear for the presentation, he shall be disqualified for this tender.*	• Qualified bidders shall be called for presentation (Assessment to be based on a note covering all requirements as mentioned above, in this RFP & presentation made by the Bidder)	10	Presentation by the Bidder
E	**Proposed Resources**		**15**	
S. No	**Criteria Category**	**Evaluation Criterion**	**Max Marks**	**Supporting Documents Required**
E1	Proposed Resources for Design, Development, migration, Implementation, Operation and maintenance Phase *(All the proposed resources shall be full time employee of the Bidder)*	• Project Manager (3 Marks) • Technical Lead / Solution / Enterprise Architect (2 Marks) • Cloud Architect (2 Marks) • System & Storage Administrator (2 Mark) • Network Administrator (2 Mark) • Security Expert (2 Mark) • Database Administrator (2 Mark)	15	• List of proposed resources highlighting designation, type of employment, educational qualification, experience, etc. • Certificate from the Head of HR Department

8   Scope of work

8.1   Introduction

The Government of Goa is inviting proposals from Ministry of Electronics and Information Technology (MeitY) empanelled Cloud Service Providers (CSPs) to assist with the migration of approximately 130+ websites, 22+ applications, and digital services currently hosted on the NIC-Goa Mini Cloud. With the NIC Goa Mini-Cloud services expiring in March 2025, it is critical to ensure a seamless transition of these resources to an approved cloud environment to maintain service continuity and enhance operational scalability.

This RFP seeks to engage qualified vendors capable of providing reliable, secure, and cost-effective migration solutions in line with the Government of Goa's operational needs. MeitY-approved vendors are invited to submit their technical and financial proposals to support this transition.

8.2   Overview of Scope for Cloud Services

The selected CSP will be responsible for the following key tasks:

1. **Assessment & Planning**
   o   Conduct a thorough assessment of the current NIC Mini Cloud setup for the identified websites/applications/services.
   o   Develop a detailed migration plan covering each step, from data extraction and transfer to testing and go-live.

2. **Migration of Services**
   o   Migrate the identified services in a secure, efficient, and compliant manner.
   o   Ensure that data integrity, security, and operational performance are maintained or enhanced post-migration.

3. **Testing & Validation**
   o   Conduct testing to ensure that all services operate as expected in the new cloud environment.
   o   Identify and address any issues that may arise during migration to prevent future service disruptions.

4. **Documentation & Training**
   o   Provide comprehensive documentation detailing the migration process, configurations, and any new protocols.
   o   Conduct training sessions for relevant Government staff on managing and maintaining the new cloud environment w.r.t. their hosted websites/applications/services.

Bidder shall be responsible for below mentioned activities but not limited to:

1. The bidder shall be responsible for the Migration process
2. Bidder shall meet and maintain minimum downtime and high availability (99.9999%) targets for the entire contract duration. During the change/migration from NIC Mini Cloud to CSP Environment there should not be any data loss. There shall be asynchronous replication of data between NIC Mini Cloud and CSP Environment and the bidder shall be responsible for sizing and providing the replication to meet the requirements.

3. Bidder has to demonstrate successful Go-Live.
4. Bidder should also consider additional/buffer storage space considering future requirements.
5. If Bidder is conducting any updates/modifications activity on the cloud, the prior intimation to be given to DITE&C and all the concerned Government entities, by keeping in mind that downtime should not exceed as agreed.
6. The bidder should offer switchover and switchback of individual applications instead of entire system. Any lag in data replication should be clearly visible in dashboard and alerts of same should be sent to respective authorities.
7. Bidder shall provide access of web console/dashboard to DITE&C/its representative to monitor the SLA and availability of resources.
8. Bidder shall provide minimum 100 mbps private dedicated link/bandwidth connectivity between NIC Mini-Cloud and CSP premise/Data Centre during Migration process, where data is going to be hosted with unlimited upload and download of data.
9. Bidder shall be responsible for provisioning, securing, monitoring, and maintaining the hardware, network(s), licenses, and software that support the infrastructure and present Virtual Machines (VMs) and IT resources to DITE&C. Bidder shall be responsible for the security of the "guest" Operating System (OS) and any additional software including the applications running on the guest OS.
10. Bidder should ensure base minimum security in data & network or likewise which shall include data & network security, Anti-Virus, Virtual Firewall, Multi Factor Authentication, VPN, IPS, Log Analyzer / Syslog, SSL, DDOS Protection, HIDS / NIDS, Rights Management, SIEM, Integrated Vulnerability Assessment, SOC, Private Virtual Zones, Data Privacy, Data Encryption, Certifications & Compliance, Authentication & Authorization, and Auditing & Accounting. Bidder shall also be able to meet any new security requirements as specified by CERT-In (http://www.cert- in.org.in/)
11. Bidder services shall be in compliance to Cloud Security ISO Standard, ISO 27017:2015, Privacy Standard ISO 27018:2014, ISO 27001:2013, ISO 27001:2022 and all relevant standards.
12. Implement industry standard storage strategies and controls for securing data in the Storage Area Network so that clients are restricted to their allocated storage.
13. Deploy public facing services in a zone (DMZ) different from the application services. The Database nodes (RDBMS) should be in a separate zone with higher security layer.
14. Bidder shall create non-production environments and segregate (in a different VLAN) nonproduction environments from the production environment such that the users of the environments are in separate networks
15. There should be sufficient compute, network and storage capacity offered/available for near real time provisioning (as per the SLA requirement) during any unanticipated spikes in the user load.
16. Ability to integrate fully with the Government of India approved Certificate Authorities to enable the Government Departments use the Digital Certificates/Digital Signatures.

17. The respective Government Department 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.
18. The respective Government Department retains ownership of all virtual machines, templates, clones, and scripts/applications created for the department's application. The respective

Government Department retains the right to request (or should be able to retrieve) full copies of these virtual machines at any time.

19. The respective Government Department retains ownership of Department loaded software installed on virtual machines and any application or product or website that is deployed on the Cloud by the respective Government Department.

20. The respective Government Department shall be provided access rights (including the underlying secure connection) to the user administration / portal of cloud services to have visibility into the dashboard, SLAs, management reports, etc. provided by the Cloud Service Provider.

21. CSP shall not provision any unmanaged VMs for the applications.

22. CSPs shall provide interoperability support with regards to available APIs, data portability etc., for the Government Department 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.

23. CSP shall provide dedicated DR facility for all the hosted websites/applications on their platform.

24. Should adhere to the ever evolving guidelines as specified by CERT-IN (http://www.cert-in.org.in/)

25. Should adhere to the relevant standards published (or to be published) by MeitY or any standards body setup / recognized by Government of India and notified to the CSP by MeitY as a mandatory standard.

26. Bidder shall be responsible for all costs associated with implementing, assessing, documenting, operating and maintaining the empanelment.

27. The empaneled cloud service offerings must comply with the additional guidelines / standards (applicable for the Empaneled Cloud Service Offerings) as and when such guidelines / standards are published by MeitY at no additional cost to retain the empanelment status.

28. Bidder shall provide a self-service/orchestration platform and training related to it, so that DITE&C representative/team can provision IT resources like virtual machines, storage volume, archival data as per their requirement.

8.3   Detailed Scope of Work for Cloud Services

8.3.1   Resource Management

1. Adequately size the necessary compute, storage and other cloud services required, building the redundancy wherever necessary into the architecture and load balancing to meet the service levels.

2. While the initial sizing & provisioning of the underlying infrastructure may be carried out based on the information provided in the RFP, subsequently, it is expected that the Bidder, 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, memory, and storage as per the performance requirements of the Cloud solution and meet the SLAs using the auto-scaling features (through an user-friendly dashboard) provided by the CSP.

3. In addition to auto-scaling, for any major expected increase in the workloads, carry out the capacity planning in advance to identify & provision, where necessary, the additional capacity to

meet the user growth and/or the peak load requirements to support the scalability and performance requirements of the Cloud solution.

4. 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 of DITE&C. The Service Provider shall provide the necessary details including the sizing calculations, assumptions, current workloads & utilizations, expected growth/demand and any other details justifying the request to scale up or scale down.

8.3.2   Virtual Machine Requirements

1. The service shall be available online, on-demand and dynamically scalable up or down per request for service from the end users (Government Department or Government Department's nominated agencies) with two factor authentication via the SSL through a web browser.

2. Service shall provide auto-scalable, redundant, dynamic computing capabilities of virtual machines

3. Service shall allow Government Department authorized users to procure and provision computing services or virtual machine instances online with two factor authentication via the SSL through a web browser

4. Service shall allow users to securely and remotely load applications and data onto the computing or virtual machine instance from the SSL VPN clients only as against the public internet

5. Perform an Image backup of Customer VM Image information or support the ability to take an existing running instance or a copy of an instance and export the instance into a Government Department's approved image format

6. Configuration and Management of the Virtual Machine shall be enabled via a Web browser over the SSL VPN clients only as against the public internet

7. In case of suspension of a running VM, the VM shall still be available for reactivation for reasonable time without having to reinstall or reconfigure the VM for the Government Department solution. In case of suspension beyond a reasonable time, all the data within it shall be immediately deleted / destroyed and certify the VM and data destruction to the Government Department as per stipulations and shall ensure that the data cannot be forensically recovered.

8. The bidder shall ensure that VMs receive OS patching, health checking, Systematic Attack Detection and backup functions.

9. Monitor VM up/down status and resource utilization such as RAM, CPU, Disk, IOPS and network

10. CPU (Central Processing Unit) - CPU options shall be provided as per the requirement.

11. Provide hardware or software based virtual load balancer Services (VLBS) through a secure, hardened, redundant CSP Managed Virtual Load Balancer platform.

12. Provide hardware or software based virtual load balancing as a service to provide stateful failover and enable Customers to distribute traffic load across multiple servers.

13. Operating System (OS)

  - Service shall support one or more of the major OS such as Windows, LINUX.

  - Management of the OS processes and log files including security logs retained in guest VMs;

- Provide anti-virus protection;
- Provide OS level security as per CSP standard operational procedures as defined in the Information Security Controls for Cloud Managed Services and supporting documentation;

14. Persistence
    - Persistent Bundled Storage is retained when the virtual machine instance is stopped or
    - Non-Persistence – Non-Persistence Bundled Storage is released when the virtual instance is stopped. If quoting Non-Persistence VM, the CSP shall provide VM Block storage

15. RAM reserved for virtual machine instance or Computing supporting as per the requirement. Memory (RAM) requirement should be different for different type of servers such as web servers and database servers.

16. Government Department retains the right to request full copies of these virtual machines at any time.

17. Government Department retains ownership of Department loaded software installed on virtual machines and any application or product that is deployed on the Cloud by the Government Department.

18. Support a secure administration interface - such as SSL/TLS or SSH - for the Government Department designated personnel to remotely administer their virtual instance

19. Provide the capability to dynamically allocate virtual machines based on load, with no service interruption

20. Provide the capability to copy or clone virtual machines for archiving, troubleshooting, and testing

21. Cloud Service provider should offer fine-grained access controls including role based access control, use of SSL certificates, or authentication with a multi-factor authentication.

22. Cloud service should support auditing with features such as what request was made, the source IP address from which the request was made, who made the request, when it was made, and so on.

23. Government Department should be permitted to bring and upload additional properly licensed non-operating system software for operation in cloud as required for the Government Department solution for use within the Services by installing it directly on a VM.

24. Provide facility to configure virtual machine of required vCPU, RAM and Disk.

25. Provide facility to use different types of disk like SAS, SSD based on type of application.

8.3.3 Cloud Storage Service Requirements

1. The service shall be available online, on-demand, and dynamically scalable up or down per request for service from the end users (Government Department or Government Department's nominated agencies) with two factor authentication via the SSL through a web browser.

2. Service shall provide scalable, redundant, dynamic storage

3. Service shall provide users with the ability to procure storage with two factor authentication via the SSL through a web browser and manage storage capabilities remotely via the SSL VPN clients as against the public internet.

4. Data Transfer Bandwidth: Bandwidth utilized to transfer files/objects in/out of the providers'

infrastructure without hampering the cloud services

5. There shall not be any additional costs associated with data transfer over and above the ordinary bandwidth charges, or for bulk transfer for Government Departments.

8.3.4 Data Management

1. Manage data isolation in a multi-tenant environment.
2. The CSP should provide tools and mechanism to the Government Department or its appointed agency for defining their backup requirements & policy.
3. The CSP should provide tools and mechanism to the Government Department or its appointed agency for configuring, scheduling, performing and managing back-ups and restore activities (when required) of all the data including but not limited to files, folders, images, system state, databases and enterprise applications in an encrypted manner as per the defined policy.
4. Transfer data back in-house either on demand or in case of contract or order termination for any reason whatsoever
5. Provide and implement security mechanisms for handling data at rest and in transit.
6. Bidder shall not delete any data at the end of the agreement (for a minimum period of 90 days beyond the expiry of the Agreement) without the approval of the State Government/Department.
7. When the State or CSP (with prior approval of the state Government) scales down the infrastructure services, CSP is responsible for deleting or otherwise securing Government Department's Content/data prior to VM deletion and in case deleted, shall ensure that the data cannot be forensically recovered.

8.3.5 LAN / WAN Requirements

1. Local Area Network (LAN) shall not impede data transmission.
2. Provide a redundant local area network (LAN) infrastructure and static IP addresses or "private" non-internet routable addresses from CSP pool.
3. Ability to deploy VMs in multiple security zones, as required for the project, defined by network isolation layers in the Customer's local network topology
4. Provide private connectivity between a Government Department's network and Data Centre facilities by coordinating with Purchasers ISP, NIC
5. IP Addressing:
   - Provide IP address assignment, including Dynamic Host Configuration Protocol (DHCP).
   - Provide IP address and IP port assignment on external network interfaces.
   - Provide dedicated Virtual Private Network (VPN) connectivity.
   - Allow mapping IP addresses to domains owned by the Government Department, allowing websites or other applications operating in the cloud to be viewed externally as Government URLs and services.
6. Provide infrastructure that is IPv6 compliant.
7. CSP shall support for providing the secure connection to the Data Centre and Disaster Recovery Centre (where applicable) from the Government Department Offices.
8. The data centre and Disaster Recovery centre facilities (where applicable) should support

connection to the Wide Area Network through high bandwidth links of appropriate capacity to take care of the needs of various types of user entities. Provision has to be made for segregation of access path among various user categories.

9. Support dedicated link to the offices of the Government Department to access the data centre and a separate internet link for the other external stakeholders to get access to Government Department services/websites/applications.

10. Support network level redundancy from two different service providers, alternate routing paths facilitated at ISP backbone, redundant network devices etc. These two network service providers should not share same back end infrastructure. Redundancy in security and load balancers, in high availability mode, will be provided to facilitate alternate paths in the network

8.3.6   Monitoring Performance and Service Levels

1. 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

2. Reviewing the service level reports, monitoring the service levels and identifying any deviations from the agreed service levels

3. Monitoring of service levels, including availability, uptime, performance, application specific parameters, e.g. for triggering elasticity, request rates, number of users connected to a service, detecting and reporting service level agreement infringements

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

8.3.7   Usage Reporting and Billing Management

1. Track system usage and usage reports

2. Monitoring, managing and administering the monetary terms of SLAs and other billing related aspects

3. Provide the relevant reports including real time as well as past data/information/reports to validate the billing and SLA related penalties

8.3.8   Backup

1. Configure, schedule, monitor and manage backups of all the data including but not limited to files, images and databases as per the policy finalized and provided by DITE&C and concerned Department.

2. Restore from the backup whenever required and requested by DITE&C or concerned Department

8.3.9   Business Continuity Services

Provide business continuity services in case the primary site becomes unavailable.

8.3.10 Support for third party audits

Enable the logs and monitoring as required to support for third party audits.

8.3.11 Miscellaneous

1. 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.

2. DITE&C selected MSP shall interface with the Cloud Service Provider(s) on behalf of DITE&C for all activities including monitoring the reports (e.g., usage, security, SLA,), raising (or escalating) tickets / incidents and tracking the same to resolution.

8.3.12 Regular Reporting and Support to DITE&C

1. Bidder should provide training to DITE&C nominated officials/personnel on the usage of Console and any other technical aspect for monitoring of project.

2. Bidder shall implement the audit & compliance related cloud services to enable DITE&C to monitor the provisioned resources, performance, resource utilization, and security compliance:

   - Availability of the cloud services being used
   - Summary of alerts that are automatically triggered by changes in the health of those services.
   - Summary of event-based alerts, providing proactive notifications of scheduled activities, such as any changes to the infrastructure powering the cloud resources
   - Reports providing system-wide visibility into resource utilization, application performance, and operational health through proactive monitoring (collect and track metrics, collect and monitor log files, and set alarms) of the cloud resources
   - Auto-scaling rules and limits
   - In case of any un-authorized access, the Agency should provide logs of all user activity within an account, with details including the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters, and the response elements returned by the cloud service. This is required to enable security analysis, resource change tracking, and compliance auditing
   - Report of all of the provisioned resources and view the configuration of each.
   - Summary of notifications, triggered each time a configuration changes
   - Incident Analysis in case of any un-authorized configuration changes.
   - Summary of alerts with respect to security configuration gaps such as overly permissive access to certain compute instance ports and storage buckets, minimal use of role segregation using identity and access management (IAM), and weak password policies
   - Summary of security assessment report that identifies the possible improvements (prioritized by the severity) to the security and compliance of applications deployed on cloud
   - Report on upcoming planned changes to provisioning, either possible optimizations, if any, indicating how the underutilized services can be reduced to optimize the overall spend, or required enhancements (e.g., upgrade to additional storage) to meet the service levels defined in the RFP.
   - Summary of resource usage in a console and the charging/billing quarterly on basis of pay per

use

8.3.13   Patch & Configuration Management

Manage the instances of storage, compute instances, and network environments. This includes department-owned & installed operating systems and other system software that are outside of the authorization boundary of the CSP. Bidder is also responsible for managing specific controls relating to shared touch points within the security authorization boundary, such as establishing customized security control solutions. Examples include, but are not limited to, configuration and patch management, protecting data in transit and at rest, host firewall management, managing credentials, identity and access management, and managing network configurations

8.3.14   User Administration

1. 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.
2. Administration of users, identities and authorizations, properly managing the root account, as well as any Identity and Access Management (IAM) users, groups and roles they associate with the user account
3. Implement Multi-Factor Authentication (MFA) for the root account, as well as any privileged Identity and Access Management accounts associated with it

8.3.15   Server Security & HIPS

1. The server security solution should support stateful Inspection Firewall solution, Anti-Malware, Deep Packet Inspection with HIPS, Integrity Monitoring and recommended scan in single agent for physical, virtual and cloud instances. Latest security standards shall be followed.
2. The server Security solution should provide automatic recommendations against existing vulnerabilities, dynamically tuning IDS/IPS sensors (Eg: Selecting rules, configuring policies, updating policies, etc.) and provide automatic recommendation of removing assigned policies if vulnerability no longer exists
3. The server Solution should have an intuitive rule creation and modification interface which has the ability to include or exclude files using wildcards filenames, control over inspection of sub-directories, and other features. Solution should have pre and post execution machine learning and Ransomware Protection in behavior Monitoring.
4. The Server Security Host based IPS should support virtual patching both known and unknown vulnerabilities until the next scheduled maintenance window.
5. Should support prevention against script based attacks used to deliver malware such as ransomware
6. The server security solution should protect against Distributed DoS attack and solution should have the ability to lock down a computer (prevent all communication) except with management server.
7. The Server security HIPS solution should not have the need to provision HIPS Rules from the Policy Server as the Rules should be automatically provisioned and recommended according to

vulnerabilities.

8. The Server Security solution should support pre-defined lists of critical system files for various operating systems and/or applications (web servers, DNS, etc.) and support custom rules as well.

8.3.16 Security Administration

1. Appropriately configure the security groups in accordance with the standard networking policies.
2. Regularly review the security group configuration and instance assignment in order to maintain a secure baseline.
3. Secure and appropriately segregate / isolate data traffic/application by functionality using DMZs, subnets etc.
4. Ensure that the cloud infrastructure and all systems hosted on it are properly monitored for unauthorized activity.
5. Properly implementing anti-malware and host-based intrusion detection systems on their instances, as well as any required network-based intrusion detection systems in accordance with the standard, CERT-In, Meity and DITE&C Security policies.
6. Conducting regular vulnerability scanning and penetration testing of the systems, as mandated by standard Security policies.
7. Review the audit logs to identify any unauthorized access to the DITE&C and other Department owned systems, data, etc.

8.3.17 Legal Compliance Requirements

1. Meet the ever evolving security requirements as specified by CERT-In, Meity and DITE&C.
2. All services acquired under this application document including data will be guaranteed to reside in India only. Even DR location provided by the CSP should be located in India.
3. There shall not be any legal frameworks outside Indian Laws applicable to the operation of the service.
4. CSP shall be prepared to submit the necessary artifacts and the independent verification within the timeframe determined by State once the guidelines & standards are published by Cert-in/State.
5. CSP is responsible for all costs associated with implementing, meeting, assessing, documenting and maintaining the empanelment/ providing the service.
6. If the CSP fails to meet the guidelines & standards as set by State, the state reserves the right to terminate the contract and request to move to a different CSP that meets the mandatory guidelines & standards at no additional cost to state. The Exit Management provisions shall come into effect in such a scenario.
7. CSP shall not publish or disclose in any manner, information, without the State's written consent, the details of any safeguards either designed or developed by the CSP under the agreement or otherwise provided by the state.
8. CSP shall adhere to the privacy safeguards as laid down by CERT-In, State and Central Government, DPDPA 2023, etc.
9. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of any non-public Government data

collected and stored by the CSP, the CSP shall afford the state or its nominated agency access to the CSP's facilities, installations, technical capabilities, operations, documentation, records, and databases.

10. If new or unanticipated threats or hazards are discovered by either the State or any Government Department, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of CERT-In and the other concerned party.

8.3.18 Change Management

1. Basic scope of work shall be as per the complete requirements as detailed in this RFP document.
2. Any change in scope of work shall be handled by the CSP under the supervision of Composite Team/DITE&C.
3. Any change/addition/deletion in scope shall be mutually agreed between DITE&C and CSP.
4. DITE&C may at any time, by a written order can make changes to the current scope of the work with the mutual agreement with CSP.
5. Any such changes resulting in increase or decrease in cost or time lines of any part of the work under the contract, an equitable adjustment shall be made in the contract value / time schedule or both and the contract shall be amended accordingly.
6. Any claims by the CSP for adjustment under this clause must be ascertained on priority from the date of receipt of the change order from DITE&C.
7. A Change Advisory Board (CAB) shall be formed comprising of following members:
    a. Department of IT, Electronics & Communications official
    b. CSP official
    c. Any other appointed agency/member by DITE&C
8. CAB shall be responsible to give any recommendation on changes proposed by CSP/DITE&C.

8.3.19 Security Audit (Website and applications)

1. During the migration of the websites/applications, the concerned Department shall carry out security audit of their respective websites/applications.

2. The cost towards security audit shall be borne by the concerned Department.

3. The concerned Department may carry out security audit through the selected Meity empanelled CSP by paying the necessary cost directly to the CSP for the security audit.

8.4 Support in Migration of existing applications, websites and data to Cloud Service Provider:
1. Design the To-Be architecture for deployment on Cloud along with the Day-1 requirements.
2. Provision the necessary compute, storage, and other necessary cloud services on the cloud to host the applications/websites.
3. Provide support to DITE&C, NIC and its designated officials in migration of the applications/websites from the existing infrastructure to the cloud infrastructure as per the defined To-Be architecture. The migration shall also include the migration of underlying data & files from the current database(s) / storage into the database(s) / storage on the cloud.

Note: The ownership of the Purchaser's Content related to Application, Databases etc., at any point of time during the contract or expiry or termination of the contract, shall rest with Purchaser and associated Government Department, Goa.

8.5 Roles & Responsibilities

8.5.1 Cloud Service Provider (CSP)

Following are the responsibilities of the CSP but not limited to:

- CSP shall be responsible for provisioning the underlying system software, licenses and cloud services for deployment and hosting of all the Client applications on the Cloud Infrastructure

- CSP shall be responsible for adequately sizing the necessary compute, memory, and storage required, building the redundancy into the architecture (including storage) and load balancing to meet the service levels mentioned in the RFP

- CSP shall coordinate with DITE&C for hosting of applications, websites and migration of data to the proposed cloud environment.

- CSP shall be responsible for provisioning the necessary compute, memory, and storage as per the recommendations of the Composite Team by DITE&C

- For any additional software procured, the CSP shall provide the Annual Technical Support (ATS) from the CSP/OEM during the entire period of the contract.

- CSP shall provide Infrastructure-as-a-Service (IaaS) with the required operating system.

- CSP shall be responsible for overall co-ordination and all ongoing operations.

- CSP shall report to Project Manager or Deputy Director appointed by DITE&C /Composite Team for entire contract duration.

8.5.2 DITE&C /Composite Team

Following are the responsibilities of DITE&C /Composite Team

- Shall assist CSP for data migration from existing NIC MINI CLOUD to CSP Environment

- Shall assist CSP for getting all the necessary details from NIC MINI CLOUD operation team

- Shall assist to resolve all the concerns reported by CSP in a time bound manner

- Participate in all scheduled project activities, attend scheduled meetings and promptly respond to new meeting requests, requests for information, technical support or other necessary communication activities;

- Any coordination or permits required for performing works in the project area;

- Shall assist in obtaining necessary permits or permissions for any activities requiring outside authorization;

- Timely acquisition of required technical data from the existing service provider;

- Obtaining any new, changed, or updated operational information necessary for the CSP to

configure and initialize the system; and

- Purchaser shall have dedicated access to all virtual machines, templates, clones, and scripts/applications created for various applications, wesbites, any user created/loaded data and applications hosted on CSP's infrastructure and maintains the right to request (or shall be able to retrieve) full copies of these virtual machines at any time.

8.5.3 DITE&C nominated MSP (Managed Service Provider) and TPA (Third Party Auditor)

- Overall Project Management and Monitoring to ensure conformity to Industry Specific standards.
- Weekly Status/ fortnight/monthly Reports for the works of the selected CSP including progress, issues, risks, support required etc.
- Shall ensure conformity to designated standards and specifications through Quality Control and Assurance
- Shall be responsible for change Control Management to ensure consistent integration between the Design and Implementation.
- Shall be responsible for Overall governance and co-ordination
- TPA selected by DITE&C shall be responsible for SLA calculation and payment recommendation on the basis of system generated reports
- Shall be responsible for Final acceptance testing.

8.6 Exit Management / Transition-Out Services

Continuity and performance of the Services at all times including the duration of the Agreement and post expiry of the Agreement is a critical requirement of DITE&C. It is the prime responsibility of Bidder to ensure continuity of service at all times of the Agreement including exit management period and in no way any facility/service shall be affected/degraded. Responsibilities of the Bidder with respect to exit management / transition-out services include:

1. Provide a comprehensive exit management plan
2. Provide necessary handholding and transition support for any other service provider to ensure the continuity and performance of the services to the complete satisfaction of DITE&C
3. Ensure that all the documentation required for smooth transition including configuration documents are kept up to date
4. Migration of the VMs, data, content and any other assets to the new environment created by DITE&C or any Agency (on behalf of DITE&C) on alternate cloud service provider offerings to enable successful deployment and running of the applications / websites on the new infrastructure by providing a mechanism to Department for the bulk retrieval of large amounts of data, scripts, software, virtual machine images, and so forth using secure appliances into and out of the CSP's cloud without incurring high network costs, long transfer times and security concerns
5. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest with DITE&C only
6. Ensure that all the documentation required by DITE&C for smooth transition including configuration history are and all such logs are handed over to DITE&C during the exit management

process.

7. Shall not delete any data at the end of the agreement (for a maximum of 90 days beyond the expiry of the Agreement) without the express approval of DITE&C. DITE&C shall pay for the cost for retaining the data as per the prices discovered in the commercial bid

8. Once the exit process is completed, remove the DITE&C 's data, content and other assets from the cloud environment and certify that the VM, Content and data deletion to DITE&C

9. There shall not be any additional costs associated with the Exit / Transition-out process other than the cost of cloud services utilized for such transition. The managed services cost to support the exit management / transition should be factored in the commercial bid of the bidder

10. Train and transfer the knowledge to the DITE&C team to ensure smooth continuity and performance of the Services post expiry of the Agreement

9 Proposed draft Implementation Plan, Payment Schedule and Deliverables

S. No.	Activity / Task	Timelines (Months)	Deliverables / Milestone	Payment Milestone	Penalty
1.	Project Award and Contract Signing between DITE&C and successful Bidder	Project Start Date =T0			
2.	Performance Bank Guarantee (PBG)	T0 + 0.5 (15 days)	Performance Bank Guarantee (PBG) for the Project Term	-	-
3.	Team Deployment for the following: • Project Planning • Resource Scheduling • Development, Migration plan, Implementation & Maintenance approach	T0 + 0.5 (15 days)	• Final Project Plan • Project Inception Report	-	-
4.	Provisioning of Cloud Services and Migration of Applications, websites & Data	T0 + 2	Successful Provisioning of Cloud Services and Migration of all in-scope (existing and new) applications, websites along with the Data	30% of Cost Quoted for One Time Cost	5% of invoices of One Time Cost amount as mentioned in column "Payment milestones"
5.	Operational Acceptance Testing (Go-Live)	T0 + 3	• Successful Operational Acceptance Testing • Submission of Exit Management plan	70% of Cost Quoted for One Time Cost	10% of invoices of One Time Cost amount as mentioned in column "Payment milestones"
	Operations &	(T0 + 4) to	Satisfactory delivery of		As per SLA

6.	Maintenance Costs – Quarterly Payments (The first quarterly payment will be due on completion of first quarter from the Date of Successful Operational Acceptance Testing)	(T0 + 60) months (After effective Go-Live)	the services for each month. The final O&M payment will be made on successful transition completion.	Equated Monthly Installments calculated for monthly cloud services (Recurring Cost/Cloud Pay per usage). **To be payable quarterly at the end of each quarter after deductions of SLA penalties.**	calculations, reports.

Note:

For all the activities mentioned above related to the implementation, delay of initial 5 days and every subsequent delay of 5 days will attract an additional penalty of 5% and default ceiling would be overall penalty of 30% after which DITE&C reserves right to terminate the contract.

10   Annexures - I: Service Level Agreement

10.1 Purpose

1. The purpose of Service Levels is to define the levels of service provided by the Cloud Service Provider ("CSP") to Department of Information Technology Electronics & Communications ("Client") for the duration of the contract. The benefits of this are:
   a. Help the Client control the levels and performance of CSP's services.
   b. Create clear requirements for measurement of the performance of the system and help in monitoring the same during the Contract duration.
2. The Service Levels are between the Client and CSP.

10.2 Service Level Agreements & Targets

a. This section is agreed to by Client and CSP as the key performance indicator for the project.
b. The following section reflects the measurements to be used to track and report system's performance on a regular basis.

General Principles of Service Level Agreements

a. Service Level Agreement (SLA) shall become the part of the Contract between the Client and the CSP. SLA defines the terms of CSP's responsibility in ensuring the timely delivery of the services and the correctness of the services based on the agreed performance indicators as detailed in this section.

b. The CSP shall comply with the SLAs to ensure adherence to project quality and availability of services throughout the duration of the Contract. For the purpose of the SLA, definitions and terms as specified in the document along with the following terms shall have the meanings set forth below:

    I. "Total Time" – Total number of hours in a quarter being considered for evaluation of SLA performance.

    II. "Total Downtime" – Time period for which the specified services/components/system are not available in the concerned period, being considered for evaluation of SLA, which shall exclude downtime owing to Force Majeure and reasons beyond control of the CSP.

    III. "Scheduled Maintenance Time" – Time period for which the specified services/components/system with specified technical and service standards are not available due to scheduled maintenance activity. The CSP shall seek at least 20 days' prior written approval from the Client for any such activity. The scheduled maintenance shall be carried out during non-peak hours and shall not exceed one (1) hour and not more than four (4) times in a year.

    IV. "Uptime" – Time period for which the specified services are available in the period being considered for evaluation of SLA.

    V. "Incident" – Any event/abnormalities in the service/system being provided that may lead to disruption in regular/normal operations and services to the end user.

    VI. "Response Time" – Time elapsed from the moment an incident is reported to the Helpdesk either manually or automatically through the system to the time when a resource is assigned for the resolution of the same.

    VII. "Resolution Time" – Time elapsed from the moment incident is reported to the Helpdesk either manually or automatically through system, to the time by which the incident is resolved completely and services as per the Contract are restored.

    VIII. Latency: Latency may address the storage and the time when the data is placed on mirrored storage.

    IX. Maximum Data Restoration Time: refers to the committed time taken to restore cloud service customer data from a backup.

    X. Recovery Point Objective (RPO): It is the maximum allowable time between recovery points. RPO does not specify the amount of acceptable data loss, only the acceptable time window. RPO affects data redundancy and backup.

    XI. Recovery Time Objective: It is the maximum amount of time a business process may be disrupted, after a disaster, without suffering unacceptable business consequences.

Cloud services can be critical components of business processes.

XII. Availability of Reports (Reports such as Provisioning, Utilization Monitoring Reports, User Profile Management etc.)

XIII. Penalty shall be applied for each criteria individually as per downtime of each applicable component and then added together for the total penalty for a particular quarter.

10.3 Service Levels Monitoring

1. The Service Level parameters shall be monitored on a quarterly basis. Penalties associated with performance for SLAs shall be made after deducting from applicable payments of the quarter or through the Performance Bank Guarantee.

2. As part of the Project requirements, CSP shall supply and make sure of appropriate system (software/hardware) to automate the procedure of monitoring SLAs during the course of the Contract and submit reports for all SLAs as mentioned in this section. This software along with any system specific software shall be used by the CSP for monitoring and reporting these SLAs. The Client reserves the right to test and audit these tools for accuracy and reliability at any time. If at any time during the test and audit the accuracy and reliability of tools shall be found to be compromised, the Client reserves the right to invoke up to double the penalty of the respective quarterly phase.

3. The CSP will endeavor to exceed these levels of service wherever possible.

4. CSP undertakes to notify the Client of any difficulties, or detrimental/adverse findings as soon as possible once they are identified.

5. CSP will provide a supplemental report on any further information received, as soon as the information becomes available.

6. CSP will take instruction only from authorized personnel of the Client.

7. In case issues are not rectified to the complete satisfaction of Client, within a reasonable period of time defined in the RFP, the Client shall have the right to take appropriate remedial actions including liquidated damages, applicable penalties, or termination of the Contract.

8. For issues i.e. breach of SLAs beyond control of the CSP, the CSP shall submit a justification for the consideration of the Client. In case it is established that the CSP was responsible for such breach, respective penalty shall be applied to the CSP.

10.4 Measurements & Targets

10.4.1 Operations Phase SLAs for cloud services

These SLAs shall be used to evaluate the performance of the services post the Implementation Phase and during the operations Phase. These SLAs and associated performance shall be monitored on a quarterly basis. Penalty levied for non-performance as per SLA shall be deducted through subsequent payments due from the Client or through the Performance Bank Guarantee.

The Scheduled Maintenance Time shall be agreed upon with the Client as per the definition given as part of this section of the Contract.

S. No.	Service Level Objective	Measurement	Target Service Level	Penalty
1.	Availability/Uptime of cloud services and Resources for CSP's Infrastructure	Availability (as per the definition in the SLA) will be measured for each of the underlying components (e.g., VM, Storage, OS, VLB, Security Components, orchestration layer, virtualization layer) provisioned in the cloud. Measured with the help of SLA reports provided by MSP/TPA	<99.95% & ≥ 99.5%	2.5% of Quarterly Payment
			< 99.5% & ≥ 99%	5% of Quarterly Payment
			Subsequently, every 0.5% drop in SLA criteria	Additional 2.5% of Quarterly Payment till event of default and termination
2.	Availability of Critical Services (e.g., Register Support Request or Incident; Provisioning / De-Provisioning; User Activation / De-Activation; User Profile Management; Access Utilization Monitoring Reports)	Availability (as per the definition in the SLA) will be measured for each of the critical services over both the User / Admin Portal and APIs (where applicable)	Availability for each of the critical services over both the User / Admin Portal and APIs (where applicable) >= 99.5%	Default on any one or more of the services on either of the portal or APIs will attract penalty as Indicated below. <99.5% and >= 99% (5% of the quarterly Payment) <99% and >= 98% (10% of quarterly Payment)
			Subsequently, every 0.5% drop in SLA criteria	Additional 2.5% of Quarterly Payment till event of default and termination
3.	Availability of Regular Reports indicating the compliance to the Provisional Empanelment Requirements as mentioned in RFP	Timely submission of Reports	Reports shall be submitted every month (first calendar day).	2.5% of Quarterly Payment shall be penalized for delay of every 15 days post submission day.

4.	Provisioning and De-provisioning of Virtual Machines	Per occurrence.	Within Week of occurrence / reported	0.5% of Quarterly Payment for every one hour of delay beyond target time. To the maximum capping of 5 hours. Beyond 5 hours, 1% of the quarterly payment for every 1 hour.
5.	Data Security, Data Privacy Incident or Data Breach, Data Mining and Management Reporting – Percentage of timely incident resolutions	Measured as a percentage of defined incidents against the cloud service that are resolved within a predefined time limit (quarter) over the total number of defined incidents to the cloud service within a predefined period (quarter). Measured from Incident Reports Incident Resolution - CSP shall resolve the raised incidents within 1 hour after acknowledgement otherwise additional penalties shall be applicable.	<95% and ≥ 90% within 1 hour	5% of Quarterly Payment
			<90% and ≥ 85% within 1 hour	10% of Quarterly Payment
			Subsequently, every 5% drop in SLA criteria	Additional 5% of Quarterly Payment till event of default and termination
			<95% and ≥ 90% more than 1 hour	10% of Quarterly Payment
			<90% and ≥ 85% more than 1 hour	15% of Quarterly Payment
			Subsequently, every 5% drop in SLA criteria	Additional 5% of Quarterly Payment till event of default and termination

			No breach	For each breach/data theft/data corruption/data mining issue/privacy breach, penalty will be levied as per following criteria. Any security incident detected INR 20 Lakhs. This penalty is applicable per incident. These penalties will not be part of overall SLA penalties cap per quarter. In case of serious breach of security wherein the data is stolen, mined, privacy breached or corrupted, Client reserves the right to terminate the contract.
6.	Security and Privacy breach including Data Theft / Loss/ Corruption/Mining	Any incident where in system compromised, privacy breached, data is corrupted, data is mined or any case wherein data theft occurs (including internal incidents) impacting business operations in a major way		
7.	Meeting Recovery Time	Measured during the regular planned or unplanned (outage) changeover from DC to DRC or vice versa.	As per project requirement mentioned in scope of work section.	In case of serious breach, Client reserves the right to terminate the contract.

8.	Availability of the network links at DR	Availability (as per the definition in the SLA) will be measured for each of the network links provisioned in the cloud.	Availability for each of the network links: ≥ 99.5%	No Penalty
			<99.5 and ≥ 99%	5% of quarterly payment
			<99 and ≥ 98.5%	10% of quarterly payment
			<98.5 and ≥ 95%	15% of quarterly payment
			<95%	Additional 2% of quarterly payment for every drop of 5%

10.4.2 Helpdesk/Issue Resolution Related SLAs

Helpdesk/Issue Resolution related SLA's will come into picture when CSP Cloud environment gets disturbed by a planned/unplanned maintenance activity.

Severity of Helpdesk and issue response and resolution related SLAs will be as per following:

1. **Critical:** In case more than 1 physical server are down threatening business continuity (VMs on the physical server are not accessible and not working and multiple applications are affected) which is attributable to the Cloud Solution implemented by the CSP, it shall be considered as a Critical incident.

2. **High:** In case 1 physical server is down causing high impact on business operations (VMs on physical server are not accessible/not working (few applications are affected) which is attributable to the cloud solution implemented by CSP.

3. **Medium:** In case an essential functionality of the Cloud solution (like VM availability) becomes unavailable in the Live Cloud environment which is not actually hampering the live services of the Cloud but may impact the services if not attended immediately will be termed as medium.

4. **Low:** The incidents would be termed as low, which does not have any significant impact on the Cloud service delivery (little or no impact on business entity). Eg: a) A minor problem or question that does not affect the software function:

   a. An error in software product Documentation that has no significant effect on operations; or
   b. A suggestion for new features or software product enhancement.

Response Time: The response time for all types of Help Desk services incidents shall be preferably less than 30 min.

Severity	Basis	Resolution Time	Penalty
		<1 Hour	No Penalty

Critical	Per Incident	>1 Hour and ≤ 2 Hours	1% of Quarterly Payment for every unresolved call
		>2 Hours and ≤ 3 Hours	Additional 1.5% of Quarterly Payment for every unresolved call till event of default and termination
		> 3 Hours	Additional 2% of Quarterly Payment till event of default and termination
High	Per Incident	<1.5 Hour	No Penalty
		>1.5 Hours and ≤2.5 Hours	1% of Quarterly Payment for every unresolved call
		>2.5 Hours ≤ 3.5 Hours	Additional 1.5% of Quarterly Payment for every unresolved call till event of default and termination
		> 3.5 Hours	Additional 2% of Quarterly Payment till event of default and termination
Medium	Per Incident	<4 Hours	No Penalty
		>4 Hours ≤ 8 Hours	0.5% of Quarterly Payment for every unresolved call
		> 8 Hours	Additional 1% of Quarterly Payment till event of default and termination
Low	Per Incident	<1 Day	No Penalty
		>1 Day ≤ 5 Days	0.5% of Quarterly Payment for every unresolved call
		> 5 Days	Additional 1% of Quarterly Payment till event of default and termination

10.4.3 Note of above

Downtime calculated shall not include:

1. Negligence or other conduct of DITE&C or its agents, including a failure or malfunction resulting from applications or services provided by DITE&C or its System Integrators;

2. Failure or malfunction of any equipment or services not provided by the CSP.

However, it shall be the responsibility of the CSP to prove that the outage is attributable to DITE&C. The CSP shall obtain the proof authenticated by the DITE&C 's official that the outage is attributable to the DITE&C.

10.5 Reporting Procedures

CSP representative shall prepare and distribute Service level performance reports in a mutually agreed format within in the **first fifteen (15) days of subsequent Quarter**. The reports shall include **"actual versus target"** Service Level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports shall be distributed to Client management

personnel as directed by Client.

Also, CSP may be required to get the Service Level performance report audited by a Third Party Auditor appointed by the Client. CSP payment and associated penalties shall be subjected to reports submitted by TPA.

10.6   Service Level Change Control

10.6.1 **General**

It is acknowledged that this **Service levels may change as Client's business needs evolve over the course of the contract period.** As such, this document also defines the following management procedures:

1. A process for negotiating changes to the Service Levels

2. An issue management process for documenting and resolving particularly difficult issues.

3. Client and CSP management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.

4. Any changes to the levels of service provided during the term of this Agreement shall be requested, documented and negotiated in good faith by both parties. Either party can request a change.

Service Level Change Process: The parties may amend Service Level by mutual agreement in accordance. Changes can be proposed by either party. Unresolved issues shall also be addressed. CSP's representative shall maintain and distribute current copies of the Service Level document as directed by Client. Additional copies of the current Service Levels shall be available at all times to authorized parties.

Version Control / Release Management: All negotiated changes shall require changing the version control number. As appropriate, minor changes may be accumulated for periodic release or for release when a critical threshold of change has occurred.

11   Annexure - II: Manpower Details

The Bidder should furnish the project team details such as the qualifications, experience, certification and other details as per format given below (Annexure – III – Form: A.13) along with detailed CVs as per the format specified in Annexure – III – Form: A.12

S. No .	Role	Name of the Resource	Qualifications	Relevant Certifica tions	Total IT Experience (Years)	Experience in the Proposed Role (Years)	Compliance – Yes/No

Note: *It is mandatory that the resource proposed for the Project Manager position/role should not change till the Go-Live of the* Migration process

Manpower/Resource requirements for setting-up of Migration process on Cloud during

implementation phase

S. No.	Role	Quantity
1.	Project Manager	1
2.	Technical Lead/Solution/ Enterprise Architect	1
3.	Cloud Architect	1
4.	System & Storage Administrator	1
5.	Network Administrator	1
6.	Security Expert	1
7.	Database Administrator	1

Manpower/Resource requirements for setting-up of Migration process on CSP Cloud during O&M phase

S. No.	Role	Quantity
1.	Project Manager	1
2.	Cloud Engineer	5

Note:

- Above mentioned manpower details is the minimum requirement and will be considered for evaluation purpose for this project. However, bidder at his discretion may assign higher count of resources for successful execution and implementation of this project.

- All resources shall report to DITE&C or any other appointed agency by DITE&C during entire contract duration. A dedicated resource shall be deployed at DITE&C premises for day to day support during the entire contract period/duration.

a.   **Project Manager**

S. No.	Description	Weightage*	Compliance (Yes/No)
1.	B.E. or B. Tech. with MBA or equivalent / M.E. or M.Tech / MCA or higher degree from a recognized university	25 % (Mandatory)	
2.	PMP/Prince 2 certified	25 % (Mandatory)	
3.	12 years of experience in IT infrastructure	20 % (Mandatory)	
4.	8 years of experience in Data Centre / Disaster Recovery/ Cloud	30 % (Mandatory)	
5.	Responsible for the overall Contract performance and should not serve in any other capacity under this Contract		

6.	Knowledge of organizing, planning, directing, program management methodologies and coordinating the overall responsibilities		
7.	Knowledge of the principles and methodologies associated with program management and expert in use of program management tools		

Note: *It is presumed that Project Manager has considerable and reasonable executing powers to take informed decisions for smooth delivery of the Project*

b.   Technical Lead/Solution/ Enterprise Architect

S. No.	Description	Weightage*	Compliance (Yes/No)
1.	B.E. or B. Tech. with MBA or equivalent / M.E. or M.Tech / MCA or higher degree from a recognized university	30 % (Mandatory)	
2.	Respective CSP Certified Professional or equivalent certification where Data is going to be hosted	30 % (Mandatory)	
3.	10 years of experience in IT infrastructure	15 % (Mandatory)	
4.	7 years of experience in Data Centre / Disaster Recovery/ Cloud	25%	
5.	Should not serve in any other capacity under this Contract	(Mandatory)	

c.   Cloud Architect

S. No.	Description	Weightage*	Compliance (Yes/No)
1.	B.E./B. Tech./MCA or higher degree from a recognized university	20 % (Mandatory)	
2.	Respective CSP Certified Solution Architect where DR is going to be hosted	20 % (Mandatory)	
3.	8 years of experience in IT infrastructure	10 % (Mandatory)	
4.	5 years of experience in Cloud solution designing	20%	
5.	Knowledge of migration of data from On-premise/Cloud to Cloud		
6.	Worked in 2 project of migration of cloud	15 %	
7.	Knowledge of design and implementation of Cloud		
8.	Worked on 2 projects as solution architect for design and implementation of Cloud	15 %	

d.   **System & Storage Administrator**

S. No.	Description	Weightage*	Compliance (Yes/No)
1.	B.E./B. Tech./MCA or higher degree from a recognized university	20 % (Mandatory)	
2.	Certification in Storage Administration	15 % (Mandatory)	
3.	Certification in Administration Operating System (Server/ Enterprise)	15 %	
4.	8 years of experience in IT infrastructure	10 % (Mandatory)	
5.	7 years of experience in Storage Administration	10 %	
6.	7 years of experience in System Administration	10 %	
7.	Worked in implementation of 2 projects of On-premise/cloud to cloud migration	10 %	
8.	Worked in 2 projects of implementation of Cloud	10 %	
9.	Knowledge of backup software like NetVault/ Network/ Netbackup		

e.   **Network Administrator**

S. No.	Description	Weightage*	Compliance (Yes/No)
1.	B.E./B. Tech./MCA or higher degree from a recognized university	25 % (Mandatory)	
2.	OEM Certified Professional or equivalent certifications	15 % (Mandatory)	
3.	Certification from any CSP	10 %	
4.	8 years of experience in IT infrastructure	10 % (Mandatory)	
5.	7 years of experience in Network Administration	20%	
6.	Worked in implementation of 2 projects of On-premise/Cloud to Cloud migration	10 %	
7.	Worked in 2 projects of implementation of Cloud	10 %	
8.	Knowledge of Networking concepts, switching, routing, QoS, OSPF, BGP, NAT, Virtual Networks, Net Flow, etc.		

f.   **Security Expert**

S. No.	Description	Weightage*	Compliance (Yes/No)
1.	B.E./B. Tech./MCA or higher degree from a recognized university	25 % (Mandatory)	
2.	Certified Security Professional with one of the certification, namely, a) ECSA b) CEH c) CISA d) CISSP e) OEM certification in security	25 % (Mandatory)	
3.	8 years of experience in IT	10 % (Mandatory)	
4.	7 years of experience in Security Administration	20%	
5.	Worked in implementation of 2 projects of On-premise/Cloud to Cloud migration	10 %	
6.	Worked in 2 projects of implementation of Cloud	10 %	
7.	Knowledge of configuration, operations, troubleshooting and resolution of network security appliances such as firewall, IPS, IDS, DDoS, SIEM, Anti-Virus, Patch Management, Application Firewall, etc.		

g.   **Database Administrator**

S. No.	Description	Weightage*	Complied (Yes/No)
1.	B.E./B. Tech./MCA or higher degree from a recognized university	25 % (Mandatory)	
2.	Certification in Database Administration	15 % (Mandatory)	
3.	Certification in Administration Operating System (Server/ Enterprise)	10 %	
4.	8 years of experience in IT	10 % (Mandatory)	
5.	7 years of experience in Database Administration	20%	
6.	Worked in implementation of 2 projects of On-premise/Cloud to Cloud migration	10 %	
7.	Worked in 2 projects of implementation of Cloud	10 %	
8.	Experience of installation, configuration, Management, troubleshooting and Monitoring of Windows/ Linux/ Unix based Database servers and related Operating Systems		

Note:

Marks for "Proposed Resources" of Technical Evaluation

h.   Cloud Engineer

S. No.	Description	Compliance (Yes/No)
1.	B.E./B. Tech./MCA or higher degree from a recognized university	
2.	Respective CSP Certified Professional or equivalent certification where Data is going to be hosted	
3.	Minimum 5 years of IT experience out of which 2 years as cloud engineer in government/enterprise domain	
4.	Must have sound knowledge of cloud infrastructure and cloud migration experience	
5.	Should have experience on cloud projects	
6.	Must have completed at least 2 Cloud migration projects	

12   Annexure - III: Forms

12.1   Form A.1: Participation in Pre-Bid conference (Company Letter head)

To,

The Director,
Department of Information Technology Electronics & Communications
2nd floor, IT HUB, Altinho, Panaji-Goa. 403001

Sub: Request for permission to attend the Pre-bid meeting related to RFP for Selection of Cloud Service Provider for migration of applications/websites/services to CSP Environment

Dear Sir,

The following persons from our organization shall attend the pre-bid conference with reference to the RFP circulated by your organization, for "Selection of Cloud Service Provider for Migration process of applications/websites to CSP Environment".

We request you to permit these people to attend the pre-bid conference at DITE&C, as representatives of our organization.

S. No.	Name of the Representative	Designation	Name of the Organization

Note: *Maximum 2 representatives per organization.*

Yours sincerely,

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Location:_____ Date: _____

12.2   Form A.2: Request for Clarification / Pre-bid queries

Bidders requiring specific points of clarification may submit queries online on eProcurement portal in MS excel or MS word documents only using the following format:

Bidder's Request for clarification / pre-bid queries				
Name of Organization submitting request		Name & position of person submitting request	Full address of the Organization including phone, fax and email of Focal point of contact	
			Tel:	
			Fax:	
			Email:	
S. No.	RFP Document Reference(s)		Content of RFP requiring Clarification	Points of clarification Required
	Section Number	Page Number		
1.				
2.				

Note: The name of the organization and the date shall appear in each page of such as document/email in the header or footer portion.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____Date: _____

12.3   Form A.3: Eligibility Criteria Cover Letter (Company Letter head)

To,

The Director,
Department of Information Technology Electronics & Communications
2nd floor, IT HUB, Altinho, Panaji-Goa. 403001

Sub: Submission of the response to the RFP No ……….. dated …………. for Selection of Cloud Service Provider for Migration process of applications/websites/services on CSP Environment.

Dear Sir,

We, the undersigned, offer to provide Cloud Solutions for the Migration process in response to the Request for Proposal No. ………….. dated ………. for "Selection of Cloud Service Provider for migration process of applications/websites/services on CSP Environment". We are hereby submitting our Proposal, which includes this Eligibility Criteria, Technical Bid and the Commercial Bid in separate covers.

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

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

We agree to abide by all the terms and conditions of the RFP and related corrigendum(s)/addendum(s). We would hold the terms of our bid valid for 180 days as stipulated in the RFP.

We hereby declare that as per RFP requirement, we have not been black-listed/debarred by any Central/State Government during last five (5) years.

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

Yours sincerely,
Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Location:_____Date: _____

12.4   Form A.4: Eligibility Criteria Compliance Checklist

S. No.	Criteria Category	Documentary Evidence	Compliance (Yes/No)	Proposal Reference (Page No.)
Eligibility Criteria for the Cloud Service Provider (CSP)				
1	The Bidder should be registered under Companies Act, 1956 or as amended or a LLP firm/Partnership firm under Partnership Act 1932. The Bidder should have an average annual turnover as per table under clause 7.1 of the RFP and positive net-worth for the last five financial years with at least 10 years of Operations in India as on bid submission date.			
2	As on bid submission date, the bidder must have on its roll technically qualified professionals in the ICT domains i.e. Cyber security, networking, system software, systems integration, storage, cloud solution, Database administrators who have prior experience in Cloud migration and Data Center Infrastructure maintenance services.			
	The Bidder should have experience of executing CSP projects in India. At least one (1) project should have been completed/ongoing for any State/PSU/Central Government Institution per business area in the following **"Cloud Migration Activity"** during the last 7 years as on bid submission date. **Cloud Migration Activity**: 1. A project where scope covers Application / websites / Data Migration Services (excluding supply of IT Infrastructure, software & licenses and any application design and development) with			

3	minimum value of INR 5 Crore 2. Supply, Design, Installation, Operations and Maintenance of networking equipment, storage backup equipment, servers and cyber-security (excluding auxiliary infrastructure such as desktops, printers, UPS, scanner)			
4	The Bidder should compulsorily possess following certifications: - ISO 27001:2013/ ISO 27001:2022 for Information Security Management System - ISO 9001:2008 / ISO 9001:2015 for Quality Management System OR ISO 20000:2011 for IT Service Management			
5	The Bidder should not have been black-listed/debarred by any Central/State Government as on bid submission date (during last five (5) years).			
6	Specific Power of Attorney in favor of Authorized Signatory signing the bid and Board Resolution in favor of person granting the Power of Attorney (on Non-judicial stamp paper of INR 100/- or such equivalent amount and document duly notarized), who shall sign the Contract Agreement.			
7	The CSP shall be MeitY empaneled & STQC audited as per Ministry of Electronics and Information Technology (MeitY) as on bid submission date.			

12.5 Form A.5: Turnover and Networth Certificate

S. No.	Financial Year	Annual Turnover (INR Crores)	Average Annual Turnover (INR Crores)
1.	Financial Year		
2.	Financial Year		
3.	Financial Year		
4.	Financial Year		
5.	Financial Year		

Note: The audited Financial Statements for the corresponding year have to be enclosed.

S. No.	Financial Year	Net Worth (INR Crores)
1.	Financial Year	
2.	Financial Year	
3.	Financial Year	
4.	Financial Year	
5.	Financial Year	

Note: The audited Financial Statements for the corresponding year have to be enclosed.

Name of the auditor issuing the certificate:

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

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

12.6   Form A.6: Conflict of Interest (Company Letter head)

To,

The Director,
Department of Information Technology Electronics &
Communications (DITE&C)
2nd floor, IT HUB, Altinho, Panaji-Goa. 403001

Sub: Undertaking on Conflict of Interest regarding the RFP for Selection of Cloud Service Provider for Migration of applications/websites/services on CSP Environment.

Dear Sir,

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

We undertake and agree to indemnify and hold DITE&C harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by DITE&C and/or its representatives subjected to the **Limitation of the Bidder's Liability towards the Purchaser**, if any such conflict arises later.

Yours sincerely,
Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Location: _____ Date: _____

12.7 Form A.7: Format for Power of Attorney executed in favor of the Authorized Signatory

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

(To be executed by Bidder on Non – judicial stamp paper of INR 100/-or such equivalent amount and document duly attested by notary public)

Know all men by these presents, We, *[Insert full legal name of the bidding entity]*, having registered office at *[Insert registered office address]* (hereinafter referred to as the "Principal") do hereby constitute, nominate, appoint and authorize *[Insert full name of authorized signatory]* son of *[Insert father's name]* presently residing at *[Insert address of authorized signatory]* who is presently employed with us and holding the position of *[Insert position/designation of the authorized signatory]* as our true and lawful attorney (hereinafter referred to as the "Authorized Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to the submission of our proposal in response to the RFP bearing number DITE&C/XXXX/XX for Selection of Cloud Service Provider for Migration of applications/websites on CSP Environment dated XX/XX/2025, 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 Department (hereinafter referred to as the "DITE&C"), representing us in all matters before DITE&C, signing and execution of all contracts and undertakings/declarations consequent to acceptance of our Proposal and generally dealing with DITE&C in all matters in connection with or relating to or arising out of our Proposal for the said assignment and/or upon award thereof to us till the execution of appropriate Agreement/s with DITE&C . And, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Attorney pursuant to and in exercise of the powers conferred by this deed of Power of Attorney and that all acts, deeds and things done by our said Authorized Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by us.

IN WITNESS THEREOF WE, _____THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF   ...., 2025

For_____

(Signature, name, designation and address)
[Please put company seal if required]
[Notarize the signatures]

Witness 1:	Witness 2:
Name:	Name:
Designation:	Designation:
Address:	Address:
Signature:	Signature:

12.8 Form A.8: Technical Bid Cover Letter (Company Letter head)

To,

The Director,
Department of Information Technology, Electronics &
Communications (DITE&C)
2nd floor, IT HUB, Altinho, Panaji-Goa. 403001

Sub: Submission of response to the RFP No ………. Dated…….. for Selection of Cloud Service Provider for Migration of applications/websites/services on CSP Environment.

Dear Sir,

We, the undersigned, offer to provide Cloud Solutions in response to the Request for Proposal No. …………. dated …………… for "RFP for Selection of Cloud Service Provider for Migration of applications/websites/services on CSP Environment.". We are hereby submitting our Proposal, which includes Eligibility Criteria cum Technical Bid and the Commercial Bid in separate covers.

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

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

We agree to abide by all the terms and conditions of the RFP and related corrigendum(s)/addendum(s). We would hold the terms of our bid valid for 180 days as stipulated in the RFP.

We hereby declare that as per RFP requirement, we have not been black-listed/debarred by any Central/State Government during last five (5) years.

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

Yours sincerely,
Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Location: _____ Date: _____

12.9   Form A.9: Technical Bid Compliance Checklist

S. No	Criteria Category	Documentary Evidence	Compliance (Yes/No)	Proposal Reference (Page No.)
A	**Bidder's profile**			
A1	**Average Annual Turnover** Average annual turnover over the last five financial years			
A2	**Manpower** Full time employees on payroll of the bidder working in the business unit providing "IT/ITeS" and Cloud services as on bid submission date			
B	**Project Experience**			
B1	The Bidder should have experience in Application / Data Migration Services (excluding supply of IT Infrastructure, software & licenses and any application design and development) with minimum value of INR 5 Crore during the last five (5) years as on bid submission date. *At least one (1) project shall be completed/ongoing for any State/PSU/Central Government Institution during last five (5) years as on bid submission date, failure to which, shall lead to non-consideration of any project in this category*			

S. No	Criteria Category	Documentary Evidence	Compliance (Yes/No)	Proposal Reference (Page No.)
C	**CSP's Profile**			
C1	The Bidder should possess following certifications: - ISO 27001:2013/ ISO 27001:2022 for Information Security Management System - ISO 9001:2008 / ISO 9001:2015 for Quality Management System - ISO 20000:2011 for IT Service Management			
D	**Approach and Methodology**			
D1	Solution Proposed			
D2	Presentation (mandatory) ***Note:*** *If the bidder fails to appear for the presentation, he shall be disqualified for this tender.*			
E	**Proposed Resources**			
E1	Manpower Resources for Design, Development, Migration, Implementation, Operation and maintenance Phase ***Note:*** *All the proposed resources shall be full time employee of the Bidder.*			

12.10 Form A.10: Approach, Methodology & Solution with Work Plan and Staffing Schedule

A description of the Approach, Methodology & Solution with work plan and staffing schedule for performing the assignment, including a detailed description of the proposed methodology.

Suggested structure of your Technical Proposal:

a) **Approach, Methodology & Solution Proposed:** *{Please explain your understanding of the objectives of the assignment as outlined in the Scope of Services, the technical approach, the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the Scope of Services in here.}*

b) **Work Plan:** *{The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the Scope of Services and ability to translate them into a feasible working plan. The work plan should be consistent with the Work Schedule Form.}*

c) **Staffing Schedule:** *{Please describe the structure and composition of your team, including the list of all Experts and relevant technical and administrative support staff}*

<u>Note</u>: *Please enclose detail for category a, b and c separately (to be provided by the bidder in their own format)*

12.11 Form A.11: Format for Project Citation / Case Studies

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

Note: * indicates documents requirement for International projects

12.12 Form A.12: CV Format for proposed Project Team

1.	**Proposed Position**				
2.	**Name of Firm**				
3.	**Name of Expert**				
4.	**Citizenship**				
5.	**Education**				
6.	**Membership in Professional Associations** (Professional Certifications)				
7.	**Countries of Work Experience**				
Language Skills		**Language**	**Read**	**Write**	**Speak**
(mark Excellent/ Good/ Average)		English			
		Hindi			
		<Add language>			
8.	**Employment Records**				
From:		To:			
Employer:					
Position Held:					
From:		To:			
Employer:					
Position Held:					
From:		To:			
Employer:					
Position Held:					
From:		To:			
Employer:					
Position Held:					
9.	**Work Undertaken That Best Illustrates Capability To Handle The Tasks Assigned**				
Project Name					
Year					
Location					
Client					
Main project Features					
Position Held					
Activities Performed:					
Expert's contact information					
e-mail:					
Phone:					
Certification:					
I, the undersigned, certify that to the best of my knowledge and belief that					
• This CV correctly describes my qualifications and my experience					
• I was not part of the team who wrote the Scope of Work for this RFP					
• I understand that any willful mis-statement described herein may lead to my disqualification or dismissal, if engaged					
Name of Expert:		**Signature**		**Date:**	

12.13 Form A.13: Format for Manpower Details

S. No.	Role	Name of Resource	Qualification	Overall Experience (Years)	Relevant Experience In respective role (Years)	Compliance (Yes / No)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						

12.14 Form A.14: Commercial Bid Letter (Company Letter Head)

To,

The Director,
Department of Information Technology, Electronics &
Communications (DITE&C)
2nd floor, IT HUB, Altinho, Panaji-Goa. 403001

Sub: Selection of Cloud Service Provider for Migration of applications/websites/services on CSP Environment.

Ref: **RFP No: ……….. dated ……………..**

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of "RFP for Selection of Cloud Service Provider for Migration of applications/websites/services on CSP Environment" do hereby propose to provide services as specified in the RFP No: ………….. dated …………………

I. **PRICE AND VALIDITY**
   a. All the prices mentioned in our Bid are in accordance with the terms & conditions as specified in the RFP. The validity of bid is 180 days from the date of opening of the RFP.
   b. We are an Indian Firm and do hereby confirm that our Tender prices include all taxes. However, all the taxes are quoted separately under relevant Sections.
   c. We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other Corporate Tax is altercated under the law, we shall pay the same.

II. **UNIT RATES**
   We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the Scope of Work under the Contract.

III. **DEVIATIONS**
   We declare that all the services shall be performed strictly in accordance with the RFP irrespective of whatever has been stated to the contrary anywhere else in our bid.
   Further we agree that additional conditions, if any, found in our bid documents, shall not be given effect to.

IV. **EARNEST MONEY DEPOSIT (EMD)**

   We have enclosed an EMD in the form of Refundable & Irrevocable Bank Guarantee for a sum of Rupees 1,00,000/- only. This EMD is liable to be forfeited in accordance with the provisions of the Section 4 – Instruction to the Bidders.

V.   TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

VI.   QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information / documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

VII.   BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These prices are indicated in Annexure -III: Forms (Form A.15 – Commercial Bid Format) attached with our Tender as part of the Tender.

VIII. PERFORMANCE BANK GUARANTEE BOND

We hereby declare that in case the Contract is awarded to us, we shall submit the Performance Bank Guarantee bond in the form prescribed in Form A.16.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

We confirm that no Technical deviations are attached here with this commercial offer.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

12.15 Form A.15: Commercial Bid Format (Company Letter head)

12.15.1 Table A: Summary of Total (One Time Cost + OPEX)

S. No.	Description	Schedule	Total Price (INR) incl. of all taxes
1.	One time Cost	Table B: Total (X)	
2.	OPEX (Maintenance cost for total 5 years)	Total (for 1- 5 years)	
3.	**Grand Total (Bid Value)**		

Note:

1. *The Bid Value shall be inclusive of all the installation, migration, commissioning, testing and any other in-scope activity price that might be incurred by the Bidder for the performance of the contract*

2. *OPEX cost shall be valid for a period of 5 years that shall include helpdesk services, running cost of the cloud and for entire management and maintenance of the cloud as per the terms & conditions of this RFP.*

3. *One-time cost shall be paid once the entire migration is successfully carried out which shall be certified by Third Party Audit agency or by the departmental committee.*

4. *OPEX cost shall be paid on quarterly basis once the invoice is submitted by the CSP and approved by the TPA and committee appointed by this Department based on the agreed SLA terms and conditions. Deductions (if any) shall be applicable as per the terms and conditions of the RFP and signed contract.*

5. *Purchaser reserves the right to utilize remaining allotted resources to it as per the requirement under section 13.1 below as and when need arises. Once the migration is completed and if space remains available, the selected bidder shall utilize this space for new requests received from various Government Departments/Corporations/Autonomous Bodies for hosting their websites/applications.*

6. *Purchaser reserves the right to extend its requirement beyond the specified RFP requirement i.e. over and above 2.5 times requested resources requirement at the same quoted rates under this RFP or rates at that particular instance; whichever is lower.*

Yours sincerely,
Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Location:_____ Date: _____

12.15.2 Table B: One Time Cost (for migration of websites, applications, services from NIC-Goa Mini-cloud to selected CSP environment)

S. No.	Description	Price (INR) (excluding Taxes)	Rate of Duty/ Tax/ Govt. Levy etc. as applicable at the time of bid submission (%)	Total Tax (INR)	Total Price (INR)
		A	B (%)	C=A*B	T=A+C
1.	One time cost of Cloud Configuration				
2.	Migration Services for existing applications/websites/services (Refer section 13.1 for details)				
3.	One time implementation Cost (Manpower)				
4.	Any other one-time costs with description				
5.	**Total (X)**				

Note:

1. *Any item/ material either hardware or software required to meet the functionality specified in the tender document whose related component is missing in the above table has to be accounted for by the Bidder and the price of the same is assumed to be reflected and taken care in the price specified to the Client by the Bidder in this commercial bid. The Client is liable only to pay the Contract price as per the payment terms mentioned in the RFP to meet all the requirements as specified in the RFP*

2. *As of now, migration is required for 130 websites and 22 applications as per the details mentioned under section 13.1 below. In view of the growing user base per day and the quantum of data generated, approximately 200+ websites and 50+ applications shall be considered for hosting in the next 5 years. Hence, price needs to be evaluated considering this buffer of additional websites/applications/services.*

12.15.3 Table C: For over and above migration/hosting/special request received from other State Departments/Corporations/Autonomous Bodies not covered under existing website/application/service migrations from NIC-Goa mini cloud. The cost shall include hosting and maintenance for a period of 5 years.

S. No.	Description	Specification		Qty.	Unit of Measurement	Indicative max proposed duration of Usage (Not to be considered in unit Price, for reference only)	Unit Price (excluding taxes)	Total Price (excluding taxes))	Rate of Duty/ Tax/ Govt. Levy etc. as applicable at the time of bid submission (%)	Total Tax (INR)	Total Price (including taxes)
				A	-	B	C	D=A*C	E (%)	F = D*E	T=D+F
Compute Pricing											
		vCPU	RAM								
1.	Compute [Windows]	32	128	1	Per VM per Hour	5 years					
2.	Compute [Linux]	32	128	1	Per VM per Hour	5 years					
3.	Compute [Windows]	16	256	1	Per VM Per Hour	5 years					
4.	Compute [Linux]	16	256	1	Per VM Per Hour	5 years					
5.	Compute [Windows]	8	256	1	Per VM Per Hour	5 years					
6.	Compute [Linux]	8	256	1	Per VM Per Hour	5 years					
7.	Compute [Windows]	4	32	1	Per VM Per Hour	5 years					
8.	Compute [Linux]	4	32	1	Per VM Per Hour	5 years					
9.	Compute [Windows]	32	256	1	Per VM Per Hour	5 years					

10.	Compute [Linux]	32	256	1	Per VM Per Hour	5 years					
11.	Compute [Windows]	16	128	1	Per VM Per Hour	5 years					
12.	Compute [Linux]	16	128	1	Per VM Per Hour	5 years					
13.	Compute [Windows]	8	64	1	Per VM Per Hour	5 years					
14.	Compute [Linux]	8	64	1	Per VM Per Hour	5 years					
15.	Compute [Windows]	2	16	1	Per VM Per Hour	5 years					
16.	Compute [Linux]	2	16	1	Per VM Per Hour	5 years					
17.	Compute [Windows]	1	4	1	Per VM Per Hour	5 years					
18.	Compute [Linux]	1	4	1	Per VM Per Hour	5 years					
19.	Compute [Windows]	2	8	1	Per VM Per Hour	5 years					
20.	Compute [Linux]	2	8	1	Per VM Per Hour	5 years					
21.	Compute [Windows]	8	64	1	Per VM Per Hour	5 years					

22.	Compute [Linux]	8	64	1	Per VM Per Hour	5 years					
23.	Compute [Windows]	8	32	1	Per VM Per Hour	5 years					
24.	Compute [Linux]	8	32	1	Per VM Per Hour	5 years					
25.	Compute [Windows] + Oracle	32	256	1	Per VM Per Hour	5 years					
26.	Compute [Windows] +MSSQL	32	256	1	Per VM Per Hour	5 years					
27.	Compute [Windows] +MYSQL	32	256	1	Per VM Per Hour	5 years					
28.	Compute [Linux]+ Oracle	32	256	1	Per VM Per Hour	5 years					
29.	Compute [Linux]+ MSSQL	32	256	1	Per VM Per Hour	5 years					
30.	Compute [Windows]+IBM DB2	32	256	1	Per VM Per Hour	5 years					
31.	Compute [Linux] +MSSQL	32	256	1	Per VM Per Hour	5 years					
32.	Compute [Windows] + Oracle	16	128	1	Per VM Per Hour	5 years					
33.	Compute [Windows] +MSSQL	16	128	1	Per VM Per Hour	5 years					

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34.	Compute [Windows] +MYSQL	16	128	1	Per VM Per Hour	5 years				
35.	Compute [Linux]+ Oracle	16	128	1	Per VM Per Hour	5 years				
36.	Compute [Linux]+ MSSQL	16	128	1	Per VM Per Hour	5 years				
37.	Compute [Windows]+IBM DB2	16	128	1	Per VM Per Hour	5 years				
38.	Compute [Linux] +MSSQL	16	128	1	Per VM Per Hour	5 years				
39.	Compute [Windows] + Oracle	8	64	1	Per VM Per Hour	5 years				
40.	Compute [Windows] +MSSQL	8	64	1	Per VM Per Hour	5 years				
41.	Compute [Windows] +MYSQL	8	64	1	Per VM Per Hour	5 years				
42.	Compute [Linux]+ Oracle	8	64	1	Per VM Per Hour	5 years				
43.	Compute [Linux]+ MSSQL	8	64	1	Per VM Per Hour	5 years				
44.	Compute [Windows]+IBM DB2	8	64	1	Per VM Per Hour	5 years				
45.	Compute [Linux] +MSSQL	8	64	1	Per VM Per Hour	5 years				

46.	Compute [Windows] + Oracle	4	32	1	Per VM Per Hour	5 years					
47.	Compute [Windows] +MSSQL	4	32	1	Per VM Per Hour	5 years					
48.	Compute [Windows] +MYSQL	4	32	1	Per VM Per Hour	5 years					
49.	Compute [Linux]+ Oracle	4	32	1	Per VM Per Hour	5 years					
50.	Compute [Linux]+ MSSQL	4	32	1	Per VM Per Hour	5 years					
51.	Compute [Windows]+IBM DB2	4	32	1	Per VM Per Hour	5 years					
52.	Compute [Linux] +MSSQL	4	32	1	Per VM Per Hour	5 years					
Storage & Caching Services											
53.	Additional SSD Block Storage (in GB)	1024 GB		1	Per GB per Month	5 years					
54.	Additional SSD Block Storage – Provisioned 5000 IOPS (in GB)	1024 GB		1	Per GB per Month	5 years					
55.	Additional HDD Block Storage (in GB)	128 GB		1	Per GB per Month	5 years					
56.	Object Storage (in GB)	100 GB		1	Per GB per Month	5 years					

57.	Cold Storage (in GB)	100 GB	1	Per GB per Month	5 years					
58.	Managed Cache	10 GB	1	Per GB per Month	5 years					
Network Services										
59.	Virtual Load Balancer	1	1	Per VLB per Month	5 years					
60.	Static Public IP	1	1	Per IP per Month	5 years					
61.	DNS Manager per DNS per Month	1	1	Per DNS per Month	5 years					
62.	Content Delivery Network	600 GB	1	Per GB per Month	5 years					
63.	IPSec VPN Connections	1	1	Per VPN per Month	5 years					
64.	Data Transfer (In)	50 GB	1	Per GB per Month	5 years					
65.	Data Transfer (Out)	50 GB	1	Per GB per Month	5 years					
Security Services										
66.	Virtual Firewall – Instance Level & Subnet Level	1	1	Per Firewall per Month	5 years					
67.	Anti-virus	1 VM	1	Per VM per Month	5 years					

68.	Host Intrusion Detection System / Network Intrusion Prevention System	1 VM	1	Per VM per Month	5 years					
69.	Web Application Firewall (Layer 7)	1	1	Per Month	5 years					
70.	DDoS Protection Service (Layer 3 & 4)	1	1	Per Month	5 years					
71.	Identity and Access Management	1	1	Per Month	5 years					
72.	Multifactor Authentication Service	1	1	Per Month	5 years					
73.	Server Side Encryption of data at rest	1	1	Per Month	5 years					
74.	Managed Threat Detection Service	1	1	Per Month	5 years					
75.	Security Incident Monitoring Services	1	1	Per Month	5 years					
Cloud Management & Monitoring Services										

76.	Cloud management & monitoring tool per dashboard – Service Health Dashboard – Personal Health Dashboard	1	1	Per Dashboard per Month	5 years					
77.	CPU, memory, and disk I./O metrics Utilization Monitoring Dashboards	1	1	Per Dashboard per Month	5 years					
78.	Audit Trail	1	1	Per Month	5 years					
	Network & Access Logs									
79.	Configuration Management	1	1	Per Month	5 years					
80.	Cloud Optimization Advisor	1	1	Per Month	5 years					
81.	Site Recovery Services	1	1	Per Month	5 years					

					5 years					
82.	Dedicated 100 mbps connectivity/link between NIC Network, GBBN and DR site with unlimited upload & download	1	1	Per Month						
Cloud Support Services										
83.	Access to Knowledge Centre: FAQs, Service Documentation, User Guides, Discussion Forums,	1	1	Lifetime	5 years					
	Reference Architectures									
84.	Support – (Select Basic / Developer / Business Support)	1	1	Per Month	5 years					
85.	Recurring Operation Cost (Manpower, if any)	1	1	Per Month	5 years					
86.	Any other				5 years					

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location:_____Date: _____

Note:

1. *The L1 bidder shall migrate the existing websites and application and completely utilize the space as per table provided under section 13.1.*

2. *There is a possibility that after the migration of the data (existing websites and applications) from NIC-Goa Mini Cloud Data Center to the selected CSP, this Department (DITE&C) may receive request from various other Government Departments/Corporations/Autonomous Bodies of the State Government to migrate their Application/Websites/Database to this selected CSP. There is a possibility that the Cloud resources may be fully utilized. In this case, the above indicative table shall be used to determine the price over and above the initial request of the space (as per NIC Mini-Cloud).*

3. *The initial maximum limit shall be 2.5 times of the existing resources. Please refer section 13.1 for more details.*

4. *The selected L1 bidder for this tender as per the submitted Financial bid shall match the L1 price quoted by other bidders in the above indicative table.*

5. *The State Government desires to keep data with a single CSP along with the DR site in order to carry out smooth transition and functioning of the data and its day to day operations.*

6. *Any item / material either hardware or software required to meet the functionality specified in the RFP document whose related component is missing in the above table has to be accounted for by the Bidder and the price of the same is assumed to be reflected and taken care in the price specified to the Purchaser by the Bidder in the financial bid*

7. *The Purchaser is liable only to pay the Contract price as per the payment terms mentioned in the RFP to meet all the requirements as specified in the RFP*

8. *The Bidder shall be paid as per actual consumption (duration of usage) of the items listed in the Table C given above plus as per the RFP terms and conditions. Bidder shall refer section 13.1 to get existing websites/applications/services resource utilization details.*

9. *The Bidder may add additional items (along with all other details of that item) in the above table C and make a comprehensive list of items/ components which the Bidder considers relevant based on the Bidders design to meet all the requirements of the RFP*

10. ***Table C above is indicative only*** *and is for the purpose of price discovery and evaluation so that the Client can pay as per pay-as-per-use model during consumption of cloud and managed services. Above table C does not aim to infer any commercial commitment by*

the Client to the Bidder for recurring cost and there shall be no minimum charges levied by the Bidder for this project.

11. *Unit Rates provided in Table C above shall be valid for entire duration of the Contract i.e. 60 months/5 years (63 months in total)*

12. *Bidder can modify the servers compute, RAM and cores provided in the table above with only same or higher specification/ configuration*

13. *Unit price shall be provided for the line items being proposed, wherever applicable*

14. *Purchaser reserve the right to increase decrease the items/ components and the Total Price will be adjusted accordingly with agreed terms and conditions.*

15. *Unit rate shall be subject to revision and negotiations (only reduction) every successive quarter during the course of the Contract and published pricing of the CSP shall be used as a base at the time of negotiations. If in case published prices of the CSP goes below the unit price offered in table above, the respective published price shall become the unit price.*

16. *Bidder shall comply with the overall terms and conditions of RFP.*

12.16 Form A.16: Performance Bank Guarantee

(To be issued by a Bank)

This Deed of Guarantee executed at ----------- by ———————— (Name of the Bank) having its Head/Registered office at ——————————— (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of Department of Information Technology Electronics & Communications (hereinafter called "DITE&C" which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

<Organization name > a company registered under Companies Act, 1956 or as amended or a LLP firm / Partnership firm under Partnership Act 1932 with registration number -------------------and having its Registered Office at------ , India (herein referred to as the" Cloud Service Provider" for setting-up of Migration process on CSP Environment for DITE&C, for the work order number ---- dated   issued by DITE&C, and selected < Organization name > (hereinafter
referred to as the Bidder) for the Contract by DITE&C as more specifically defined in the aforementioned Document including statement of work and the Contract executed between the DITE&C and Bidder. The Contract requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of INR ----/- (Rupees ------------------) by way of security for guaranteeing the due and faithful compliance of its obligations under the Contract.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we,_____Bank hereby guarantee as follows:

1. The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Contract, and fulfil its obligations there under

2. We, the Guarantor, shall, without demur, pay to DITE&C, an amount not exceeding of INR /- (Rupees) within 15 (Fifteen) days of receipt of a written demand therefore from DITE&C stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above

3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the DITE&C is disputed by the Bidder or not

4. The Guarantee shall come into effect from_____(Start Date) and shall continue to be in full force and effect till 6 months after the contract end date or till the receipt of a claim, from Department of Information Technology Electronics & Communications under this Guarantee, whichever is earlier. Any demand received by the Guarantor from DITE&C prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to DITE&C.

5. In order to give effect to this Guarantee, DITE&C shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents by DITE&C or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by DITE&C against the Bidder or forebear or enforce any of the terms and conditions of the Contract and we shall not be relieved from our obligations under this Guarantee on account of any

such variation, extension, forbearance or omission on the part of DITE&C or any indulgence by DITE&C to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged

7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____

8. The BG is enforceable at Goa, Goa

9. Notwithstanding anything contained herein:
    i. Our liability under this guarantee shall not exceed Rs. <Insert value in numbers > (Rupees *<insert value in Words>* only)
    ii. This bank guarantee shall be valid up to *<Insert Expiry Date>*
    iii. It is condition of our liability for payment of guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before *<Insert expiry date>* failing which our liability under this guarantee will automatically cease.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in-above written.

12.17 Form A.17: Non-Disclosure Agreement

(To be executed on Non – judicial stamp paper of INR 100/-or such equivalent amount and document duly attested by notary public)

[Bidder Name and Address]

Subject: Selection of Cloud Service Provider for setting-up of Migration process on CSP Environment

We write to confirm the agreed terms in respect of the confidentiality and non-disclosure of information that we will each, as a disclosing party, be making available to the other, as a receiving party.

Each party will be providing the other with access to certain information which has been designated as confidential information, and which relates to the business, clients, customers, products, methodologies and working practices of the disclosing party ("the Information"). This Information may be disclosed either in writing, orally (oral information to be confirmed in writing within 3 days of its disclosure) or by access to computer systems or data. In consideration for the disclosing party granting this access to the Information, the receiving party agrees that:

1. Subject to clause 7 below, the receiving party will keep the Information strictly confidential and will not disclose it to any third party (except as set out below) without the prior written consent of the disclosing party.
2. The Information will only be disclosed to those employees of the receiving party who need to know for the proper performance of their duties in relation to the project, and then only to the extent reasonably necessary. The receiving party will take appropriate steps to ensure that all employees to whom access to the Information is given are aware of its confidentiality and agree to be bound by restrictions no less onerous than the terms contained in this letter.
3. The Information disclosed to the receiving party will be used solely for the purpose of sharing technical and commercial information pertaining to the "Migration process of websites/applications/services on CSP Environment".
4. Each party will comply with the obligations set out herein and the obligation of the party shall terminate upon the earlier of (a) the expiry of sixty-three months from the date hereof, or (b) the execution of a definitive agreement between the parties in furtherance of the Purpose
5. The receiving party will establish and maintain reasonable security measures to provide for the safe custody of the Information and to prevent unauthorized access to it.
6. On the termination of the receiving party's involvement in the above project, and upon being requested to do so, the receiving party will either return the Information disclosed to it or destroy/ delete the same from its servers/ possession, including all copies thereof, within a reasonable period, subject only to the extent necessary for the maintenance of proper professional records. Such destruction has to be certified by the authorized officer of the company supervising the destruction.
7. The obligations set out above shall not apply to any Information which:
    a. is or becomes publicly available other than through a breach of this agreement;
    b. is already in the possession of the receiving party without any obligation of confidentiality;
    c. is obtained by the receiving party from a third party without any obligation of confidentiality;

      d. is independently developed by the receiving party outside the scope of this agreement; or

      e. the receiving party is required to disclose by any legal or professional obligation or by order of any regulatory authority.

8. The receiving party acknowledges that the disclosing party retains the copyright and all intellectual property rights in the Information and that the receiving party may not copy, adapt, modify or amend any part of the Information or otherwise deal with any part of the Information except with the prior express written authority of the disclosing party.

9. This agreement shall be governed by, and construed in accordance with, the laws of India and the High Court of Goa, Goa shall have exclusive jurisdiction.

We should be grateful if you would also acknowledge your agreement to these terms by signing the copy of this letter where indicated, and returning it to us.

Yours faithfully,

For Department of Information Technology Electronics & Communications

We agree to the above terms regulating the disclosure of the Information.

Name of the Official

Designation

For and on behalf of Bidder

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

12.18 Form A.18: Format for undertaking of for non-blacklisting

(To be executed on Non – judicial stamp paper of INR 100/-or such equivalent amount and document duly attested by notary public)

(*Insert Bidder Name*) have not been blacklisted/debarred by any Central/ State Government and also have not been under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Indian Central/ State Government in last five (5) years.

Authorized Signature: _____

Name and Title of Signatory: _____

Location:_____ Date: _____

13 Annexure - IV: Existing application/websites details currently hosted on NIC MINI CLOUD

13.1 List of websites/applications along with compute, storage details:

Please find the details of resources currently consumed by State Department Websites currently hosted at NIC Goa Mini-Cloud Data Centre.

Sr. No.	Department	Total No of VM's	Project URL	OS	Resource Allocation (vCPU| RAM| HDD)			
					vCPU	RAM	HDD	Additional Storage
1	Dept 1	4	Website 1	windows server	2	4	70	200
2			Website 2	windows server	2	4	70	100
3			Website 3	windows server	2	4	70	
4			Website 4	windows server	2	4	70	
5	Dept 2	1	Website 5	windows server	1	2	70	
6	Dept 3	2	Website 6	linux	1	4	70	
7			Website 7	linux	1	4	70	
8	Dept 4	1	Website 8	windows server	1	2	70	
9	Dept 5	2	Website 9	windows server	4	4	70	
10			Website 10	windows server	1	2	70	
11	Dept 6	2	Website 11	linux	2	4	70	
12			Website 12	linux	2	4	70	
13	Dept 7	1	Website 13	windows server	2	3	70	
14	Dept 8	1	Website 14	windows server	1	2	70	
15	Dept 9	2	Website 15	windows server	4	8	70	200
16			Website 16	windows server	2	4	70	
17	Dept 10	1	Website 17	windows server	6	8	70	150
18	Dept 11	1	Website 18	windows server	1	4	70	
19	Dept 12	1	Website 19	windows server	1	2	70	
20	Dept 13	1	Website 20	windows server	1	1	70	
21	Dept 14	1	Website 21	windows server	1	2	70	
22	Dept 15	1	Website 22	windows server	1	2	70	
23	Dept 16	1	Website 23	windows server	4	16	70	
24	Dept 17	1	Website 24	windows server	1	4	70	
25	Dept 18	1	Website 25	windows server	1	4	70	
26	Dept 19	1	Website 26	windows server	1	4	70	

27	Dept 20	1	Website 27	windows server	1	4	70	
28	Dept 21	1	Website 28	windows server	1	2	70	
29	Dept 22	1	Website 29	windows server	1	2	70	50
30	Dept 23	1	Website 30	windows server	1	4	70	50
31	Dept 24	1	Website 31	windows server	1	2	70	
32	Dept 25	2	Website 32	windows server	1	2	70	
33			Website 33	windows server	1	2	70	
34	Dept 26	1	Website 34	windows server	1	2	70	
35	Dept 27	1	Website 35	Linux	2	4	70	
36	Dept 28	1	Website 36	windows server	1	4	70	
37	Dept 29	1	Website 37	windows server	1	2	70	
38	Dept 30	2	Website 38	windows server	1	2	70	
39			Website 39	windows server	1	2	70	
40	Dept 31	1	Website 40	windows server	1	2	70	
41	Dept 32	1	Website 41	windows server	1	2	70	
42	Dept 33	1	Website 42	windows server	1	2	70	
43	Dept 34	1	Website 43	windows server	1	2	70	
44	Dept 35	1	Website 44	windows server	1	4	70	
45	Dept 36	1	Website 45	windows server	1	4	70	
46	Dept 37	1	Website 46	windows server	1	4	70	
47	Dept 38	1	Website 47	windows server	1	4	70	
48	Dept 39	1	Website 48	windows server	1	4	70	
49	Dept 40	1	Website 49	windows server	1	2	70	
50	Dept 41	1	Website 50	windows server	1	2	70	
51	Dept 42	1	Website 51	windows server	1	4	70	
52	Dept 43	2	Website 52	windows server	1	2	70	
53			Website 53	windows server	1	2	70	
54	Dept 44	1	Website 54	windows server	2	4	70	
55	Dept 45	1	Website 55	windows server	1	2	70	
56	Dept 46	1	Website 56	windows server	2	2	70	
57	Dept 47	1	Website 57	windows server	2	4	70	
58	Dept 48	1	Website 58	windows server	2	2	70	
59	Dept 49	1	Website 59	windows server	2	4	70	50
60	Dept 50	1	Website 60	windows server	1	4	70	
61	Dept 51	2	Website 61	linux	4	4	70	
62			Website 62	windows server	2	4	70	
63	Dept 52	1	Website 63	windows server	1	2	70	
64	Dept 53	2	Website 64	windows server	2	2	70	

65			Website 65	windows server	2	2	70	
66	Dept 54	1	Website 66	Linux	1	2	70	
67	Dept 55	2	Website 67	windows server	2	2	70	
68			Website 68	windows server	2	2	70	
69	Dept 56	1	Website 69	windows server	1	4	70	
70	Dept 57	1	Website 70	windows server	1	2	70	
71	Dept 58	2	Website 71	windows server	2	2	70	
72			Website 72	windows server	2	2	70	
73	Dept 59	1	Website 73	windows server	1	2	70	
74	Dept 60	1	Website 74	windows server	1	4	70	
75	Dept 61	1	Website 75	windows server	1	4	70	
76	Dept 62	1	Website 76	windows server	1	2	70	
77	Dept 63	1	Website 77	windows server	1	2	70	
78	Dept 64	1	Website 78	windows server	1	2	70	
79	Dept 65	1	Website 79	windows server	2	4	70	
80	Dept 66	1	Website 80	windows server	1	2	70	
81	Dept 67	1	Website 81	windows server	1	2	70	
82	Dept 68	1	Website 82	windows server	1	2	70	
83	Dept 69	1	Website 83	windows server	1	2	70	
84	Dept 70	1	Website 84	windows server	1	2	70	50
85	Dept 71	1	Website 85	linux	2	2	70	
86	Dept 72	1	Website 86	windows server	2	1	70	
87	Dept 73	1	Website 87	windows server	1	2	70	
88	Dept 74	1	Website 88	windows server	1	4	70	
89	Dept 75	1	Website 89	windows server	1	2	70	
90	Dept 76	1	Website 90	windows server	1	2	70	50
91	Dept 77	1	Website 91	windows server	1	2	70	
92	Dept 78	1	Website 92	windows server	1	2	70	
93	Dept 79	1	Website 93	windows server	1	2	70	
94	Dept 80	1	Website 94	windows server	1	2	70	
95	Dept 81	1	Website 95	windows server	1	2	70	
96	Dept 82	1	Website 96	windows server	2	2	70	
97	Dept 83	2	Website 97	windows server	2	2	70	
98			Website 98	windows server	2	2	70	
99	Dept 84	1	Website 99	windows server	1	2	70	
100	Dept 85	1	Website 100	windows server	2	2	70	

101	Dept 86	1	Website 101	windows server	1	2	70	
102	Dept 87	1	Website 102	windows server	1	2	70	
103	Dept 88	1	Website 103	windows server	1	2	70	
104	Dept 89	1	Website 104	windows server	1	2	70	
105	Dept 90	1	Website 105	linux	1	2	70	
106	Dept 91	1	Website 106	windows server	1	2	70	
107	Dept 92	1	Website 107	windows server	1	2	70	
108	Dept 93	2	Website 108	linux	2	4	70	
109			Website 109	linux	2	4	70	
110	Dept 94	1	Website 110	windows server	1	2	70	
111	Dept 95	1	Website 111	windows server	1	2	70	50
112	Dept 96	2	Website 112	linux	1	2	70	
113			Website 113	linux	1	2	70	
114	Dept 97	1	Website 114	linux	2	1	70	
115	Dept 98	1	Website 115	linux	1	2	70	
116	Dept 99	1	Website 116	linux	2	4	70	
117	Dept 100	1	Website 117	linux	3	2	70	
118	Dept 101	1	Website 118	Linux	1	2	70	
119	Dept 102	1	Website 119	linux	1	1	70	
120	Dept 103	1	Website 120	Linux	1	2	70	
	Total**	**120**			**171**	**339**	**8400**	**950**

** These are the tentative/approximate resource utilization values shared by NIC Goa. The bidders need to review, verify the above provided details and confirm once with the NIC-Mini Cloud focal point of contact.

Please find the details of resources currently consumed by NIC Projects along with the State Department Websites currently hosted at NIC Goa Mini-Cloud Data Centre.

Sr. No.		Physical Servers	VM	Cores	Memory (GB)	Storage (GB)
1	State Dept. Website	0	120	171	339	9350
2	NIC Projects	0	90	480	1400	30000
3	Excise	4	0	48	1024	6600
4	MAS	3	0	36	192	1800
5	COMTAX	6	0	172	1152	30000
6	Accounts	6	0	40	256	2000
	Total***	**19**	**210**	**947**	**4363**	**79750**

Resources for the projects mentioned at Sr.no. 3 – 6 above, are hosted on Physical Servers owned by the Department and co-located in NIC Goa Data Centre or in Department premises. All the hardware has become obsolete and the applications currently hosted on these servers also needs migration.

Considering that the resources mentioned above are physical servers, the equivalent total resources required on the new Cloud will be approximately as below:

- ➢ Total Physical Servers: 20
- ➢ Total VMs: 250
- ➢ Total Cores: 1000 Cores
- ➢ Total Memory/RAM: 4400 GB
- ➢ Storage: 80000 GB / 80 TB

NOTE: *The CSP shall consider an additional buffer of 2.5 times with respect to above mentioned resources considering future requirements by other State Departments/Corporations/Autonomous bodies.*

During business hours the consumption of resources will be approximately 50-60% and at peak hours it surges to 70% in certain instances.

***These are approximate values. The selected bidder need to cross-verify the above provided details and confirm once with the NIC-Mini Cloud focal point of contact. Also, selected bidder needs to consider buffer specifications considering addition of new websites/applications/services on the CSP platform.

14   Annexure - V: Change Control Note

Change Control Note / Change Note on Scope of Work	
CCN/CNS Number:	
Part A of CCN/CNS: Initiation	
Title:	
Originator:	
Sponsor:	
Date of Initiation:	
Details of Proposed Change	
(To include reason for change and appropriate details/specifications. Please append attachments, if any.)	
Authorized by DITE&C	Date:
Name:	
Signature:	
Received by the Managed Service Provider	Date:
Name:	
Signature:	
PART B of CCN/CNS	
Change Control Note / Change Note on Scope of Work	CCN/CNS Number:
Part B : Evaluation	
(identify any attachments) Changes to Services, assessment of value of proposed change, charging structure, payment profile, time table, documentation, training, service level / deliverables and component working arrangements and any other contractual issue.	
Brief Description of Change & Solution:	
Material evidence that proposed change is not already covered within the scope or SLAs	
Impact:	
Deliverables:	
Timetable:	
Estimate of proposed change: (Applicable for CNS only): (including estimated man-month effort, associated rates/costs, schedule of payment)	
Details of Manpower to be provided (Provide CVs of Manpower to be Deployed in Pro-forma as in Part C of this form)	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorized by the DITE&C	Date:
Name:	

Change Control Note / Change Note on Scope of Work			
CCN/CNS Number:			
Signature:			
Part C of CCN/CSN			
Change Control Note / Change Control Note	CCN/CSN Number :		
CVs of Manpower to be Deployed			
Name:			
Role to be played:			
Current Job Title:			
Experience (Provide details regarding name of the organizations worked for, Designation, Responsibilities, Tenure, etc.			
Name of Organization	From	To	Designation/ Responsibilities
Number of years with the Current Organization:			
Current job responsibilities:			
Summary of professional/domain experience:			
Skill sets:			
Highlights of assignments handled:			
Educational Background, Training/Certification			
Degree (including subjects)	Year of Award of Degree	University	% of Marks
Authorized by the Managed Service Provider	Date:		
Name:			
Signature:			
PART D of CCN/CNS			
Change Control Note / Change Note on Scope of Work	CCN/CNS Number :		
Authority to Proceed			
Implementation of this CCN/CSN as submitted in Part A, in accordance with Part B and Part C is: (tick as appropriate)			
Approved Rejected Requires Further Information (as follows, or as Attachment 1 etc.)			

Change Control Note / Change Note on Scope of Work	
CCN/CNS Number:	
For DITE&C	For the Managed Service Provider
Signature	Signature
Name	Name
Title	Title
Date	Date

END