

Request for Proposal (RFP)
For
Procurement of Cloud Services

RFP No. MTS/CLOUD/2017-CCOM

Indian Bureau of Mines

Indira Bhawan, Civil Lines, NAGPUR- 440 001

October 2017



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Glossary of Terms

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

Section I: Technical Specifications

1. Project Background

Indian Bureau of Mines (IBM), a Central Government department is a subordinate office under the Ministry of Mines. IBM is vested with administration of Mineral Conservation and Development Rules, 1988 with an objective for conservation of minerals and protection of environment. The major function of IBM includes grant of approvals for mining plan and scheme of mining, inspection of mines and collection of data on mines and minerals, inventory of lease hold and free hold areas, assistance to the Central Government for revision of royalty rates and other issues, providing technical consultancy on various issues including beneficiation of low grade ore, etc. IBM is responsible for maintaining data pertaining to mines and minerals at National level for minerals other than coal, oil & natural gas, atomic minerals and minor minerals. For the purpose of management of mines, Indian Bureau of Mines has conceptualized a project that has On-line Computerized Register of Mining Tenement System (MTS) to facilitate the Government organizations and mining entrepreneurs to take decisions quickly by making available the relevant data on the web.

The On-line Computerized Register of Mining Tenement System aims at creating a comprehensive and integrated system for enhancing the efficiency and effective dissemination of information at all levels and especially at the Central and State Government level through adoption of principles of data sharing, and creation of a nationwide networked infrastructure for evolution of IT-enabled state-of-the-art web enabled database and GIS system.

In this context, IBM has prepared a Request for Proposal for the selection of System Integrator for the implementation of MTS solution and shortlisted Wipro Limited as System Integrator. The proposed solution shall be deployed on the cloud infrastructure. In this context, IBM aims at availing Cloud Computing Services for the Project in tandem with Cloud First policy of MeitY. The primary objective is to setup staging, production and Disaster Recovery environments on cloud that will enable IBM to provide a sustained level of performance to its end stakeholders by provisioning the optimal

compute / memory / storage capacities to begin with and having the ability to quickly scale up / down the capacities as per the workload requirements. IBM also expects to gain cost efficiencies through the “OpEx” / “pay-per-use” payment model so that IBM pays only for the resources it consumes.

2. Purpose of the RFP

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

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

3. RFP Issuing Authority

This RFP is issued by IBM to the bidders and is intended to procure cloud services.

| S. No. | Item | Description |
|--------|--|--|
| 1 | Project Title | Procurement of Cloud Services |
| 2 | Project Initiator / RFP Issuer Details | |
| | Department | Indian Bureau of Mines |
| | Contact Person | Peeyush Narayan Sharma, 0712-2560961 |
| | Contact Person (Alternate) | Girish Kumar Jangid 0712-2545570 |
| | Email Address for all Bid Correspondence | mts@ibm.gov.in |
| | Address for the purpose of Bid Submission | Controller General, 2 nd Floor, Indian Bureau of Mines. Indira Bhawan, Civil Lines, Nagpur – 440001 |
| | Website | http://ibm.gov.in https://eprocure.gov.in/cppp/ |

4. Tentative Calendar of Events

The following table enlists important milestones and timelines for completion of bidding activities:

| S. No | Milestone | Date and time |
|-------|--|--|
| 1 | Release of Request For Proposal (RFP) | 6th October, 2017 |
| 2 | Last date for submission of written questions by bidders | 11 th October, 2017 |
| 3 | Pre- Bid Conference | 13 th October, 2017 11:00AM |
| 4 | Date of Issue of Clarifications | 17 th October, 2017 |
| 5 | Last date for Submission of bids | 26 th October, 2017 3:00PM |
| 6 | Opening of Bids | 27 th October, 2017 5:00PM |

5. Scope of Work – Cloud Services

IBM wishes to engage a CSP for providing Cloud Services for a period of 3 years, which may be reviewed for extension on the completion of third year at the discretion of IBM for hosting MTS applications. The scope of work is as under:

1. The Bidder will be responsible for provisioning of required IT infrastructure as IaaS for hosting MTS application.
2. The proposed landscape for the deployment of MTS solution is
 - a. Staging
 - b. Production
 - c. Disaster Recovery
3. The above environments are to be deployed on the virtual private Cloud/Government Community Cloud
4. The environment of virtual private cloud/Government Community Cloud shall comply with the respective Provisional Empanelment Compliance Requirements published by Ministry of Electronics Information and Technology, Government of India.
5. Each of the environments mentioned above should be logically isolated, i.e., separate from the production environment in a different VLAN than the

production environment and setup such that users of the environments are in separate networks.

6. The Bidder shall be responsible for provisioning required compute infrastructure (server/virtual machines), storage for hosting MTS applications. The indicative compute requirements for the IT infrastructure is placed at Annexure C. Inbuilt Anti-Spam/Malware/Antivirus threats control software.
7. The Bidder shall be responsible for provisioning of adequate Internet Bandwidth and connectivity at the DC & DR, including termination devices, for end users to access MTS application.
8. The Bidder will be responsible for provisioning of requisite network infrastructure (including switches, routers and firewalls) to ensure accessibility of the servers as per defined SLA's.
9. The Bidder shall offer DR as a service for all resources offered on primary DC site. The Bidder shall be responsible for provisioning of bandwidth for replication of data between the DC site and DR Site. Geographical Location of the Disaster Recovery Environment shall be different location from the Data Center environment or at a different place other than the Primary DC based on the project requirements.)
10. The infrastructure provisioned by the Bidder must be scalable and shall allow IBM to add/reduce cloud resources on demand basis through an user-friendly dashboard
11. The solution needs to provide the ability for IBM IT Administrators to automatically provision the services via a Web Portal (Self Provisioning), provide metering and billing to provide service assurance for maintenance & operations activities. Detailed user level or user group level auditing, monitoring, metering, accounting, quota and show-back information is essential the cloud platform to be offered.
12. Compliance process to the defined international standards and security guidelines such as ISO 27001, for maintaining operations of cloud and ensuring privacy of IBM data.
13. A change release management and configuration management procedure is defined and implemented to process any change to the cloud environment /

services. This procedure must include the capability to support the transition between the aforementioned environments prior to production deployment.

14. Manage the instances of storage, compute instances, and network environments. This includes department-owned & installed operating systems and other system software that are outside of the authorization boundary of the CSP. Service Provider is also responsible for managing specific controls relating to shared touch points within the security authorization boundary, such as establishing customized security control solutions. Examples include, but are not limited to, configuration and patch management, vulnerability scanning, disaster recovery, and protecting data in transit and at rest, host firewall management, managing credentials, identity and access management, and managing network configurations.
15. Provide support to technical team of IBM or nominated agency for Optimization of resources in cloud environment for better performance and also provide physical and virtual access to the technical persons for the resolution of any issue pertaining to the operation, maintenance or rectification to keep the application running without any problem, as authenticated by IBM.
16. The bidder should provide 24*7 Helpdesk support
17. CSP should provide training to IBM nominated officials/personnel on usage of the Console and any other technical aspect for monitoring of MTS project.

5.1. Indicative Bill of Material

Each environment wise, an Indicative bill of material is provided in the Annexure C.

5.2. Security and Statutory Requirements

a. Certification/Compliance:

- i. The CSP/Bidder facilities/services need to be certified / compliant to the following standards based on the project requirements:
 - ISO 27001 - Data Center and the cloud services should be certified for the latest version of the standards
 - ISO/IEC 27017:2015-Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology
 - ISO 27018 - Code of practice for protection of personally identifiable information (PII) in public clouds.
 - ISO 20000-9-Guidance on the application of ISO/IEC 20000-1 to cloud services
 - PCI DSS - compliant technology infrastructure for storing, processing, and transmitting credit card information in the cloud – This standard is required if the transactions involve credit card payments.
- ii. The CSP/Bidder shall comply or meet any security requirements applicable to CSPs/bidders published (or to be published) by Ministry of Electronics Information and Technology (MeitY), Government of India or any standards body setup / recognized by Government of India from time to time and notified to the CSP/Bidder by MeitY as a mandatory standard
- iii. The CSP/Bidder shall meet all the security requirements indicated in the IT Act 2000 the terms and conditions of the Provisional Empanelment of the Cloud Service Providers and shall comply to the audit criteria defined by STQC

b. Privacy and Security Safeguards.

- i. CSP/Bidder to ensure that the data is encrypted as part of a standard security process for highly sensitive content or choose the right cryptographic algorithms evaluating security, performance, and compliance requirements specific to their application and may choose from multiple key management options.
- ii. CSP/Bidder to notify the agency promptly in the event of security incidents or intrusions, or requests from foreign government agencies for

access to the data, to enable the agency to manage these events proactively.

- iii. The Bidder shall ensure that all the storage blocks or multiple copies of data if any are unallocated or zeroed out by the CSPs so that data cannot be recovered. If due to some regulatory reasons if it is required to securely decommission data, departments can implement data encryption at rest using departments managed keys, which are not stored in the cloud. Then customers may delete the key used to protect the decommissioned data, making it irrecoverable.
- iv. The CSP/Bidder shall report forthwith in writing of information security breaches to the IBM by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Project's Data, facilities or Confidential Information.
- v. The CSP undertakes to treat information passed on to them under this Agreement as classified. Such Information will not be communicated / published / advertised by the CSP to any person/organization without the express permission of the IBM.

c. Confidentiality

- i. The Bidder shall execute non-disclosure agreements with the IBM with respect to MTS Project. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - information already available in the public domain;
 - information which has been developed independently by the Service Provider;
 - information which has been received from a third party who had the right to disclose the aforesaid information;
 - Information which has been disclosed to the public pursuant to a court order.
- ii. The Subcontractors will be permitted to obtain customer data only to deliver the services the bidder has retained them to provide and will be prohibited from using customer data for any other purpose. The bidder

remains responsible for its subcontractors' compliance with bidder's obligations under the Project.

d. Location of Data:

- i. The location of the data (text, audio, video, image files, drawing files, GIS files, pdf, and any compressed data and software (including machine images), that are provided to the CSP for processing, storage or hosting by the CSP services in connection with the IBM's account and any computational results that an IBM or any end user derives from the foregoing through their use of the CSP's services) shall be as per the terms and conditions of the Empanelment of the Cloud Service Provider.
 - ii. Nature of replication between the DC and DRC (e.g., asynchronous replication of data between Primary DC and DRDC)
 - iii. RPO should be less than or equal to <<2 hours>> and RTO shall be less than or equal to <<4 hours>>. The key transaction data shall have <<RPO of 15 minutes>>.)
 - iv. DR Database Storage shall be replicated on an ongoing basis and shall be available in full (100% of the PDC) as per designed RTO/RPO and replication strategy. The storage should be 100% of the capacity of the Primary Data Center site
 - v. In the event of a site failover or switchover, DR site will take over the active role, and all requests will be routed through that site. Application data and application states will be replicated between data centers so that when an outage occurs, failover to the surviving data center can be accomplished within the specified RTO.
- e. **E-Discovery:** Electronic discovery (e-discovery) is the process of locating, preserving, collecting, processing, reviewing, and producing Electronically Stored Information (ESI) in the context of or criminal cases/proceedings or investigation. IBM must be able to access and retrieve such data in a CSP environment in a timely fashion for normal work purposes.
- f. **Law Enforcement Request:** The Law Enforcement Agency as mandated under any law for the time being in force may seek access to information stored on cloud as provided by the Service Provider. The onus shall be on the Cloud Service

Provider to perform all due diligence before releasing any such information to any such law enforcement agency.

- g. **Audit:** IBM shall ensure that the Cloud Service Provider's services offerings are audited and certified by STQC/MeitY. IBM include the following clauses in the Agreement:
 - i. The Cloud Service Provider's services offerings shall comply with the audit requirements defined under the terms and conditions of the Provisional Empanelment of the Cloud Service Providers (or STQC /MEITY guidelines as and when published).
 - ii. The Audit, Access and Reporting Requirements should be as per the terms and conditions of the Provisional Empanelment of the Cloud Service Provider.
- h. **Performance Management :** The critical SLAs for cloud services are covered under Annexure B

5.3. Audit and Governance Requirements

The CSP shall implement the audit & compliance features to enable the Agency to monitor the provisioned resources, performance, resource utilization, and security compliance:

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

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

5.4. Exit Management / Transition-Out Responsibilities

Continuity and performance of the Services at all times including the duration of the Agreement and post expiry of the Agreement is a critical requirement of IBM. It is the prime responsibility of CSP to ensure continuity of service at all times of the Agreement including exit management period and in no way any facility/service shall be affected/degraded.

The responsibilities of Service Provider with respect to Exit Management / Transition-Out services on cloud include:

- a. Provide necessary handholding and transition support to ensure the continuity and performance of the Services to the complete satisfaction of IBM.
- b. Support IBM in migration of the VMs, data, content and any other assets to the new environment created by IBM or any Agency (on behalf of IBM) on alternate cloud service provider's offerings to enable successful deployment and running of the IBM's solution on the new infrastructure by providing a mechanism to *IBM* for the bulk retrieval of all data, scripts, software, virtual machine images, and so forth to enable mirroring or copying to *IBM* supplied industry standard media.
- c. The format of the data transmitted from the cloud service provider to IBM should leverage standard data formats (e.g., OVF, VHD...) whenever possible to ease and enhance portability. The format will be finalized by IBM.

- d. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with IBM.
- e. Ensure that all the documentation required by IBM for smooth transition including configuration documents are kept up to date and all such documentation is handed over to IBM during regular intervals as well as during the exit management process.
- f. Shall not delete any data at the end of the agreement (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of IBM.
- g. Once the exit process is completed, remove the *IBM's* data, content and other assets from the cloud environment and certify that the VM, Content and data destruction to IBM as per stipulations and shall ensure that the data cannot be forensically recovered.
 - i. There shall not be any additional cost associated with the Exit / Transition-out process.

6. Project Timelines

The indicative milestones and project timelines are given below:

| Sl. No | Project Milestone | Indicative Timelines |
|--------|--|----------------------|
| 1 | Issue and Acceptance of Work Order | T0 |
| 2 | Setup of Cloud Environment and Handover the Cloud Environment to IBM | T0 + 1 Week |

- The bidder shall strictly adhere to above mentioned timelines. However, if the bidder is confident of completing the work before the stipulated period, he shall submit a revised project timelines along with the technical bid.
- In case, if the price bid of more than one bidder is same, in such cases, the bidder given the shortest project timelines, having more government and semi-government clients. In case, this also matches, the decision of the IBM will be final to opt for any of them.
- The bidder shall provide 18 VMs required for Staging environment immediately within 2 days from the date of issuance of Work Order.

Section II: Bidding Terms and Conditions

1. Instructions to Bidders

1.1. Availability of the RFP Documents:

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

1.2. Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their Bids, an amount of INR 15, 00,000/- (Rupees Fifteen Lakhs only), as Earnest Money Deposit (“EMD”).
- b. EMD can be either in the form of a/c payee DD/ FDR drawn in favour of “Pay and Accounts Officer, Indian Bureau of Mines” payable at Nagpur or a Bank Guarantee issued by any of the Nationalized/Scheduled/Commercialized banks of India in the format provided in the Annexure A- Form A.2.
- c. The original copy of EMD should reach to IBM office, address as mentioned in Section I clause 3 on or before the time of opening of bid. The original should be hosted / couriered / given person to the concerned authority of IBM latest by the last date and time of the bid submission otherwise uploaded bid will be rejected.
- d. EMD in any other form will not be accepted.
- e. EMD shall be valid for a period of Forty-five (45) days beyond the final bid validity period.
- f. EMD payment is exempted for Micro and Small Enterprises (MSE) with NSIC registered organizations in case of Single Point Registration covering all components of the said tender. Copy of valid NSIC Certificate for MSEs along with DIC's (District Industries Centre) Certificate has to be submitted along with the bid. Relevant documentation needs to be submitted along with the bid to substantiate the claim for exemption of EMD failing which, bidder's bid will be liable for rejection.
- g. EMD of all unsuccessful bidders would be refunded by IBM within 30 days of the bidder being notified by IBM as being unsuccessful and after received a written

request from the unsuccessful bidder for refund of the same. EMD of the successful bidder would be returned upon submission of Performance Bank Guarantee.

- h. No interest shall be payable by IBM to the Bidder(s) on the EMD amount for the period of its currency.
- i. The bid without adequate EMD, as mentioned above, will be liable for rejection without providing any further opportunity to the bidder concerned.
- j. The bidder shall extend the validity of the EMD on request by IBM
- k. EMD may be forfeited:
 - a. If a bidder withdraws its bid during the period of bid validity or any extension thereof agreed to by the bidder
 - b. In case of a successful bidder, if the bidder fails to submit the PBG in accordance with terms and conditions
 - c. If any of the bidders modify their bid during the validity period
 - d. If the Proposal is varied or modified in a manner not acceptable to IBM after opening of Proposal during the validity period or any extension thereof
 - e. If the Bidder tries to influence/jeopardize the bidding/evaluation process or submits any forged documents

1.3. Pre-Bid Conference

IBM will host a Pre-Bid Conference, tentatively scheduled as per the schedule given in section 1 clause 4 above. The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the pre-bid conference is to provide bidders with information regarding the RFP and the proposed requirements in reference to the particular RFP. It will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project. The venue for the Pre bid conference is the bid issuer's address provided in Section 1 Clause 3.

1.4. Bidder Inquiries and IBM's responses

- a. All enquiries from the prospective bidders relating to this RFP must be submitted in writing exclusively to the contact person notified by IBM as above in the format specified in Format A.1 Request for Clarification Format. A copy of the bidder enquiries should also be emailed to the bid issuer's email address provided in the Section 1 clause 3. The mode of delivering written questions would be through post

or email. It can also be presented in writing by the authorized representative of the prospective bidders during pre-bid conference. In no event will IBM be responsible for ensuring that bidders' inquiries have been received by them. Telephone calls or any other mode of communication other than prescribed herein will not be accepted for the queries.

- b. After the RFP is issued to the bidder, IBM shall accept written questions/inquiries from the bidders. IBM will endeavour to provide a complete, accurate, and timely response to all questions to all the bidders. However, IBM makes no representation or warranty as to the completeness or accuracy of any response, nor does IBM undertake to answer all the queries that have been posed by the bidders. All responses given by IBM will be published on the website given under Section 1 Clause 3. All responses given by IBM will be available to all the bidders. Any email communications sent by bidders to IBM must be sent to the email address provided in Section 1 Clause 3.
- c. IBM will not be bound to clarify any query after the pre-bid meeting.

1.5. Supplementary Information / Corrigendum / Amendment to the RFP

- a. If IBM deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue supplements to this RFP. Such supplemental information, including but not limited to, any additional conditions, clarifications, minutes of meeting, and official communication over email/post will be communicated to all the bidders by publishing on the website given under Section 1 Clause 3. Any such supplement shall be deemed to be incorporated by this reference into this RFP.
- b. The letters seeking clarifications sent either to all the bidders or to specific bidder as the case may be pertaining to pre-bid conference shall also be deemed to be incorporated by this reference in this RFP, as the case may be.
- c. At any time prior to the deadline (or as extended by IBM) for submission of bids, IBM, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder, may modify the RFP document by issuing amendment(s). All such amendments will be published on the website given under Section 1 Clause 3. All such amendment(s) will be binding on all the bidders.

- d. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, IBM, at its discretion, may extend the deadline for the submission of bids.

1.6. Proposal Preparation Costs:

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal in providing any additional information required by IBM to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the bid process. This RFP does not commit IBM to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the contract for implementation of the project.

1.7. IBM's Right to terminate the Process

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

1.8. Acceptance of part / whole bid / modification – Rights thereof:

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

1.9. Authentication of Bids

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

1.10. Interlineations in Bids

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

1.11. Consortium Bids

No Consortium is allowed.

1.12. Venue & Deadline for submission of proposals

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

1.13. Late Bids

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

1.14. Conditions under which this RFP is issued

- a. This RFP is not an offer and is issued with no commitment. IBM reserves the right to withdraw the RFP and change or vary any part thereof at any stage. IBM also reserves the right to disqualify any bidder, should it be so necessary at any stage for any reason whatsoever.

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

1.15. Rights to the Content of the Proposal:

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

1.16. Modification and Withdrawal of Proposals:

1. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date. Entire bid security shall be forfeited if any of the bidders modify or withdraw their bid during the bid validity period.
2. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the IBM, shall be disregarded.
3. The tender/ bid submission process is according to the e-Procurement process. The procedure for modification, substitution and withdrawal of bids shall be as specified in the e-Procurement website mentioned in the section 1 clause 3 of this RFP. Hence, bidders are advised to go through such procedures stated in the online procurement portal of IBM.
4. The Bidder may modify, substitute or withdraw its Bid after submission, provided the same is done before the last date of bid submission or that written notice of the modification, substitution or withdrawal is received by the IBM prior to the last date and time for submission of Bid. However, after the last date of bid submission, the EMD amount will be forfeited in case of modification, substitution or withdrawal of bid and such modified/ substituted bid will not be considered for evaluation.

1.17. Non-Conforming Proposals:

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

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

1.18. Disqualification:

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

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

- c. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices;
- d. Bidder qualifies the proposal with its own conditions or assumptions;
- e. Proposal is received in incomplete form;
- f. Proposal is received after due date and time for submission of bid;
- g. Proposal is not accompanied by all the requisite documents;
- h. A commercial bid submitted with assumptions or conditions.
- i. If the bidder provides any assumptions in the commercial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest (best value)
- j. Proposal is not properly sealed or signed;
- k. If bidder provides quotation only for a part of the project;
- l. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process;
- m. In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified;
- n. Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 7 days of the date of notice of award or within such extended period, as may be specified by IBM;
- o. Bidders may specifically note that while evaluating the proposals, if it comes to IBM's knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the tenders floated by IBM;
- p. If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
- q. Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices; and

- r. In case bidder fails to meet any of the bidding requirements as indicated in this RFP

1.19. Acknowledgement of Understanding of Terms:

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

1.20. Offer Validity period

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

1.21. Language of Proposals

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

2. Bid Submission Instructions

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

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

2.1. Documents Comprise of Proposal

a. Proposal submitted by the bidder shall comprise the following:

- i. Proposal covering letter (covering letter as set forth in Form A.3).
- ii. Technical proposal in the format as specified in Form A.3

- iii. Price bid as specified in Form A.5. The bidders need to provide the component-wise cost details used for arriving at the quoted commercials as specified in the Form A.5.1
- iv. Any other information that is required to be submitted in the proposal process.

2.2. Authentication

- i. The original and all copies of the bid shall be signed by the authorized signatory of the Bidder to bind the Bidder to the Contract. A letter of authorization either as per the Form A.3 shall be supported by a written power-of-attorney by board resolution accompanying the bid or in bidder's standard format. In case the bidder is submitting the power of attorney in bidder's standard format then it should be supported by the certificate issued by the board resolution/Company secretary stating that the person authorized to sign the entire document specific to this project. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid
- ii. Bidders shall furnish the required information in the enclosed formats only. Any deviations in format may make the bid liable for rejection. The bid document shall be accompanied by a covering letter as per the format in Form A.3. Thus main envelope shall consist of the covering letter, EMD, Technical bid and Price bid Envelopes. Proposals not accompanied with the covering letter shall be liable for rejection.

2.3. Technical Bid

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

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

2.4. Price Bid

- a. Unless expressly indicated, bidder shall not include any technical information regarding the services in the Price bid.

- b. Prices shall be quoted entirely in Indian Rupees and must be arrived at after including all expenses, rates, and taxes. However, GST, if any paid by the IA is reimbursable after producing documentary evidence.
- c. The Price bid must be detailed. A summary should be included in the form of the pricing matrices given in Form A.5 of this RFP.

2.5. Signature

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

3. Bid Submission

- a. Each bidder can submit one proposal only.
- b. IBM will not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.
- c. The e-Tender will be submitted online in two Electronic Envelope system
 - a) Electronic Envelope No-I: - Technical Bid
 - b) Electronic Envelope No-II: - Price Bid
- d. Original copies of EMD & Power of attorney are required to be submitted offline in the prescribed form at the address mentioned in section 1 clause 3 up to the Last date and time of submission of tender document

3.1. Instructions for Online Bid Submission

- a. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
- b. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

3.2. Registration

- a. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- e. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- f. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

3.3. Searching for Tender Documents

- a. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- c. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3.4. Preparation Of Bids

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

3.5. Submission of Bids

- a. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidder has to select the payment option as "offline" to pay the EMD as applicable and enter details of the instrument.
- d. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically

sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- e. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard BOQ format with the tender document; the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- f. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

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

3.6. Assistance To Bidders

- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

3.7. Prices

- a. The bidder shall quote the price as per specified format fixed for the entire project on a ***single responsibility basis***.
- b. The Bidder's price quote shall include all the components and services to meet the solution requirements.
- c. All the prices will be in Indian Rupees
- d. No adjustment of the price quoted in the Price Proposal shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost. No clauses for price fluctuations due to fluctuation of the Indian currency against any of foreign currency will be accepted during the period of the contract.
- e. The price quoted in the Price Proposal shall be the only payment, payable by the IBM to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment specified as in the proposed Price bid or the one agreed between IBM and the Bidder after negotiations. The price would be inclusive of all taxes, duties, charges and levies as applicable.
- f. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the proposal and the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

- g. Bidder should provide all prices, quantities as per the prescribed formats given in RFP. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (zero) in all such fields.
- h. It is mandatory to provide the break-up of all components in the format specified for detailed Bill of Material. The Price bid should include the unit price and proposed number of units for each component. In case of a discrepancy between the Bill of Material and the Price bid, the technical Bill of Material remains valid. In no circumstances shall the Price bid be allowed to be changed / modified.
- i. It is mandatory to provide break-up of all taxes, duties and levies wherever applicable and/or payable. All the taxes of any nature whatsoever shall be borne by the Bidder. It should be separately and clearly indicated how the local taxes will be applied for selling these services by a registered entity (anywhere in India) to the IBM (located at Nagpur).
- j. All costs incurred due to delay of any sort, shall be borne by the Bidder.
- k. IBM reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.
- l. If the prices of different components are bundled together in the Price Proposal, unbundling of these prices, i.e. allocating prices for individual components during evaluation or during signing the contract, if awarded the contract, will not be allowed.
- m. If the bundling of the price of different services makes it difficult for IBM to use them for the purpose of signing the contract, IBM shall have the right to reject these Price bids as un-responsive bids.
- n. If the price for any of the services is not explicitly quoted in the price bid or mentioned as zero, it is assumed that the price for that particular element is absorbed in some other service element for which a price has been quoted. IBM has the right to source services for which no price was quoted or quoted as zero, at no additional price.
- o. If taxes or any other applicable charges are not indicated explicitly, they are assumed to be bundled within the prices quoted and unbundling of these charges will not be entertained either during evaluation or contracting.

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

3.8. Correction of Errors

- a. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the proposals are opened. Corrections, if any, should be initialled by the person signing the proposal form before submission, failing which the figures for such items may not be considered.
- b. Arithmetic errors in proposals will be corrected as follows:
 - i. In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall prevail.
 - ii. In case of discrepancy between the cost quoted in the pricing summary sheet for a component and the total cost provided for the component in the detailed cost breakup sheet, the cost quoted in the pricing summary sheet for the component will be considered.
 - iii. In case of discrepancy between the total price given for a line item / component and the calculated total price (number of units multiplied by the cost per unit for that line item), the calculated total price will be considered.
 - iv. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall prevail.
 - v. If the bidder does not accept the correction of errors, its bid will be rejected and EMD shall be forfeited.

3.9. Non-conforming Proposals

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

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

3.10. Forfeiture Of Earnest Money Deposit

- i. If any bidder withdraws his bid before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to IBM then IBM shall, without prejudice to any other right or remedy, be at liberty to forfeit the entire earnest money absolutely.
- ii. If bidder fails to furnish the prescribed performance bank guarantee within the prescribed period, the earnest money is absolutely forfeited automatically without any notice.
- iii. In case the bidder fails to commence the work specified in the tender documents with in 7 days or such time period as mentioned in letter of award, after the date on which IBM issues written orders to commence the work, whichever is later, IBM shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.
- iv. If only a part of the work as shown in the bid is awarded, and the bidder does not commence the work, the amount of the earnest money to be forfeited should be worked out with reference to the estimated cost of the work so awarded.
- v. In case of forfeiture of earnest money as prescribed as I to IV above, the bidder shall not be allowed to participate in the retendering process of the work, if carried out.

3.11. Conflict of Interest

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

3.12. Termination for Insolvency

3.12.1. IBM may at any time terminate the work order / contract without any compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent.

3.12.2. In such event, the IBM reserves the right to forfeit the contract performance security of the bidder and award the contract to a replacement bidder.

3.13. General Conditions

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

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

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

- xi. IBM also reserves the right to modify/relax any of the terms & conditions of the RFP by declaring / publishing such amendments in the websites <http://eprocure.gov.in/eprocure/app> , and <http://ibm.gov.in>.
- xii. IBM in view of project's requirement, may reject any RFP(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage.
- xiii. IBM will not be responsible for any misinterpretation or wrong assumption by the bidder.

4. Bid Evaluation and Award of Contract

4.1. Bid Opening Sessions

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

4.2. Opening of EMD Envelope

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

4.3. Evaluation of Technical Bids

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

The bidders will be assessed on the following Technical criteria:

| Sl. No | Mandatory Criteria | Documentary Evidence |
|--------|---|--|
| 1 | Bidder must be incorporated and registered in India under the Indian Companies Act 1956 or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 and should have been in operation in India for minimum of 3 financial years ending 31 March, 2017 | Certificate of Incorporation |
| 2 | CSP must have an annual turnover of not less than Rs 20 crore for the last three consecutive financial years from the Data Centre related services. The Bidder (if the bidder is not CSP) should have an annual turnover of not less than INR 50 Crores for the last three consecutive financial years from IT Services. | Audited Financial statements by Chartered Accountant. |
| 3 | The CSP should have experience of provisioning Infrastructure as a Service (IaaS) on their Cloud for One government Project and One Private project in India during last 5 years ending last day of the month previous to the one in which bids are invited The bidder(if the bidder is not CSP) should have managed or managing the IT infrastructure for Data Centre /Cloud services to at least 3 clients (Private/PSU/Central Govt/State Govt. or any other Organization or agencies) in India during last 5 years ending last day of the month previous to the one in which bids are invited. | Copy of Client certificate, work order, completion certificate or extract from the contract mentioning the scope of work |
| 4 | The Cloud Service Provided (CSP) should have | Self-Declaration along with |

| Sl. No | Mandatory Criteria | Documentary Evidence |
|--------|--|--|
| | been empanelled as CSP by the Ministry of Electronics & Information and Technology, Government of India, and should have been completed the STQC audit compliant as on last date of submission of online bid. | Documentary evidence from MeitY with validity of empanelment and STQC audit. |
| 5 | The Data Centre and DRC should be a minimum of Tier III classification. | Relevant certificate |
| 6 | Data Centre and DRC should have a minimum of 3 ISPs already present at the time of Bid Submission | Relevant certificates |
| 7 | The CSP or the Data Centre facility provider where the CSP has its Cloud or the bidder should not be black listed by PSU/Central Govt/State Govt. or any other Organization or agencies in India. Also both CSP & Data Centre facility provider should not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any PSU/Central Govt/State Govt. or any other Organization or agencies in India. | Self-declaration as per form given in the RFP |

4.4. Evaluation of Price Bids

- a. The Price Bids of only the technically qualified bidders will be opened for evaluation.
- b. The bidder should quote one single figure in Indian Rupees (as indicated in the commercial format) as the all-inclusive fee for rendering the desired services. This fee must include APIs and SDKs that facilitate on-demand self-service, network

access, resource pooling, rapid elasticity and services that measure the usage of the Cloud Service. While submitting the financial bid, following must be kept in mind:

- a. The price quoted should include all costs associated with the assignment.
- b. The financial proposal should not include any assumptions or conditions attached to it and any such conditional financial bid shall be summarily rejected.
- c. The Price bid evaluation will be done based on the bidders' quote for the components required by IBM for the complete set of services
- d. Whether IBM procures these services or not, all the elements in the list of services listed will be used for evaluation.
- e. If the price for any of the services is not explicitly mentioned or mentioned as "zero", it is assumed that the price for that particular element is absorbed in some other service element for which a price has been quoted or it is supplied at free of cost to IBM.
- f. Total Cost (TC): The Total cost of the bid will be the price quoted by the bidder in the price bid.
- g. The total cost will be derived after multiplying the unit cost quoted in the price bid with the Total quantity mentioned in the attached indicative Bill of Material.
- h. The bidder with lowest Total Cost (TC) is considered as ***"successful bidder"***
- i. In case of a tie where two or more bidders achieve the same Total Cost (TC), the bidder proposed shorter duration of the project will be invited first for negotiations for awarding the contract.
- j. Even though the evaluation is carried out on the basis of Total Cost quoted by the bidder, the contract value is only unit price and payments to the bidder are made on the basis of usage.
- k. Even though unit price of the additional components is requested in the price, it is primarily for the price discovery only and it will not be part of the contract.

4.5. Negotiations, Agreement Finalization and Award

- a. IBM shall reserve the right to negotiate with the successful bidder to ascertain the basis of price quoted in price bid and also other commercial terms and conditions furnished in the techno-commercial proposal. IBM shall reserve the right to negotiate with the qualified bidders to bring onboard the L2,L3,L4... in that

- sequence, in case of failure of L1 to provide services as per agreement at any stage of contract provided that L2, L3, L4... (in that sequence) are ready to give the services at the rate of L1 and as per the agreement signed between L1 and IBM.
- b. After completing the negotiations, a letter of communication will be sent to the successful bidder inviting to sign the contract. Mere issue of letter of communication doesn't mean award of work. IBM reserves the right of awarding the contract.
 - c. Once the contract is signed, the successful bidder shall submit the Performance Bank Guarantee within 7 days as per the terms and conditions laid out in this RFP for the submission of Performance Bank Guarantee.
 - d. If a successful bidder who has been awarded the contract fails to sign the contract or fail to submit the PBG within 7 days of date of issue of notice of award, the EMD of that bidder will be forfeited.

4.6. Award of Contract

4.6.1. Award Criteria

IBM will award the Contract to the bidder whose proposal has been determined to be the "successful bidder".

4.6.2. IBM's Right to Accept any Proposal and to Reject any Or All Proposals

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

4.6.3. Notification of Award

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

4.6.4. Signing of Agreement

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

4.6.5. Performance Bank Guarantee

- a. The successful bidder shall at his own expense deposit with IBM, within 7 days of the date of notice of award or prior to signing of the agreement whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) by way Bank Guarantee from a Nationalized/Scheduled/Commercial Bank acceptable to IBM in the format prescribed by IBM, payable on demand, for the due performance and fulfillment of the agreement by the bidder.
- b. **The Performance Guarantee (PG) will be for an amount of 10% of the Total annual Cost**, derived from the multiplication of unit price quoted by the bidder with the quantity mentioned in the indicative Bill of Material. All incidental charges whatsoever such as premium, commission etc., with respect to the performance guarantee shall be borne by the successful bidder.
- c. The performance guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets extended, the bidder shall get the validity of Performance Bank Guarantee extended to cover such extended time for completion of project.
- d. After recording of the completion certificate for the project by the competent authority, the performance guarantee shall be returned to the bidder, without any interest.
- e. IBM shall not make a claim under the performance guarantee except for amounts to which IBM is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of :
 - a. Failure of the bidder to extend the validity of the Performance Bank Guarantee as described herein above, in which event IBM may claim the full amount of the PBG.
 - b. Failure by the bidder to pay IBM any amount due, either as agreed by the bidder or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by IBM.

- f. In the event of the bidder being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of IBM.

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

- a. Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event IBM may invite for negotiation and award the contract to the next successful bidder, if they matches with the prices of L1 or call for new proposals.

5. Dispute Resolution

- a. "In event of any dispute of difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved disputes or differences shall be referred to arbitration of the arbitrator to be appointed as per the provisions of Arbitration and Conciliation Act, 1996 (No.26 of 1996). The venue of such arbitration shall be at Nagpur or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be in English. The arbitrator shall make a reasoned award (the "Award") which shall be final and binding on the parties". The expenses of the arbitration proceedings shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- b. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published, the parties shall continue perform all of their obligations under the agreement without prejudice to a final adjustment in accordance with such award."
- c. 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.

- d. In case the escalations do not help in resolution of the problem within 3 weeks of escalation, both the parties should agree on a mediator from the High court panel of mediators for communication between the two parties. The process of the mediation would be as follows:
 - i. 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.
 - ii. The mediator shall use his best endeavors to conclude the mediation within a certain number of days of his appointment.
 - iii. 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.
- e. 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:
 - i. 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.
 - ii. Both parties should thereafter agree on the panel of experts who are well conversant with the issue under dispute
 - iii. The expert panel shall use his best endeavors to provide a neutral position on the issue.
 - iv. If no resolution can be reached through the above means within 30 days then the matter should be referred to Arbitration.
- f. 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 Department is located in India. The provisions of the Arbitration and Conciliation

Act, 1996 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 will be held at the High Court where the Department is located in India. Any legal dispute will come under the sole jurisdiction of state jurisdiction of the Department in India.

6. Payment Terms

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

6.1. Payments shall be subject to deductions of any amount for which the CSP is liable under the empanelment or RFP conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income-Tax Act and / or any other statutory provisions.

6.2. Liquidated Damages

In the event of the Bidder's failure to submit the Guarantees and Documents and provision the infrastructure as per schedule specified in this RFP, IBM may at its discretion withhold any payment until the completion of the contract. IBM may also deduct from the payment due to the Bidder as agreed, liquidated damages to the sum of 0.5% of the contract price of the corresponding milestone payment of the delayed / undelivered services/monthly installment for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not more than 10% of the value of corresponding milestone payment of the delayed / undelivered services/monthly installment. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to IBM under the contract and law. Liquidated damages shall not be imposed for the period of delay solely attributable to IBM.

6.3. Payment Schedules and Milestones

All the payments will be done to the selected Service Provider by the <<IBM after the delivery of services.

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

| S. No. | Phase | Milestone | Amount |
|--------|--|--|--|
| 1 | Monthly Payments* <i>(The first monthly</i> | At the end of each month after satisfactory delivery of the services and acceptance of the | Payment will be based on the actual usage measured in minutes of the services and as per the "Unit Costs" under Pricing Summary Sheet. If the billing period less than one month, then |

| | | |
|--|---------------------------|--|
| <i>payment will be due on completion of one month (30 days) from the Effective Date of Contract)</i> | submitted invoice to IBM. | amount will be calculated on pro-rata basis and for this purpose the following factors are considered a) One month is equal to 30 days b) One day consists of 24 hours c) One hour consists of 60 minutes |
|--|---------------------------|--|

6.4. Terms and conditions

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

6.5. Provisioning Cloud services for additional quantities at proposed rate

- o Annexure C specifies indicative quantities and compute for IT Infrastructure components for availing cloud services.
- o Based on future requirements, IBM is likely to purchase additional quantities of cloud service covered in this RFP.
- o The rates offered for cloud services must be valid for entire contract/project duration. No variation in these quoted rates shall be allowed during this period.
- o IBM will have liberty to order additional cloud service items, at the rates offered in the commercial bid.
- o IBM reserves the right to scale down and scale up the IT infrastructure. The payment would be made only on the actual usage of the IT infrastructure as per the rates provided by the Bidder in their Commercial

6.6. Project Extension:

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

7. Indemnity:

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

- a. Any mis-statement or any breach of any representation or warranty made by the Bidder or
- b. The failure by the Bidder to fulfill any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created by Bidder pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by Bidder pursuant to this Agreement, or the SLAs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or

other rights thereto) created by “Implementation of the IT Infrastructure product by itself at the direction of IBM, or

- c. Any compensation / claim or proceeding by any third party against IBM arising out of any act, deed or omission by the Bidder or
- d. Claim filed by a workman or employee engaged by the Bidder for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred
- e. Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

8. Force Majeure:

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

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

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

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

9. Limitation of Liability:

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

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

- a. The particular hardware/software; or
- b. Services provided during the twelve (12) months immediately preceding the date of the claim; that in each case is the subject of the claim
- c. This limit shall not apply to damages for bodily injury (including death) and damage to real property and tangible personal property for which the Bidder is legally liable

Annexure A

Form A.1 Request for Clarification Format

<<Date>>

To
Indian Bureau of Mines,
Civil Lines, Nagpur

Dear Sir

Sub: Request for Clarification on RFP – reg.

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

Form A.2 – Format for Earnest Money Deposit (EMD)

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

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

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

4. notwithstanding anything contained hereinabove:

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

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

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

Dated this _____ day of _____ 2017

For the Bank of _____

(Agent/Manager)

Form A.3 – RFP Response Cover Letter

Original signed copy on company letterhead

[Date]

To,

Indian Bureau of Mines,

Civil Lines, Nagpur

Sir / Madam,

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

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

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

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

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

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

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

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

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

We hereby declare that in case the contract is awarded to us, we will obtain necessary Performance Bank Guarantee in the formats acceptable to IBM and furnish them within the time frames set out in the RFP.

We agree that you are not bound to accept any response that you may receive from us. We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the RFP response.

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

Dated this Day of **2017**

(Signature) (In the capacity of)

(Name)

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

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

Witness Signature:

Witness Name:

Witness Address:

(Company Seal)

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I,,....., the Company Secretary of, certify that who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body vide resolution No_____.

Date:

Signature:

(Company Seal)

(Name)

List of Enclosures:

1. EMD as per the details provided in the RFP

2. Undertaking from Cloud Service Provider (CSP) *(In case the bidder is different from the Cloud Service Provider)*
3. Envelop super-scribed "Technical Bid" as per the format provided in RFP
4. Envelop super-scribed "Price Bid" as per the format provided in RFP
5. A certified true copy of the corporate sanctions / approvals authorizing its authorized representative to sign/act/execute documents forming part of this proposal including various RFP documents and binding contract

Form A.4: Self-declaration on the Blacklisting (Bidder and CSP in case bidder and CSP are different)

(Company letterhead)

[Date]

To,

Indian Bureau of Mines,

Civil Lines, Nagpur

Dear Sir,

Sub: Self- declaration on Blacklisting

Ref.: Tender no. _____ for Procurement of Cloud Services

We confirm that we are not blacklisted by Central/ State Government Ministry/ Department/ PSU/ Government Company. We also confirm that we're not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Indian Central/ State Government Ministry/ Department/ PSU/ Government Company.

Dated this Day of **2017**

(Signature)

(In the capacity of)

(Name)

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

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

Form A.5 – Commercial Bid Formats – as per BoQ (Price bid)

Form A.6 - Undertaking on Absence of Litigation

(Company letterhead)

[Date]

To,

Indian Bureau of Mines,

Civil Lines, Nagpur

Sub: Undertaking on Absence of Litigation

Dear Sir,

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

Yours faithfully,

(Signature)

(In the capacity of) \

(Name)

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

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

Form A.7 – Undertaking from Cloud Service Provider (CSP)

(In case the bidder is different from the Cloud Service Provider)

(CSP letterhead)

[Date]

To,

Indian Bureau of Mines,
Civil Lines, Nagpur

Sub: Authorization to the <Service Provider> for Providing Services based on our Cloud Services

Sir / Madam,

This is to certify that I/We am/are the Cloud Service Provider and all of our offered Cloud Service Offerings for the proposed deployment models (listed below) are provisionally empaneled with MeitY.

I/We confirm that <name of SP> (“SP”) have due authorization from us to provide the cloud based services listed below, to IBM, as per Request for Proposal (RFP) document relating to <<Title of the RFP>>

| Sr. No. | Service Offering | Deployment Model | Remarks |
|---------|------------------|------------------|---------|
| 1. | | | |
| 2. | | | |
| 3. | | | |

Yours faithfully,

Authorized Signatory

Designation

CSP’s company name

CC: SP's corporate name

Form A.8 – Organization Information (Use separate sheet in case bidder and CSP)

A.8.1 General Information

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

A.8.2. Details of the Organization

| Details of the Organization | |
|---|------------------------------|
| Name of the Organization | |
| Nature of the legal status in India | (Public Ltd. / Private Ltd.) |
| Nature of business in India | |
| Address of the Headquarters | |
| Address of the Registered Office in India | |
| Date of Incorporation | Date and ROC No. |
| Date of Commencement of Business | Date and ROC No. |
| Other Relevant Information | |
| PAN Number, GSTN Number, VAT Number, etc. | |

A.8.3. Financial Information

| Financial Information | | | |
|---|-------------------|-------------------|-------------------|
| | FY 2014-15 | FY 2015-16 | FY 2016-17 |
| Revenue (in INR Crore) | | | |
| Profit Before Tax (in INR crore) | | | |
| Other Relevant Information | | | |

A.8.4 Project Experience (Use one sheet for each project)

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

| | |
|---|--|
| Geographical Location of Implementation | |
| Number of Locations / business units at which the project is implemented | |
| Peak on-site (at the client location) project team size of the IA during implementation | |
| Peak on-site (at the client location) project team size of the IA during post-implementation support | |
| Date of commencement of the project | |
| Date of successful completion of the project | |
| If not completed, expected date of completion | |
| Brief Description of the Project in terms processes automated, complexity of the project, significant achievements, uniqueness, | |
| Scope of the Project | |
| Brief details of the Solution: | |
| A packaged implementation/developed from scratch | |
| The solution modules/engines/components implemented | |
| Number of Users of the solution | |
| Methodology Adopted | |
| Relevance of the implementation to the current project | |
| Other Relevant Information | |
| | |

Form A.9 – Performance Bank Guarantee format

[Date]

From:

Bank _____

To,

GOVERNMENT OF INDIA

MINISTRY OF MINES

Indian Bureau of Mines

Indira Bhawan, Civil Lines,

NAGPUR- 440 001

Dear Sir / Madam,

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

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

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

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

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be

discharged from the liabilities hereunder. This Performance Bank Guarantee shall be in addition to and not in substitution or in derogation of any other security held by you to secure the performance of the obligations of our constituent under the Contract.

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

4. Notwithstanding anything contained hereinabove:

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

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

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

Yours faithfully,

for _____ Bank

(Authorized Attorney)

Place : _____

Date : _____

Seal of the Bank

Annexure B

10. Service Level Agreement (SLA)

10.1. Measurement and Monitoring

- a. The SLA parameters shall be monitored on monthly basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of IBM or an agency designated by them, then IBM will have the right to take services form another CSP at the cost of existing CSP or/and termination of the contract.
- b. The full set of service level reports should be available to IBM on a monthly basis or based on the project requirements.
- c. The Monitoring Tools shall play a critical role in monitoring the SLA compliance and hence will have to be customized accordingly. The CSP shall make available the Monitoring tools for measuring and monitoring the SLAs. The bidder may deploy additional tools and develop additional scripts (if required) for capturing the required data for SLA report generation in automated way. The tools should generate the SLA Monitoring report in the end of every month which is to be shared with the IBM on a monthly basis. IBM or its nominated agency shall have full access to the Monitoring Tools/portal (and any other tools / solutions deployed for SLA measurement and monitoring) to extract data (raw, intermediate as well as reports) as required during the project. IBM or its nominated agency will also audit the tool and the scripts on a regular basis.
- d. The measurement methodology / criteria / logic will be reviewed by IBM.
- e. In case of default on any of the service level metric, the CSP shall submit performance improvement plan along with the root cause analysis for IBM's approval.

10.2. Periodic Reviews

- a. During the contract period, it is envisaged that there could be changes to the SLA, in terms of measurement methodology / logic / criteria, addition, alteration or deletion of certain parameters, based on mutual consent of both the parties, i.e. IBM and CSP.

- b. IBM and CSP shall each ensure that the range of the Services under the SLA shall not be varied, reduced or increased except by the prior written agreement of IBM and CSP in accordance with the Change Control Schedule.
- c. The SLAs may be reviewed on an annual basis by IBM in consultation with the CSP and other agencies.

10.3. Penalties

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

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

10.4. Service Levels

| S. No. | Service Level Objective | Measurement Methodology / | Target/Service Level | Penalty (Indicative) |
|----------------------------|--|---|--|--|
| Availability/Uptime | | | | |
| 1. | Availability/Uptime of cloud services Resources for Production environment (VMs, Storage, OS, VLB, Security Components,) | Availability (as per the definition in the SLA) will be measured for each of the underlying components (e.g., VM, Storage, OS, VLB, Security Components) provisioned in the cloud. Measured with the help of | Availability for each of the provisioned resources: >=99.5% | Default on any one or more of the provisioned resource will attract penalty as indicated below. <99.5% & >=99% (10% of the <<periodic Payment>> < 99% (30% of the |

| S. No. | Service Level Objective | Measurement Methodology / | Target/Service Level | Penalty (Indicative) |
|--------|--|--|---|--|
| | | SLA reports provided by CSP | | <<periodic Payment>>) |
| 2. | Availability of Critical Services (e.g., Register Support Request or Incident; Provisioning / De-Provisioning; User Activation / De-Activation; User Profile Management; Access Utilization Monitoring Reports) over User / Admin Portal and APIs (where applicable) | Availability (as per the definition in the SLA) will be measured for each of the critical services over both the User / Admin Portal and APIs (where applicable) | Availability for each of the critical services over both the User / Admin Portal and APIs (where applicable) >= 99.5% | Default on any one or more of the services on either of the portal or APIs will attract penalty as indicated below. <99.5% and >= 99% (10% of the <<Periodic Payment>>) <99% (20% of the <<Periodic Payment>>) |
| 3. | Availability of the network links at DC and DR (links at DC / DRC, DC-DRC link) | Availability (as per the definition in the SLA) will be measured for each of the network links provisioned in the cloud. | Availability for each of the network links: >= 99.5% | Default on any one or more of the provisioned network links will attract penalty as indicated below. <99.5% & >=99% (10% of the <<periodic Payment>>) < 99% (30% of the <<periodic Payment>>) |
| 4. | Availability of Regular Reports (e.g., Audit, Certifications,) indicating the | | 15 working days from the end of the quarter. If STQC issues a certificate | 5% of <<periodic Payment>> |

| S. No. | Service Level Objective | Measurement Methodology / | Target/Service Level | Penalty (Indicative) |
|---|---|---|--|--|
| | compliance to the Provisional Empanelment Requirements. | | based on the audit then this SLA is not required. | |
| Support Channels - Incident and Helpdesk | | | | |
| 5. | Response Time | Average Time taken to acknowledge and respond, once a ticket/incident is logged through one of the agreed channels. This is calculated for all tickets/incidents reported within the reporting month. | 95% within 15minutes | <95% & >=90% (5% of the <<periodic Payment>>) < 90% & >= 85% (7% of the <<periodic Payment>>) < 85% & >= 80% (9% of the Periodic Payment) |
| 6. | Time to Resolve - Severity 1 | Time taken to resolve the reported ticket/incident from the time of logging. | For Severity 1, 98% of the incidents should be resolved within 30 minutes of problem reporting | <98% & >=90% (5% of the <<periodic Payment>>) < 90% & >= 85% (10% of the <<periodic Payment>>) < 85% & >= 80% (20% of the <<periodic Payment>>) |
| 7. | Time to Resolve - Severity 2,3 | Time taken to resolve the reported ticket/incident from the time of logging. | 95% of Severity 2 within 4 hours of problem reporting AND 95% of Severity 3 within 16 hours of problem reporting | <95% & >=90% (2% of the <<periodic Payment>>) < 90% & >= 85% (4% of the <<periodic Payment>>) < 85% & >= 80% (6% of the <<periodic Payment>>) |
| Security Incident and Management Reporting | | | | |

| S. No. | Service Level Objective | Measurement Methodology / | Target/Service Level | Penalty (Indicative) |
|---------------------------------|--|--|----------------------------------|---|
| 8. | Percentage of timely incident report | Measured as a percentage by the number of defined incidents reported within a predefined time (1 hour) limit after discovery, over the total number of defined incidents to the cloud service which are reported within a predefined period (i.e. month). Incident Response - CSP shall assess and acknowledge the defined incidents within 1 hour after discovery. | 95% within 1 hour | <95% & >=90% (5% of the <<Periodic Payment>>) < 90% & >= 85% (10% of the <<Periodic Payment>>) < 85% & >= 80% (15% of the <<Periodic Payment>>) |
| 9. | Percentage of timely incident resolutions | Measured as a percentage of defined incidents against the cloud service that are resolved within a predefined time limit (month) over the total number of defined incidents to the cloud service within a predefined period. (Month). Measured from Incident Reports | 95% to be resolved within 1 hour | <95% & >=90% (5% of the <<Periodic Payment>>) < 90% & >= 85% (10% of the <<Periodic Payment>>) < 85% & >= 80% (15% of the <<Periodic Payment>>) |
| Vulnerability Management | | | | |
| 10. | Percentage of timely vulnerability corrections | The number of vulnerability corrections performed by the cloud service provider - Measured as a percentage by the number of vulnerability corrections performed within a predefined time limit, over the total number of vulnerability | 99.95% | >=99% to <99.95% [10% of Periodic Payment] >=98% to <99% [20% of Periodic Payment] <98% [30% of Periodic Payment] |

| S. No. | Service Level Objective | Measurement Methodology / | Target/Service Level | Penalty (Indicative) |
|--------|--|--|----------------------|--|
| | | <p>corrections to the cloud service which are reported within a predefined period (i.e. month, week, year, etc.).</p> <ul style="list-style-type: none"> • High Severity Vulnerabilities – 30 days - Maintain 99.95% service level • Medium Severity Vulnerabilities – 90 days - Maintain 99.95% service level | | |
| 11. | Percentage of timely vulnerability reports | Measured as a percentage by the number of vulnerability reports within a predefined time limit, over the total number of vulnerability reports to the cloud service which are reported within a predefined period (i.e. month, week, year, etc.). | 99.95% | <p>>=99% to <99.95% [10% of Periodic Payment]</p> <p>>=98% to <99% [20% of Periodic Payment]</p> <p><98% [30% of Periodic Payment]</p> |
| 12. | Security breach including Data Theft/Loss/Corruption | Any incident where in system compromised or any case wherein data theft occurs (including internal incidents) | No breach | <p>For each breach/data theft, penalty will be levied as per following criteria. Any security incident detected INR << 5 Lakhs>>. This penalty is applicable per incident. These penalties will not be part of overall SLA penalties cap per month. In case of serious breach of security wherein the data is stolen or corrupted, IBM</p> |

| S. No. | Service Level Objective | Measurement Methodology / | Target/Service Level | Penalty (Indicative) |
|---|--|---|--|---|
| | | | | reserves the right to terminate the contract. |
| 13. | Availability of SLA reports covering all parameters required for SLA monitoring within the defined time | | (e.g., 3 working days from the end of the month) | 5% of <<periodic Payment>> |
| Service levels for Disaster Recovery | | | | |
| 14. | Recovery Time Objective (RTO) (Applicable when taking Disaster Recovery as a Service from the Service Provider) | Measured during the regular planned or unplanned (outage) changeover from DC to DR or vice versa. | <<RTO <= 4 hours>> [IBM to indicate based on the application requirements] | 10% of <<Periodic Payment>> per every additional 4 (four) hours of downtime |
| 15. | RPO (Applicable when taking Disaster Recovery as a Service from the Service Provider) | Measured during the regular planned or unplanned (outage) changeover from DC to DR or vice versa. | <= 2 hours IBM to indicate based on the application requirements] | 10% of <<Periodic Payment>> per every additional 2 (two) hours of downtime |
| 16. | Availability of Root Cause Analysis (RCA) reports for Severity 1 & 2 | | Average within 5 Working days | 5% of <<periodic Payment>> |

Note:

1. Periodic Payment means Monthly Payment
2. **Severity Levels:** Below severity definition provide indicative scenarios for defining incidents severity. However IBM will define / change severity at the time of the incident or any time before the closure of the ticket based on the business and compliance impacts.

| 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. | |

10.5. Definitions

- i. **Cloud “Service Level Objective” (SLO)** means the target for a given attribute of a cloud service that can be expressed quantitatively or qualitatively.
- ii. **Cloud SLAs** means documented agreement between the cloud service provider and the Department that identifies services and cloud service level objectives (SLOs).
- iii. **Response time** is the time interval between a cloud service customer initiated event (e.g., logging of the request) and a cloud service provider initiated event in response to that stimulus.
- iv. **“Scheduled Maintenance Time”** shall mean the time that the System is not in service due to a scheduled activity. Scheduled maintenance time is planned downtime with the prior permission of the Department, during non-business

hours. The Scheduled Maintenance time <<within 10 hours a month>> as agreed shall not be considered for SLA Calculation.

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

Availability is defined as:

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

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

Annexure C

11. Indicative Bill of Material (Attached as Separate Excel Documents along with price bid (BoQ))

11.1. Staging

11.2. Production

11.3. Disaster Recovery