

Bid Specific Additional Terms and Conditions (ATC)
For “Procurement of Private Cloud Service (Data Centre & Disaster Recovery Centre) for hosting SAP and Non-SAP applications”

The following bid specific data shall amend and/or supplement the provisions in the GTC/SLA.

Sl. No.	GTC/SLA Clause Ref. No.	Amendment/Supplement to GTC/SLA
1.	GTC Clause 2(f)	Supplementing GTC Clause 2(f) with the following: Buyer shall also mean EESL/Employer/Buyer/Owner.
2.	GTC Clause 2.0	Insert following after GTC 2.0(l) m. “Officer-in-Charge / Engineer-in-Charge/ Single Point of Contact (SPOC)” shall mean the Engineer/Officer/Administrative Officer, appointed by the Buyer or his duly authorized representative who shall direct, supervise and be in-charge of the works for purpose of this contract.
3.	GTC clause 4.0, xiii (g)	Supplementing GTC clause 4.0, xiii(g) with the following: (a) This Invitation for Bids, issued by the Employer is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer. (b) The bidder has to be a ‘Class-I or Class-II local supplier’ as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 16/09/2020 (PPP-MII Order) read in conjunction with ‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector’ order dated 28/07/2020 and 17/09/2020 issued by Ministry of Power (MoP Order) and subsequent modifications/ amendments if any. Presently, the minimum local content requirement to categorize a supplier as ‘Class-I and Class-II local supplier’ is 50% and 20% respectively. Firms who are not ‘Class-I or Class-II local supplier’ shall not be eligible to bid. Further, entities of countries which have been identified by the Nodal Ministry/Department identified under PPP-MII order, as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not

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		<p>be allowed to participate in bidding for all items/services related to that Nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term 'entity' of a county shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.</p> <p>The 'Class-I & Class-II local supplier' shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item/services offered meets the Local Content requirement for 'Class -I & Class-II local supplier' and shall give details of the location(s) at which value addition is made. Further, in case of packages above Rs. 10 Cr, the 'Class-I & Class-II local supplier' shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content. Any false declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact and action shall be taken in line with provisions of the Integrity Pact and in line with the provisions of the PPP-MII Order.</p> <p>In case L1 is 'Class-I local supplier', the contract will be awarded to L1.</p> <p>If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference (20%), and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.</p> <p>In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference (20%) shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.</p> <p>Further, entities of countries which have been identified by the Nodal Ministry/Department identified under PPP-MII order, as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in bidding for all items related to that Nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.</p> <p>It may be mentioned that purchase preference under relevant</p>

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		order/notification/guideline/policy for MSE shall be applicable in line with terms and conditions mentioned in Attachment-I .
4.	GTC clause 4.0, xiii(f)	<p>Supplementing GTC clause 4.0, xiii(f) with the following:</p> <p>Bids shall be submitted in Single Stage Two Envelope Bidding Procedure/Process as per the following:</p> <p>I. <u>Packet-I of Envelope -1 (Techno-Commercial Bid)</u></p> <p>A. Shall contain Hard Copy of the following documents:</p> <p>1. Fee towards cost (INR 25,000/-) of Tender Documents or documentary evidence in support of exemption of Document Fee. Bidders submitting Document Fee through RTGS shall upload the scan copy of receipt of transfer of amount in Packet-I of Envelope-I. Participation of bidder shall be subject to confirmation of amount transferred through RTGS. The details mentioned in document uploaded as proof of transfer of amount shall only be considered for verification purpose. For Submission of Bid document fee through NEFT/RTGS mode, <i>(submission of Hard Copy in "Original" for Document Fee and "Copy" for documentary proof in support of exemption or Payment Acknowledgement towards Document Fee in case of Online Payment)</i></p> <p>2. Bid Security (INR 46,30,000/-) as indicated at GeM portal as per the format attached in Attachment-2 of ATC or documentary evidence in support of exemption of Bid Security, <i>(submission of Hard Copy in "Original" for Bid Security Declaration and "Copy" of documentary proof in support of exemption)</i></p> <p>Note: In case MSE bidders are exempted from submission of Document fee & Bid Security, then bidder has to submit copy of valid 'Udyam Registration Certificate' in Packet-1 of Envelop-1 for the purpose of Evaluation. Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of fee towards the cost of Bidding Documents as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises.</p> <p>Tenders without Bid Security is liable to be rejected. It should be ensured by the vendor that the original document is received by EESL before opening time of techno-commercial bids for verification of the details of BG given online by the vendors.</p>

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		<p>The tender submission, tender closing and opening will be done electronically and online.</p> <p>EESL shall not be responsible for any delay, loss or non-receipt of Tender Document sent by post/courier. The instrument should reach in original to EESL office before the Bid Opening date. Bids not accompanied with the requisite tender document cost may not be opened.</p> <p>The bid securities of unsuccessful bidder(s) will be returned as promptly as possible after the award is made.</p> <p>The bid security of the Bidder will be returned when it has signed the contract agreement and has furnished the required performance security.</p> <p><u>Address of the Employer/Buyer for submission in person/post of Hard Copy part of the Bid:</u></p> <p>DM (Contracts) Energy Efficiency Services Limited, Core-5, 4th Floor, SCOPE Complex, Lodhi Road, New Delhi-110003 Email: Primary - npal@eesl.co.in</p> <p>Deadline for submission of Hard copy of Documents</p> <p>Date: 25/01/2024</p> <p>Time: up to 1100 hours [Indian Standard Time (GeM portal server time)]</p> <p>B. Packet-II of Envelope -1 shall contain Soft Copy (Scanned Copy) of the following documents:</p> <ol style="list-style-type: none"> 1. Bid Form as per format attached as Attachment-1 of ATC, Forms & Procedures. <p><i>Note: In case of non-submission of this Bid form, bid will be rejected.</i></p> <ol style="list-style-type: none"> 2. A power of attorney duly authorized by a notary public, indicating that the person(s) signing the bid has/have the authority to sign the bid and thus the bid is binding upon the bidder during the full period of its validity. The said power of attorney to be submitted as Attachment-3 of ATC, Bidders to use their own format.

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		<p>3. Certificate regarding acceptance of important terms and conditions in line with GTC/ATC as per format attached as Attachment-4, ATC, Forms & Procedure.</p> <p>4. Deviation statement as per Attachment -5 of ATC, Forms & Procedure.</p> <p>NOTE: Bids containing material deviations from or reservation to the terms and conditions and specifications mentioned in the RfP Documents will be treated as non-responsive and will not be considered further.</p> <p>5. Form of acceptance of EESL fraud prevention policy and declaration as per Attachment- 6 of ATC, Forms & Procedure.</p> <p>6. Letter of undertaking (as per Attachment-7 of ATC) to be executed by the Holding Company Supported by Board Resolution and submitted by the Bidder along with the Bid, in case financial support is being extended by the Holding Company to the Bidder for meeting the stipulated Financial Qualifying (as applicable)</p> <p>7. NEFT/RTGS Bank details as per Attachment-8 of ATC, Forms & Procedure.</p> <p>8. Compliance of Matrix/checklist for technical and Financial QR duly filled and signed on Company letter head pad with company's seal. (Scanned Copy to be uploaded at E-tendering portal as per Attachment-9 of ATC.)</p> <p>9. Certificate Regarding Declaration of Local Content as per Attachment- 10 of ATC.</p> <p>10. Certification by the Bidder for "Restrictions on procurement from a Bidder of a country which shares a land border with India" as per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order) (as per format in Attachment -11 of ATC).</p> <p>11. Details regarding Qualifying Requirement /Eligibility criteria as per Attachment-12 ATC.</p> <p>12. Certificate regarding non- debarment for false declaration of Local Content as per Attachment-13 of ATC.</p> <p>13. Certificate regarding non debarment / blacklisting/disqualification as per Attachment-14 of ATC.</p> <p>Note: Bidders are required to submit requisite Attachment in line with the provision of the Bidding Documents. However, in case any</p>

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		<p>Bidder is blacklisted/debarred by any regulatory/ statutory body/ Central/State/UT Government or any Public sector entities, then such Bidder is required to submit following details:</p> <p>Date and validity of blacklisting/debarment; Name of regulatory/ statutory body/ Central/State/UT Government or Public sector entities who has issued such blacklisting/ debarment; Reason for blacklisting/debarment; Letter/Notification of blacklisting/debarment.</p> <p>Based on aforesaid details provided by the Bidders and as available with the EESL, EESL shall analyze and decide the case in line with applicable guidelines/notification of Government of India / EESL.</p> <p>14. Performa of Contract Performance Guarantee a per Attachment-15 of ATC.</p> <p>15. Any other document as considered appropriate</p> <p>Note: The format for all the aforementioned Attachments are part of ATC.</p> <p><i>Bidder to note that no document revealing the prices shall be submitted in Envelope-I along with the techno-commercial bid. Revealing of prices at this juncture in any mode shall lead to outright rejection of bid. Prices are to be filled electronically in Envelope-2 as per the provision(s) available on GeM portal.</i></p> <p>Soft copy part of the bid shall be uploaded through the GeM portal on or before the following date and time:</p> <p>Date: 25/01/2024</p> <p>Time: up to 1100 hours [Indian Standard Time (GeM portal server time)]</p> <p>Bid Opening Date and Time - 25/01/2024 at 11:30 Hrs. [Indian Standard Time (GeM portal server time)]</p> <p>II. Envelope-2 (Second Envelope) shall contain Price Bid (Total Price (inclusive of GST) to be filled-up on GeM portal.</p> <p><i>In addition, Bidder should note that “Financial Document indicating Price Break-up”(in pdf format) is required to be uploaded as per the details indicated in the excel sheet available under heading “price breakup” of GeM Bid Document.</i></p> <p>Bidders are requested not to submit the price bid in hard copy at EESL along with the documents. The same will not be considered.</p> <p>Bidders are required to meet the Qualification Requirements in accordance with Annexure-QR attached hereinbelow and also has to</p>

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		<p>furnish the details in support of Qualification Requirements (QR). Further, bidders are also required to submit documentary evidence in support of QR. Tender Conditions applicable for MSE and Start-ups shall be as per Attachment-I.</p> <p>➤ Pre-bid Meeting: Pre Bid Meeting for the subject Tender will be held on 11.01.2024 at 1100 Hours [Indian Standard Time] at below mentioned address:</p> <p>DM (Contracts) Energy Efficiency Services Limited, Core-5, 4th Floor, SCOPE Complex, Lodhi Road, New Delhi-110003 Email: npal@eesl.co.in,</p> <p>Further it may be mentioned that Pre-bid meeting will be conducted for this tender as per detail mentioned above.</p> <p>However, a query may be forwarded to EESL in the following format within 3 days of floating of tender/inquiry.</p> <table border="1"> <tr> <td colspan="2">Name of Tender</td> <td colspan="3"></td> </tr> <tr> <td colspan="2">Tender No.</td> <td colspan="3"></td> </tr> <tr> <td colspan="2">Tender ID</td> <td colspan="3"></td> </tr> <tr> <td colspan="2">Bid Opening Date</td> <td colspan="3"></td> </tr> <tr> <td colspan="2">Bidder's Name</td> <td colspan="3"></td> </tr> <tr> <td colspan="2">Contact person from Bidder with address, e-mail and Contact No.</td> <td colspan="3"></td> </tr> <tr> <th rowspan="3">Sr. No.</th> <th>Section No.</th> <th rowspan="3">Description as Per RFP</th> <th rowspan="3">Queries/ Clarification of the bidder</th> <th rowspan="3">Remarks</th> </tr> <tr> <th>Page No.</th> </tr> <tr> <th>Para No/ Clause No.</th> </tr> <tr> <td rowspan="3">1.</td> <td>Section No.</td> <td rowspan="3"></td> <td rowspan="3"></td> <td rowspan="3"></td> </tr> <tr> <td>Page No.</td> </tr> <tr> <td>Para No/ Clause No.</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>Section No.</td> <td></td> <td></td> <td></td> </tr> </table>					Name of Tender					Tender No.					Tender ID					Bid Opening Date					Bidder's Name					Contact person from Bidder with address, e-mail and Contact No.					Sr. No.	Section No.	Description as Per RFP	Queries/ Clarification of the bidder	Remarks	Page No.	Para No/ Clause No.	1.	Section No.				Page No.	Para No/ Clause No.						2.	Section No.			
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5.	GTC clause 4.0, xiii(g)	<p>Supplementing GTC clause 4.0, xiii(g) with the following:</p> <p>During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non submission of following documents (as applicable):</p> <ul style="list-style-type: none"> i) Online Payment Acknowledgement towards the Bid Document fee (<i>applicable only in cases where online Payment towards Bid Document fee is paid, prior to deadline for submission of bids</i>). Further, if Bidder has uploaded scanned copy of Banker's Cheque/ Demand Draft drawn in favor of "Energy Efficiency Services Limited" payable at New Delhi towards Bid Document fee, however, not submitted the original (in hard) along with the bid, then such Banker's Cheque/ Demand Draft shall be asked through clarification ii) MSE certificate as per the bidding document iii) Power of Attorney (POA) to sign the bid iv) Form of acceptance of EESL fraud prevention policy and declaration (as per format given in, Forms & Procedure) v) NEFT/RTGS Bank details (as per format given in, Forms & Procedure) vi) Self-Declaration for not been blacklisted by Central/State/UT Government or any Public sector entities duly signed and stamped at company's Letter Head vii) Compliance of Matrix/checklist for bidder (as per format in Section 6, Forms & Procedure) duly filled and signed on Company letter head pad with company's seal viii) Certificate regarding Declaration of local content (as per format given in, Forms & Procedure) 				

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		<p>ix) Self-Declaration duly signed on Company Letter Head Pad with company's seal for not being under debar list/undergoing debarment period on account of breach of the code of integrity under rule 175(1)(i)(h) of general financial rules for giving false declaration of local content</p> <p>x) Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India"</p> <p>xi) Consortium Agreement (if applicable)</p> <p>xii) Other documents/details of historical nature such as certificate of incorporation, complete Audited Annual Reports together with Audited statement of accounts, Experience Certificate issued by Utility/Employer for work completed/executed prior to deadline for submission of bids etc.</p> <p>xiii) Any other documents/details/information of historical nature</p> <p>The EESL may give the Bidder not more than 5 working days' notice to rectify/furnish such documents, failing which the bid is liable to be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.</p> <p><u>Address of the Employer/Buyer:</u></p> <p>DM (Contracts) Energy Efficiency Services Limited, Core-5, 4th Floor, SCOPE Complex, Lodhi Road, New Delhi-110003 Email: npal@eesl.co.in</p>
6.	GTC clause 4.0, xiii(h)	<p>Supplementing GTC clause 4.0, xiii(h) with the following:</p> <p>Reverse auction is not applicable for the subject procurement.</p>
7.	GTC clause 4.0, xiii(m)	<p>Replacing GTC clause 4.0, xiii(n) with the following:</p> <p>Bid Security/ EMD of Rs.46,30,000/- (Rupees Forty Six Lakh Thirty Thousand Only) is applicable for subject Package/Tender. All the Bidders shall submit as part of their bid, a Bid Security as per the format available in bid document.</p>
8.	GTC clause 6.0 (ii)	<p>Supplementing GTC clause 6.0(ii) with the following:</p> <p>(a) Bidders are requested to quote the price in GeM portal itself. The bid price shall include all the costs for the entire scope of work as per Annexure-1. Bids based on a system of pricing other than that specified shall be rejected.</p>

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		<p>The Bid Prices quoted by the bidders covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents to successfully execute the intended services, on a "Single Responsibility" basis. Bidders are required to quote the price for the commercial, contractual, and technical obligations.</p> <p>Bidders shall not upload the price details in technical part otherwise, technical bid will be rejected.</p> <p>(b) Bidders are required to quote Total Prices (including GST). The Contractor's Prices shall be quoted as lump sum price, up to two decimal places and shall be fixed for entire duration of Contract. For the purpose of evaluation and displaying award prices including GST on GeM portal, GST shall be considered as 18% (as subject tender is for Supply of Services). However, during execution of subject Contract, the GST shall be paid at actual.</p>
9.	GTC Clause 7(ii)	<p>Supplementing the referred provision of GTC with the following:</p> <p>Within twenty one (21) days of the receipt of the Notification of Award (NOA/LOA) of Contract from EESL, the Contactor shall furnish Security Deposit (SD)/Contract Performance Security (CPS) in the form of a Bank Guarantee (BG) of value equaling 10 % of the total Contract value. The SD/CPS Bank Guarantee must be valid to cover the complete contract period (5 years) + Three (3) months' claim period.</p> <p>Any delay in submission of SD/CPS shall be deemed as accruing of financial benefit to the Contactor and EESL may take necessary interest penalty recovery action (interest @ State Bank of India's MCLR + 2 %) from the payments due to the Contactor for the period of delay. However, this provision does not bind EESL in any way from proceeding against the Contactor (including forfeiture of EMD, cancellation of the LOA, etc.) for non-compliance towards non-submission of the SD/CPS.</p> <p>The BG shall be from any Nationalized Bank/other scheduled Private banks/International banks, to be from among the list of banks given at Attachment-15. In case of international Contactor, the CPS BG could be from any such international bank having a branch in India or a Nationalized Indian bank having a branch in the country of origin of the international Contactor mentioned in Attachment-15. The International Contactor are also required to enclose with their CPS BG a letter of BG confirmation from a corresponding Indian bank. EESL shall at its discretion have recourse to the said Bank Guarantee for the</p>

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		<p>recovery of any or all amount due from the Contactor in connection with the contract including of replacement warranty obligations.</p> <p>Failure of the Contactor to comply with the requirements of IFB/Tender/NIT/LOA shall constitute enough grounds for the annulment of the award and forfeiture of the SD/CPS.</p> <p>This Bank Guarantee shall be effective only when BG issuance message is transmitted by the issuing bank through SFMS to ICICI Bank include unique identifier EESL543840944 in field 7037 of the SFMS cover messages with IFSC Code ICIC00000007.</p> <table><tr><td colspan="2">BG advising message – IFN 760COV / IFN 767COV via SFMS</td></tr><tr><td>Field Number</td><td>Particulars (to be mentioned in Row 1)</td></tr><tr><td>7037</td><td>EESL543840944</td></tr></table> <p>The CPG to be submitted as per the given format (Attachment-15) of bid documents.</p>	BG advising message – IFN 760COV / IFN 767COV via SFMS		Field Number	Particulars (to be mentioned in Row 1)	7037	EESL543840944			
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10.	GTC Clause 14.0	<p>Supplementing the referred provision of GTC with the following:</p> <p><u>Delivery Period:</u></p> <table><tr><th>Sl. No.</th><th>Activity</th><th>Completion period</th></tr><tr><td>1.</td><td>Migrate and provide all applications up and running for the business operation as running on the existing cloud to declare as delivery of cloud without any disruption (including DC and DR). Bidder also has to provide activities-wise detailed migration plan.</td><td>Within 12 (twelve) Weeks from the date of Notification of Award.</td></tr><tr><td>2.</td><td>Support, Maintenance, Management, Monitoring of services as per scope of work for 5 years</td><td>5 (Five) Years from the date of Notification of Award.</td></tr></table>	Sl. No.	Activity	Completion period	1.	Migrate and provide all applications up and running for the business operation as running on the existing cloud to declare as delivery of cloud without any disruption (including DC and DR). Bidder also has to provide activities-wise detailed migration plan.	Within 12 (twelve) Weeks from the date of Notification of Award.	2.	Support, Maintenance, Management, Monitoring of services as per scope of work for 5 years	5 (Five) Years from the date of Notification of Award.
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11.	GTC clause 16	<p>Supplementing GTC clause 16.0 with the following:</p> <p>Arbitration</p> <p>In case the Contractor is a Public Sector Enterprise or a Government Department</p>									

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		<p>In case the Contractor is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.</p> <p>In case the Contractor is not a Public Sector Enterprise or a Government Department</p> <p>Any dispute or differences arising out of or touching this Agreement if not resolved amicably within 30 days of raising such dispute or difference and subject to cure period as provided in the Agreement; shall be referred to the Arbitration, of single arbitrator mutually agreed between the Parties. In case the parties fail to agree upon single arbitrator then, either of the party may approach a competent court for the appointment of the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and all amendment thereunder. The decision of the arbitral tribunal shall be final and binding on the Parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and all amendment thereunder. The language of arbitration shall be English, cost of arbitration shall be borne equally by the Parties and the venue of arbitration shall be Delhi, India.</p> <p>Notwithstanding any reference to the Arbitration herein,</p> <p>Parties shall continue to perform their respective obligations under the Contract, except for the matter under dispute pursuant to Arbitration proceedings</p>
12.	Service Level Agreement (SLA)	SLA and penalties shall be as per Annexure-1

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13.	SLA (4- Terms and Conditions)	<p>Supplementing the referred section of SLA with the following:</p> <p><u>DURATION OF CONTRACT</u></p> <table> <tr> <th>Sl. No.</th><th>Activity</th><th>Completion period</th></tr> <tr> <td>1.</td><td>Migrate and provide all applications up and running for the business operation as running on the existing cloud to declare as delivery of cloud without any disruption (including DC and DR). Bidder also has to provide activities-wise detailed migration plan.</td><td>Within 12 (twelve) Weeks from the date of Notification of Award.</td></tr> <tr> <td>2.</td><td>Support, Maintenance, Management, Monitoring of services as per scope of work for 5 years</td><td>5 (Five) Years from the date of Notification of Award.</td></tr> </table> <p>Please refer to Annexure-1 for the detailed Scope of Services.</p>	Sl. No.	Activity	Completion period	1.	Migrate and provide all applications up and running for the business operation as running on the existing cloud to declare as delivery of cloud without any disruption (including DC and DR). Bidder also has to provide activities-wise detailed migration plan.	Within 12 (twelve) Weeks from the date of Notification of Award.	2.	Support, Maintenance, Management, Monitoring of services as per scope of work for 5 years	5 (Five) Years from the date of Notification of Award.
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1.	Migrate and provide all applications up and running for the business operation as running on the existing cloud to declare as delivery of cloud without any disruption (including DC and DR). Bidder also has to provide activities-wise detailed migration plan.	Within 12 (twelve) Weeks from the date of Notification of Award.									
2.	Support, Maintenance, Management, Monitoring of services as per scope of work for 5 years	5 (Five) Years from the date of Notification of Award.									
14.	SLA (3- Scope of Service)	<p>Supplementing the referred section of SLA with the following:</p> <p>1.0 COMPLIANCE WITH LABOUR REGULATIONS</p> <ul style="list-style-type: none"> The Service Provider shall abide at all times by all applicable existing labour enactments and rules made thereunder, regulations notifications and byelaws of the State or Central Government or local authority and any other labour law (including rules), regulations bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. EESL shall bear no liability whatsoever towards any violation by the contractor in this regard. The Service Provider is bound to comply with all the provisions of applicable labour laws. <p>2.0 SAFETY PRECAUTIONS</p> <ol style="list-style-type: none"> The Service Provider shall observe all applicable regulations regarding safety on the Buyer's premises. The Service Provider shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to Buyer or to others, working at the Buyer's premises. The Service Provider shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Buyer or other Contractors under any circumstances, whatsoever, unless 									

Sl. No.	GTC/SLA Clause Ref. No.	Amendment/Supplement to GTC/SLA
		<p>expressly permitted in writing by Buyer to handle such fuses, wiring or electrical equipment.</p> <p>d) No electric cable in use by the Buyer will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.</p> <p>e) It is mandatory for the Service Provider to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following:</p> <p>Safety Rules</p> <p>(i) Each employee shall be provided with initial indoctrination regarding safety by the Service Provider, so as to enable him to conduct his work in a safe manner.</p> <p>(ii) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.</p> <p>(iii) Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.</p> <p>(iv) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas or at buyer's premise.</p> <p>(v) Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.</p> <p>Successful Bidder is required to instruct their manpower to follow safety rules and regulations of EESL within EESL's premise while performing the duties.</p>
15.	SLA (3-Scope of Service)	<p>Supplementing the referred sub-section of SLA with the following:</p> <p><u>INSPECTION AND APPROVAL</u></p> <p>(a) The Engineer-in-charge, administrator or his representative shall have full powers at any time to inspect and examine any part of the works and the Service Provider shall give such facilities as may be required for such inspection and examination.</p> <p>(b) The Engineer-in-charge, administrator or his representative may from time to time in writing delegate to the representative any of the powers and authorities vested in the Engineer-in-Charge and shall furnish to the Service Provider a copy of all such written delegation of powers and authorities.</p>

Sl. No.	GTC/SLA Clause Ref. No.	Amendment/Supplement to GTC/SLA															
16.	SLA (3- <i>Scope of Service</i>)	<p>Payment terms shall be as per the following:</p> <p>1. <u>Payment Terms:</u></p> <p>(i) First quarterly billing cycle will start after acceptance of complete DC & DR. However, cost of migration may be paid as mentioned below.</p> <table><tr><th>Sl. no.</th><th>Milestone</th><th>Description</th><th>Amount</th></tr><tr><td>A</td><td>Migration (OS, network, etc.)</td><td>Migration of complete landscape upto OS and network level and acceptance from buyer</td><td rowspan="2">25% of Migration cost (sl. no. A) + 100 % payment of SAP migration (Sl. No. B)</td></tr><tr><td>B</td><td>SAP Migration</td><td>Migration of complete SAP applications and acceptance from buyer</td></tr><tr><td>C</td><td>Non-SAP Migration</td><td>Migration of complete non-SAP applications and acceptance from buyer</td><td>75% of Migration cost (sl. no. A) + 100% payment of non-SAP migration (Sl. No. C)</td></tr></table> <p>(ii) Bidder shall submit the quarterly invoices in arrear mode for recurring cycle after submission of invoices & reflection of the same on GST Portal and relevant documents/certificates by service provider after successful completion of services rendered as per the deliverables mentioned in Scope of Work.</p> <p>(iii) Further, the payment shall be paid only on fulfilment of following conditions:</p> <ul style="list-style-type: none">a) Acknowledgement of NOA/LOA (to be issued through GeM) and signing of Contract Agreement.b) Submission of GST compliant Invoicec) Submission of CONTRACT PERFORMANCE GUARANTEE (CPG) and CONFIDENTIALITY UNDERTAKING (Attachment-Dd) Certification by Project manager/ Engineer in Charge <p>Payment shall be made on actuals after verification of all the documents by Engineer-In Charge (EIC)/Officer-In-Charge (OIC).</p> <p>(iv) Bidder"s quoted charges should be firm and fixed. No price variation and escalation will be allowed.</p> <p>(v) Payment shall be released upon the passing of GST- ITC to EESL within prescribed timeframe in GST Law and after deduction of all applicable Taxes (Direct and indirect).</p>	Sl. no.	Milestone	Description	Amount	A	Migration (OS, network, etc.)	Migration of complete landscape upto OS and network level and acceptance from buyer	25% of Migration cost (sl. no. A) + 100 % payment of SAP migration (Sl. No. B)	B	SAP Migration	Migration of complete SAP applications and acceptance from buyer	C	Non-SAP Migration	Migration of complete non-SAP applications and acceptance from buyer	75% of Migration cost (sl. no. A) + 100% payment of non-SAP migration (Sl. No. C)
Sl. no.	Milestone	Description	Amount														
A	Migration (OS, network, etc.)	Migration of complete landscape upto OS and network level and acceptance from buyer	25% of Migration cost (sl. no. A) + 100 % payment of SAP migration (Sl. No. B)														
B	SAP Migration	Migration of complete SAP applications and acceptance from buyer															
C	Non-SAP Migration	Migration of complete non-SAP applications and acceptance from buyer	75% of Migration cost (sl. no. A) + 100% payment of non-SAP migration (Sl. No. C)														

Sl. No.	GTC/SLA Clause Ref. No.	Amendment/Supplement to GTC/SLA
		<p>(vi) No Advance payment shall be made.</p> <p>(vii) Invoice value shall be inclusive of all charges except applicable GST which shall be paid extra. Taxes should be indicated separately on the invoice.</p> <p>(viii) The prices shall be firm and fixed throughout the contract period.</p> <p>(ix) payment may be released within 30 days from compliance of payment terms as mentioned above</p> <p>All GST payment shall be against GST invoices/debit notes raised by the Service Provider as specified under the GST Act and related Rules, Notifications, etc., as notified by the Government in this regard. In the event that the Service Provider fails to provide the invoice/debit note in the form and manner prescribed under the GST Act and Rules, the Employer shall not be liable to make any payment against such invoice/debit note. Payment towards taxes & duties shall be released by the Employer directly to the Service Provider.</p>
17.	SLA (3- <i>Scope of Service</i>)	<p>Supplementing the referred sub-section of SLA with the following:</p> <p>a) On receipt of physical bill, concerned EESL's official shall acknowledge the receipt of bill.</p>
18.	SLA (3- <i>Scope of Service</i>)	<p>Supplementing the referred sub-section of SLA with the following:</p> <p>Income Tax and other statutory levies as applicable at the time of payment shall be deducted at source unless concerned tax authorities exempt the Service Provider. EESL shall affect TDS as per the rules / statutory requirements and issue TDS certificate.</p>

Sl. No.	GTC/SLA Clause Ref. No.	Amendment/Supplement to GTC/SLA
19.	SLA (3- <i>Scope of Service</i>)	<p>Supplementing the referred sub-section of SLA with the following:</p> <p><u>Additional Requirement:</u></p> <p>During Execution of contract, EESL reserves the right to increase or decrease the quantity of individual contract Items upto any extent subject to following:</p> <p>(i) As long as overall variation remains within + 25% of the contract price, the rate of individual contract items and other Terms & Conditions of the contract shall remain unaltered.</p> <p>In case overall contract price increases by more than 25%, all such items, where executed/anticipated quantity has exceeded/is expected to exceed that's specified in the contract by more than 25%, will be identified. In respect of all such items while the quantity originally specified in the contract +25% extra shall be paid at unit rate available in the Contract, the payment for the balance quantity shall be released at a rate to be decided after mutual agreement.</p>
20.	GTC Cl. 19	<p>Replacing the referred section of GTC with the following:</p> <p><u>TERMINATION OF CONTRACT</u></p> <p>The Contract shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:</p> <p>(a) Breach of contractual obligations: Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.</p> <p>(b) Termination for Buyer's Convenience: If at any time after acceptance of the tender, the Buyer shall decide to abandon or reduce or increase the scope of works for any reason whatsoever and hence not require the whole or any part of the works to be carried out the Officers-in-Charge shall give 01 (One) month notice in writing to that effect to the Service Provider and the Service Provider shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which might have derived from the execution of works in full but which did not derive in consequence of the fore-closure of the whole or part of the works.</p> <p>The Service Provider shall, however, be paid at Contract rates full</p>

Sl. No.	GTC/SLA Clause Ref. No.	Amendment/Supplement to GTC/SLA
		<p>amount for works executed. The Service Provider for the same shall, as required by the Officer-in-Charge furnish to him books of account, wage books. Muster roll, PF return and other relevant documents as may be necessary to enable him to certify the amount payable under the contract.</p> <p>(c) If the Service Provider is an individual or a proprietor concern and the individual or the proprietor dies and if the Service Provider is a partnership concern and one of the partners dies then unless the Officer-in-charge is satisfied that the legal representative of the individual Service Provider or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Officer-in-charge shall be entitled to terminate the contract as to its uncompleted part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased Service Provider and/or to the surviving partners of the Service Provider's firm on account of the termination of the Contract. The decision of the Officer-in-charge that the legal representative of the deceased Service Provider or the surviving partners of the deceased Service Provider or the surviving partners of the Service Provider's cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such termination the Corporation shall not hold the estate of the deceased Service Provider and/or the surviving partners of the Service Provider's firm liable for damages for not completing the Contract.</p>
21.	GTC Cl. 29	<p>Supplementing GTC clause 29 with the following:</p> <p>A Bidder (including its personnel or sub-contractors) has a business or family relationship with a member of a EESL's staff (or of the project implementing staff, or of a recipient of a part of the loan) who: are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or would be involved in the implementation or supervision of such contract unless the authority inviting tenders shall be informed of the fact/ such relationship at the time of submission of the tender and the conflict stemming from such relationship has been resolved in a manner acceptable to the EESL throughout the procurement process and execution of the contract. EESL may in its discretion reject the tender or rescind the contract</p>
22.	Contractual provisions under the Contract	<p>Contract Agreement and contractual provisions under the subject Contract shall be as per Master Service Agreement issued by Ministry of Electronics & Information Tech., Government of India and referred under clause 3 (scope of services) of SLA.</p> <p>Note: The provisions of ATC shall complement provisions of Master Service Agreement (MSA), however, in case of any contradictions in word(s)/statement(s)/provision(s) of ATC and MSA, the word(s)/statement(s)/provision(s) of ATC shall prevail.</p>

Important Notes:

1. In case of any contradiction in GTC, SLA, ATC; Terms and conditions of ATC shall prevail.

Forms & Procedure

ATTACHMENT - 1

BID FORM (FORMAT OF APPLICATION)

To,
DGM (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-5, 4th Floor, SCOPE Complex,
Lodhi Road, New Delhi-110003

Subject: -

Date:-XX-XX-2024

Dear Sir,

1.0 With Reference to your subject IFB/RfP, we are pleased to submit our bid/proposal for "....."as detailed below after examining subject RfP Documents inter-alia including its Amendments:

2.0 Packet-I of Envelope 1:

- (a) **Bid document Fee:** Fee towards cost of RfP Documents as per above GTC clause 4.0, xiii(f) or documentary evidence as mentioned in support of exemption of Document Fee.
- (b) **Bid Security Fee/Earnest Money Deposit:** In the form of Banker's Cheque / Demand Draft drawn in favour of "Energy Efficiency Services Limited" or in the form of Bank Guarantee as per prescribed format at **Attachment-2** or documentary evidence in support of exemption of Bid Security/EMD.

3.0 Packet-II of Envelope 1:

- (a) Attachment 1: Bid Form
- (b) Attachment 3: Power of Attorney
- (c) Attachment 4: Certificate regarding acceptance of important terms and conditions
- (d) Attachment 5: Deviation statement
- (e) Attachment 6: Form of acceptance of EESL fraud prevention policy
- (f) Attachment 7: An undertaking by Holding Company (As Applicable).
- (g) Attachment 8: Format for details regarding RTGS/NEFT Payments
- (h) Attachment 9: Compliance Matrix/ Check – List for Bidders
- (i) Attachment 10: Certificate Regarding Declaration of Local Content
- (j) Attachment 11: "Restrictions on procurement from a Bidder of a country which shares a land border with India" Certification by the Bidder per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order)
- (k) Attachment-12: Details regarding Qualifying Requirement /Eligibility criteria as per Part-B (BDS).
- (l) Attachment-13: Declaration duly signed on Company Letter Head Pad with company's seal for not being under debar list/undergoing debarment period on account of breach of the code of integrity under rule 175(1)(i)(h) of general financial rules.
- (m) Attachment-14: Certificate regarding non debarment / blacklisting/disqualification
- (n) Techno-commercial bid as indicated in bid document. Documentary evidence regarding bidder's qualifications to perform the contract as required in qualifying Requirement

- 4.0 Envelope 2: Price Bid (duly filled in electronic template as available on the GeM Portal)
- 5.0 We confirm that we have quoted as per instructions and terms and conditions of tender/RfP documents. Further, it is certified that no conflict of interest exists as on date and if in future such a conflict of interest arises, we will intimate the same
- 6.0 We declare that the prices left blank in price schedule/price bid will be deemed to have been included in the prices of other items. We confirm that except as otherwise specifically provided, our bid prices include all applicable taxes & duties including applicable GST. The GST shall be paid extra at actual by EESL.
- 7.0 We further declare that additional conditions, variations, deviations, if any, found in the proposal save those pertaining to any rebates offered, shall not be given effect to.
- 8.0 We undertake, if our bid is accepted, we shall commence the work immediately upon your Notification of Award to us, to achieve completion of work within the time specified in the bidding documents.
- 9.0 We agree to abide by this bid for a period Six Months from the date of opening of bids as stipulated in the RfP documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Further, the prices of recommended spares, if asked for; contained in our bid shall re-main valid for the entire project period after issuance of Notification of Award.
- 10.0 Until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
- 11.0 We understand that you are not bound to accept the lowest or any other bid you may receive.
- 12.0 We declare that we are registered, as applicable, with ESIC, EPF and Miscellaneous Provisions Act 1952 and will comply with Employees Compensation Act, 1923 and Minimum Wages Act, 1948
- 13.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated -----

NAME/S & AUTHORISED SIGNATORIES:

ADDRESS:

MOBILE NO.:

LAND LINE NO.:

Our correspondence details are:

1	Name of the bidder	
2	Address of the bidder	
3	Name of the contact person to whom all references shall be made regarding this tender	
4	Designation of the person to whom all references shall be made regarding this tender	
5	Address of the person to whom all references shall be made regarding this tender	
6	Telephone (with STD code)	
7	E-Mail of the contact person	
8	Fax No. (with STD code)	
9	GST No. of the bidder	

Note: In case of non-submission of this Bid form, bid will be rejected.

Form for Submitting BG / EMD Format

(To be stamped in accordance with Stamp Act, if any, of the country of the issuing Bank)

Bank Guarantee No.

Date.....

To:

Energy Efficiency Services Limited.

(A JV of PSUs of Ministry of Power, Govt. of India)

Core-3, 6th Floor, SCOPE Complex,
Lodhi Road, New Delhi-110003

Dear Sir(s),

In accordance with invitation for bids under your bidding document/package no.....dated.....M/s.....having its registered/head office at.....(here in after called "Bidder") wish to participate in the said bid for (name of package)

We, the (Name and address of the bank), having our head office at guarantee and undertake to pay immediately on demand by Energy Efficiency Services Limited, the amount of without any reservation, protest, recourse. Any such demand made by the employer shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

The Guarantee shall be irrevocable and shall remain valid upto If any further extension of guarantee is required, the same shall be extended to such period (not exceeding one year) on receiving instructions from..... (Bidder's Name) _____, on whose behalf guarantee is issued.

In witness whereof the bank, through its authorized officer, has set its hand and stamp on this.....day of20.....at.....

Witness:

Signature:

Name:

Official address:

Signature:

Name:

Designation with Bank Stamp

Authorized vide

Power of Attorney no.

Date

NOTE:

- Complete mailing address of the Head Office of the Bank to be given. The bank guarantee validity date shall be forty-five (45) days after the last date for which the bid is valid.
- The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of the issuing bank in India or the State of Delhi in India or the State of India from where the BG shall be operated, whichever is higher.
- While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the Bank Guarantee Verification Check List. Further, Bidders are required to fill up this Form 16 and enclose the same with the Bank Guarantee.

BANK GUARANTEE CHECK LIST

1	Bank Guarantee No.	
2	Issuing Bank	
3	Nature of BG & No. of Pages	
4	Validity of BG	
5	Package Description	
6	Party & Contracts ref.	Name, Address, Tel, Fax, E—mail
7	Bank Reference	

CHECK LIST

Sl. No.	Details of Checks	YES / NO
a)	Is the BG on non-judicial Stamp Paper of appropriate value, as per Stamp Act ?	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also, the Stamp Paper should not be older than six months from the date of execution of BG)	
c)	In case the BG has been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon?	
d)	Has the executing Officer of BG indicated the name, designation, and Power of Attorney No. / Signing Power no. etc., on the BG?	
e)	Is each page of BG duly signed / initiated by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
f)	Does the Bank Guarantees compare verbatim with the proforma prescribed in the bid documents?	
g)	In case of any changes in contents of text, whether changes are of minor/clerical nature (which in no way limits the right of EESL in any manner) ?	
h)	In case of deviations in text of BG, which materially affect the right of EESL, whether the changes have been agreed based on the opinion by Legal Department or BG I considered acceptable on the basis of opinion of law Department already available on the similar issue.	
i)	Are the factual details such as Bid Document No. NOA/LOA/Contact No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?	
j)	Whether overwriting / cutting if any on the BG have been properly authenticated under signature and seal of executant?	
k)	Whether the BG has been issued by a Bank in line with the provisions of Bid /Contract documents?	
l)	In case BG has been issued by a Bank other than those specified of Bid / Contract Documents, is the BG confirmed by a Bank in India acceptable as per Bid / Contract documents?	

ANNEXURE-A**LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF BANK GUARANTEE FOR BID SECURITY****SCHEDULED COMMERCIAL BANKS**

- SBI AND ASSOCIATES**

Sl. No.	Name of Banks	Sl. No.	Name of Banks
1.	State Bank of India	5.	State Bank of Mysore
2.	State Bank of Bikaner and Jaipur	6.	State Bank of Patiala
3.	State Bank of Hyderabad	7.	State Bank of Saurashtra
4.	State Bank of Indore	8.	State Bank of Travancore

- NATIONALISED BANKS**

Sl. No.	Name of Banks	Sl. No.	Name of Banks
9.	Allahabad Bank	13.	Canara Bank
10.	Andhra Bank	14.	Central Bank of India
11.	Bank of India	15.	Corporation Bank
12.	Bank of Maharashtra	16.	Dena Bank
17.	Indian Bank	18.	Indian Overseas Bank
19.	Oriental Bank of Commerce	20.	Punjab National Bank
21.	Punjab & Sind Bank	22.	Syndicate Bank
23.	Union Bank of India	24.	United Bank of India
25.	UCO Bank	26.	Vijaya Bank
27.	Bank of Baroda		

- SCHEDULED PRIVATE BANKS (INDIAN BANKS)**

Sl. No.	Name of Banks	Sl. No.	Name of Banks
27.	Bank of Rajasthan	41.	Sangli Bank Ltd.
28.	Bharat Overseas Bank Ltd.	42.	South Indian Bank Ltd.
29.	Catholic Syrian Bank	43.	Tamilnad Mercantile Bank Ltd.
30.	City Union Bank	44.	United Western Bank Ltd.
31.	Dhanalakshmi Bank	45.	ING Vysya Bank Ltd.
32.	Federal Bank Ltd.	46.	UTI Bank Ltd.
33.	Jammu & Kashmir Bank Ltd.	47.	S.B.I. Commercial & International Bank Ltd.
34.	Karnataka Bank Ltd.	48.	Ganesh Bank of Kurundwad Ltd.
35.	KarurVysya Bank Ltd.	49.	INDUSIND Bank Ltd.
36.	Lakshmi Vilas Bank Ltd.	50.	ICICI Bank Ltd.
37.	Lord Krishna Bank Ltd.	51.	HDFC Bank Ltd.
38.	Nainital Bank Ltd.	52.	Centurion Bank of Punjab Limited
39.	Kotak Mahindra Bank	53.	Development Credit Bank Ltd.
40.	Ratnakar Bank Ltd.	54.	Yes Bank

(D) SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

Sl. No.	Name of Banks	Sl. No.	Name of Banks
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55.	Abu Dhabi Commercial Bank Ltd.	71.	Sonali Bank
56.	ABN Amro Bank Ltd.	72.	Standard Chartered Bank
57.	American Express Bank Ltd.	73.	J.P Morgan Chase Bank
58.	Bank of America NA	74.	State Bank of Mauritius
59.	Bank of Bahrain& Kuwait	75.	Development Bank of Singapore
60.	Mashreq Bank	76.	Bank of Ceylon
61.	Bank of Nova Scotia	77.	Bank International Indonesia
62.	The Bank of Tokyo-Mitsubishi UFJ Limited.	78.	Arab Bangladesh Bank
63.	Calyon Bank	79.	Cho Hung Bank
64.	BNP Paribas	80.	China Trust Bank
65.	Barclays Bank	81.	Mizuho Corporate Bank Ltd.
66.	Citi Bank	82.	Krung Thai Bank
67.	Deutsche Bank	83.	Antwerp Diamond Bank N.V. Belgium
68.	The Hong Kong and Shanghai Banking Corporation Ltd.	84.	Internationale Nederlanden Bank N.V. (ING Bank)
69.	Oman International Bank	85.	Bank of China Ltd.
70.	SocieteGenerale		

(E) PUBLIC SECTOR BANK

Sl. No.	Name of Banks	Sl. No.	Name of Banks
86.	IDBI Ltd.		

Note: Any Addition/Deletion/Modification/ in Bank list shall be as per changes in second schedule List of above categories of Bank by RBI from time to time.

Tender Document No/Package No:

Dated:

Package Details.....

POWER OF ATTORNEY

BIDDER TO ATTACH THE POWER OF ATTORNEY IN THEIR OWN FORMAT

Tender Document No/Package No:

Dated:

(CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS)

Bidder's Name& Address

To,
General Manager (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-5, 4th Floor Scope Complex,
Lodhi Road, New Delhi – 110003

Sub:

1.0 With reference to our bid proposal no.....dated.....**for Tender**..... **Dated**, we hereby confirm that we have read the following provisions of the following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of these clauses are acceptable to us and we have not taken any deviation to these clauses.

Governing Laws, Settlement of Disputes, Terms of payment, Performance Security, Taxes and Duties, Completion Time Guarantee, Indemnity, Limitations of Liability, Deductions.

We further confirm that any deviation to the above clauses found anywhere in our bid proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implication to EESL.

Date:

Signature:

Place:

Printed Name:

Designation:

Common Seal

NAME OF WORK.....

BIDDING DOCUMENT NO.....

(Deviations Statement)

Bidder's Name and Address:

To,
 General Manager (Contracts)
 Energy Efficiency Services Limited.
 (A JV of PSUs of Ministry of Power, Govt. of India)
 Core-5, 4th Floor Scope Complex,
 Lodhi Road, New Delhi - 110003

Dear Sir,

The following are the deviations and variations from and exceptions to the terms, conditions and specification of the bidding documents for BID No. These deviations and variations are exhaustive. We are furnishing below the cost of withdrawal for the deviations and variations stated in this Attachment. We shall withdraw the deviations proposed by us in this Attachment at the cost of withdrawal indicated herein, failing which our bid may be rejected and bid security may be forfeited. We confirm that except for these deviations and variations, the entire work shall be performed as per your specifications and conditions of bidding documents. Further, we agree that additional conditions, variations, deviations if any, found in the proposal documents other than those stated in this Attachment, save those pertaining to any rebates offered, shall not be given effect to:

Section/Part/ Chapter	Clause No.	Page No.	Statement Deviations/ Variations	Cost of Withdrawal
A.	COMMERCIAL DEVIATIONS:			
B.	TECHNICAL DEVIATIONS:			

Date : (Signature).....
 Place : (Printed Name).....

 (Designation).....
 (Common Seal)

Note: Continuations sheets of like size and format may be used as per Bidder's requirement.

**FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY
(On the letter head)**

To:

General Manager (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-5, 4th Floor Scope Complex,
Lodhi Road, New Delhi - 110003

Sub: Letter of Acceptance of EESL Fraud Policy

Ref: NIT/Bid No.

Dear Sir/Madam,

We have read the contents of the Fraud Prevention Policy of EESL and undertake that we along with our associate / collaborator /sub-contractors / sub-vendors / bidders/ service providers shall strictly abide by the provisions of the Fraud Prevention Policy of EESL.

Thanking You,

Yours faithfully,

Signature

Printed Name

Designation.....

Common Seal.....

Date:

Place:

FOR DETAILED POLICY, PLEASE VISIT OUR WEBSITE www.eeslindia.org

PROFORMA OF LETTER OF UNDERTAKING**(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)****[To be executed by the Holding Company Supported by Board Resolution and submitted by the Bidder along with the Bid, in case financial support is being extended by the Holding Company to the Bidder for meeting the stipulated Financial Qualifying]**

Ref.: NIT/Bid Document No.:

Our Reference NoDate:

Bidder's Name and Address:

To,

General Manager (Contracts)
 Energy Efficiency Services Limited.
 (A JV of PSUs of Ministry of Power, Govt. of India)
 Core-5, 4th Floor Scope Complex,
 Lodhi Road, New Delhi - 110003

Dear Sir,

- 1.0 We, M/s..... (Name of the Holding Company) declare that we are the holding company of M/s..... (Name of the Bidder) and have controlling interest therein.

M/s..... (Name of the Bidder) proposes to submit the bid for the package (Name of the package) for (Name of the Project) under bid reference no..... dated and have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement.

- 2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said package to M/s..... (Name of the Bidder), for the execution of the Contract, in case they are awarded the Contract for the said package at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s..... (Name of Bidder) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of M/s.....(Name of the Bidder).
- 3.0 This undertaking is irrevocable and unconditional and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by EESL.
- 4.0 We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Witness:

(1)

(2)

Yours faithfully,

(Signature of Authorized Signatory)
 on behalf of the Holding Company

Name & Designation
 Name of the Holding Company
 (Seal of Holding Company)

REAL TIME GROSS SETTLEMENT (RTGS)/ NATIONAL ELECTRONIC FUND TRANSFER (NEFT)

From: M/s_____

Sub: RTGS/NEFT Payments

We are agree to accept admissible payments through electronic mode viz RTGS/NEFT. For this, we are providing the requisite information herein below. The RTGS/NEFT charges for the above facility may be deducted/Recovered from our admissible payment.

Name Of City	
Bank Code No.	
Branch Code No.	
Bank's Name	
Branch Address	
Branch Telephone/ Fax No.	
Supplier Account No.	
Type of Account	
IFSC Code for NEFT	
IFSC Code for RTGS	
Supplier's name as per Account	
Telephone No. of Supplier	
Supplier's E-mail ID	
GSTIN of Supplier	
PAN No. of Supplier	

A cancelled cheque against above bank account number is also being enclosed.

Encl: As above: -

Confirmed by Banker
With Seal

Signature of supplier
With stamp & Address

Compliance Matrix/ CHECK – LIST FOR BIDDERS

Please ensure these major Terms & Conditions before submitting you bids in order to avoid REJECTION of your offer.

Sr. No.	Detail/Terms & Conditions	Applicable For	Attached		Reasons for non-compliance/remarks
			Yes	No	
1	Bid Fee (If Applicable)	Indian Bidders			
2	EMD (If Applicable)	Indian Bidders			
3	Bid Fee exempted for being MSE/Start-up	Indian Bidders			
	EMD exempted for being MSE/Start-up	Indian Bidders			
	In case of claiming exemption in submission of Bid Fee and EMD, Relevant Certificate of MSEs/Start-up certificate from DIPP is required to be submitted	Indian Bidders			
	In case of claiming exemption in submission of Bid Fee and EMD, enclose proof of MSE.	Indian Bidders			
	In case of Start-up, Business Eligibility certificate (for item tendered) is also required to be submitted	Indian Bidders			
	In case of SC/ST entrepreneurs belonging to MSE, documentary proof to be submitted	Indian Bidders			
	In case of Women entrepreneurs belonging to MSE, documentary proof to be submitted	Indian Bidders			
4	Duly filled up and attached Technical (Unpriced) Bid and all applicable formats of tender document.	Indian Bidders			
5	Acceptance of important terms and conditions in line with GTC/ATC as per format attached as Attachment-4,	Indian Bidders			
6	Separate sheet(s) of deviation (Attachment-5) If any, from the tender conditions with seal and signature of authorized personnel.	Indian Bidders			
7	Form of acceptance of EESL fraud prevention policy and declaration as per Attachment- 6	Indian Bidders			
8	PROFORMA OF LETTER OF UNDERTAKING (TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF	Indian Bidders			

	APPROPRIATE VALUE) [To be executed by the Holding Company Supported by Board Resolution and submitted by the Bidder along with the Bid, in case financial support is being extended by the Holding Company to the Bidder for meeting the stipulated Financial Qualifying] (as per Attachment-7 of ATC)				
9	CERTIFICATE REGARDING DECLARATION OF LOCAL CONTENT (As per attachment 10 of ATC)	Indian Bidders			
10	Certification by the Bidder per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order) (as per format in Attachment -11 of ATC)	Indian Bidders			
11	Format for filling details related to Qualifying Requirement (QR) (as per format in Attachment-12 (QR) of ATC)	Indian Bidders			
12	Certificate Regarding Non-Debarment for False Declaration Of Local Content (as per format in Attachment-13 of ATC)	Indian Bidders			
13	Certificate Regarding Non Debarment / Blacklisting/Disqualification (as per format in Attachment-14 of ATC)	Indian Bidders			
14	GST Registration Certificate and PAN Card Copy.	Indian Bidders			

NOT TO BE PRINTED ALONG WITH ABOVE TABLE

The above-mentioned points are major Terms & Conditions and are indicative in nature. Bidder shall carefully go through the detailed requirements, QR and other terms and conditions for better understanding and submit the bid accordingly.

Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII order and MoP order, if applicable [to be submitted on the letter head of the issuer.]

Dear Sir,

We have read and understood the provisions of "Public Procurement (Preference to Make in India) Order, 2017" dated 15/06/2017, its revision dated **16/09/2020** [hereinafter, "PPP-MII Order"] issued by **Department for promotion of Industry and Internal Trade (DPIIT)**, Ministry of Commerce and Industry, Government of India,

'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)' order dated 16/11/2021 issued by Ministry of Power [hereinafter, "MoP order"]

and any subsequent modifications/Amendments, if any.

In line with the provisions of the PPP-MII Order **and MoP Order**, M/s.[Enter the name of the Bidder] [hereinafter, **"Class-I Local Supplier" or "Class-II Local Supplier" (strike off which is not applicable)**] have submitted an Affidavit of self-certification to M/s. Energy Efficiency Services Limited [hereinafter, EESL] regarding Local Content in Goods/Services/Works to be supplied by the **"Class-I Local Supplier" or "Class-II Local Supplier" (strike off which is not applicable)** for **"Procurement of Private Cloud Service (Data Centre & Disaster Recovery Centre) for hosting SAP and Non-SAP applications"**, wherein they have agreed to abide by the terms and conditions of the PPP-MII Order **and MoP Order**.

Further, in line with the PPP-MII Order, the statutory auditor or cost auditor of the company (**in the case of companies**) or a practicing cost accountant or practicing chartered accountant (**in respect of suppliers other than companies**) shall provide a certificate giving the percentage of Local Content in the Goods/Service/Works to be supplied by the **"Class-I Local Supplier" or "Class-II Local Supplier" (strike off which is not applicable)** for **"Procurement of Private Cloud Service (Data Centre & Disaster Recovery Centre) for hosting SAP and Non-SAP applications."**

Accordingly, we, the Statutory Auditor(s) / Cost auditor of the **"Class-I Local Supplier" or "Class-II Local Supplier" (strike off which is not applicable)** a practicing cost accountant or practicing chartered accountant [**choose as applicable**], certify that the Local Content as defined under the PPP-MII **and MoP Order**, in the Goods/Service/Works to be supplied by the **"Class-I Local Supplier" or "Class-II Local Supplier" (strike off which is not applicable)** for **"Procurement of Private Cloud Service (Data Centre & Disaster Recovery Centre) for hosting SAP and Non-SAP applications."** is percentage [*specify the percentage of Local content*].

For and on behalf of,

Date:

<<Statutory Auditor's/Cost auditor's/Cost accountant's/Chartered accountant's attestation>>

Firm Reg No. Membership No.

Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by EESL.

Format for Affidavit of Self certification regarding Local Content in line with PPP-MII order and MoP Order, if applicable, to be provided on a non-judicial stamp paper of Rs. 100/-.

..... **Name of the Tender**.....;

Date:

I _____ S/o, _____ D/o, _____ W/o, _____ Resident
of _____ hereby solemnly affirm and declare as
under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 of Government of India issued vide Notification No: P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated **16/09/2020** (hereinafter **PPP-MII order**),

'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)' order dated 16/11/2021 issued by Ministry of Power (hereinafter MoP order) and any subsequent modifications/Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/EESL or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for

.....
That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the 'Local Content 'as defined in the PPP-MII order and MoP order in the goods/services/works supplied by me for
....., is percent (%).

That the goods/services/works supplied by me for
....., meet the 'Local Content' requirement as defined in the PPP-MII order **and MoP order for 'Class -I local supplier'**.

That the value addition for the purpose of meeting the 'Local Content 'has been made by me at *(Enter the details of the location(s) at which value addition is made).*

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Local Content criteria, based on the assessment of procuring agency (ies)/EESL/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order, **MoP order** and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued

- iii. Goods/services/works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Local Content prescribed for **'Class -I local supplier'**
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of input used to manufacture the Goods/to provide services/in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of..... (Name of firm/entity)
Authorized signatory (To be duly authorized by the Board of Directors)
<Insert Name, Designation and Contact No.>

Certification by the Bidder as per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order)

- 1.0 We have read and understood the provisions of Order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 regarding “Restriction under Rule 144(xi) of General Financial Rules” and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020 regarding “Exclusions from Restriction under Rule 144(xi) of General Financial Rules” issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India [hereinafter collectively “**DoE Order**”] and any subsequent modifications/Amendments, if any.
- 2.0 Particularly, we, the Bidder, have read the clause regarding restrictions on procurement from a ‘Bidder of a country which shares a land border with India’ and on sub-contracting to contractors from such countries.
- 3.0 We certify that we, the bidder is not from such a country or, if from such a country, has been registered **as per provisions of the requisite Order/Circular/Document** with the Competent Authority and will not subcontract any work to a subcontractor/sub vendor from such countries unless such subcontractor/sub vendor fulfils all requirement in this regard and is eligible to be considered. [*Where applicable, evidence of valid registration by the Competent Authority shall be attached.*]
- 4.0 We further declare that any misrepresentation or submission of false/forged document/information in this regard shall be dealt with as per the provisions of RfP Documents and/or EESL’s policy and procedures.

Date:

Printed Name:

Place:

Designation:

➤ **Format for filling details related to Eligibility Conditions and Qualifying Requirement (QR) for CSP:**

(This format is required to be submitted by the Bidder along with data/details/documents submitted in support of meeting criteria for eligibility conditions and QR)

Eligibility Conditions for CSP		
Sl. No.	Details	Declaration by the Bidder (Declare/Tick (✓) whichever is applicable)
1.	Status of the Bidder	
a.	Single Entity means a limited company (as defined in the Companies Act, 1956)	<input type="checkbox"/>
b.	A registered partnership firm (registered under section 59 of the Partnership Act, 1932)	<input type="checkbox"/>
c.	A limited liability partnership (under the Limited Liability Partnership Act, 2002)	<input type="checkbox"/>
1.1	Details of Documents submitted as evidence for aforesaid status	(...fill in no. and date of Documentary evidence...)
2.	<p>PPP MII guidelines issued by Govt. of India shall be applicable for this tender.</p> <p>Only Class-I and Class-II Local Suppliers with minimum local content of 50% and 20% respectively, are eligible to bid in this tender in conformance with the order for “Public procurement (Preference to make in India) Order 2017- Revision” issued vide order ref no. P-45021 /2/2017-PP (BE-II) GoI, Dated 16.09.2020 and as notified by Ministry of Information & Technology (MeitY) for Electronics Products on their website (https://www.meity.gov.in/esdm/ppo)</p>	<p>Attachment 10 is attached</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

	NOTE: - Only Class-I & Class-II Local suppliers as defined in the above tender are eligible to take part in this bidding process.	
3.	<p>Pursuant to Order No. F. No 6/18/2019-PPD dated-23-July-2020 from Department of Expenditure, Ministry of Finance, the applicant should be either of the following:</p> <ul style="list-style-type: none"> • Not from a country which shares a land border with India <p>OR</p> <ul style="list-style-type: none"> • Applicant from a country which shares a land border with India and registered with Competent Authority in accordance with order mentioned above. <p>The definition of “Bidder” from a country which shares a land border with India shall be as in paragraph 8 of the above mentioned order. Further, all the guidelines mentioned to this above order shall be applicable to this Tender. Bidder shall carefully go through the same and ensure its eligibility as per the said order.</p>	<p>Attachment 11 is attached</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
4.	<p>MeitY Empanelment:</p> <p>CSP shall provide DC & DR through virtual private cloud / government community cloud at MeitY Empaneled data center (as per current list).</p>	<p>Submitted in line with QR</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
5.	Not to be blacklisted by Central/State/UT Government or any Public sector entities for the tender item/work duly signed and stamped at company’s Letter Head.	<p>Submitted in line with QR</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

I hereby declare that data/details as filled-in hereinabove are true and correct, in case of any misrepresentation by us suitable action may be taken by EESL as per the provision of BID Documents and EESL's Policy and Guidelines.

Signature:

Name:

Designation:

For and on behalf of M/s.....

Qualifying Requirement for CSP		
Sl. No.	Details	Declaration by the Bidder (Declare/Tick (√) whichever is applicable)
1.1.1	Mention no. and date of Contract for which Documentary Evidence is attached in respect of work experience for 'Similar Assignments' in line with the QR	(....fill details in line with QR)
a)	Mention Name and Address of Client along with Contact details of concerned person	(....fill in requisite details....)
b)	<p>Whether Scope of Work under above referred Contract at sl. no. 1.1.1 includes below mentioned similar work: "Similar work" means experience of 'cloud deployment at DC & DR and post deployment supports involving any three from below:</p> <ul style="list-style-type: none"> • Installation • Commissioning, • Configuration • backup • Restoration of backup • Data synchronization to DR, • DR- drill <p>The work "executed" mentioned above means the bidder should have achieved the criteria specified above even if the total contract is started earlier and/or is not completed / closed. However, the work executed /completed must include "Similar work" as above.</p> <p>In case of orders under execution, the value of work executed till the originally scheduled date of bid opening (as per NIT), as certified by the Client shall be considered. However, the work executed must include "Similar work" as above.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

c)	Value of Work Order
d)	Date of execution/completionDD/MM/YYYY...
1.1.2	The CSP should have managed or managing the IT infrastructure for Data Centre /Cloud services (which involves SAP in HANA DB) to at least 1 client in India during last 3 years from the originally scheduled date of bid opening (i.e., date of bid opening as per NIT).	(....fill details in line with QR)
1.1.3	Bidder should have at least two current Cloud hosting customers/ clients for SAP application with minimum 250 ECC/S4 HANA users at DC & DR (each) infrastructure as on originally scheduled date of bid opening.	(....fill details in line with QR)
1.1.4	Cloud Service Provider's DC & DR should be ISO 9001, PCI DSS, ISO 22301, SOC1 and SOC2 certified as on originally scheduled date of bid opening.	(....fill details in line with QR)
1.1.5	Offered cloud/VMs must be SAP certified in SAP HANA operations and SAP certified in Cloud & Infrastructure Operations as on originally scheduled date of bid opening.	(....fill details in line with QR)
1.1.6	Manpower Strength: The Bidder must have strength of at least 50 IT Professionals (data center / networking / system administration / cloud services professionals' / cloud security experts) on their payroll as on original date of bid submission. At least 10 of these professionals must have been certified in either one of the above said domain and experience (of minimum 3 years) in maintenance of cloud solution/ DR Management / virtual server administration / system administration, Virtualization, Networking etc.) Self-Certificate (as per Attachment 'A') from HR head on the letter head of Bidder certifying the availability of resources on their payroll as on original date of bid submission.	Submitted in line with QR Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1.7	Managed Services: Technical support office should be within India and services shall be provided by bidder only. Note: Outsourcing of support services shall not be allowed. Self-Certificate (as per Attachment 'B') from bidder with complete address of support office and details of support structure	Submitted in line with QR Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1.8	DC and DR shall be from same CSP.	(....fill details in line with QR)

1.1.9	DC and DR land should be owned by the CSP or on lease agreement. Bidder shall ensure that lease/ownership remain valid upto contract period.	(...fill details in line with QR)
1.1.10	Distance between DC & DR should be minimum 100 kms Self-Certificate (as per Attachment 'C') from bidder with complete address of DC & DR.	Submitted in line with QR Yes <input type="checkbox"/> No <input type="checkbox"/>

Note: Use separate sheets for each Contract to fill in details as per sl. no.1.1.1 above

Sl. No.	Details	Declaration by the Bidder (Declare/Tick (✓) whichever is applicable)
1.2.1	Average Annual Turnover (ATO) during the last 3 Financial Years (i) Financial Year 1 (ii) Financial Year 2 (iii) Financial Year 3	INR..... INR..... INR.....
1.2.2	Bidder shall have liquid assets (L.A) or/ and evidence of access to or availability of credit facilities of not less than Rs 1,15,75,000/- (Balance Sheet of immediate last financial year would be considered for this calculation.) Note: The LA for the bidder shall be calculated from the Audited Financial Statement as per the following: L.A= [Current Assets- Inventory]	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.2.3	The net worth of the bidder in immediate last financial year should not be less than 100% of paid-up share capital or capital. Additionally, in case of Partnership/ Proprietorship, Networth may be considered negative in case closing capital of immediately preceding year is less than average closing capital of previous 3	INR.....

	<p>financial years including immediate preceding year.</p> <p><i>Note:</i> <i>It may be noted that existence of Bidder for 1 FY will suffice the purpose. Accordingly, for calculation of Net worth the audited financial figures as available shall be considered. (e.g., for considering net-worth calculations, if bidder is in existence for 2 Years' and Audited Financial Statements for both years are available then average of 2 years shall be considered. Similarly, if only one-year's Audited Financial Statements is available, the same will be considered for net-worth calculations). Same Philosophy shall be applicable for partnership firms also.</i></p>	
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I hereby declare that data/details as filled-in hereinabove are true and correct, in case of any misrepresentation by us suitable action may be taken by EESL as per the provision of RfP Documents and EESL's Policy and Guidelines.

Signature:

Name:

Designation:

For and on behalf of M/s.....

➤ **Format for filling details related to Eligibility Conditions and Qualifying Requirement (QR) for MSP:**

(This format is required to be submitted by the Bidder along with data/details/documents submitted in support of meeting criteria for eligibility conditions and QR)

Eligibility Conditions for MSP		
Sl. No.	Details	Declaration by the Bidder (Declare/Tick (✓) whichever is applicable)
1.	Status of the Bidder	
a.	Single Entity means a limited company (as defined in the Companies Act, 1956)	<input type="checkbox"/>
b.	A registered partnership firm (registered under section 59 of the Partnership Act, 1932)	<input type="checkbox"/>
c.	A limited liability partnership (under the Limited Liability Partnership Act, 2002)	<input type="checkbox"/>
1.1	Details of Documents submitted as evidence for aforesaid status	<i>(....fill details in line with QR)</i>
2.	<p>PPP MII guidelines issued by Govt. of India shall be applicable for this tender.</p> <p>Only Class-I and Class-II Local Suppliers with minimum local content of 50% and 20% respectively, are eligible to bid in this tender in conformance with the order for “Public procurement (Preference to make in India) Order 2017- Revision” issued vide order ref no. P-45021 /2/2017-PP (BE-II) GoI, Dated 16.09.2020 and as notified by Ministry of Information & Technology (MeitY) for Electronics Products on their website (https://www.meity.gov.in/esdm/ppo)</p>	<p>Attachment 10 is attached</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

	NOTE: - Only Class-I & Class-II Local suppliers as defined in the above tender are eligible to take part in this bidding process.	
3.	<p>Pursuant to Order No. F. No 6/18/2019-PPD dated-23-July-2020 from Department of Expenditure, Ministry of Finance, the applicant should be either of the following:</p> <ul style="list-style-type: none"> Not from a country which shares a land border with India <p>OR</p> <ul style="list-style-type: none"> Applicant from a country which shares a land border with India and registered with Competent Authority in accordance with order mentioned above. <p>The definition of “Bidder” from a country which shares a land border with India shall be as in paragraph 8 of the above mentioned order. Further, all the guidelines mentioned to this above order shall be applicable to this Tender. Bidder shall carefully go through the same and ensure its eligibility as per the said order.</p>	<p>Attachment 11 is attached</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
4.	<p>MeitY Empanelment:</p> <p>MSP shall provide the documentary evidence from the CSP that they shall provide DC & DR through virtual private cloud / government community cloud at MeitY empaneled data center.</p>	<p>Submitted in line with QR</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
5.	Not to be blacklisted by Central/State/UT Government or any Public sector entities for the tender item/work duly signed and stamped at company’s Letter Head.	<p>Submitted in line with QR</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

Qualifying Requirement for MSP		
Sl. No.	Details	Declaration by the Bidder (Declare/Tick (√) whichever is applicable)
1.1.1	Mention no. and date of Contract for which Documentary Evidence is attached in respect of work experience for 'Similar Assignments' in line with the QR	(....fill details in line with QR)
a)	Mention Name and Address of Client along with Contact details of concerned person	(....fill in requisite details....)
b)	<p>Whether Scope of Work under above referred Contract at sl. no. 1.1.1 includes below mentioned similar work: "Similar work" means experience of 'cloud deployment at DC & DR and post deployment supports involving any three from below:</p> <ul style="list-style-type: none"> • Installation • Commissioning, • Configuration • backup • Restoration of backup • Data synchronization to DR, • DR- drill <p>The work "executed" mentioned above means the bidder should have achieved the criteria specified above even if the total contract is started earlier and/or is not completed / closed. However, the work executed /completed must include "Similar work" as above.</p> <p>In case of orders under execution, the value of work executed till the originally scheduled date of bid opening (as per NIT), as certified by the Client shall be considered. However, the work executed must include "Similar work" as above.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

c)	Value of Work Order
d)	Date of execution/completionDD/MM/YYYY...
1.1.2	The MSP should have managed or managing the IT infrastructure for Data Centre /Cloud services (which involves SAP in HANA DB) to at least 1 client in India during last 3 years from the originally scheduled date of bid opening (i.e., date of bid opening as per NIT).	(....fill details in line with QR)
1.1.3	Bidder should have at least two current Cloud hosting customers/clients for SAP application with minimum 250 ECC users at DC & DR infrastructure, as on originally scheduled date of bid opening.	(....fill details in line with QR)
1.1.4	Cloud Service Provider's DC & DR should be ISO 9001, PCI DSS, ISO 22301, SOC1 and SOC2 certified as on originally scheduled date of bid opening.	(....fill details in line with QR)
1.1.5	Offered cloud/VMs must be SAP certified in SAP HANA operations and SAP certified in Cloud & Infrastructure Operations as on originally scheduled date of bid opening.	(....fill details in line with QR)
1.1.6	<p>Manpower Strength:</p> <p>The Bidder must have strength of at least 50 IT Professionals (data center / networking / system administration / cloud services professionals' / cloud security experts) on their payroll as on original date of bid submission. At least 10 of these professionals must have been certified in either one of the above said domain and experience (of minimum 3 years) in maintenance of cloud solution/ DR Management / virtual server administration / system administration, Virtualization, Networking etc.)</p>	<p>Submitted in line with QR</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
1.1.7	<p>Managed Services:</p> <p>Technical support office should be within India and services shall be provided by bidder only.</p> <p>Note: Outsourcing of support services shall not be allowed.</p>	<p>Submitted in line with QR</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

1.1.8	DC and DR shall be from same CSP.	(...fill details in line with QR)
1.1.9	DC and DR land should be owned by the CSP or on lease agreement. Bidder shall ensure that lease/ownership remain valid upto contract period.	(...fill details in line with QR)
1.1.10	The distance between DC and DR is must be minimum 100 kilometers Self-Certificate (as per Attachment 'C') from bidder with complete address of DC & DR.	Submitted in line with QR Yes <input type="checkbox"/> No <input type="checkbox"/>

Note: Use separate sheets for each Contract to fill in details as per sl. no.1.1.1 above

Sl. No.	Details	Declaration by the Bidder (Declare/Tick (√) whichever is applicable)
1.2.1	Bidder to provide bid specific CSP Authorization Certificate from the MeitY empanelled CSP quoting this tender reference number along with the bid	(...fill details in line with QR)
1.2.2	MSP should have expert/premium/platinum/topmost partnership with the proposed CSP and previous continuous association with the CSP for at least 3 Years from the originally scheduled date of bid opening (i.e., date of bid opening as per NIT).	(...fill details in line with QR)
1.2.3	MSP should be ISO 9001 and ISO 27001 Certified. Certification under process will not be considered, as on originally scheduled date of bid opening.	(...fill details in line with QR)
1.3.1	Average Annual Turnover (ATO) during the last 3 Financial Years (i) Financial Year 1 (ii) Financial Year 2 (iii) Financial Year 3	INR..... INR..... INR.....

1.3.2	<p>Bidder shall have liquid assets (L.A) or/ and evidence of access to or availability of credit facilities of not less than Rs 1,15,75,000/-</p> <p>(Balance Sheet of immediate last financial year would be considered for this calculation.)</p> <p>Note: The LA for the bidder shall be calculated from the Audited Financial Statement as per the following:</p> <p>L.A= [Current Assets- Inventory]</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
1.3.3	<p>The net worth of the bidder in immediate last financial year should not be less than 100% of paid-up share capital or capital.</p> <p><i>Additionally, in case of Partnership/ Proprietorship, Networth may be considered negative in case closing capital of immediately preceding year is less than average closing capital of previous 3 financial years including immediate preceding year.</i></p> <p>Note:</p> <p>It may be noted that existence of Bidder for 1 FY will suffice the purpose. Accordingly, for calculation of Net worth the audited financial figures as available shall be considered. (e.g., for considering net-worth calculations, if bidder is in existence for 2 Years' and Audited Financial Statements for both years are available then average of 2 years shall be considered. Similarly, if only one-year's Audited Financial Statements is available, the same will be considered for net-worth calculations). Same Philosophy shall be applicable for partnership firms also.</p>	<p>INR.....</p>

I hereby declare that data/details as filled-in hereinabove are true and correct, in case of any misrepresentation by us suitable action may be taken by EESL as per the provision of RfP Documents and EESL's Policy and Guidelines.

Signature:

Name:

Designation:

For and on behalf of M/s.....

**CERTIFICATE REGARDING NON- DEBARMENT FOR FALSE DECLARATION OF LOCAL
CONTENT**

[On the Letter Head]

To,
General Manager (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
4th Floor, CORE –5, Scope Complex, Lodhi Road, New Delhi 110003

Sub: Certificate regarding non debarment for false declaration of Local Content

Ref: NIT/Bid Document No:

Dear Sir/Madam,

We certify that we are not under debar list/undergoing debarment period on account of breach of the code of integrity under rule 175(1)(i)(h) of General Financial Rules for giving false declaration of local content.

Thanking You,

Yours faithfully,

Signature

.....
Printed Name.....

Seal.....

Date:

Place:

**CERTIFICATE REGARDING NON DEBARMENT / BLACKLISTING/DISQUALIFICATION
[On the Letter Head]**

To,
General Manager (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
4th Floor, CORE –5, Scope Complex, Lodhi Road, New Delhi 110003

Sub: Certificate regarding non debarment / blacklisting/disqualification

Ref: NIT/Bid Document No:

Dear Sir/Madam,

We certify that we have not been black-listed/debarred/dis-qualified by any regulatory/statutory body/ Central/State/UT Government or any Public sector entities for tendered services. We further certify that we have read the contents of the Fraud Prevention Policy of EESL (available on website of EESL i.e. www.eeslindia.org) and undertake that we along with our associate / collaborator /sub-contractors / sub-vendors / bidders/ service providers shall strictly abide by the provisions of the Fraud Prevention Policy of EESL.

Thanking You,

Yours faithfully,

Signature

.....
Printed Name.....

Seal.....

Date:

Place:

(On Non – Judicial Stamp Paper of appropriate value and purchased in the name of executing Bank)

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE

Ref.:

Bank Guarantee No.....

Date.....

To,

Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-5, 4th Floor Scope Complex,
Lodhi Road, New Delhi - 110003

Dear Sirs,

In consideration of the EESL, (hereinafter referred to as the 'Owner,' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....with its Registered / Head Office at(hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns), a Contract by issue of Owner's Letter of Award No.....datedand the same having been unequivocally accepted by the Contractor and the contractor (Scope of Contract) having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to * % (percent) of the said value of the Contract to the Owner.

We(Name & address) having its Head Office at(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any all money payable by the Contractor to the extent ofas aforesaid at any time up to(days/months/year) without any demur, reservation, contest, recourse or protest and / or without any reference to the Contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any court, tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

The owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extent the time for performance of the Contract by the Contractor. The owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the owner and Contractor or any other course of or remedy or security available to the owner. The Bank shall not be released of its obligations under these presents by any exercise by the owner of its liberty with reference to the matters aforesaid on any of other indulgence shown by the owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agree that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee that the owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to.....and it shall remain in force up to and including**.....and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.....on whose behalf this guarantee has been given.

Witness

Dated thisday of.....at.....

Witness

.....
Signature

.....
Name

Signature

.....
Bank's Rubber Stamp

.....
Official Address

.....

Name

Designation with Bank Stamp

Attorney as per power of Attorney
No.....dated.....

Note: ** Validity of Bank Guarantee should be 90 days in excess of the period for which it is required.

BANK GUARANTEE CHECK LIST

1	Bank Guarantee No.	
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2	Issuing Bank	
4	Nature of BG & No. of Pages	
5	Validity of BG	
6	Package Description	
7	Party & Contracts ref.	Name, Address, Tel, Fax, E—mail
8	Bank Reference	

CHECK LIST

S.No.	Details of Checks	YES / NO
a)	Is the BG on non-judicial Stamp Paper of appropriate value, as per Stamp Act ?	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG)	
c)	In case the BG has been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon?	
d)	Has the executing Officer of BG indicated the name, designation and Power of Attorney No./ Signing Power no. etc., on the BG?	
e)	Is each page of BG duly signed / initiated by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
f)	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
g)	In case of any changes in contents of text, whether changes are of minor / clerical nature (which in no way limits the right of EESL in any manner)?	
h)	In case of deviations in text of BG, which materially affect the right of EESL, whether the changes have been agreed based on the opinion by Legal Department or BG I considered acceptable on the basis of opinion of law Department already available on the similar issue.	
i)	Are the factual details such as Bid Document No.NOA/LOA / Contact No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?	
j)	Whether overwriting / cutting if any on the BG have been properly authenticated under signature and seal of executant?	
k)	Whether the BG has been issued by a Bank in line with the provisions of Bid /Contract documents?	
l)	In case BG has been issued by a Bank other than those specified of Bid / Contract Documents, is the BG confirmed by a Bank in India	

	acceptable as per Bid / Contract documents?	
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LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF BANK GUARANTEES FOR ADVANCE PAYMENTS, PERFORMANCE SECURITIES AND SECURITIES FOR DEED OF JOINT UNDERTAKING

SCHEDULED COMMERCIAL BANKS

• **SBI and Associates**

Sl.No.	Name of Banks	Sl. No.	Name of Banks
1.	State Bank of India	5.	State Bank of Mysore
2.	State Bank of Bikaner and Jaipur	6.	State Bank of Patiala
3.	State Bank of Hyderabad	7.	State Bank of Saurashtra
4.	State Bank of Indore	8.	State Bank of Travancore

• **Nationalized Banks**

Sl.No.	Name of Banks	Sl. No.	Name of Banks
9.	Allahabad Bank	18.	Indian Overseas Bank
10.	Bank of India	19.	Oriental Bank of Commerce
11.	Bank of Maharashtra	20.	Punjab National Bank
12.	Canara Bank	21.	Punjab & Sind Bank
13.	Central Bank of India	22.	Syndicate Bank
14.	Corporation Bank	23.	Union Bank of India
15.	Dena Bank	24.	United Bank of India
16.	Indian Bank	25.	UCO Bank
17.	Vijaya Bank	26.	Bank of Baroda

C. Foreign Banks

S.No.	Name of Banks	Sl. No.	Name of Banks
27.	Bank of America NA	34.	Standard Chartered Bank
28.	The Bank of Tokyo-Mitsubishi UFJ Limited.	35.	Societe Generale
29.	BNP Paribas	36.	Barclays Bank
30.	Calyon Bank	37.	ABN Amro Bank N. V.
31.	Citi Bank N.A.	38.	Bank of Nova Scotia
32.	Deutsche Bank A. G.	39.	Development Bank of Singapore
33.	The Hong Kong and Shanghai Banking Corporation Ltd.		

D. SCHEDULED PRIVATE BANKS

Sl. No.	Name of Banks	Sl. No.	Name of Banks
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40.	ING Vysya Bank Ltd.	43.	UTI Bank Ltd.
41.	ICICI Bank Ltd.	44.	YES Bank
42.	HDFC Bank Ltd.	45.	IDFC Bank.
46	South Indian Bank		

E. Other Public Sector Banks

Sl. No.	Name of Banks	Sl. No.	Name of Banks
45.	IDBI Ltd.		

Note: Any Addition/Deletion/Modification/ in Bank list shall be as per changes in second schedule List of above categories of Bank by RBI from time to time.

FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT/FACILITIES**BANK CERTIFICATE**

This is to certify that M/s. _____ (*insert Name & Address of the Contractor/Suppliers*) _____ who have submitted their bid to(*insert name of the Employer*)..... against their tender specification Vide ref. No. for (*insert name of the package alongwith the project name*) is our customer for the past years.

Their financial transaction with our Bank have been satisfactory. They enjoy the following fund based and non fund based limits including for guarantees, L/C and other credit facilities with us against which the extent of utilization as on date is also indicated below:

Sl. No.	Type of Facility	Sanctioned Limit as on Date	Utilisation as on Date

This letter is issued at the request of M/s. _____.

Signature _____

Name of Bank _____

Name of Authorised
Signatory _____

Designation _____

Phone No. _____

Address _____

SEAL OF THE BANK

Proforma for Confidentiality Undertaking

CONFIDENTIALITY UNDERTAKING

[Format for Confidentiality Undertaking to be submitted by successful Agency on its letterhead immediately after issuance of Notification of Award and before signing of Contract Agreement (if applicable)/release of payment]

Date.....

M/s. Energy Efficiency Services Limited (EESL/ Owner/ Employer) (A JV of PSUs under the Ministry of Power) with its registered office at NFL Building, 5th & 6th Floor, Core – III, SCOPE Complex, Lodhi Road, New Delhi – 110003 (the company), is willing to make available certain non-public information to M/s.

.....with its office at (the ‘Agency’) subject to the terms of this confidentiality undertaking (the undertaking) for providing consultancy services under Tender for Procurement of Private Cloud Service (Data Centre & Disaster Recovery Centre) for hosting SAP and Non-SAP applications.

Any such information received by M/s..... in this manner is referred to in this Undertaking as the ‘information’.

The information will be deemed to be confidential. Unless otherwise agreed to by the company in writing, M/s.....will hold the information confidential and will not divulge or disclose the information, or make the information available to any person or entity, other than employees, working on behalf of M/s..... M/s.will make appropriate arrangements to ensure that any such individuals will be covered by the provisions of this undertaking. M/s.will not use the information for any purpose other than for providing consultancy services to EESL.

The confidential obligations pursuant to this CONFIDENTIALITY UNDERTAKING shall survive for a period of 05 (Five) years from the date of expiration or termination, as the case may be, of this Agreement.

This undertaking will not apply to any information or material:

- a) which is in the public domain without any breach of this undertaking;
- b) which is already in M/s.possession as at the date of this undertaking

This undertaking shall be governed by and construed in accordance with the laws of India.

Signature for an on behalf of

M/s.....

Authorized Signatory

----- *End of ATC* ---

Tender Conditions applicable for MSE and Start-ups

In case MSE bidders are exempted from submission of Bidding Document fee & Bid Security as per relevant clauses of RFP Documents, then bidder has to submit copy of valid 'Udyam Registration Certificate' in Envelop-1 for the purpose of Evaluation. **Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of fee towards the cost of Bidding Documents and Bid Security/EMD as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. Such registration should be prior to deadline for submission of Bids.**

1. For claiming the above exemption for Start-ups, a valid certificate of Start-up recognized by 'Department of Industrial Policy & Promotion (DIPP)' along with Business eligibility certificate or any other document issued by Govt/Recognized institute is required in support of product/ service item being tendered.
2. **Purchase Preference to MSEs:** Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item. Out of the 25% target of annual procurement from micro and small enterprises 4% & 3% shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste (SC) & Scheduled Tribe (ST) entrepreneurs & Women entrepreneurs respectively. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price 4% & 3% sub targets so earmarked shall be met from other MSEs.

Type of tender	Price quoted by MSE	How the tender shall be finalized
Can be split	L1	Full Order on MSE subject to tender evaluation condition
Can be split	Not L1 but within L1+15%	25% order on MSE subject to matching L1 price
Cannot be split	L1	Full Order on MSE
Cannot be split	Not L1 but within L1+15%	Full Order on MSE subject to matching L1 price

- 2.1 **Where the tendered quantity can be split:** In a bid, if prices quoted by participating Micro and Small Enterprises (MSEs) fall within the price band of L1+15%, such MSE shall also be allowed to supply 25% of the total tendered quantity by bringing down their prices to L1 prices. In case of more than one such MSE (L1+15%) the

supply shall be shared proportionately (to tendered quantity), subject to the condition that such MSEs match the L1 price. Further, 4% out of above 25% shall be from MSEs owned by SC/ST entrepreneurs & 3% out of above shall be from MSEs owned by women entrepreneurs. This quota is to be transferred to the general category MSEs in case of NON-availability of MSEs owned by SC/ ST entrepreneurs & Women entrepreneurs respectively.

2.2 Where the tendered quantity cannot be split/divide: In case of tender item is non-split able or non-dividable, etc.: MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE, considering spirit of Public Procurement Policy, 2012 for enhancing the Govt. Procurement from MSE.

2.3 MSE owned by SC/ST is defined as:

- a. In case of proprietary MSE, proprietor(s) shall be SC /ST
- b. In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
- c. In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

2.4 MSE owned by Women is defined as:

- a. In case of proprietary MSE, proprietor(s) shall be Women
- b. In case of partnership MSE, The Women partners shall be holding at least 51% shares in the enterprise.
- c. In case of Private Limited Companies, at least 51% share shall be held by Women promoters.

If bidder does not provide appropriate document or any evidence to substantiate the above, then it will be presumed that he does not qualify for any preference admissible under the Public Procurement Policy, 2012.

3. For relaxing the PQ/QR conditions regarding prior turnover and prior experience for MSEs and start-ups, the prior turnover and prior experience will be as under subject to their meeting of quality and technical specifications: -

Category of tender	Past experience	Average Turn Over	Award Philosophy
Can be split as per tender conditions	25% of total experience as required for general bidders	25% of total ATO as required for general bidders	(a) If MSE is L1, order will be given as per split criteria in order of ranking as defined in the tender document which could be greater than 25%. The treatment for award will

Attachment-I

			<p>be same for MSE as general bidder.</p> <p>(b) If MSE is other than L1 bidder, then the split criteria as per tender condition will be followed subject to price matching with L1 bidder in order of ranking treating the MSE bidder(s) at par with the general bidder. In such event also, order(s) going to MSE bidder(s) could be greater than 25%. If order(s) going to MSE bidder(s) is/are less than 25% after the matching of rates with L1 bidder by adopting the tender split criteria, then the clause of purchase preference for award to MSE bidder(s) up to 25% of the tendered quantity subject to matching L1 rates will be followed to make the total quantity going to MSE bidder(s) @ 25%; provided the rates are within L1+15% range. In such cases, remaining quantity after award of 25% to MSE bidder(s) shall be distributed amongst other eligible bidders in the pre-declared split ratio. If order(s) going to MSE bidder(s) is less than 25% and also MSE bidder(s) not meeting the condition of purchase preference clause i.e. quoted rates not within L1+15% range, then the order(s) quantity going to MSE bidder(s) in such cases shall be less than 25% which</p>
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Attachment-I

			<p>will be in line with the tender conditions.</p> <p>(c) If MSE is in the range of L1+15% and not getting the order after splitting and award is going to all non MSE bidder(s), then in such event 25% will be awarded to MSE bidder(s) who fall in the range of L1+15% subject to price matching and remaining 75% will be awarded as per the tender conditions to general bidders subject to matching L1 rates.</p> <p>(d) If after splitting MSE bidder(s) are getting order for more than or equal to 25%, then other MSE bidder(s) will not be awarded any work under purchase preference clause even if they fall in the range of L1+15%. However, they will be considered for award of work as any other general bidder as per tender conditions subject to matching of rates in order of ranking.</p> <p>(e) If MSE bidder is a single resultant vendor, then the quantity that would be considered for award to such bidder will be as defined in the pre-declared split ratio to L-1 bidder in the tender condition; provided the quoted rates of the bidder are found reasonable by EESL. However, EESL reserves the</p>
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Attachment-I

			<p>right to award 100% quantity to such MSE bidder provided the MSE bidder has got ATO which is corresponding to the cumulative applicability for 100% order value. In case, where ATO of the MSE bidder is less than what is required for 100% cumulative order value, then work may be awarded to such MSE bidder in proportion to the ATO. For exp: If ATO of MSE bidder is 56% of the cumulative ATO requirement of 100% order value, then maximum 56% work may be awarded to the MSE bidder. However, in such case EESL reserves the right to award appropriate quantity based on the existing requirement and such decision will be taken by EESL which will be binding on the bidder. EESL may take consent from the bidder for award of such quantity (which is over and above the quantity to be allotted to L-1 bidder as per pre-declared split ratio) before award.</p>
Cannot be split as per tender conditions	25% of total experience as required for general bidders	85% of total ATO as required for general bidders	<p>(a) If MSE is L1, 100% order will be given to MSE.</p> <p>(b) If MSE is within the range of L1 + 15%, 100% order will be given to MSE subject to price matching with L1 bidder.</p> <p>(c) If MSE is not L1 and not in range of L1 + 15%, no work will be given to MSE.</p>

4. Start-ups are also covered under 25% purchase preference from procurement basket of MSEs as defined in point (3) above, provided that participating Start-ups submit all the relevant documents pertaining to MSEs as defined in point (1) above and documents for start-ups as defined in point (2) above.

whereas, startup means an entity, incorporated or registered in India:

- i Not prior to seven years, however for Biotechnology Startups not prior to ten years,
- ii With annual turnover not exceeding INR 25 crore in any preceding financial year, and
- iii Working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation
- iv Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence. Provided also that an entity shall cease to be a Startup if its turnover for the previous financial years has exceeded INR 25 crore or it has completed 7 years and for biotechnology startups 10 years from the date of incorporation/ registration.

Note: For Start-up firms, Gazette Notifications dated: 17-Feb-2016, G.S.R. 180 (E), and subsequently issued notifications will be considered.

NOTES: -

- a) In case where tender quantity can be split and MSE bidder is already getting order more than 25% of the tender value, no additional purchase preference is required to be given in that tender.
- b) In case MSE bidder is already getting order for less than 25% of the tender quantity, purchase preference to this and other MSE vendor (together) shall be given only up to the differential quantity to make total as 25% to MSE vendor subject to L1+15% and price matching.
- c) Public Procurement policy is meant for procurement of goods produced and services rendered by Micro and Small Enterprises. The preference to MSEs is not applicable for works contracts where supply of goods not produced by MSEs is also involved.
- d) The eligibility of MSE bidders for any other benefits/relaxations for MSE bidders indicated in Tender documents shall be as indicated in the above "Tender conditions for Benefits/Preference for Micro & Small Enterprises (MSEs)."
- e) If bidder submits Bid Document Fee and also MSE certificate along with the offer, then the bidder will be treated as general bidder and no relaxation will be given to such bidders pertaining to MSE's.

Attachment-I

- f) The registration certificate must be valid as on bid closing date of the tender. Bidder shall ensure validity of certificate in case bid closing date is extended. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate till the end date of bid submission, are not eligible for any exemption/preference and will not be considered. Such offers will be treated as offers received without EMD and out rightly rejected.
- g) Traders, resellers, distributors and agents will not be considered for availing benefits under PP Policy 2012 for MSEs.

Annexure-1

1. TITLE:

Procurement of Private Cloud Service (Data Centre & Disaster Recovery Centre) for hosting SAP and Non-SAP applications for 5 years.

2. Delivery Period:

Sl. No.	Activity	Completion period
1.	Migrate and provide all applications up and running for the business operation as running on the existing cloud to declare as delivery of cloud without any disruption (including DC and DR). Bidder also has to provide activities-wise detailed migration plan.	Within 12 (twelve) Weeks from the date of Notification of Award.
2.	Support, Maintenance, Management, Monitoring of services as per scope of work for 5 years	5 (Five) Years from the date of Notification of Award.

3. Bill of Quantity: BoQ is tabulated below.

Table A : (SAP-DC)					
Server	Existing OS	CPU (Core)	RAM (GB)	Storage (GB)	Qty
Server1	RHEL	32	512	1500	3
Server2	RHEL	8	32	500	2
Server3	RHEL	32	756	1500	1
Server4	RHEL	8	32	300	11
Server5	RHEL	32	756	2600	3
Server6	RHEL	8	32	400	6
Server7	RHEL	32	256	1200	1
Server8	RHEL	32	256	1500	1
Server9	RHEL	4	16	300	12
Server10	MS Windows server 2016/2022	4	16	300	2
Server11	MS Windows server 2016/2022	4	16	200	3
Server12	RHEL	8	32	600	3
Server13	RHEL	16	64	500	2
Server14	MS Windows server 2016/2022	4	16	500	1

Server15	MS Windows server 2016/2022	8	32	1500	1
Server16	RHEL	2	8	200	2
Server17	RHEL	4	8	200	2
Server18	RHEL	4	16	500	1
Server19	MS Windows server 2016/2022	8	32	500	1
Storage1	Additional Storage for Servers	-	-	1000	12
Storage2	Additional Storage for Backup	-	-	1000	80

Table B : (SAP-DR)					
Server	Existing OS	CPU (Core)	RAM (GB)	Storage (GB)	Qty
Server 1	RHEL	32	756	2600	1
Server 2	RHEL	8	32	300	5
Server 3	RHEL	8	32	400	3
Server 4	RHEL	32	512	1500	1
Server 5	RHEL	4	16	300	1
Server 6	MS Windows server 2016/2022	8	32	200	1
Server 7	MS Windows server 2016/2022	8	32	300	1
Server 8	RHEL	16	64	500	2
Server 9	RHEL	4	16	1500	1
Server 10	RHEL	2	8	200	2

Note : - For Table A : (SAP-DC) and Table B : (SAP-DR), Bidder has to provide 'SAP-certified Operating system / Strongly recommended operating system by SAP' for the respective SAP application and that operating systems must have back-to-back OEM warranty and support for the overall contract period.

Table C : (NON-SAP DC)					
Server	Existing OS	CPU (Core)	RAM (GB)	Storage (GB)	Qty
Server1	MS Windows server 2016/2022	2	8	512	1

Server2	MS Windows server 2016/2022	4	32	300	1
Server3	MS Windows server 2016/2022	4	8	512	1
Server4	MS Windows server 2016/2022	4	64	650	1
Server5	MS Windows server 2016/2022	4	16	1300	1
Server6	MS Windows server 2016/2022	6	14	650	1
Server7	MS Windows server 2016/2022	4	32	1300	2
Server8	MS Windows server 2016/2022	8	16	512	1
Server9	CentOS	2	6	350	1
Server10	CentOS	4	16	6500	1
Server11	MS Windows server 2016/2022	2	6	450	1
Server12	Linux	2	8	250	1
Server13	MS Windows server 2016/2022	4	16	300	1
Server14	Linux	4	16	300	1
Server15	RHEL	12	48	1200	6
Server16	RHEL	8	32	2400	2
Server17	RHEL	4	16	2400	1
Server18	MS Windows server 2016/2022	4	16	300	4
Server19	Linux	4	16	300	2
Server20	MS Windows server 2016/2022	4	8	200	3
Server21	MS Windows server 2016/2022	4	16	200	1
Server22	MS Windows server 2016/2022	8	16	200	1

Note :-

1. For server 1 to 8, 11, 13, 18, 20, 21 and 22, Bidder has to provide MS Windows Server latest (or N-1) operating systems must have back-to-back OEM warranty and support for the overall contract period.
2. For server 9 and 10, Bidder has to provide latest version of CentOS (or N-1) operating systems must have back-to-back OEM warranty and support for the overall contract period.
3. For server 12, 14 and 19, Bidder has to provide latest (or N-1) operating systems (any compatible linux) must have back-to-back OEM warranty and support for the overall contract period.
4. For Servers 15 to 17, Bidder has to provide either of RHEL 8.x / Oracle Linux 8.x / Alma Linux 8.x operating system and that operating systems must have back-to-back OEM warranty and support for the overall contract period.

Table D : (NON-SAP DR)					
Server	Existing OS	CPU (Core)	RAM (GB)	Storage (GB)	Qty
Server 1	MS Windows server 2016/2022	2	4	256	1
Server 2	MS Windows server 2016/2022	2	16	300	1
Server 3	MS Windows server 2016/2022	2	4	256	1

Server 4	MS Windows server 2016/2022	2	32	650	1
Server 5	MS Windows server 2016/2022	2	8	650	1
Server 6	MS Windows server 2016/2022	3	8	300	1
Server 7	MS Windows server 2016/2022	2	16	650	1
Server 8	MS Windows server 2016/2022	2	16	500	1
Server 9	MS Windows server 2016/2022	4	4	256	1
Server10	MS Windows server 2016/2022	2	8	300	4
Server11	MS Windows server 2016/2022	4	8	300	2
Server12	RHEL	8	32	1200	3
Server13	RHEL	8	24	2400	1
Server14	RHEL	4	8	2400	1

Note :-

1. For server 1 to 11, Bidder has to provide MS Windows Server latest (or N-1) operating systems and that operating systems must have back-to-back OEM warranty and support for the overall contract period.
2. For Servers 12 to 14, Bidder has to provide either of RHEL 8.x / Oracle Linux 8.x / Alma Linux 8.x operating system and that operating systems must have back-to-back OEM warranty and support for the overall contract period.

Table E : (Associated Services)		
Sl. No.	Services	Qty
1	SLA based monthly availability	99.95%
2	Public IPs (DC -25 & DR -25)	50
3	Data in Unlimited internet bandwidth utilisation by applications hosted VMs.	unlimited
4	Data out Unlimited internet bandwidth utilisation by applications hosted VMs.	unlimited
5	P2P link for DC/DR replication.	80 mbps
6	Internal (Dedicated) & external (Dedicated/Shared) firewalls at DC/DR.	Both firewalls shall be redundant (high availability) at DC
7	Web Application Firewall (WAF) at DC/DR	Redundant (high availability) at DC and single at DR

8	Advanced monitoring and SLA based premium managed services.	24X7
9	Backup and archival services.	as per EESL policy
10	VPN IDs for secure connections.	1000
11	Professional Antivirus	for VMs
12	DR Drills tool and reporting.	bi annually
13	Onsite support (1 resource)	9X6
14	Offsite Support	24X7
15	SOC services	for complete landscape
16	Migration Support (refer para 5 for detailed scope)	(a) From existing DC & DR to bidder's DC & DR
		(b) To DC/DR of new vendor after contract completion /termination
17	Rack space and power supply at DC and DR	For hosting MPLS infra
18	Active directory configuration, migration and management	DC, DR, EESL office

4. SCOPE OF WORK:

A. General and Technical Scope: -

The selected bidder shall provide required infrastructure, monitoring and end-to-end support for the complete environment.

B. Managed Support Services: -

Selected bidder shall provide support services, which includes, but not limited to the following.

- (i) Initial setup may not include all the required components. Components may be added as and when required by EESL on the basis of the requirements.
- (ii) Setting up network zones, servers, backup landscape etc. as per EESL requirement.
- (iii) Provisioning and de-provisioning of Virtual Machines.
- (iv) Performance monitoring and tuning of the OS and virtual machines on a regular basis including, preventative maintenance, updates, upgrades of OS, antivirus etc.

- (v) The bidder shall arrange for necessary support arrangement from OEMs (hardware, OS, Virtualization, Backup & replication, Software etc.) to meet the SLA laid during the entire contract period.
- (vi) The bidder will ensure that systems are available at all times to the application team. It includes the management and monitoring of Servers, Storage, Network & security, tape library and all software solutions like OS, virtualization solution, Clustering solution, Backup solution etc.
- (vii) The bidder shall be responsible for all updates and upgrades. However, a concurrence must be taken from the application team /EESL before applying any updates or upgrades.
- (viii) Bidder shall report important health parameters like disk space, memory, security events etc.
- (ix) Each environments, (Development / Test, Quality / Staging, and Training) 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 (e.g., development environment logically isolated from the other pre-production and production environments; Test & QA environment logically isolated from the other preproduction and production environments; Staging, and Training environment logically isolated from the other pre-production and production environments)
- (x) Bidder has to prepare High and Low level deployment plan. Detailed configuration documentation / post implementation documentation to be delivered to purchaser after implementation.
- (xi) DR/DC bandwidth (P2P link 80 mbps) has to be provided, commissioned and managed by bidder.
- (xii) DR synchronization shall be facilitated and DRM tool shall be provided by bidder for smooth fail over/fall back between DC & DR. DC/DR drill will be done on half yearly basis.
- (xiii) Bidder shall provide a single dashboard to track DC/DR Readiness status of all the applications under DR.
- (xiv) RPO and RTO requirements RPO should be less than or equal to 2 Hours and RTO shall be less than or equal to 4 hours.

C. Server & Storage Setup

Under mentioned server & storage related services/activities which includes, but not limited to the following.

- (i) Virtual Machines offered should be with the latest generation processor (not older than year 2020) offered by the processor OEM. SSD based Server storage shall be provisioned for servers.

- (ii) Physical core to vCPU ratio should not be more than 1:2 for all proposed Virtual Machines
- (iii) Memory allocation should not be more than 1:1 for all proposed Virtual Machines
- (iv) Cloud service architecture should be in such a way that avoids VM outages or downtime when the provider is performing any kind of hardware or service maintenance at the host level
- (v) The bidder should fine-tune the operating system including operating system hardening, virtualization solution hardening and other S/W and H/W components for optimum performance and smooth installation of application components.
- (vi) Bidder has to carry out the configuration in various Systems in such a manner so as to automatically maintain at least 3 months' logs to carry out the analysis of failure.
- (vii) Installation of storage system with necessary configuration based on the finalized design.
- (viii) Creation, deletion, commission and decommission of LUN and mount points and allocation of resources based on the requirement
- (ix) Carry out changes in mount point, storage allocations, mounts point during installation and support period.
- (x) Patch update & version upgrade of software & firmware
- (xi) The bidder shall assist/ work in coordination with application implementation & support partner of EESL.
- (xii) During the project, implementation addition deletion of instances/ reallocation of resources on the virtual machines and file system configuration may be required and shall be carried out by bidder at no extra cost to EESL as per the requirement.
- (xiii) Provide licenses for OS and antivirus without any additional cost. Bidder should use only licensed software.

D. Backup Solution

Bidder shall configure, re-configure, schedule, monitor and manage backups of all the data including but not limited to VMs, files, folders, images, system state, databases and enterprise applications as per the policy defined by the purchaser throughout the project period. Bidder shall provide the required backup tools/software. Following related services shall be carried out by the bidder:

- (i) Finalize Backup Plan and configure system based on the plan. The bidder is expected to provide Storage and Backup management services on 24 x7x365 basis.
- (ii) Install backup software, configure and manage backups.
- (iii) Backup to be taken through backup server in such a manner that during backup, performance of the system/application is not degraded. Any software/utilities/ licenses required to achieve the same, shall be provided by the bidder without any additional cost. Supplied storage shall have all capabilities like Volume Snapshot capability etc. from day one to achieve the above.

- (iv) Monitoring and enhancing the performance of scheduled backups, schedule regular testing of backups. Take corrective action, in case of any failure.
- (v) Prompt execution of on-demand backups of volumes and files whenever required or in case of upgrades and configuration changes to the system.
- (vi) Real-time monitoring, log maintenance and reporting of backup status on a regular basis.
- (vii) Media management tasks, including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting.
- (viii) Periodic take up mock restoration activity to ensure that backup is effective.
- (ix) Backup of operating system, VM, database and application should perform as per stipulated policies of the purchaser BCP policy to be designed and periodically updated in consultation with EESL.
- (x) Request storage area size/ size extensions for the backup storage area. Select and execute backup according to application/ customer needs and store backup data into the designated backup storage area. Ensure housekeeping of the backup storage area.
- (xi) Scale up/down storage capacity

E. Security Infrastructure & Security Administration Services

- (i) The Bidder shall be responsible for ensuring security of cloud services and infrastructure from any threats and vulnerabilities. The Bidder shall address ongoing needs of security management including, but not limited to, monitoring of various devices / tools such as firewall, intrusion prevention/ detection, content filtering and blocking, virus protection, event logging & correlation and vulnerability protection through implementation of proper patches and rules.
- (ii) There shall be two layers of Firewall I.e. External & Internal Firewall. External firewall shall protect EESL internal network from external world and internal firewall shall protect EESL systems setup in MZ from internal as well as external threats. In addition to above said firewalls, WAF shall also be provided, implemented and managed. All these firewall shall be redundant to ensure maximum availability.
- (iii) The bidder shall provide security management services/SOC services on 24x7x365 basis for management and reporting of security environment. The related services, including but not limited to, the following activities shall be carried out by the bidder:
- (iv) The bidder shall monitor, prevent, detect, investigate and respond to cyber threats round the clock and mitigate the identified issues promptly.
- (v) Deployment of configuration based on agreed security policy.
- (vi) Maintain an updated knowledge base of all the published security vulnerabilities and virus threats.
- (vii) Ensure that patches / workarounds for identified vulnerabilities should be patched /blocked immediately.

- (viii) Responding to security breaches or other security incidents and coordinate with respective OEM in case of a new threat is observed to ensure that workaround / patch is made available for the same.
- (ix) Restrict network protocols and traffic, detecting intrusions or unauthorized access to networks.
- (x) Patch update and version upgrade as and when released by the Firewall OEM.
- (xi) Throughput testing of the firewall if required.
- (xii) Installation of IPS with necessary configuration.
- (xiii) Configuration of IPS Management System and Reporting Services.
- (xiv) Performance tuning, checking of system usage load and parameters for performance tuning.
- (xv) Maintaining audit logs/system logs, preventive scheduled maintenance of the appliances from their respective Management consoles.
- (xvi) VPN connection for 1000 users is required.
- (xvii) Administration of vpn users (e. g. user creation, change, deletion, maintenance of user profiles, roles, authorizations, master data and passwords)
- (xviii) Complete implementation should be IPv6 compliant as per government guideline. Landscape must capable to run in mixed mode (IPv4 and IPv6 simultaneously), if required
- (xix) Firewalls throughput is appended below.
 - Firewall throughput - 11 Gbps,
 - Throughput With Full security implementation - 1.3 Gbps
 - Throughput With Next Gen Threat Protection - 3 Gbps
 - Throughput With IPS - 3 Gbps
- (xx) Throughput of WAF should be at least 2 Gbps

F. Adherence to the Empanelment Terms & Conditions

The bidder shall ensure that the terms and conditions specified in the MeitY's CSP Empanelment RFP at all times during the entire tenure of the project.

G. Information Security

One of the most critical issues that need to be addressed in the Cloud environment is the security of the data and application. The level of sensitivity of data requires different controls to be put in place by bidder to prevent any compromise.

H. Compliances and Certifications

- (i) As part of the empanelment process, MeitY has mandated CSPs to have following certifications.

- a. ISO 27001 – Information security management systems requirements (Data Centre and the Cloud Services should be certified for the ISO 27001 standard)
- b. ISO 20000:1 - Service management system requirements (NOC and SOC offered for the Data centre and the managed services quality should be certified for ISO 20000:1)
- c. ISO 27017 - Code of practice for information security controls based on ISO/IEC 27002 for Cloud Services
- d. ISO 27018 - Code of practice for protection of Personally Identifiable Information (PII) in Public Clouds acting as PII processors
- e. TIA-942-B / UPTIME (Tier III or higher) – Data centre standard covering site space and layout, cabling infrastructure, tiered reliability and environmental considerations.

The bidder shall ensure the sustenance of the above certificates and compliances during the entire duration of the project.

(ii) The bidder shall provide Payment Card Industry Data Security Standard (PCI DSS) compliant technology infrastructure for storing, processing, and transmitting payment related information in the Cloud. This standard is required if the transactions involve credit card payments.

(iii) The bidder shall ensure that they meet security requirements applicable to it either published (or to be published) by MeitY or the Purchaser or any standards body setup / recognized by Government of India from time to time and notified to the Bidder / MeitY empaneled CSP as a mandatory guideline / standard.

(iv) The bidder shall meet all the security requirements indicated in the IT Act 2000 and rules & regulations as amended from time to time. The bidder shall meet all terms and conditions of the Empanelment of Cloud Service Offerings of Cloud Managed Service Providers and shall continuously comply with the audit criteria defined by STQC.

I. Privacy and Security Safeguards

- (i) The bidder shall implement necessary DDOS and ransomware protection for entire landscape at DC and DR.
- (ii) The bidder shall implement reasonable and appropriate measures to secure the Purchaser's data and content against accidental or unlawful loss, access or disclosure.
- (iii) If the data is classified as sensitive / confidential / restricted, the bidder shall ensure that the data is encrypted as part of a standard security process for sensitive / confidential / restricted content or choose the right cryptographic algorithms evaluating security, performance, and compliance requirements specific to the Purchaser's application and may choose from multiple key management options approved by the Purchaser.

- (iv) The bidder shall notify the purchaser promptly in the event of security incidents or intrusions, or requests from foreign governments / their agencies for access to the data, to enable the purchaser to manage these events proactively.
- (v) The bidder shall not delete any data at the end of the Agreement/Contract (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of the Purchaser. After the approval to delete the data is accorded by the purchaser, the bidder shall ensure that all the storage blocks or multiple copies of data, if any, are unallocated or zeroed out so that it cannot be recovered. If due to some regulatory reasons, it is required to securely decommission data, the purchaser can implement data encryption at rest using Purchaser's managed keys, which are not stored in the Cloud. Then Purchaser may delete the key used to protect the decommissioned data, making it irrecoverable.
- (vi) The bidder shall report to the Purchaser, in writing, of information security breaches 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.
- (vii) The bidder shall undertake to treat information passed on to it under this Agreement/Contract as classified. Such Information shall not be communicated / published / advertised by the bidder to any person/organization without the express permission of the purchaser.
- (viii) The Bidder shall ensure that all its employees, agents and sub-contractors involved in the project, execute individual non-disclosure agreements, which have been duly approved by the purchaser with respect to this project. The bidder may submit a declaration that it has obtained the NDA from its employees.

J. Location of Data

- (i) The Bidder shall offer Cloud Services to the purchaser from a MeitY empaneled data centre which is located within India.
- (ii) The Bidder shall store all types of data (including but not limited to account & user access data, text, audio, video, image, software, machine image, and any computational results that the Purchaser) within the Indian Territory and as per the terms and conditions specified by MeitY; and shall not take out / allow to take out any kind of data outside of India unless it is explicitly approved by the Purchaser.
- (iii) 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 criminal cases, legal proceedings or investigation. The bidder shall ensure that the

Purchaser/any other agency authorized by the Purchaser is able to access and retrieve such data in a timely fashion.

(iv) Law Enforcement Request: The Law Enforcement Agency, as mandated under any law of India for the time being in force, may seek access to information stored on DC/DR. The onus shall be on the bidder to perform all due diligence before releasing any such information to any such Law Enforcement Agency of India

K. Audit, Access and Reporting

- (i) The Bidder shall ensure that the service offerings comply with the audit requirements specified by MeitY/STQC.
- (ii) The purchaser or its nominated agency shall have the right to audit and inspect Managed Service Provider, agents and third party facilities, data centres, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:
 - a. The security, integrity and availability of all data processed, held or conveyed by the Bidder on behalf of the Purchaser and documentation related thereto;
 - b. That the actual level of performance of the services is the same as specified in the SLA;
 - c. That the Bidder has complied with the relevant technical standards, and has adequate internal controls in place; and
 - d. The compliance of the Bidder with any other obligation.
- (iii) The Bidder shall be required to demonstrate compliance to all the requirements, guidelines, standards, etc., specified by MeitY, as and when required by the Purchaser.

L. Changes in Cloud Service Offerings

- (i) The cloud infrastructure / service provisioned by the Bidder must be scalable and flexible. Buyer shall be able to add/reduce infrastructure / services as per the requirement.
- (ii) The Bidder shall inform the Purchaser, at least 3 months in advance, about the material changes that the bidder is planning to implement in the Cloud Service being consumed by the Purchaser.
- (iii) The Bidder is not allowed to discontinue offering a service that is being consumed by the Purchaser, unless it poses a security threat, during the entire duration of the project. If the Cloud Service Offering is being discontinued due to the security threats, the Bidder has to

first get this Cloud Service Offering de-empaneled from MeitY as per the guidelines specified by MeitY and provide a 3 months' notice to the Purchaser.

5. Transitioning.

Bidder also has to provide activities-wise detailed migration plan.

A. Transitioning IN - Migration from existing cloud.

- (i) Migration includes infrastructure of DC & DR (VM, TDI, Firewalls & WAF storage etc.). Bidder shall migrate these infrastructures from existing cloud to upcoming cloud.
- (ii) Bidder shall be responsible for the migration of all the SAP and NON-SAP applications from the existing cloud to the new cloud.
- (iii) Migration may be done by using lift and shift methodology or by means of fresh installation of operating systems, applications, DBs, relevant add-on, server hardening, SSL configuration and various other relevant configuration.
- (iv) Bidder shall migrate and provide the application up and running for the business operation as running on the existing cloud to declare as delivery of cloud without any disruption (including DC and DR).
- (v) Bidder also has to provide activities-wise detailed migration plan.
- (vi) All required hardware, software, link, licenses etc. for migration shall be provided by the bidder without any additional cost.

B. Transitioning OUT - Migration to another cloud/DC/DR (after completion/termination of contract).

- (i) Buyer can exit from the contract if SLA is not met in 3 consecutive months.
- (ii) Buyer can exit from the contract without any justifications/reasons with 6 months' notice period.
- (iii) The Bidder shall not delete any data at the end of the agreement from the Cloud environment (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of the Purchaser. The Purchaser shall pay to the Bidder the cost associated with retaining the data beyond 45 days. The associated cost shall be arrived at based on the cost figures indicated in the commercial quote submitted by the bidder.

- (iv) The bidder shall be responsible for providing the tools for exporting infrastructure of DC & DR (VM, TDI, Firewalls & WAF storage etc.) and associated content, data, etc., and the bidder, in consultation with the purchaser, shall be responsible for preparation of the Exit Management Plan and carrying out the exit management / transition related activities.
- (v) The bidder shall provide the purchaser or its nominated agency with a recommended exit management plan ("Exit Management Plan") or transition plan indicating the nature and scope of the underlying CSP's transitioning services. The Exit Management Plan shall deal with the following aspects of the exit management in relation to the Agreement as a whole or the particular service of the Agreement:
 - a. Transition of Managed Services
 - b. Migration from the incumbent Cloud Service Provider's environment to the new environment
- (iv) The Bidder is responsible for both transition of the services and support in migration of the VMs, data, content and any other assets to the new environment (alternate Cloud Service Provider or Data Centre) identified by the Purchaser to enable successful migration and running of the Purchaser's solution in the new environment.
- (v) The format of the data transmitted from the current CSP to the new environment identified by the Department should leverage standard data formats whenever possible to ease and enhance portability. The format shall be finalized in consultation with the purchaser.
- (vi) The bidder shall support in transition of purchaser's solution including retrieval of all data in the formats approved by the purchaser.
- (vii) The bidder shall ensure that all the documentation required by the purchaser for smooth transition (in addition to the documentation provided by the underlying Cloud Service Provider) are kept up to date and all such documentation is handed over to the Purchaser during regular intervals as well as during the exit management process.
- (viii) The bidder shall carry out following key activities, including but not limited to, as part of the knowledge transfer:
 - a. Preparing documents to explain design and characteristics
 - b. Carrying out joint operations of key activities or services
 - c. Briefing sessions on processes and documenting processes
 - d. Sharing the logs, etc.
 - e. Briefing sessions on the managed services, the way these are deployed on Cloud and integrated

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

(ix) The Bidder shall transfer know-how relating to operation and maintenance of the solution, software, Cloud Services, etc.

6. Compliance with IT Security Policy:

The Bidder shall comply with the Purchaser's IT Policy.

7. Service Management and Provisioning Requirements:

Service Level Agreements (SLAs) are an important way of ensuring that the bidder is meeting the minimum level of service expected by the purchaser.

Definitions

For the purpose of this SLA, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

1. **"Incident"** refers to any event / abnormalities in the functioning of the Cloud Enablement components in Data Centre / specified services that may lead to disruption in normal operations of the Cloud based services
2. **"Support"** shall mean system support for handling related services like Trouble ticketing, and resolution of related enquiries, OS, storage, backup, network and security and other cloud infrastructure related services, patch updates, upgrades Fault Reporting, etc. should be provided 24X7X365 basis. Web based monitoring system should be available to the client/ On-site resource.
3. **Availability** shall mean 24x7X365 Overall System availability till OS Layer, storage, backup, clustering, network and security and other cloud infrastructure etc. provided by the bidder. The time for which the services offered are available for conducting operations from the equipment / solution hosted on private cloud. Availability percentage is measured as **Availability %age** = $\{(Agreed\ Service\ Time - Down\ Time) / (Agreed\ Service\ time)\} * (100\%)$
4. **Scheduled Maintenance Time / Scheduled downtime** shall mean the time that the System is not in service due to a scheduled work. Scheduled maintenance time is planned downtime with the prior permission of the designated Cloud Service Provider. Scheduled downtime should not exceed 4 hours per month for maintenance related tasks.
5. **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 will be on 24X7X365 basis. The total operation time for the systems and applications hosted on cloud will be as per the SLA. **Downtime** means accumulated time during which the individual System

is inoperable within the Scheduled Operation Time but outside the scheduled maintenance time.

6. **Subsystem Downtime** shall mean the downtime observed in major components of the cloud infrastructure. E.g. in Network or Virtualization Layer or Storage, Virtual Operating Systems etc. will be the major components in cloud solution. The amount (%) that the sub-system contributes to the mission of the Total System **Total System Downtime** shall be defined as the sum of the downtimes of each functional sub-system in as much as that sub-system contributes to the mission of the Total System. The average downtime of the all subsystems will be calculated by following formula:
Subsystem Downtime= (Downtime Subsystem A + Downtime Subsystem B + Downtime Subsystem N) / Total Subsystems.
7. **“Response time”** is defined as the time between receipt of the incident by support team and its logging / generation of ticket on the system
8. **“Resolution Time”** shall mean the time taken (after the incident has been reported to the support team) till resolution. The severity parameters have been defined below:

The severity would be as follows:

- a. **Critical:** In case more than 1 server is down and threatening business continuity which is attributable to the Cloud Solution implemented by the bidder, it shall be considered as a Critical incident.
- b. **High:** In case high impact on business operations (server are not accessible/not working which is attributable to the cloud solution implemented by bidder.
- c. **Medium:** In case an essential functionality of the Cloud solution (like VM availability, firewall, network etc) becomes unavailable in the Live environment which is not actually hampering the live services of the Cloud but may impact the services if not attended immediately will be termed as medium.
- d. **Low:** The incidents would be termed as low, which does not have any significant impact on the Cloud service delivery (little or no impact on business entity), eg.:
 - i. A minor problem or question that does not affect the application function,
 - ii. An error in software product Documentation that has no significant effect on operations; or
 - iii. A suggestion for new features or software product enhancement.

8. Planned Downtime:

Planned downtime shall mean any time when the relevant services of DC/DR is unavailable because of urgent maintenance activities and any other scheduled maintenance or upgrade activities that may or may not be periodic. The planned downtime must be notified to the EESL at least **48 hours** in advance.

Urgent Maintenance activities are maintenance activities required by application or systems that cannot be postponed until the next available or convenient maintenance window, and may include but not limited to restarting applications, rebooting servers, applying patches or fixes, reconfiguring, reloading data etc.

9. Service Levels:

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The bidder shall ensure provisioning of all required services, while monitoring the performance of the same, to effectively comply with the performance levels mentioned below. The services provided by the bidder shall be reviewed by the EESL, which will:

- (i) Regularly check performance against this SLA
- (ii) Discuss escalated problems, new issues and matters still outstanding for resolution
- (iii) Review statistics related to rectification of outstanding faults and agreed changes
- (iv) Obtain suggestions for changes to improve the service levels

Help Desk Services Levels

Time in which a complaint / query is resolved after it has been responded to by the IT service management.

Table: Help Desk Services related SLA

Severity of Incident	Resolution time	Penalty
Critical	T = 1 hr	No Penalty
	T1 = T+2 hours, if the Resolution time is between T and T1	0.5% of the QGR for every unresolved call
	T2 = T1+2, if the resolution time is between T1 and T2	1% of the QGR for every unresolved call, up to 10% of QGR
	>T2	2% of the QGR for every unresolved call, up to 10% of QGR
High	T3 = T + 0.5 hrs	No Penalty
	T4 = T3 + 2.5 hrs, if the Resolution time Is between T3 and T4	0.5% of the QGR for every unresolved call, up to 10% of QGR
	T5 = T4+ 2.5 hrs If the resolution time is	1% of the QGR for every

	between T5 and T4	unresolved call, up to 10% of QGR
	>T5	2% of the QGR for every unresolved call, up to 10% of QGR
Medium	≤ 2 hours from time Incident logged.	No Penalty
	>2 Hours and ≤ 4 Hours	0.1% of the QGR for every unresolved call, up to 10% of QGR
	>4 Hours	0.5% of the QGR for every unresolved call, up to 10% of QGR
Low	1 day from the time incident logged at help desk	No penalty
	>1 day and ≤ 10 days	0.5% of the QGR for every unresolved call, up to 10% of QGR
	>10 days	1% of the QGR for every unresolved call, up to 10% of QGR

Note: The Severity of the Calls will be dependent on the Severity explained in this section as above. The response time for all Types of Help Desk services incidents shall be less than 15 min.

Helpdesk Services include, but not limited to, the following:

1. Monitoring & Managing all Server, Virtual Machines, OS, Connectivity with the Storage and Backup.
2. Reports from the monitoring tools need to be submitted to the weekly
3. Diagnostic reports shall be made available as and when required
4. Reports can be asked by EESL at any point of time
5. Following up with different OEM"s & vendors
6. Escalation Matrix need to be maintained by the helpdesk team
7. Track each incident / call to resolution
8. Provide feedback of each ticket.
9. Analyze the incident / call statistics and provide monthly reports including but not limited to:
 - a. Category of incidents / calls logged
 - b. Incidents / calls resolved
 - c. Incidents / calls open

Cloud Services related Service Levels Following outlines the service level indicators & and the target performance levels to be maintained by the bidder during the contract period. These SLAs shall be strictly imposed and a third party audit/certification agency may be deployed for certifying the performance of the bidder against the target performance metrics.

SLA Compliance Review Process

1. The bidder has to submit all the reports pertaining to SLA Review process within 1 week after the end of the month.
2. All SLA calculations to be calculated automatically by bidder's system and will be reviewed randomly by EESL at any point of time.
3. All the reports must be made available to EESL, as and when the report is generated or as and when asked by the competent authority.

Penalties

1. The total deduction per quarter shall not exceed 30% of the total QGR value
2. Two consecutive quarterly deductions amounting to more than 10% of the total QGR on account of any reasons will be deemed to be an event of default and termination.
3. It is the right of the EESL to bring any external resource at any time for SLA review.
4. No Carry forward of any penalties of SLA calculations can be done from any of the preceding quarters.
5. CSPs and MSPs shall ensure that all the policies and procedures shall be established and maintained in support of data security to include confidentiality, integrity, and availability across various system interfaces to prevent any improper disclosure, alternation, or destruction.
6. Data / cyber breach due to cloud services provider will result in penalty as per the guidelines from government of India (MeitY) as tabulated below.

Penalties in case of Data / cyber breach (as per MeitY guidelines)

S. No	Service Level Objective	Definition	Target	Penalty
1	Percentage of timely vulnerability reports	Percentage of timely vulnerability reports shared by CSP/MSP with EESL within 5 working days of vulnerability identification. Measurement period is calendar month.	Percentage of timely vulnerability reports shared with EESL within 5 working days of vulnerability identification >= 99.95%	Penalty as indicated below (per occurrence): a) <99.95% to >= 99.00% - 10% of Quarterly Payment for the Project b) <99.00% to >= 98.00% - 20% of Quarterly Payment for the Project

				b) <98% - 30% of Quarterly Payment for the Project
2	Percentage of timely vulnerability corrections	<p>Percentage of timely vulnerability corrections performed by CSP/MSP.</p> <p>a) High Severity - Perform vulnerability correction within 30 days of vulnerability identification.</p> <p>b) Medium Severity - Perform vulnerability correction within 60 days of vulnerability identification.</p> <p>c) Low Severity - Perform vulnerability correction within 90 days of vulnerability identification.</p> <p>Measurement period is calendar month.</p>	Maintain 99.95% service level	<p>Penalty as indicated below (per occurrence):</p> <p>a) <99.95% to >= 99.00% - 10% of Quarterly Payment for the Project</p> <p>b) <99.00% to >= 98.00% - 20% of Quarterly Payment for the Project</p> <p>c) <98% - 30% of Quarterly Payment for the Project</p>
3	Security breach including Data Theft/Loss/Corruption	Any incident wherein system including all cloud based services and components are compromised or any case wherein data theft occurs (includes incidents pertaining to CSP/MSP only)	No breach	<p>For each breach/data theft, penalty will be levied as per following criteria.</p> <ol style="list-style-type: none"> 1. Severity 1 - Penalty of Rs 15 Lakh per incident. 2. Severity 2 - Penalty of Rs 10 Lakh per incident. 3. Severity 3 - Penalty of Rs 5 Lakh per incident. <p>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,</p>

				EESL reserves the right to terminate the contract.
4	Security Incident (Malware Attack/ Denial of Service Attack/ Data Theft/ Loss of data/ Intrusion or Defacement)	<p>Security incidents could consist of any of the following:</p> <p>Malware Attack: This shall include Malicious code infection of any of the resources, including physical and virtual infrastructure and applications.</p> <p>Denial of Service Attack: This shall include non-availability of any of the Cloud Service due to attacks that consume related resources. The Service Provider shall be responsible for monitoring, detecting and resolving all Denial of Service (DoS) attacks.</p> <p>Intrusion: Successful unauthorized access to system, resulting in loss of confidentiality/ Integrity/availability of data. The Service Provider shall be responsible for monitoring, detecting and resolving all security related intrusions on the network using an Intrusion Prevention device.</p>	<p>a) Any Denial of service attack shall not lead to complete service non-availability.</p> <p>b) Zero Malware attack / Denial of Service attack / Intrusion / Data Theft</p>	For each occurrence of any of the attacks (Malware attack / Denial of Service attack / Intrusion / Data Theft), 10% of the Quarterly Payment of the Project

Severity Levels for Data/Cyber Breach

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

10. Onsite Resource:

In addition to remote 24X7 remote support, the bidder should provide one onsite resource at EESL CO premises on 10X6 basis for identification, diagnosis and resolution of the problem at EESL's end. He will be the interface between EESL and Cloud service provider for all the services, communications, payments, etc.

Minimum qualification criteria of the resource should be:

- MCA/B-Tech
- ITIL V3 Certified
- Minimum 5 years of experience in similar IT services.

11. Deliverables:

List of Deliverables:

S. No.	Milestone	Deliverables
Implementation		
1	Installation of the components at DC & DR	Installation and commissioning report including configuration, administration, technical and user manuals of all items. Joint test report of the system carried out by Purchaser and Supplier on the installed system to certify the complete functionality as per SOW.
2	Operational Acceptance of the System	All applications must be up and running for the business operation as running on the existing cloud to declare as delivery of cloud without any disruption (including DC and DR). Reports that the system has been running successfully for Operational acceptance timeline. Operational acceptance certificate issued by the purchaser Details of all the reports that will form the part of O&M period for the monitoring of SLA duly signed off by the purchaser
O&M Period		
1	Successful running of system in the quarter	All SLA reports will be provided by the supplier monthly as specified in SLA section or as desired by the purchaser from time to time All reports will be subjected to verification by the Purchaser.
2	Cloud Performance	The successful Bidder shall have monitoring tools capable of providing the exact utilization of servers and shall be able to generate per day, per month and per quarter utilization reports. Reporting on performance for the production environments Monthly. All the reports related to performance/monitoring should include Network, Security, OS, Cloud etc.

12. Payment terms

Payment terms shall be as per the following:

1. Payment Terms:

- (i) First quarterly billing cycle will start after acceptance of complete DC & DR. However, cost of migration may be paid as mentioned below.

Sl. No.	Milestone	Description	Amount
A	Migration (OS, network, etc.)	Migration of complete landscape upto OS and network level and acceptance from buyer	25% of Migration cost (sl. no. A) + 100 % payment of SAP migration (Sl. No. B)
B	SAP Migration	Migration of complete SAP applications and acceptance from buyer	
C	Non-SAP Migration	Migration of complete non-SAP applications and acceptance from buyer	75% of Migration cost (sl. no. A) + 100% payment of non-SAP migration (Sl. No. C)

- (ii) Bidder shall submit the quarterly invoices in arrear mode for recurring cycle after submission of invoices & reflection of the same on GST Portal and relevant documents/certificates by service provider after successful completion of services rendered as per the deliverables mentioned in Scope of Work.
- (iii) Further, the payment shall be paid only on fulfilment of following conditions:
- Acknowledgement of NOA/LOA (to be issued through GeM) and signing of Contract Agreement.
 - Submission of GST compliant Invoice
 - Submission of CONTRACT PERFORMANCE GUARANTEE (CPG) and Non-disclosure agreement (NDA)
 - Certification by Project manager/ Engineer in Charge
- Payment shall be made on actuals after verification of all the documents by Engineer-In Charge (EIC)/Officer-In-Charge (OIC).
- (iv) Bidder"s quoted charges should be firm and fixed. No price variation and escalation will be allowed.
- (v) Payment shall be released upon the passing of GST- ITC to EESL within prescribed timeframe in GST Law and after deduction of all applicable Taxes (Direct and indirect).
- (vi) No Advance payment shall be made.

(vii) Invoice value shall be inclusive of all charges except applicable GST which shall be paid extra. Taxes should be indicated separately on the invoice.

(viii) The prices shall be firm and fixed throughout the contract period.

(ix) payment may be released within 30 days from compliance of payment terms as mentioned above

All GST payment shall be against GST invoices/debit notes raised by the Service Provider as specified under the GST Act and related Rules, Notifications, etc., as notified by the Government in this regard. In the event that the Service Provider fails to provide the invoice/debit note in the form and manner prescribed under the GST Act and Rules, the Employer shall not be liable to make any payment against such invoice/debit note. Payment towards taxes & duties shall be released by the Employer directly to the Service Provider.

13. Price bid format

Table A : (SAP-DC)

Server	Existing OS	CPU (Core)	RAM (GB)	Storage (GB)	Quantity in nos.	Base price per unit exclusi ve of GST for 5 years (In Rs.)	Total exclusiv e of GST for 5 years (In Rs.) (In Figures)	Total exclus ive of GST for 5 Years (In words)
A	B	C	D	E	F	G	H = F*G	I
Server1	RHEL	32	512	1500	3			
Server2	RHEL	8	32	500	2			
Server3	RHEL	32	756	1500	1			
Server4	RHEL	8	32	300	11			
Server5	RHEL	32	756	2600	3			
Server6	RHEL	8	32	400	6			
Server7	RHEL	32	256	1200	1			
Server8	RHEL	32	256	1500	1			
Server9	RHEL	4	16	300	12			
Server10	MS Windows server 2016/2022	4	16	300	2			
Server11	MS Windows server 2016/2022	4	16	200	3			
Server12	RHEL	8	32	600	3			
Server13	RHEL	16	64	500	2			

Server14	MS Windows server 2016/2022	4	16	500	1			
Server15	MS Windows server 2016/2022	8	32	1500	1			
Server16	RHEL	2	8	200	2			
Server17	RHEL	4	8	200	2			
Server18	RHEL	4	16	500	1			
Server19	MS Windows server 2016/2022	8	32	500	1			
Storage1	Additional Storage for Servers	-	-	1000	12			
Storage2	Additional Storage for Backup	-	-	1000	80			

Table B : (SAP-DR)

Server	Existing OS	CPU (Core)	RAM (GB)	Storage (GB)	Qty	Base price per unit exclusive of GST for 5 years (In Rs.)	Total exclusive of GST for 5 years (In Rs.) (In Figures)	Total exclusive of GST for 5 Years (In words)
A	B	C	D	E	F	G	H = F*G	I
Server 1	RHEL	32	756	2600	1			
Server 2	RHEL	8	32	300	5			
Server 3	RHEL	8	32	400	3			
Server 4	RHEL	32	512	1500	1			
Server 5	RHEL	4	16	300	1			
Server 6	MS Windows server 2016/2022	8	32	200	1			
Server 7	MS Windows server 2016/2022	8	32	300	1			
Server 8	RHEL	16	64	500	2			

Server 9	RHEL	4	16	1500	1			
Server 10	RHEL	2	8	200	2			

Note : - For Table A : (SAP-DC) and Table B : (SAP-DR), Bidder has to provide 'SAP-certified Operating system / Strongly recommended operating system by SAP' for the respective SAP application and that operating systems must have back-to-back OEM warranty and support for the overall contract period.

Table C: (NON-SAP DC)

Server	Existing OS	CPU (Core)	RAM (GB)	Storage (GB)	Qty	Base price per unit exclusive of GST for 5 years (In Rs.)	Total exclusive of GST for 5 years (In Rs.) (In Figures)	Total exclusive of GST for 5 Years (In words)
A	B	C	D	E	F	G	H = F*G	I
Server 1	MS Windows server 2016/2022	2	8	512	1			
Server 2	MS Windows server 2016/2022	4	32	300	1			
Server 3	MS Windows server 2016/2022	4	8	512	1			
Server 4	MS Windows server 2016/2022	4	64	650	1			
Server 5	MS Windows server 2016/2022	4	16	1300	1			
Server 6	MS Windows server 2016/2022	6	14	650	1			
Server 7	MS Windows server 2016/2022	4	32	1300	2			
Server 8	MS Windows server 2016/2022	8	16	512	1			
Server 9	CentOS	2	6	350	1			
Server 10	CentOS	4	16	6500	1			
Server 11	MS Windows server 2016/2022	2	6	450	1			
Server 12	Linux	2	8	250	1			
Server 13	MS Windows server 2016/2022	4	16	300	1			
Server 14	Linux	4	16	300	1			
Server 15	RHEL	12	48	1200	6			
Server 16	RHEL	8	32	2400	2			
Server 17	RHEL	4	16	2400	1			

Server 18	MS Windows server 2016/2022	4	16	300	4			
Server 19	Linux	4	16	300	2			
Server 20	MS Windows server 2016/2022	4	8	200	3			
Server 21	MS Windows server 2016/2022	4	16	200	1			
Server 22	MS Windows server 2016/2022	8	16	200	1			

Note : -

1. For server 1 to 8, 11, 13, 18, 20, 21 and 22, Bidder has to provide MS Windows Server latest (or N-1) operating systems must have back-to-back OEM warranty and support for the overall contract period.
2. For server 9 and 10, Bidder has to provide latest version of CentOS (or N-1) operating systems must have back-to-back OEM warranty and support for the overall contract period.
3. For server 12, 14 and 19, Bidder has to provide latest (or N-1) operating systems (any compatible linux) must have back-to-back OEM warranty and support for the overall contract period.
4. For Servers 15 to 17, Bidder has to provide either of RHEL 8.x / Oracle Linux 8.x / Alma Linux 8.x operating system and that operating systems must have back-to-back OEM warranty and support for the overall contract period.

Table D : (NON-SAP DR)

Server	Existing OS	CPU (Core)	RAM (GB)	Storage (GB)	Qty	Base price per unit exclusive of GST for 5 years (In Rs.)	Total exclusive of GST for 5 years (In Rs.) (In Figures)	Total exclusive of GST for 5 Years (In words)
A	B	C	D	E	F	G	H = F*G	I
Server 1	MS Windows server 2016/2022	2	4	256	1			
Server 2	MS Windows server 2016/2022	2	16	300	1			
Server 3	MS Windows server 2016/2022	2	4	256	1			
Server 4	MS Windows server 2016/2022	2	32	650	1			
Server 5	MS Windows server 2016/2022	2	8	650	1			

Server 6	MS Windows server 2016/2022	3	8	300	1			
Server 7	MS Windows server 2016/2022	2	16	650	1			
Server 8	MS Windows server 2016/2022	2	16	500	1			
Server 9	MS Windows server 2016/2022	4	4	256	1			
Server 10	MS Windows server 2016/2022	2	8	300	4			
Server 11	MS Windows server 2016/2022	4	8	300	2			
Server 12	RHEL	8	32	1200	3			
Server 13	RHEL	8	24	2400	1			
Server 14	RHEL	4	8	2400	1			

Note :-

1. For server 1 to 11, Bidder has to provide MS Windows Server latest (or N-1) operating systems and that operating systems must have back-to-back OEM warranty and support for the overall contract period.
2. For Servers 12 to 14, Bidder has to provide either of RHEL 8.x / Oracle Linux 8.x / Alma Linux 8.x operating system and that operating systems must have back-to-back OEM warranty and support for the overall contract period.

Table E : (Associated Services)

Sl. No.	Services	Qty	Lump sum price exclusive of GST for 5 years (In Rs.)
1	SLA based monthly availability	99.95%	
2	Public IPs (DC -25 & DR -25)	50	
3	Data in Unlimited internet bandwidth utilisation by applications hosted VMs.	unlimited	
4	Data out Unlimited internet bandwidth utilisation by applications hosted VMs.	unlimited	
5	P2P link for DC/DR replication.	80 mbps	
6	Internal (Dedicated) & external (Dedicated/Shared) firewalls at DC/DR.	Both firewalls shall be redundant (high availability) at DC	

7	Web Application Firewall (WAF) at DC/DR	Redundant (high availability) at DC and single at DR	
8	Advanced monitoring and SLA based premium managed services.	24X7	
9	Backup and archival services.	as per EESL policy	
10	VPN IDs for secure connections.	1000	
11	Professional Antivirus	for VMs	
12	DR Drills tool and reporting.	bi annually	
13	Onsite support (1 resource)	9X6	
14	Offsite Support	24X7	
15	SOC services	for complete landscape	
16	Migration Support (refer para 5 for detailed scope)	(i) From existing DC & DR to bidder's DC & DR (a) Migration (OS, network, etc.)	
		(b) SAP migration	
		(c) Non-SAP migration	
		(ii) To DC/DR of new vendor after contract completion /termination	
17	Rack space and power supply at DC and DR	For hosting MPLS infra	
18	Active directory configuration, migration and management	DC, DR, EESL office	

Annexure-QR [Eligibility and Qualifying Requirements (Cloud Service-QR)]

A. Eligibility Criteria for CSP:

Sl. No.	Eligibility finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
1.	<p>Bidder should be a Single Entity means a limited company (as defined in the Companies Act, 1956 and any amendment thereof)</p> <p style="text-align: center;">OR</p> <p>A registered partnership firm (registered under section 59 of the Partnership Act, 1932 and any amendment thereof)</p> <p style="text-align: center;">OR</p> <p>A limited liability partnership (under the Limited Liability Partnership Act, 2008 and any amendment thereof)</p> <p>(No Consortium is allowed in the tender)</p>	<p>Copy of certificate of incorporation/ Memorandum of Association/ Article of Association</p> <p style="text-align: center;">OR</p> <p>A registered Partnership Deed</p> <p style="text-align: center;">OR</p> <p>LLP registration certificate issued by registrar of Companies</p>
2.	<p>PPP MII guidelines issued by Govt. of India shall be applicable for this tender.</p> <p>Only Class-I and Class-II Local Suppliers with minimum local content of 50% and 20% respectively, are eligible to bid in this tender in conformance with the order for "Public procurement (Preference to make in India) Order 2017- Revision" issued vide order ref no. P-45021 /2/2017-PP (BE-II) GoI, Dated 16.09.2020 and as notified by Ministry of Information & Technology (MeitY) for Electronics Products on their website (https://www.meity.gov.in/esdm/ppo)</p> <p>NOTE: - Only Class-I & Class-II Local suppliers as defined in the above tender are eligible to take part in this bidding process.</p>	<p>The Bidder shall give a self-certification in his bid in the enclosed format at relevant Attachment of the RfP document, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for 'Class-I or Class-II local supplier' and shall give details of the location(s) at which value addition is made.</p> <p>Further, in case of tenders above Rs. 10 Cr, the 'Class-I or Class-II local Supplier' shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content as per the format at relevant Attachment of the RfP document.</p>

Sl. No.	Eligibility finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
3.	<p>Pursuant to Order No. F. No 6/18/2019-PPD dated-23-July-2020 from Department of Expenditure, Ministry of Finance, the applicant should be either of the following:</p> <ul style="list-style-type: none"> · Not from a country which shares a land border with India <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> · Applicant from a country which shares a land border with India and registered with Competent Authority in accordance with order mentioned above. <p>The definition of “Bidder” from a country which shares a land border with India shall be as in paragraph 8 of the above mentioned order. Further, all the guidelines mentioned to this above order shall be applicable to this Tender. Bidder shall carefully go through the same and ensure its eligibility as per the said order.</p>	<p>Bidder to submit a Declaration on Company’s Letter Head as per the format given in this RfP Document.</p>
4.	<p>MeitY Empanelment:</p> <p>CSP shall provide DC & DR through virtual private cloud / government community cloud at MeitY Empaneled data center (as per current list).</p>	<ol style="list-style-type: none"> 1. Copies of valid MeitY empanelment Certificate. 2. Self-Declaration from CSP on Company’s Letter Head to extend their empanelment till service (contract) period.
5.	<p>Not to be blacklisted by Central/State/UT Government or any Public sector entities for the tender item/work duly signed and stamped at company’s Letter Head.</p>	<p>Bidder to submit Self Declaration on Company’s Letter Head as per relevant Attachment of the RfP Document.</p> <p>In case any Bidder is blacklisted/debarred by any regulatory/ statutory body/ Central/State/UT Government or any Public sector entities, then such Bidder is required to submit following details:</p> <ol style="list-style-type: none"> a) Date and validity of blacklisting/debarment;

Sl. No.	Eligibility finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
		b) Name of regulatory/ statutory body/ Central/State/UT Government or Public sector entities who has issued such blacklisting/ debarment; c) Reason for blacklisting/ debarment; d) Letter/Notification of blacklisting/ debarment. Based on aforesaid details provided by the Bidders, EESL shall analyze and decide the case in line with applicable guidelines/notification of Government of India / EESL.

A. Qualifying Requirements for CSP:

S. No.	QR finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
1	QUALIFICATION OF THE BIDDER Qualification of bidder will be based on meeting the minimum pass/fail criteria specified below regarding the Bidder's Technical Experience and Financial QR as demonstrated by the Bidder's responses in its Bid. Subcontractors' technical experience and financial resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. The bid can be submitted by an individual firm only (i.e., Sole bidder) Consortium not allowed.	
1.1	Technical Experience	
1.1.1	Bidder should have successfully executed / completed 'Similar work' in the last 3 years, as on the originally scheduled date of bid opening (i.e., date of bid opening as per NIT). <ul style="list-style-type: none"> Single Work Order valued not less than Rs. 3,70,40,000/- <p style="text-align: center;">OR</p>	Documentary evidence shall be furnished along with the bid. Documentary evidence should be submitted in the form of copies of relevant work orders/ contract agreements/ purchase orders/LOAs/LOIs along with copies of any document in respect of satisfactory execution/ completion of each of those purchase orders/ work orders/contract agreements/LOAs/LOIs such as

S. No.	QR finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
	<ul style="list-style-type: none"> Two Work Orders each valued not less than Rs. 2,31,50,000/- <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> Three Work Orders each valued not less than Rs. 1,85,20,000/- <p>“Similar work” means experience of ‘cloud deployment at DC & DR and post deployment supports involving any three from below:</p> <ul style="list-style-type: none"> Installation Commissioning, Configuration backup Restoration of backup Data synchronization to DR, DR- drill <p>The work “executed” mentioned above means the bidder should have achieved the criteria specified above even if the total contract is started earlier and/or is not completed / closed. However, the work executed /completed must include “Similar work” as above.</p> <p>In case of orders under execution, the value of work executed till the originally scheduled date of bid opening (as per NIT), as certified by the Client shall be considered. However, the work executed must include “Similar work” as above.</p>	<p>(i) Successful completion* certificate/s</p> <p style="text-align: center;">(OR)</p> <p>(ii) any other documentary evidences that can substantiate the successful execution of each of the purchase orders/ work orders/ contract agreements/LOAs/LOIs submitted.</p> <p>Work orders along with its evidence for successful completion / execution shall only be considered for evaluation.</p> <p><i>“Successful means certificate issued by the client without any adverse remarks”.</i></p>
1.1.2	<p>The CSP should have managed or managing the IT infrastructure for Data Centre /Cloud services (which involves SAP in HANA DB) to at least 1 client in India during last 3 years from the originally scheduled date of bid opening (i.e., date of bid opening as per NIT).</p>	<p>Certificate from Client and Purchase Orders / Work Orders / Contract Agreement along with completion certificate/proof of successful execution /or any other documentary evidence which substantiate the requirement.</p>

S. No.	QR finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
		For running contract proof of execution till the specified date shall be furnished duly certified by the Client
1.1.3	Bidder should have at least two current Cloud hosting customers/ clients for SAP application with minimum 250 ECC/S4 HANA users at DC & DR (each) infrastructure as on originally scheduled date of bid opening.	Certificate from Client and Purchase Orders / Work Orders / Contract Agreement establishing the specified contract.
	Compliance for Cloud (DC & DR)	
1.1.4	Cloud Service Provider's DC & DR should be ISO 9001, PCI DSS, ISO 22301, SOC1 and SOC2 certified as on originally scheduled date of bid opening.	<p>(a) For ISO 9001, ISO 22301 & PCI DSS - Copy of valid certificates.</p> <p>(b) For SOC1 & SOC2 – Audit report without any non-conformity of previous financial year (2022-23).</p> <p>Note: Certification under process will not be considered.</p>
1.1.5	Offered cloud/VMs must be SAP certified in SAP HANA operations and SAP certified in Cloud & Infrastructure Operations as on originally scheduled date of bid opening.	Certificates from M/s SAP in SAP HANA operations and in Cloud & Infrastructure Operations
1.1.6	<p>Manpower Strength:</p> <p>The Bidder must have strength of at least 50 IT Professionals (data center / networking / system administration / cloud services professionals' / cloud security experts) on their payroll as on original date of bid submission. At least 10 of these professionals must have been certified in either one of the above said domain and experience (of minimum 3 years) in maintenance of cloud solution/ DR Management / virtual server administration / system administration, Virtualization, Networking etc.)</p>	Self-Certificate (as per Attachment 'A') from HR head on the letter head of Bidder certifying the availability of resources on their payroll as on original date of bid submission.

S. No.	QR finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
1.1.7	<p>Managed Services:</p> <p>Technical support office should be within India and services shall be provided by bidder only.</p> <p>Note: Outsourcing of support services shall not be allowed.</p>	Self-Certificate (<i>as per Attachment 'B'</i>) from bidder with complete address of support office and details of support structure
	Data Centers Facility	
1.1.8	DC and DR shall be from same CSP.	Undertaking with High level Deployment plan with complete address of data centers and confirmation that proposed data centers are from same CSP.
1.1.9	DC and DR land should be owned by the CSP or on lease agreement. Bidder shall ensure that lease/ownership remain valid upto contract period.	Self-Declaration from CSP on Company's Letter Head to extend their lease till service (contract) period.
1.1.10	Distance between DC & DR should be minimum 100 kms	Self-Certificate (<i>as per Attachment 'C'</i>) from bidder with complete address of DC & DR.
1.2 Financial QR:		
1.2.1	<p>Bidders should have an Average Annual Turnover (ATO) of at least 1,38,90,000/- during the last 3 Financial Years.</p> <p>Note: It may be noted that existence of Bidder for 1 FY will suffice the purpose. Accordingly, for calculation of ATO, the audited financial figures as available shall be considered, however, in case of ATO for less than 3 years the Financial figures for available years shall be averaged out for 3 years (i.e. total available Turnover shall be divided by 3) for Financial QR compliance.</p>	<p>Duly authorized copies of audited financials for preceding last three Financial Years are to be submitted by the bidder.</p> <p>ATO means revenue from operations.</p> <p><i>The annual turnover of any Bidder will include realisation out of sales of Goods and Services but excludes any tax levied (Direct or Indirect) by any enactment of the Government of India</i></p>

S. No.	QR finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
1.2.2	<p>Bidder shall have liquid assets (L.A) or/ and evidence of access to or availability of credit facilities of not less than Rs 1,15,75,000/-.</p> <p>(Balance Sheet of immediate last financial year would be considered for this calculation.)</p> <p>Note: The LA for the bidder shall be calculated from the Audited Financial Statement as per the following:</p> <p>L.A= [Current Assets- Inventory]</p>	<p>Duly authorized copy of audited financials for preceding last Financial Year is to be submitted by bidder. (Balance Sheet of immediate last financial year would be considered for this calculation.)</p> <p style="text-align: center;">OR</p> <p>Certification from Bank regarding availability of credit facilities of not less than Rs. 1,15,75,000/- (such certificates should have been issued not earlier than three months prior to the date of originally scheduled date of bid opening as per NIT). Format of the certificate is enclosed at relevant Annexure of the RfP Document.</p>
1.2.3	<p>The net worth of the bidder in immediate last financial year should not be less than 100% of paid-up share capital or capital.</p> <p><i>Additionally, in case of Partnership/ Proprietorship, Networth may be considered negative in case closing capital of immediately preceding year is less than average closing capital of previous 3 financial years including immediate preceding year.</i></p> <p>Note: It may be noted that existence of Bidder for 1 FY will suffice the purpose. Accordingly, for calculation of Net worth the audited financial figures as available shall be considered. (e.g., for considering net-worth calculations, if bidder is in existence for 2 Years' and Audited Financial Statements for both years are available then average of 2 years shall be considered. Similarly, if only one-year's Audited Financial Statements is available, the same will be considered for net-worth calculations). Same Philosophy shall be applicable for partnership firms also.</p>	<p>Duly authorized copies of audited financials for preceding last three Financial Years are to be submitted by bidder.</p>

S. No.	QR finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders

A. Eligibility Criteria for MSP:

Sl. No.	Eligibility finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
1.	<p>Bidder should be a Single Entity means a limited company (as defined in the Companies Act, 1956 and any amendment thereof)</p> <p style="text-align: center;">OR</p> <p>A registered partnership firm (registered under section 59 of the Partnership Act, 1932 and any amendment thereof)</p> <p style="text-align: center;">OR</p> <p>A limited liability partnership (under the Limited Liability Partnership Act, 2008 and any amendment thereof)</p> <p>(No Consortium is allowed in the tender)</p>	<p>Copy of certificate of incorporation/ Memorandum of Association/ Article of Association</p> <p style="text-align: center;">OR</p> <p>A registered Partnership Deed</p> <p style="text-align: center;">OR</p> <p>LLP registration certificate issued by registrar of Companies</p>
2.	<p>PPP MII guidelines issued by Govt. of India shall be applicable for this tender.</p> <p>Only Class-I and Class-II Local Suppliers with minimum local content of 50% and 20% respectively, are eligible to bid in this tender in conformance with the order for “Public procurement (Preference to make in India) Order 2017- Revision” issued vide order ref no. P-45021 /2/2017-PP (BE-II) GoI, Dated 16.09.2020 and as notified by Ministry of Information & Technology (MeitY) for Electronics Products on their website (https://www.meity.gov.in/esdm/ppo)</p> <p>NOTE: - Only Class-I & Class-II Local suppliers as defined in the above tender are eligible to take part in this bidding process.</p>	<p>The Bidder shall give a self-certification in his bid in the enclosed format at relevant Attachment of the RfP document, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for ‘Class-I or Class-II local supplier’ and shall give details of the location(s) at which value addition is made.</p> <p>Further, in case of tenders above Rs. 10 Cr, the ‘Class-I or Class-II local Supplier’ shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of</p>

Sl. No.	Eligibility finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
		suppliers other than companies) giving the percentage of Local Content as per the format at relevant Attachment of the RfP document.
3.	<p>Pursuant to Order No. F. No 6/18/2019-PPD dated-23-July-2020 from Department of Expenditure, Ministry of Finance, the applicant should be either of the following:</p> <ul style="list-style-type: none"> · Not from a country which shares a land border with India <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> · Applicant from a country which shares a land border with India and registered with Competent Authority in accordance with order mentioned above. <p>The definition of “Bidder” from a country which shares a land border with India shall be as in paragraph 8 of the above mentioned order. Further, all the guidelines mentioned to this above order shall be applicable to this Tender. Bidder shall carefully go through the same and ensure its eligibility as per the said order.</p>	Bidder to submit a Declaration on Company’s Letter Head as per relevant Attachment of the RfP Document.
4.	<p>MeitY Empanelment:</p> <p>MSP shall provide the documentary evidence from the CSP that they shall provide DC & DR through virtual private cloud / government community cloud at MeitY empaneled data center.</p>	<ol style="list-style-type: none"> 1. Copies of valid MeitY empanelment Certificate of CSP. 2. Self-Declaration from CSP on Company’s Letter Head to extend their empanelment till service (contract) period.
5.	Not to be blacklisted by Central/State/UT Government or any Public sector entities for the tender item/work duly signed and stamped at company’s Letter Head.	Bidder to submit Self Declaration on Company’s Letter Head as per relevant Attachment of the RfP Document.

Sl. No.	Eligibility finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
		<p>In case any Bidder is blacklisted/debarred by any regulatory/statutory body/ Central/State/UT Government or any Public sector entities, then such Bidder is required to submit following details:</p> <p>a) Date and validity of blacklisting/debarment; b) Name of regulatory/ statutory body/ Central/State/UT Government or Public sector entities who has issued such blacklisting/ debarment; c) Reason for blacklisting/debarment; d) Letter/Notification of blacklisting/ debarment.</p> <p>Based on aforesaid details provided by the Bidders, EESL shall analyze and decide the case in line with applicable guidelines/notification of Government of India / EESL.</p>

B. Qualifying Requirements for MSP:

S. No.	QR finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
1	<p>QUALIFICATION OF THE BIDDER</p> <p>Qualification of bidder will be based on meeting the minimum pass/fail criteria specified below regarding the Bidder's Technical Experience and Financial QR as demonstrated by the Bidder's responses in its Bid.</p> <p>Subcontractors' technical experience and financial resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. The bid can be submitted by an individual firm only (i.e., Sole bidder) Consortium not allowed.</p>	

S. No.	QR finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
1.1	Technical Experience	
1.1.1	<p>Bidder should have successfully executed / completed ‘Similar work’ in the last 3 years, as on the originally scheduled date of bid opening (i.e., date of bid opening as per NIT).</p> <ul style="list-style-type: none"> Single Work Order valued not less than Rs. 3,70,40,000/- <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> Two Work Orders each valued not less than Rs. 2,31,50,000/- <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> Three Work Orders each valued not less than Rs. 1,85,20,000/- <p>“Similar work” means experience of ‘cloud deployment at DC & DR and post deployment supports involving any three from below:</p> <ul style="list-style-type: none"> Installation Commissioning, Configuration backup Restoration of backup Data synchronization to DR, DR- drill <p>The work “executed” mentioned above means the bidder should have achieved the criteria specified above even if the total contract is started earlier and/or is not completed / closed. However, the work executed /completed must include “Similar work” as above.</p>	<p>Documentary evidence shall be furnished along with the bid. Documentary evidence should be submitted in the form of copies of relevant work orders/ contract agreements/ purchase orders/LOAs/LOIs along with copies of any document in respect of satisfactory execution/ completion of each of those purchase orders/ work orders/contract agreements/LOAs/LOIs such as</p> <p>(iii) Successful completion* certificate/s</p> <p style="text-align: center;">(OR)</p> <p>(iv) any other documentary evidences that can substantiate the successful execution of each of the purchase orders/ work orders/ contract agreements/LOAs/LOIs submitted.</p> <p>Work orders along with its evidence for successful completion / execution shall only be considered for evaluation.</p> <p><i>“Successful means certificate issued by the client without any adverse remarks”.</i></p>

S. No.	QR finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
	In case of orders under execution, the value of work executed till the originally scheduled date of bid opening (as per NIT), as certified by the Client shall be considered. However, the work executed must include "Similar work" as above.	
1.1.2	The MSP should have managed or managing the IT infrastructure for Data Centre /Cloud services (which involves SAP in HANA DB) to at least 1 client in India during last 3 years from the originally scheduled date of bid opening (i.e., date of bid opening as per NIT).	Certificate from Client and Purchase Orders / Work Orders / Contract Agreement along with completion certificate/proof of successful execution /or any other documentary evidence which substantiate the requirement. For running contract proof of execution till the specified date shall be furnished duly certified by the Client
1.1.3	Bidder should have at least two current Cloud hosting customers/clients for SAP application with minimum 250 ECC users at DC & DR infrastructure, as on originally scheduled date of bid opening.	Certificate from Client and Purchase Orders / Work Orders / Contract Agreement establishing the specified contract.
	Compliance for Cloud (DC & DR)	
1.1.4	Cloud Service Provider's DC & DR should be ISO 9001, PCI DSS, ISO 22301, SOC1 and SOC2 certified as on originally scheduled date of bid opening.	(a) For ISO 9001, ISO 22301 & PCI DSS - Copy of valid certificates. (b) For SOC1 & SOC2 – Audit report without any adverse observation of previous financial year (2022-23). Note: Certification under process will not be considered.
1.1.5	Offered cloud/VMs must be SAP certified in SAP HANA operations and SAP certified in Cloud & Infrastructure Operations as on originally scheduled date of bid opening.	Certificates from M/s SAP in SAP HANA operations and in Cloud & Infrastructure Operations
1.1.6	Manpower Strength: The Bidder must have strength of at least 50 IT Professionals (data center / networking / system administration / cloud services professionals' / cloud security experts) on their payroll	Self-Certificate (as per <i>Attachment 'A'</i>) from HR head on the letter head of Bidder certifying the availability of resources on their payroll as on original date of bid submission.

S. No.	QR finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
	as on original date of bid submission. At least 10 of these professionals must have been certified in either one of the above said domain and experience (of minimum 3 years) in maintenance of cloud solution/ DR Management / virtual server administration / system administration, Virtualization, Networking etc.)	
1.1.7	Managed Services: Technical support office should be within India and services shall be provided by bidder only. Note: Outsourcing of support services shall not be allowed.	Self-Certificate (<i>as per Attachment 'B'</i>) from bidder with complete address of support office and details of support structure
	Data Centers Facility	
1.1.8	DC and DR shall be from same CSP.	Undertaking with High level Deployment plan with complete address of data centers and confirmation that proposed data centers are from same CSP.
1.1.9	DC and DR land should be owned by the CSP or on lease agreement. Bidder shall ensure that lease/ownership remain valid upto contract period.	Self-Declaration from CSP on Company's Letter Head to extend their lease till service (contract) period.
1.1.10	The distance between DC and DR is must be minimum 100 kilometers	Self-Certificate (<i>as per Attachment 'C'</i>) from bidder with complete address of DC & DR.
1.2	Relation with CSP	
1.2.1	Bidder to provide bid specific CSP Authorization Certificate from the MeitY empanelled CSP quoting this tender reference number along with the bid	CSP Authorization Certificate

S. No.	QR finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
1.2.2	MSP should have expert/premium/platinum/topmost partnership with the proposed CSP and previous continuous association with the CSP for at least 3 Years from the originally scheduled date of bid opening (i.e., date of bid opening as per NIT).	Letter from authorized signatory of the CSP
1.2.3	MSP should be ISO 9001 and ISO 27001 Certified. Certification under process will not be considered, as on originally scheduled date of bid opening.	Copy of valid certificates. Note: Certification under process will not be considered.
1.3 Financial QR:		
1.3.1	<p>Bidders should have an Average Annual Turnover (ATO) of at least 1,38,90,000/- during the last 3 Financial Years.</p> <p>Note: It may be noted that existence of Bidder for 1 FY will suffice the purpose. Accordingly, for calculation of ATO, the audited financial figures as available shall be considered, however, in case of ATO for less than 3 years the Financial figures for available years shall be averaged out for 3 years (i.e. total available Turnover shall be divided by 3) for Financial QR compliance.</p>	<p>Duly authorized copies of audited financials for preceding last three Financial Years are to be submitted by the bidder.</p> <p>ATO means revenue from operations.</p> <p><i>The annual turnover of any Bidder will include realisation out of sales of Goods and Services but excludes any tax levied (Direct or Indirect) by any enactment of the Government of India</i></p>
1.3.2	<p>Bidder shall have liquid assets (L.A) or/ and evidence of access to or availability of credit facilities of not less than Rs 1,15,75,000/-</p> <p>(Balance Sheet of immediate last financial year would be considered for this calculation.)</p> <p>Note: The LA for the bidder shall be calculated from the Audited Financial Statement as per the following:</p> <p>L.A= [Current Assets- Inventory]</p>	<p>Duly authorized copy of audited financials for preceding last Financial Year is to be submitted by bidder. (Balance Sheet of immediate last financial year would be considered for this calculation.)</p> <p style="text-align: center;">OR</p> <p>Certification from Bank regarding availability of credit facilities of not less than Rs. 1,15,75,000/- (such certificates should have been issued not earlier than three months prior to the date of originally scheduled</p>

S. No.	QR finalised based on deliberation of QR Committee	Documents to be Submitted for Compliance by the Bidders
		date of bid opening as per NIT). Format of the certificate is enclosed at relevant Annexure of the RfP Document.
1.3.3	<p>The net worth of the bidder in immediate last financial year should not be less than 100% of paid-up share capital or capital.</p> <p><i>Additionally, in case of Partnership/ Proprietorship, Networth may be considered negative in case closing capital of immediately preceding year is less than average closing capital of previous 3 financial years including immediate preceding year.</i></p> <p>Note: It may be noted that existence of Bidder for 1 FY will suffice the purpose. Accordingly, for calculation of Net worth the audited financial figures as available shall be considered. (e.g., for considering net-worth calculations, if bidder is in existence for 2 Years' and Audited Financial Statements for both years are available then average of 2 years shall be considered. Similarly, if only one-year's Audited Financial Statements is available, the same will be considered for net-worth calculations). Same Philosophy shall be applicable for partnership firms also.</p>	Duly authorized copies of audited financials for preceding last three Financial Years are to be submitted by bidder.

C. Notes to the QR:

Sl. No.	Finalised based on deliberation of QR Committee
1.	<p>Financial QR:</p> <p>The Bidder shall also furnish documentary evidence/ declaration regarding Financial re-structuring of the company, if any. If the opening of the bids or the ascertainment of qualification is carried out after 30th September, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to Clarification, the Bid shall be rejected.</p> <p>•In case of proprietorship/ partnership (as applicable as per sl.no-1 of Eligibility Criteria), ITR along with management signed accounts to be submitted, if audit is not required.</p> <p>•In case of Proprietor / Partnership firm, where auditing of Balance Sheet is not required, the date of ITR (if extended) to be considered. Proof of extension from the Income Tax Department to be submitted by the bidder.</p>
2.	For Start-up firms as per Gazette Notifications dated 17-Feb-2016, G.S.R. 180 (E) and MSEs, relaxation will be given in this tender as per Clause No. 2.4 of Section-2 of this tender.
3.	<p><u>In case of holding company:</u> - The holding subsidiary relationship should be in existence for at least one year as on the date of submission of the bids.</p> <ul style="list-style-type: none"> • "In case bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder furnishes the following further documents on substantiation of its qualification: • Copies of the unaudited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of the Holding Company with a letter of undertaking from holding company supported by Board pledging unconditional and financial support. Irrevocable in the format enclosed in Attachemnt-9 of Section-6, Forms & Procedures. • A certificate from the CEO/CFO of the holding company, stating that the unaudited consolidated financial statements form part of the Consolidated Annual Report of the Company.

Sl. No.	Finalised based on deliberation of QR Committee
	<ul style="list-style-type: none"> • In case a bidder does not satisfy the financial criteria, the holding company would be required to meet the stipulated turn over requirements, provided that the net worth of such holding company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the holding company. In such an event, the bidder would be required to furnish along with its bid, a letter of Undertaking from the holding company, supported by the Board Resolution, as per the format enclosed in the bid documents (Attachemnt-9 of Section-6, Forms & Procedures), pledging unconditional and irrevocable financial support for the execution of the Contract by the bidders in case of award. • In case the Bidder meets the requirement of Net worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its Holding Companies wherever applicable, the Net worth of the Bidder and its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% of their total paid up share capital. However individually, their Net worth should not be less than 75% of their respective paid up share capitals.” • The supporting documents in support of above Qualification Requirement should be submitted along with tender document, otherwise Techno-commercial offer submitted by the bidder is liable to be considered as non-responsive. • All the required documents must be properly annexed and submitted as mentioned above with necessary details in brief

Attachment – A

Tender Document No/Package No:

Dated:

(CERTIFICATE FROM HR HEAD FOR AVAILABILITY OF REQUISITE RESOURCES)

Bidder's Name& Address

To,
Head (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-5, 4th Floor, SCOPE Complex,
Lodhi Road, New Delhi-110003

Sub:

1.0 With reference to our bid proposal no
dated for / Package no
Dated, we hereby confirm that undermentioned IT professional are on payroll of the
M/s (bidder) as on date.

Sl. No.	Name	Employee No.	Joining date	Domain/ expertise	Total experience in the domain	Certified (Yes/No)	Date of certification	Certificate Number

Date:

Signature:

Place:

Printed Name:

Designation: Common Seal

Note: In the absence of this certificate, the bid shall be rejected and shall be returned unopened. Bidder can take a printout of it and sign.

Attachment – B

Tender Document No/Package No:

Dated:

(CERTIFICATE FROM BIDDER FOR AVAILABILITY LOCAL SUPPORT OFFICE)

Bidder's Name& Address

To,
Head (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-5, 4th Floor, SCOPE Complex,
Lodhi Road, New Delhi-110003

Sub:

1.0 With reference to our bid proposal no
dated for / Package no.
Dated, we hereby confirm that we have local support office (within India) at the
undermentioned address. Details of support structure is also attached herewith.

.....
.....
.....
.....

Date:

Signature:

Place:

Printed Name:
Designation: Common Seal

Note: In the absence of this certificate, the bid shall be rejected and shall be returned unopened. Bidder can take a printout of it and sign.

Tender Document No/Package No:

Dated:

**(CERTIFICATE FROM BIDDER FOR MINIMUM DISTANCE BETWEEN PROPOSED
DC & DR)**

Bidder's Name& Address

To,
Head (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-5, 4th Floor, SCOPE Complex,
Lodhi Road, New Delhi-110003

Sub:

1.0 With reference to our bid proposal no
dated for / Package no.
Dated, we hereby confirm that aerial distance between proposed DC & DR is not less
than 100 KMs

.....
.....
.....
.....

Date:

Signature:

Place:

Printed Name:
Designation: Common Seal

Note: In the absence of this certificate, the bid shall be rejected and shall be returned unopened. Bidder can
take a printout of it and sign.

Master Service Agreement

Procurement of Cloud Services

Version 1.0

***Ministry of Electronics
& Information Tech.,
Government of India***



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Purpose

The purpose of this document is to provide a Master Service Agreement (MSA) that a Government Department can enter into with the Cloud Service Provider / Managed Service Provider to take care of the risks and challenges associated with the procurement and consumption of the third party Cloud Services. The Government Department may incorporate additional provisions, clauses, and terms & conditions in this MSA to meet its Project specific requirements.

Background

It has been three years since the first round of empanelment of Cloud Service Offerings of Cloud Service Providers (CSPs) by MeitY in September 2016. During this period, a significant number of Government Departments have procured empaneled Cloud Service Offerings and consuming them. As these Government Departments, which have just embarked on their Cloud expedition, continue consuming Cloud Services, they need to make sure that their information assets are adequately protected, the Cloud Services being consumed by them are meeting the expected performance levels, they have sufficient controls to monitor the Cloud environments, and they are charged for the actual consumption of the Cloud Services, among other assurances. It is in this context, this document identifies critical areas related to the Cloud procurement and consumption; and provides a Master Service Agreement (MSA) through which the Government Department can govern its contract with the Managed Service Provider.

a. Empanelment of Cloud Service Offerings

MeitY has recently revised the empanelment strategy and floated additional requirements for CSPs who's Cloud Services are already empaneled with MeitY. The revised strategy for empanelment of Cloud Service Offerings of CSPs is based on the three key tenets - (i) ease in offering Cloud Services to government and public sector organizations, (ii) faster procurement by the government and public sector organizations, and (iii) continuous monitoring of Cloud Service Providers and their offerings. The revised empanelment strategy allows CSPs to offer Cloud Services under all three categories of Cloud Service Models.

1. Infrastructure as a Service (IaaS)
2. Platform as a Service (PaaS)
3. Software as a Service (SaaS)

In the revised empanelment process, detailed audit of each CSP shall be conducted before its services are empaneled with MeitY. This audit shall be valid for a duration of three years. Thereafter, each CSP shall also undergo a surveillance audit every year for the following two requirements.

- (i) Minimum security requirements specified by MeitY
- (ii) Any additional requirements specified by MeitY / requirements arising out of any additional service proposed to be offered by the CSP

b. Guidelines for Procurement of Cloud Services

To facilitate the end user departments in procuring/ adopting Cloud Computing services, MeitY has prepared broad guidelines highlighting key considerations that Government Departments need to be aware of when procuring Cloud Services. The Cloud Procurement Guidelines may be seen on the MeghRaj webpage at https://meity.gov.in/writereaddata/files/Guidelines-Procurement_Cloud_Services.pdf.

MeitY has also prepared a document to assist government organizations in procuring Cloud Services through the Government eMarketplace (GeM) platform. This document may be seen on the MeghRaj webpage at https://meity.gov.in/writereaddata/files/Guidelines_GeM_Procurement.pdf.

1. Master Service Agreement

THIS MASTER SERVICE AGREEMENT (“Agreement”) is made on this the <***> day of <***> 20... at <***>, India.

BETWEEN

----- having its office at -----
----- India hereinafter referred to as ‘Purchaser’ /
‘**Purchaser**’ or ‘-----’, which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office at <***> (hereinafter referred to as ‘**the Managed Service Provider**’ which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the ‘**Parties**’ and individually as a

‘**Party**’.

WHEREAS:

1. Purchaser is desirous to procure the Cloud services.
2. In furtherance of the same, Purchaser undertook the selection of a suitable Managed Service Provider through a competitive bidding process available on Government eMarketplace (GeM) for implementing the Project and in this behalf invited bids dated <***>.
3. The successful bidder has been selected as the Managed Service Provider on the basis of the bid response to undertake the execution of the Project.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1.1. Definitions and Interpretations

1.1.1. Definitions

Terms and expressions used in this Agreement shall have the meanings set out below.

Term	Meaning
Adverse Effect	<p>means material adverse effect on</p> <p>(a) the ability of the Managed Service Provider to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or</p> <p>(b) the legal validity, binding nature or enforceability of this Agreement;</p>
Agreement	means Master Services Agreement along with Service Level Agreement and Non-Disclosure Agreement
Applicable Law(s)	means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
Confidential Information	<p>means all information including Purchaser Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);</p> <p>All such information in whatever form or mode of transmission, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the Project during its implementation and which has been explicitly marked as “confidential”, or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within <15 days> from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.</p>
Control	<p>means, in relation to any business entity, the power of a person to secure</p> <p>(i) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or</p> <p>(ii) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in</p>

Term	Meaning
	accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership;
Deliverables	means the services, products, solution and infrastructure agreed to be delivered by the Managed Service Provider in pursuance of the Agreement as defined more elaborately in the scope of work and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications;
Effective Date	shall have the same meaning ascribed to it in Clause 1.2;
Force Majeure	shall have the same meaning ascribed to it in Clause 1.15;
GoI	means the Government of India;
Indemnifying Party	shall have the same meaning ascribed to it in Clause 1.14 (a);
Indemnified Party	shall have the same meaning ascribed to it in Clause 1.14 (a);
Intellectual Property Rights	means all rights in written designs and copyrights, moral rights, rights in databases and Bespoke Software / Pre-existing work including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration);
Material Breach	means a breach by either Party (Purchaser or Managed Service Provider) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure;
Parties	means Purchaser and Managed Service Provider for the purposes of this Agreement and " Party " shall be interpreted accordingly;
Purchaser Data	means all proprietary data of the Government Department or its nominated agencies generated out of operations and transactions, documents all taxpayers data and related information including but not restricted to user data which the Managed Provider obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement;
Services	means the services delivered to the Stakeholders of Purchaser or its nominated agencies, employees of Purchaser or its nominated agencies, and to professionals, using the tangible and intangible

Term	Meaning
	assets created, procured, installed, managed and operated by the Managed Service Provider including the tools of information and communications technology
Service Level	means the level of service and other performance criteria which will apply to the Services delivered by the Managed Service Provider;
SLA	means the Availability, Performance, Security, Support, Helpdesk, Disaster Recovery, Audit, Monitoring and other SLAs executed as part of this Master Service Agreement;
Stakeholders	means Purchaser or its nominated agencies, citizens, employees, Departments of State Government, etc.

1.1.2. Interpretation

In this Agreement, unless otherwise specified:

- a) references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;
- b) use of any gender includes the other genders;
- c) references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d) references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- f) references to times are to Indian Standard Time;
- g) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- h) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

1.1.3. Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to two decimal places, with the third digit of five or above being rounded up and below five being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

1.1.4. Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- b) as between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
- c) as between any value written in numerals and that in words, the value in words shall prevail.

1.2. Term and Duration of the Engagement

This Agreement shall come into effect on <***> 201- (hereinafter the 'Effective Date') and shall continue till operation and maintenance completion date which shall be the date of the completion of the operation and maintenance to the Purchaser or its nominated agencies, unless terminated earlier (as per Clause 1.13), in which case the contract will get terminated on fulfillment of all obligations mentioned as per Clause 1.13 and 1.23.

1.3. Conditions Precedent

1.3.1. Provisions to take effect upon fulfillment of Conditions Precedent

Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfillment of all the Conditions Precedent set out below. However, Purchaser or its nominated agencies may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Managed Service Provider.

For the avoidance of doubt, it is expressly clarified that the obligations of the Parties (or its nominated agencies) under this Agreement shall commence from the fulfillment of the Conditions Precedent as set forth below.

1.3.2. Conditions Precedent of the Managed Service Provider

The Managed Service Provider shall be required to fulfill the Conditions Precedent which is as follows:

- a) to provide a Performance Security/Guarantee, if demanded by the Purchaser, and other guarantees/ payments within <21 days> of the receipt of notification of award from the Purchaser; and
- b) to provide the Purchaser or its nominated agencies certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this Agreement by the Managed Service Provider (optional).

1.3.3. Conditions Precedent of the Purchaser

The Purchaser shall be required to fulfill the Conditions Precedents which are as follows:

- a) Handing over of <project office> (if applicable)

- b) Necessary clearances associated with the execution of the project, unless specified to be performed by the Managed Service Provider
- c) Approval of the Project by a Competent Authority, etc.

1.3.4. Extension of time for fulfillment of Conditions Precedent

The Parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the Term of this Agreement.

1.3.5. Non-fulfillment of the Managed Service Provider's Conditions Precedent

- a) In the event that any of the Conditions Precedent of the Managed Service Provider has not been fulfilled within <15 days> of signing of this Agreement and the same have not been waived fully or partially by Purchaser or its nominated agencies, this Agreement shall cease to exist;
- b) In the event that the Agreement fails to come into effect on account of non-fulfillment of the Managed Service Provider's Conditions Precedent, the Purchaser or its nominated agencies shall not be liable in any manner whatsoever to the Service Provider and the Purchaser shall forthwith forfeit the Earnest Money Deposit, if taken.
- c) In the event that possession of any of the Purchaser or its nominated agencies facilities has been delivered to the Managed Service Provider prior to the fulfillment of the Conditions Precedent, upon the termination of this Agreement such shall immediately revert to Purchaser or its nominated agencies, free and clear from any encumbrances or claims.

1.4. Change of Control

- a) In the event of a change of control of the Managed Service Provider during the Term, the Managed Service Provider shall promptly notify Purchaser and/or its nominated agencies of the same.
- b) In the event that the net worth of the surviving entity is less than that of Managed Service Provider prior to the change of control, the Purchaser or its nominated agencies may within 30 days of becoming aware of such change in control, require a replacement of existing Performance Guarantee, if applicable, furnished by the Managed Service Provider from a guarantor acceptable to the Purchaser or its nominated agencies (which shall not be Managed Service Provider or any of its associated entities).
- c) If such a guarantee is not furnished within 30 days of the Purchaser or its nominated agencies requiring the replacement, the Purchaser may exercise its right to terminate this Agreement within a further 30 days by written notice, to become effective as specified in such notice.
- d) Pursuant to termination, the effects of termination as set out in Clause 1.13 of this Agreement shall follow.

For the avoidance of doubt, it is expressly clarified that the internal reorganization of the Managed Service Provider shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

1.5. Representations and Warranties

1.5.1. Representations and warranties of the Managed Service Provider

The Managed Service Provider represents and warrants to the Purchaser or its nominated agencies that:

- a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- b) it is a competent provider of a variety of Cloud and managed services;
- c) it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- d) from the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- e) in providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to Purchaser's normal business operations;
- f) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- g) the information furnished in the Managed Service Provider's response to the RFP and any subsequent clarification pertaining to the evaluation process, furnished on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;
- h) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- i) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- j) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- k) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this

Agreement;

- l) no representation or warranty by it contained herein or in any other document furnished by it to Purchaser or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- m) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of Purchaser or its nominated agencies in connection therewith.

1.5.2. Representations and warranties of the Purchaser or its nominated agencies

Purchaser or its nominated agencies represent and warrant to the Managed Service Provider that:

- a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;
- b) it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- c) it has the financial standing and capacity to perform its obligations under the Agreement;
- d) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- e) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
- f) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- g) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
- h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on the Purchaser or its nominated agencies ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations

under this Agreement;

- i) it has complied with Applicable Laws in all material respects;
- j) all information provided by it in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and
- k) upon the Managed Service Provider performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Managed Service Provider, in accordance with this Agreement.

1.6. Obligations of the Purchaser or its Nominated Agencies

Without prejudice to any other undertakings or obligations of the Purchaser or its nominated agencies under this Agreement, the Purchaser or its nominated agencies shall perform the following:

- a) The key obligations and roles & responsibilities of the Purchaser is specified in the document named “Guidelines for Managed Service Providers Offering Cloud Services through Government e-Marketplace (GeM)”.
- b) To provide any support through personnel to test the system/application/solution during the Term;
- c) To provide any support through personnel and/or test data during various phases of the Project whenever required due to scope change that may arise due to business, delivery or statutory/regulatory reasons;
- d) Purchaser shall provide the data (including in electronic form wherever available) to be migrated.
- e) To authorize the Managed Service Provider to interact for execution of the Project with external entities such as the other Government Departments, state treasury, authorized banks, trademark database, etc.
- f) Provide prompt deliverable feedback: Within <21 working days> from the submission of a deliverable/SLA and performance reports, the Purchaser shall provide a sign offs on the deliverable or its comments for changes.

1.7. Obligations of the Managed Service Provider

- a) It shall provide to the Purchaser or its nominated agencies, the Deliverables as specified by the Purchaser.
- b) The key obligations and roles & responsibilities of the Managed Service Provider is specified in the document named “Guidelines for Managed Service Providers Offering Cloud Services through Government e-Marketplace (GeM)”.
- c) It shall perform the Services in a good and workmanlike manner commensurate with industry and technical standards which are generally in effect for international projects and innovations pursuant thereon similar to those contemplated by this Agreement, and so as to comply with the applicable Service Levels.
- d) It shall ensure that the Services are being provided as per the Project Timelines set out by the Purchaser.

1.8. Approvals and Required Consents

- a) The Parties shall cooperate to procure, maintain and observe all relevant and regulatory and governmental licenses, clearances and applicable approvals (hereinafter the “*Required Consents*”) necessary for the Managed Service Provider to provide the Services. The costs of such Approvals shall be borne by the Party normally responsible for such costs according to local custom and practice in the locations where the Services are to be provided.
- b) The Purchaser or its nominated agencies shall use reasonable endeavors to assist Managed Service Provider to obtain the Required Consents (*or vice versa, depending on the Scope of work*). In the event that any Required Consent is not obtained, the Managed Service Provider and the Purchaser or its nominated agencies will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the Purchaser or its nominated agencies to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Required Consent is obtained, provided that the Managed Service Provider shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Required Consents are obtained if and to the extent that the Managed Service Provider’s obligations are not dependent upon such Required Consents.

1.9. Use of Assets by the Managed Service Provider

During the Term, the Managed Service Provider shall:

- a) take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the Project and other facilities leased / owned / operated by the Managed Service Provider exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement (hereinafter the “**Assets**”) in proportion to their use and control of such Assets; and
- b) keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the Managed Service Provider takes control of and/or first uses the Assets and during the entire Term of the Agreement.
- c) ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the Managed Service Provider will be followed by the Managed Service Provider and any person who will be responsible for the use of the Assets;
- d) take such steps as may be properly recommended by the manufacturer of the Assets and notified to the Managed Service Provider or as may, in the reasonable opinion of the Managed Service Provider, be necessary to use the Assets in a safe manner;
- e) ensure that the Assets that are under the control of the Managed Service Provider, are kept suitably housed and in conformity with Applicable Law;
- f) procure permission from the Purchaser or its nominated agencies and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements;
- g) not knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law.

1.10. Access to the Purchaser or its Nominated Agencies' Locations

- a) For so long as the Managed Service Provider provides services to the Purchaser or its nominated agencies' location, as the case may be, on a non-permanent basis and to the extent necessary, the Purchaser as the case may be or its nominated agencies shall, subject to compliance by the Managed Service Provider with any safety and security guidelines which may be provided by the Purchaser as the case may be or its nominated agencies and notified to the Managed Service Provider in writing, provide the Service Provider with:
 - (i) reasonable access, in the same manner granted to the Purchaser or its nominated agencies employees, to the Purchaser's location as the case may be
 - (ii) reasonable work space, access to office equipment as mutually agreed and other related support services in such location and at such other Purchaser's location, as the case may be, as may be reasonably necessary for the Managed Service Provider to perform its obligations hereunder and under the SLA.
- b) Access to locations, office equipments and services shall be made available to the Managed Service Provider on an “as is, where is” basis / in appropriate working condition (as per scope of work defined by the Purchaser as the case may be or its nominated agencies. The Managed Service Provider agrees to ensure that its employees, agents and contractors shall not use the location, services and equipment for the following purposes:

- (i) for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
- (ii) in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality).

1.11. Management Phase

1.11.1. Governance

The review and management process of this Agreement shall be carried out in accordance with the Governance Schedule set out in Schedule I of this Agreement and shall cover all the management aspects of the Project.

1.11.2. Use of Services

- a) The Purchaser as the case may be or its nominated agencies, will undertake and use the Services in accordance with any instructions or procedures as set out in this Agreement or any agreement that may be entered into between the Parties from time to time;
- b) The Purchaser as the case may be or its nominated agencies shall be responsible for the operation and use of the Deliverables resulting from the Services.

1.11.3. Changes

Unless expressly dealt with elsewhere in this Agreement, any changes under or to this Agreement shall be dealt with in accordance with the Change Control Schedule set out in Schedule II of this Agreement.

1.11.4. Security and Safety

- a) The Managed Service Provider shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act or Telegraph Act including the regulations issued by Dept. of Telecom (wherever applicable), IT Security Manual of the Purchaser and follow the industry standards related to safety and security, insofar as it applies to the provision of the Services.
- b) Each Party to the Agreement shall also comply with Purchaser or the Government of India, and the respective State's security standards and policies in force from time to time at each location of which Purchaser or its nominated agencies make the Managed Service Provider aware in writing insofar as the same apply to the provision of the Services.
- c) The Parties to the Agreement shall use reasonable endeavors to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Purchaser as the case may be or any of their nominees data, facilities or Confidential Information.
- d) The Managed Service Provider shall upon reasonable request by the Purchaser as the case may be or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.

- e) As per the provisions of this Agreement, the Managed Service Provider shall promptly report in writing to the Purchaser or its nominated agencies, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of Purchaser as the case may be.

1.11.5. Cooperation

Except as otherwise provided elsewhere in this Agreement, each Party ("**Providing Party**") to this Agreement undertakes promptly to provide the other Party ("**Receiving Party**") with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and co-operation:

- a) does not require material expenditure by the Providing Party to provide the same;
- b) is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement;
- c) cannot be construed to be Confidential Information; and
- d) is capable of being provided by the Providing Party.

1.12. Financial Matters

1.12.1. Terms of Payment

The Cloud Services Bouquet prepared by MeitY allows Government Departments to procure Cloud Services on hourly, monthly or yearly basis (pricing model). The Government Department, for its most suitable pricing model, shall discover the individual unit prices of each of the Cloud Services for the total duration of the project. The Government Department, irrespective of the pricing models, shall pay to the Managed Service Provider for the actual consumption of the Cloud Services.

- a) The Managed Managed Service Provider shall provide, in the Commercial Proposal, the individual prices of each of the Cloud Services, specified by the Purchaser, for the total duration of the project.
- b) The Purchaser shall pay to the Managed Service Provider for the actual consumption of the Cloud Services during the project duration, and not on the basis of the project duration.
- c) The Managed Service Provider shall not increase the fee of the Cloud Services being consumed by the Purchaser during the entire duration of the project, unless there is an agreed provision in the Cloud Contract.
- d) The Managed Service Provider shall be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on it upon or with respect to the transactions and payments under this Contract.
- e) The Purchaser may make payment to the Managed Service Provider at the end of the month, quarter or year based on the actual usage of the services and as per the "Unit Costs" discovered under the Commercial Proposal.

- f) In consideration of the Services and subject to the provisions of this Agreement, the Purchaser shall pay the Managed Service Provider for the Services rendered in pursuance of this Agreement.
- g) Payments shall be subject to the application of liquidated damages or SLA penalties and its adjustments/corrections as may be provided for in the Agreement and the SLA.
- h) Save and except as otherwise provided for herein or as agreed between the Parties in writing, the Purchaser shall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the Managed Service Provider performance of any obligations under this Agreement or the SLA) other than those covered in this Agreement.

1.12.2. Invoicing and Settlement

- a) Subject to the specific terms of the Agreement and the SLA, the Managed Service Provider shall submit its invoices in accordance with the following principles:
 - (i) The Purchaser shall be invoiced by the Managed Service Provider for the Services. Generally and unless otherwise agreed in writing between the Parties or expressly set out in the SLA, the Managed Service Provider shall raise an invoice as per this Agreement; and
 - (ii) Any invoice presented in accordance with this Clause shall be in a form agreed with the Purchaser.
- b) The Managed Service Provider alone shall invoice all payments after receiving due approval of completion of payment milestone from the competent authority. Such invoices shall be accurate with all adjustments or changes in the terms of payment. The Managed Service Provider shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the change relating to such Service is (i) authorized or (ii) incurred, whichever is later.
- c) Payment shall be made within <30 working days> of the receipt of invoice along with supporting documents by the Purchaser subject to deduction of applicable liquidated damages or SLA penalties. The penalties are imposed on the Managed Service Provider as per the SLA criteria specified in the SLA.
- d) The Purchaser shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Managed Service Provider where the Purchaser disputes/withholds such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed / withheld amount shall be settled in accordance with the escalation procedure as set out in this Agreement. Any exercise by the Purchaser under this Clause shall not entitle the Managed Service Provider to delay or withhold provision of the Services.
- e) The Managed Service Provider shall be solely responsible to make payment to its sub-contractors, if they are expressly approved by the Purchaser to work with the Managed Service Provider.

1.12.3. Tax

- a) The Purchaser or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the Managed Service Provider wherever applicable. The Managed Service Provider shall pay for all other taxes in connection with this Agreement, SLA, scope of work and any other engagement required to be undertaken as a part of this Agreement,

including, but not limited to property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties.

- b) The Purchaser or its nominated agencies shall provide Managed Service Provider with the original tax receipt of any withholding taxes paid by Purchaser or its nominated agencies on payments under this Agreement. The Managed Service Provider agrees to reimburse and hold the Purchaser or its nominated agencies harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among the Purchaser or its nominated agencies, the Managed Service Provider and third party subcontractors, if any.
- c) The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the Parties shall provide each other with the following:
 - (i) any resale certificates;
 - (ii) any relevant information regarding out-of-state or use of materials, equipment or services; and
 - (iii) any direct pay permits, exemption certificates or information reasonably requested by the other Party.

1.13. Termination

1.13.1. For Material Breach

- a) In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month's notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the Purchaser or Managed Service Provider, as the case may be 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:
 - (i) Managed Service Provider becomes insolvent, bankrupt, resolution is passed for the winding up of the Managed Service Provider's organization;
 - (ii) Information provided to the Purchaser is found to be incorrect;
 - (iii) Contract conditions are not met as per the requirements specified in the application document;
 - (iv) Misleading claims about the empanelment status with MeitY are made;
 - (v) If the Managed Service Provider fails to perform any other obligation(s) under the Agreement
 - (vi) If the Managed Service Provider is not able to deliver the services as per the SLAs which translates into Material Breach, then the Purchaser may serve a 30 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the Purchaser will have the option to terminate this Agreement. Further, the Purchaser may offer a reasonable opportunity to the Managed Service Provider to explain the circumstances leading to such a breach.

- b) In the event, the Purchaser terminates the Agreement in whole or in part, the Purchaser may procure, upon such terms and conditions as it deems appropriate, services similar to those undelivered, and the Managed Service Provider shall be liable to the Purchaser for any excess costs for such similar services where such excess costs shall not exceed 10% of the value of the undelivered services. However, the Managed Service Provider shall continue to work with the Purchaser to the extent not terminated. On termination, the exit management and transition provisions as per the Agreement will come into effect.
- c) The Purchaser may by giving a one month's written notice, terminate this Agreement if a change of control of the Managed Service Provider has taken place. For the purposes of this Clause, in the case of Managed Service Provider, change of control shall mean the events stated in Clause 1.4, and such notice shall become effective at the end of the notice period as set out in Clause 1.4.
- d) In the event that Managed Service Provider undergoes such a change of control, Purchaser may, as an alternative to termination, require a full Performance Guarantee for the obligations of Managed Service Provider by a guarantor acceptable to Purchaser or its nominated agencies. If such a guarantee is not furnished within 30 days of Purchaser's demand, the Purchaser may exercise its right to terminate this Agreement in accordance with this Clause by giving 15 days further written notice to the Managed Service Provider.
- e) The termination provisions set out in this Clause shall apply *mutatis mutandis* to the SLA.

1.13.2. Termination for Convenience

- a) The Purchaser may at any time terminate the Contract for any reason by giving the Managed Service Provider a notice of termination that refers to this clause.
- b) Upon receipt of the notice of termination under this clause, the Managed Service Provider shall either as soon as reasonably practical or upon the date specified in the notice of termination:
 - (i) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the system/application/solution already executed, or any work required to leave the site in a clean and safe condition;
 - (ii) terminate all subcontracts, if any, except those to be assigned to the Purchaser pursuant to Clause 1.13.2 (d) (ii) below;
- c) remove all Managed Service Provider's equipment from the site, repatriate the Managed Service Provider's and its Subcontractors' personnel, if any, from the site, remove from the site any wreckage, rubbish, and debris of any kind;
- d) in addition, the Managed Service Provider shall:
 - (i) deliver to the Purchaser the parts of the system/application/solution executed by the Managed Service Provider up to the date of termination;
 - (ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Managed Service Provider to the system/subsystem/application/solution/, as at the date of termination, and, as may be required by the Purchaser, in any subcontracts, if any, concluded between the Managed Service Provider and its Subcontractors;
 - (iii) deliver to the Purchaser all non-proprietary drawings, specifications, and other documents prepared by the Managed Service Provider or its Subcontractors, if any,

as of the date of termination in connection with the system/application/solution.

1.13.3. Effects of termination

- a) In the event that Purchaser terminates this Agreement pursuant to failure on the part of the Managed Service Provider to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee, if any, furnished by Managed Service Provider may be forfeited.
- b) Upon termination of this Agreement, the Parties will comply with the Exit Management Plan as set out in the “Guidelines for Managed Service Providers Offering Cloud Services through Government e-Marketplace (GeM)” and Clause 1.23 of this Agreement.

1.13.4. Termination of this Agreement due to Bankruptcy of Managed Service Provider

The Purchaser may serve written notice on Managed Service Provider at any time to terminate this Agreement with immediate effect in the event that the Managed Service Provider reporting an apprehension of bankruptcy to the Purchaser or its nominated agencies

1.14. Indemnification & Limitation of Liability

- a) Subject to Clause 1.14 (d) below, Managed Service Provider (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively “Loss”) on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.
- b) If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
- c) Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by
 - (i) Indemnified Party's misuse or modification of the Service;
 - (ii) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
 - (iii) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;

However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either

- (i) Procure the right for Indemnified Party to continue using it

- (ii) Replace it with a noninfringing equivalent
- (iii) Modify it to make it noninfringing.

The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

d) The indemnities set out in Clause 1.14 shall be subject to the following conditions:

- (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
- (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- (v) all settlements of claims subject to indemnification under this Clause will:
 - (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- (ix) if a Party makes a claim under the indemnity set out under Clause 1.14 (a) above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

e) The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the

work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 1.14 and breach of Clause 1.11.4.

- f) In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set-forth in Clause 1.14 (a) even if it has been advised of their possible existence.
- g) The allocations of liability in this Section 1.14 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

1.15. Force Majeure

(i) Definition of Force Majeure

- a. “Force Majeure” shall mean any event beyond the reasonable control of either Party, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected.

(ii) Force Majeure events

A Force Majeure shall include, without limitation, the following:

- a. war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
 - b. strike, lockout (strike and lockout not caused due to either Party’s default), sabotage embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
 - c. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
- (iii) If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within five (5) days after the occurrence of such event.
 - (iv) The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party’s performance is prevented, hindered, or delayed. The time for achieving Final Acceptance shall be extended.

- (v) The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract.
- (vi) No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
 - a. constitute a default or breach of the Contract;
 - b. give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance, if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.
- (vii) If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.
- (viii) In the event of termination pursuant to material breach, the rights and obligations of the Managed Service Provider and Purchaser shall be as specified in the clause titled Termination.
- (ix) For the avoidance of doubt, it is expressly clarified that the failure on the part of the selected Managed Service Provider under this Agreement or the service levels to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the service levels against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Managed Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).
- (x) For the Managed Service Provider to take benefit of this clause, it is a condition precedent that the Managed Service Provider must promptly notify Purchaser, in writing of such conditions and the cause thereof within five calendar days of the arising of the Force Majeure event. Purchaser, or the consultant / committee appointed by Purchaser shall study the submission of the Managed Service Provider and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by Purchaser in writing, the Managed Service Provider shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.
- (xi) In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, Purchaser and the Managed Service Provider 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 Purchaser shall be final and binding on the Managed Service Provider.

1.16. Adherence to the Empanelment Terms & Conditions

The Managed Service Provider shall ensure that the underlying Cloud Managed Service Provider is adhering to all the terms and conditions specified in the MeitY's CSP Empanelment RFP at all times during the tenure of the Purchaser's project.

1.17. Information Security

One of the most critical issues that need to be addressed in the Cloud Contract / Agreement is the security of the data and application. The level of sensitivity of data requires different controls to be put in place in the Cloud to prevent a compromise.

1.17.1. Compliances and Certifications

- (i) As part of the empanelment process, MeitY has mandated CSPs to have following certifications.
 - a. ISO 27001:2013 – Information security management systems requirements (Data Center and the Cloud Services should be certified for the ISO 27001 standard)
 - b. ISO 20000:1 - Service management system requirements (NOC and SOC offered for the Data Center and the managed services quality should be certified for ISO 20000:1)
 - c. ISO 27017 - Code of practice for information security controls based on ISO/IEC 27002 for Cloud Services
 - d. ISO 27018 - Code of practice for protection of Personally Identifiable Information (PII) in Public Clouds acting as PII processors
 - e. TIA-942-B / UPTIME (Tier III or higher) – Data centre standard covering site space and layout, cabling infrastructure, tiered reliability and environmental considerations

The Managed Service Provider shall ensure the sustenance of the above certificates and compliances applicable to the underlying CSPs during the entire duration of the project. The Managed Service Provider is required to possess and sustain following certifications in addition to ensuring the sustenance of the above certificates and compliances applicable to the underlying CSP during the entire duration of the project.

- a. ISO 27001:2013 – Information security management systems requirements
 - b. ISO 20000:1 - Service management system requirements
- (ii) If the Purchaser has financial and payment related data that is proposed to be hosted on the Cloud, the Managed Service Provider shall provide *Payment Card Industry Data Security Standard (PCI DSS)* compliant technology infrastructure of underlying CSP for storing, processing, and transmitting payment related information in the Cloud. This standard is required if the transactions involve credit card payments.
- (iii) CSPs are audited by STQC regularly for the requirements specified in the CSPs Empanelment RFP and for other guidelines & security requirements specified by MeitY or any standards body setup / recognized by Government of India from time to time and notified to the CSPs.

- a. The Managed Service Provider shall ensure that the underlying CSP complies or meets any security requirements applicable to it either published (or to be published) by MeitY or the Purchaser or any standards body setup / recognized by Government of India from time to time and notified to the Managed Service Provider / MeitY empaneled CSP as a mandatory guideline / standard.
- b. The Managed Service Provider shall meet all the security requirements indicated in the IT Act 2000 and rules & regulations as amended from time to time. The underlying CSP shall meet all terms and conditions of the Empanelment of Cloud Service Offerings of Cloud Managed Service Providers and shall continuously comply with the audit criteria defined by STQC.

1.17.2.Privacy and Security Safeguards

- (i) The Managed Service Provider shall implement reasonable and appropriate measures to secure the Purchaser's data and content against accidental or unlawful loss, access or disclosure.
- (ii) If the data is classified as sensitive / confidential / restricted, the Managed Service Provider shall ensure that the data is encrypted as part of a standard security process for sensitive / confidential / restricted content or choose the right cryptographic algorithms evaluating security, performance, and compliance requirements specific to the Purchaser's application and may choose from multiple key management options approved by the Purchaser.
- (iii) The Managed Service Provider shall notify the Purchaser promptly in the event of security incidents or intrusions, or requests from foreign governments / their agencies for access to the data, to enable the Purchaser to manage these events proactively.
- (iv) The Managed Service Provider shall not delete any data at the end of the Agreement/Contract (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of the Purchaser. After the approval to delete the data is accorded by the Purchaser, the Managed Service Provider shall ensure that all the storage blocks or multiple copies of data, if any, are unallocated or zeroed out so that it cannot be recovered. If due to some regulatory reasons, it is required to securely decommission data, the Purchaser can implement data encryption at rest using Purchaser's managed keys, which are not stored in the Cloud. Then Purchaser may delete the key used to protect the decommissioned data, making it irrecoverable.
- (v) The Managed Service Provider shall report to the Purchaser, in writing, of information security breaches 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.
- (vi) The Managed Service Provider shall undertake to treat information passed on to it under this Agreement/Contract as classified. Such Information shall not be communicated / published / advertised by the Managed Service Provider to any person/organization without the express permission of the Purchaser.
- (vii) The Managed Service Provider shall not use/process the service attributes and data associated with Cloud and managed services for the purposes beyond the scope of the current project.

1.17.3. Confidentiality

- (i) The Managed Service Provider shall maintain confidentiality, integrity, availability and privacy of the Purchaser data. The Managed Service Provider shall execute Non-Disclosure Agreement (NDA) with the Purchaser with respect to this Project. Following information is excluded from the NDA.
 - a. information already available in the public domain;
 - b. information which has been developed independently by the Managed Managed Service Provider;
 - c. information which has been received from a third party who had the right to disclose the aforesaid information;
 - d. Information which has been disclosed to the public pursuant to a court order.
- (ii) The subcontractors, other than the Managed Service Provider, after the express approval by the Purchaser, shall be permitted to obtain the Purchaser's data only to deliver the services the Managed Service Provider has retained them to provide and shall be prohibited from using the Purchaser's data for any other purpose. The Managed Service Provider must take express approval of the Purchaser to use the services of subcontractor(s). The Managed Service Provider remains responsible for its subcontractors' compliance with Managed Service Provider's obligations under the Project.
- (iii) Disclosure of any part of the non-public information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law within India or other Statutory Authorities of Indian Government, could result in premature termination of the Agreement. The Purchaser may apart from blacklisting the Managed Service Provider, initiate legal action against the Managed Service Provider as per the applicable laws of India. The Managed Service Provider shall also not make any news release, public announcements, use of trademark or logo or any other reference on the Project, including application document / RFP, without obtaining prior written consent from the Purchaser.
- (iv) The Managed Service Provider shall notify the Purchaser as soon as possible in the event of an actual or suspected breach of data.
- (v) The Managed Service Provider shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- (vi) The Purchaser or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Managed Service Provider regarding any forbidden disclosure.
- (vii) The Managed Service Provider shall ensure that all its employees, agents and sub-contractors involved in the Project, execute individual non-disclosure agreements, which have been duly approved by the Purchaser with respect to this Project. The Managed Service Provider may submit a declaration that it has obtained the NDA from its employees. However, if the project is critical in nature, Managed Service Provider may get NDAs signed from every resource involved in the project and submit it to Purchaser (Optional).
- (viii) Any handover of the confidential information needs to be maintained in a list, both by Purchaser & Managed Service Provider, containing at the very minimum, the name of provider,

recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.

- (ix) Notwithstanding anything to the contrary mentioned hereinabove, the Managed Service Provider shall have the right to share the Letter of Intent / work order provided to it by the Purchaser in relation to this Agreement, with its prospective purchasers solely for the purpose of and with the intent to evidence and support its work experience under this Agreement.

1.17.4. Location of Data

- (i) The Managed Service Provider shall offer Cloud Services to the Purchaser from a MeitY empaneled data centre of the underlying CSP which is located within India.
- (ii) The Managed Service Provider shall store all types of data (including but not limited to account & user access data, text, audio, video, image, software, machine image, and any computational results that the Purchaser or any end user derives through their use of the Managed Service Provider's services) within the Indian Territory and as per the terms and conditions specified in the CSP's Empanelment RFP; and shall not take out / allow to take out any kind of data outside of India unless it is explicitly approved by the Purchaser.
- (iii) 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 criminal cases, legal proceedings or investigation. The Managed Service Provider shall ensure that the Purchaser/any other agency authorized by the Purchaser is able to access and retrieve such data in the underlying CSP environment in a timely fashion.
- (iv) Law Enforcement Request: The Law Enforcement Agency, as mandated under any law of India for the time being in force, may seek access to information stored on Cloud as provided by the Managed Service Provider. The onus shall be on the Managed Service Provider to perform all due diligence before releasing any such information to any such Law Enforcement Agency of India.

1.18. Audit, Access and Reporting

CSPs offer a variety of Cloud Services. However, all Cloud Services have not been empaneled with MeitY. Those Cloud Services which have been empaneled with MeitY have been audit by STQC against a set of audit criteria prepared by it, which are drawn from the CSPs Empanelment RFP and include technical, security and legal requirements, among others.

- (i) The Managed Service Provider shall ensure that the underlying CSP's service offerings comply with the audit requirements specified by MeitY/STQC through the CSPs Empanelment RFP or any other mechanism.
- (ii) The Purchaser or its nominated agency shall have the right to audit and inspect Managed Service Provider, agents and third party facilities, data centres, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:
 - a. The security, integrity and availability of all data processed, held or conveyed by the Managed Service Provider on behalf of the Purchaser and documentation related thereto;

- b. That the actual level of performance of the services is the same as specified in the SLA;
 - c. That the Managed Service Provider has complied with the relevant technical standards, and has adequate internal controls in place; and
 - d. The compliance of the Managed Service Provider with any other obligation under the MSA and SLA.
- (iii) The Managed Service Provider shall be required to demonstrate compliance to all the requirements, guidelines, standards, etc., specified in the CSPs Empanelment RFP prepared by MeitY, as and when required by the Purchaser.
- (iv) In addition to the STQC audit conducted as per the empanelment of Cloud Service Offerings of CSP with MeitY, the Managed Service Provider shall allow the Purchaser / any agency authorized by the Purchaser to conduct audit of its services including underlying CSP's Cloud environment.

1.19. Intellectual Property Rights

- a) The Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have solely arisen out of or have been developed solely during execution of this Agreement, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Managed Service Provider solely during the performance of the Services. The Managed Service Provider undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.
- b) Further, the Managed Service Provider shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are, inter-alia, necessary for use of the Deliverables, applications, services, etc. provided by the Managed Service Provider under this Agreement shall be acquired in the name of the Purchaser, prior to termination of this Agreement and which shall be assigned by the Purchaser to the Managed Service Provider for the purpose of execution of any of its obligations under the terms of this Agreement. However, subsequent to the term of this Agreement, such approvals, etc., shall endure to the exclusive benefit of the Purchaser.
- c) Pre-existing work: All intellectual property rights existing prior to the Effective Date of this Agreement shall belong to the Party that owned such rights immediately prior to the Effective Date. Subject to the foregoing, the Purchaser will also have rights to use and copy all process, specifications, reports and other document drawings, manuals, and other documents provided by Managed Service Provider as part of the scope of work under this Agreement for the purpose of this Agreement on non-exclusive, non-transferable, perpetual, royalty-free license to use basis.
- d) Ownership of documents: The Purchaser shall own all documents provided by or originating from the Purchaser and all documents produced by or from or for the Managed Service Provider in the course of performing the Services. Forthwith upon expiry or earlier termination of this Agreement and at any other time on demand by the Purchaser, the Managed Service Provider shall deliver to the Purchaser all documents provided by or originating from the Purchaser and all documents produced by or from or for the Managed Service Provider in the course of

performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Managed Service Provider shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

- e) The ownership of all IPR rights in any and all documents, artefacts, etc. (including all training materials) made during the Term for implementation of the Project under this Agreement will lie with Purchaser.
- f) Notwithstanding anything contained herein, the Managed Service Provider may use in its business activities the ideas, concepts and know-how which are retained in the unaided memories of its employees who have worked in the Project under this Agreement. The foregoing does not permit intentional memorization of the any information for the purpose of evading obligations contained in this Agreement.

1.20. Liquidated Damages

Time is the essence of the Agreement and the delivery dates are binding on the Managed Service Provider. In the event of delay or any gross negligence in implementation of the Project, for causes solely attributable to the Selected Managed Service Provider, in meeting the deliverables, the Purchaser shall be entitled at its option to recover from the Managed Service Provider as agreed, liquidated damages, a sum of <0.5%> of the value of the deliverable which suffered delay or gross negligence for each completed week or part thereof subject to a limit of <10%> of the total contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Purchaser under the contract and law. Once the maximum deduction is reached, the Purchaser may consider termination of the Contract.

1.21. Insurance Cover

1.21.1. Obligation to Maintain Insurance

- (i) In connection with the provision of the Services, the Managed Service Provider must have and maintain:
 - a) for the Agreement Period, valid and enforceable insurance coverage for:
 - (i) public liability;
 - (ii) either professional indemnity or errors and omissions;
 - (iii) workers' compensation as required by law; and
 - (iv) any additional types, if any ; and
- (ii) for <one> year following the expiry or termination of the Agreement, valid and enforceable insurance policies (if relevant).

1.21.2. Certificates of currency

The Managed Service Provider must, on request by the Purchaser, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by this Clause 1.21. The Managed Service Provider agrees to replace any coverage prior to the date of expiry/cancellation.

1.21.3. Non-compliance

Purchaser or its nominated agencies may, at its election, terminate this Agreement as per Clause 1.13, upon the failure of Managed Service Provider or notification of such failure, to maintain the required insurance coverage. Inadequate insurance coverage for any reason shall not relieve Managed Service Provider of its obligations under this Agreement.

1.22. Changes in Cloud Service Offerings

- (i) The Managed Service Provider shall inform the Purchaser, at least 3 months in advance, about the material changes that the Managed Service Provider is planning to implement in the Cloud Service being consumed by the Purchaser.
- (ii) The Managed Service Provider is not allowed to discontinue offering a Cloud Service that is being consumed by the Purchaser, unless it poses a security threat, during the entire duration of the project. If the Cloud Service Offering is being discontinued due to the security threats, the Managed Service Provider has to first get this Cloud Service Offering de-empaneled from MeitY as per the guidelines specified by MeitY and provide a 3 months' notice to the Purchaser.

1.23. Transitioning/Exit

- (i) The Managed Service Provider shall not delete any data at the end of the agreement from the underlying CSP's Cloud environment (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of the Purchaser. The Purchaser shall pay to the Managed Service Provider the cost associated with retaining the data beyond 45 days. The associated cost shall be arrived at based on the cost figures indicated in the commercial quote submitted by the Managed Service Provider.
- (ii) The underlying CSP shall be responsible for providing the tools for import / export of VMs, associated content, data, etc., and the Managed Service Provider, in consultation with the Purchaser, shall be responsible for preparation of the Exit Management Plan and carrying out the exit management / transition related activities.
- (iii) The Managed Service Provider shall provide the Purchaser or its nominated agency with a recommended exit management plan ("Exit Management Plan") or transition plan indicating the nature and scope of the underlying CSP's transitioning services. The Exit Management Plan shall deal with the following aspects of the exit management in relation to the Agreement as a whole or the particular service of the Agreement:
 - a. Transition of Managed Services
 - b. Migration from the incumbent Cloud Service Provider's environment to the new environment
- (iv) The Managed Service Provider is responsible for both transition of the services as well as migration of the VMs, Data, Content and other assets to the new environment.
- (v) The Managed Service Provider shall carry out the migration of the VMs, data, content and any other assets to the new environment (alternate Cloud Service Provider or Data Centre) identified by the Purchaser to enable successful deployment and running of the Purchaser's solution in the new environment.

- (vi) The format of the data transmitted from the current CSP to the new environment identified by the Department should leverage standard data formats (e.g., OVF, etc.) whenever possible to ease and enhance portability. The format shall be finalized in consultation with the Purchaser.
- (vii) The Managed Service Provider shall transition Purchaser's solution including retrieval of all data in the formats approved by the Purchaser.
- (viii) The Managed Service Provider shall ensure that all the documentation required by the Purchaser for smooth transition (in addition to the documentation provided by the underlying Cloud Service Provider) are kept up to date and all such documentation is handed over to the Purchaser during regular intervals as well as during the exit management process.
- (ix) The Managed Service Provider shall transfer the organizational structure developed during the term to support the delivery of the Exit Management Services. This will include:
 - a. Documented and updated functional organization charts, operating level agreements with third-party contractors, phone trees, contact lists, and standard operating procedures.
 - b. Physical and logical security processes and tools, including catalogues, badges, keys, documented ownership and access levels for all passwords, and instructions for use and operation of security controls.
- (x) The Managed Service Provider shall carry out following key activities, including but not limited to, as part of the knowledge transfer:
 - a. Preparing documents to explain design and characteristics
 - b. Carrying out joint operations of key activities or services
 - c. Briefing sessions on processes and documenting processes
 - d. Sharing the logs, etc.
 - e. Briefing sessions on the managed services, the way these are deployed on Cloud and integrated
 - f. Briefing sessions on the offerings (IaaS/PaaS/SaaS) of the underlying Cloud Service Provider
- (xi) The Managed Service Provider shall transfer know-how relating to operation and maintenance of the solution, software, Cloud Services, etc.

1.24. Service Level Agreement

Service Level Agreements (SLAs) are an important way of ensuring that the Managed Service Provider is meeting the level of service expected by the Purchaser. The Service Level Agreements (SLAs) mentioned in the document named "Model Service Level Agreements" available on the MeghRaj webpage at https://meity.gov.in/writereaddata/files/Guidelines-Service_Levels.pdf shall be applicable to Managed Service Provider and is part of this Agreement.

1.25. Suspension

- (i) The Managed Service Provider shall not suspend the right to access or use the Cloud Services without providing a written notice, 30 days in advance, to the Purchaser, unless the use of the Cloud service offerings by the Purchaser poses security risk to the Cloud Services being consumed by the Purchaser.

1.26. Conflict of Interest

- (i) The Managed Service Provider shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the Managed Service Provider or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with the Purchaser. Additionally, such disclosure shall address any / all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Managed Service Provider to complete the requirements as given in the application document / RFP.

1.27. Relationship

The Managed Service Provider is fully responsible for the services performed by it or on its behalf.

- (i) Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the Purchaser and the Managed Service Provider. No partnership shall be constituted between the Purchaser and the Managed Service Provider by virtue of this Agreement nor shall either party have powers to make, vary or release their obligations on behalf of the other party or represent that by virtue of this or any other Agreement a partnership has been constituted, or that it has any such power. The Managed Service Provider shall be fully responsible for the services performed by it or on its behalf.
- (ii) The Managed Service Provider shall not use the Purchaser's name or any service or proprietary name, mark or logo for promotional purpose without first having obtained the Purchaser's prior written approval.

1.28. Fraud & Corruption

The Managed Service Provider shall observe the highest standards of ethics during the performance and execution of the Project.

- (i) The Purchaser shall terminate the Agreement if the Managed Service Provider has been determined by the Purchaser to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.
- (ii) The following terms apply in this context.
 - a. "Corrupt practice" means offering, giving, receiving or soliciting of anything of value to influence the action of the Purchaser during the tenure of the Project.
 - b. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to the Purchaser, and includes collusive practices designed to establish proposal prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
 - c. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
 - d. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of Project.

- e. “Collusive practices” means a scheme or arrangement between two or more prospective Managed Service Providers with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;

1.29. Applicable Law and Dispute Resolution

The terms and conditions of this Agreement shall at all times be construed in accordance with IT Act and Regulations, Privacy laws and other applicable laws of India thereunder as amended from time to time. All legal disputes are subject to the exclusive jurisdiction of (where Purchaser is located) courts only.

- (i) Any dispute arising out of or in connection with this Agreement or the SLA shall in the first instance be dealt with in accordance with the escalation procedure as set out in the Agreement.
- (ii) In case the escalations do not help in resolution of the problem within 3 weeks (or a duration specified by the Purchaser) of escalation, both the parties should agree on a mediator for communication between the two parties. The process of the mediation would be as follows:
 - a. Aggrieved party should refer the dispute to the identified mediator in writing, with a copy to the other party. Such a reference should contain a description of the nature of the dispute, the quantum in dispute (if any) and the relief or remedy sought suitable.
 - b. The mediator shall use its best endeavors to conclude the mediation within a certain number of days of its appointment.
 - c. If no resolution can be reached through mutual discussion or mediation within 30 days then the matter should be referred to experts for advising on the issue.
- (iii) In case the mediation does not help in resolution and it requires expertise to understand an issue, a neutral panel of 3 experts, agreeable to both parties should be constituted. The process of the expert advisory would be as follows:
 - a. Aggrieved party should write to the other party on the failure of previous alternate dispute resolution processes within the timeframe and requesting for expert advisory. This is to be sent with a copy to the mediator.
 - b. Both parties should thereafter agree on the panel of experts who are well conversant with the issue under dispute.
 - c. The expert panel shall use its best endeavors to provide a neutral position on the issue.
 - d. If no resolution can be reached through the above means within 30 days then the matter should be referred to Arbitration.
- (iv) Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court where the Purchaser is located in India. The venue and seat of the Arbitration should specifically be laid down in the Agreement.

The provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation (Amendment) Act 2015 or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings (seat and venue) will be placed where the Purchaser is located in India. Arbitration Proceedings shall be held in English Language. Any legal dispute will come under the sole jurisdiction of the State jurisdiction of the Purchaser in India.

1.30. Trademarks and Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that Managed Service Provider may, upon completion, use the Project as a reference for credential purpose. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the service levels or the business of the Parties without prior reference to and approval in writing from the other Party. Such approval shall apply to each specific case and relate only to that case.

1.31. Data Ownership

All the data created as the part of the project shall be owned by Purchaser without any exceptions.

1.32. Backup

The Managed Service Provider shall configure, schedule and manage backups of all the data including but not limited to files, folders, images, system state, databases and enterprise applications as per the policy defined by the Purchaser or MeitY.

1.33. Compliance with IS Security Policy

The Managed Service Provider shall comply with the Purchaser's IT Policy & IS policy in key concern areas relevant to the Project, details of which will be shared with the finally selected Managed Service Provider.

IN WITNESS WHEREOF the Parties have by duly authorized Representatives set their respective hands and seal on the date first above written in the presence of:

Witnesses

Signed by

1.

For and on behalf of Purchaser (FIRST PARTY)

2.

Name:

Designation:

Signature:

Seal:

1.

**For and on behalf of Managed Service Provider
(SECOND PARTY)**

2.

Name:

Designation:

Signature:

Seal:

Schedule I – Governance Schedule

Purpose

The purpose of this Governance Schedule is to:

- a) establish and maintain the formal and informal processes for managing the relationship between the Purchaser and the Managed Service Provider
- b) define the principles that both Parties wish to follow to ensure the delivery of the Services;
- c) ensure the continued alignment of the interests of the Parties;
- d) ensure that the relationship is maintained at the correct level within each Party;
- e) create the flexibility to revise and maintain the relationship and this Agreement during the Term;
- f) set out the procedure for escalating disagreements; and
- g) enable contract administration and performance management.

Governance Structure

- a) **Project Managers:** The relationship under this Agreement will be managed by the Project Managers appointed by each Party, who will provide the interface between the executive management of the respective Parties.
- b) **Project Governance Team (PGT) -** Within 7 days following the Effective Date, Purchaser or its nominated agencies and the Managed Service Provider shall each appoint a Project Manager. In the event that either Party wishes to substitute its Project Manager it will do so in manner in which the original appointment is made and notify the other Party of such substitution as soon as reasonably practicable but at the latest within 7 days of the substitution.

- c) The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.
- d) The PGT shall meet formally on a fortnightly / monthly / quarterly, as required, basis at a time and location to be agreed between them. These meetings will cover, as a minimum, the following agenda items: (i) consideration of periodic performance reports; (ii) consideration of matters arising out of the change control; (iii) escalated issues; (iv) matters to be brought before the PGT in accordance with this Agreement; (v) any matter brought before the PGT by the Managed Service Provider under this Agreement; and (vi) any other issue which either Party wishes to add to the agenda.

Governance Procedures

- a) The Managed Service Provider shall document the agreed structures in a procedures manual.
- b) The agenda for each meeting of the PGT shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the agreement of the Parties or at the request of either Party. Copies of the agenda for meetings of the PGT, along with relevant pre-reading material, shall be distributed at least one week in advance of the relevant meeting.
- c) All meetings and proceedings will be documented. Such documents shall be distributed to the Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
- d) The Parties shall ensure as far as reasonably practicable that the PGT shall resolve the issues and resolve the objectives placed before them and that members representing that Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.
- e) In order to formally submit a Disputed Matter to the aforesaid for a resolution, one Party ("Claimant") shall give a written notice ("Dispute Notice") to the other Party. The Dispute Notice shall be accompanied by (a) a statement by the Claimant describing the Disputed Matter in reasonable detail and (b) documentation, if any, supporting the Claimant's position on the Disputed Matter.
- f) The other Party ("Respondent") shall have the right to respond to the Dispute Notice within 7 days after receipt of the Dispute Notice. In the event that the parties are unable to resolve the Disputed Matter within a further period of 7 days, it shall refer the Disputed Matter to next level of the dispute resolution for action as per the process mentioned in Clause 1.26.
- g) All negotiations, statements and / or documentation pursuant to these Articles shall be without prejudice and confidential (unless mutually agreed otherwise).

If the Disputed Matter is having a material effect on the operation of the Services (or any of them or part of them), the Parties will use all their respective reasonable endeavors to reduce the elapsed time in reaching a resolution of the Disputed Matter.

Schedule II – Change Control Schedule

This Schedule describes the procedure to be followed in the event of any proposed change to the Master Service Agreement (“MSA”), Project Execution Phase, SLA and Scope of Work. Such change shall include, but shall not be limited to, changes in the scope of services provided by the Managed Service Provider and changes to the terms of payment.

The Purchaser and Managed Service Provider recognize that change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The Managed Service Provider will endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment and Purchaser or its nominated agencies will work with the Managed Service Provider to ensure that all changes are discussed and managed in a constructive manner. This Change Control Schedule sets out the provisions which will apply to all the changes to this agreement.

Change Management Process

A. Change Control Note ("CCN")

- (i) Change requests in respect of the MSA, the Project Execution, the operation, the SLA or Scope of work will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Part A of the CCN attached as Annexure A hereto. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN.
- (ii) The Managed Service Provider and the Purchaser or its nominated agencies, during the Project Execution Phase and the Purchaser or its nominated agencies during the Operations and Management Phase and while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and is suggested and applicable.
- (iii) It is hereby also clarified here that any change of control suggested beyond 25 % of the value of this Project will be beyond the scope of the change control process and will be considered as the subject matter for a separate bid process and a separate contract. It is hereby clarified that the 25% of the value of the Project as stated in herein above is calculated on the basis of bid value submitted by the Managed Service Provider and accepted by the Purchaser or its nominated agencies or as decided and approved by Purchaser or its Nominated Agencies. For arriving at the cost / rate for change up to 25% of the project value, the rates submitted in the Financial Proposal shall be considered.

B. Quotation

- (i) The Managed Service Provider shall assess the CCN and complete Part B of the CC. In completing the Part B of the CCN, the Managed Service Provider shall provide as a minimum:
 - a) a description of the change
 - b) a list of deliverables required for executing the change;
 - c) a time table for execution;

- d) an estimate of any proposed change
 - e) any relevant acceptance criteria
 - f) an assessment of the value of the proposed change;
 - g) material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work
- (ii) Prior to submission of the completed CCN to the Purchaser, or its nominated agencies, the Managed Service Provider will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the Managed Service Provider shall consider the materiality of the proposed change in the context of the MSA and the Project Execution affected by the change and the total effect that may arise from execution of the change.

C. Costs

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

D. Obligations

The Managed Service Provider shall be obliged to execute any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for execution and within an agreed timeframe. The Managed Service Provider will not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact. The cost associated with any service/software/hardware/licenses should not exceed the price quoted in the Managed Service Provider's proposal.

Annexure A – Format for Change Control Notice

Change Control Note		CCN Number:
Part A: Initiation		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
Details of Proposed Change		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorized by Purchaser	Date:	
Name:		
Signature:		
Received by the Managed Service Provider	Date:	
Name:		
Signature:		

Change Control Note	CCN Number:
Part B : Evaluation	
(Identify any attachments as B1, B2, and B3 etc.)	
Changes to Services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.	
Brief Description of Solution:	
Impact:	
Deliverables:	
Timetable:	
Charges for Implementation / Execution: (including a schedule of payments)	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorized by the Managed Service Provider	Date:
Name:	
Signature:	

Change Control Note	CCN Number:
Part C : Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved	
Rejected Requires Further Information (as follows, or as Attachment 1 etc.)	
For Purchaser and its nominated agencies	For the Managed Service Provider
Signature	Signature
Name	Name
Title	Title
Date	Date