



एस.-16004(02)/1/2019-तकनीकी समन्वय-मोस्पी-भाग (2)

भारत सरकार
सांख्यिकी एवं कार्यक्रम कार्यान्वयन मंत्रालय
राष्ट्रीय सांख्यिकीय कार्यालय
डेटा गुणवत्ता आश्वासन प्रभाग(मु.)

महलानोबिस भवन
164, गोपाल लाल टेगोर रोड
कोलकाता -700108
दिनांक : 31.07.2020

ई-निविदा आमंत्रण सूचना

भारत के राष्ट्रपति की ओर से, डेटा गुणवत्ता आश्वासन प्रभाग (DQAD), राष्ट्रीय सांख्यिकीय कार्यालय (NSO), सांख्यिकी एवं कार्यक्रम कार्यान्वयन मंत्रालय, सां. एवं का. का. मंत्रालय के लिए जी. एस. एस. (जनरल सर्वे सोल्यूशन) समर्थन के लिए आई. टी. इंफ्रास्ट्रक्चर सर्विस प्रदान करने हेतु MeiTY पैनल वाले क्लाउड सेवा प्रदाता/ प्रबंधित सेवा प्रदाता की नियुक्ति हेतु निविदा दस्तावेज में उल्लिखित नियम और शर्तों के अनुसार ई-निविदा आमंत्रित करता है।

निविदा की विधि एक तकनीकी बोली और एक वित्तीय बोली की दो-बोली प्रणाली में URL <https://eprocure.gov.in/eprocure/app> के माध्यम से ऑनलाइन है। निविदा दस्तावेज 31.07.2020 से <https://eprocure.gov.in/eprocure/app> और www.mospi.gov.in पर उपलब्ध है। अंग्रेजी पाठ संस्करण और हिन्दी अनुवाद के बीच विसंगतियां पाई जाने पर अंग्रेजी संस्करण को अंतिम माना जायेगा।

निविदा को URL <https://eprocure.gov.in/eprocure/app> पर 24.08.2020 तक अधिकतम 15:00 बजे तक ऑनलाइन जमा करना होगा। मैनुअल बोलियां स्वीकार नहीं की जाएंगी। निविदाकर्ताओं को सलाह दी जाती है कि वे ऑनलाइन बोलियों के ई-जमा करने के लिए निविदा दस्तावेजों में दिए गए निर्देशों का पालन करें। बोलियों की महत्वपूर्ण जानकारी निम्नानुसार है:

ई. एम. डी. (बोली सुरक्षा)	रू. 10,00,000/- (दस लाख रूपए मात्र)
निविदा प्रकाशन की तिथि और समय	31/07/2020; 12:00 बजे.
बोली-पूर्व पूछ-ताछ की अंतिम तिथि	07/08/2020; 17:00 बजे.
बोली-पूर्व सम्मेलन की तिथि और समय	10/08/2020; 11:00 बजे.
बोली जमा करने की अंतिम तिथि और समय	24/08/2020; 11:00 बजे.
तकनीकी बोली खोलने की तिथि और समय	25/08/2020; 12:00 बजे.
केवल तकनीकी रूप से योग्य बोलीदाताओं के संबंध में वित्तीय बोली खोलने की तिथि और समय	बाद में सूचित किया जाएगा
बोली की वैधता	बंद होने की तिथि से 180 दिन

भवदीय,

31/7/2020

(अरिन्दम मोदक)

उपमहानिदेशक एवं विभागाध्यक्ष
डी.क्यू.ए.डी. (मु.), रा.सां.का.
ई-मेल : arindam.modak@gov.in



S-16004(02)/1/2019-Technical coordination-MOSPI-Part (2)
Government of India
Ministry of Statistics & Programme Implementation
National Statistical Office
Data Quality Assurance Division (HQ)

Mahalanobis Bhavan
164, G. L. Tagore Road
Kolkata-700108
Dated: 31.07.2020

NOTICE INVITING E-TENDER

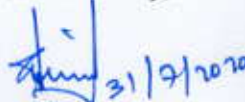
On behalf of the President of India, Data Quality Assurance Division (DQAD), National Statistical Office (NSO), Ministry of Statistics & Programme Implementation, invites e-Tender for the appointment of MeITY empaneled Cloud Service Provider/ Managed Service Provider for providing IT Infrastructure Services for supporting GSS (General Survey Solution) for MOSPI as per the terms and conditions mentioned in the tender document.

The mode of tendering is online via URL <https://eprocure.gov.in/eprocure/app> in a two-bid system of a technical bid and a financial bid. The tender document is available on <https://eprocure.gov.in/eprocure/app> and www.mospi.gov.in from 31/07/2020. In case of discrepancies found between the English text version and the Hindi translation, the English version shall prevail.

The tender has to be submitted online on URL <https://eprocure.gov.in/eprocure/app> latest by 24/08/2020; 15:00 hrs. Manual bids shall not be accepted. Tenderers are advised to follow the instructions provided in the tender documents for the e-submission of the online bids. The important information of the bids is as under:

EMD (Bid Security)	Rs. 10,00,000/- (Rupees Ten Lakhs only)
Date & Time of Publishing of Tender	31/07/2020; 12:00 hrs.
Last Date to receive Pre-Bid Queries	07/08/2020; 17:00 hrs.
Date & Time of Pre-Bid Conference	10/08/2020; 11:00 hrs.
Last Date & Time for Submission of Bid	24/08/2020; 11:00 hrs.
Date & Time of For Opening of Technical Bid	25/08/2020; 12:00 hrs.
Date & Time for opening of financial bid in respect of technically qualified bidders only	To be intimated later
Validity of bid	180 Days from the last date of closing

Yours faithfully,



(Arindam Modak)

Deputy Director General & HOD

DQAD (HQ), NSO

Email: arindam.modak@gov.in

Request for Proposal for Selection of Meity empanelled Cloud Service Provider/ Managed Service Provider for providing IT Infrastructure Services for supporting GSS (General Survey Solution) for MOSPI

Acronyms

ASSE	Annual Surveys of Services Sector Enterprises
ASUSE	Annual Survey of Unincorporated Non
B.E.	Bachelor of Engineering
B.Tech	Bachelor of Technology
CAPI	Computer Assisted Personal Interviewing
CATI	Computer-Assisted Telephone Interviewing
CAWI	Computer-Assisted Web Interviewing
CAGSI	Computer-Assisted General Survey Instrument
CPD	Co-ordination & Publication Division
CWS	Current Weekly Status
DG&CEO	Director General and Chief Executive Officer
DQAC	Data Quality Assurance Centre
DQAD	Data Quality Assurance Division
DQAD	Data Processing Centre
EFC	Expenditure Finance Committee
EMD	Earnest Money Deposit
FI	Field Investigator
FO	Field Officer
FOD	Field Operations Division
GIS	Geographical Information Systems
HQ	Head Quarters
IA	Implementing Agency
ICT	Information and Communication Technology
IPR	Intellectual Property Rights
IT	Information Technology
IVRS	Interactive Voice Response Systems
JSO	Junior Statistical Officer
LoA	Letter of Authorization
MCA	Master of Computer Applications
MOSPI	Ministry of Statistics and Program Implementation
MPCE	Monthly per Capita Expenditure
MSA	Master Service Agreement
NCO	National Classification of Occupations
NDA	Non-Disclosure Agreement
NIC	The National Informatics Centre
NSS	National Sample Survey
NSS	National Statistical Office
OTP	One-Time Password
PAPI	Paper Aided Personal Interview
PLFS	Periodic Labour Force Survey
PQ	Pre-Qualification
QCBS	Quality Cum Cost Based Selection
RDBMS	Relational Database Management System
RFP	Request for Proposal
RO	Regional Officer
RPO	Recovery Point Objective
RTO	Recovery Time Objective
SDRD	Survey Design and Research Division

SSC	Staff Selection Commission
SSO	Senior Statistical Officer
SSS	Subordinate Statistical Service

Disclaimer

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

1. This RFP is not an Agreement and is neither an offer nor an invitation by the Purchaser to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information contained in this RFP has been provided to the best of knowledge of MOSPI and in good faith.
2. However, the information may not be complete and accurate in all respects and may not be exhaustive. Specifically, the information regarding business processes provided in this RFP is based on the interim decisions taken by the MOSPI and is expected to undergo changes in future. This RFP includes statements which reflect various assumptions and assessments arrived at by MOSPI in relation to the project. Information provided in this RFP is on a wide range of matters, some of which depends on the interpretation of law. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
3. While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to MOSPI and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.
4. The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of MOSPI. In case any major revisions to this RFP are made by MOSPI within seven days preceding the last date of submission of the Proposals, MOSPI may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither MOSPI nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.
5. MOSPI, its employees and advisors make no representation or warranty and shall have no liability of any nature to any person including any Bidder or Vendor under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP.

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1. Invitation for Proposal

Data Quality Assurance Division (DQAD) of Ministry of Statistics and Programme Implementation, having its Office at Mahalanobis Bhawan, 164 GLT Road, Kolkata-700108, invites responses (“Proposals”/ “Bids”) to this RFP from eligible Bidders to be appointed as Managed Service Provider/Cloud Service Provider from MeITY empanelled vendors for providing Cloud Services for GSS solution of MOSPI. Interested Bidders from MeITY empanelled cloud providers are advised to study this RFP document carefully before submitting their proposals in response to this RFP Document. Submission of a proposal in response to this RFP 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 can be downloaded from MOSPI website at www.mospi.gov.in and <https://eprocure.gov.in>. Any subsequent corrigendum/ clarifications will be shared on the e-mail ids provided by the organizations/ individuals who have purchased the RFP. The time, date and venue details related to the pre-bid meeting and proposal submission are mentioned in the Bid Data Sheet. Proposals must be received not later than time, date and venue mentioned in the Bid Data Sheet. Proposals that are received after the deadline will not be considered. Bidder will be selected under Lowest Cost Based Selection criteria and procedures described in this RFP. To obtain first-hand information on the assignment, Bidder is encouraged to attend the pre-bid meeting on the date and venue mentioned in the Data Sheet. Attending the pre-bid meeting is optional.

2. Introduction

2.1 Project Background

NSSO has been, traditionally, using paper schedule to collect information in its surveys. Collection of information through paper schedule suffers from a plethora of disadvantages, like longer processing time caused due to data transcription, execution of data scrutiny and validation programme subsequent to data transcription. All these result in delay in bringing out the results of the survey.

Since primary aim of the Socio-economic survey is to generate indicators and release of timely and quality data at a short span, speed of data processing must be an inbuilt aspect of the survey operation. This can be achieved only when data collection in the field is done through computer assisted personal interviewing (CAPI) method.

General Survey Solution (GSS) is a project to automate data collection under different field surveys of MOSPI. This application will enable quicker data capturing in digital mode at the field level, besides using advanced technology for data scrutiny, processing and dissemination thereby significantly reducing the time lag in releasing survey results. It is also required that there would be an interface developed within the system to integrate the survey and define the workflow process of the GSS system. The infrastructure for GSS application needs to be provisioned on the cloud environment.

2.2 Project Objectives

A web portal and android application is in process of development to run and manage surveys conducted by NSO. The mobile application requires the capabilities to operate in offline mode and then sync later as per availability of network. Complete system will be hosted on Cloud server. End goal of the system is to create generic survey solution so that there is minimum dependency on the code implementation. This will enable the Department to create the existing or future survey forms as and when required.

The focus of creating a Generic Survey Solution where NSO will get ease into their daily operational activities. It will be developed in CAPI Module so that with minimum dependency at coding, any general survey form can be designed with any type of required validations. By this CAPI module, it will enable the organization to design any future Survey Solution as and when required with minimal IT knowledge.

The proposed CAGSI- GSS (Computer Assisted General Survey Instrument – General Survey Solution) software will provide an end to end solution by enabling seamless transition from Paper Aided Personal Interview (PAPI) system to an intelligent, simple and efficient manner using IT solutions, which overcomes existing system complications. It also offers effective management of survey operation through its set of survey management tools such as management of individual interviews (cases), data transfer and data export of interviews (cases) into a standard format.

1. The proposed web based CAGSI- GSS system will be hosted on Cloud server and the designed, allocated Survey Form and its related module for SSOs/FOs and JSOs/ FIs will be available on Android based application (Android based Tablet and Mobile) and portal as well.

2. At initial level, two Sample Survey Forms; PLFS & ASUSE would be designed as per the provided format with required validation which will be followed by all the existing and ongoing surveys of NSO. In the next phase of development, the General Survey Solution will be developed in CAPI Module so that there will be minimum dependency on coding and any General Survey Form can be designed with any type of required validations.
3. By this CAPI module, it will enable the organization to design any future Survey Solution(s) as and when required with minimal IT knowledge.
4. It will also develop a stand-alone data entry module for the State DES.

3. Project Scope and Deliverables

3.1 Design, provisioning of IT infrastructure and setup of Cloud

1. MOSPI wishes to onboard a Bidder for providing Cloud Services for a period of 3 years for hosting GSS applications. extendable for 1(one) year each for two consecutive occasions at most.
2. The Bidder will be responsible for provisioning the required cloud IT infrastructure for hosting MOSPI's GSS application.
3. The bidder shall implement the cloud IT infrastructure using the Infrastructure as a Service (IaaS) model wherein:
 - a. Infrastructure as a Service (IaaS): The Bidder shall provide the compute, storage,
 - b. networks, and other fundamental resources enabling MOSPI to deploy and run software as per MOSPI requirements.
 - c. The Bidder shall be responsible for managing and controlling the underlying Cloud infrastructure including operating systems, storage, network, security, etc. and the deployed applications shall be managed and controlled by MOSPI.
4. The Bidder shall be responsible for provisioning required compute infrastructure (server/virtual machines), storage and services for hosting GSS applications. The compute requirements for the IT infrastructure is placed at Annexure III . The Bidder will be commercially evaluated based on commercial bid.
5. Necessary support for installation of application on cloud would be provided by the application vendor of MOSPI.
6. The application software, the necessary licenses for deploying GSS applications ecosystem comprising of the above work streams will be procured by MOSPI. Any additional licenses pertaining to Databases (SQL), and Operating systems will be procured and installed by the Bidder. The cost of procurement of additional licenses should be included in the financial bid.
7. The bidder shall be responsible for developing and provisioning appropriate solution components for enabling syncing data from the proposed cloud setup of GSS to NIIP cloud and enable a system of seamless throughput and reverse throughput of data , as per the requirement and at required frequencies
8. The bidder shall maintain DC and DR for the required infrastructure adhering to all measures to ensure seamless data recover
 - a. The Bidder shall be responsible for provisioning of adequate Internet Bandwidth and connectivity at the DC & DR, including termination devices, for end users to access GSS application.
 - b. The bidder shall ensure that appropriate security controls for physical and logical security are in place at Cloud DC and DR
 - c. The bidder shall ensure data is successfully replicated between the Cloud DC and Cloud DR and as per the required specifications of MOSPI
 - d. The bidder shall ensure that the DR is established at an appropriate geographical location with low risk of natural disasters as per Government regulations.
 - e. The DC and DR are required to be set up within India
9. The Bidder will be responsible for provisioning of requisite network infrastructure (including switches, routers and firewalls) to ensure accessibility of the servers as per defined SLA's
10. The Bidder shall provide backup solution

11. The Bidder shall provision monitoring tools for measuring the service levels, application performance and utilization, server performance and utilization, storage performance and utilization and network performance and utilization. The tool shall be capable of providing the exact utilization of servers and shall be able to generate per day, per month and per quarter utilization reports based on which the payments will be made to the Bidder.
12. The Bidder shall be responsible for ensuring security of MOSPI applications and infrastructure from any threats and vulnerabilities. The Bidder shall address ongoing needs of security management including, but not limited to, monitoring of various devices / tools such as firewall, intrusion prevention/ detection, content filtering and blocking, virus protection, even logging & correlation and vulnerability protection through implementation of proper patches and rules.
13. The Bidder shall offer DR as a service for all resources offered on primary DC site. The Bidder shall be responsible for provisioning of bandwidth for replication of data between the DC site and DR Site. The RPO (Recovery Point Objective) during disaster recovery shall be ≤ 2 Hours and RTO (Recovery Time Objective) shall be ≤ 30 Minutes.
14. The infrastructure provisioned by the Bidder must be scalable and shall allow MOSPI to add/reduce cloud resources on demand basis.
15. The solution needs to provide the ability for MOSPI IT Administrators to automatically provision the services via a Web Portal (Self Provisioning), provide metering and billing to provide service assurance for maintenance & operations activities. Detailed user level or user group level auditing, monitoring, metering, accounting, quota and show-back information is essential the cloud platform to be offered.
16. The privilege of proper cloud partitioning, as and when required may be given to NSSO for allocation of the survey database or survey portal in the cloud space.
17. The Application development teams from MOSPI and the Application vendor will provide the related system configurations to the Bidder for integration with Cloud Services during the deployment of the applications on cloud.
18. The Cloud infrastructure and MOSPI data must be maintained ONLY at the location of the identified Cloud hosting site.
19. Data can only be moved to other site in case of any emergency with prior approval of MOSPI.
20. The Bidder should prepare and submit a detailed implementation plan with mapping of infrastructure at DC site and DR site including following parameters:
 - Server Provisioning
 - Storage Requirements
 - Network interfaces requirement
 - Network throughput requirement
 - Adequate Power and Backup requirement
 - Failover mechanism for replication links
21. On acceptance of implementation plan by MOSPI the Bidder shall implement the cloud solution and offer for testing.

3.2 Operational Acceptance of Cloud

1. Operational Acceptance shall commence once the system is commissioned for a period of maximum 30 days.

2. Operational Acceptance will only be provided after cloud resources have been provisioned and switchover testing (as applicable) has been completed. Switchover testing would include:
 - Switch over of application from DC to DR as per defined RTO and RPO
 - Switch over applications from DR to DC as per defined RTO and RPO
 - Complete Data Replication and Reverse Data Replication as per RPO
 - Fully functional application while DR site is operational, taking into consideration the end user experience
3. The Bidder will have to facilitate the Operational Acceptance Tests. Operational acceptance tests will be performed by MOSPI and the appointed system development agency; however, Bidder will have to facilitate Operation Acceptance during commissioning of the system (or subsystem[s]), to ascertain whether the system (or major component or Subsystem[s]) conforms to the scope of work. The Bidder will have to facilitate the testing of application from MOSPI users during the Operational Acceptance. Necessary support shall be provided by the bidder.
4. After the Operational Acceptance has completed, the Bidder may give a notice to MOSPI; requesting the issue of an Operational Acceptance Certificate. MOSPI will:
 - Issue an Operational Acceptance Certificate; OR
 - Notify the Bidder of any deficiencies or other reason for the failure of the Operational Acceptance Tests
5. Once deficiencies have been addressed, the Bidder shall again notify MOSPI, and MOSPI, with the full cooperation of the Bidder, shall use all reasonable endeavours to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Bidder shall notify MOSPI of its request for Operational Acceptance, MOSPI shall then issue to the service provider the Operational Acceptance, or shall notify Bidder of further deficiencies, or other reasons for the failure of the Operational Acceptance Test.
6. If the System or Subsystem fails to pass the Operational Acceptance Test(s) even after 3 unsuccessful attempts, then MOSPI may consider terminating the Contract and if the Contract is terminated the Performance Bank Guarantee (PBG) will be forfeited.

3.3 Maintenance & Support of implemented Cloud

The Bidder's responsibility shall be as per the responsibility matrix defined in section 3.7 with respect to 24*7*365 days support for MOSPI Cloud infrastructure for 03 years from the date of issuance of operational acceptance by MOSPI. The maintenance and support will include following activities -

1. Compliance process to the defined international standards and security guidelines such as ISO 27001, ISO 20000:1, for maintaining operations of cloud and ensuring privacy of MOSPI data.
2. Ensuring Uptime and utilization of the cloud resources as per SLA's defined in this RFP.
3. In the event of a disaster at DC site, activation of services from the DR site is the responsibility of bidder. It shall develop appropriate policy, checklists in line with ISO 27001 & ISO 20000 framework for failover and fall back to the appropriate DR site. DR drills needs to be performed by the bidder half yearly to check disaster preparedness.

Bidder shall support the application vendor through all these activities. The bidder will ensure that The DC & DR sites shall be separated by a minimum distance of 100 kilometres as per MeitY guidelines.

4. The Bidder shall conduct vulnerability and penetration test (from a third-party testing agency which may be CERT-IN empanelled) on the Cloud facility every 6 months and reports should be shared with MOSPI. The Bidder needs to update the system in response to any adverse findings in the report, without any additional cost to MOSPI.
5. Upgrades - Any required version/Software /Hardware upgrades, patch management etc. at the Cloud Site will be supported by the Bidder for the entire contract period at no extra cost to MOSPI.
6. Bidder is required to provision additional VM's when the utilization exceeds 80%.
7. On expiration / termination of the contract, Bidder to handover complete data in the desired format to MOSPI which can be easily accessible and retrievable.
8. MIS Reports - Bidder shall submit the reports on a regular basis in a mutually decided format. The Bidder shall workout the formats for the MIS reports and get these approved by the MOSPI after awarded the contract. The following is only an indicative list of MIS reports that may be submitted to the MOSPI:
 - a. Daily reports
 - Summary of resolved, unresolved and escalated issues / complaints
 - Log of backup and restoration undertaken
 - b. Weekly Reports
 - Summary of systems rebooted. Summary of issues / complaints logged with the OEMs.
 - Summary of changes undertaken in the Data Centre including major changes like configuration changes, patch upgrades, etc. and minor changes like log truncation, volume expansion, user creation, user password reset, etc.
 - Hypervisor patch update status of all servers including the Virtual Machines running
 - c. Monthly Reports
 - Component wise server as well as Virtual machines availability and resource utilization
 - Consolidated SLA / Non- conformance report.
 - Summary of component wise uptime.
 - Log of preventive / scheduled maintenance undertaken
 - Log of break-fix maintenance undertaken
 - All relevant reports required for calculation of SLAs
 - d. Quarterly Reports
 - Consolidated component-wise availability and resource utilization
 - All relevant reports required for calculation of SLAs
 - The MIS reports shall be in-line with the SLAs and the same shall be scrutinized by the MOSPI

3.4 Provisioning Cloud services for additional quantities at proposed rate

1. Annexure III specifies, quantities and compute for IT Infrastructure components for availing cloud services.

2. Based on future requirements, MOSPI is likely to purchase additional quantities of cloud service covered in this RFP.
3. The rates offered for cloud services must be valid for entire contract/ project duration. No variation in these quoted rates shall be allowed during this period.
4. MOSPI will have liberty to order additional cloud service items, at the rates offered in the commercial bid.
5. MOSPI reserves the right to scale down and scale up the IT infrastructure. The payment would be made only on the actual usage of the IT infrastructure as per the rates provided by the Bidder in their Commercials.

3.5 Project Planning and Management

The success of the project depends on the proper project planning and management. At the onset, the Bidder shall plan the project implementation in great details and should provide a micro level view of the tasks and activities required to be undertaken in consultation with MOSPI. An indicative list of planning related documentation that the Bidder should make at the onset is as follows:

1. **Project Schedule:** A detailed week-wise timeline indicating various activities to be performed along with completion dates and resources required for the same
2. **Manpower Deployment List:** A list needs to be provided with resources who will be deployed on the project along with the roles and responsibilities of each resource.
3. **Resource Deployment List:** List and number of all cloud-based resources (including but not limited to servers (VMs), storage, network components and software components) other than manpower that may be required.
4. **Communication Plan:** Detailed communication plan indicating what form of communication will be utilized for what kinds of meeting along with recipients and frequency.
5. **Migration / Installation Plan:** The Bidder will be required to submit a migration / installation plan to MOSPI for migrating the existing application on its Cloud. Necessary support will be provided by the application vendor of MOSPI.
6. **Progress Monitoring Plan and Reporting Plan:** Detailed Daily, Weekly, Monthly Progress Report formats along with issue escalation format. The format will be approved by MOSPI to the successful bidder before start of the project.
7. **Standard Operating Procedures:** Detailed procedures for operating and monitoring the Cloud site.
8. **Risk Mitigation Plan:** List of all possible risks and methods to mitigate them. ix. Escalation Matrix & Incident Management: A detailed list of key contact persons with contact details with escalation hierarchy for resolution of issues and problems. This must be via an Incident Management system.

3.6 Schedule of Events

The Bidder will have to rollout the project in four phases. The cloud resources/services that need to be commissioned during each phase are as given below along with the timelines.

Sr. No.	Phase	Component	Time Frame
1	Phase 1	Provisioning of Infrastructure components for GSS application	Within 10 days of issuance of LOA
2	Phase 2	Installation of the application on the new Cloud environment	Within 15 days after provisioning the services as mentioned in Phase 1
3	Phase 3	Operational Acceptance	1 month after provisioning services mentioned in Phase 2
4	Phase 4	Operation and Maintenance	Will start from the day and date of issuance of Operational acceptance by MOSPI. This will be for a period of 3 years

3.7 Responsibility Matrix

Sr. No.	Activity	Application vendor (appointed by MOSPI)	MSP/ CSP	MOSPI
1	Design of Cloud Solution	(C)	(R,A)	(I)
2	Procurement of additional user Software licenses and installation	(R,A)	(C)	(I)
	Procurement of required new software tools, hardware, licences for cloud solution	(C)	(R,A)	(I)
3	Installation of Application Software	(R, A)	(C)	(I)
4	Installation and updating the Operating Systems	(I)	(R, A)	(I)
5	Installation and updating the Databases (SQL)	(C)	(R, A)	(I)
6	One time Configuration of Cloud Solution & DR	(C)	(R, A)	(I)
7	One time Provisioning of the required hardware for IaaS Cloud	(C)	(R, A)	(I)
8	Network / internet Connectivity between NIIP and GSS cloud	(C)	(R, A)	(I)
9	Internet Connectivity provisioning IaaS Cloud and the DR site	(C)	(R, A)	(I)

10	One time Network and security configuration on cloud network (Concept of virtual networks)	(C)	(R, A)	(I)
11	Infrastructure testing	(C)	(R, A)	(I)
12	Data Integrity testing	(C)	(R, A)	(I)
13	Cloud Solution Functional Testing	(C)	(R,A)	(R)
14	Switch Over Testing (Cloud to DR)	(C)	(R,A)	(I)
15	Switch Over Testing (DR to Cloud)	(C)	(R,A)	(I)
16	Cloud Solution Maintenance	(R,A)	(C)	(I)
17	Cloud Service Provisioning through Self Service Portal	(R,A)	(C)	(I)
18	24x7x365 Support, Cloud service Provisioning, de- provisioning, , auto-scaling etc.	(R,A)	(C)	(I)
19	Disaster Recovery / Business Continuity Services for 3 years for meeting the RPO / RTO requirements	(C)	(R, A)	(I)
20	Maintenance & Management of Cloud Solution & infrastructure post Implementation	(C)	(R,A)	(I)
21	Exit management	(C)	(R,A)	(I)

4. Pre-Qualification

4.1 Pre-qualification Process

1. Bidders are required to submit the Pre-Qualification documents in Packet A.
2. The Bidders Pre-Qualification Proposal in the bid document will be evaluated as per the requirements specified in the RFP and adopting the pre-qualification criteria spelt out in this RFP. The Bidder is required to submit all required documentation in support of the pre-qualification criteria specified.
3. The Bidder shall meet all the mandatory compliance requirements. Failure in meeting the mandatory compliance requirements will result in disqualification of the Bidder.
4. All the bidders will be communicated of the results of evaluation of the pre-qualification bids.
5. The Technical bids of those bidders who qualify in the prequalification process only will be evaluated further against the Technical bid evaluation criteria specified in the RFP.

4.2 Pre-qualification Criteria for Cloud Service Provider (CSP)

Sr. No.	Pre-Qualification criteria for CSP	Documents Required
1	The CSP, as a single legal entity, must be incorporated and registered in India under the Indian Companies Act 1956 or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 and should have been in operation in India for minimum of three years and the proposed Data Centers (DC & DR) should have jurisdiction in India	<ul style="list-style-type: none">• a) Copy of Certificate of Incorporation or Certified copy of Partnership Deed.• b) Service Tax Registration certificate
2	Proposed Cloud Service Provider (CSP) should be STQC audited and MeiT Y empanelled and offer all services from India only as per guidelines of MeiT Y	<ul style="list-style-type: none">• Copy of the MeiT Y empanelment certificate / letter
3	The CSP must have experience of provisioning Infrastructure as a Service (IaaS) on their Cloud for at least 3 clients from PSU/Central Govt/State Govt.	<ul style="list-style-type: none">• Copy of Client certificate, work order, completion certificate or extract from the contract mentioning the scope of work
4	CSP should be operating in India for at least 10 years. The CSP should have experience in India of executing at least 2 government projects from Central Govt/PSU in last 3 years for an annual consumption of 6 Cr per year.	<ul style="list-style-type: none">• Work order from clients

5	The proposed data center must be Tier III or above for better availability of cloud services	<ul style="list-style-type: none"> • Certificate and letter from authorized signatory on the letter head of CSP mentioning the compliance • Copies certification
6	The DC & DR sites shall be separated by a minimum distance of 100 kilometres.	Certificate and letter from authorized signatory on the letter head of CSP mentioning the compliance
7	The CSP should provide financially backed SLAs for all the services offered.	<ul style="list-style-type: none"> • Certificate and letter from authorized signatory on the letter head of CSP mentioning the compliance
8	CSP should have accreditations relevant to security, availability, confidentiality, processing integrity, and/or privacy Trust Services principles. SOC 1, SOC 2	<ul style="list-style-type: none"> • Certificate and letter from authorized signatory on the letter head of CSP mentioning the compliance
9	Data Centres should be compliant at a minimum with the following <ul style="list-style-type: none"> o Either Uptime Institute Tier III or ANSI/TIA-942-A RATING 3 certified. o ISO 9001 o ISO/IEC 27001 o ISO/IEC 27017 o ISO/IEC 27018 o PCI DSS Level 1 	<ul style="list-style-type: none"> • Certificate and letter from authorized signatory on the letter head of CSP mentioning the compliance • Copies of certifications
10	The CSP is compliant with IT Act 2000 (including 43A) and amendments	<ul style="list-style-type: none"> • Letter from authorized signatory on the letter head of CSP mentioning the compliance
11	The CSP or the Data Centre facility provider where the CSP has its Cloud not be blacklisted by Private/PSU/Central Govt/State Govt. or any other Organisation or agencies in India. Also both CSP & Data Centre facility provider should not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Private/PSU/Central Govt/State Govt. or any other Organization or agencies in India.	<ul style="list-style-type: none"> • Letter from authorized signatory on the letter head of MSP regarding nonblack listing

4.2 Pre-qualification Criteria for Managed Service Provider (MSP)

Sr. No.	Pre-Qualification criteria for MSP	Documents Required
1	The MSP, as a single legal entity, must be incorporated and registered in India under the Indian Companies Act 1956 or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 and should have been in operation in India for minimum of three years	<ul style="list-style-type: none"> a) Copy of Certificate of Incorporation or Certified copy of Partnership Deed. b) Service Tax Registration certificate
2	The MSP, as a single legal entity or its holding company, must have a positive Net Worth in each of the last three financial years (2017-18, 2018-19 & 2019-20)	<ul style="list-style-type: none"> Copy of audited Balance Sheet and Profit and Loss statement with the signature and seal of the Statutory auditors
3	The MSP should have an annual turnover of INR 100 Crores from IT Services over the last three financial years (2017-18, 2018-19 & 2019-20).	<ul style="list-style-type: none"> Letter from Statutory Auditors on their letter head mentioning the annual revenue from IT infrastructure services
4	The MSP must have strength of at least 50 IT Professionals (data center/networking/system administration/cloud services professionals/cloud security experts) on their payroll as on date of submission of this bid. At least 10 of these professionals must have experience (of minimum 3 years) in maintenance of cloud solution/virtual server administration/system administration, Virtualization, security, database etc	<ul style="list-style-type: none"> Certificate from HR head on the letter head of MSP certifying the availability of resources on their payroll as on date of submission of this bid as per the requirement
5	The MSP should have managed or managing the IT infrastructure for Data Centre /Cloud services to at least 3 clients (Private/PSU/Central Govt/State Govt. or any other Organisation or agencies) in India during last three Financial Years (2017-18, 2018-19 & 2019-20))	<ul style="list-style-type: none"> Copy of Client certificate, work order, completion certificate or extract from the contract mentioning the scope of work
6	The MSP should not have been blacklisted by any Private/PSU/Central Govt/State Govt. or any other Organisation or agencies in India at the time of submission of the bid.	<ul style="list-style-type: none"> Letter from authorized signatory on the letter head of MSP regarding non blacklisting

5. Technical Qualification

5.1 Technical Qualification process

1. The Technical Bids and related supporting documents shall be submitted in Packet B.
2. MOSPI will review the Technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at MOSPI's discretion.
3. The bidder's technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 5. The Bidder would be required covering the following but not limited to:
 - Overall Cloud architecture including solution design
 - Project Management and Implementation Methodology
 - Migration Plan
 - Integration approach with other IT Infrastructure
 - Maintenance and Support for proposed solution
 - Risk Mitigation plan
4. 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 70% or more will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.

5.2 Technical Evaluation Criteria

The Bidder's technical proposal will be evaluated as per the requirements specified in the RFP and adopting the following evaluation criteria:

Sr. No.	Evaluation Criteria	Total Marks
1	Bidders compliance to Technical Requirement Specifications	45
2	Bidders Experience - Client Citations	30
3	Quality of the Proposal	25
	Total	100

5.3 Compliance to Technical Requirement Specifications

5.3.1 Bidders / CSP Compliance to Technical specifications

Sr. No.	Evaluation Criteria	Criteria	Marks
1	Compliance to Technical requirement specifications as per Annexure II Section 9.4	<p>Bidders / CSP with maximum compliance to all technical requirement specifications will be awarded 20 marks.</p> <p>Method for TRS calculation. TRS score of a Bidder = {(Total score achieved / Maximum marks possible) * Total marks allotted to TRS section}</p>	30

5.3.2 Cloud Service Provider Compliance

Sr. No.	Evaluation Criteria	Criteria	Marks
1	Data Centre Tier Classification	Tier Classification of the proposed Data Centers. The Bidder is required to self-certify on their company letter head by Authorized Signatory regarding the Tier classification of the proposed Data Centres Tier III and above 5 Marks	5
2	Number of ISP's present in the Data Centre	The Bidder is required to confirm the number of ISP's present in the proposed Data Centres. The Bidder is required to self-certify on their company letter head by Authorized Signatory regarding number of ISP's present in the proposed Data Centres. Bidder with 5 ISP's will be awarded 5 Marks	5
3	Expansion Capability	Future Expansion Capability (in terms of Number of Racks to be accommodated) in the proposed Data Centres. The Bidder is required to self-certify on their company letter head by Authorized Signatory. 5 marks for 100 racks expansion and no marks for less than 100	5

* Bidder is required to explain their expansion plan in detail.

5.4 Bidders / CSP's Experience

The Bidder is required to provide the citations in the format placed at Annexure 2 Section 9.3 along with the supporting documents.

Sr. No.	Evaluation Criteria	Criteria	Marks
1	Bidders / CSPs experience of managing the IT infrastructure for cloud services for Infrastructure as a Services (IaaS) to at least 2 clients (PSU/Central Govt./State Govt.) in India	Copy of Client certificate, work order, completion certificate or extract from the contract mentioning the scope of work. 5 Projects = 10 Marks 4 Projects = 7 Marks 3 Projects = 5 Marks 2 Projects = 2 Marks	10

Sr. No.	Evaluation Criteria	Criteria	Marks
2	Bidders / CSPs experience of provisioning Infrastructure as a Service (IaaS) on their Cloud for at least 2 clients form PSU/Central Govt/State Govt. in India	Copy of Client certificate, work order, completion certificate or extract from the contract mentioning the scope of work. 5 Projects = 10 Marks 4 Projects = 7 Marks 3 Projects = 5 Marks 2 Projects = 2 Marks	10
3	Bidders / CSPs experience of provisioning Infrastructure as a Service (IaaS) on their Government community Cloud for at least 2 clients form PSU/Central Govt/State Govt. in India	Copy of Client certificate, work order, completion certificate or extract from the contract mentioning the scope of work. 5 Projects = 10 Marks 4 Projects = 7 Marks 3 Projects = 5 Marks 2 Projects = 2 Marks	10

5.5 Quality of Proposal

Role	Minimum Qualification & Experience	Maximum Marks
Quality of Proposal	Bidder's understanding level of the scope of work (3 Marks) Project Management Methodology for Pre-Implementation Phase (5 Marks) Project Management Methodology for Implementation Phase (10 Marks) Project Management Methodology for the O &M Phase (4 Marks) Bidders awareness of the risks in the project (3 Marks)	25

Evaluation shall be done based on the information provided in the technical proposal (& subsequent clarification, if any). *In-case of separation of business or merger/acquisition, bidder may utilize the credentials and track of its predecessor company to fulfil the Technical Qualification criteria

6. Instructions to Bidders

6.1 Bid Data Sheet

Sr. No.	Key Information	Details
1.	Assignment Title	Request for Proposal for Selection of Managed Service Provider/ Cloud Service Provider for providing IT Infrastructure Services for supporting GSS (General Survey Solution) for MOSPI
2.	Purchaser	Data Quality Assurance Division (HQ), National Statistical Office (NSO), Ministry of Statistics and Program Implementation (MOSPI), Government of India, 164 GLT Road, Kolkata-700108
Bid Submissions and Evaluation		
4.	Bid Submissions	E-procurement submission at https://www.eprocure.gov.in
5.	Technical Bid	E-form for Technical bid through the portal https://www.eprocure.gov.in
7.	Financial Bid	E-form for Financial bid through the portal https://www.eprocure.gov.in
Bid Conditions		
8.	Method of Selection/ Bid Parameter	Bidder with the lowest commercial proposal
9.	EMD/Bid Security	INR 10,00,000 (Ten Lakh INR) in the form of Demand Draft to be drawn in the favour of "PAO, MOSPI, Kolkata"
10.	Validity for EMD/Bid Security	180 days from bid submission date.

Sr. No.	Key Information	Details
11.	Performance Security	10 % of the Cost discovered through tender process
12	Tender Processing fee	Nil
13	Tender Cost	Can be downloaded from https://www.eprocure.gov.in free of cost
14	Availability of RFP	Distribution of the RFP Document on website from 31/07/2020; 12:00 hrs
15	Mode of Pre-bid query submission	<p>The pre-bid queries need to be mailed at arindam.modak@gov.in with CC to pot.gss.dpd@gmail.com under subject line: Pre-bid queries for RFP for selection of service provider for cloud services for GSS (General Survey Solution) for MOSPI GSS (General Survey Solution) for MOSPI.</p> <p>The last date of pre-bid query submission is 7th August 2020 17:00 hours.</p>
16	Pre-bid meeting	<p>10/08/2020; 11:00 hrs.</p> <p>Pre-bid meeting to be held through Video Conferencing due to ongoing Covid-19 Pandemic.</p> <p>Link to join VC for Pre-Bid can be requested by prospective bidders by sending an email to arindam.modak@gov.in with CC to pot.gss.dpd@gmail.com latest by 07.08.2020, 5.00 PM with the subject : Request for participation in pre-bid meeting for selection of service provider for cloud services for GSS (General Survey Solution) for MOSPI</p>
17.	Due Date for Submission of Bids	24/08/2020; 11:00 hrs.
18.	Date and Time of Opening of Bids	25/08/2020; 12:00 hrs.
19.	Opening of Price/ Financial Bid	To be intimated later

Sr. No.	Key Information	Details
20.	Assignment Duration	3 years (extendable for 1(one) year each for two consecutive occasions at most.)

6.2 Proposal Preparation Cost

The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by MOSPI to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. The department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This Bid Document does not commit to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of MOSPI and may be returned at its sole discretion.

6.3 RFP document fee

The RFP can be downloaded from Central Procurement Portal without any cost consideration - <https://eprocure.gov.in/eprocure/app>

6.4 Earnest Money Deposit (EMD) and Refund

1. Bidders shall submit, along with their Bids, EMD of INR 10,00,000 in form of DD from a Nationalized/Scheduled Bank. The validity of the EMD shall be for a period of 180 days from the date of submission of the bid and the validity of the EMD should be extended in the event the last date of submission of the bid is extended. The Bidder shall mark its name and RFP reference number on the reverse of the Demand Draft.
2. The Bidders are required to submit original copy of EMD in pre-qualification Packet A to MOSPI
3. In case bid is submitted without EMD then the Department reserves the right to reject the bid without providing opportunity for any further correspondence to the concerned Bidder.
4. EMDs of all unsuccessful bidders will be returned at the earliest after expiry of the final bid validity.
5. The EMD of the successful Bidders will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format as specified in this RFP) by the successful Bidder.
6. The EMD may be forfeited:

- If a Bidder withdraws the proposal or increases the quoted prices after opening of the bid and during the period of Bid validity period or its extended period, if any.
 - In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
 - During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization
7. The decision of the MOSPI regarding forfeiture of the EMD shall be final and binding on the Bidders & shall not be called upon in question under any circumstances

6.5 Pre-Bid Meeting

6.5.1. Bidders queries

Any clarification regarding the RFP document and any other item related to this project can be submitted to MOSPI as per the submission mode and timelines mentioned in the Data Sheet. The pre-bid queries should be submitted in the format as mentioned in Annexure 1 Section 8.2 of the RFP, along with name and details of the Bidder submitting the queries. Any requests for clarifications received after the expiry of the date and time mentioned in the Data Sheet may not be entertained by MOSPI. Further, MOSPI shall reserve the right to issue responses / clarifications/ corrigendum.

6.5.2. Responses to Pre-Bid Queries and Issue of Corrigendum

The Purchaser will organize a pre-Bid Conference as mentioned in the Data Sheet above and may respond to any request for clarifications on, and/or modifications of this RFP. It may formally respond to the pre-Bid queries after the pre-Bid Conference as mentioned in the Data Sheet. Only persons, duly authorized by the Bidder, will be allowed to participate in the pre-bid meeting. Also, no separate conferences, will be conducted for any organization which has purchased the RFP at date later than the dates for the above events. The MOSPI will endeavor to provide timely response to all the queries. However, MOSPI makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders. Any modifications of this RFP, which may be necessary as a result of the pre-Bid Conference or for any other reason, shall be made available by MOSPI exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment of the RFP, the Bid submission date may be extended by MOSPI in the sole discretion of MOSPI. All clarifications and any other corrigendum / notification issued by the Purchaser subsequent to the issuance of this RFP, shall be mailed to only those organizations which have purchased the RFP, in the email ids specified by the organizations while purchasing the RFP

6.6 Amendment of Bid Document

At any time prior to the deadline for submission of bids, the Department, may, for any reason can modify the Bid Document by an amendment. All the amendments made in the document would be informed to all the participating agencies through e-mail and will also be displayed

on MOSPI's website. The Bidders are advised to visit the MOSPI website on regular basis for checking necessary updates. The Department also reserves the rights to amend the dates mentioned in this Bid Document for bid process. The Department may, at its discretion, extend the last date for the receipt of Bids.

6.7 Bid Validity period

a) Bid shall remain valid for the time mentioned in the Data Sheet.

b) MOSPI may request the Bidder(s) for an extension of the period of validity. The validity of the EMDs should also be suitably extended if called upon to do so by MOSPI. The request and the responses thereto shall be made in writing or e-mail.

6.8 Rights to Terminate the Process

MOSPI may terminate the RFP at any time and without assigning any reason. MOSPI makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by MOSPI. The Bidders participation in this process may result in MOSPI selecting the Bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by MOSPI to execute a contract or to continue negotiations. MOSPI may terminate negotiations at any time without assigning any reason.

6.9 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and MOSPI, shall be written in English language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidder.

6.10 Documents Comprising of Bids

Bidder shall furnish the required information in their Technical (Packet A) and Commercial proposals (Packet B) in specified formats only with required annexures. Any deviations in format may make their bids liable for rejection. Disclosure of Commercial information of the bid in Pre-Qualification or Technical packet shall be sufficient grounds for rejection of the bid.

6.11 Submissions of Bids

a) A 2 Bid System will be followed for this RFP with a Lowest Cost Based Selection criterion. The 2 bids are Technical Bid and Commercial Bid. The EMD hard copy will also be submitted to MOSPI.

b) The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Bids. The Bid is to submit offline in as mentioned below:

Sr. No.	Bid	Packet
1	Technical Bid	A
2	Commercial Bid	B

Bidders should submit their responses as per the procedure specified in the e-Procurement portal www.eprocure.gov.in being used for this purpose. Generally, the items to be uploaded on the portal would include all the related documents mentioned in this RFP, such as:

- a. EMD
- b. Pre-qualification response
- c. Technical Proposal
- d. Financial proposal
- e. Additional certifications/documents E.g. Power of Attorney, CA certificates on turnover, Signed RFP and signed corrigendum etc. as mentioned in the RFP

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal. The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted (freezed) within the submission timelines. MOSPI will in no case be responsible if the bid is not submitted online within the specified timelines.

All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

. The Bidders are requested to go through the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bid. Any deviations may lead to rejection of the Bid.

d) The Bidder should try to submit the Bid well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time is mentioned in the Bid Data Sheet of this RFP. The Bidder will not be allowed to submit the Bid after the Bid submission time. The authorized signatory of the Bidder has to sign on every page of the proposal document. The Bidder shall furnish, as part of its Bid, an EMD amount as mentioned in the Data Sheet. The Bidder shall mark its name and RFP reference number on the reverse of the Demand Draft.

e) A standard BoQ format has been provided with this RFP document to be filled by all the Bidders. The Bidders should necessarily submit their financial Bids in the format provided and no other format will be acceptable.

The Bidder would be required to submit these document in the office of MOSPI to the concerned person and address as mentioned in the RFP before the deadline of submission of the bid as mentioned in the Bid Data Sheet.

6.12 Modification or Withdrawal of Bids

The Bidder may modify or withdraw its bid after submission, prior to the deadline-date and time prescribed for bid submission. Bidder wishing to withdraw its bid shall notify MOSPI by e-mail prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic means such as e-mail, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids. The notice of withdrawal shall a) Be addressed to MOSPI at the address named in the Bid Data Sheet, and Bear the Contract name, the RFP for Selection of Cloud Service Provider for providing IT Infrastructure Services for supporting GSS (General Survey Solution) for MOSPI and the words "Bid Withdrawal Notice." Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the Bidders EMD.

6.13 Evaluation Process

MOSPI shall evaluate the responses to this RFP and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence, may lead to rejection. The decision of the Purchaser in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with MOSPI.

MOSPI may ask for meetings with the Bidders to seek clarifications or conformation on their proposals. During the Proposal Evaluation, MOSPI reserves the right to reject any or all the Proposals. Each of the responses/ Proposals shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

6.13.1 Stage 1 – Pre-qualification

- a) Bidders are required to submit the Pre-Qualification documents in Packet A along with the required supporting documents in the format specified in the RFP.
- b) The Bidders Pre-Qualification Proposal in the bid document will be evaluated as per the requirements specified in the RFP and adopting the pre-qualification criteria spelt out in this RFP. The Bidder is required to submit all required documentation in support of the pre-qualification criteria specified.
- c) The Bidder shall meet all the mandatory compliance requirements. Failure in meeting the mandatory compliance requirements will result in disqualification of the Bidder.
- d) All the bidders will be communicated of the results of evaluation of the prequalification bids.
- e) If Commercials are provided along with the Pre-Qualification Bid, the bid would be summarily be rejected and EMD will be forfeited.

f) The Technical bids of those bidders who qualify in the prequalification process only will be evaluated further against the Technical bid evaluation criteria specified in the RFP.

6.13.2 Stage 2 – Technical Evaluation

a) The Technical Bids and related supporting documents shall be submitted in Packet B along with the required supporting documents in the format specified in the RFP. The Technical Bids of only those Bidders will be opened who have qualified the Pre-Qualification stage.

b) MOSPI will review the Technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at MOSPI's discretion.

c) The bidders technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 5.

d) 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 70% or more will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.

e) Bidders are required to provide masked commercials in the Technical Bid. If Commercials are provided along with the Technical Bid, the bid would be summarily be rejected and EMD will be forfeited.

6.13.3. Stage 3 – Commercial Evaluation

The Commercials will only be opened for Bidders who have qualified the Technical evaluation stage. The bidder must share per unit pricing for each of the components listed in Annexure III and also a firm lump sum price of the entire proposal. The rates quoted are to be specified in "Per-Item-Per Month" basis. Any tools/software used during the project and support must be clearly discussed and approved with MOSPI and the cost of the same must be solely incurred by the bidder.

It is mentioned that the Commercial Bid evaluation would be done basis the indicative Bill of Quantities mentioned in the RFP. The Bidder has to provide "Per-Item-Per Month" cost based on the usage which shall remain uniform for the entire duration of the contract and shall also remain uniform which scaling up and scaling down of the requirements.

6.13.4. Stage 4 – Final Score calculation through Lowest Cost based selection

Technically qualified bidders with lowest cost (**L1= Total cost against Bill of Quantities**) will be considered as the successful bidder. In case, two bidders have quoted the same amount, bidder with the higher technical marks will be considered as the successful bidder

6.14 Rights to Accept/Reject any or all Proposals

MOSPI reserves the right to accept or reject any proposal, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for MOSPI's action.

6.15 Notifications of Award and Signing of Contract

Prior to the expiration of the period of proposal validity, the Bidder will be notified in writing or by email that its proposal has been accepted. MOSPI shall facilitate signing of the contract after the notification of award. However, it is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of issuance of Purchase Order/Letter of Acceptance, whichever is earlier. All reference timelines as regards the execution of the project and the payments to the Bidder shall be considered as beginning from the date of issuance of the Purchase Order/Letter of Acceptance, whichever is earlier. The notification of award (Purchase Order/LOA) will constitute the formation of the Contract. Upon the Bidder executing the contract with MOSPI, it will promptly notify each unsuccessful Bidder and return their EMDs. After issuance of Purchase Order/LOA the MSP shall sign the Contract as per the draft contract format given in Section 7.

6.16 Failure to agree with the Terms & Conditions of the Bid Document/Contract

Failure of the Bidder to agree with the Terms & Conditions of the Bid Document/Contract shall constitute sufficient grounds for the annulment of the award of contract and seizure of EMD amount. The contract may be awarded to the next most responsive bid of other Bidder.

6.17 Terms and Conditions of the Tender

Bidder is required to refer to the Draft Contract Agreement, at Section 7 in this RFP Document, for all the terms and conditions (including project timelines) to be adhered by the successful MSP during Project Implementation and Post implementation period.

7. Draft Contract Agreement

7.1 Definitions, Interpretations and Other Terms

i. Bid means the tender process conducted by MOSPI and the technical and commercial proposals submitted by the successful bidder, along with the subsequent clarifications and undertakings, if any;

ii. Confidential Information means all information including MOSPI Data (whether in written, oral, electronic or other format) which relates to the technical, financial, business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this CA (including without limitation such information received during negotiations, location visits and meetings in connection with this CA);

iii. Customers mean all citizens and business organization and users who use the MOSPI services.

iv. Deliverables means all the activities related to the Cloud and other service provisioning, as defined in the Bid Document & subsequent Corrigendum (if any), based on which the technical proposal & commercial proposal was submitted by the Bidder and as required as per this CA;

v. Effective Date means the date on which the Purchase Order or Letter of Acceptance is issued;

vi. CA means this Contract Agreement, together with the recitals and all schedules and the contents, requirements, specifications and standards of the Bid Document (as may be amended, supplemented or modified in accordance with the provisions hereof) and the Bid. In the event of a conflict between this CA and the Schedules, the terms of the CA shall prevail; with overriding effect;

vii. Performance Security means the irrevocable and unconditional Bank Guarantee provided by the Service provider from any Nationalized/ Scheduled bank in favour of <<Official Name>>, Data Quality Assurance Division (HQ), National Statistical Office (NSO), Ministry of Statistics and Program Implementation (MOSPI), Mahalanobis Bhawan, 164 G.L.T.Road, Kolkata - 700108 for an amount equivalent to 10% of the total contract value.

viii. Proprietary Information means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned/licensed by either Party or granted by third parties to a Party hereto prior/ subsequent to the execution of this contract;

ix. Required Consents means the written consents, clearances and licenses, rights and other authorizations as may be required to be obtained by the Service Provider, for all tasks/ activities/ software/ hardware and communication technology for this project; from all the concerned departments/ agencies, etc. as the case may be.

x. Bid Document means the Request for Proposal released and includes all clarifications/ addendums, explanations and amendments issued by the department in respect thereof;

xi. Services means the content and services delivered and to be delivered to the customers or the offices of MOSPI by the Service Provider, and includes but not limited to the services

specified in the Bid Document or as may be specified and incorporated in the subsequent Agreement/s under Contract Agreement.

xii. Users means the departmental staffs or any other MOSPI officials having access to MOSPI Application Landscape including its Implementation Agencies, technology vendors, corporations and agencies and their employees, as the context admits or requires.

7.2 Interpretations

i. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it;

ii. Words denoting the singular shall include the plural and vice-versa and words denoting persons shall include firms and corporations and vice versa;

iii. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this CA as a whole and not to any particular Article, Schedule. The term Articles, refers to Articles of this CA. The words "include" and "including" shall not be construed as terms of limitation. The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated;

iv. The headings and use of bold type in this CA are for convenience only and shall not affect the interpretation of any provision of this CA;

v. The Schedules to this CA form an integral part of this CA and will be in full force and effect as though they were expressly set out in the body of this CA;

vi. Reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to such agreement, deed, instrument, license or other document as the same may be amended, varied, supplemented, modified or suspended at the time of such reference;

vii. References to "construction" or "roll out" includes, unless the context otherwise requires, design, development, implementation, engineering, procurement, delivery, transportation, installation, processing, fabrication, acceptance testing, certification, commissioning and other activities incidental to the construction or roll out, and "construct" or "roll out" shall be construed accordingly;

viii. Any word or expression used in this CA shall, unless defined or construed in this CA, bear its ordinary English language meaning;

ix. The damages payable by a Party to the other Party as set forth in this CA, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and liquidated damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalties;

x. This CA shall operate as a legally binding agreement specifying the master terms, which apply to the Parties under this agreement and to the provision of the services by the Service Provider;

xi. The department may nominate a technically competent agency/individual(s) for conducting acceptance testing and certification of the various requisite infrastructure to

ensure a smooth, trouble free and efficient functioning of the Scheme or carry out these tasks itself;

xii. The agency/individual nominated by the department can engage professional organizations for conducting specific tests on the software, hardware, networking, security and all other aspects;

xiii. The agency/individual will establish appropriate processes for notifying the Service Provider of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the Service Provider to take corrective action;

xiv. Such an involvement of and guidance by the agency/person will not, however, absolve the Service Provider of the fundamental responsibility of designing, installing, testing and commissioning the application & the infrastructure for efficient and effective delivery of services as contemplated under this Bid Document.

xv. The documents forming this Agreement are to be taken as mutually explanatory of one another. The following order shall govern the priority of documents constituting this Agreement, in the event of a conflict between various documents, the documents shall have priority in the following order:

This Agreement;

- Scope of Services for the Bidder
- Detail Commercial proposal of the Bidder accepted by MOSPI
- Clarification & Corrigendum Documents published by MOSPI subsequent to the Bid
- Document for this work
- Bid Document of MOSPI for this work
- Lol issued by MOSPI to the successful Bidder and
- Successful Bidder “Technical Proposal” and “Commercial Proposal” submitted in response to the Bid Document.

7.3 Term of the Contract Agreement

i. The term of this CA shall be a period of three years from the date of issuance of Letter of Acceptance/ Purchase Order. This includes the time required for managed cloud service provisioning, including co-location.

ii. In the event of implementation period getting extended beyond the stipulated time, for reasons not attributable to the Bidder, MOSPI reserves the right to extend the term of the Agreement by corresponding period to allow validity of contract from the date of operational acceptance.

7.4 Work Completion Timelines & Payment Terms

Sr. No.	Parameter	Timeline	Payment
1	Provisioning of required infrastructure along with Network Connectivity Phase 1 and 2)	Within 10 days from the issuance of LOA	Nil
2	Operational Acceptance (Phase 3)	1 month after provisioning both the services as mentioned in Sr. No. 1	Nil
3	Operation and Maintenance phase (Phase 4) – Payment for cloud resources consumption	Will start from the date of operational acceptance provided by MOSPI	Quarterly Payment* for 3 years
4	Operation and Maintenance phase (Phase 4) – Payment for managed services	Will start from the date of operational acceptance provided by MOSPI	Equated Quarterly Payment for 3 years (calculated as per Managed services price bid in section 10.5)

Disbursement of payment to the Bidder is based on completion of tasks indicated in the implementation plan; Operations and Maintenance support plan and final handing over of O&M to the third party on completion at the end of three years of the contractual period.

* Payment will be based on the actual usage of the services and as per the “Unit Costs” under Commercial Sheet Format for Reference – section 10.5

Notes:

1. Adherence to timelines is critical for the success of the project.
2. No advance payment shall be made for any activity
3. If the Bidder is liable for any penalty as per the SLA (refer to the related clause of this agreement), the same shall be adjusted from payments due to the Bidder.
4. MOSPI will release the payment within 30 days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed as per the scope of the project and meeting the SLA Criteria. MOSPI shall be entitled to delay or withhold the payment of a disputed invoice or part of it delivered by Bidder, when MOSPI disputes such invoice or part of it, provided that such dispute is bonafide.
5. No payment made by MOSPI herein shall be deemed to constitute acceptance by MOSPI of the system or any service
6. In case Go-Live is delayed, the corresponding operations and maintenance phase will start after the Go-Live has been completed.

7. A Project Implementation Committee (PIC) will be constituted which will be responsible for monitor the performance of the Bidder and recommend for the payment.

8. If the Bidder is liable for any penalty/liquidated damages as per the SLA, the same shall be adjusted from monthly payments due to the service provider.

9. All payments shall be made for the corresponding to the goods or services actually delivered, installed, or operationally accepted, per the Contract Implementation Schedule, at unit prices and in the currencies specified in the Commercial Bids.

7.5 Implementation related timelines and penalties

Sr. No.	Parameter	Target	Basis	Penalty
1	Provisioning of required infrastructure along with Network Connectivity (Phase 1)	Within 10 days from the issuance of LOA	This will be calculated on basis of days of delay	a) Within 10 days - Nil b) For every 14 days of delay 5% of QP. c) Delay of 30 days - 10% of QP d) Beyond 45 days - 50% of QP. The Bidder would be required to provide proper justification for the delay. If MOSPI feels that the justification provided by the Bidder is not credible, the contract may be terminated.
2	Installation of the application on the new Cloud environment	Within 15 days after provisioning the services as mentioned in Phase 1	This will be calculated on basis of days of delay	a) Within 15 days - Nil b) For every 14 days of delay 5% of QP. c) Delay of 30 days - 10% of QP d) Beyond 45 days - 50% of QP. The Bidder would be required to

				provide proper justification for the delay. If MOSPI feels that the justification provided by the Bidder is not credible, the contract may be terminated.
3	Operational Acceptance	1 month after provisioning both the services as mentioned in Sr.No.1	This will be calculated on basis of days of delay	If the Bidder fails to pass the operational acceptance even after 3 unsuccessful attempts, MOSPI may consider terminating the contract and the PBG will be forfeited

7.6 Service Level Agreements

1. The purpose of this Service Level Requirements/Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Bidder to MOSPI for the duration of this contract period of the Project.

2. Timelines specified in the above section (Work Completion Timelines and Payment Terms) shall form the Service Levels for delivery of Services specified there-in.

3. All the payments to the Bidder are linked to the compliance with the SLA metrics specified in this document.

4. The SLA are proposed to be performance based. For purposes of SLA, the definitions and terms as specified along with the following terms shall have the meanings set forth below:

a. "Uptime" shall mean the time period for which the IT Infrastructure Solution along with specified services / components with specified technical and service standards are available for users in all in-scope Applications across the MOSPI application landscape. Uptime, in percentage, of any component (Non-IT and IT) can be calculated as:
$$\text{Uptime} = \{1 - [(\text{System Downtime}) / (\text{Total Time} - \text{Planned Maintenance Time})]\} * 100$$

b. "Downtime" shall mean the time period for which the IT Infrastructure Solution and/or specified services / components with specified technical and service standards are not available to users. This includes Servers, Routers, Firewall, Switches, all servers and any other IT and non-IT infrastructure, their subcomponents etc. at all Project locations etc. The planned maintenance time / scheduled downtime will include activities like software upgrades, patch management, security software installations etc.

c. The selected Bidder will be required to schedule 'planned maintenance time' with prior approval of MOSPI. This will be planned outside working time. In exceptional circumstances, MOSPI may allow the MSP to plan scheduled downtime in the working hours.

d. "Incident" refers to any event / abnormalities in the functioning of the IT Infrastructure solution and services that may lead to disruption in normal operations.

e. "Resolution Time" shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level) getting the confirmatory details about the same from the bidder and conveying the same to the end user), the services related troubles during the first level escalation.

5. The SLAs have been logically segregated in the following categories:

a. IT Infrastructure related SLA's

b. Cloud Services related SLA's

Commencement of SLA: The SLA shall commence from implementation period itself for adherence to the implementation plan. The penalty will be deducted from the next payment milestone during the implementation period. During the O & M period, the penalty will be deducted from the quarterly payments.

Sr. No.	Parameter	Target	Basis	Penalty
Cloud Services related				
1	Overall Cloud Solution Availability	>= 99.50%	Per occurrence. This will be calculated monthly	a) <99.50% to >= 99.25% - 10% of MP b) <99.25% to >= 99.15% - 15% of MP c) <99.15% to >= 99.00% - 20% of MP d) Subsequently, for every 0.5% drop in SLA criteria - 10% of MP
2	Cloud Network Availability	>= 99.50%	Per occurrence. This will be calculated monthly	a) <99.50% to >= 99.25% - 10% of MP b) <99.25% to >= 99.15% - 15% of MP c) <99.15% to >= 99.00% - 20% of MP d) Subsequently, for every 0.5% drop in SLA criteria - 10% of MP
3	Cloud Virtualization Layer Availability	>= 99.50%	Per occurrence. This will be calculated monthly	a) <99.50% to >= 99.25% - 10% of MP b) <99.25% to >= 99.15% - 15% of MP c) <99.15% to >= 99.00% - 20% of MP d) Subsequently, for every 0.5% drop in SLA criteria - 10% of MP
4	Cloud Storage Availability	>= 99.50%	Per occurrence. This will be calculated monthly	a) <99.50% to >= 99.25% - 10% of MP b) <99.25% to >= 99.15% - 15% of MP c) <99.15% to >= 99.00% - 20% of MP d) Subsequently, for every 0.5% drop in SLA criteria - 10% of MP

5	Virtual Operating System Availability	>= 99.50%	Per occurrence. This will be calculated monthly	<p>a) <99.50% to >= 99.25% - 10% of MP</p> <p>b) <99.25% to >= 99.15% - 15% of MP</p> <p>c) <99.15% to >= 99.00% - 20% of MP</p> <p>d) Subsequently, for every 0.5% drop in SLA criteria - 10% of MP</p>
6	Cloud Orchestration layer availability	>= 99.50%	Per occurrence. This will be calculated monthly	<p>a) <99.50% to >= 99.25% - 10% of MP</p> <p>b) <99.25% to >= 99.15% - 15% of MP</p> <p>c) <99.15% to >= 99.00% - 20% of MP</p> <p>d) Subsequently, for every 0.5% drop in SLA criteria - 10% of MP</p>
7	Cloud Security Layer Availability	>= 99.50%	Per occurrence. This will be calculated monthly	<p>a) <99.50% to >= 99.25% - 10% of MP</p> <p>b) <99.25% to >= 99.15% - 15% of MP</p> <p>c) <99.15% to >= 99.00% - 20% of MP</p> <p>d) Subsequently, for every 0.5% drop in SLA criteria - 10% of MP</p>
8	Adherence to RTO	RTO is 2 Hours	Per occurrence. This will be calculated monthly	<p>a) <=2 Hours – Nil</p> <p>b) >2 Hours to <=2.5 Hours – 10% of MP</p> <p>c) >2.5 Hours to <=3 Hours – 15% of MP</p> <p>d) >3 Hours to <=4 Hours – 20% of MP</p> <p>e) Subsequently, for every Hour - 10% of MP</p>
9	Adherence to RPO	RPO is 30 minutes	Per occurrence. This will be calculated monthly	<p>a) <=30 Minutes – Nil</p> <p>b) >30 Minutes to <=45 Minutes – 10% of MP</p> <p>c) >45 Minutes to <=60 Minutes – 15% of MP</p>

				d)>60 Minutes to <=75 Minutes – 20%of MP e) Subsequently, for every 30 Minutes - 10% of MP
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Note:

1. The CSP has to submit all the reports pertaining to SLA Review process within 7 working days after end of the quarter.
2. All the reports must be made available to MOSPI, as and when the report is generated or as and when asked by the competent authority.
3. In case the issue is still unresolved, the arbitration procedures described in the Terms & Conditions section will be applicable.
4. The down time will be calculated on monthly basis. Non-adherence to any of the services as mentioned below will lead to penalty as per the SLA clause and will be used to calculate downtime. The downtime calculated shall not include the following
5.
 - a. Down time due to hardware/software and application which is owned by MOSPI at their premises
 - b. Negligence or other conduct of MOSPI or its agents, including a failure or malfunction resulting from applications or services provided by MOSPI or its vendors.
 - c. Failure or malfunction of any equipment or services not provided by the MSP.
6. However, it is the responsibility/ onus of the selected Bidder to prove that the outage is attributable to MOSPI. The selected Bidder shall obtain the proof authenticated by the MOSPI's official that the outage is attributable to the MOSPI.
7. The total deduction per quarter shall not exceed 20% of the total QP value
8. Two consecutive quarterly deductions amounting to more than 20% of the QPs on account of any reasons will be deemed to be an event of default and termination
9. It is the right of the MOSPI to bring/deploy any external resources / agencies at any time for SLA review
10. No Carry forward of any penalties of SLA calculations can be done from any of the preceding quarters
11. The Agency shall deploy sufficient manpower suitably qualified and experienced in shifts to meet the SLA. Agency shall appoint as many team members as deemed fit by them, to meet the time Schedule and SLA requirements.

7.7 Professional Project Management

Bidder shall execute the project with complete professionalism and full commitment to the scope of work and the prescribed service levels. Bidder shall attend regular Project Review Meetings scheduled by MOSPI and shall adhere to the directions given during the meeting. Following responsibilities are to be executed by the Bidder in regular manner to ensure the proper management of the project:

- a) Finalization of the Project plan in consultation with MOSPI and its consultant. Project Plan should consist of work plan, communication matrix, timelines, Quality Plan, IT Infrastructure Management Plan, etc.
- b) Preparation and regular update of the Risk Register and the Mitigation Plan. Timely communication of the same to all the identified project stakeholders
- c) Submission of Weekly Project Progress Reports
- d) Monthly Compliance report, which will cover compliances to Project Timelines, Hardware and Software delivered, SLAs, etc.

7.8 Use & Acquisition of Assets during the term

The Bidder shall:

1. Take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the project and other facilities leased/owned by the Bidder exclusively in terms of the delivery of the services as per this CA (hereinafter the "Assets") in proportion to their use and control of such Assets which will include all upgrades/enhancements and improvements to meet the needs of the project arising from time to time
2. Term "Assets" also refers to all the hardware / Software / furniture / data / documentations / manuals/ or any other material procured, created or utilized by the Bidder or MOSPI for implementation of IT Infrastructure solution.
3. Keep all the tangible Assets in good and serviceable condition (reasonable wear and tear excepted) suitably upgraded subject to the relevant standards as stated in the bid to meet the SLAs mentioned in the contract and during the entire term of the Agreement
4. Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets and which are provided to the Bidder will be followed by the Bidder and any person who will be responsible for the use of the Asset
5. Take such steps as may be recommended by the manufacturer of the Assets and notified to the Bidder or as may be necessary to use the Assets in a safe manner
6. To the extent that the Assets are under the control of the Bidder, keep the Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them
7. Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law
8. Use the Assets exclusively for the purpose of providing the Services as defined in the contract

9. Ensure the integration of the software with hardware to be setup and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to MOSPI of this Project in an efficient and speedy manner
10. Bidder shall not use MOSPI data to provide services for the benefit of any third party, as a service bureau or in any other manner

7.9 Security and Safety

The Bidder will comply with the directions issued from time to time by MOSPI and the standards related to the security and safety in so far as it applies to the provision of the Services

2. Adherence to basic e-Governance Guidelines and Standards for data structure (if any) shall be adhered to.
3. Bidder shall also comply with MOSPI's information technology security and standard policies in force from time to time as applicable. MOSPI shall share the relevant guidelines and standards to the Bidder upon signing of the CA.
4. Bidder shall use reasonable endeavours to report forthwith in writing to all the partners /contractors about the civil and criminal liabilities accruing due to any unauthorized access (including unauthorized persons who are employees of any Party) or interference with MOSPI's data, facilities or Confidential Information.
5. The Bidder shall upon reasonable request by MOSPI or his/her nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
6. Bidder shall promptly report in writing to MOSPI any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at MOSPI.

7.10 Performance Bank Guarantee

The Bidder shall at its own expense, deposit with department, within 30 days of the notification of award (done through issuance of the Purchase Order/ Letter of Acceptance), an unconditional and irrevocable Performance Bank Guarantee (PBG) from nationalized/ Scheduled Bank as per the format placed at Section 7.25 of this Bid Document, payable on demand, for the due performance and fulfilment of the contract by the Bidder. This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the Bidder.

The PBG would be valid for a period of 3 more months from the date of validity of the Contract. The PBG may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the PBG. In the event, Bidder being unable to service the contract for whatever reason, department would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the

Contract in the matter, the proceeds of the PBG shall be payable to department as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. Department shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

Department shall also be entitled to make recoveries from the Bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

7.11 Indemnity

The Bidder agrees to indemnify and hold harmless MOSPI, its officers, employees and agents(each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses , claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from

1. Any mis-statement or any breach of any representation or warranty made by the Bidder or
2. The failure by the Bidder to fulfill any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created by Bidder pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by Bidder pursuant to this Agreement, or the SLAs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by "Implementation of the IT Infrastructure product by itself at the direction of MOSPI, or
3. Any compensation / claim or proceeding by any third party against MOSPI arising out of any act, deed or omission by the Bidder or
4. Claim filed by a workman or employee engaged by the Bidder for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred. Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

7.12 Third Party Claims

Subject to Sub-clause (b) below, the Bidder (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favour or any person, corporation or other entity

(including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.

2. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:

a. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

b. The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.

c. If the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.

The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

e. Bidder hereby indemnify and hold indemnified MOSPI harmless from and against any and all damages, losses, liabilities, expenses including legal fees and cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.

f. All settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; and (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

g. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and

h. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates;

i. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee (PBG), if such indemnity is not paid, either in full or in part, and on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates. The format for PBG is placed at Section 7.25.

3. Bidder will defend or settle third party claims against MOSPI solely attributable to the Bidder's infringement of any copyrights, trademarks or industrial design rights alleged to have occurred in respect of Bidder branded hardware/software/deliverables etc. (together "deliverables") supplied by the Bidder. The Bidder shall pay all costs, damages and attorney's fees that a court finally awards.

4. MOSPI shall provide the Bidder with prompt notice of such claim and extend full cooperation and assistance, information and authority reasonably necessary to defend or settle such claim. The Bidder will have adequate opportunity to control the response thereto and the defense thereof.

5. Further as an exclusion, the Bidder shall have no obligation for any claim of infringement to the extent arising from use of the deliverables in a way not indicated in the statement of work or in any specifications or documentation provided with such deliverable

7.13 Warranties

The Bidder warrants and represents to MOSPI that:

- a. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
- b. This Agreement is executed by a duly authorized representative of the Bidder;
- c. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.

2. In the case of the SLAs, the Bidder warrants and represents to MOSPI, that:

- a. The Bidder has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
- b. The SLAs shall be executed by a duly authorized representative of the Bidder;
- c. The Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the bid;
- d. Bidder has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;
- e. The Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;
- f. Bidder will warrant that the solution provided under the contract is new, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.
- g. The Bidder shall ensure defect free operation of the entire solution and shall replace any such components, equipment, software and hardware which are found defective and during the entire contract period the Bidder shall apply all the latest upgrades/patches/releases for the software after appropriate testing. No costs shall be

paid separately for the warranty other than what are the costs quoted by the Bidder and as specified in the contract.

. If the Bidder uses in the course of the provision of the Services, components, equipment, software and hardware manufactured by any third party and which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through third party manufacturer's Warranties relating to those components, equipment, software and hardware to the extent possible.

3. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Bidder is unable to meet the obligations pursuant to the Implementation of the IT Infrastructure Solution, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, MOSPI will have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days to the Bidder.

The 30 day notice period shall be considered as the 'Cure Period' to facilitate the Bidder to cure the breach. The PBG shall be evoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

7.14 Force Majeure

The Bidder shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the "reasonable" control of the Bidder, not involving the Bidder's fault or negligence and not foreseeable. Unforeseen circumstances or causes beyond the control of the Bidder include but are not limited to acts of God, war, riot, acts of civil or military authorities, fire, floods, accidents, terrorist activity, strikes or shortages of transportation facilities, fuel, energy, labor or material.

For the Bidder to take benefit of this clause it is a condition precedent that the Bidder must promptly notify MOSPI, in writing of such conditions and the cause thereof within five calendar days of the arising of the Force Majeure event. MOSPI, or the consultant / committee appointed by MOSPI shall study the submission of the Bidder and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by MOSPI in writing, the Bidder shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, MOSPI and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of MOSPI shall be final and binding on the Bidder.

7.15 Resolution of Disputes

MOSPI and the Bidder shall make every attempt to resolve dispute amicably, by direct information, negotiations of any disagreement or dispute arising between them under or in connection with this agreement. All differences disputes arising under and out of these present, or in connection with this agreement shall be first referred to the senior executives of each party for an amicable solution. If the dispute is not resolved within a period of thirty (30) days, the same shall be referred to arbitration in accordance with Arbitration and Conciliation Act, 1996 (including all amendments thereto). Each party shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator. The decision of the arbitrators shall be final and binding on both parties. The venue of arbitration shall be in Kolkata, India. Subject to the above, this Agreement shall be subject to the jurisdiction of the courts in Kolkata, India.

7.16 Limitation of Liability towards MOSPI

The Bidder's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The Bidder shall be liable to MOSPI for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Bidder and its employees, including loss caused to MOSPI on account of defect in goods or deficiency in services on the part of Bidder or his agents or any person / persons claiming through or under said Bidder. However, such liability of Bidder shall not exceed the total value of the Agreement.

Bidder's aggregate liability in connection with obligations undertaken as a part of this contract regardless of the form or nature of the action giving rise to such liability, shall be at actual and limited to the amount paid by MOSPI for:

- (i) the particular hardware/software; or
- (ii) services provided during the twelve (12) months immediately preceding the date of the claim; that in each case is the subject of the claim.

This limit shall not apply to damages for bodily injury (including death) and damage to real property and tangible personal property for which the Bidder is legally liable.

7.17 Conflict of Interest

- The Bidder shall disclose to MOSPI in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or its team) in the course of performing the Services as soon as it becomes aware of such a conflict. Bidder shall hold MOSPI's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.
- In the event of any question, dispute or difference arising under the agreement or in connection there-with, the same shall be referred to the sole arbitration of the Chairman of Board, MOSPI or in case his designation is changed or his office is abolished, then in

such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the Chairman of Board, MOSPI or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the Chairman of Board or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Chairman of Board or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the Chairman of Board, MOSPI or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- The venue of the arbitration proceeding shall be the office of the Chairman of Board, MOSPI, or such other places as the arbitrator may decide.

7.18 Data Ownership

All the data created as the part of the project shall be owned by MOSPI. The Bidder shall take utmost care in maintaining security, confidentiality and backup of this data. MOSPI shall retain ownership of any user created/loaded data and applications hosted on Bidder's infrastructure and maintains the right to request (or should be able to retrieve) full copies of these at any time.

7.19 Fraud and Corruption

- MOSPI requires that Bidder must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, MOSPI defines, for the purpose of this provision, the terms set forth as follows:
- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of MOSPI in contract executions.
- "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to MOSPI, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificially high

or non-competitive levels and to deprive MOSPI of the benefits of free and open competition.

- “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by MOSPI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- “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 Selection Process.
- “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- If it is noticed that the Bidder has indulged into the Corrupt / Fraudulent / Undesirable / Coercive practices (as be decided by a court or competent authority with appropriate jurisdiction), it will be a sufficient ground for MOSPI for termination of the contract and initiate black-listing of the vendor.

7.20 Exit Management

(i) Exit Management Purpose

This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period starts, in case of expiry of contract, at least 3 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the Bidder. The exit management period ends on the date agreed upon by MOSPI or Three months after the beginning of the exit management period.

(ii) Confidential Information, Security and Data

Bidder will promptly, on the commencement of the exit management period, supply to MOSPI or its nominated agencies the following:

- a. Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project’s customized source code; any other data and created as confidential information part of or is related to this project;
- b. Project data as is reasonably required for purposes of the project or for transitioning of the services to its replacing successful Bidder in a readily available format.
- c. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable MOSPI and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the Services to MOSPI or its nominated agencies, or its replacing vendor (as the case may be).

d. The Bidder shall retain all of the above information with them for 45 days after the termination of the contract, post which the provider has to wipe/purge/delete all information created or retained as part of this project.

e. Bidder will sign a Non-Disclosure Agreement with MOSPI IT Department. The format for the same has been included in Annexure I Section 8.7.

f. Bidder shall ensure deploying software and software tools for the cloud solution maintaining industry standards.

g. The bidder shall ensure availability of required infrastructure to manage the implemented cloud solution with the in-coming vendor post exit. Plan for this shall be made by the bidder and presented to MOSPI and in due consultation with other stakeholders of the project.

(iii) Employees

Promptly on reasonable request at any time during the exit management period, the Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to MOSPI a list of all employees (with job titles and communication address) of the Successful Bidder, dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the Successful Bidder, MOSPI or Replacing Vendor may make an offer of contract for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by MOSPI or any Replacing Vendor.

(iv) Other conditions

a. The bidder shall not delete any data at the end of the agreement from the underlying CSP's Cloud environment (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of the Purchaser. The Purchaser shall pay to the bidder the cost associated with retaining the data beyond 45 days. The associated cost shall be arrived at based on the cost figures indicated in the commercial quote submitted by the bidder.

b. The underlying CSP shall be responsible for providing the tools for import / export of VMs, associated content, data, etc., and the bidder, in consultation with the Purchaser, shall be responsible for preparation of the Exit Management Plan and carrying out the exit management / transition related activities.

c. The bidder shall provide the Purchaser or its nominated agency with a recommended exit management plan ("Exit Management Plan") or transition plan indicating the nature and scope of the underlying CSP's transitioning services. The Exit Management Plan shall deal with the following aspects of the exit management in relation to the Agreement as a whole or the particular service of the Agreement:

- Transition of Managed Services

- Migration from the incumbent Cloud Service Provider's environment to the new environment

d. The bidder is responsible for both transition of the services as well as migration of the VMs, Data, Content and other assets to the new environment.

e. The Managed Service Provider shall carry out the migration of the VMs, data, content and any other assets to the new environment (alternate Cloud Service Provider or Data

Centre) identified by the Purchaser to enable successful deployment and running of the Purchaser's solution in the new environment.

f. The format of the data transmitted from the current CSP to the new environment identified by the Department should leverage standard data formats (e.g., OVF, etc.) whenever possible to ease and enhance portability. The format shall be finalized in consultation with the Purchaser.

g. The bidder shall transition Purchaser's solution including retrieval of all data in the formats approved by the Purchaser.

h. The bidder shall ensure that all the documentation required by the Purchaser for smooth transition (in addition to the documentation provided by the underlying Cloud Service Provider) are kept up to date and all such documentation is handed over to the Purchaser during regular intervals as well as during the exit management process.

i. The bidder shall transfer the organizational structure developed during the term to support the delivery of the Exit Management Services. This will include:

- Documented and updated functional organization charts, operating level agreements with third-party contractors, phone trees, contact lists, and standard operating procedures.

- Physical and logical security processes and tools, including catalogues, badges, keys, documented ownership and access levels for all passwords, and instructions for use and operation of security controls.

j. The bidder shall carry out following key activities, including but not limited to, as part of the knowledge transfer:

- Preparing documents to explain design and characteristics

- Carrying out joint operations of key activities or services

- Briefing sessions on processes and documenting processes

- Sharing the logs, etc. e. Briefing sessions on the managed services, the way these are deployed on Cloud and integrated

- Briefing sessions on the offerings (IaaS/PaaS/SaaS) of the underlying Cloud Service Provider

- The Managed Service Provider shall transfer know-how relating to operation and maintenance of the solution, software, Cloud Services, etc.

(v) Exit Management Plan

Successful Bidder shall provide MOSPI with a recommended "Exit Management Plan" within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

a) A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor 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 the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
- c) Plans for provision of contingent support to the implementation of IT Infrastructure Solution for a reasonable period (minimum one month) after transfer.
- d) Exit Management Plan shall be presented by the Bidder to and approved by MOSPI or its nominated agencies.
- e) The terms of payment as stated in the Terms of Payment Schedule include the costs of the Bidder complying with its obligations under this Schedule.
- f) During the exit management period, the Bidder shall use its best efforts to deliver the services.
- g) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

(vii) Rights of Access to Information

At any time during the exit management period, the Bidder will be obliged to provide an access of information to MOSPI and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to implementation of IT Infrastructure Solution for MOSPI.

7.21 Termination of Contract

MOSPI may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the Bidder and terminate the contract either in whole or in part:

- Where MOSPI is of the opinion that there has been such Event of Default on the part of the service provider which would make it proper and necessary to terminate this Contract and may include failure on the part of the service provider to respect any of its commitments with regard to any part of its obligations under its bid, the RFP or under this Contract
- Where it comes to MOSPI's attention that the service provider is in a position of actual conflict of interest with the interests of MOSPI, in relation to any of services arising out of services provided under the resultant contract or this RFP
- If the Bidder fails to deliver any or all of the project requirements / operationalization / Operational Acceptance of project within the time frame specified in the contract; or
- If the Bidder fails to perform any other obligation(s) under the contract.
- Prior to providing a notice of termination to the Bidder, MOSPI shall provide the Bidder with a written notice of 30 days instructing the Bidder to cure any breach/ default of the Contract, if MOSPI is of the view that the breach may be rectified.

- On failure of the Bidder to rectify such breach within 30 days, MOSPI may terminate the contract by providing a written notice of 30 days to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MOSPI. In such an event the Bidder shall be liable for penalty imposed by MOSPI.
- In the event of termination of this contract for any reason whatsoever, MOSPI is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to
- ensure an efficient transition and effective continuity of the services which the Bidder shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to MOSPI and/ or succeeding vendor, as may be required, to take over the obligations of the Bidder in relation to the execution/ continued execution of the requirements of this contract.

7.22 Confidentiality

- I. Service provider shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- II. Additionally, the service provider shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- III. MOSPI shall retain all rights to prevent, stop and if required take the necessary punitive action against the service provider regarding any forbidden disclosure.
- IV. Service provider should provide non-disclosure agreement, which shall be duly approved by the MOSPI

For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

- a) Information already available in the public domain;
- b) Information which has been developed independently by the service provider
- c) Information which has been received from a third party who had the right to disclose the aforesaid information;
- d) Information which has been disclosed to the public pursuant to a court order.

7.23 Miscellaneous

a) Confidentiality

“Confidential Information” means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party (whether a Party to the contract or to the SLA) in the course of or in connection

with the contract (including without limitation such information received during negotiations, location visits and meetings in connection with the contract or to the SLA) or pursuant to the contract to be signed subsequently.

Except with the prior written permission of MOSPI, the Bidder (including all partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Bidder and its Personnel make public the recommendations formulated in the course of, or as a result of the project. In matters pertaining to privacy of data, the Bidder (including all partners) shall not use any data for analytical/commercial reasons whatsoever.

The Bidder recognizes that during the term of this Agreement, sensitive data will be procured and made available to it, its Sub contractors and agents and others working for or under the Bidder. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to the Department whose data is used but also to its stakeholders. The function of MOSPI requires the Bidder to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article will result in MOSPI and its nominees receiving a right to seek injunctive relief and damages, from the Bidder.

The restrictions of this Article shall not apply to confidential information that:

- a) Is or becomes generally available to the public through no breach of this Article by the Recipient; and
- b) Was in the recipient’s possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; and
 - a) Is developed by the Recipient independently of any of discloser’s Confidential
 - b) Information; and
- c) Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; and
- d) Is identified in writing by the Discloser as no longer proprietary or confidential; or
- e) Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

To the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:

- a) Its employees, agents and independent contractors and to any of its affiliates and their respective independent contractors or employees; and
- b) Its professional advisors and auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article

and in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.

The provisions of this Article shall survive the expiration or any earlier termination of this Agreement.

a) Standards of Performance

The Bidder shall provide the services and carry out their obligations under the Contract with due diligence, efficiency and professionalism/ethics in accordance with generally accepted professional standards and practices. The Bidder shall always act in respect of any matter relating to this contract. The Bidder shall abide by all the applicable provisions

/ Acts / Rules Regulations, Standing orders, etc of Information Technology standard as prevalent in the country. The Bidder shall also conform to the standards laid down by or Government of India from time to time. Such standards and guidelines shall be shared with the Bidder by MOSPIup on signing of the Contract.

b) Sub Contracts

There should be no sub-contracting. The Bidder shall not sub-contract work to any other party.

c) Care to be taken while working at MOSPI Office

Bidder should follow instructions issued by concerned Competent Authority from time to time for carrying out work at designated places. Bidder should ensure that there is no damage caused to any private or public property. In case such damage is caused, Bidder shall immediately bring it to the notice of concerned organization and MOSPI in writing and pay necessary charges towards fixing of the damage.

Bidder shall ensure that its employees/representatives don't breach privacy of any citizen or establishment during the course of execution or maintenance of the project.

d) Compliance with Labour regulations

The Bidder shall pay fair and reasonable wages to the workmen employed, for the contract undertaken and comply with the provisions set forth under the Minimum wages Act and the Contract Labour Act 1970. The salary of the manpower working on MOSPI project should be paid using ECS / NEFT / RTGS. A record of the payments made in this regard should be maintained by the Bidder. Upon request, this record shall be produced to the appropriate authority in MOSPI and/or Judicial Body. If complaints are received by MOSPI (or any appropriate authority) appropriate action (Liquidation of Security Deposit, Blacklisting, etc.) may be initiated as deemed necessary against the Bidder.

e) Independent Contractor

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or employment relationship between the Parties to this Agreement. Except as expressly stated in this Agreement nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorizes either Party (i) to

incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any manner whatsoever in each case without obtaining the other Party's prior written consent.

f) Waiver

A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

g) Notices

Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post.

In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below

ADG DQAD,

Data Quality Assurance Division (HQ),

National Statistical Office (NSO),

Ministry of Statistics and Program Implementation (MOSPI),

Government of India, Mahalanobis Bhawan, 164 G.L.T.Road, Kolkata - 700108

Bidder:

Tel: -----

Fax: -----

Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 9.30 am and 5.30 pm at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and 7 calendar days from the date of posting (if by letter).

h) Personnel/Employees

Personnel/employees assigned by Bidder to perform the services shall be employees of Bidder, and under no circumstances will such personnel be considered as employees of

MOSPI. Bidder shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all laws as applicable from time to time. MOSPI shall not be responsible for the above issues concerning to personnel of Bidder.

Bidder shall use its best efforts to ensure that sufficient Bidder personnel are employed to perform the Services, and that, such personnel have appropriate qualifications to perform the Services. MOSPI or its nominated agencies shall have the right to require the removal or replacement of any Bidder personnel performing work under this Agreement. In the event that MOSPI requests that any Bidder personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule and upon clearance of the personnel based on profile review and personal interview by MOSPI or its nominated agencies as per defined SLAs. The Bidder shall depute quality team for the project and as per requirements MOSPI shall have the right to ask Bidder to change the team.

a. Management (Regional Head / VP level officer) of Bidder needs to be involved in the project monitoring and should attend the review meeting at least once in a month.

b. The profiles of resources proposed by Bidder in the technical bid, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' and the Bidder shall not remove such personnel without the prior written consent of MOSPI. For any changes to the proposed resources, Bidder shall provide equivalent or more experienced resources in consultation with MOSPI.

c. Except as stated in this clause, nothing in this Agreement will limit the ability of Bidder freely to assign or reassign its employees; provided that Bidder shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. MOSPI shall have the right to review and approve Bidder's plan for any such knowledge transfer. Bidder shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.

d. Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.

i) Variations & Further Assurance

a. No amendment, variation or other change to this Agreement or the SLAs shall be valid unless made in writing & signed by the duly authorized representatives of the Parties to this Agreement.

b. Each Party to this Agreement or the SLAs agree to enter into or execute, without limitation, whatever other agreement, document, consent & waiver & to do all other things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement or the SLAs.

j) Severability & Waiver

a. if any provision of this Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part

provision shall not affect the other provisions of this Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force & effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid & enforceable provision which achieves to the greatest extent possible the economic, legal & commercial objectives of the illegal, invalid or unenforceable provision or part provision within 7 working days.

b. No failure to exercise or enforce & no delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

k) Survivability

The termination or expiry of this Agreement or the SLAs for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

7.24 Applicable Law

The contract shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of Kolkata courts only.

Attachments to the Agreement:

- i) Scope of Services for the bidder
- ii) Detail Commercial proposal of the Bidder accepted by MOSPI
- iii) Corrigendum Document published by MOSPI subsequent to the Bid Document for this work
- iv) Bid Document of MOSPI for this work
- v) Lol issued by MOSPI to the successful bidder
- vi) The successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the Bid Document

7.25 Performance Bank Guarantee Format

(For a sum of 10% of the value of the contract)

Ref. No. :

Date :

Bank Guarantee No. :

To

Name

Data Quality Assurance Division (HQ), National Statistical Office (NSO), Ministry of Statistics and Program Implementation (MOSPI), Government of India, Mahalanobis Bhawan, 164 G.L.T.Road, Kolkata - 700108

THIS INDENTURE made this ----- day of -----20---- BETWEEN THE ---

-----BANK incorporated under the English / Indian
Companies Acts and carrying on business in <Address> (hereinafter
referred to as 'the bank' which expression shall be deemed to include its
successors and assigns) of the first part -----

inhabitants carrying on business at -----

in <Address> under the style and name of Messers -----

----- (hereinafter referred to as

'the contractors') of the second part Shri-----

THE Data Quality Assurance Division (HQ), National Statistical Office (NSO), Ministry of Statistics and Program Implementation (MOSPI), Government of India, Mahalanobis Bhawan, 164 G.L.T.Road, Kolkata - 700108 (hereinafter referred to as MOSPI which expression shall be deemed, also to include his successor or successors for the time being in the said office of MOSPI) of the third part and THE <ADDRESS><ADDRESS> (hereinafter referred to as '<<>>') of the fourth part WHEREAS the contractors indemnify and keep indemnified the Corporation against any loss or damage that may be caused to or suffered by the Corporation by reason of any breach by the contractors of any of the terms and conditions of the contract that will be entered subsequently (within 15 days) and/or in the performance thereof against Letter of Intent number ----- dated ----- for the project **"Request for Proposal for Selection of Cloud Service Provider for providing IT Infrastructure Services for supporting GSS (General Survey Solution) for MOSPI "** of ----- department having tender No. No.40-14/MOSPI/SWAYAM/RFP/CLOUD/2016 amount Rs.----- ----- and the terms of such tender / contract require that the contractors shall deposit with the Commissioner as earnest money and/ or the security a sum of Rs.----- (Rupees-----) -----) AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the contractors will provide that such deposit shall remain with and will be appropriated by the Commissioner towards the Security Deposit to be taken under the contract and be redeemable by the contractors, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them thereunder AND WHEREAS the contractors are constituents of the Bank and in order to facilitate the keeping of the accounts of the contractors, the Bank with the consent and concurrence of the contractors has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractors depositing with the Commissioner the said sum as earnest money and/or the security as aforesaid AND WHEREAS accordingly the Commissioner has

agreed to accept such undertaking. NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the contractors (hereby testified) UNDERTAKES WITH the Commissioner to pay to the Commissioner upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole Rs.-----

----- (Rupees-----
-----) under the terms of the said tender and/or the contract. The B.G. is valid upto-----

We agree that the decision of the Corporation, whether any breach of any of the terms and conditions of the contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Corporation shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Corporation.

“Notwithstanding anything what has been state above, our liability under the above guarantee is restricted to Rs. -----
----- only and guarantee shall remain in force upto -----
----unless the demand or claim under this guarantee is made on us in writing on or before-----all
your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”.

IN WITNESS WHEREOF

WITNESS (1) -----

Name and -----

Address -----

WITNESS (2) -----

Name and ----- the duly constituted Attorney Manager

Address -----

The Bank and the said Messrs-----

----- (Name of

the bank)

WITNESS (1) -----

Name and -----

Address -----

WITNESS (2) ----- for Messrs -----

Name and ----- (Name of the contractor)

Address -----

Have hereinto set their respective hands the day and year first above written.

The undertaking-cum-indemnity bond is binding upon us/our heirs, executors, administrators, and assigns and/or successors and assigns.

Signature of Authorized Signatory: Proprietor/Partners/Directors/POA holder (with official seal)

Place :

Date :

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

8. Annexure I: Instructions for Pre-Qualification Bid

8.1 Pre-Qualification Cover Letter

Date: dd/mm/yyyy

To

MOSPI Name and Address

Sub: Request for Proposal for Selection of Cloud Service Provider for providing IT Infrastructure Services for supporting GSS (General Survey Solution) for MOSPI

Ref: Tender No: <No> Dated <DD/MM/YYYY>

Dear Sir,

We, the undersigned, offer to provide Systems Integrator services to MOSPI with reference to your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Pre-qualification bid.

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

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for 180 number of days from the date of submission of the proposal.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

8.2 Template for Pre-Bid Queries

#	Page No.	Section (Name & No.)	Statement as per RFP	Statement as per bidder	Justification for query (if any)

9. Annexure II: Instructions for Technical Bid Document Format

9.1 Technical Bid Cover Letter

(Bidder Company letter head)

[Date]

To

MOSPI Name and Address

Dear Sir,

Request for Proposal for Selection of Cloud Service Provider for providing IT Infrastructure Services for supporting GSS (General Survey Solution) for MOSPI

Ref: Tender No: <No> Dated <DD/MM/YYYY>

Having examined the bid document, the receipt of which is hereby duly acknowledged, we, the

undersigned, offer to provide the services for providing cloud services to host MOOC application

of MOSPI as required and outlined in the RFP.

We attach hereto the bid Technical response as required by the bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all the services put forward in this RFP or

such features as may subsequently be mutually agreed between us and MOSPI.

We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of 180 days from the date of submission of bid and it shall remain binding upon us with full force and virtue, until within this period a formal agreement is prepared and executed. This bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding agreement between us and MOSPI.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered to MOSPI is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead MOSPI as to any material fact.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

9.2 Checklist for the documents to be submitted Technical Proposal (Packet A)

Sr. No	Documents Required	Page No. in the offer
1.	Brief Summary of the Hardware and Software offered	
2.	Project Management and Implementation Methodology	
3.	Migration Plan and Methodology	
4.	Bidders compliance with the Technical Bill of Material (to be provided by the Bidder as per Annexure II Section 9.8)	
5.	Technical Brochures/ Documents/ Manuals from OEM containing the list of functionalities as mentioned in Annexure II Section 9.8	
6.	Clear articulation and description of the design and technical solution and various components including details of the operating System and other software proposed	
7.	Details of Resources Proposed	
8.	Extent of compliance to the scope of work	
9.	Maintenance and support for proposed Solution	
10.	Risk Mitigation Plan	
11.	Strength of the bidder to provide services with examples of case studies of similar solutions implemented for past clients	
12.	Approach and Methodology of management of SLA requirements and articulate how SLA requirements would be adhered.	
13.	Other Documents (as per requirements of the bid)	

9.3 Format for citations for Bidders Experience

Sr. No.	Item	Bidder's Response
1	Name of Bidder entity (Lead bidder/ consortium member with bidder name)	
2	Assignment Name	
3	Name of Client	
4	Name of the entity engaged in the Assignment	
5	Country	
6	Contact Details	
7	(Contact Name, Address, Telephone Number)	
8	Approximate Value of the Contract	
9	Duration of Assignment (months)	
10	Award Date (month/year)	
11	Completion Date (month/year)	
12	Narrative description of the project	
13	Details of Work that defines the scope relevant to the requirement	
14	Documentary Evidence	

9.4 Technical Requirements Specification

Sr. No.	Compliance	Marks
Virtual Machine and Compute Requirements		
1	The service shall be available online, on-demand and dynamically scalable up or down per request for service from the end users (The Client) with two factor authentication via the SSL through a web browser	1
2	Service shall provide auto-scalable, redundant, dynamic computing capabilities of virtual machines	1
3	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	1
4	Configuration and Management of the virtual machines shall be enabled via Web browser over SSL VPN client only.	1
5	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 Client 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 Client as per stipulations and shall ensure that the data cannot be forensically recovered.	1
6	Monitor VM up/down status and resource utilization such as RAM, CPU, Disk, IOPS and network	1
7	Provide hardware or software based virtual load balancer Services (VLBS) through a secure, hardened, redundant CSP Managed Virtual Load Balancer platform/ service.	1

8	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.	1
9	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.	1
10	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.	1
11	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	1
12	The Client retains the right to request full copies of these virtual machines at any time.	1
13	The Client retains ownership of the application software installed on virtual machines and any application or product that is deployed on the Cloud by the Client.	1
14	Shall support a secure administration interface - such as SSL/TLS or SSH - for the	1
15	Provide the capability to dynamically allocate virtual machines based on load, with no service interruption	1
16	Provide the capability to copy or clone virtual machines for archiving, troubleshooting, and testing	1
17	Cloud provider should offer fine-grained access controls including role-based access control, use of SSL certificates, or authentication with a multi-factor authentication	1
18	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.	1
19	The Client should be permitted to bring and upload additional properly licensed non-operating system software for operation in cloud as required for the Client's solution for use within the Services by installing it directly on a VM.	1
20	Provide facility to configure virtual machine of required vCPU, RAM and Disk.	1
Storage Services		
21	The service shall be available online, on-demand, and dynamically scalable up or down per request for service from the end users (The Client or The Client's nominated agencies) with two factor authentication via the SSL through a web browser.	1
22	Service shall provide scalable, redundant, dynamic storage	1
23	For all volumes pertaining to production VMs, Solid State Device (SSD) based Block Storage should be offered providing minimum 4 IOPS per GB per Volume.	1
24	For the proposed Block Storage, CSP should offer the capability to increase the Volume size in minimum increments of 10GB or lower so	1

	that charges are for the actual usage. Offers the ability to increase the size of an existing block storage volume without having to provision a new volume and copy/move the data.	
25	Block Storage with minimum monthly uptime of 99.99% or higher (as published in the CSP's Public Portal)	1
26	Object storage should be replicated across multiple DC's for better resiliency and should be designed for 99.50% availability and 99.99999999% durability	1
27	Support complete eradication of data such that it is no longer readable or accessible by unauthorized users and/or third parties.	1
28	Offer server-side encryption of data 'at-rest', i.e., data stored on volumes and snapshots	1
Managed Relational Database as a Service		
29	CSP should be able to offer managed relational database service in the cloud for: MySQL, PostgreSQL, SQL Server, MariaDB	1
30	Support synchronous replication and automatic failover of a primary database to a standby database copy in a separate physical datacentre to improve data redundancy	1
31	Offer the capability of performing a manual failover (i.e. forced failover) from the primary database to the standby database	1
32	Offer encryption of data 'at-rest' and 'in-transit'	1
33	Support the creation of on-demand (i.e. user-initiated) point-in-time copies (snapshots) and the restoration of a database instance using one of these copies	1
34	Support vertically scaling the database instance (vCPU / Memory / Storage)	1
35	Support automated database backups	1
36	Minimum monthly uptime of 99.5% or higher	1

10. Annexure III – Instructions for Commercial Bid Format

10.1 Commercial Bid Declaration

Date: dd/mm/yyyy

To

MOSPI Official and Address

Sub : Request for Proposal for Selection of Cloud Service Provider for providing IT Infrastructure Services for supporting GSS (General Survey Solution) for MOSPI

Ref : Tender No: <No> Dated <DD/MM/YYYY>

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the bidding documents in

respect of **“Request for Proposal for Selection of Cloud Service Provider for providing IT Infrastructure Services for supporting GSS (General Survey Solution) for MOSPI”** do hereby

propose to provide services as specified in the Bid Document referred above.

1. PRICE AND VALIDITY

All the prices mentioned in our proposal are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this proposal are valid for entire contract duration.

We hereby confirm that our proposal prices exclude all taxes. Taxes may be paid as applicable.

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 in altered under the law, we shall pay the same.

DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Bid Documents and there are no deviations except for those mentioned in Pre-Qualification

Envelope, irrespective of whatever has been stated to the contrary anywhere else in our bid.

3. 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 proposal, we agree to furnish the same in time to your satisfaction.

4. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the Bid Document. The bid price at which the contract is awarded shall hold good for entire tenure of the contract. These prices are indicated in the subsequent sub-sections of this Section.

5. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee in the form prescribed in the Bid Document.

We hereby declare that our proposal 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 proposal is binding on us and that you are not bound to accept any proposal you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorised Signatory)

Name:

Designation:

Address:

Seal:

Date:

Place:

10.2 Commercial Proposal

Checklist for the documents to be submitted (Packet B)

Sr. No	Documents required	Page No. in the offer
1	Commercial Bid Declaration	
2	Best price offer letter	
3	Commercial Bid	

10.3 Best Price Offer Letter Format

On Rs. 200/- Stamp Paper duly notarized by notary with red seal and registration number

Date: dd/mm/yyyy

To

MOSPI Official and Address

Sub : Best Price Offer for the Project ***“Request for Proposal for Selection of Cloud Service Provider for providing IT Infrastructure Services for supporting GSS (General Survey Solution) for MOSPI”***

Ref : Tender No: <No> Dated <DD/MM/YYYY>

Dear

Sir,

“I/ We (full name in capital letters, starting with surname), the proprietor/ Managing Partner/ Managing Director/ Holders of the Business/ Manufacturer/ Authorised Dealer, for the establishment/ firm/ registered company, name herein below, do hereby, state and declare that I/Wewhose names are given herein below in details with the addresses have not filled in this tender under any other name or under the name of any other establishment /firm or otherwise, nor are we in any way related or concerned with any establishment/ firm or any other person, who have filled in the tender for the aforesaid work.”

“I/ We do hereby further undertake that, we have offered the best prices for the subject supply/ work as per the present market rates. Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender.

I/ We further agree and undertake that in the event, if it is revealed subsequently after the allotment of work/ contract to me/ us, that any information given by me/ us in this tender is false or incorrect, I/ We shall compensate MOSPI for any such losses or inconvenience caused to the corporation in any manner and will not raise any claim for such compensation on any ground whatsoever, I/ We agree and undertake that I/ We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/ us or any work assigned to me/ us or is withdrawn by the Corporation.

(Signature of the Authorised Signatory with Full Name & Rubber Stamp)

10.4 Commercial Bid Format & Instructions

The Bidder has to quote the rate for the Bill of Quantity available in Annexure III Section. The bidder must share per unit pricing for each of the components listed in Annexure III Section 10.5. The rates quoted are to be specified in "Per-Item-Per unit" basis. Any tools/software used during the project and support must be clearly discussed and approved with MOSPI and the cost of the same must be solely incurred by the bidder.

It is mentioned that the Commercial Bid evaluation would be done based on the Commercial sheet. The Bidder has to provide per item per unit rates for VM's, Storage and Services for Development, Testing, UAT, Migration activity and Production environment. The cost based on the usage per item per unit shall remain uniform for the entire duration of the contract and shall also remain uniform when scaling up and scaling down of the requirements.

Other Requirements

- All the prices are to be entered in Indian Rupees ONLY
- The above charges must include Cloud DR provisioning (i.e. provisioning of required resource on DR site of Cloud)
- The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
- Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties etc. During the payment stage, MOSPI reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.

10.5 Commercial Sheet Format for Reference

The bidder is required to provide costs as per the following tables. The price in the commercial bid is excluding taxes. Government of India specified taxes would be applied to the price bid.

1. Managed services price bid value (MSPBV)

Sr No.	Description	Total Cost excluding taxes & all duties
1	Cloud Services – Setup Costs	To be filled by the bidder
2	Operations cost	To be filled by the bidder
3	Exit Management Cost (termination or closure)	To be filled by the bidder
Managed services bid value for assessment (MSPBV)		Total

2. Cloud resources price bid value (CRPBV)

This is to discover unit prices so that the department can pay on a pay-as-you go during the consumption of cloud services. The Price quote will be valid throughout the contract duration. This quote is only for commercial evaluation. The actual payment will be as per usage and as defined in the payment terms section. Actual requirements of line items in terms of quantity and usage hours will be as per MOSPI requirement and payment would be made for the same.

Sr No	Application	Modules	Core / per unit	RAM (GB) per unit	SSD Storage(GB) per unit	Other Details	Matching Specific configuration as per CSP	Unit of Measurement for Pricing	Unit price (UP)	Multiplication Factor (MF)	Total price for calculation excluding taxes, duties etc (TP)
1	Adobe	Apache HTTP Server + AEM Dispatcher	4	16	160	Windows Server 2016 Std CPU Launch Year: Year	To be filled by bidder	Hourly	To be filled by bidder	540	Auto-calculated (UP*MF)

						2019 onwards Physical Core to vCPU Ratio: 1:2 (Suitable for Production Environment)					
2	Adobe	AEM Forms	4	16	256	Windows Server 2016 Std CPU Launch Year: Year 2019 onwards Physical Core to vCPU Ratio: 1:2 (Suitable for Production Environment)	To be filled by bidder	Hourly	To be filled by bidder	540	Auto- calculated (UP*MF)
3	Adobe	AEM Forms	4	32	2048	Windows Server 2016 Std CPU Launch Year: Year 2019 onwards Physical Core to vCPU Ratio: 1:2 (Suitable for Production Environment)	To be filled by bidder	Hourly	To be filled by bidder	540	Auto- calculated (UP*MF)

4	Adobe	AEM Forms Author Instance + Apache HTTP Server + AEM Dispatch	2	8	512	Windows Server 2016 Std CPU Launch Year: Year 2019 onwards Physical Core to vCPU Ratio: 1:2 (Suitable for Production Environment)	To be filled by bidder	Hourly	To be filled by bidder	540	Auto-calculated (UP*MF)
5	Adobe	Database (Managed Instance with SQL License) *	4	16	256	Windows Server 2016 Std CPU Launch Year: Year 2019 onwards Physical Core to vCPU Ratio: 1:2 (Suitable for Production Environment)	To be filled by bidder	Hourly	To be filled by bidder	730	Auto-calculated (UP*MF)
6	Smart	Web Server	8	32	1000	Windows Server 2016 Std CPU Launch Year: Year 2019 onwards Physical Core to vCPU Ratio: 1:2	To be filled by bidder	Hourly	To be filled by bidder	540	Auto-calculated (UP*MF)

						(Suitable for Production Environment)					
7	smart	Database (Managed Instance with SQL License) *	8	64	1000	Windows Server 2016 Std CPU Launch Year: Year 2019 onwards Physical Core to vCPU Ratio: 1:2 (Suitable for Production Environment)	To be filled by bidder	Hourly	To be filled by bidder	730	Auto-calculated (UP*MF)
8		Virtual Machine for Testing/ Pre-Production Requirement	4	8	128	Windows Server 2016 Std CPU Launch Year: Year 2019 onwards (Suitable for Testing/ Pre-Production Environment)	To be filled by bidder	Hourly	To be filled by bidder	150	Auto-calculated (UP*MF)
9		Virtual Machine for Testing/ Pre-Production	2	8	128	Windows Server 2016 Std CPU Launch Year: Year 2019 onwards (Suitable for Testing/ Pre-	To be filled by bidder	Hourly	To be filled by bidder	150	Auto-calculated (UP*MF)

		Requirement				Production Environment)					
10		Database (Single Instance with SQL License) – Testing/ Pre-production Environment	4	8	256	Windows Server 2016 Std CPU Launch Year: Year 2019 onwards (Suitable for Testing/ Pre-production Environment)	To be filled by bidder	Hourly	To be filled by bidder	150	Auto-calculated (UP*MF)
11		Back up for each month(object Storage)			5TB	Backup for 5 instances + 2 SQL databases (Daily incremental, monthly)	To be filled by bidder	Monthly	To be filled by bidder	1	Auto-calculated (UP*MF)
12		Load Balancer				Throughput of 200 Mbps	To be filled by bidder	Monthly	To be filled by bidder	1	Auto-calculated (UP*MF)
13		DNS services					To be filled by bidder	Monthly	To be filled by bidder	1	Auto-calculated (UP*MF)
14		Next Generation Firewall with UTM feature with throughpu					To be filled by bidder	Monthly	To be filled by bidder	1	Auto-calculated (UP*MF)

		t of 100 Mbps									
15	VPN Gateway					VPN Gateways , unlimited hours , 30 S2S tunnels , 500 P2S tunnels , and 730Hours per month	To be filled by bidder	Monthly	To be filled by bidder	1	Auto-calculated (UP*MF)
16	SIEM with EPS count of 700. With shared soc for monitoring the incident with 100+ people. + Threat Advisory						To be filled by bidder	Monthly	To be filled by bidder	1	Auto-calculated (UP*MF)
17	Anti-Virus for VM						To be filled by bidder	Monthly	To be filled by bidder	1	Auto-calculated (UP*MF)
18	Bandwidth for Egress Data					Unlimited	To be filled by bidder	Per GB / Month	To be filled by bidder	100	Auto-calculated (UP*MF)
19	LDAP server and required					700-800 users	To be filled by bidder	Monthly	To be filled by bidder	1	Auto-calculated (UP*MF)

	Infrastructure										
20	Client licenses for LDAP as a services						To be filled by bidder	Monthly	To be filled by bidder	1	Auto-calculated (UP*MF)
21	Disaster recovery capabilities		<i>As per MEITY specification</i>				To be filled by bidder	Monthly	To be filled by bidder	1	Auto-calculated (UP*MF)
Cloud resources price bid value for assessment (CRPBV)											Total

The cloud resources price bid value for assessment as given in the table above shall be used to arrive at the total price for comparative bid assessment.

3. Total bid value for comparative assessment (TBV)* = CRPBV + MSPBV
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*Total bid value is excluding taxes.

11. About GSS Solution

11.1 Solve common Survey designing and data collection problems through the GSS:

1. Interview Questions Master creation based on Survey category and sub-categories. It can be of any of or beyond the survey categories mentioned below:
2. Socio-Economic Survey (SE), Annual Survey of Industries (ASI), Urban Frame Survey (UFS), Agriculture Surveys and Price Collection surveys, Periodic Labour Force Surveys (PLFS), Agricultural Surveys, Health related Surveys and Enterprise Surveys, etc.
3. Easy selection of questions during designing of any future Survey Form.
4. Easy validations placement on each interview questions.
5. Instant communication within all four divisions due to customized Workflow and notifications in which other user can see the pending action item on his/ her login's Dashboard. Customization of Dashboard, as per the requirement
6. Customization on each type of SMS and Email Notification.
7. Workflow creation and modification within each division.
8. Improvement of data quality with high accuracy due to maximum validations.
9. Speed up data availability due to real time synchronization and validation on survey data.
10. Easy, instant and smooth coordination during survey and post survey among each division.
11. Quick Validation Change in case of any difficulties/ error found during ongoing surveys.

Through this Survey system, it will provide dynamic forms; add or modification in survey setup, implementation of surveys, functionality for planning and design of surveys and it is suitable for surveys of all types like; Socio-Economic Survey(SE), Annual Survey of Industry(ASI), Urban Frame Survey(UFS), Agriculture Surveys and Price Collection surveys, Public Labour Force surveys(PLFS), agricultural surveys, health surveys and enterprise surveys, etc.

Initially the solution will be provided for PLFS & ASUSE surveys for quick feedback. In the later stages of the project it will be converted to Generalized Survey Solution.

11.2 Scope

The list of CAGSI (CAPI enabled General Survey Instruments) in scope features are mentioned below:

1. User Management (CAPI Controller Admin, Division Admins and relevant Sub Admins for the peers)
2. Survey Setup by DQAD Admin
3. Team Formation and Allocation by RO/SRO users.
4. Self-Learning [Training] by SSO/FO/JSO/FI users & other Division users.
5. CAPI [Survey Forms]
6. Back- Office Module [DQAD user]
7. Inspection by SSO/FO user

8. Field Query by FOD, DQAD, SDRD user

9. CAGSI Dashboard

10. Data Backup and Download

11. Validation Change by DQAD user

11.3 Architectures

Terminologies:

Load balancer: A load balancer is a device that acts as a reverse proxy and distributes network or application traffic across several servers. Load balancers are used to increase capacity (concurrent users) and reliability of applications. They improve the overall performance of applications by decreasing the burden on servers associated with managing and maintaining application and network sessions, as well as by performing application-specific tasks.

Dispatcher: Dispatcher is Adobe Experience Manager's caching tool. Dispatcher also helps to protect your AEM server from attack. The Dispatcher helps realize an environment i.e. both fast and dynamic. It works as a part of a static HTML server, with the aim of Storing as much of the site content as is possible, in the form of static website accessing the layout as little as possible.

AEM Forms: Adobe Experience Manager (AEM) provides solution to create, manage, publish, and update complex digital forms while integrating with back-end processes, business rules, and data.

AEM forms combine form authoring, management, and publishing along with correspondence management capabilities, document security, and integrated analytics to create engaging end-to-end experiences.

AEM Author instance: An author instance is an AEM Forms server running in the standard Author run mode for Authoring, managing forms, publishing forms and interactive communications.

AEM Processing instance: Processing: Instance(s) of AEM Forms running in Author run mode with no users assigned to the forms-manager group. The users are not assigned to ensure that form authoring, and management activities are not performed on the Processing instance and occur only on the Author instance. A Processing instance enables the following functionalities:

Processing of raw form data arriving from a Publish instance

- o Secure storage of form data

- o Storage and post-processing of correspondence data arriving from a Publish instance
- o HTML Workspace hosting (for customers using HTML Workspace)

Cold Stand by instances: A cold standby is a redundancy method that involves having one system as a backup for another identical primary system. The cold standby system is called upon only on failure of the primary system.

API: It stands for Application Programming Interface. An API is a software intermediary that allows two applications to talk to each other. In other words, an API is the messenger that

delivers your request to the provider that you're requesting it from and then delivers the response back to you.

Database: A database is a data structure that stores organized information. Databases will contain multiple tables, which will hold the form data.

The architecture for AEM Forms includes the following components:

Core AEM services: Basic services provided by AEM to a deployed application. These include a JCR-compliant content repository, an OSGI service container, a workflow engine, and so on. These services are available to AEM Forms application, but they are not provided by AEM Forms packages. The services are an integral part of the overall stack as they are used by various AEM Forms components.

Forms common services: Provide common functionalities to various AEM Forms components. Except for Document Manager and Watch-Folder support, these services are for internal use by Adobe components and are not intended for use or customization.

Forms services: Provide forms-related functionality, such as form rendition, combining PDF documents generated from forms, and so on. Many of these services are publicly available for consumption by custom code co-deployed in AEM.

Web layer: JSPs or servlets, built over common and forms services, which provide the following functionalities:

- o **Authoring frontend:** A forms authoring and forms management user interface for authoring and managing forms.
- o **Form rendition and submission frontend:** An end user facing interface for use by the end users of the AEM Forms (for example, citizens accessing a government website). This provides form rendition and submission functionalities.
- o **REST APIs:** JSPs and servlets export a subset of forms services for remote consumption by HTTP-based clients, such as the forms mobile SDK.

Apart from the AEM-based components, AEM Forms includes a (JEE-based) Forms Workflows add-on which provides specific supporting services to the AEM components:

Integrated user management: Allows users of the Forms Workflows add-on to be recognized as AEM users as well. This is required for scenarios where single sign-on between AEM and the add-on is required (for example, HTML workspace).

Asset hosting: The Forms Workflows add-on can serve assets (for example, HTML5 forms) rendered on AEM.

Correspondence post-processing: For customers using Correspondence Management, the Forms Workflows add-on can optionally post-process submitted letters via workflows hosted on its workflow engine.