



REQUEST FOR PROPOSAL
FOR
PROCUREMENT OF CLOUD SERVICES

Non Transferrable

ISSUED BY
OFFICE OF THE STATE COORDINATOR, STATE PROJECT MANAGEMNT UNIT, NATIONAL
REGISTER OF CITIZENS, ASSAM

RFP No. NRC/SPMU/Cloud Services/549/2018/1

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RFP for Selection of Cloud Service Provider

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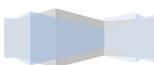
RFP No. NRC/SPMU/Cloud Services/549/2018-1

Date: 14th April 2018

Scope of Work	<p>The Cloud Service Providers are to provide :-</p> <ol style="list-style-type: none">1. Platform as Service (PaaS) & Infrastructure as Service (IaaS) for hosting<ol style="list-style-type: none">a. Online publication of Draft NRC Resultsb. Online Application for Name Correctionc. Online publication of Final NRC2. Deployment on Government Community Cloud/ Virtual Private Cloud3. Virtual Machine and storage.4. Adequate internet bandwidth and connectivity at DC.5. Scalable Cloud resources on demand basis. <p>Detailed Scope of work is provided in this RFP document.</p>
Earnest Deposit submitted	Money to be Rs. 2,00,000/- (Rupees Two lakh only)

Interested Cloud Service Providers (CSPs) may view and download the RFP document containing the detailed terms and conditions, free of cost from the website <http://nrcaassam.nic.in/tenders>

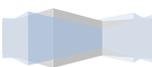
Commissioner & Secretary, Home & Political Department & State Coordinator of National Registration of Citizens, Government of Assam



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Glossary of Acronyms

Acronym	Expansion
CSP	Cloud Service Provider
EMD	Earnest Money Deposit
EMI	Equated Monthly Installment
EQI	Equated Quarterly Installment
GI Cloud	Government of India Cloud
IaaS	Infrastructure as a Service
IAM	Identity and Access Management
IOPS	Input/output operations per second
MSP	Managed Service Provider
O&M	Operations and Maintenance
NRC	National Register of Citizens
PaaS	Platform as a Service
PBG	Performance Bank Guarantee
PCI DSS	Payment Card Industry Data Security Standard
RPO	Recovery Point Objective
RTO	Recovery Time objective
SAS	Serial Attached SCSI
SATA	Serial Advanced Technology Attachment
SCSI	Small Computer System Interface
SI	System Integrator
SLA	Service Level Agreement
SSD	Solid State Drive
VLAN	Virtual Local Area Network
VLB	Virtual Load Balancer
VM	Virtual Machines



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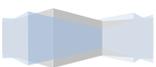
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SECTION I: TECHNICAL SPECIFICATIONS

1. Project Background

The National Register of Citizens (NRC) is the register containing names of genuine Indian CITIZENS. The only time that a National Register of Citizens (NRC) was prepared was in 1951 when after conduct of the Census of 1951, the NRC was prepared by recording particulars of all the persons enumerated during that Census. The NRC is now being updated as per statutory provisions. For getting their names included in the updated NRC, applicants have submitted Applications Forms (family-wise). Application Forms received by Government are verified and based on the results of verification of particulars submitted by the applicants in their Application Forms, the updated NRC shall be prepared. However, to afford another opportunity to the applicants before publication of the final NRC, a Draft NRC shall be published after verification of the Application Forms and the applicants shall be given a chance to submit claims and objections. After verification of all such claims and objections, the final NRC would be published.

1.1. Primary Objective

The primary objective is to setup staging and production environments on cloud that will enable Department / NRC to provide a sustained level of performance to its end stakeholders by provisioning the optimal compute / memory / storage capacities to begin with and having the ability to quickly scale up / down the capacities as per the workload requirements for the series of requirements as listed below in the next sections.

Department / NRC also expects to gain cost efficiencies through the “OpEx” / “pay-per-use” payment model so that Department / NRC pays only for the resources it consumes.

1.2. NRC Progress and Way Forward

The project for collection of application, data & stipulated supporting documents, digitization collation, compilation, verification of data & corresponding field verification and thereafter aggregation of draft NRC was initiated in the last quarter of the year 2014 and since then it is continuously being undertaken for the approximately 3.29 Crore applicants of the state of Assam.



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- As a part outcome of the above set of activities, **Part Draft NRC** was published on the night of 31st December 2017 for approximately 1.90 Crore applicants.
- The outcome of outstanding approximately 1.38 Crore applicants stands to be published henceforth and thereafter the final and comprehensive outcome of all the applications made for NRC.
- In addition to the above, the Office of the State Coordinator, National Registration (NRC), Assam also envisages to provide an Online window to all the applicants for their name correction, if any.

The office of the State Coordinator, NRC, Assam is in the process of completion of Draft NRC.

The anticipated schedule of events, duration of Procurement of Cloud Services along with the purpose is provided herein below:

1.3. Schedule of NRC Publications & Services

#	Milestone	Date	Status
1.	Online Publication of part Draft NRC	31 st December 2017	Completed
2.	Online Publication of complete Draft NRC	30 th June 2018	Envisaged
3.	Online Application for Name Correction	7 th July 2018	Envisaged
4.	Online Publication of Final NRC (Complete)	December 2018	Envisaged

1.4. Online Publication of Part Draft NRC

A total of 3.29 Crore applications were received by the Office of the SCNR. The applications, data, supporting documents were digitized, compiled, collated and thereafter verification of date and field verification were undertaken. Thereafter, a First Part Draft NRC was prepared. This first draft of the Draft NRC was published on the night of 31st December 2017. A total of 1.90 Cr names were published in the First Draft Publication Online.



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Each applicant was provided an Acknowledgment Receipt Number (ARN). The draft NRC results were published online and the applicant could log in to the System and put their ARN get outcome of the application.

Note: Details of Application Stack, Servers, data volume, and internet traffic are provided in Annexure B

1.5. Online Publication of complete Draft NRC

The outstanding Applications not published in the First Publication of Part Draft NRC is envisaged to be published online as shown in the table in the table under clause “**1.3 Schedule of Draft NRC Publication & Services**”.

1.6. Online Application for Name Correction

Applicants, around 3.29 Crore in number, who have made applications in the NRC would be provided opportunity to make online applications for request for “Name Correction”, in case, any inconsistency is identified by any applicant.

1.7. Online Publication of Final NRC (Complete)

After online publication of Second Draft NRC, a comprehensive NRC is envisaged to be published as shown in the table above.

The schedule of events, tentative time frame of the service anticipated to be availed, is shown in the table below:

#	Milestone	Time Line	Status	Duration
1.	Online Publication of complete Draft NRC	30 th June 2018	Envisaged	One Month
2.	Online Application for Name Correction	7 th July 2018	Envisaged	Two Months
3.	Online Publication of Final NRC (Complete)	December 2018	Envisaged	One Month

Note: The duration of procurement of services as mentioned above in the table are indicative only. The NRC reserves the right to extend and / or reduce the duration of procurement of cloud services. In addition, the NRC reserves the right to seek additional

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cloud resources to render additional services at the price discovered through this procurement process.

The NRC also reserves the right to seek additional cloud resource(s) for the cloud service at the price discovered through this procurement process

2. Purpose of the RFP

The purpose of this RFP is to enable the Department to procure cloud services from the provisionally empaneled cloud service offerings of various CSPs.

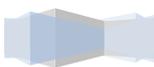
The RFP is not an offer by the Department but an invitation to receive proposals from eligible and interested bidders in respect of the above-mentioned project. The RFP does not commit Department to enter into a binding agreement in respect of the project with the potential bidders. Potential bidders are henceforth referred to as “Bidders” in this document.

3. RFP Issuing Authority & Fact Sheet

S. No	Item	Description
1	Project Title	Procurement of Cloud Services
2	Project Initiator / RFP Issuer Details	
3	Department	Home & Political Department, Government of Assam
4	Contact Person	Shri Tumon Jyoti Hazarika Mobile – 9864365364 Email: tumon.jyoti@nisg.org
5	Contact Person (Alternate)	Shri Nilamani Mahanta Tel – 0361 – 2463303 Email: mis.nrc.assam@gmail.com
6	Email Address for all Bid Correspondence	mis.nrc.assam@gmail.com
17	Address for the purpose of Bid	1st Floor, Achyut Plaza, Guwahati-Shillong

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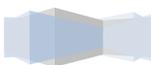
	Submission	Road, Bhangagarh, Guwahati, Assam 781005
8	Venue for Bid Meeting	As above
9	Website for RFP	http://nrcassam.nic.in/tender.html
10	Bid Submission	<p>Submission of Proposals</p> <p>Bidders must submit</p> <ul style="list-style-type: none"> • An original and two additional copies of each proposal along with one copy of non-editable CD for Technical Proposal • One original copy of the Commercial Proposal
11	Selection	The Method of Selection is L1
12	Consortium and Sub Contracting	Not permitted



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4. Calendar of Events

S. No	Particular	Details
1	Start date of issuance of RFP document	14 th April 2018
2	Last date for Submission of Pre-Bid Queries through emails	18 th April 2018, 5:00 pm
3	Pre-Bid Conference	20 th April 2018, 2:30 pm
4	Issue of Clarifications on Pre-Bid Queries	21 st April 2018
5	Last date and time for Bid Submission	5 th May 2018, 3:30 pm
6	Date and time for opening of Technical bids	5 th May 2018, 4:30 pm
7	Date and time for opening of Commercial bids	TBI



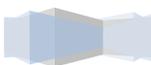
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5. Scope of Work – Cloud Services

5.1. Cloud Services Requirements

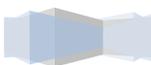
Department / NRC wishes to engage / select CSP for providing Cloud Services for a period as required as mentioned in the Section I, Clause 1, for hosting NRC applications. The scope of work is as under:

1. The Bidder will be responsible for provisioning of required IT infrastructure as IaaS & PaaS for hosting NRC Applications.
2. The proposed landscape for the deployment of NRC applications are
 - a. Staging
 - b. Production
3. The above environments are to be deployed on the Virtual Private Cloud/Government Community Cloud
4. The environment of Virtual Private Cloud/Government Community Cloud shall comply with the respective Provisional Empanelment Compliance Requirements published by Ministry of Electronics Information and Technology, Government of India.
5. Each of the environments mentioned above should be logically isolated, i.e., separate from the production environment in a different VLAN than the production environment and setup such that users of the environments are in separate networks.
6. The Bidder shall be responsible for provisioning required compute infrastructure (server/virtual machines), storage for hosting NRC applications. The bidder has to manage and maintain the VM's including underlying Hardware, Operating systems, antivirus etc. for the contract period. The indicative compute requirements for the IT infrastructure is placed at Annexure B, Form V. Inbuilt Anti-Spam/Malware/Antivirus threats control software.



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7. The bidder will be responsible for provisioning of requisite network infrastructure (including switches, router, firewalls, and load balancers) to ensure accessibility of the servers as per defined SLA's. All the equipment's/Devices in the path have to be in HA mode.
8. The Internet connectivity should be available to the applications as per the SLA requirements stated in Para 9. Additional charges for Data Ingress or Egress will not be paid by NRC/ Department
9. The database server storage has to be provided on high speed disks (SSD's) for better performance
10. The bidder has to provide adequate load balancers for High Availability of the Web applications in DC.
11. Manage the instances of storage, compute instances, and network environments. This includes department-owned & installed operating systems and other system software that are outside of the authorization boundary of the CSP. Service Provider is also responsible for managing specific controls relating to shared touch points within the security authorization boundary, such as establishing customized security control solutions. Examples include, but are not limited to, configuration and patch management, vulnerability scanning, disaster recovery, and protecting data in transit and at rest, host firewall management, managing credentials, identity and access management, and managing network configurations.
12. Provide support to technical team of NRC / Department or nominated agency for Optimization of resources in cloud environment for better performance and also provide physical and virtual access to the technical persons for the resolution of any issue pertaining to the operation, maintenance or rectification to keep the application running without any problem, as authenticated by NRC / Department
13. The bidder should provide 24*7 Helpdesk & Technical support services. This will include system maintenance windows. Bidder should provide a 24*7 operated contact number which will be used by NRC / Department or its authorized agency to raise any issues related to the services provided by the bidder.



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14. CSP should provide training to NRC nominated minimum 3 officials/personnel on usage of the Console and any other technical aspect for monitoring of NRC project.

5.2. Role of existing System Integrator (SI)

Department's existing SI would deploy the IT Applications in the cloud infrastructure. The SI would manage the application, data and the database. The selected CSP shall provide required VMs and other cloud resources and System Software for deploying such applications.

5.3. Indicative Bill of Material

Annexure A, Format V, V.1, V.2, and V.3 provides an indicative Bill of Material required for the hosting the applications. The cloud service shall have auto – scale feature and therefore, the resources as necessitated by traffic demand shall get scaled up.

5.4. Security & Statutory Requirements

5.4.1. Certification/Compliance:

- i. The CSP/Bidder facilities/services need to be certified / compliant to the following standards based on the project requirements:
 - ISO 27001 - Data Center and the cloud services should be certified for the latest version of the standards
 - ISO/IEC 27017:2015-Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology
 - ISO 20000-9-Guidance on the application of ISO/IEC 20000-1 to cloud services
 - PCI DSS - compliant technology infrastructure for storing, processing, and transmitting credit card information in the cloud – This standard is required if the transactions involve credit card payments.
- ii. The CSP/Bidder shall comply or meet any security requirements applicable to CSPs/bidders published (or to be published) by Ministry of Electronics Information and Technology (MeitY), Government of India or any standards

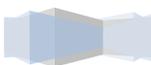
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body setup / recognized by Government of India from time to time and notified to the CSP/Bidder by MeitY as a mandatory standard

- iii. The CSP/Bidder shall meet all the security requirements indicated in the IT Act 2000 the terms and conditions of the Provisional Empanelment of the Cloud Service Providers and shall comply to the audit criteria defined by STQC
- iv. The bidder shall submit the respective certificates issued by the authorized agency/persons

5.4.2. Privacy and Security Safeguards

- i. CSP/Bidder to notify the agency promptly in the event of security incidents or intrusions, or requests from foreign government agencies for access to the data, to enable the agency to manage these events proactively.
- ii. CSP / Bidder to conduct vulnerability assessment scanning of the Portal/Website for every 1 hour till the website is LIVE for rendering services.
- iii. The CSP/Bidder shall ensure that all the storage blocks or multiple copies of data if any are unallocated or zeroed out by the CSPs so that data cannot be recovered. If due to some regulatory reasons if it is required to securely decommission data, Department can implement data encryption at rest using Departments managed keys, which are not stored in the cloud. Then Department may delete the key used to protect the decommissioned data, making it irrecoverable.
- iv. The CSP/Bidder shall report forthwith in writing of information security breaches to the Department by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Project's Data, facilities or Confidential Information.
- v. The CSP undertakes to treat information passed on to them under this Agreement as classified. Such Information will not be communicated /



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published / advertised by the CSP to any person/organization without the express permission of the Department

5.4.3. Confidentiality

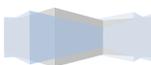
- i. The Bidder shall execute non-disclosure agreements with the Department with respect to this Project. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - information already available in the public domain;
 - information which has been developed independently by the Service Provider;
 - information which has been received from a third party who had the right to disclose the aforesaid information;
 - Information which has been disclosed to the public pursuant to a court order.

5.4.4. Location of Data:

- i. The location of the data (text, audio, video, image files, drawing files, GIS files, pdf, and any compressed data and software (including machine images), that are provided to the CSP for processing, storage or hosting by the CSP services in connection with the Department account and any computational results that Department or any end user derives from the foregoing through their use of the CSP's services) shall be as per the terms and conditions of the Empanelment of the Cloud Service Provider.

5.4.5. E-Discovery:

Electronic discovery (e-discovery) is the process of locating, preserving, collecting, processing, reviewing, and producing Electronically Stored Information (ESI) in the context of or criminal cases/proceedings or investigation. Department must be able



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to access and retrieve such data in a CSP environment in a timely fashion for normal work purposes.

5.4.6. Law Enforcement Request

The Law Enforcement Agency as mandated under any law for the time being in force may seek access to information stored on cloud as provided by the Service Provider. The onus shall be on the Cloud Service Provider to perform all due diligence before releasing any such information to any such law enforcement agency.

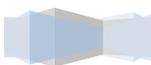
5.4.7. Audit

Department shall ensure that the Cloud Service Provider's services offerings are audited and certified by STQC/MeitY. Department shall include the following clauses in the Agreement:

- i. The Cloud Service Provider's services offerings shall comply with the audit requirements defined under the terms and conditions of the Provisional Empanelment of the Cloud Service Providers (or STQC /MEITY guidelines as and when published).
- ii. The Audit, Access and Reporting Requirements should be as per the terms and conditions of the Provisional Empanelment of the Cloud Service Provider.

5.4.8. Architecture, Auto Scaling & Performance

- i. The proposed architecture for the cloud service should be capable of auto scaling without any manual intervention for all the resources including but not limited to vCPU, vRAM, Bandwidth, storage etc.
- ii. The proposed architecture should Auto scale the cloud workload to meet high / unpredictable demands. In this context, provisioning of Load Balancing, amongst others must be an integral part of the proposed architecture / solution



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- iii. Auto-scaling to be done based on defined rules and parameters e.g., CPU utilization and memory usage
- iv. Scaling should be done both vertically – by increasing the amount of memory available to each instance – or horizontally – by creating additional instances.
- v. The Cloud platform should provide a way to track the billing based on utilization and service levels in a Dashboard
- vi. The architecture should have the inherent feature capability to auto scale the deployed application in the scaled up resources.

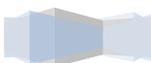
5.4.9. Performance Management

The critical SLAs for cloud services are covered under Section II, Clause 9 of this document.

5.4.10. Audit & Governance Requirements

The CSP shall implement the audit & compliance features to enable Department or its nominated agency to monitor the provisioned resources, performance, resource utilization, and security compliance:

- a. View into the performance and availability of the cloud services being used, as well as alerts that are automatically triggered by changes in the health of those services.
- b. Event-based alerts, to provide proactive notifications of scheduled activities, such as any changes to the infrastructure powering the cloud resources.
- c. System-wide visibility into resource utilization, application performance, and operational health through proactive monitoring (collect and track metrics, collect and monitor log files, and set alarms) of the cloud resources.
- d. Review of auto-scaling rules and limits.
- e. Logs of all user activity within an account. The recorded information should include the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters, and the response elements returned by the cloud service. This is required to enable security analysis, resource change tracking, and compliance auditing.



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- f. Ability to discover all of the provisioned resources and view the configuration of each. Notifications should be triggered each time a configuration changes, and Department or its nominated Agencies should be given the ability to dig into the configuration history to perform incident analysis.
- g. Monitoring of cloud resources with alerts to customers on security configuration gaps such as overly permissive access to certain compute instance ports and storage buckets, minimal use of role segregation using Identity and Access Management (IAM), and weak password policies.
- h. Automated security assessment service that helps improve the security and compliance of applications deployed on cloud by automatically assessing applications for vulnerabilities or deviations from best practices. After performing an assessment, the tools should produce a detailed list of security findings prioritized by level of severity

5.5. Exit Management / Transition Out Requirements

Continuity and performance of the Services at all times including the duration of the Agreement and post expiry of the Agreement is a critical requirement of Department. It is the prime responsibility of CSP to ensure continuity of service at all times of the Agreement including exit management period (may be one month). However, the elapse of the time shall be excused and in no way any facility/services shall be affected/degraded. The responsibilities of Service Provider with respect to Exit Management / Transition-Out services on cloud include:

- a. Provide necessary handholding and transition support to ensure the continuity and performance of the Services to the complete satisfaction of Department
- b. Support Department in migration of the data, content and any other assets to the existing or new environment created by Department or any Agency (on behalf of Department) or on alternate cloud service provider's offerings to enable successful deployment and running of the Department's applications on the new infrastructure by providing a mechanism to Department for the bulk retrieval of all

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- data, scripts, software, images, and so forth to enable mirroring or copying to *Department* supplied industry standard media.
- c. The format of the data transmitted from the cloud service provider to Department should leverage standard data formats (e.g., OVF, VHD...) whenever possible to ease and enhance portability. The format will be finalized by Department.
 - d. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with Department.
 - e. Ensure that all the documentation required by Department for smooth transition including configuration documents are kept up to date and all such documentation is handed over to Department during regular intervals as well as during the exit management process.
 - f. Shall not delete/ purge any data at the end of the without the express approval of Department.
 - g. Once the exit process is completed, remove the *Department* data, content and other assets from the cloud environment and certify that the VM, Content and data destruction to Department as per stipulations and shall ensure that the data cannot be forensically recovered. In this regard, department may seek an undertaking from the CSP
 - i. There shall not be any additional cost associated with the Exit / Transition-out process.

6. Cloud Services Project Timelines

For each episode of Cloud Services requested the Department, the indicative milestones and project timelines are given below:

S No	Project Miles tone	Timelines
1	Issue and Acceptance of Work Order	To
2	Setup of Staging Environment & Handover to Department	To + 3 Days
3	Setup of Production Environment and Handover to Department	To + 7 Days

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SECTION II: BIDDING TERMS & CONDITIONS

1. Instructions to Bidders

1.1. Availability of RFP Documents

The RFP can be downloaded from the website / given under Section 1 clause 3. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid security

1.2. Earnest Money Deposit

- a. Bidders shall submit, along with their Bids, an amount of INR 2, 00,000/- (Rupees Two Lakh only), as Earnest Money Deposit (“EMD”).
- b. EMD can be either in the form of a/c payee DD drawn in favour of **“Commissioner & Secretary, Political Department, I/c NRC Assam”** payable at Guwahati or a Bank Guarantee issued by any of the Nationalized/Scheduled/Commercialized banks of India in the format provided in the Annexure A- Form A.2.
- c. The original copy of EMD should reach to Department office, address as mentioned in Section I clause 3 on or before the time of opening of bid. The original should be posted / couriered / given in person to the concerned authority of Department latest by the last date and time of the bid submission.
- d. EMD in any other form will not be accepted.
- e. EMD shall be valid for a period of Forty-five (45) days beyond the final bid validity period.
- f. EMD payment is exempted for Micro and Small Enterprises (MSE) with NSIC registered organizations in case of Single Point Registration covering all components of the said tender. Copy of valid NSIC Certificate for MSEs along with DIC’s (District Industries Centre) Certificate has to be submitted along with the bid. Relevant documentation

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needs to be submitted along with the bid to substantiate the claim for exemption of EMD failing which, bidder's bid will be liable for rejection.

- g. EMD of all unsuccessful bidders would be refunded by Department within 30 days of the bidder being notified by Department as being unsuccessful and after received a written request from the unsuccessful bidder for refund of the same. EMD of the successful bidder would be returned upon submission of Performance Bank Guarantee.
- h. No interest shall be payable by Department to the Bidder(s) on the EMD amount for the period of its currency.
- i. The bid without adequate EMD, as mentioned above, will be liable for rejection without providing any further opportunity to the bidder concerned.
- j. The bidder shall extend the validity of the EMD on request by Department

1.2.1. Conditions under which EMD may be forfeited

- a. If a bidder withdraws its bid during the period of bid validity or any extension thereof agreed to by the bidder
- b. In case of a successful bidder, if the bidder fails to submit the PBG in accordance with terms and conditions
- c. If any of the bidders modify their bid during the validity period
- d. If the Proposal is varied or modified in a manner not acceptable to Department after opening of Proposal during the validity period or any extension thereof
- e. If the Bidder tries to influence/jeopardize the bidding/evaluation process or submits any forged documents

1.3. Pre Bid Conference

Department may hold a pre-bid meeting with prospective bidders. Refer Fact Sheet for details. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach the designated officer on or before the Date mentioned in the table given in Section I, Clause 4 - Tentative Calendar of Events

The queries should necessarily be submitted in the following format **Form A.1: Request for Clarification Format**



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1.4. Bidders Queries and Department's Response

- a. All enquiries from the prospective bidders relating to this RFP must be submitted in writing exclusively to the contact person notified by Department as above in the format specified in **Form A.1 Request for Clarification Format**. A copy of the bidder enquiries should also be emailed to the bid issuer's email address provided in the Section 1 clause 3. The mode of delivering written questions would be through email only. In no event, Department will be responsible for ensuring that bidders' inquiries have been received by them. Telephone calls or any other mode of communication other than prescribed herein will not be accepted for the queries.
- b. After the RFP is issued to the bidder, Department shall accept questions/inquiries through email from the bidders. Department will endeavour to provide a complete, accurate, and timely response to all questions to all the bidders within two days i.e. 16th April 2018. However, Department makes no representation or warranty as to the completeness or accuracy of any response, nor does Department undertake to answer all the queries that have been posed by the bidders. All responses given by Department will be published on the website given under Section 1 Clause 3. All responses given by Department will be available to all the bidders. Any email communications sent by bidders to Department must be sent to the email address provided in Section 1 Clause 3.
- c. Department will not be bound to clarify any query received after date and time as mentioned in Section 1 Clause 3.

1.5. Supplementary Information / Addendum / Corrigendum / Clarification to the RFP

- a. If Department deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue supplements to this RFP. Such supplemental information, including but not limited to, any additional conditions, clarifications and official communication over email will be communicated to all the bidders by publishing on the website given under



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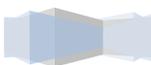
- Section 1 Clause 3. Any such supplement shall be deemed to be incorporated by this reference into this RFP.
- b. The letters seeking clarifications sent either to all the bidders or to specific bidder as the case may be pertaining to pre-bid query shall also be deemed to be incorporated by this reference in this RFP, as the case may be.
 - c. At any time prior to the deadline (or as extended by Department) for submission of bids, Department, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder, may modify the RFP document by issuing amendment(s). All such amendments will be published on the website given under Section 1 Clause 3. All such amendment(s) will be binding on all the bidders.
 - d. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, Department at its discretion, may extend the deadline for the submission of bids.

1.6. Proposal Preparation Costs

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 Department to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the bid process. This RFP does not commit Department to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the contract for implementation of the project.

1.7. Department Right to Terminate the Process

- a. Department may terminate the RFP process at any time without assigning any reason. Department makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone.



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- b. This RFP does not constitute an offer by Department. The bidder's participation in this process may result in Department selecting the bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by Department to execute a contract or to continue negotiations.
- c. Department has the right to terminate this discussions and negotiations process without assigning any reason and no costs will be reimbursed to the participating bidders.

1.8. Accept Part / Whole Bid/ Modifications – Rights thereof

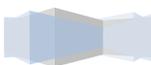
Department reserves the right to modify the specifications / quantities / requirements / tenure mentioned in this RFP including addition / deletion of any of the item or part thereof after pre-bid and the right to accept or reject wholly or partly bid offer, or, without assigning any reason whatsoever. No correspondence in this regard shall be entertained. Department also reserves the unconditional right to place order on wholly or partly bid quantity to successful bidder.

1.9. Authentication of Bids

The original and all copies of the bid shall be typed or written in indelible ink and signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. A certified true copy of the corporate sanctions/approvals/board resolution authorizing its authorized representative to sign/act/execute documents forming part of this proposal including various RFP documents and binding contract shall accompany the bid. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

1.10. Interlineations in Bids

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.



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1.11. Consortium Bids

No Consortium is allowed.

1.12. Venue and Deadline for Submission of Bids

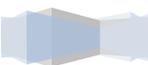
- a. Proposals, in its complete form in all respects as specified in the RFP, must be submitted online at address specified in Section 1 Clause 3.
- b. Last Date & Time of submission: Before the date and time stipulated in schedule given in section1 clause 4
- c. Department may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum. All such addendums will be published on the website given under Section 1 clause 3. In such a case of extension, all rights and obligations of Department and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

1.13. Late Bids

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.

1.14. Conditions under which this RFP is issued

- a. This RFP is not an offer and is issued with no commitment. Department reserves the right to withdraw the RFP and change or vary any part thereof at any stage. Department also reserves the right to disqualify any bidder, should it be so necessary at any stage for any reason whatsoever.
- b. Timing and sequence of events resulting from this RFP shall ultimately be determined by Department
- c. No oral conversations or agreements with any official, agent, or employee of Department shall affect or modify any terms of this RFP and any alleged oral agreement or arrangement made by a bidder with any Department, agency, official

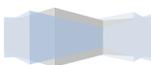


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- or employee of Department shall be superseded by the definitive agreement that results from this RFP process. Oral communications by Department to bidders shall not be considered binding on Department, nor shall any written materials provided by any person other than Department
- d. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against Department or any of their respective officials, agents, or employees arising out of, or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
 - e. The information contained in this document is only disclosed for the purposes of enabling bidders to submit a proposal to Department. No part of this document including the Annexures can be reproduced in any form or by any means, disclosed or distributed to any party not involved in the bid process without the prior consent of Department except to the extent required for submitting bid. This document should not therefore be used for any other purpose.

1.15. Rights to the content of the Proposal

All the bids and accompanying documentation submitted as bids against this RFP will become the property of Department and will not be returned after opening of the proposals. Department is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. Department shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure. Department has the right to use the services of external experts to evaluate the proposal by the bidders and share the content of the proposal either partially or completely with the experts for evaluation with adequate protection of the confidentiality information of the bidder.



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1.16. Modification and Withdrawal of Proposal

- a. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date. Entire bid security shall be forfeited if any of the bidders modify or withdraw their bid during the bid validity period.
- b. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Department, shall be disregarded.
- c. The Bidder may modify, substitute or withdraw its Bid after submission, provided the same is done before the last date of bid submission or that written notice of the modification, substitution or withdrawal is received by the Department prior to the last date and time for submission of Bid. However, after the last date of bid submission, the EMD amount will be forfeited in case of modification, substitution or withdrawal of bid and such modified/ substituted bid will not be considered for evaluation.

1.17. Non- Conforming Proposal

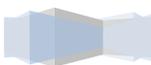
A proposal may be construed as a non-conforming proposal and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP.
- b. If a proposal appears to be “canned” presentations of promotional materials that do not follow the format requested in this RFP or do not appear to address the particular requirements of the proposed solution, and any such bidders may also be disqualified

1.18. Disqualification

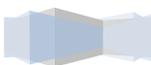
The proposal is liable to be disqualified in the following cases:

- a. Proposal submitted without EMD;
- b. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal;



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- c. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices;
- d. Bidder qualifies the proposal with its own conditions or assumptions;
- e. Proposal is received in incomplete form;
- f. Proposal is received after due date and time for submission of bid;
- g. Proposal is not accompanied by all the requisite documents;
- h. A commercial bid submitted with assumptions or conditions.
- i. If the bidder provides any assumptions in the commercial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest (best value)
- j. Proposal is not properly sealed or signed;
- k. If bidder provides quotation only for a part of the project;
- l. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process;
- m. In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified;
- n. Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract << within 14 days >> of the date of notice of award or within such extended period, as may be specified by Department;
- o. Bidders may specifically note that while evaluating the proposals, if it comes to Department's knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the tenders floated by Department;
- p. If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is



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found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;

- q. Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices; and
- r. In case bidder fails to meet any of the bidding requirements as indicated in this RFP

1.19. Acknowledgment of Understanding of Terms

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

1.20. Offer Validity Period

The offer should remain valid for a period of 180 days from the date of the submission of offer. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal. In exceptional circumstances, at its discretion, Department may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.

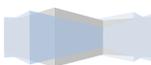
1.21. Language of Proposal

The proposal and all correspondence and documents shall be written in English

2. Bid Submission Instructions

Bid must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. Department will evaluate bidder's bid based on its clarity and the directness of its response to the requirements of the project as outlined in this RFP.

Bidders shall furnish the required information on their technical and price bids in the formats provided in the RFP. Any deviations in format the tender will be liable for rejection



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2.1. Bid Preparation

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Bidders should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

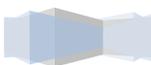
2.2. Documents Comprise of Proposal

- i. Proposal covering letter (covering letter as set forth in Form A.3)
- ii. Technical proposal in the format as specified in Form A.4
- iii. Price bid as specified in Form A.5. Commercial Bid Formats – as per BoQ (Price bid) -
- iv. Undertaking on Absence of Litigation in Form A.6
- v. Organization Information in Form A.7
- vi. Any other information that is required to be submitted in the proposal process.

Note: Please refer to bid formats in Annexure A

2.3. Authentication

- i. The original and all copies of the bid shall be signed by the authorized signatory of the Bidder to bind the Bidder to the Contract. A letter of authorization either as per the Form A.3 shall be supported by a written power-of-attorney by board resolution accompanying the bid or in bidder's standard format. In case the bidder is submitting the power of attorney in bidder's standard format then it should be supported by the certificate issued by the board resolution/Company secretary stating that the person authorized to sign the entire document specific to this project. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid



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- ii. Bidders shall furnish the required information in the enclosed formats only. Any deviations in format may make the bid liable for rejection. The bid document shall be accompanied by a covering letter as per the format in Form A.3. Thus main envelope shall consist of the covering letter, EMD, Technical bid and Price bid Envelopes. Proposals not accompanied with the covering letter shall be liable for rejection.

2.4. Technical Proposal

The bidders are required to submit the prequalification bid in specified format furnishing all the required information and supporting documents.

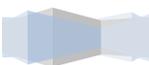
A bid may be rejected at prequalification stage itself and not considered for techno-commercial evaluation if it fails to satisfy the prequalification criteria specified in this RFP.

2.5. Price Bid

- a. Unless expressly indicated, bidder shall not include any technical information regarding the services in the Price bid.
- b. Prices shall be quoted entirely in Indian Rupees and must be arrived at after including all expenses, rates, and taxes. However, GST, if any paid by the CSP is reimbursable after producing documentary evidence.
- c. The Price bid must be detailed. A summary should be included in the form of the pricing matrices given in Form A.5 of this RFP.

2.6. Signature

All proposals must be signed with the bidder's name/ stamp and by a representative of the bidder, who is authorized to commit the bidder to contractual obligations. All obligations committed by such signatories must be fulfilled. Each page of the proposal would be signed/ initialed.



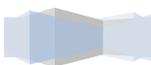
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3. Bid Submission

- a. Each bidder can submit one proposal only.
- b. Department will not accept delivery of proposal in any manner other than that specified in this RFP. Refer Section I, Clause 3 and the table therein. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.

3.1. Submission of Proposal

- a. The bidders should submit their responses as per the format given in this RFP in the manner mentioned in the Section I, Clause 3 and the table therein.
- b. The Response to Technical Proposal and Commercial Proposal should be covered in separate sealed envelopes super-scribing **“EMD Envelope”, “Technical Proposal” and “Commercial Proposal”** respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be. All pages should be numbered as “Page # of n”.
- c. Please Note that Prices should not be indicated directly or indirectly in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
- d. The three envelopes containing copies of **EMD, Technical Proposal and Commercial Proposal** should be put in another single sealed envelope clearly marked << RFP Reference Number>> and the wordings “DO NOT OPEN BEFORE” <<Date and Time as mentioned in the Fact sheet>>.
- e. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- f. All the pages of the proposal 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 Bid.
- g. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder



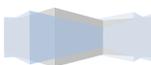
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itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.

- h. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.
- i. In case of any discrepancy observed by Department in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- j. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by Department in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

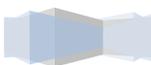
3.2. Prices

- a. The bidder shall quote the price as per specified format fixed for the entire project on a ***single responsibility basis***.
- b. The Bidder's price quote shall include all the components and services to meet the solution requirements.
- c. All the prices will be in Indian Rupees
- d. No adjustment of the price quoted in the Price Proposal shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost. No clauses for price fluctuations due to fluctuation of the Indian currency against any of foreign currency will be accepted during the period of the contract.
- e. The price quoted in the Price Proposal shall be the only payment, payable by the Department to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment specified as in the proposed Price bid or the one agreed between Department and the Bidder after negotiations. The price would be inclusive of all taxes, duties, charges and levies as applicable.



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- f. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the proposal and the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
- g. Bidder should provide all prices, quantities as per the prescribed formats given in RFP. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (zero) in all such fields.
- h. It is mandatory to provide the break-up of all components in the format specified for detailed Bill of Material. The Price bid should include the unit price and proposed number of units for each component. In case of a discrepancy between the Bill of Material and the Price bid, the technical Bill of Material remains valid. In no circumstances shall the Price bid be allowed to be changed / modified.
- i. It is mandatory to provide break-up of all taxes, duties and levies wherever applicable and/or payable. All the taxes of any nature whatsoever shall be borne by the Bidder.
- j. All costs incurred due to delay of any sort, shall be borne by the Bidder.
- k. Department reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.
- l. If the prices of different components are bundled together in the Price Proposal, unbundling of these prices, i.e. allocating prices for individual components during evaluation or during signing the contract, if awarded the contract, will not be allowed.
- m. If the bundling of the price of different services makes it difficult for Department to use them for the purpose of signing the contract, Department shall have the right to reject these Price bids as un-responsive bids.
- n. If the price for any of the services is not explicitly quoted in the price bid or mentioned as zero, it is assumed that the price for that particular element is absorbed in some other service element for which a price has been quoted. Department has the right to source services for which no price was quoted or quoted as zero, at no additional price.



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- o. If taxes or any other applicable charges are not indicated explicitly, they are assumed to be bundled within the prices quoted and unbundling of these charges will not be entertained either during evaluation or contracting.
- p. In the event of any increase or decrease of the rate of taxes due to any statutory notification/s during the term of the Contract, the consequential effect shall be to the account of Department.
- q. Department reserves the right to procure the components/services listed in this RFP in whole or in part. No adjustment of the Agreement price shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the Agreement. The Agreement price shall be the only payment, payable by Department to the successful bidder for completion of the obligations under the Agreement, subject to the terms of payment specified in the Agreement.
- r. The bidders are advised not to indicate any separate discount in the financial bid. Discount, if any, should be merged with the quoted price.

3.3. Correction of Errors

- a. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the proposals are opened. Corrections, if any, should be initialled by the person signing the proposal form before submission, failing which the figures for such items may not be considered.
- b. Arithmetic errors in proposals will be corrected as follows:
 - i. In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall prevail.
 - ii. In case of discrepancy between the cost quoted in the pricing summary sheet for a component and the total cost provided for the component in the detailed cost breakup sheet, the cost quoted in the pricing summary sheet for the component will be considered.
 - iii. In case of discrepancy between the total price given for a line item / component

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and the calculated total price (number of units multiplied by the cost per unit for that line item), the calculated total price will be considered.

- iv. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall prevail.
- v. If the bidder does not accept the correction of errors, its bid will be rejected and EMD shall be forfeited.

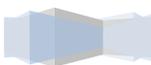
3.4. Non-Conforming Proposal

A proposal may be construed as a non-conforming proposal and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP. Failure to comply with the technical requirements, and acknowledgment of receipt of amendments, are common causes for holding proposals non-conforming.
- b. If a proposal appears to contain only “canned” presentations or promotional materials that do not follow the format requested in this RFP or do not appear to address the project requirements. Such bids may also be held non-conforming.

3.5. Forfeiture of EMD

- a. If any bidder withdraws his bid before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to Department then Department shall, without prejudice to any other right or remedy, be at liberty to forfeit the entire earnest money absolutely.
- b. If bidder fails to furnish the prescribed performance bank guarantee within the prescribed period, the earnest money is absolutely forfeited automatically without any notice.
- c. In case the bidder fails to commence the work specified in the tender documents within 7 days or such time period as mentioned in letter of award, after the date on which Department issues written orders to commence the work, whichever is later,



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Department shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.

- d. If only a part of the work as shown in the bid is awarded, and the bidder does not commence the work, the amount of the earnest money to be forfeited should be worked out with reference to the estimated cost of the work so awarded.
- e. In case of forfeiture of earnest money as prescribed as a to d above, the bidder shall not be allowed to participate in the retendering process of the work, if carried out.

3.6. Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed agreements, engagements, or affiliations with Department. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

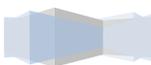
3.7. Termination for Insolvency

- a. Department may at any time terminate the work order / contract without any compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent.
- b. In such event, the Department reserves the right to forfeit the performance bank guarantee of the bidder and award the contract to a replacement bidder.

c. Material Breach

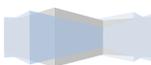
- I. In case the Material Breach continues, after the notice period, the Department will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective.

- II. The Department may by giving a one month's written notice, terminate this Agreement if a change of control of the CSP has taken place.



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- III. In the event that CSP undergoes such a change of control, Department may, as an alternative to termination, require an additional Performance Bank Guarantee in the form prescribed in Annexure from a nationalized bank for an amount as may be decided by the Department for the obligations of CSP. If such a guarantee is not furnished within 30 days of Purchaser's demand, the Department may exercise its right to terminate this Agreement in accordance with this Clause by giving 15 days further written notice to the CSP. In the event of termination of the Agreement under this clause, the Department reserves the right to forfeit the original contract performance bank guarantee.
- d. Effects of termination
 - I. In the event that Department terminates the Agreement pursuant to failure on the part of the CSP to comply with the conditions as contained in this Clause and depending on the event of default, EMD / Performance Guarantee furnished by CSP may be forfeited
 - II. Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule set out in this RFP.
 - III. Department is not liable to pay the CSP any of the following in the event of termination of work by the CSP, without the consent of the Purchaser:
 1. any charge for Services CSP provided and any Deliverables and/or system (or part thereof) CSP delivered prior to termination, AND
 2. any reimbursable expenses CSP incurred prior to or during termination
 3. If Department terminates without cause attributable to the CSP, the Department agrees to pay
 - a) any applicable adjustment expenses CSP incurs as a result of such termination (which CSP will take reasonable steps to mitigate)
 - b) Department agrees to pay CSP for:
 - i) All charges for Services CSP provides and any deliverables and/or system (or part thereof) CSP delivers through termination, and



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ii) Reimbursable expenses CSP incurs through termination.

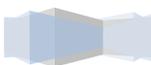
e. Termination of this agreement due to bankruptcy of CSP

- I. The Department may terminate this agreement with immediate effect by serving a written notice to the CSP at any time in the event of CSP reporting an apprehension of bankruptcy to the Department or its nominated agencies.
- II. In such event, the Department reserves the right to forfeit the contract performance security of the CSP and award the contract to a replacement CSP.

3.8. General Conditions

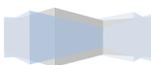
The following terms are applicable to this RFP and the bidder's proposal:

- i. This RFP does not commit Department to enter into a service agreement or similar undertaking with the bidder or any other organization and Department shall have the right to reject or accept any proposal or offer, or any part thereof (e.g., any component of any proposed solution) for any reason whatsoever. Department reserves the right to enter into contract with more than one bidder; can choose not to proceed with any bidder with respect to one or more categories of services/requirements outlined in this RFP; and can choose to suspend the project or to issue a new RFP for this project that would supersede and replace this one.
- ii. Department is not restricted in its rights to use or disclose any or all of the information contained in their proposal, and can do so without compensation to the bidder. Department shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.
- iii. Any work product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of Department unless stated otherwise in the definitive service agreement.
- iv. Timing and sequence of events resulting from this RFP shall ultimately be determined by Department.



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- v. No oral conversations or agreements with any official, agent, or employee of Department shall affect or modify any terms of this RFP. Any alleged oral agreement or arrangement made by a bidder with any Department, IA, official or employee of Department shall be superseded by the definitive service agreement that could result from this RFP process. Oral communications by Department to bidders shall not be considered binding on Department, nor shall any written materials provided by any person other than Department.
- vi. Proposals are subject to rejection if they limit or modify any of the terms and conditions or specifications of this RFP.
- vii. By responding, the bidder shall be deemed to have represented and warranted that its proposal is not made in connection with any competing bidder submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the bidder did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of Department participated directly or indirectly in the bidder's proposal preparation.
- viii. Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against Department or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- ix. Until contract award, bidders shall not, directly or indirectly, solicit any employee of Department to leave Department or any other officials involved in this RFP process in order to accept employment with the bidder, its affiliates, actual or prospective bidders, or any person acting in concert with the bidder, without prior written approval Department
- x. Department reserves the right to cancel this RFP without assigning any reason whatsoever at any time or modify the requirement.



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- xi. Department also reserves the right to modify/relax any of the terms & conditions of the RFP by declaring / publishing such amendments in the websites as mentioned in the Table given in Section 1, Clause 3
- xii. Department in view of project's requirement, may reject any RFP(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage.
- xiii. Department will not be responsible for any misinterpretation or wrong assumption by the bidder.

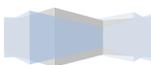
4. Bid Evaluation and Award of Contract

4.1. Bid Opening Sessions

The bids will be opened, in three sessions, one each for EMD Envelope, Technical and Price, in the presence of bidders' representatives (Two per bidder) who choose to attend the Bid opening sessions on the specified date, time and address. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for Department, the bids shall be opened at the same time and location on the next working day. During the bid opening, preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.

4.2. Opening of EMD Envelope

The envelopes containing the EMD will be opened, by a Committee of Officers (the "Committee") appointed by Department for bid evaluation, in the presence of bidders' representatives (only one) who choose to attend the session on the specified date, time and address. EMD envelopes of the bidders will be opened on the same day and time, on which the Technical Bid is opened, and bids not accompanied with the requisite EMD or whose EMD is not in order shall be rejected.



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4.3. Evaluation of Technical Bids

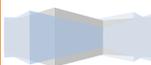
The Technical proposal envelopes of only those bidders, whose EMD is in order, shall be opened in the same session. The bids will then be passed on for evaluation.

The bidders will be assessed on the following Technical criteria:

S No	Mandatory Criteria	Documentary Evidence
1	Bidder 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 3 financial years ending 31 March, 2018	Certificate of Incorporation
2	CSP must have an annual turnover of not less than Rs. 25 crore for the last three consecutive financial years from the Data Centre related services.	Audited Financial statements by Chartered Accountant.
3	The CSP should have experience of provisioning <ul style="list-style-type: none">▪ Infrastructure as a Service (IaaS)▪ Platform as Service (PAAS) on their Cloud for <ul style="list-style-type: none">▪ One government Project and▪ One Private project in India during last 5 years ending last day of the month previous to the one in which bids are invited.	Copy of Client certificate, work order, completion Certificate or extract from the contract mentioning the scope of work.
4	The Cloud Service Provider (CSP) should have been <ul style="list-style-type: none">▪ empanelled as CSP by the Ministry of Electronics & Information and Technology, Government of India,	Self-Declaration along with Documentary evidence from MeitY with validity of empanelment and STQC

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S No	Mandatory Criteria	Documentary Evidence
	<p style="text-align: center;">and</p> <ul style="list-style-type: none"> ▪ should have been completed the STQC audit compliant. <p>Provided that where STQC certificate has not been issued but the STQC audit has been completed and MeitY issues a letter to bidder or to SCNR, Department, Guwahati for particular bidder clearly indicating that the “STQC audit has been completed and there are no major issues reported post audit which can be detrimental to provide cloud services and the referred empanelled CSP can be considered for awarding the work as per procedure” till last date of submission of the bid.</p>	audit.
5	The Data Centre should be a minimum of Tier III classification.	Relevant certificates
6	Data Centre should have a minimum of 3 ISPs already present at the time of Bid Submission	Relevant certificates
7	The CSP or the Data Centre facility provider where the CSP has its Cloud or the bidder should not be black listed by PSU/Central Govt/State Govt. or any other Organization 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 PSU/Central Govt/State Govt. or any other Organization or agencies in India.	Self-declaration as per form given in the RFP

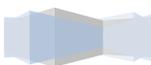


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S No	Mandatory Criteria	Documentary Evidence
8	Write up on Proposed Solution: clearly eliciting proposed solution ability to scale up to meet high demands	Form A.9

4.4. Evaluation of Price Bids

- a. The Price Bids of only the technically qualified bidders will be opened for evaluation.
- b. All the respective options of the price bid shall be compared across all the bidders. It will be Department's discretion to select option which will be used ultimately to select the most appropriate and economical option. The selected bidder will be the lowest bidder based on the selected option.
- c. The bidder should quote one single figure in Indian Rupees (as indicated in the commercial format) as the all-inclusive fee for rendering the desired services. This fee must include APIs and SDKs that facilitate on-demand self-service, network access, resource pooling, rapid elasticity and services that measure the usage of the Cloud Service. While submitting the financial bid, following must be kept in mind:
 - I. The price quoted should include all costs associated with the assignment.
 - II. The financial proposal should not include any assumptions or conditions attached to it and any such conditional financial bid shall be summarily rejected.
- d. The Price bid evaluation will be done based on the bidders' quote for the components required by Department for the complete set of services
- e. Whether Department procures these services or not, all the elements in the list of services listed will be used for evaluation.
- f. If the price for any of the services is not explicitly mentioned or mentioned as "zero", it is assumed that the price for that particular element is absorbed in some other service element for which a price has been quoted or it is supplied at free of cost to Department.
- g. Total Cost (TC): The Total cost of the bid will be the price quoted by the bidder in the price bid.



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- h. The total cost will be derived after multiplying the unit cost quoted in the price bid with the Total quantity mentioned in the attached indicative Bill of Material.
- i. The bidder with lowest Total Cost (TC) is considered as ***“successful bidder”***
- j. Even though the evaluation is carried out on the basis of Total Cost quoted by the bidder, the contract value is only unit price and payments to the bidder are made on the basis of usage.
- k. Even though unit price of the additional components is requested in the price, it is primarily for the price discovery only and it will not be part of the contract.

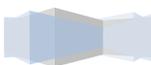
4.5. Negotiations, Agreement Finalization and Award

- a. Department shall reserve the right to negotiate with the successful bidder to ascertain the basis of price quoted in price bid and other commercial terms and conditions furnished in the techno-commercial proposal.
- b. After completing the negotiations, a letter of communication will be sent to the successful bidder inviting to sign the contract. Mere issue of letter of communication does not mean award of work. Department reserves the right of awarding the contract.
- c. Once the contract is signed, the successful bidder shall submit the Performance Bank Guarantee within 14 days as per the terms and conditions laid out in this RFP for the submission of Performance Bank Guarantee.
- d. If a successful bidder who has been awarded the contract fails to sign the contract or fail to submit the PBG within 14 days of date of issue of notice of award, the EMD of that bidder will be forfeited.

4.6. Award of Contract

4.6.1. Award Criteria

Department will award the Contract to the bidder whose proposal has been determined to be the “successful bidder”.



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4.6.2. Department's right to accept a Proposal and to Reject Any or All proposals

Department reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds.

4.6.3. Negotiation of Award

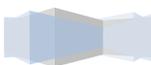
Prior to the expiration of the validity period, Department will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that his proposal has been accepted. The notification of award will constitute the formation of the agreement. Upon the successful bidder's furnishing of performance guarantee, Department will promptly notify each unsuccessful bidder and return their EMD.

4.6.4. Signing of Agreement

At the same time as Department notifies the successful bidder that its proposal has been accepted, Department shall enter into a separate agreement, incorporating all agreements between Department and the successful bidder

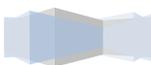
4.6.5. Performance Bank Guarantee

- a. The successful bidder shall at his own expense deposit with Department, within 7 days of the date of notice of award or prior to signing of the agreement whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) by way Bank Guarantee from a Nationalized/Scheduled/Commercial Bank acceptable to Department in the format prescribed by Department, payable on demand, for the due performance and fulfillment of the agreement by the bidder.
- b. **The Performance Guarantee (PG) will be for an amount of 10% of the Total annual Cost**, derived from the multiplication of unit price quoted by the bidder with the quantity mentioned in the indicative Bill of Material. All incidental charges



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- whatsoever such as premium, commission etc., with respect to the performance guarantee shall be borne by the successful bidder.
- c. The performance guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets extended, the bidder shall get the validity of Performance Bank Guarantee extended to cover such extended time for completion of project.
 - d. After recording of the completion certificate for the project by the competent authority, the performance guarantee shall be returned to the bidder, without any interest.
 - e. Department shall not make a claim under the performance guarantee except for amounts to which Department is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of :
 - I. Failure of the bidder to extend the validity of the Performance Bank Guarantee as described herein above, in which event Department may claim the full amount of the PBG.
 - II. Failure by the bidder to pay Department any amount due, either as agreed by the bidder or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Department
 - f. In the event of the bidder being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of Department



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4.6.6. Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Department may invite for negotiation and award the contract to the next successful bidder, or call for new proposals.

5. Dispute Resolution

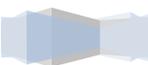
- a. In event of any dispute of difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved disputes or differences shall be referred to arbitration of the arbitrator to be appointed as per the provisions of Arbitration and Conciliation Act, 1996 and a sole arbitrator to be appointed by the Department.
- b. The venue of such arbitration shall be at Guwahati. The language of arbitration proceedings shall be in English. The arbitrator shall make a reasoned award (the "Award") which shall be final and binding on the parties".
- c. The expenses of the arbitrator shall be borne by the CSP. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All legal disputes will come under State of Assam jurisdiction
- d. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published, the parties shall continue perform all of their obligations under the agreement without prejudice to a final adjustment in accordance with such award."

6. Payment Terms

The monthly payments may be made at the end of each month based on the actual usage of the services and as per the "Unit Costs" under the commercial quote.

6.1. Payment Damages

Payments shall be subject to deductions of any amount for which the CSP is liable under the empanelment or RFP conditions. Further, all payments shall be made subject to deduction of



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TDS (Tax deduction at Source) as per the Income-Tax Act and / or any other statutory provisions.

6.2. Liquidated Damages

In the event of the Bidder's failure to submit the Guarantees and Documents and provision the platform and infrastructure as per schedule specified in this RFP, Department may at its discretion withhold any payment until the completion of the contract. Department may also deduct from the payment due to the Bidder as agreed, liquidated damages to the sum of 5% of the contract price of the corresponding milestone payment of the delayed / undelivered services/monthly installment for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not more than 10% of the value of corresponding milestone payment of the delayed / undelivered services/monthly installment. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Department under the contract and law. Liquidated damages shall not be imposed for the period of delay solely attributable to Department.

6.3. Payment Schedule and Milestones

All the payments will be done to the selected Service Provider by the NRC / Department after the delivery of services.

Following payment milestones shall be applicable for the Cloud Services Consumed:

S No	Phase	Milestone	Amount
1	Monthly Payments* <i>(The first monthly payment will be due on completion of</i>	At the end of the month after satisfactory delivery of the services and acceptance of the submitted invoice to Department	Payment will be based on the actual usage measured in minutes of the services and as per the "Unit Costs" under Pricing Summary Sheet. If the billing period less than one month, then amount will be calculated on pro-rata basis and for this purpose the following factors are considered

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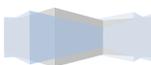
<i>one month (30 days) from the Effective Date of Contract)</i>		a) One month is equal to 30 days b) One day consists of 24 hours c) One hour consists of 60 minutes
<i>Even though the price for data transfer is requested to be 200 GB in the price bid, actual payment will be made on pro- rata basis measured in bytes in monthly basis. The requested 200 GB is for the purpose of discovery of unit price, i.e., bytes of data transfer only.</i>		
<i>Similarly, unit price discovered for other resources viz., vCPU, vRAM, Storage etc. shall be used for making payment to the bidder in case of additional usage of such resources</i>		

6.4. Terms and Conditions

- I. Monthly Payment will be based on the actual usage of the services and as per the “Unit Costs” under Pricing Summary Sheet
- II. Total Monthly Payment is linked to the compliance with the SLA metrics and the actual payment is the payment due to the Service Provider after any SLA related deductions.
- III. The payments shall be carried out on Pro-rata basis computed usage in minutes for the respective month.

6.5. Provisioning Cloud Services for Additional Quantities at Proposed Rate

- Based on future requirements, Department may purchase additional quantities of cloud service / resources covered in this RFP.
- 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.
- Department will have liberty to order additional cloud service items, at the rates offered in the commercial bid.



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- Department 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

6.6. Project Extensions

Department has the option to extend the Agreement on expiry, to avail the services of the bidder for specific work or continuation of the work carried out during the Agreement without the need to go for a separate bid process. The duration of extension will be as per the requirement of purchaser. The unit costs quoted in the commercial proposal will be used for such approved project extensions.

6.7. Indemnity

The Bidder agrees to indemnify and hold harmless Department/, 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:

- a. Any mis-statement or any breach of any representation or warranty made by the Bidder or
- b. 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 secretes under the laws of India (collectively, “Infringement Claims”);

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- 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 or Platform Service / product by itself at the direction of Department, or
- c. Any compensation / claim or proceeding by any third party against Department arising out of any act, deed or omission by the Bidder or
 - d. 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.
 - e. Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

7. 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 Department, in writing of such conditions and the cause thereof within five calendar days of the arising of the Force Majeure event. Department, or the consultant / committee appointed by Department shall study the submission of the Bidder and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by Department in writing, the Bidder shall continue to perform its obligations under the

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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 15 days, Department 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 Department shall be final and binding on the Bidder

8. Limitation of Liability

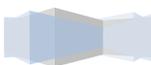
The Bidder's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The Bidder shall be liable to Department for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Bidder and its employees, including loss caused to Department on account of 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.

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.

9. Service Level Agreement (SLA)

9.1. Measurement & Monitoring

- a. The SLA parameters shall be monitored on fortnightly basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of Department or an agency designated by them, then

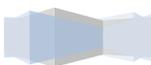


RFP for Selection of Cloud Service Provider

- Department will have the right to take services form another CSP at the cost of existing CSP or/and termination of the contract.
- b. The full set of service level reports should be available to Department on a fortnightly basis or based on the project requirements.
 - c. The Monitoring Tools shall play a critical role in monitoring the SLA compliance and hence will have to be customized accordingly. The CSP shall make available the Monitoring tools for measuring and monitoring the SLAs. The bidder may deploy additional tools and develop additional scripts (if required) for capturing the required data for SLA report generation in automated way. The tools should generate the SLA Monitoring report in the end of every fortnight which is to be shared with the Department on a fortnightly basis. Department or its nominated agency shall have full access to the Monitoring Tools/portal (and any other tools / solutions deployed for SLA measurement and monitoring) to extract data (raw, intermediate as well as reports) as required during the project. Department or its nominated agency may also audit the tool and the scripts on a regular basis.
 - d. The measurement methodology / criteria / logic will be reviewed by Department
 - e. In case of default on any of the service level metric, the CSP shall submit performance improvement plan along with the root cause analysis for Department's approval.

9.2. Periodic Reviews

- a. During the contract period, it is envisaged that there could be changes to the SLA, in terms of measurement methodology / logic / criteria, addition, alteration or deletion of certain parameters, based on mutual consent of both the parties, i.e. Department and CSP.
- b. Department and CSP shall each ensure that the range of the Services under the SLA shall not be varied, reduced or increased except by the prior written agreement of Department and CSP.



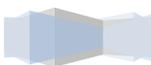
RFP for Selection of Cloud Service Provider

- c. The SLAs may be reviewed on a monthly basis by Department in consultation with the CSP and other agencies.

9.3. Penalties

Payments to the CSP to be linked to the compliance with the SLA metrics laid down in the agreement.

- a. The payment will be linked to the compliance with the SLA metrics.
- b. The penalty in percentage of the monthly Payment is indicated against each SLA parameter in the table.
- c. In case multiple SLA violations occur due to the same root cause or incident then the SLA that incurs the maximum penalty may be considered for penalty calculation rather than a sum of penalties for the applicable SLA violations
- d. Penalties shall not exceed 100% of the monthly bill.
- e. If the penalties exceed more than 50% of the total monthly bill, it will result in a material breach. In case of a material breach, the operator will be given a cure period of one week to rectify the breach failing which a notice to terminate may be issued by Department



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9.4. Service Levels

#	Service Level Objective	Measurement Methodology /	Target/Service Level	Penalty (Indicative)
Availability/Uptime				
1.	Availability of Provisioned Resources for Pre-Production environment (VMs, Storage, OS, VLB, Security Components,...)	Availability (as per the definition in the SLA) will be measured for each of the underlying components (e.g., VM, Storage, OS, VLB, Security Components) provisioned in the cloud. Measured with the help of <ul style="list-style-type: none"> • SLA reports provided by CSP • Incident Reports from Incident Management Reporting system. 	Availability for each of the provisioned resource: >=99.5%	Default on any one or more of the provisioned resource will attract penalty as indicated below. <99.5% & >=99% (10% of the <<periodic Payment>>) < 99% (30% of the <<periodic Payment>>)
2.	Scalability : Scalability refers to scalability in terms of resources vCPU, RAM, Storage space, bandwidth over and above that is provisioned.	Scalability will be measured for each of the underlying components (e.g vCPU, RAM, Storage space, bandwidth provisioned in the cloud. Measured with the help of CSP's monitoring tool to monitor the graphical representation of allocated and utilized resources.	Scalability for each of the resources: For VM's, provision of additional vCPU & RAM depending upon the load on the VM, free resources like vCPU & RAM available in VM should always be more than 30% and as soon as the resource utilization crosses 70% then the additional resources in terms of vCPU & RAM in same VM instance or	Default on any one or more of the provisioned resource will attract penalty as indicated below. <99.5% & >=99% (10% of the <<periodic Payment>>) < 99% (30% of the <<periodic Payment>>) *For each additional drop of 1% in performance below 99%, 10% of<<Periodic Payment>> will be

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#	Service Level Objective	Measurement Methodology /	Target/Service Level	Penalty (Indicative)
			additional VM should be provisioned in less than 5 sec. For Bandwidth: provisioned bandwidth should be scaled vertically or horizontally on real time basis For Storage: Addition of storage will be a change activity and the additional storage space to be provisioned within 1 hours of request raised	levied as additional penalty
3.	Availability of Critical Services (e.g., Register Support Request or Incident; Provisioning / De-Provisioning; User Activation / De-Activation; User Profile Management; Access Utilization Monitoring Reports) over User / Admin Portal and APIs (where applicable)	Availability (as per the definition in the SLA) will be measured for each of the critical services over both the User / Admin Portal and APIs (where applicable)	Availability for each of the critical services over both the User / Admin Portal and APIs (where applicable) $\geq 99.5\%$	Default on any one or more of the services on either of the portal or APIs will attract penalty as indicated below. $<99.5\%$ and $\geq 99\%$ (10% of the \ll Periodic Payment \gg) $<99\%$ (20% of the \ll Periodic Payment \gg)
4.	Availability of Regular Reports (e.g., Audit, Certifications,) indicating the compliance to		15 working days from the end of the quarter. If STQC issues a certificate	5% of \ll periodic Payment \gg



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#	Service Level Objective	Measurement Methodology /	Target/Service Level	Penalty (Indicative)
	the Provisional Empanelment Requirements.		based on the audit then this SLA is not required.	
Performance				
5.	Latency	The time taken for a data packet to travel between Cloud Servers in the same VLAN. Latency is measured by the Monitoring Tool. A Service Level Failure occurs when Latency exceeds the Service Level Target.	<=1ms to 5 ms	If the duration of service level failure is >=30 to 240 min [5% of <<Periodic Payment>>] >240 min [10% of <<Periodic Payment>>]
6.	Maximum Data Restoration Time in case of backups	Committed time (e.g., one hour) taken to restore cloud service customer data from a backup.	>=[two hour]	2 to 4 hours [5% of <<Periodic Payment>>] >6 hours [10% of <<Periodic Payment>>]
Support Channels - Incident and Helpdesk				
7.	Response Time	Average Time taken to acknowledge and respond, once a ticket/incident is logged through one of the agreed channels. This is calculated for all tickets/incidents reported within the reporting month.	95% within 15 minutes	<95% & >=90% (5% of the <<periodic Payment>>) < 90% & >= 85% (7% of the <<periodic Payment>>) < 85% & >= 80% (9% of the Periodic Payment)



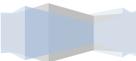
RFP for Selection of Cloud Service Provider

#	Service Level Objective	Measurement Methodology /	Target/Service Level	Penalty (Indicative)
8.	Time to Resolve - Severity 1	Time taken to resolve the reported ticket/incident from the time of logging.	For Severity 1, 98% of the incidents should be resolved within 30 minutes of problem reporting	<98% & >=90% (5% of the <<periodic Payment>>) < 90% & >= 85% (10% of the <<periodic Payment>>) < 85% & >= 80% (20% of the <<periodic Payment>>)
9.	Time to Resolve - Severity 2,3	Time taken to resolve the reported ticket/incident from the time of logging.	95% of Severity 2 within 4 hours of problem reporting AND 95% of Severity 3 within 16 hours of problem reporting	<95% & >=90% (2% of the <<periodic Payment>>) < 90% & >= 85% (4% of the <<periodic Payment>>) < 85% & >= 80% (6% of the <<periodic Payment>>)
10.	Availability of Root Cause Analysis (RCA) reports for Severity 1 & 2		Average within 5 Working days	5% of <<periodic Payment>>
Security Incident and Management Reporting				
11.	Percentage of timely incident report	Measured as a percentage by the number of defined incidents reported within a predefined time (1 hour) limit after discovery, over the total number of defined incidents to the cloud service which are reported within a predefined period (i.e. month).	95% within 1 hour	<95% & >=90% (5% of the <<Periodic Payment>>) < 90% & >= 85% (10% of the <<Periodic Payment>>) < 85% & >= 80% (15% of the <<Periodic Payment>>)



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#	Service Level Objective	Measurement Methodology /	Target/Service Level	Penalty (Indicative)
		Incident Response - CSP shall assess and acknowledge the defined incidents within 1 hour after discovery.		
12.	Percentage of timely incident resolutions	Measured as a percentage of defined incidents against the cloud service that are resolved within a predefined time limit (month) over the total number of defined incidents to the cloud service within a predefined period. (Month). Measured from Incident Reports	95% to be resolved within 1 hour	<95% & >=90% (5% of the <<Periodic Payment>>) < 90% & >= 85% (10% of the <<Periodic Payment>>) < 85% & >= 80% (15% of the <<Periodic Payment>>)
Vulnerability Management				
13.	Percentage of timely vulnerability corrections	The number of vulnerability corrections performed by the cloud service provider - Measured as a percentage by the number of vulnerability corrections performed within a predefined time limit, over the total number of vulnerability corrections to the cloud service which are reported	99.95%	>=99% to <99.95% [10% of Periodic Payment] >=98% to <99% [20% of Periodic Payment] <98% [30% of Periodic Payment]



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#	Service Level Objective	Measurement Methodology /	Target/Service Level	Penalty (Indicative)
		within a predefined period (i.e. month, week, year, etc.). • High Severity Vulnerabilities – 30 days - Maintain 99.95% service level • Medium Severity Vulnerabilities – 90 days - Maintain 99.95% service level		
14.	Percentage of timely vulnerability reports	Measured as a percentage by the number of vulnerability reports within a predefined time limit, over the total number of vulnerability reports to the cloud service which are reported within a predefined period (i.e. month, week, year, etc.).	99.95%	>=99% to <99.95% [10% of Periodic Payment] >=98% to <99% [20% of Periodic Payment] <98% [30% of Periodic Payment]
15.	Security breach including Data Theft/Loss/Corruption	Any incident where in system compromised or any case wherein data theft occurs (including internal incidents)	No breach	For each breach/data theft, penalty will be levied as per following criteria. Any security incident detected INR << 5 Lakhs>>.This penalty is applicable per incident. These penalties will not be part of overall SLA penalties cap per month. In case of serious breach of security wherein the data is stolen or corrupted, NRC /



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#	Service Level Objective	Measurement Methodology /	Target/Service Level	Penalty (Indicative)
				Department reserves the right to terminate the contract.
16.	Availability of SLA reports covering all parameters required for SLA monitoring within the defined time		(e.g., 3 working days from the end of the fortnight)	5% of <<periodic Payment>>
Reports & Measurements				
17.	Reports & Measurements		Availability of Patch Updates 95% of the patches should be available within 7 working days	
	Availability of the network links at DC	Availability (as per the definition in the SLA) will be measured for each of the network links provisioned in the cloud.	Availability for each of the network links: >= 99.5%	Default on any one or more of the provisioned network links will attract penalty as indicated below. Default on any one or more of the provisioned network links will attract penalty as indicated below. <99.5% & >=99% (10% of the



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#	Service Level Objective	Measurement Methodology /	Target/Service Level	Penalty (Indicative)
				<p><<Periodic Payment>> < 99% & >= 98% (20% of the <<Periodic Payment>> < 98% & >= 97% (40% of the <<Periodic Payment>> *For each additional drop of 1% in performance below 97%, 10% of<<Periodic Payment>> will be levied as additional penalty</p>



RFP for Selection of Cloud Service Provider

9.5. Definitions

Cloud “Service Level Objective” (SLO) means the target for a given attribute of a cloud service that can be expressed quantitatively or qualitatively.

Cloud SLAs means documented agreement between the cloud service provider and the Department that identifies services and cloud service level objectives (SLOs).

Response time is the time interval between a cloud service customer initiated event (e.g., logging of the request) and a cloud service provider initiated event in response to that stimulus.

“Scheduled Maintenance Time” shall mean the time that the System is not in service due to a scheduled activity. Scheduled maintenance time is planned downtime with the prior permission of the Department, during non-business hours. The Scheduled Maintenance time <<within 10 hours a month>> as agreed shall not be considered for SLA Calculation.

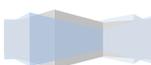
“Scheduled operation time” means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time.

“Availability” means the time for which the cloud services and facilities are available for conducting operations on the Department system.

Availability is defined as:

$\{(\text{Scheduled Operation Time} - \text{System Downtime}) / (\text{Scheduled Operation Time})\} * 100\%$

“Incident” refers to any event/issue that affects the normal functioning of the services / infrastructure, reported by the cloud consumer to the Cloud Service provider (CSP) can be termed as an Incident.



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Annexure A: Bid Formats

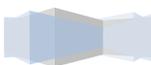
I. Form A.1: Request for Clarification Format

<<Date>>

To
Commissioner & Secretary,
Home & Political Department, Government of Assam, &
State Coordinator of National Registration (NRC), Assam
Guwahati, Assam 781005

Sir
Sub: Request for Clarification on RFP – reg.

Bidder's Request for Clarification on RFP			
Name of the Bidder submitting the request		Name and position of person submitting request	Full formal address of the bidder including phone, fax and email points of contact
S. No	RFP Document Reference(s) (section number/ page)	Content of RFP requiring Clarification	Points on which clarification required
1.			
2.			
3.			
4.			



RFP for Selection of Cloud Service Provider

II. Form A.2: Format for Earnest Money Deposit

1. In consideration of _____ (hereinafter called the “Department”) represented by _____, on the first part and M/s _____ of _____ (hereinafter referred to as “Bidder”) on the Second part, having agreed to accept the Earnest Money Deposit of Rs. _____ (Rupees _____) in the form of Bank Guarantee for the Request for Proposal for Procurement of Cloud Services, we _____ (Name of the Bank), (hereinafter referred to as the “Bank”), do hereby undertake to pay to Department forthwith on demand without any demur and without seeking any reasons whatsoever, an amount not exceeding _____ (Rupees _____) and the guarantee will remain valid up to a period of 180 days from the due date of the tender. It will, however, be open to Department to return the Guarantee earlier than this period to the bidder, in case the bidder has been notified by Department as being unsuccessful.

2. In the event of the bidder withdrawing the tender before the completion of the bidding process, the EMD deposited by the bidder stands forfeited to Department. We also undertake not to revoke this guarantee during this period except with the previous consent of Department in writing and we further agree that our liability under the EMD shall not be discharged by any variation in the term of the said tender and we shall be deemed to have agreed to any such variation.

3.No interest shall be payable by Department to the bidder on the guarantee for the period of its currency.

4.notwithstanding anything contained hereinabove:

a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs.2,00,000 Only (Rupees Two Lakhs only)

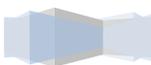
b) This Guarantee shall remain in force up to and including _____ .

c) Unless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of Department under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

Dated this _____ day of _____ 2018

For the Bank of _____

(Agent/Manager)



RFP for Selection of Cloud Service Provider

III. Form A.3: RFP Response Cover Letter

Original signed copy on company letterhead

[Date]

To

Commissioner & Secretary,

Home & Political Department, Government of Assam, &

State Coordinator of National Registration (NRC), Assam

Guwahati, Assam 781005

Sir / Madam,

Ref: Response to Request for Proposal for Selection of Cloud Services

Having examined the RFP Document, bid clarifications, amendments thereof, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the services, as required and outlined in the RFP and agree to abide by this response for a period of six months from the last date for submission of RFP response.

The following persons will be the authorized representative of our company/ organization for all future correspondence between Department and our organization.

Organization	Name: Address: Phone:
Primary Contact	Name: Title: Phone: Email:
Secondary Contact	Name: Title: Phone: Email:
Executive Contact	Name: Title:



RFP for Selection of Cloud Service Provider

	Phone: Email:
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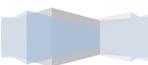
We fully understand that in the event of any change in our contact details, it is our responsibility to inform Department about the new details. We fully understand that Department shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication from Department to us, in the event that reasonable prior notice of any change in the authorized person(s) of the company is not provided to Department.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to Department is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead NRC / Department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading, we are liable to be dismissed from the selection process or, in the event of our selection, our contract is liable to be terminated.

We agree for unconditional acceptance of all the terms and conditions in the RFP and we also agree to abide by this bid response for a period of 180 days from the date of bid opening and it shall be valid bid till such period with full force and virtue. Until within this period a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between Department and us.

We attach hereto the bid as required by the Bid document, which constitutes our bid. We undertake, if our bid is accepted, to carry out the services as put forward in the RFP or such modified requirements as may subsequently be agreed mutually between us and Department or its appointed representatives.



RFP for Selection of Cloud Service Provider

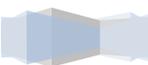
Signature:

(Company Seal)

(Name)

List of Enclosures:

1. EMD inside as per the details provided in the RFP
2. Envelop super-scribed "Technical Bid" as per the format provided in RFP
3. Envelop super-scribed "Price Bid" as per the format provided in RFP
4. A certified true copy of the corporate sanctions / approvals authorizing its authorized representative to sign/act/execute documents forming part of this proposal including various RFP documents and binding contract



RFP for Selection of Cloud Service Provider

V. Form A.5: Commercial Bid Formats as per BOQ

S No	Narration		Amount Without Taxes	GST	Amount With Taxes
C	VM & System Software				
1	Services for Draft NRC Publication	Price Schedule 1 < PS.1>			
2	Services for NRC Publication (Complete)	Price Schedule 2 < PS.2>			
3	Services for Name Correction	Price Schedule 3 < PS.3>			
			Total (1+2+3)		
<< Amount in Words >>					
D	Data Transfer Charges (Unlimited Bandwidth)				
		Unit Charges per GB	Qty in GB	Amount Without Taxes	GST
5	Out bound from Cloud DC		200		
6	In bound to Cloud DC		200		
				Total (5+6)	
<< Amount in Words >>					
Row Intentionally left Blank					
	Total Price Bid (C +D)				
<< Amount in Words >>					

Even though the price for data transfer is requested to be 200 GB in the price bid, actual payment will be made on pro- rata basis measured in bytes in monthly basis. The requested 200 GB is for the purpose of discovery of unit price, i.e., bytes of data transfer only. Similarly, unit price discovered for other resources viz., vCPU, vRAM, Storage etc. shall be used for making payment to the bidder. These unit rates shall also be used for additional resources, by the department / NRC, as and when required



RFP for Selection of Cloud Service Provider

V.1. PS.1. - Price Schedule for Draft NRC Online Publication

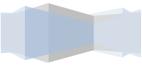
Price Schedule 1: PS.1												
A												
S No	Item	OS	v CPU per month	V RAM in GB per month	GB per month	Number of Months	Unit Rate in figures in (Rs. / p)	GST Rs. / p	Any other taxes / duties / levies	Total Amount without Taxes	Total Amount with Taxes	Total Amount in Words
Virtual Machine for Production												
	Min Server Intel Xeon or equivalent Min 2.6 Ghz or more											
1	v CPU	Linux	12			1						
2	v RAM			24		1						
3	Storage				500	1						
								A.1	Total (1+2+3)			
A.1	<< Amount in Words >>											
Virtual Machine for Staging												
	Min Server Intel Xeon or equivalent Min 2.6 Ghz or more											



RFP for Selection of Cloud Service Provider

Price Schedule 1: PS.1												
A												
S No	Item	OS	v CPU per month	V RAM in GB per month	GB per month	Number of Months	Unit Rate in figures in (Rs. / p)	GST Rs. / p	Any other taxes / duties / levies	Total Amount without Taxes	Total Amount with Taxes	Total Amount in Words
1	v CPU	Linux	4			1						
2	v RAM			8		1						
3	Storage				500	1						
								A.2	Total (1+2+3)			
A.2	<< Amount in Words >>											
A	VM Price Schedule for A (For Production & Staging)				A1 + A2			<< Amount in Words				

S No	System Software for Production	Qty in Core	Unit Monthly Cost for 12 Core in (Rs. / p)	Number of Months	GST Rs. / p	Any other taxes / duties / levies	Total Amount without Taxes	Total Amount with Taxes	Total Amount in Words
System Software Cost for Production									
1	J Boss	4		1					
2	MySQL	4		1					
						B.1	Total (1 + 2)		
B.1	<< Amount in Words >>								



RFP for Selection of Cloud Service Provider

S No	System Software for Production	Qty in Core	Unit Monthly Cost for 4 Core in (Rs. / p)	Number of Months	GST Rs. / p	Any other taxes / duties / levies	Total Amount without Taxes	Total Amount with Taxes	Total Amount in Words
System Software Cost for Staging									
1	J Boss	4		1					
2	MySQL	4		1					
						B.2			
B.2									
B	SS Price Schedule for B (For Production & Staging)		B1 + B2		<< Amount in Words				
PS.1	Price Schedule for VM & System Software (For Production & Staging)		A + B		<< Amount in Words				



RFP for Selection of Cloud Service Provider

V.2. PS.2. - Price Schedule for NRC Online Publication (Complete)

Price Schedule 2: PS.2												
A												
S No	Item	OS	v CPU per month	V RAM in GB per month	GB per month	Number of Months	Unit Rate in figures in (Rs. / p)	GST Rs. / p	Any other taxes / duties / levies	Total Amount without Taxes	Total Amount with Taxes	Total Amount in Words
Virtual Machine for Production												
	Min Server Intel Xeon or equivalent Min 2.6 Ghz or more											
1	v CPU	Linux	24			1						
2	v RAM			48		1						
3	Storage				8000	1						
								A.1	Total (1+2+3)			
A.1	<< Amount in Words >>											
Virtual Machine for Staging												
	Min Server Intel Xeon or equivalent Min 2.6 Ghz or more											



RFP for Selection of Cloud Service Provider

Price Schedule 2: PS.2												
A												
S No	Item	OS	v CPU per month	V RAM in GB per month	GB per month	Number of Months	Unit Rate in figures in (Rs. / p)	GST Rs. / p	Any other taxes / duties / levies	Total Amount without Taxes	Total Amount with Taxes	Total Amount in Words
1	v CPU	Linux	8			1						
2	v RAM			24		1						
3	Storage				8000	1						
								A.2	Total (1+2+3)			
A.2	<< Amount in Words >>											
	VM Price Schedule for A (For Production & Staging)		A1 + A2			<< Amount in Words						

S No	System Software for Production	Qty in Core	Unit Monthly Cost for 24 Core in (Rs. / p)	Number of Months	GST Rs. / p	Any other taxes / duties / levies	Total Amount without Taxes	Total Amount with Taxes	Total Amount in Words
System Software Cost for Production									
1	J Boss	8		1					
2	MySQL	16		1					
						B.1	Total (1 + 2)		
B.1	<< Amount in Words >>								



RFP for Selection of Cloud Service Provider

S No	System Software for Production	Qty in Core	Unit Monthly Cost for 8 Core in (Rs. / p)	Number of Months	GST Rs. / p	Any other taxes / duties / levies	Total Amount without Taxes	Total Amount with Taxes	Total Amount in Words
System Software Cost for Staging									
1	J Boss	8		1					
2	MySQL	8		1					
						B.2			
B.2	<< Amount in Words >>								
B	SS Price Schedule for B (For Production & Staging)		B1 + B2		<< Amount in Words				
PS.2	Price Schedule for VM & System Software (For Production & Staging)		A + B		<< Amount in Words				



RFP for Selection of Cloud Service Provider

V.3. PS.3. - Price Schedule for Name Correction

Price Schedule 3: PS.3												
A												
S No	Item	OS	v CPU per month	v RAM in GB per month	GB per month	Number of Months	Unit Rate in figures in (Rs. / p)	GST Rs. / p	Any other taxes / duties / levies	Total Amount without Taxes	Total Amount with Taxes	Total Amount in Words
Virtual Machine for Production												
	Min Server Intel Xeon or equivalent Min 2.6 Ghz or more											
1	v CPU	Linux	24			1						
2	v RAM			48		1						
3	Storage				2000	1						
								A.1	Total (1+2+3)			
A.1	<< Amount in Words >>											
Virtual Machine for Staging												
	Min Server Intel Xeon or equivalent Min 2.6 Ghz or more											
1	v CPU	Linux	4			1						
2	v RAM			8		1						



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Price Schedule 3: PS.3												
A												
S No	Item	OS	v CPU per month	V RAM in GB per month	GB per month	Number of Months	Unit Rate in figures in (Rs. / p)	GST Rs. / p	Any other taxes / duties / levies	Total Amount without Taxes	Total Amount with Taxes	Total Amount in Words
3	Storage				2000	1						
								A.2	Total (1+2+3)			
A.2	<< Amount in Words >>											
	VM Price Schedule for A (For Production & Staging)				A1 + A2			<< Amount in Words				

S No	System Software for Production	Qty in Core	Unit Monthly Cost for 24 Core in (Rs. / p)	Number of Months	GST Rs. / p	Any other taxes / duties / levies	Total Amount without Taxes	Total Amount with Taxes	Total Amount in Words
System Software Cost for Production									
1	J Boss	8		1					
2	MySQL	8		1					
						B.1	Total (1 + 2)		
B.1	<< Amount in Words >>								



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S No	System Software for Production	Qty in Core	Unit Monthly Cost for 4 Core in (Rs. / p)	Number of Months	GST Rs. / p	Any other taxes / duties / levies	Total Amount without Taxes	Total Amount with Taxes	Total Amount in Words
System Software Cost for Staging									
1	J Boss	4		1					
2	MySQL	4		1					
						B.2			
B.2									
B	SS Price Schedule for B (For Production & Staging)		B1 + B2			<< Amount in Words			
PS.3	Price Schedule for VM & System Software (For Production & Staging)		A + B			<< Amount in Words			



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VI. Form A.6: Undertaking on Absence of Litigation

(Company letterhead)

[Date]

To,

The Commissioner & Secretary,
Home & Political Department, Government of Assam, &
State Coordinator of National Registration (NRC), Assam
Guwahati, Assam 781005

Sub: Undertaking on Absence of Litigation

Dear Sir,

I / We as Cloud Service Provider (SP) do hereby confirm that no claim, litigation, proceeding, arbitration, investigation, inquiry or order from any regulatory authority, or material controversy is pending, on-going or is contemplated which would have a material adverse effect on our ability to enter into the Agreement or provide the Services to NRC / Department on this Project.

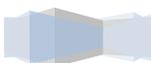
Yours faithfully,

(Signature) (In the capacity of)

(Name)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder



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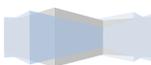
VII. Form A.7: Organization Information

Form A.7.1 General Information

S. No.	Particulars	Details to be Furnished		
I	Details of the Bidder			
	Name			
	Address			
	Telephone		Fax	
	E-mail		Website	
	Details of Authorized person			
	Name			
	Address			
	Telephone		Email	

A.7.2. Details of the Organization

S No	Details of the Organization	
1	Name of the Organization	
2	Nature of the legal status in India	(Public Ltd. / Private Ltd.)
3	Nature of business in India	
4	Address of the Headquarters	
5	Address of the Registered Office in India	
6	Date of Incorporation	Date and ROC No.
7	Date of Commencement of Business	Date and ROC No.
8	Other Relevant Information	
9	PAN Number, GSTN Number, VAT Number, etc.	



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A.7.3. Financial Information

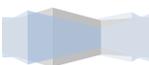
Financial Information			
	FY 2015-16	FY 2016-17	FY 2017-18
Revenue (in INR Crore)			
Profit Before Tax (in INR crore)			
Other Relevant Information			

A.7.4 Project Experience (Use one sheet for each project)

Project Experience (one Form for each project reference duly certified by authorized signatory)	
Client Information:	
Name of client	
Name of the person who can act as a reference from Clients' side, with name, designation, postal address, contact phone, fax number, e-mail id,	
Type of Client (Private Sector / PSU / Government Organization):	
Nature of business / operations of client	
Revenue/Budget (in case of Government dept.) of the client	
Total number of Employees of the client organization or the business unit	
Project Details:	
Nature of the Project	
Total Contract Value for Implementation Services	
Functional areas of business covered in the project	

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	Date of commencement of the project	
	Date of successful completion of the project	
	If not completed, expected date of completion	
	Brief Description of the Project in terms processes automated, complexity of the project, significant achievements, uniqueness,	
	Scope of the Project	
	Brief details of the Solution:	
	A packaged implementation/developed from scratch	
	The solution modules/engines/components implemented	
	Auto Scaling features in the project	
	Peak traffic Load Handled by the Solution	
	Number of Users of the solution	
	Methodology Adopted	
	Relevance of the implementation to the current project	
	Other Relevant Information	



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VIII. Form A.8: Performance Bank Guarantee Format

[Date]

From:

Bank _____

To,

Commissioner & Secretary,

Home & Political Department, Government of Assam, &

State Coordinator of National Registration (NRC), Assam

Guwahati, Assam 781005

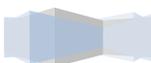
Dear Sir,

1. Whereas Department / NRC has issued the notice of award _____ dated _____ (hereinafter referred to as the said Letter of Award or LoA) to M/s _____, hereinafter referred to as the "CSP" and the CSP has undertaken to produce a Performance Bank Guarantee for 10% of indicative Contract value amounting to _____ to secure its obligations to Department / NRC. We the _____ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the CSP that, in the event that you declare to us that the services have not been rendered according to the Contractual obligations under the contract between Department / NRC and CSP (hereinafter referred to as the said Contract), we will pay you forthwith on demand and without demur, all and any sum up to a maximum of Rupees _____ (Rupees _____ only). Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment forthwith upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the CSP, indulgence to the CSP by you, or by any alterations in the obligations of the CSP or by any forbearance whether as to payment, time performance or otherwise. Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, will be valid, binding and conclusive on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid till 90 days beyond duration of the contract.



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5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder. This Performance Bank Guarantee shall be in addition to and not in substitution or in derogation of any other security held by you to secure the performance of the obligations of our constituent under the Contract.

6. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s_____.

4. Notwithstanding anything contained hereinabove:

a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only)

b) This Guarantee shall remain in force up to and including _____ .

c) Unless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of Department / NRC under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

Yours faithfully,
for _____ Bank
(Authorized Attorney)
Place : _____
Date : _____
Seal of the Bank



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IX. Form A.9: Proposed Solution

<< Narration on Proposed Solution and its ability to scale up to meet high demand >>



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Annexure B: Application Stack, Data Volume & Traffic Details

#	Application 1	Online Publication of Part Draft NRC	
	Architecture	Web Based – Three Tier Architecture	
1	Front End	Java	
2	Middleware	J Boss	
3	Database	My SQL	
4	Operating System	Red Hat Linux	
5	Database Size	550 MB	
#	Application 2	Online System for Name Correction	
	Architecture	Web Based – Three Tier Architecture	
1	Front End	Java	
2	Database	My SQL	
3	Operating System	Red Hat Linux	
4	Database Size	N/A	

