

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre विश्वविद्यालय अनुदान आयोग का स्वायत्त अंतर विश्वविद्यालय केन्द्र An Autonomous Inter-University Centre of UGC गांधीनगर / Gandhinagar

BID DOCUMENT

HIRING OF CLOUD SERVICES ON ANNUAL RATE CONTRACT BASIS FOR PROJECTS OF INFLIBNET CENTRE, GANDHINAGAR, GUJARAT

Sr. No.		BID-DATA SHEET
1.	Tender Number	INF/PUR/CLOUD/ARC/2018-19
2.	Yearly Estimated Cost of Tender	50.00 Lakhs
3.	Bid validity	120 days
4.	Issue of Tender Forms	Tender Documents / Forms can be Downloaded fromthe Institute's website www.inflibnet.ac.inPublicProcurementPortal(CPPP)www.eprocure.gov.in
5.	Tender Document Delivery Mode	Through Speed Post / Registered Post/ Courier or either by person.
6.	Earnest Money Deposit (EMD)	Earnest Money of Rs.1,00,000/- (Rupees one lakh only)
7.	Publish Date	4 th July, 2018 at 05:00 PM
8.	Document Download / Sale start Date	4 th July, 2018 at 05:00 PM
9.	Document Download / Sale end Date	27th July, 2018 at 11:00 AM
10.	Pre-bid Meeting Date	16 th July, 2018 at 02:00 PM
11.	Bid Submission Start Date	17 th July, 2018 at 09:00 AM
12.	Bid submission End Date	27 th July, 2018 at 03:00 PM
13.	Bid Opening Date	27 th July, 2018 at 04:00 PM
14.	Contact Person	For Technical query: Mr. Raja V, Scientist– B (CS) Email: <u>raja[at] inflibnet[dot]ac[dot]in</u> Tel : 079-23268325 For Commercial and General query :
		Smt. S.M Munshi, Section Officer (P&S) Email : shahana[at]inflibnet[dot]ac[dot]in and shyam[at] inflibnet[dot]ac[dot]in Tel: 079-23268143
15.	Contact Address	INFLIBNET Centre, Infocity, PB No 04, Gandhinagar- 382 007 Website : <u>www.inflibnet.ac.in</u>

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<u>CHAPTER -1</u> INTRODUCTION

The Information and Library Network Centre (here after will be referred as INFLIBNET), is an autonomous Inter University Centre of the University Grants Commission, MHRD, New Delhi.

About the Projects:

1. National Institutional Ranking Framework:

The National Institutional Ranking Framework (NIRF) was approved by the MHRD and launched by Honourable Minister of Human Resource Development on 29th September 2015.

This framework outlines a methodology to rank institutions across the country. The methodology draws from the overall recommendations broad understanding arrived at by a Core Committee set up by MHRD, to identify the broad parameters for ranking various universities and institutions. The parameters broadly cover "Teaching, Learning and Resources," "Research and Professional Practices," "Graduation Outcomes," "Outreach and Inclusivity," and "Perception".

2. Study In India:

Education is emerging to be one of the top focuses of all the developing nations around the world. It is proposed to aesthetically designing / development of web applications for Study in India as well counseling model. The INFLIBNET Centre would undertake to do the followings under this project: Website of SII, Institutional Module, Learner Module and Counseling Module

3. e-NBA:

The project is related to accreditation of technical institution's programme being done at NBA. A system would be developed for the automation of accreditation workflow and its management. Accreditation Workflow Management System (AWMS) would provide automation process of accreditation starting from one time registration to generation of accreditation report. Its life cycle includes registration, submission of request for accreditation, evaluation process, onsite visit, evaluation reports, communication among evaluators over system and accreditation reports.

4. Shodhganga:

The project is a digital repository set-up for submission of electronic versions of theses and dissertations by students / research scholars in universities in India and make them available in open access to the world-wide academic community. The responsibility of maintaining the digital repository of Electronic Theses and Dissertations (ETDs) is assigned to the INFLIBNET Centre. Shodhganga is set-up using DSpace, an open source software, that uses internationally recognized protocols and interoperability standards. The repository provides a platform to research scholars in universities to deposit, re-use and share their theses and dissertations. Since the size is growing very fast we may need to have a additional backup and DR in cloud storage.

Service type	Region	Description	
PAAS for hosting web applications	India Provide all three size costs (Small/Medium/Large)		
Content Delivery Network	India	CDN Pop points should be in India also.	
Virtual Machine	India	Sample configurations are below. (4 vCPU(s), 14 GB RAM) x 732 Hours; Windows – SQL Standard Edition;	

Below are the sample details of the resources we may use it in our project.

		(2 vCPU(s), 7 GB RAM) x 732 Hours; Windows – (OS Only); (4 vCPU(s), 14 GB RAM) x 732 Hours; Windows – (OS Only); (8 vCPU(s), 28 GB RAM) x 732 Hours; Windows – (OS Only);
Disk Storage	India	SSD and SATA drives should be available. Maximum should support upto 64 TB
Blob Storage	India	Should have the capability of encryption with customer managed key
Caching Server	India	Should have Redis/MemCache based caching services
Network Data Out		Networking Data Transfer Out 100GB

Web interface and backup storage: The Centre is provided web services to different Institutes and it is also required to host that services at Cloud platform. Storage of content is also required.

<u>CHAPTER – 2</u> <u>GENERAL INSTRUCTION FOR BIDDER</u>

1.1 Eligibility Criteria

The INFLIBNET has set up minimum eligibility criteria for the bidding purpose. All bidding parties must meet criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting document photocopies along with the proposal as mentioned in AnnexureT-I (Checklist of Technical Bid), failing which their bids will be summarily rejected and will not be considered any further.

- **1.2 Contract Period:**The Contract will be initially for the period of One Year, which may be extended up to maximum further two years one year at a time from award of contract/signing of agreement on same terms, condition and rates of the original Contract/signing of agreement, if the performance/services is found satisfactory in the discretion of INFLIBNET, Gandhinagar. The Centre reserves the right to curtail or extend the validity of Contract.
- **1.3 Period of Validity of Offer:**For the purpose of placing the order, the proposals shall remain valid till 120 days from the date of opening of tender. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, INFLIBNET may ask for extension of the period of validity and such a request shall be binding on Bidders. INFLIBNET's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.
- **1.4 Submission of Bid:** The bids have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested bidders are advised to submit two separate sealed envelopes super scribing "Technical Bids(Annexure T-I to T-VIII)" and "Financial Bids(Annexure F-I)". Both sealed envelopes should be kept in a Third envelope of bigger size duly sealed suprescribed"Bid for Hiring of cloud service provider" to the INFLIBNET Centre, INFOCITY, Gandhinagar And also deposited/ dropped in the tender Box placed at the security cabin, INFLIBNET CENTRE, INFOCITY, GANDHINAGAR-382007 on or before 27th July, 2018 at 3.00 PM.

Bid may be submitted in the following manner:

- 1.4.1 Envelop No. 1: Shall contain all the information and documents in the same serial order as shown in the technical bid (Pre-qualification criteria (Envelop No -1). The complete document should be numbered chronologically. On the top of envelope must be suprescribed "Technical Bid". Shall also contain the bid EMD.
- 1.4.2 Envelop No.2: Shall contain the rates/prices of the Services / items duly filled inChapter 5 at Annexure F-I and signed and stamped. On the top of envelope must be suprescribed "Price Bid of Hiring of Cloud Service Provider".
- 1.4.3 All the envelopes must be suprescribed "Bid of Providing of Hiring of Cloud Service Provider" with due date and time and shall be sealed in third envelope of bigger size addressed to The Section Officer (P&S), INFLIBNET CENTRE, INFOCITY, GANDHINAGAR-382007. The Tender must reach on or before 27th July, 2018 at 3.00 PM OR deposited/ dropped in the tender Box placed in the security cabin.
- 1.4.4 All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned, if required.
- 1.4.5 Late/ or delayed tenders shall not be considered. Therefore, please ensure that the tender is submitted/ posted well in time to reach us before the due date.
- 1.4.6 Any Incomplete and conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder and shall not be evaluated.
- 1.4.7 The bid shall be written in English only.
- 1.4.8 No other method/means of submission of bid except as stated above shall be acceptable. All entries in the bid form should be legible and filled clearly. Otherwise the bid is likely to be

rejected. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. The cuttings, if any, in the Bid/ Bid application must be initialed by the person authorized to sign the bid.

- 1.4.9 Duly filled Tender for qualification shall be submitted in proper format and incomplete offers shall be liable for rejection. Copy of each required documents should be submitted with technical bid for assessment.
- 1.4.10 Bids of those bidders who have submitted all information, statistical details as required in the bid documents. If the employer desires any clarification/verification for any ambiguity or difference found in the documents/statistical details submitted by the bidder the same shall be furnished within stipulated time otherwise further processing will be carried out in absence of above and the bidders shall be liable for any consequence
- **1.5 Earnest Money Deposit (EMD)**: The interested Companies/firms may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.1,00,000/- in the form of Demand draft / Banker's Cheque / Fixed Deposit of any scheduled bank drawn in favour of "INFLIBNET Centre" payable at Gandhinagar and other requisite documents in the Tender Box kept near Security Cabin of INFLIBNET Centre, INFOCITY, Gandhinagar.

The bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. No interest shall be payable by the Institute on EMD. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period.

In exceptional circumstances, INFLIBNET may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder granting the request is not required nor permitted to modify the Bid.

- **1.6 Forfeiture of EMD:** EMD made by Bidder may be forfeited under the following conditions: If Bidder withdraw the proposal before the expiry of validity period. During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process, the decision of INFLIBNET regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances. If Bidder violates any of the provisions of the terms and conditions of the proposal. In the case of a successful Bidder, if Bidder fails to:
 - 1.6.1 Accept the work order along with the terms and conditions.
 - 1.6.2 Furnish performance security.
 - 1.6.3 Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
 - 1.6.4 Submitting false/misleading information/declaration/documents/proof/etc. The decision of INFLIBNET regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD even the Bidder will be deferred from participating in any job.
 - 1.6.5 In the event of the successful bidder/contractor failing to comply with any provision of the contract.
 - 1.6.6 The Bidder shall not be allowed to withdraw or modify the offer on his own after the last date of submission of bid. If any Bidder withdraws or makes any modifications or additions in the terms and conditions of his tender not acceptable to the INFLIBNET then the INFLIBNET shall without prejudice to any right/ remedy, will have liberty to forfeit the said Earnest Money in full or part.
- **1.7 Performance Security Deposit**: The successful bidder shall have to deposit a Performance Security Deposit of the 5 % of the total amount of work order within three (3) weeks of the receipt of the LOI/Order. The performance security deposit will be furnished in the form of Demand draft/ Bank

Guarantee/Banker's Cheque/Fixed Deposit of any scheduled bank drawn in favour of "INFLIBNET Centre" Payable at Gandhinagar. The performance security deposit should be valid for sixty days beyond the date of completion of all contractual obligations/warranty period. Bid security shall be refunded to the successful bidder on receipt of performance security is to be renewed, if the contract is extended.

1.8 Pre Bid Meeting: Pre Bid Meeting will be held on 16th July, 2018 2018 at 02.00 PM at premises of INFLIBNET. Bidder can end their queries to Shri RaJa V, Scientist-B (CS), Email: raja[at]inflibnet[dot]ac[dot]in and Smt. S.M. Munshi, Section Officer (Purchase & Store) shahana[at]inflibnet[dot]ac[dot]in and shyam[at]inflibnet[dot]ac[dot]in Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered.

1.9 Terms of Payment:

- 1.9.1 The payment shall be made on submission of the bills on quarterly basis. The bill submitted by the bidder should be duly certified by the concerned project officer of INFLIBNET Centre. No advance payment will be made. Payment shall be made only to the basis on actual consumption of services, duly supported with the requisite details of services.
- 1.9.2 Invoice (i.e. Tax invoice as per Service Tax rules clearly indicating Tax registration number, Service Classification, rate and amount of Tax shown separately).
- 1.9.3 The agency will submit a bill, in the name of INFLIBNET Centre.
- 1.9.4 No claim for interest will be entertained by the Centre in respect of any payment/deport which will be held with the Centre due to dispute between the Centre & Contractor or due to Administrative delay for the reasons beyond the control of the Centre.
- 1.9.5 All Taxes per applicable rules time to time will be deducted at applicable rates from all payments made by INFLIBNET Centre.
- 1.9.6 The payment is mandatory through NEFT/RTGS only.
- **1.10 Amendment of Bid Document:** At any time prior to the deadline for submission of proposals, INFLIBNET Centre reserves the right to add/modify/delete any portion of this document by issuance of an Corrigendum, which would be published on the website and will also be made available to the all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.
- **1.11 Enforcement of Terms:** The failure of either party to enforce at any time any of the provision of this contract or any rights in respect thereto or to exercise any option here in provided shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.
- **1.12 INFLIBNET Right to reject any of all bids:** The competent Authority of INFLIBNET reserves the right to reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. Any effort by a bidder or bidder's agent / consultant or representative, whosoever described to influence the INFLIBNET/ in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
- 1.12.1 The Director, INFLIBNET reserves the right to terminate the contract without assigning any reason by giving a notice of 15 days to the Tenderer at any point of time during the period of the contract.
- 1.12.2 The competent Authority of the INFLIBNET reserves the right to annul bids or discontinue this tender process, without assigning any reason, at any time prior to signing of agreement with the successful bidder.
- 1.12.3 INFLIBNET reserves the right to vary/alter/amend the eligibility criteria for the Could Service Provider at any time, in its discretion, before the last date submission of proposals.

- 1.12.4 By acceptance of this document, the recipient agree that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient with access to any additional information or to update this document or to correct any inaccuracies, therein, which may become apparent, and INFLIBNET reserves the right at any fame and without advance notice, to change the procedure for the selection of service provider.
- 1.12.5 The INFLIBNET reserves right to terminate the contract at any time after giving a one month's notice to the selected Manpower Service Provider with or without assigning any reason and shall be under no obligation whatsoever to continue the contract.
- **1.13 Termination of the Contract:** The contract may be curtailed/terminated before the contract period, inter alia owing to deficiency in services or substandard quality of services by the empanelled agency etc. as may be specified in the contract to be signed between the parties. The INFLIBNET, however, reserves right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider with or without assigning any reasons. Where a contract terminated by INFLIBNET on account of the committed by the agency, it shall have the right to award the contract to any other agency at the cost, risk and responsibilities of contract and excess expenditure incurred on account of this will be recovered by INFLIBNET from his Security deposit or pending bill or by raising a separate claim.

1.14 Resolution of Disputes:

- 1.14.1 If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days notice thereof to the other Party in writing.
- 1.14.2 In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.
- 1.14.3 The place of the arbitration shall be Ahmedabad/Gandhinagar, Gujarat. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 1.14.4 The proceedings of arbitration shall be in English language. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- 1.14.5 The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.
- **1.15 Price Bid:** The price bids shall be opened on the scheduled time and date at INFLIBNET Centre, infocity, Gandhinagar, in the presence of the representatives of the cloud service Providers, if any, who wish to be present on the spot at that time. The price bid of only those bidder will be opened whose bids have been found eligible as per the criteria mentioned in the technical bid annexure T-I to T-VIII (pre-qualification criteria envelop no.1). All eligibility conditions have to be satisfied on the respective dates in such condition and not on a later date.
- **1.16 Relaxation of Terms and Conditions:** The Director, INFLIBNET is empowered to relax any term or condition mentioned herein.
- **1.17 Agreement:** The contractor will have to enter into a written Agreement with this Centre within15 days of intimation of acceptance of approved rates.

1.18 Liquidated damage: The job includes the services mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the contractor for sum not less than 0.5% of the contract value for that item/job for each week or part thereof, subject to a ceiling of 10% of the total contract value (including all taxes & duties and other charges). In the event of LD exceeds 10% of the order value, INFLIBNET reserves the right to terminate the contract and INFLIBNET will get the job completed by any other competent party. The difference of cost incurred by INFLIBNET will be recovered from the contractor.

1.19 Bid Evaluation Criteria & Award Criteria:

- 1.19.1 After the opening of the technical bid, the same will be evaluated by a committee, In case the committee decided for seeking further information/clarification, the same shall be provided by the bidder. Those bids which technically qualified as per pre-qualification criteria, and completed in all aspects with all annexures (**T-I to T-VIII)** and meeting the requirements as specified in chapter-3, the financial bid of such qualified bidders will be opened on a specified date and time by the committee. The date and time of opening of financial bids will be intimated to the bidders well in advance through phone/email. The bidder is at liberty to be present either in-person or authorize, not more than one representative to be present at the time of opening of the financial bid. The Bids will be opened by the committee in the presence of the representative of the bidders who may wish to be present on that day.
- 1.19.2 In case it is found that the bidder has not quoted as per the requirement for any specified item that particular item shall be evaluated on the basis of highest quoted rates by the another bidder.
- 1.19.3 Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder and shall not be evaluated.
- 1.19.4 The contract will be awarded for technically suitable lowest evaluated bidder whose bid has been found to be responsive and who is found eligible and qualified as per the tender document. In case two or more agencies are found to have quoted the same rates. The Competent authority of INFLIBNET shall decide about the bidder to which the offer shall be granted based on the report of the past performance of the firm, and length of experience etc. the decision of the Competent Authority of INFLIBNET shall be final.
- **1.20 Disclaimer:** The near relatives of employees of the INFLIBNET are prohibited from participation in this tender. The near relatives for this purpose are defined as:
- 1.20.1 Member of a INFLIBNET Centre
- 1.20.2 Their husband or wife.
- 1.20.3 The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-inlaw), daughter(s) & daughter's husband (son-in-low), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Conditions of Contract

2.1 Conditions of Contract

- 2.1.1 The successful tenderer shall not engage any sub-Contractor or transfer the contract to any other person/firm/agency in any manner. The tenderer shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
- 2.1.2 Each paper of the bid should be serially numbered and duly signed by the bidder with the seal of the firm on every page.
- 2.1.3 The Contracting Agency shall render the services as mentioned in the scope of work.
- 2.1.4 In case office is closed on bid opening date due to some reason, the last date and time will automatically shifted to the next working day.
- 2.1.5 This document does not constitute nor should it be interpreted as an offer or invitation for the appointment of the Cloud Services Provider described herein.
- 2.1.6 Accordingly, interested recipients should carry out an independent assessment and analysis of the requirements and of the information, facts and observation contained herein.
- 2.1.7 This document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirement.
- 2.1.8 The proposal and all correspondence and documents shall be written in English. All proposals and accompanying document received within the stipulated times shall become the property of INFLIBNET and will not be returned.
- 2.1.9 The document is meant to provide information only and upon the express understanding that recipients will use it only for the purposes set out above. It does not purport to be all inclusive or contain all the information about the Cloud Services Provider or be the sole basis of any contract. No representation of warranty, expressed or implied, is or will be made as to the reliability, accuracy or the completeness of any of the information contained herein, it shall not be assumed that there shall be no deviation or change in any of the herein mentioned information on the Cloud services Provider. While this document has been prepared in good faith, neither INFLIBNET, nor any of their officers or subscribers make any representation or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from any liability is accordingly and expressly disclaimed by INFLIBNET and any of the officers or subscribers even if any loss or damage is caused by any act or omission on the part of INFLIBNET or any of their officers, whether negligent or otherwise.
- 2.1.10 By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of INFLIBNET. INFLIBNET and any of their respective officers or subscribers undertake no obligation, among others, to provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the selection of or any part of the interest or terminate negotiation or the due diligence process prior to the signing of any binding agreement.
- 2.1.11 This document constitute on form of commitment on the part of INFLIBNET. Furthermore, this document confers neither the right nor an expectation on any party to participate in the proposed Cloud Service Provider selection process.
- 2.1.12 When any proposal in submitted pursuant to this INFLIBNET, it shall be presumed by INFLIBNET that the bidder has fully ascertained and ensured about its eligibility to render service as a Cloud Service provider, in the event of the same being selected ultimately to act as such, under the respective governing laws and regulatory regime and that there is no statutory or regulatory

prohibition or impediment to acting as such Cloud service provider and it has the necessary approvals and permissions and further suffers no disability on low or otherwise to act as such.

- 2.1.13 The Service providers shall comply with and abide by such directions that INFLIBNET may issue from time to time.
- 2.1.14 The bidder will be bound by the details furnished by him/ her to INFLIBNET while submitting the tender or at subsequent stage. In case, any of such documents furnished if found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
- 2.1.15 The contractors/ agency's personnel shall follow and adhere to all procedures and processer as laid down by INFLIBNET.
- 2.1.16 The contractors/ agency shall adhere and pay all contributions, subscriptions, premium, fee and dues to stator norms as per the low and as stipulated by INFLIBNET and this includes Contract Labour (Regulation and abolition)
- 2.1.17 The service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to INFLIBNET to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter failing which its payments are liable to be withheld and contract terminated, as may be deemed appropriate.
- 2.1.18 In case, the service provider fails to comply with any statutory/ taxation liability under appropriate law , and as a result thereof the INFLIBNET is put to any loss/ obligation, monetary or otherwise, the INFLIBNET will be entitled to get itself reimbursed out of the outstanding bills or the performance Security Deposit of the service provider to the extent of the loss or obligation in monetary terms or shall be entitled to recover the same by legal recourse.
- 2.1.19 The INFLIBNET reserves the right to withdraw / relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage for the smooth and timely provision of services.
- 2.1.20 Any delay or forbearance on the part of INFLIBNET or any waiver of its rights or condonation of any acts, on the part of INFLIBNET shall not be construed as a waiver of the obligations of the agency and it shall continue to be liable for all such acts or defaults.
- 2.1.21 INFLIBNET may seek such clarification/ information/ document as may be required for it to satisfy the eligibility of the bidders. Failure on the part of the bidder to submit such information within the stipulated time, may entail cancellation of the bid of such bidder.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between INFLIBNET and the outsourced Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: ______

<u>Chapter – 3</u>

Scope of Work

The brief scope and description of the services to be provided by the Service Provider in connection with Cloud Services for the Project is inter alia as follows:

The INFLIBNET Centre proposes to host the Infrastructure solution outside in Cloud environment. Application hosting requirements should comply with certain Industry Best Practices and specific to INFLIBNET Centre requirements like (but not limited to) service levels, architecture, network connectivity, scalability, security etc.

- (i) On request of INFLIBNET Centre, the vendor must share the reports of periodic third party inspections/audits and other certification reports.
- (ii) The Cloud Service Provider should also be able to offer Platform as a Service(PaaS) and cater to future requirement on analytics with cloud platform which allows INFLIBNET Centre to easily design, test, operationalize and manage predictive analytics solutions in the cloud.
- (iii) The Bidder should provide SPOC (Single Point of Contact) to co-ordinate with INFLIBNET Centre for all issues in relation to Cloud services.
- (iv) The CSP will be able to provide PaaS for Mobile Services. A scalable cloud backend capability for building Windows Store, Windows Phone, Apple iOS, Android, and HTML/JavaScript applications. Store data in the cloud, authenticate users, and send push notifications to our application within minutes.
- (v) The bidder shall not change the architecture frozen while deployment without having the concurrence with the Centre.
- (vi) The bidder shall submit a Technical document in the proposal to the INFLIBNET Centre with all the requirements to be fulfilled for ensuring smooth operations. The requirements may include:
 - a. Cloud Platform Architecture
 - b. Security Architecture
 - c. Activities for one year
 - d. Backup Plan
 - e. Disaster Recovery Plan
 - f. Business Continuity Policy
 - g. Details of End of Business operations process
 - h. Firewall details including features like IPS, IDS, Web filtering, Monitoring, alerting, reporting etc.
 - i. VM details
 - j. Connectivity details like internet bandwidth, VPN details, encryption details
 - k. Access provisioning details
 - l. High Availability details
- (vii) The bidder has to provide 24 hours support for all the calendar days of year to resolve issues related to cloud infrastructure.
- (viii) The following reports should be generated at a regular basis by the bidder on the basis of INFLIBNET Centre request.

Sl.	Report Name	Report	Frequency
No		Туре	
1	Backup & Restore Report	Report	Monthly
2	Critical Incident Report	Report/MIS	Daily / Monthly
3	Server Utilization and Uptime Report	Report/MIS	Daily / Monthly
4	Network performance monitoring Report	Report/MIS	Daily / Monthly

5	Incidents and resolution Report	Report/MIS	Daily / Monthly
6	Storage Infrastructure checklist, Uptime and Performance Report	Report	Monthly

The CSP will be able to meet the following Application Hosting Requirements

Specification	Mandator / Optional
The Bidder shall be the Original Equipment Manufacturer (OEM) or an Authorized Business Partner / System Integrator of OEM CSP.	Mandator
The Bids shall be submitted by the bidder; no consortium is allowed in this Bid.	Mandator
The bidder should also include the necessary backup software for web servers, Database servers and any critical production workloads in the solution and pricing as well.	Mandator
The bidder should also include the necessary software and tools license cost to help customer protect important services by coordinating the automated replication and recovery of protected instances at a secondary location.	Mandator
	Mandatory
CSP should be empanelled for public cloud, virtual private cloud and Government Community Cloudby Meity http://meity.gov.in/content/gi-cloud-meghraj	
CSP should be empanelled by Meity for backup and DR Services	Mandatory
CSP should be able to provide the capability of using on premise licenses on the cloud	Mandatory
CSP should be able to provide the facility of using the license on premise as well as cloud for a temporary duration.	Desirable
CSP should be able to provide academic licenses for the Services, Operating Systems (i.e Windows, RHEL, etc.) and Software's (i.e. SQL Servers, Oracle DB Server, etc.)	Mandatory
Service Management and provisioning	
The Proposer shall provide to INFLIBNET Centre the ability to unilaterally provision and de-provision all the specific IaaS services contemplated by the proposal via Web Portal and Web Services Application Programming Interface ("API"). All the communication for these purposes should be secured at transport level using SSL / TLS.	Mandator
The Proposer shall provide service availability (external connectivity) of at least 99.9% (measured as Total Uptime Hours / Total Hours within the month) for cloud services and virtual machines. The Service Level Agreement ("SLA") should be documented and monitoring mechanisms should be provided by the Proposer.	Mandator
CSP Primary DC, Backup and DR locations should be connected by NKN	Desirable
(National knowledge network)	
The system should be modular and provide per hour/unit use based charges for the lifferent components including but not limited to: VMs, Storage, Application and Network	Mandatory

Load Balancer, Data transfer to and from the data center, VPN Gateways and firewalls and Content Delivery Networks (CDNs)	
It should be possible at any time to move the Virtual Machines back to the INFLIBNET Centre Datacenters. The vendor must highlight the necessary technical requirements for achieving this.	Mandatory
The Data Centre environment should have the highest security standards in accordance with Industry Best Practices for ensuring they are adhered to from time to time	Mandatory
The proposed cloud environment should provide flexibility to scale the environment vertically and horizontally:	Mandatory
a. Vertically: Upscale/downscale the solution to higher configuration Virtual Machines (i.e. VMs with different combinations of CPU and Memory)	
b. Horizontally: Add more Virtual Machines of the same configuration in to a load balanced pool.	
The entire hosting of the High Availability solution for primary application should be from India.	Mandatory
The Proposer shall manage the underlying hardware infrastructure and virtualization layer following the appropriate patch management and technology refresh cycles.	Mandator
The Proposer shall provide mechanisms to enable data isolation and privacy in its environment.	Mandator
The Bidder should have the capability to provide various other services like Database, Cache, Search, Analytics, Mobile Backend, Queues, Tables, Backup, Identity Management, CDN, Client Application Analytics as a Service SLAs of minimum 99.5% availability.	Mandator
Intelligent Data Platform: The cloud should include data warehouse, corporate BI, self-service BI, and machine learning capabilities for both structured & unstructured data and in on-premises, cloud, and hybrid environments	Mandator
The bidder should provide tools to empower operations teams to effortlessly collect, store and analyze log data from virtually any Windows Server and Linux source–regardless of volume, format or location. Separate the signal from the noise with simple, powerful log management tools and access real-time operational intelligence with improved troubleshooting, operational visibility and fast search to explore, investigate and fix incidents quickly.	Mandator
User / administrative management The Proposer shall support multiple users with a management portal.	Mandator
The Proposer shall provide Billing / Invoice tracking through a web portal aggregated by user application and service at mutually agreed intervals.	Mandator
Service Provider should provide multi-factor authentication for accessing the cloud infrastructure and application	Mandator
The bidder should be able to provide unified cloud portal with capabilities to manage various other cloud services like Database, Cache, Search, Analytics, Mobile Backend, Queues, Tables, Backup, Identity Management, CDN, Client Application Analytics as a Service.	Mandator

The Proposer shall provide an API for each of the services that enables the	Optional
development of complex automation solution for resource provisioning,	
configuration and de-provisioning.	
The APIs should be based on Interoperable Internet standard Technologies such	Optional
as REST, HTTP, JSON, XML and SOAP.	Maalata
The Proposer shall provide API access to the infrastructure and complete documentation for all the APIs it offers.	Mandato
The Proposer shall support SDKs for this APIs for at least Microsoft .net, Java and one major permissive free license development language, such as Python, PHP or Ruby.	Optional
Single Sign-on Authentication: Being able to offer Single Sign On is key among multiple cloud services and on-premises apps is key for employee productivity and IT management. The cloud should natively offers SSO among its cloud services, offers REST API for custom apps and federation and directory sync services with AD and other directories	Mandato
Datacenter facilities and network capabilities.	
The Proposer shall have multiple Tier 1 ISPs peering at their datacenter / network.	Mandato
The Proposer shall have IP v6 roadmap. The Proposer shall provide flexible IP addressing that will support: DHCP, IP	Optional Mandato
address and port assignment on external (public) interfaces, dedicated VPN connectivity between INFLIBNET Centre and the vendor and the ability to map INFLIBNET Centre owned domains to provider services addresses allowing services, sites and applications operating in the Proposer infrastructure to be viewed as INFLIBNET Centre URLs.	
Storage Services	
Storage Services The Proposer shall provide scalable redundant and dynamic storage services	Mandato
The Proposer shall provide scalable redundant and dynamic storage servicesThe service will allow users to write, read, and delete an unlimited number of	Optional
The Proposer shall provide scalable redundant and dynamic storage servicesThe service will allow users to write, read, and delete an unlimited number of objects supporting a maximum object size of at least five (5) gigabytes of data.The service will provide a mechanism to organize objects into containers that can	Mandato Optional Mandato Mandato
The Proposer shall provide scalable redundant and dynamic storage servicesThe service will allow users to write, read, and delete an unlimited number of objects supporting a maximum object size of at least five (5) gigabytes of data.The service will provide a mechanism to organize objects into containers that can be located on one or several geographical locations to optimize network access.The service will offer a data access mechanism to manage access to containers and objects allowing them to be made public or private to specific users.Pricing for the service should be divided on Storage and Bandwidth tiers using GB as measurement unit in case of the Storage and Bandwidth. These tiers will present the different unit prices given the volume of monthly consumption. Additional Service Options, such as enhanced or reduced redundancy should be differentiated.	Optional Mandato
The Proposer shall provide scalable redundant and dynamic storage services The service will allow users to write, read, and delete an unlimited number of objects supporting a maximum object size of at least five (5) gigabytes of data. The service will provide a mechanism to organize objects into containers that can be located on one or several geographical locations to optimize network access. The service will offer a data access mechanism to manage access to containers and objects allowing them to be made public or private to specific users. Pricing for the service should be divided on Storage and Bandwidth tiers using GB as measurement unit in case of the Storage and Bandwidth. These tiers will present the different unit prices given the volume of monthly consumption. Additional Service Options, such as enhanced or reduced redundancy should be differentiated. The Service provider will ensure there are at least 2 copies of data maintained automatically in primary datacenter to avoid any HW related failures. If INFLIBNET Centre chooses the DR, the provider will need to ensure 2 copies of data are also maintained on the DR side.	Optional Mandato Mandato Mandato
The Proposer shall provide scalable redundant and dynamic storage services The service will allow users to write, read, and delete an unlimited number of objects supporting a maximum object size of at least five (5) gigabytes of data. The service will provide a mechanism to organize objects into containers that can be located on one or several geographical locations to optimize network access. The service will offer a data access mechanism to manage access to containers and objects allowing them to be made public or private to specific users. Pricing for the service should be divided on Storage and Bandwidth tiers using GB as measurement unit in case of the Storage and Bandwidth. These tiers will present the different unit prices given the volume of monthly consumption. Additional Service Options, such as enhanced or reduced redundancy should be differentiated. The Service provider will ensure there are at least 2 copies of data maintained automatically in primary datacenter to avoid any HW related failures. If INFLIBNET Centre chooses the DR, the provider will need to ensure 2 copies of	Optional Mandato Mandato Mandato
The Proposer shall provide scalable redundant and dynamic storage services The service will allow users to write, read, and delete an unlimited number of objects supporting a maximum object size of at least five (5) gigabytes of data. The service will provide a mechanism to organize objects into containers that can be located on one or several geographical locations to optimize network access. The service will offer a data access mechanism to manage access to containers and objects allowing them to be made public or private to specific users. Pricing for the service should be divided on Storage and Bandwidth tiers using GB as measurement unit in case of the Storage and Bandwidth. These tiers will present the different unit prices given the volume of monthly consumption. Additional Service Options, such as enhanced or reduced redundancy should be differentiated. The Service provider will ensure there are at least 2 copies of data maintained automatically in primary datacenter to avoid any HW related failures. If INFLIBNET Centre chooses the DR, the provider will need to ensure 2 copies of data are also maintained on the DR side. The service provider will provide an option to automatically keep a copy of data	Optional Mandato Mandato Mandato

Service provider should be able to provide high IOPS storage (more than 50,000) per VM	Optional
Computing Services	
The instances should be able to support at least the following operating systems: Windows server 2012 or higher and Linux Enterprise distribution (such as Oracle/Ubuntu/CentOS/SUSE, etc.).	Mandato
The service should offer a secure Web administration interface, which must be provided to remotely administer the virtual instances: RDP for Windows instances and SSH for Linux instances.	Mandato
The service will allow users to copy or clone virtual machines images for archiving, troubleshooting, and testing.	Mandato
The service will provide the ability to provision Block Storage capabilities for the virtual machine instances. These storages can be dynamically scalable and Virtual Machine instances should be able to mount it as OS drives.	Mandato
Pricing for the Data Transfer will use GB as measurement unit and will be divided on tiers that will present the different unit prices given the volume of monthly consumption.	Mandato
The Cloud Service Provider should be able to offer auto-scaling capabilities without manual interventions	Mandato
CSP should be able to provide PaaS capabilities on Advanced analytics	Mandato
CSP should provide support to diverse application platforms through marketplace solutions - minimum are Tomcat, WordPress, appfog, Chef, Chyrp, django, Drupal, git, Hadoop, JBoss, Joomla, Liferay, Magento, Mantis, Memcached, NGinx, OrchardCMS, Ruby on Rails, Subversion, SugarCRM, X2CRM, SUSE Linux Enterprise Server, etc.	Optional
CSP should provide GUI, API and Shell script based access to the cloud resources.	Optional
CSP should provide option of using 2 factor authentication out of box	Optional
CSP should support multiple DB through marketplace solutions - minimum are MS SQL, MySQL, CouchDB, mongoDB Network Services	Mandato
The service should enable the creation of IPSEC VPNs between in-house hosts and Virtual Machine Instances in the IaaS provider cloud.	Mandato
The Proposer shall provide scalable redundant and dynamic network services meeting the following service requirements, options and units.	Mandato
The service should provide a traffic management mechanism to implement both performance and availability based load balancing for virtual Machine Instances.	Mandato
The service should provide controlled caching and geographic dispersion of static content to provide a Content Delivery Network (CDN) with edge locations on across continents. The service will provide a secure Web administration interface to remotely administer all the network related services.	Mandato
CSP should be able to provide firewall per customer	Optional
The service provider should provide an option of extending an MPLS to cloud.	Optional
The services provider's infrastructure should be protected against DDoS	Mandato
The solution must provide virtual network isolation capabilities among the virtual machines must support the use of private VLANs	Mandato
Technical Support Services	
The CSP should be able to publish the Cloud services rate card in the portal for all the services.	Mandato

The Proposer shall ensure availability of the following technical support .24*7 support over phone for cloud availability and service related queries from the INFLIBNET Centre	Mandatory
Option for purchase of specialized deep technical support (L3 or higher) related to deployment, configuration, management and commissioning of the cloud and IaaS services directly from the cloud services provider	Mandatory
General technical support related to usage of the cloud services to the end customer (can be provided by bidder himself) including setting up of SSO, MSSQL, NoSQL database etc.	Desirable
The CSP should publish the real-time status of all the services refreshed at least at a frequency of 5 min	Optional
DR Requirement	
The DR automation software should be provided as a part of the overall DR-as-a- Service. The software must be provided under a usage model or subscription model.	Mandatory
The CSP should be able to migrate the existing environment to the proposed cloud without any downtime and with no additional cost	Mandatory
DR site should be available in India and remote location at least 750 KM apart from main Data Centre. RPO is 24 hours and RTO is 24~48 hours Preferably the solution should not charge for live machines when DR is not being used DR Management Full automated process, Monitoring and alerting, Validation of DR sync	Mandatory
Market Place Availability	
CSP should be able to provide (App Store) where INFLIBNET can pick first party and third party applications for ready deployment. Also INFLIBNET should be able to publish own apps to app store.	Mandatory
INFLIBNET Centre should be able to Download, deploy the marketplace solutions and should have options of BYOL/ Usage- based fee charging models.	Mandatory
Managed Services	
Bidder should give managed services for 1 year which is extendable. The managed services should cover: 1) Remote management of the current cloud environment on day to day basis 2) Involvement and assisting INFLIBNET Centre while performing Test DR failover on need basis. 2) Involvement and assisting INFLIBNET Centre to raise trouble ticket associated with any issues. 3) Involvement to train new INFLIBNET Centre employee's related to the Cloud. 4) Involvement to assist INFLIBNET Centre to conduct planned DR or Unplanned DR failover in applicable scenarios as defined by INFLIBNET Centre.	Mandatory
The managed service partner should have experience and orders delivering services like Infrastructure as a service, Platform as a service, Backup & Monitoring, DR services, Cloud assessment, O&M operations and Data analytics on CSP platform	Mandatory
Security / Firewall Physical controls are in place to prevent customer data from leaving Cloud datacenter premises. In particular, disk drives that are used for customer storage but must be removed (i.e., hardware failure) are securely erased prior to their being returned to the manufacturer for replacement/repair. In the event that a defective disk cannot be fully erased, it is destroyed according to NIST 800-88 guidelines. The same is true for drives purposefully	Mandatory

decommissioned.	
Solution should be scalable to provide multi security blocks like URL Filtering, Anti-Virus etc	Mandator
Security solution in Cloud should be able to inspect traffic as it arrives or leaves the virtual network	Mandator
Proposed security solution should have unified security management for Firewall policies, url filtering, anti bot, anti-virus policy framework.	Mandator
Solution should have granular logging, reporting, audit and compliance management framework	Optional
Proposed solution should provide multi-layer security in cloud to handle incidents related to intrusion, botnets	Mandator
Solution should be manageable from centralized management in either datacenter or cloud.	Mandator
The CSP should have an option to pay for the cloud services through bank transfer post the invoices being charged on actual uses basis	Optional
The cloud compute services should be charged on hourly basis and customer should be able to auto scale up or down based on their usage using the self- service portal. Billing should happen pro-rate based on the usage.	Mandator
The CSP should be able to bill storage capacity in units of the average daily amount of data stored, in gigabytes (GB), over a monthly period	Mandator
Pricing for the Data Transfer will use GB as measurement unit and will be divided on tiers that will present the different unit prices given the volume of monthly consumption.	Mandator
CSP should be able to offer discounts on the cloud services over the portal published pricing if customer decided to go with annual monetary commitments for cloud services	Mandator
CSP should offer the pricing for cloud services support for minimum 3 years.	Mandator
Bidder should be supply migrating of our existing application from our DC to Cloud Platform.	Mandator

1) The Service Provider shall follow the following standards as part of implementation of the Project:

#	Application	Standard
	Information Security	ISO 27001, 27018, 27012 Certified system
	IT Infrastructure management	ITIL / EITM Specification
	Service Management	ISO 20000 Specification or latest
	Project Documentation	IEEE/ISO specifications for documentation
	Transparency	SOC 1, SOC 2& SOC 3

Authorized Signatory (signature in full) :_____

Name and Title of Signatory :_____

Company Rubber Stamp :_____

<u>Chapter – 4</u> Technical pre-qualification criteria and Annexures

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Annexure T-I

Checklist for Technical Bid

Mention Page Numbers

			Mention Page	1
Sr.	Pre-qualification criteria	Documents to be provided	Attached(Y/N)	Page
No.				No.
01.	The bidder must be a company registered under the companies Act, of India/State. Documentary (Certificate of incorporation) evidence to be submitted Registration Certificate to do the business for this service. Bids of sole proprietorship firms or those which are not in existence for 3 years as mentioned above shall not be considered at all.	I. Certificate of Commencement of businessII. Certificate consequent to change of name, if applicable		
02.	The Bidder shall have experience of similar projects and should have been in the business and must have implemented/commissioned at least three cloud implementation of single order an amount not less than 30% of the bid value of Rs.50 lakhs in last three financial year with Government Department/PSU/Autonomous Body or any reputed organization for a period exceeding three years.	Valid work order and certificate from the client in case implementation / commissioning in Client Data Centre		
03.	Tenderer should have a minimum 30% (thirty percent) of the estimated value of contract for each of the last three year from cloud services. For this purpose last financial year would be considered as the one ended on 31.03.2018 and not any later period. They should be registered with Income Tax and Goods and Service Tax.	Turnover Certificate issued by the statutory auditor of the company/ Last three year balance sheet or Income tax retune. I. Attested copy of PAN/GIR Card II. Attested copy of GST		
05.	Earnest Money Deposit (EMD) of Rs.1,00,000/	Attached with technical bid.		
06.	The bidder experience on provision of Cloud PaaS or IaaS or SaaS or ISP services. Supported by letter from the leading industry cloud provider.	Submit the copy of the Purchase orders		
07.	The Bidder must have on its roll at least 20 Technically qualified professionals with combinations in the following fields	Self-Certification by the authorized signatory with clear declaration of the		

	(i) System Integration	number of staff – year wise,
	(ii) Virtualization	level/designation wise.
	(iii)Security	
	(iv)Experience in implementing	
	the cloud solution as on 31-	
	03-2017.	
08.	The bidder must have	
	(i) ISO 9001:2008 specifying	Valid copy of the
	requirements for a quality	certification stating the
	management system.	location from authorised
	(ii) CMMi Level 3 certification	certificate authorities.
	(II) CMMI Level 5 certification	certificate autionities.
09.	Bidder's Details Annexure T-II	
	[On the letterhead of the Bidder]	
10.	Bid form Annexure T-III	
	[On the letterhead of the Bidder]	
11.	Declaration of Bidder Annexure T-IV	
	[On the letterhead of the Bidder]	
12.	Declaration of blacklisting/Non	
	Blacklisting - AnnexureT-V	
	[On the letterhead of the Bidder]	
13.	Financial Capability of bidder	
	Annexure T-VI	
	[On the letterhead of the Bidder]	
14.	Details of Firm's Experience of Similar	
	Services T-VII	
4 5	[On the letterhead of the Bidder]	
15.	The bidder should submit valid letter	
	from the OEMs Annexure –VIII	
	[On the letterhead of the Bidder]	

Please use separate sheet for providing complete information.

While evaluating bids, the document required against above eligibility criteria shall be provided as per this tender as Annexures. Firm shall self-certify each page of the tender document in token of its understanding / acceptance by signing it.

The bidder is required to enclose self attested photocopies of the following documents along with the Technical Bid, failing which their bids may be summarily/out rightly rejected and may not be considered:

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

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Annexure T-II

[On the letterhead of the Bidder] Bidder's Details

r		
1	Name of the Firm/ Company	
-		
2	Name and Designation of Authorized	
	Signatory	
	Communication Address:	
	Office Phone No:	
	Mobile No:	
	Fax:	
	E-Mail ID:	
	GST registration Number:	
	PAN Number:	
	Particular Details of the	Bidders Representative'
3	Name of the Contact Person:	
	Designation:	
	Phone No:	
	Mobile No:	
	E-Mail ID:	

UNDERTAKING

- 1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
- 2. The rates quoted by me are fixed and valid for three year and binding upon me for the entire period of contract and period of extension.

Authorized Signatory (signature in full) :_____

Name and Title of Signatory :_____

Company Rubber Stamp :_	
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Annexure T-III

[On the letterhead of the Bidder]

BID FORM

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the all details and to be submitted on Letter Head in original)

To INFLIBNET CENTRE Infocity, Gandhinagar

Sub: Hiring of Could services provider for INFLIBNET CENTRE, Gandhinagar

Dear Sir,

We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender No. INF/PUR/COULD/ARC/2018-19, do hereby propose to execute the job as per specification as set forth in your Bid documents.

The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 120 (one twenty only) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.

We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.

We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to five to ten percent (5-10%) of the Order value as stipulated in Financial Bid.

We agree that INFLIBNET reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, thisday of2018

Thanking you, we remain,

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

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Annexure T-IV

[On the letterhead of the Bidder]

DECLARATION

I, ______Son/Daughter/Wife of ______ Resident of

______ Proprietor / Director / Authorized Signatory of the Company / Firm, mentioned above, is competent to sign this declaration and execute this tender document;

I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/We shall abide hereby by the terms / conditions / clauses contained therein.

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this declaration letter.

I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) in it's totally / entirely.

In case any provision of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

सूचना एवं पुस्तकालय नेटवर्क केन्द्रInformation and Library Network Centre (Tender No.INF/PUR/COULD/ARC/2018-19)

Annexure T-V

CERTIFICATE

DECARATION REGARDING BLACKLISTING/NON BLACKLISTING

I /We Proprietor / Partner (s) / Director (s) of M/shereby declarethatthefirm/companynamelyM/S.......has not been blacklisted ordebarred in the past by any organization from taking part in Government tenders.

0r

Signature:....

Name:

Capacity in which as signed:

Name & address of the firm:

.....

Dated:

Signature of Bidder with seal.

Seal of the firm should

be affixed.

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company or company secretary on behalf of all directors.

सूचना एवं पुस्तकालय नेटवर्क केन्द्रInformation and Library Network Centre

(Tender No.INF/PUR/COULD/ARC/2018-19)

Annexure T-VI

FINANCIAL CAPABILITY OF BIDDER

[On the letterhead of the Bidder]

Annual turnover details of the Bidder from [insert relevant details]

#	Financial Year	Turnover in Indian Rupees
А	2015-2016	
В	2016-2017	
С	2017-2018	

[Extra rows may be added, if required]

*Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the above mentioned financial years shall submit as supporting evidence.

- 1. Please affix the signature of the authorized signatory of the Bidder with name, designation, seal and date here.
- 2. Please affix the signature of the authorized signatory of the statutory auditor of the Bidder with name, designation, seal and date here.

Note: IT related activities/ services should mean projects involving development of software, end to end Integrated IT Software Implementation, system integration, supply of hardware, provisioning hosting &maintenance services, providing networking support, providing operational and maintenance services for integrated IT software and IT infrastructure.

Authorized Signatory	Authorized Signatory
(Signature In full):	of Statutory Auditor:
Name and title	Name and title of
of Signatory:	Signatory
Stamp of the	
Company:	Stamp of the firm

सूचना एवं पुस्तकालय नेटवर्क केन्द्रInformation and Library Network Centre (Tender No.INF/PUR/COULD/ARC/2018-19)

Annexure T-VII

Sl.No. Work Ref. Work Dates of Name of the Details of Page Company with full Description Order Order & Start Completion No address, phone, fax Value Date and name of contact of person the order

Details of works of similar type executed by the bidder

Sign and Seal of Contractor

- 1. Copies of work orders should be attached with this information. In absence of documentary evidence, bid is liable to rejected.
- 2. If required, extra rows or separate sheet may be used to submit the information.

सूचना एवं पुस्तकालय नेटवर्क केन्द्रInformation and Library Network Centre (Tender No.INF/PUR/COULD/ARC/2018-19)

Annexure T-VIII

OEM'S AUTHORIZATION FORM

Date:

To INFLIBNET CENTRE INFOCITY, GANDHINAGAR

Ref: Tender No.: INF/PUR/COULD/ARC/2018-19

WHEREAS	who are official producers		
	and having production facilities at		
	do hereby author	ize	
	located	lat	

______ (hereinafter, the "Bidder") to submit a bid of the following Products produced by us, for the Supply Requirements associated with the above Invitation for Bids.

When resold by _____, these products are subject to our applicable standard end user warranty terms.

We assure you that in the event of ______, not being able to fulfill its obligation as our Service Provider in respect of our standard Warranty Terms we would continue to meet our Warranty Terms through alternate arrangements.

We also confirm that __________is our authorized service provider/system integrator and can hence provide maintenance and upgrade support for our products.

We also confirm that the products quoted are on our current product list and are not likely to be discontinued within 5 years from the day of this letter. We assure availability of spares for the products for the next five years after five years warranty.

We also confirm that the material will be delivered within 60 days from the date of placement of confirmed order.

Name In the capacity of Signed

Duly authorized to sign the authorization for and on behalf of ______

Dated on _____ day of _____2016

Note: This letter of authority must be on the letterhead of the Manufacturer and duly signed by an authorized signatory.

<u>Chapter -5</u>

सूचना एवं पुस्तकालय नेटवर्क केन्द्रInformation and Library Network Centre

(Tender No.INF/PUR/COULD/ARC/2018-19)

Annexure -F-I

PRICE BID OF CLOUD SERVICES

[On the letterhead of the Bidder]

[Bidder should provide price details of all the services provided by them in India Data Center in following format] [Sample added below]

Service type	Region	Description	Price (INR)	OEM Publish MRP (INR)	GST %
PAAS for hosting web applications	India	Provide all three size costs (Small/Medium/Large)			
Content Delivery Network	India				
Virtual Machine	India	(4 vCPU(s), 14 GB RAM) x 732 Hours; Windows – SQL Enterprise Edition;			
Virtual Machines	India	(4 vCPU(s), 14 GB RAM) x 732 Hours; Windows – SQL Standard Edition;			
Virtual Machine	India	(2 vCPU(s), 7 GB RAM) x 732 Hours; Windows – (OS Only);			
Virtual Machine	India	(4 vCPU(s), 14 GB RAM) x 732 Hours; Windows – (OS Only);			
Virtual Machine	India	(8 vCPU(s), 28 GB RAM) x 732 Hours; Windows – (OS Only);			
Network Data Out		Networking Data Transfer Out 100GB			

The above rates are fixed and valid for three (3) years and binding for the period of contract and period of extension. The OEM MRP should be publicly verifiable.

Bidder to provide URL for verifying public MRP.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

सूचना एवं पुस्तकालय नेटवर्क केन्द्रInformation and Library Network Centre (Tender No.INF/PUR/COULD/ARC/2018-19)

Annexure C-I

Contract Agreement Form. FORM OF AGREEMENT

This agreement made the ______day of the month of _____in the year 20..... BETWEEN, The Information and Library Network Centre (Hereinafter called ÏNFLIBNET") or Client which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns, having its Head office at INFOCITY, Gandhinagar 382 007, Gujarat, India on the ONE PART; and

* Shri_____S/D/o_____resident of_____the sole proprietor of M/s______having office at the following address _____

* M/s. _____ the partnership firm having an administrative/principal office at_____ represented by its Managing/duly authorized partner.

* M/s. _____ company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address _____,

duly represented at ______ duly represented by its constituted and authorized Managing Director, Shri______ and (hereinafter called the Tenderer which term shall also be called the Supplier or the Contractor) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns on the other part

WHEREAS THE Client/ INFLIBNET is desirous that certain works should be designed, supplied, installed, tested & commissioned as detailed in the notice inviting tender and their office mentioned and called for invitation to tenderers for the supply, installation and performance of such works has been accepted by the INFLIBNET on the terms and conditions as set out therein and interalia others.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;

a) Limited Tender No,INF/PUR/COULD/ARC/2018-19 DATED ______

b) General rules and Instructions for the guidance of tenderers.

c) The Tender, Letter of Acceptance, Letters from & to the tenderer, if any, leading to and prior to acceptance letter.

d) General Conditions of contract and clauses of contract along with Annexures thereto.

e) Schedules consisting of Technical Specifications, Special Conditions, Compliances, etc.

f) Schedule of quantities including Prices and tendered amount known as Price - Bid.

g) The details submitted in technical bid, site survey and such other commitments shall be part of the agreement.

[Note : * Strike off whichever is not applicable]

3. In consideration of the payments to be made by the INFLIBNET to the tenderer, the tenderer hereby covenants and agrees with the INFLIBNET to complete the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed,	sealed	and	delivered	by	the	said	tenderer,		
0 ,				5				to	the

CLIENT(INFLIBNET)______in the presence of:

Signature of Tenderer (with seal)

Signature of Authorized representative of the Client/INFLIBNET Accepting Authority.

Witness (Signature, Name & Address):

1).

2).

Annexure C-II

INDEMNITY BOND

(ON A STAMP PAPER of Rs.100/-)

We,, having a registered office at, have entered into a contract with Information & Library Network (INFLIBNET) Centre having registered office at INFOCITY, Opp. DAICT, Gandhinagar 382 007, vide contract dated, to provide Taxi services on outsourcing basis at Information & Library Network (INFLIBNET) situated at INFOCITY, Opp. DAICT, Gandhinagar 382 007.

We do hereby indemnify and keep harmless, Information & Library Network (INFLIBNET) Centre, at all times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken against the Institute by any party, employee(s), or workman/woman provided by us, on account of any delay, default, lapse, error, or omission on our part, or of rules and regulations, as may be applicable under the said contract from time to time.

We further undertake to indemnify and keep harmless, Information & Library Network (INFLIBNET) Centre against any claim/compensation arising out of any non-payment or short payment of salaries, wages, overtime, or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death, etc. during the course of their engagement by us for the purpose of this contract, or non-fulfilment of any obligation under any of the labour laws as applicable to the class of workers/employees engaged by us for the purpose of this contract.

We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

Signature of the Tenderer/Authorized Signatory Name of the Tenderer ------

Address of the Tenderer-----

Seal of the Company/Firm:

Telephone No/ Mobile No.-----