



Tender document for Rate Contract of Service Providers for providing Cloud Services

Reference number: DGRPG/Cloud/2023/1

Department of Governance Reforms and Public Grievances

Government of Punjab

Plot D-241, Industrial Area, Phase – 8B,
Sector – 74, Mohali – 160071

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1. Notice inviting tender

Government of Punjab

Tender Reference Number: DGRPG/Cloud/2023/1

The Department of Governance Reforms and Public Grievances (DGRPG) invites online bids for the Rate Contract of Service Providers for providing Cloud Services.

Closing date and time is 22.05.2023 at 05.00 PM. For details log on to <https://dgrpg.punjab.gov.in/> and <https://eproc.punjab.gov.in/>.

2. Document control sheet

SN	Particular	Details
1.	Document reference number	DGRPG/Cloud/2023/1
2.	Date & time for the start of sale of e-tender	19-04-2023 09:00 Hrs
3.	Date and time for submission of email queries	30-04-2023 upto 17:00 Hrs
4.	Date and time for pre-bid meeting	01-05-2023 11:00 Hrs
5.	Date and time for submission of bids	22-05-2023 upto 17:00 Hrs
6.	Date and time of opening of pre-qualification bids	24-05-2023 11:00 Hrs
7.	Date of opening of financial bids	To be intimated later
8.	Address for communication	Department of Governance Reforms and Public Grievances, Plot D-241, Industrial Area, Phase – 8B, Sector – 74, Mohali - 160071
9.	Cost of tender document & mode of payment	Rs. 5,000/- (Rs. Five Thousand Only) through online mode.
10.	Online Earnest Money Deposit (EMD)	Rs. 10,00,000/- (Rs. Ten Lakhs Only)
11.	Contact details	Mr. Gagan Goyal, System Manager Mobile : +91 98725 90425 Mr. Anwar, Assistant Manager Mobile :+91 98888 19150 Email: anwar@punjab.gov.in , radhika.thakur34@punjab.gov.in
12.	Website for Tender reference	https://dgrpg.punjab.gov.in/ and https://eproc.punjab.gov.in/

Note:

- 2.1.1 All corrigendum / addendums / clarifications regarding this Tender shall be posted on the above mentioned websites only. No other communication or advertisement will be given.

3. Definitions

- 3.1.1 Unless the context otherwise requires, the following terms whenever used in this tender and contract have the following meanings.
- 3.1.1.1 “DGRPG” means Department of Governance Reforms and Public Grievances, Punjab.
- 3.1.1.2 “Client” refers to any Department / Board / Corporation / PSU / Society of the Government of Punjab which issues the work order for availing cloud services.
- 3.1.1.3 “Bids” means proposal or bid submitted by bidder in response to this Tender.
- 3.1.1.4 “Bidder” means a firm / company / business entity who submits a bid in response to this tender. Bidders shall be categorized into Type - A (who submit their financial bid as per Type - A format) and Type - B (who submit their financial bid as per Type - B format).
- 3.1.1.5 “Committee” means the committee constituted by DGRPG for evaluation of bids.
- 3.1.1.6 “CSP” means “Cloud Service Provider” having a valid MeitY, Gol empanelment for providing cloud services. Any CSP can bid directly or authorize their ESP for the bidding.
- 3.1.1.7 “ESP” or “Empanelled Service Provider” refers to the bidders who are qualified as per the criteria laid down under this document and who submit a valid financial bid. Contract would be signed with each such ESP. ESP shall be categorized into Type - A and Type - B as detailed in this document.
- 3.1.1.8 “Contract” means the rate contract entered between the DGRPG and the ESP for supply of cloud services.
- 3.1.1.9 “Supplier” means the ESP to whom work order is issued for supply of cloud services to the Client.
- 3.1.1.10 “Work Order” refers to the work order issued by the Client to the Supplier for their requirement.
- 3.1.1.11 “EMD” means “Earnest Money Deposit”.
- 3.1.1.12 “PBG” means “Performance Bank Guarantee”.

- 3.1.1.13 “Similar Work” means providing services related to cloud services.
- 3.1.1.14 “SLA” refers to “Service Level Agreement”
- 3.1.1.15 Recovery Point Objective is the maximum allowable time between recovery points i.e. 1 hour
- 3.1.1.16 Recovery Time Objective is the maximum amount of time a business process may be disrupted, after a disaster, without suffering unacceptable business consequences i.e. 4 minutes.

4. Introduction

- 4.1.1 DGRPG administers the implementation of e-Governance projects for the overall benefit of the citizens and public by setting up the necessary administrative, financial, legal and technical framework, implementation mechanism and resources for various government departments in the State of Punjab.
- 4.1.2 Numerous software applications have been and are being developed for the convenience of the citizens and automation in various departments by the Government of Punjab. For hosting these applications in a seamless manner, DGRPG intends to sign rate contracts with firms for providing cloud services for hosting various software applications of the Government of Punjab.
- 4.1.3 Through this tender, DGRPG invites bids from CSPs or their authorized ESPs for getting empanelled for providing cloud services to the Client.
- 4.1.4 There will be no minimum commitment of business in respect of the cloud services to be taken by the Client from the ESP. Bidders may make their own assessment before submission of bids.
- 4.1.5 All the procured cloud services should be delivered from the India Region of the CSPs.

5. Instructions to bidders

5.1 Bid evaluation process

5.1.1 Bidders may opt for any of the following two type of empanelments:

5.1.1.1 **Type - A:** This type of empanelment is to be used by the bidders who:

5.1.1.1.a Have displayed the prices of their cloud items on their respective CSP's website and

5.1.1.1.b Offer scaling up and down of resources in real time by the client without intervention of the bidder.

5.1.1.2 **Type - B:** All bidders who are not covered in Type - A.

5.1.2 The bid evaluation will be carried out in a two stage process as under:

5.1.2.1 Pre-qualification / eligibility evaluation

5.1.2.2 Financial bids evaluation

5.1.3 During the process of evaluation of the bids, DGRPG may, at its discretion, ask bidders for clarifications on their bids. The bidders are required to respond within the prescribed time frame given for submission of such clarification otherwise the Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection.

5.2 Eligibility / pre-qualification criteria

5.2.1 The evaluation will be carried out by the Committee as per the pre-qualification / eligibility criteria defined in the tender document. Only the bidders who fulfill the given pre-qualification eligibility criteria shall be eligible for next round of evaluation i.e. Financial bid opening. Non-conforming bids will be rejected and will not be eligible for any further processing.

5.2.2 The CSPs can authorize any number of bidders for the purpose of this tender.

5.2.3 The eligibility criteria are given as below:-

SN	Eligibility Criteria	Supporting documents
For CSPs bidding directly		

Tender document for Rate Contract of Service Providers for providing Cloud Services

SN	Eligibility Criteria	Supporting documents
1.	The bidder should be MeitY empanelled for providing Cloud Services (as on bid submission date)	Copy of empanelment letter from MeitY. Latest audit reports as required by MeitY empanelment.
2.	Type of empanelment opted	Relevant proof for Type-A empanelment
For bidders authorized by CSPs		
1.	<p>Bidder should be either:</p> <ul style="list-style-type: none"> ● A company registered under the Indian Companies Act, 2013 / 1956 OR ● A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR ● A partnership firm registered under the Indian Partnership Act, 1932 	Any relevant document to prove that the bidder is a legal entity like Certificate of Incorporation, Certificate of Registration, Partnership document as per the act of 1932, etc.
2.	The bidder should be in operation for at least the last two years as on 31 st March 2023 in doing “Similar Work”.	Work order / contract to validate the year and area of activity.
3.	<p>The bidder should have successfully completed “Similar Work” in government / reputed private organizations which involved providing “Similar Work” during the last five years ending 31.01.2023 as per following details: -</p> <p>a. One similar work costing not less than the amount equal to Rs. 35 lakhs per month. OR</p> <p>b. Two similar works each costing not less than the amount equal to Rs. 25 lakhs per month each. OR</p> <p>c. Three similar works costing not less than the amount equal to Rs. 15 lakhs per month each.</p>	<p>1) For completed projects:</p> <p>a) Work order confirming year, cost and similar work.</p> <p>b) Completion certificate / Satisfactory Client certificate confirming year, cost and similar work.</p> <p>2) For projects in progress in which minimum 6 months have been completed:</p> <p>a) Work order confirming year, cost and similar work.</p> <p>b) Satisfactory Client certificate/ Invoice Copy (with CA certificate specifying payment details) or any other relevant proof mentioning work order details, completion of at least 6 months of activity along</p>

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SN	Eligibility Criteria	Supporting documents
		with cost for the duration for which the work has been done.
4.	The bidder should have a minimum average annual turnover of Rs. 25 crore, in any three of the last five financial years for which the bidder's accounts have been audited.	Audited Financial Statements OR Certificate from statutory auditors clearly certifying the turnover requirements OR CA certificate clearly certifying average annual turnover requirements
5.	The bidder should have positive net worth in the last two audited financial years.	CA Certificate clearly certifying the positive net-worth
6.	Type of empanelment opted	Relevant proof for Type-A empanelment
7.	The bidder should be ISO 9001 certified which should be valid on the date of submission.	Self-certified copy of certification
8.	The bidder must be authorized by a MeitY empaneled CSP. Note: One ESP can submit MAF of one CSP only.	Authorization Certificate from the CSP stating clearly that the bidder has been authorized to participate in this tender.
9.	The bidder shall submit the undertaking that the bidder: - a. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason. b. Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons. c. And their directors, partners and officers not have been convicted of any criminal offence related to their professional conduct or the making of false	Self-Certified letter as per Format provided in this document

SN	Eligibility Criteria	Supporting documents
	statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.	
10.	The bidder should have a valid registration certificate and PAN in the name of the bidder.	Self-certified copy of relevant valid certificates
11.	The signatory signing the bid on behalf of the bidder should be duly authorized by the Board of Directors / Partners of the bidder to sign the bid on their behalf.	Authorization letter

5.2.4 For bidders authorized by CSPs: The bidders registered as a startup with Department of Industries & Commerce, Government of Punjab as per chapter 16.1 of Detailed Scheme & Operational Guidelines, 2018 of Industrial and Business Development Policy 2017, issued by Department of Industries & Commerce, Government of Punjab, shall be exempted from eligibility criteria mentioned at Sr. No. 2 to 5 in the above table. Registered startups are required to submit the self attested copy of the registration in order to avail the relaxations.

5.2.5 The compliance against the above criteria is to be submitted as per below format:-

SN	Particulars	Eligibility Criteria	Supporting Documents	Pg. No.	Compliance (Yes / No)
...

5.3 Financial bids format and evaluation

5.3.1 Financial bids would be opened only for those bidders, who qualify all the Eligibility Criteria as explained above on the prescribed date in the presence of bidder's representatives, who may wish to be present.

5.3.2 **For Type - A:** Such bidders are required to quote discount rates (in percentage) against the list price (or “Pay as you go” or “No commitment” price) of all the line items mentioned on their CSP’s portal at the time of bidding and the same rate of discount will be valid for all the new line items which may be published on the CSP’s portal in the future. The discount rate for “no commitment” and “one year commitment” shall be against the prices of public “no commitment” prices. It is understood that the public rates of items may vary as displayed on the respective CSPs website from time to time, but the quoted discount rate cannot be changed for the duration of the contract. While placing work orders, the prevailing public price shall apply (subject to the applicable discount). The format is as under:

SN	Service	No commitment	1 year commitment
1.	All set of cloud services - Discount % over list price i.e. No commitment rate		
2.	Managed Services as percentage of monthly bill		

Note: Discount quoted beyond 2 decimal places shall be ignored.

5.3.2.1 **Type - B:** Such bidders must provide their price list of the items they wish to offer for empanelment in excel format for “no commitment” as well as “one year commitment”. The prices quoted shall not be changed for the whole duration of the contract. The format is as under:

SN	Cloud Service / Item	Explanation of the service	Unit of Measurement	Unit rate (In INR) incl. GST	
				No commitment	1 year commitment

5.3.3 Any conditional commercial bid will lead to disqualification of the entire bid and forfeiture of the EMD.

- 5.3.4 The bidders quoting negative rates or negative percentage will be treated as non-responsive and will result in forfeiture of the EMD.
- 5.3.5 The prices must be quoted in the Performa given in Commercial Bid, failing which the Bid would be treated as unresponsive.
- 5.3.6 A contract will be signed with each bidder who qualifies the financial evaluation.
- 5.3.7 The rates offered by the ESPs shall help in arriving at the L1 whenever a particular requirement of cloud services arises for the Client.
- 5.3.8 Failure to abide by the tender conditions may result in forfeiture of EMD & PBG.
- 5.3.9 Errors & Rectification: In case any error creeps in the financial bid, DGRPG may suggest an appropriate correction. If the bidder doesn't accept the correction of error(s) as suggested by DGRPG, its bid will be rejected (without forfeiture of EMD / PBG).

5.4 Earnest Money Deposit (EMD)

- 5.4.1 The bidder shall furnish EMD through online mode, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.
- 5.4.2 EMD of the successful bidder shall be treated as fixed PBG after the successful bidder signs the final agreement.
- 5.4.3 EMD of all unsuccessful bidders would be refunded by DGRPG as promptly as possible after signing of the agreement with the successful bidders.
- 5.4.4 The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
- 5.4.5 The EMD will be forfeited on account of one or more of the following reasons:-
 - 5.4.5.1 Bidder withdraws its bid during the validity period specified in the tender.
 - 5.4.5.2 Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - 5.4.5.3 In case of a successful bid, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee in time.

5.4.5.4 If a bidder makes misleading or false representations in the forms, statements and attachments submitted in the bid documents.

5.5 Clarification on tender document

5.5.1 The bidders requiring any clarification on the bid document may submit his queries by the due date and time as mentioned in the Document Control Sheet in the following format in a MS Excel file:

SN	Tender Clause No.	Page No.	Tender Clause detail	Amendment Sought / Suggestion	Justification

5.6 Preparation of bid

5.6.1 The bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and conditions and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at bidder's own risk and may be liable for rejection.

5.6.2 The bid shall be uploaded on the www.eproc.punjab.gov.in website by the bidder or duly authorized person(s) to bind the bidder to the contract.

5.6.3 The bidder shall be responsible for all costs incurred in connection with participation in the bid process.

5.6.4 The bids submitted by fax / e-mail / envelope etc. shall not be accepted. No correspondence will be entertained on this matter.

5.6.5 The bids submitted by a consortium of companies / firms or any subcontractors will be rejected.

5.6.6 All correspondences between the bidders and DGRPG shall be written in the English language.

5.6.7 All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by DGRPG on the basis of this tender.

5.6.8 Failure to comply with the below requirements shall lead to the bid rejection

5.6.8.1 Comply with all requirements as set out within this tender.

5.6.8.2 Submission of the forms and other particulars as specified in this tender and respond to each element in the order as set out in this tender.

5.6.8.3 Submission of all supporting documentations specified in this tender, corrigendum or any addendum issued.

5.7 Deviations

5.7.1 Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders must ensure that pre-bid meetings are attended by their concerned senior people so that all clarifications and assumptions are resolved before bid submission.

5.8 Validity of bids

5.8.1 Bids shall remain valid till 180 (one hundred and eighty) days from the date of submission of bids. DGRPG reserves the right to reject a proposal valid for a shorter period as non-responsive.

5.8.2 If required, DGRPG may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its bid.

5.8.3 DGRPG reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

5.8.4 DGRPG may, at its own discretion, extend the date for submission of proposals.

5.9 Amendment to the tender document

5.9.1 Amendments / corrigendum / addendums / clarifications necessitated due to any reasons, shall be made available on the website only as provided in the document control sheet. No separate communication either in writing or

through email will be made to any interested/ participating bidders. It shall be the responsibility of the bidders to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website.

- 5.9.2 In order to provide prospective bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, DGRPG, at its discretion, may extend the last date for the receipt of bids.

5.10 Bid opening

- 5.10.1 DGRPG will constitute a committee to evaluate the bids submitted by bidders. No correspondence will be entertained outside the process of evaluation with the Committee.
- 5.10.2 The bids submitted will be opened at time & date as specified in the document control sheet by Committee or any other officer authorized by Committee, in the presence of bidders or their representatives who may wish to be present at the time of bid opening.

5.11 Disqualifications

- 5.11.1 DGRPG may at its sole discretion and at any time during the evaluation of bids, disqualify any bidder, if the bidder has:
- 5.11.1.1 Made misleading or false representations in the forms, statements and attachments submitted in bid documents. The EMD of the bidder will be forfeited in such cases.
 - 5.11.1.2 Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
 - 5.11.1.3 Failed to provide clarifications related thereto, when sought;
 - 5.11.1.4 Submitted more than one bid (directly / indirectly);
 - 5.11.1.5 Declared ineligible by the Government of India / State / UT Government for corrupt and fraudulent practices or blacklisted.
 - 5.11.1.6 Submitted a bid with price adjustment/variation provision.
 - 5.11.1.7 Documents are not submitted as specified in the tender document.

- 5.11.1.8 Suppressed any details related to bid.
- 5.11.1.9 Submitted incomplete information, subjective, conditional offers and partial offers submitted.
- 5.11.1.10 Not submitted documents as mentioned in this tender.
- 5.11.1.11 Submitted bid with lesser validity period.
- 5.11.1.12 Any non-adherence/non-compliance to applicable tender content.

5.12 Issue of Letter of Intent (LoI)

DGRPG will issue LoI to all successful bidders in writing about acceptance of their bid. The notification of award will constitute the formation of the rate contract after submission of fixed performance bank guarantee by the successful bidder.

5.13 Performance security

- 5.13.1 The performance security is divided into two types – fixed and variable.
- 5.13.2 Fixed Performance Security: This is a one-time PBG only. The EMD of all successful bidders shall be treated as Fixed Performance Security.
- 5.13.3 Variable Performance Security:
 - 5.13.3.1 Whenever a work order is placed by a Client, the L1 ESP shall become the Supplier for that work order, who would be required to submit a performance security with the concerned Client for an amount of 10% of the estimated annual value of each work order issued within 2 weeks of placing of order failing which penalty shall be applicable as per SLA.
 - 5.13.3.2 This performance security shall be in the form of NEFT / cheque / DD if the value of performance security is less than Rs. 3 lakhs. In case the value of performance security exceeds Rs. 3 lakhs then it may be submitted in the form of PBG also.
 - 5.13.3.3 The PBG shall remain valid for a period of 18 months from the date of issue of work order. Whenever the work order is extended, the Supplier will have to extend the validity of this PBG proportionately.
- 5.13.4 The ESPs / Suppliers will not be entitled for any interest on the PBGs submitted.

5.13.5 DGRPG shall forfeit the performance security in full or in part in the following cases:

5.13.5.1 When the terms and conditions of contract are breached / infringed.

5.13.5.2 When a contract is being terminated due to non-performance of the Service Provider.

5.13.5.3 The Clients incur any loss due to Service Provider's negligence in carrying out the project implementation as per the agreed terms & conditions.

5.13.5.4 If the Supplier fails to submit Variable Performance Security.

5.14 Signing of contract

5.14.1 The ESPs will have to sign the contract with DGRPG within 15 working days of the release of Lol. The ESPs shall be categorized as Type - A and Type - B as opted by them at the time of bidding. The ESPs will not be allowed to change their category for the whole duration of the contract.

5.14.2 After signing of the contract, no variation or modification of the terms of the contract shall be made except by mutual written amendment signed by both the parties.

5.15 Work orders

5.15.1 Whenever the Client needs the Cloud service, a requirement containing a list of line items would be generated for each ESP. Tentative cost based on estimated consumption of the identified line items for the ESPs offering all required items would be found out based on their offered rates / discounts. ESP satisfying the requirement with the least tentative cost would be selected as L1. Separate L1 would be identified for each such requirement of the Client.

5.15.2 At the start of the contract, the requirement against the current cloud setup of DGRPG would be evaluated and work order would be given to L1 ESP as per the process mentioned above. The L1 ESP will be required to assist in the setup and migration as per requirement.

- 5.15.3 In case the cost for a particular requirement comes out to be the same for two or more ESP, then the firm having higher total turnover for the financial year 2021-22 will be declared as the L1 ESP for that particular requirement.
- 5.15.4 Work order will be placed to only the L1 ESP, who, after submission of Performance Securities, would be known as the Supplier for a particular requirement. In case L1 party denies or is unable to fulfill the requirement, the Client reserves the right to obtain the services from the next lowest bidder as per rates / discount discovered through this tender. The process shall be repeated until all ESPs are exhausted, in case the eligible ESP is unable to provide the services.
- 5.15.5 Failure to provide services as per requirement by L1 ESP will lead to forfeiture of its fixed and / or variable performance securities and that ESP would be required to submit fresh performance securities failing which its contract may be terminated.
- 5.15.6 The Client reserves the right to place a work order of any time duration.
- 5.15.7 The work orders may be assumed to have been automatically extended on expiry unless the Client intimates in writing against it.
- 5.15.8 In case of Type-A empanelment, it is understood that work orders may have different prices if the same line items since the work order will be issued on the basis of current prices of the ESP at that time, which may vary from time to time.
- 5.15.9 Contract termination or expiry shall automatically lead to termination or expiry of all work orders which were issued based on the contract.

5.16 Fraud and corrupt / malpractices

- 5.16.1 All the bidders must observe the highest standards of ethics during the process of selection of Service Provider and during the performance and execution of contract.
- 5.16.2 For this purpose, definitions of the terms are set forth as follows:
- 5.16.2.1 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Client or its personnel in contract executions.

- 5.16.2.2 "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Client of the benefits of free and open competition.
- 5.16.2.3 "Unfair trade practice" means supply of services different from what is ordered, or change in the Scope of Work.
- 5.16.2.4 "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- 5.16.3 DGRPG will reject a proposal for award, if it determines that the bidder recommended for award, has been determined to have been engaged in corrupt, fraudulent or unfair trade practices.
- 5.16.4 DGRPG will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

6. General Contract Conditions

6.1 Standards of performance

6.1.1 The Service Provider shall deliver the services and carry out its obligations under the contract with due diligence and efficiency in accordance with generally accepted professional standards and practices. The Service Provider shall always act in respect of any matter relating to this contract as a faithful Service Provider to the Client. The Service Provider shall always support and safeguard the legitimate interests of the Client, in any dealings with a third party. The Service Provider shall conform to the standards laid down in the tender in totality.

6.2 Contract Period

6.2.1 The contract signed with ESPs shall be valid for a period of 2 years from the date of signing of contract. If the services of the Suppliers are found to be satisfactory, the contract may be extended for an additional period of maximum 2 years (1 year extension at a time) by mutual consent on the same prices / discounts and terms & conditions.

6.3 Prices

- 6.3.1 The prices quoted in the commercial bid shall be inclusive of all statutory duties & taxes.
- 6.3.2 The discounts / prices quoted in the bid shall remain fixed for the whole duration of the contract.
- 6.3.3 The ESP should not offer a lesser price / higher discount for any of the line items to any government / semi-government organization of the State of Punjab. If such a case is discovered, then the reduced prices shall automatically be applicable retrospectively for the rate contract as well as existing work orders.

6.4 Addition of Line Items

For Type-A ESPs, new line items shall be available for use in real time as soon as they are made available by the concerned CSP. Type - B ESPs may submit their list of additional items and their rates (as per format) bi-annually, which shall be notified by DGRPG after approval of competent authority. The details regarding the process for the same shall be announced by DGRPG.

6.5 Payment Terms

- 6.5.1 Payment to the Supplier shall be made in Indian Rupees through account payee cheque / NEFT / RTGS on quarterly basis.
- 6.5.2 The invoices must be based on resources actually consumed (for “No Commitment”). No invoices shall be raised for inactive resources or for the duration when the resources were inactive (except in case of “1 year commitment”).
- 6.5.3 The invoices should be separately generated for each work order for the particular payment period. The invoice should enclose the following without which the payments would not be processed:
 - 6.5.3.1 Detailed usage report providing details of the consumption of the individual services during the payment period.
 - 6.5.3.2 Detailed resource utilization report highlighting any under-utilization of resources with recommendations on how the resources can be optimized for the upcoming payment period.
 - 6.5.3.3 SLA measurement report downloaded from an automated SLA measuring tool. Self-declaration of the ESP or its CSP would not be accepted as proof in lieu of this report.
 - 6.5.3.4 Applicable only when cloud managed services are procured: Security assessment report with respect to security configuration gaps and possible improvements to the security and compliance of applications deployed on cloud on a quarterly basis.
- 6.5.4 The payments will be made by the Client to the Supplier after verification of the invoice and SLA reports as early as possible.
- 6.5.5 Payments shall be subject to deductions / damages / penalties of any amount for which the Supplier is liable under the contract. Further, all payments shall

be made subject to deduction of TDS (Tax Deduction at Source) at the rate applicable from time to time as per the Income-Tax Act, 1961 and any other applicable deductions/ taxes.

- 6.5.6 For Type - B ESPs, no payment shall be made for items which are not available on the rate card of ESP / CSP, but may have been utilized by the Client. Accordingly, these ESPs may ensure that Client only has access to items which are not available on the rate card of ESP.

6.6 Confidentiality

- 6.6.1 Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Service Provider and/ or the Client to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.
- 6.6.2 The Service Provider shall ensure that while providing services, all the details and information inside various IT equipment is kept confidential.
- 6.6.3 During the execution of the project except with the prior written consent of the Client, the ESP or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.
- 6.6.4 The concerned Client shall retain ownership of any user created / loaded data and applications hosted on CSP's infrastructure and maintain the right to request (or should be able to retrieve) full copies of these at any time.
- 6.6.5 The concerned Client shall retain ownership of all virtual machines, templates, clones, and scripts/applications created for the Client's application.
- 6.6.6 The Supplier shall keep the data of the Clients strictly confidential, otherwise there may be financial and legal implications as per the prevalent law of Centre / State.

6.7 Termination of contract or Work Orders

- 6.7.1 The contract or work orders can be terminated by the parties as detailed below. In such cases, the provisions under Exit Management shall apply.
- 6.7.2 Termination of contract shall automatically lead to termination of all work orders issued on the basis of contract.
- 6.7.3 **Termination of Work Order for default:** The Client or the Supplier can terminate the work order in the event of default of terms and conditions of this Tender or the contract / work order by the other party by giving two months written notice.
- 6.7.4 **Termination of Work Order for convenience:** The Client reserves the right to terminate, by prior written 1 month notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of work under the work order is terminated, and the date upon which such termination becomes effective.
- 6.7.5 **Termination of Contract for default:** DGRPG or the ESP can terminate the contract in the event of default of terms and conditions of this Tender or the contract by the other party by giving 3 months written notice.
- 6.7.6 **Termination of contract for Insolvency, Dissolution, etc:** DGRPG may at any time terminate the Contract by giving written notice to the ESPs, if the concerned ESP becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the ESP, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to DGRPG.
- 6.7.7 **Termination of contract for Convenience:** DGRPG reserves the right to terminate, by prior written 1 month notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the DGRPG's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

6.8 Exit Management

- 6.8.1 The duration of Exit Management will normally be three months from date of termination or one month prior to expiry of contract / work order. In case of providing services post termination or post expiry of the work order, the client will pay for the services consumed during the exit management period.
- 6.8.2 During the exit management period and for 30 days post expiry of the work order / contract, the Supplier will not take action to remove any Client content as a result of the termination or expiry of contract / work order. In addition, during such a period, the Supplier will permit the Client or its nominated agency to access the cloud services for the Client to retrieve any remaining Client Content, delete and purge all Client Content from the cloud services. The Supplier shall also allow the Client access to information to enable Client to assess the existing services being delivered.
- 6.8.3 During the exit management period, the Supplier shall ensure supply of all services as per the work order so that the business of the Client is not affected.
- 6.8.4 The Supplier shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to Client / replacement Agency and which the Supplier has in its possession or control at any time during the exit management period.
- 6.8.5 All information (including but not limited to documents, records and agreements) in digital and/ or paper form relating to the services reasonably necessary to enable Client and its nominated agencies to carry out due diligence in order to transition the provision of the Services to Client or its nominated agencies, must be maintained by the Supplier from commencement of the services.
- 6.8.6 The Client will issue a written sign-off after the successful transition from the Supplier. Supplier shall not delete any content till such a written sign-off is provided by the Client along with an explicit request to delete the content.
- 6.8.7 The Supplier will be paid only for the services rendered until the services are being rendered by the Supplier. If the sign-off is provided before the exit management period is over, the applicable charges will only be paid until the sign-off.

6.8.8 The payment for the final month invoice along with any applicable exit management service costs will be paid only on the written sign-off from the Client.

6.9 Force Majeure

6.9.1 The Supplier shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

6.9.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.

6.9.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by Client in writing, the Service Provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.10 Resolution of disputes

6.10.1 If any dispute arises between parties, then these would be resolved in following ways:

6.10.1.1 **Amicable Settlement:** Either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

6.10.1.2 Arbitration: In case dispute arising between the Client and the Service Provider, which has not been settled amicably, the Service Provider can request the Client to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996 and amendments thereof. Such disputes shall be referred to the Arbitrator which shall be appointed by Hon'ble Punjab and Haryana High Court. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Mohali. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by the client and the Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

6.11 Legal Jurisdiction

6.11.1 All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Mohali, Punjab only.

6.12 Amendment to the contract

6.12.1 The contract signed thereof can be amended by mutual consent of both the parties, provided such amendment is made in writing and signed by both the parties.

7. Scope of Work

7.1 Introduction

- 7.1.1 The broad Scope of work includes providing cloud hosting services and a customized billing portal.
- 7.1.2 The Supplier shall be responsible for providing the required cloud services and optionally, cloud managed services as per the work order placed by the Client(s) as per the prices / discounts discovered through this Tender.
- 7.1.3 The Supplier must offer two billing models and the Client should be able to choose any as per its requirements:
 - 7.1.3.1 “No commitment” billing model: The billing for a Cloud resource is to be done based on the duration for which the resource is active i.e. the Client only pays for the resources that are consumed. No charges would be levied by the Supplier when the resources are inactive.
 - 7.1.3.2 “1 year commitment” billing model: The Supplier will be paid as per the work order irrespective of actual consumption.
- 7.1.4 The Supplier shall provide interoperability support with regards to available APIs, data portability etc. for the Government Department to utilize in case of change of cloud service provider, migration back to in-house infrastructure, or availing backup or DR services from a different service provider.
- 7.1.5 There should be a minimum 99.9% uptime measured monthly for availability on a 24 x 7 basis of the virtual machines/cloud services.
- 7.1.6 The Supplier would be required to create and maintain a Helpdesk / telephone number and email based ticketing system that will resolve problems and answer queries in case Client faces any issue with cloud services. The help desk support to users shall be provided on 24 x 7 x 365 basis over telephone, chat and ticketing system.
- 7.1.7 The Supplier must submit a copy of work orders (and any amendments) issued by other user departments to DGRPG by 3rd working day of each month.
- 7.1.8 All terms and conditions of the CSP’s empanelment with MeitY are automatically applicable to this Tender and contract thereof.

- 7.1.9 The DR site should not be in the same premises as the DC site. Both DR and DC sites should lie within India. The data hosted should never leave India under any circumstances.
- 7.1.10 The Supplier shall make available the monitoring tools for measuring and monitoring the SLAs. The Supplier may deploy additional tools and develop additional scripts (if required) for capturing the required data for SLA report generation in an automated way. The tools should generate the SLA monitoring report at the end of every month which is to be shared with the Client on a monthly basis. The Client and DGRPG 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. DGRPG or Client may audit the tool and the scripts on a regular basis.
- 7.1.11 The Type - A ESP must provide / offer the following capabilities:
- 7.1.11.1 Freedom to adopt new Platforms and / or upgrade existing platforms in an uncomplicated manner.
 - 7.1.11.2 Scaling up and scaling down features for cloud infrastructure services. If the client chooses 'No Commitment' billing model, the proposed application cloud environment should provide flexibility to scale the environment horizontally by adding more Virtual Machines of the same configuration or as per the requirement of the client in real-time, to a load balanced pool. It should be possible to scale the solution horizontally at any time, without prior notification to the Supplier or its CSP. It should be possible to automate this process of scaling up and down automatically.
 - 7.1.11.3 Intimation regarding availability of software updates.
 - 7.1.11.4 Virtually unlimited object storage with option to increase storage in real time without human intervention of the Supplier.
 - 7.1.11.5 Active Directory.
 - 7.1.11.6 Infrastructure as Code including post deployment scripting, service start-up and shut-down [based on tagging framework], etc.
 - 7.1.11.7 RESTful APIs for data access.

- 7.1.11.8 Metered pricing for capacity, data transfer and/or requests at a granular level (for example, per gigabyte per month for storage, per gigabyte transfer per month for bandwidth, etc).
- 7.1.11.9 Software-defined compute, storage and networking, with access to a web services API for these capabilities.
- 7.1.11.10 Cloud software infrastructure services facilitating automated management, including, at minimum, monitoring and database services.
- 7.1.11.11 A distributed, continuously available control panel.
- 7.1.11.12 Real-time provisioning for compute instances.
- 7.1.11.13 The ability to securely extend the customer's data center network into the cloud environment.
- 7.1.11.14 The ability to support multiple users and API keys, with role-based access control.
- 7.1.11.15 Provide a marketplace where the Client can pick up 1st party & 3rd party applications for ready deployment.
- 7.1.11.16 The Client may also discuss the possibilities of application re-engineering using advanced cloud features and additional PaaS services where possible to get further cost optimizations.
- 7.1.12 For all the cloud services being quoted, the bidder has to ensure that all software being offered are genuine and comply with the licensing policy of the software OEM.
- 7.1.13 The Supplier in consultation with the Client will strive to optimize the provisioned resources by understanding the usage patterns and recommending termination of the under-utilized instances through continuous optimization. The Supplier / CSP is required to give timely suggestions for achieving such optimizations.
- 7.1.14 The ESPs cannot withdraw from the empanelment once the contract is signed. Further, ESPs cannot withdraw any line item from the rate contract once it is finalized, unless the concerned CSP has stopped providing that particular line item.
- 7.1.15 ESP cannot switch from Type - A to Type - B or vice-versa.
- 7.1.16 Specifications of Virtual Machines (For Type - B ESPs):

- 7.1.16.1 The ratio of vCPU to physical core should be either 1:1 or 2:1.
- 7.1.16.2 The underlying processors should not be discontinued by the OEM.
- 7.1.17 Minimum Specifications for Storage (For Type -B ESPs):
 - 7.1.17.1 The "Premium Block Storage" should use SSD or higher with minimum 3 IOPS per GB per volume.
 - 7.1.17.2 For "Standard Block Storage", the provisioned storage should support upto 500 IOPS per volume and maximum throughput of 50 MB/s per volume.
- 7.1.18 All Suppliers must provide a customized estimation and billing portal with the following features:
 - 7.1.18.1 Prepare estimates for L1 comparison before issuing work orders - The Client should be able to prepare estimates by choosing relevant item and its quantity. The monthly estimate should reflect immediately based on prices / discount quoted by the Supplier. It shall have the provision to add / remove services in real time.
 - 7.1.18.2 Provision to check and verify the usage and billing of resources used in each work order, as per actual.
 - 7.1.18.3 The Client should be able to view and download all invoices raised from the beginning of the contract. Invoices must reflect either the actual rates quoted by the Supplier (for Type - B) or the rates prevalent at the time of billing along with quoted discount (for Type-A). Invoices should be available in clear PDF format. (Printed and Scanned documents not acceptable).
 - 7.1.18.4 The Consumption report shall be downloadable / verifiable on the portal.

7.2 Disaster Recovery Services

- 7.2.1 It is envisioned by DGRPG that as per MeitY guidelines for DR, for the business-critical application the cloud services would use synchronous mode of replication between the DC and DR at least for databases. It is recommended that all the proposed sites used for hosting DGRPG data should be MeitY empaneled.

- 7.2.2 The supplier shall provide business continuity and disaster recovery services to meet the RPO and RTO as per the service levels. In case the primary environment goes down, the Supplier shall scale up the DR environment for the services to be delivered without any effect on the performance.

7.3 Cloud Managed Services

- 7.3.1 In case the Client does not have capacity to manage the provisioned cloud services, the Client can procure the cloud managed services (e.g., provisioning, security configuration, monitoring) from the Supplier.
- 7.3.2 The Supplier shall be responsible for Management of the guest operating system (including updates and security patches), other associated application software, and the configuration and management of the security solutions provided by CSP such as security groups, host-based firewalls, host-based intrusion detection/prevention, encryption, and key management solutions. Deployment on cloud requires continuous monitoring and management by the Supplier.
- 7.3.3 The scope of Cloud Managed Services includes the following: -
- 7.3.3.1 **Resource Management:** Adequately size the necessary compute, storage and other cloud services required, building the redundancy into the architecture and load balancing to meet the service levels. Based on the growth in the user load (peak and non-peak periods; year-on-year increase), will scale up or scale down the compute and storage as per the performance requirements of the solution. The scaling up / scaling down (beyond the auto-scaling limits or whenever the auto-scaling limits have to be changed) has to be carried out with prior approval by the Client.
- 7.3.3.2 **Patch & Configuration Management (Remote OS Administration):** Manage the instances of compute, storage, and network environments. This includes department-owned & installed operating systems and other system software deployed by the Supplier.
- 7.3.3.3 **User Administration:** Implement Identity and Access Management (IAM) that properly separates users by their identified roles and responsibilities, thereby establishing least privilege and ensuring that users have only the

permissions necessary to perform their assigned tasks. Implement multi-factor authentication (MFA).

- 7.3.3.4 **Security Administration:** Configure, monitor and regularly review the security services / configurations for the workloads deployed on Cloud. Monitor the environment for unauthorized activity / access to the systems and conduct regular vulnerability scanning and penetration testing of the systems.
- 7.3.3.5 **Monitoring Performance and Service Levels:** Provide and implement tools and processes for monitoring the availability of assigned applications, responding to system outages with troubleshooting activities designed to identify and mitigate operational issues.
- 7.3.3.6 **Backup (if procured by the Client):** Configure, schedule, monitor and manage backups of all the data including but not limited to files, images and databases as per the policy finalized by Client. Restore from the backup where required.
- 7.3.3.7 **Training:** Provide training to the officials of the Client on request. The training may be provided online or offline as per the requirements of the Client. The infrastructure for the offline training will be provided by the Client.
- 7.3.3.8 **Support for third party audits:** Enable the logs and monitoring as required to support for third party audits.
- 7.3.3.9 **Miscellaneous:** Advise on optimal operational practices, recommend deployment architectures for cloud infrastructures, design and implement automated scaling processes, day-to-day and emergency procedures, deploy and monitor underlying cloud services, performance reporting and metrics, and ensure the overall reliability and responsive operation of the underlying cloud services through both proactive planning and rapid situational response.
- 7.3.3.10 **Provide the regular reporting to the Client:** Security assessment report with respect to security configuration gaps and possible improvements to the security and compliance of cloud services on a quarterly basis. In case any gaps / scope for improvement are identified, the same needs to be discussed with the Client and resolved in mutual consultation with the Client, either as

fixed and hence no longer a gap or acceptable risk and hence no further action required.

8. SLA and Penalties

8.1.1 The SLA and penalties shall be imposed on Service Provider as under:

SN	Activity	Target / Service Level	Penalty for delays beyond target level
1.	Submission of fixed PBG	15 days from the issue of Lol	Rs. 200 per day
2.	Signing of the contract	15 days from the issue of Lol	Rs. 200 per day
3.	Submission of variable PBG	15 days from issue of work order	Rs. 200 per day
4.	Providing hosting services	Within 3 days of releasing of work order	Rs. 200 per day
5.	Billing and Estimation portal: 1. Go-Live as per features mentioned in this document 2. Customization as per requirement of the Client 3. Uptime 4. Feature availability as mentioned in this document	<ul style="list-style-type: none"> - The portal shall be made available within 30 days of signing of contract - Any customization after Go-Live must be completed within 15 days of receiving request from the Client - Uptime shall be part of Environment Availability SLA - All features must be available 24 * 7 	Rs. 100 per day. If the estimation portal is not available or not working, the ESPs shall not be considered for work order process
6.	Helpdesk Services	As mentioned in this document	As mentioned in this document
7.	Hosting Environment Availability	As mentioned in this document	As mentioned in this document
8.	Submission of reports like SLA, optimization, etc as may be required by the client	As mentioned in this document or within 24 hours of request raised by the	Payment for the respective invoices will not be released

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SN	Activity	Target / Service Level	Penalty for delays beyond target level
		Client	
9.	1. Security incident 2. Misuse of data 3. Loss of data	The Supplier shall ensure data security and there shall be no unauthorized usage of Government data in any manner	Rs. 10,000 per instance along with a letter of warning
10.	Submission of Root Cause Analysis (RCA) report for bug/issue	Within 3 working days of request by the Client	Rs. 100/- per hour of delay
11.	Access to view SLA monitoring	Within 30 days of issue of work order	Payment for the respective invoices will not be released.
12.	RTO (in case of DR services)	4 minutes	0.5 % of the monthly invoice for delay of each additional 2 minutes
13.	RPO (in case of DR services)	2 hours	0.5 % of the monthly invoice for delay of each additional 30 minutes
14.	For Type B ESPs only: Specification of Processor and / or Storage	The specification must be as per this document	Letter of warning and penalty of Rs. 50,000 per instance
15.	Any non-compliance of the contract which is not covered above.	As mentioned in this document	A letter of warning on the first instance and penalty of Rs. 5,000/- on each repeated instance for the same non-compliance.

8.1.2 The maximum penalty shall be 20% of the monthly invoice value. After this limit is reached, a letter of warning shall be issued and the Client reserves the right to terminate the contract for default.

8.1.3 The penalty/timelines may be relaxed by the Client for justified reasons submitted in writing by the Service Provider.

8.2 Helpdesk Services

Support Category and Criteria	Max Response Time	Max Resolution time	Penalty	
			Response Time	Resolution time
Critical: The solution is unable to be used for normal business activities.	15 Minutes	1 Hour	Response Time > 15 Minutes OR Resolution Time > 1 Hour	<p>Response time: 0.1% of the monthly invoice value for every 15 minutes of delay beyond the timelines.</p> <p>Resolution time: 0.5% of the monthly invoice value for every 1 hour of delay beyond the timelines.</p>
High: There is a problem with a part of the solution, which impacts on Client's decision making. No viable workaround is available. There is a likelihood of	30 Minutes	2 Hours	Response Time > 30 Minutes OR Resolution Time > 2 Hours	<p>Response time: 0.1% of the monthly invoice value for every 30 minutes of delay beyond the timelines.</p> <p>Resolution time: 0.5% of the monthly invoice value for every 2 hours of delay beyond the timelines.</p>

Support Category and Criteria	Max Response Time	Max Resolution time	Penalty	
financial loss				
Medium: The efficiency of users is being impacted but has a viable workaround.	1 Hour	12 Hours	Response Time > 1 Hour OR Resolution Time > 12 Hours	<p>Response time: 0.05% of the monthly invoice value for every hour of delay beyond the timelines.</p> <p>Resolution time: 0.25% of the monthly invoice value for every 12 hours of delay beyond the timelines.</p>
Low: A fault, which has no particular impact on Processing of normal business activities.	1 Hour	24 Hours	Response Time > 1 Hour OR Resolution Time > 24 hours	<p>Response time: 0.05% of the monthly invoice value for every hour of delay beyond the timelines.</p> <p>Resolution time: 0.25% of the monthly invoice value for every 24 hours of delay beyond the timelines.</p>

8.2.1 Support Services report shall be provided by the Service Provider on a monthly basis before the 7th of the next month w.r.t. priority wise, which indicates the number of issues resolved beyond the given timeline.

8.2.2 The Service Provider shall be responsible to provide 24*7 incident resolution support as per the aforementioned table. Any delay in response or resolution shall be liable for penalty as per the table.

8.3 Hosting Environment Availability

- 8.3.1 % Monthly Availability = [Actual Uptime / Total No. of Hours in a Month] x 100
- 8.3.2 "Actual Uptime" means the aggregate number of hours in any month during which the complete environment (including Billing portal) is available for use (measured 24 x 7).
- 8.3.3 The below table shows the expected performance from the core services including performance criteria and service level agreements pertaining to the availability of services and activities required from the Service Provider during the operations of the complete solution.
- 8.3.4 Actual uptime shall be taken from the solution availability report submitted by the Service Provider using automated reporting tools.
- 8.3.5 The Service Provider shall take prior approval for scheduled downtime from the client in writing.
- 8.3.6 Penalties for non-adherence to timelines shall be as under:

Environment Uptime	Penalty
Actual Uptime >= 99.9%	No penalty shall be imposed
Actual Uptime >= 99.0% to <99.9%	5% of the quarterly invoice value of that particular payment quarter
Actual Uptime >=98.0% to <99.0%	10% of the quarterly invoice value of that particular payment quarter
Actual Uptime >= 97.0% to <98.0%	20% of the quarterly invoice value of that particular payment quarter
Actual Uptime < 97.0%	No payment shall be made for that quarter (Max penalty cap shall not apply in this case)

- 8.3.7 Environment Availability report (captured using automated tools) shall be submitted by the Service Provider to the Client on monthly basis before the 7th of the next month.

9. Bid formats

[Note: Italicized comments in rectangular brackets of formats have been provided for the purpose of guidance/ instructions to bidders for preparation of the bid formats. These should not appear in the final bids to be submitted by the bidders]

9.1 Covering letter

Bid Reference No. : DGRPG/Cloud/2023/1

[Bidders are required to submit the covering letter as given here on their letterhead]

To

Director,
Department of Governance Reforms and Public Grievances,
Plot D-241, Industrial Area, Phase 8B, Sector – 74, Near Quark City,
Mohali-160071

Sub: Submission of bid for rate contract of Service Providers for providing Cloud Services.

Dear Sir,

1. We, the undersigned, have carefully examined the above referenced tender and submit our bid in full conformity with the said tender.
2. We have read all the provisions of tender & corrigendum and confirm that these are acceptable to us.
3. We further declare that additional conditions, deviations, if any, found in our bid shall not be given effect to.
4. We agree to abide by this bid, consisting of this letter and financial bid, and all attachments, till 180 days from the date of submission of bids as stipulated in the tender and any additional documents submitted, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
5. Until the formal final contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.
6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.

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7. We understand you are not bound to accept any bid you receive, not to give reason for rejection of any bid and that you will not re-imburse any expenses incurred by us in bidding.
8. We declare that this is our sole participation in this tender bid and we are not participating / co-participating through any of other related party or channel.
9. We have not been blacklisted or barred by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.
10. Tender document cost and EMD has been paid online and the details are as below:-

[Insert the details as applicable].

11. Our details have been filled below:-

SN	Particulars	Details
1.	Name of the bidder	
2.	Address with telephone numbers, email, etc	
3.	Date of incorporation and/or commencement of business	
4.	Registration Number	
5.	PAN Number	
6.	GST Registration Number	
7.	Name, designation, postal address, e-mail address, phone numbers (including mobile) etc., of Authorized Signatory of the bidder with power of attorney.	
8.	Details of individuals who will serve as the point of contact/communication with the Client in case of the award of the contract. <i>[The details to include Name, designation, postal address, e-mail address, phone numbers (including mobile) etc.]</i>	

13. Details of Similar Works that are in progress or have been completed (Proofs attached) :-

S. No.	Name of the Service Contract	Name of the Client	Number of persons deployed	Value of Contract	Contract start date	Contract completion date

Signature
Full Name
In the capacity of
Duly authorised to sign Proposal for and on behalf of

Date.....

Place.....

[*: Strike off whichever is not applicable]

9.2 Format for Performance Bank Guarantee

Director,
Department of Governance Reforms and Public Grievances,
Government of Punjab
Plot D-241, Industrial Area, Phase – 8B, Sector – 74,
Near Quark City, Mohali – 160071

Whereas, <<name of the Service Provider and address>> (hereinafter called “the applicant”) has undertaken, in pursuance of Tender No: / Contract no. <<insert Tender / contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to <<Client>> (hereinafter called “the beneficiary”)

And whereas it has been stipulated in the said contract that the applicant shall furnish you with a irrevocable and unconditional bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<Name of the Bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the Client such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, upto a total of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed Rs <<Insert Value>> (Rupees <<insert value in words>> only).
2. This bank guarantee shall be valid up to <<insert expiry date>>.
3. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.

9.3 Format for Self-Declaration

[On the letterhead of the organization]

No.

Date:

To,

Director,
Department of Governance Reforms & Public Grievances
Plot No. D-241, Industrial Area, Sector - 74,
Sahibzada Ajit Singh Nagar,
Punjab-160071

Subject: Self Declaration of not being blacklisted, insolvent and convicted of any criminal offense.

Ref: Your Bid Ref. No.: <xxx> dated <xxx>

Dear Sir/ Madam,

We confirm that our company or firm, <Name_of_the_company/firm>, is as on the date of submission of this bid: -

- A. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and has not been blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.
- B. Has not ever been insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and has not been the subject of legal proceedings for any of the foregoing reasons.
- C. And our directors, partners and officers have not been convicted of any criminal offense related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address: