

**Request for Proposal (RFP)
for
Selection of Agency for
Cloud Management Office (CMO)**



Ministry of Electronics and Information Technology
Electronics Niketan, 6, CGO Complex
New Delhi-110 003

12th October 2017

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Glossary

Abbreviation	Full Form
AMG	Architecture Management Group
CB&AG	Capacity Building Advisory Group
CSP	Cloud Service Provider
DevOps	Dev / Test Environment as a Service
DRaaS	Disaster Recovery as a Service
DRD	Delivery Review Document
E&CG	Empanelment and Certification Group
EMD	Earnest Money Deposit
GI Cloud	Government of India Cloud
IaaS	Infrastructure as a Service
MeitY	Ministry of Electronics and Information Technology
MSP	Managed Service Provider
NeGD	National e Governance Division
NIC	National Informatics Center
PaaS	Platform as a Service
PBG	Performance Bank Guarantee
PSU	Public Sector Undertaking
SaaS	Software as a Service
SLA	Service Level Agreement
VDaaS	Virtual Desktop as a Service
WBS	Work Break Down Structure

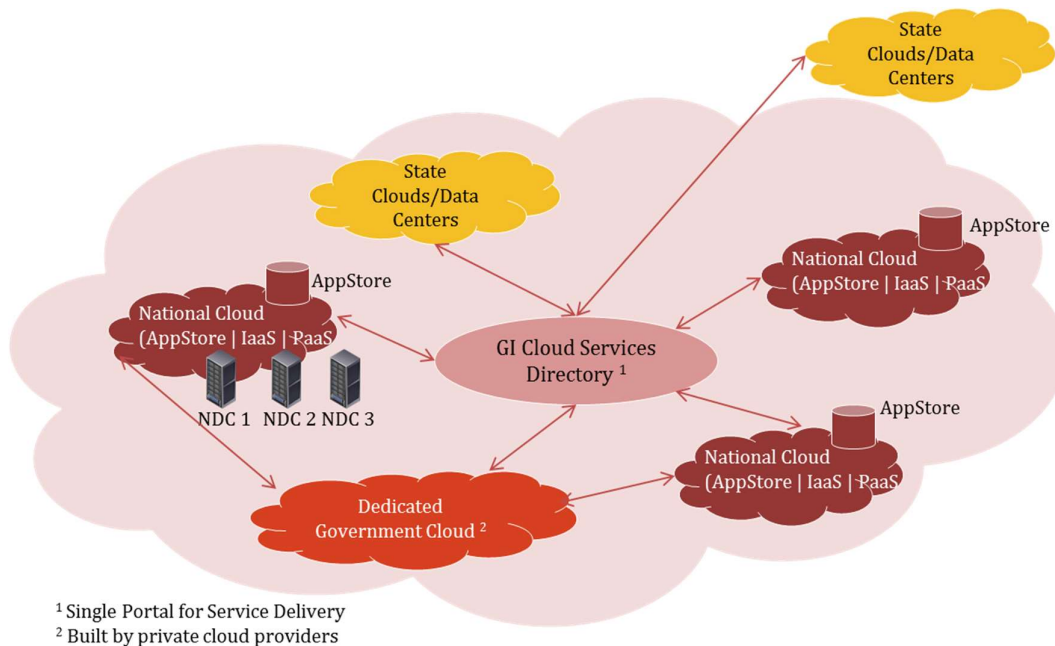
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1. Background

MeghRaj Policy of Government of India

Cloud Computing Services provide the new model of offering services (including IaaS, PaaS and SaaS) to the users at fast pace which is also cost effective. In order to utilize and harness the benefits of Cloud Computing, Government of India has embarked upon a very ambitious and important initiative – “GI Cloud” which has been coined as **MeghRaj**. The focus of this initiative is to evolve a strategy and implement various components including governance mechanism to ensure proliferation of Cloud in government.

MeitY has announced MeghRaj Policy to provide strategic direction for adoption of cloud services by the Government (<http://meity.gov.in/content/gi-cloud-meghraj>).



The aim of the cloud policy is to realize a comprehensive vision of a government cloud (GI Cloud) environment available for use by central and state government line departments, districts and municipalities to accelerate their ICT-enabled service improvements. MeghRaj policy of MeitY states that “Government departments at the Centre and States to first evaluate the option of using the GI Cloud for implementation of all new projects funded by

the government. Existing applications, services and projects may be evaluated to assess whether they should migrate to the GI Cloud.”

As per the MeghRaj policy, it is proposed to:

- a. **Setup GI Cloud:** GI Cloud, Government of India’s cloud computing environment, is a set of discrete cloud computing environments spread across multiple locations, built on existing or new (augmented) infrastructure, following a set of common protocols, guidelines and standards issued by the Government of India. The GI Cloud services will be published through a GI Cloud Services Directory. The GI Cloud environment is envisaged to be initially established – building on the infrastructure investments already made or augmentation of the same – by the creation of discrete cloud computing environments at the national and state levels termed as ‘National Clouds’ and ‘State Clouds’ respectively. Based on the demand and taking into account security related considerations, government proposes to empanel the service offerings of Cloud Service Providers (CSPs).
- b. **Create eGov AppStore:** eGov AppStore will include the setting up of a common platform on National Clouds to host and run applications, developed by government agencies or private players, which are easily customizable and configurable for reuse by various government agencies or departments at the central and state levels without investing effort in the development of such applications.
- c. **Publish through GI Cloud Services Directory:** The GI Cloud services and the applications in eGov AppStore will be published through a single GI Cloud Services Directory for use by government departments or agencies at the Centre and States.

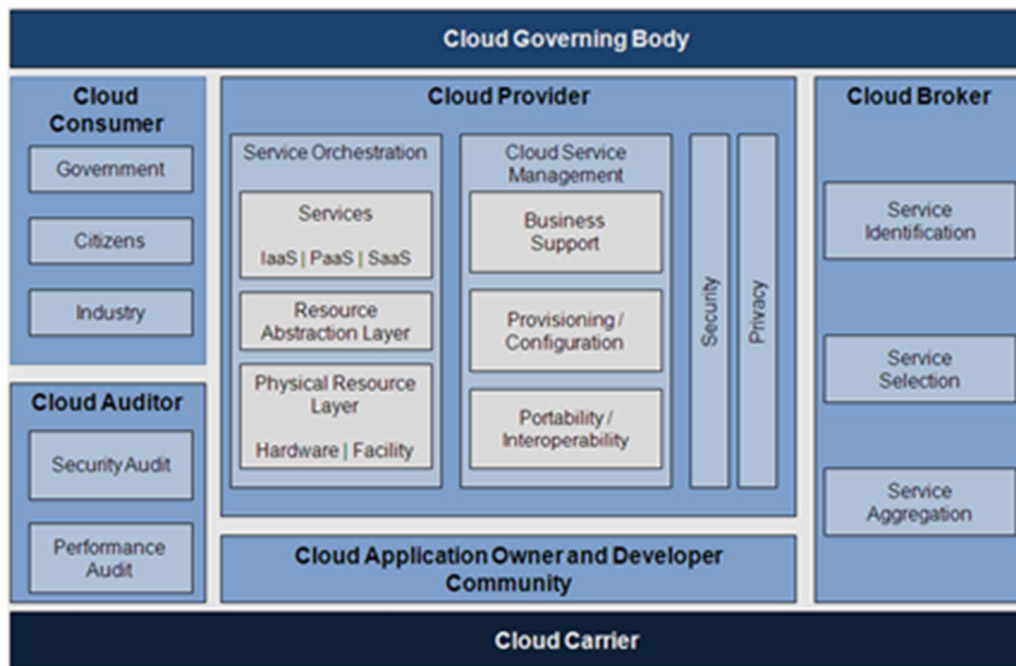
Implementation Strategy

Implementing the MeghRaj Policy to realize the GI Cloud Services and facilitate adoption of GI Cloud services by the end user departments requires multi-pronged approach.

a. Identification of the relevant Standards and development of the required guidelines

Below diagram provides the high-level view of the cloud ecosystem with the various actors along with the indicative roles.

Cloud Ecosystem & Need for Standards / Guidelines



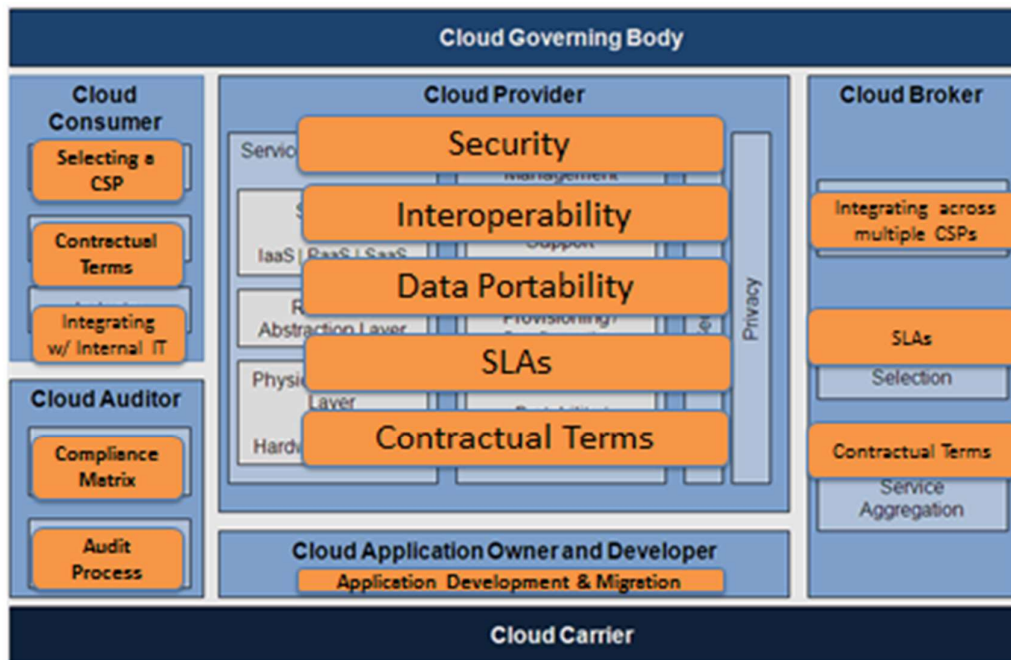
1: GI Cloud Adoption & Implementation Roadmap

The cloud providers would require the common standards & guidelines on the security, interoperability, data portability, SLAs, contractual terms & conditions, service definitions that they would need to adhere to in order to be part of the GI Cloud environment.

From a cloud consumer perspective, the consumers would require guidelines on selecting a cloud service provider within the GI Cloud Services Directory, guidelines on integrating the cloud services with the internal IT systems and the recommended contractual terms & conditions along with the service levels that will have to be executed between the cloud consumer and the cloud service provider.

The below diagram depicts the need for various guidelines / standards from the stakeholder perspective.

Cloud Ecosystem & Need for Standards / Guidelines



1: GI Cloud Adoption & Implementation Roadmap

In order to realize the policy and facilitate cloud services' adoption by the Center and States, there is a need to define the GI Cloud Reference Architecture, identify the common standards and service definitions; develop guidelines with respect to security, service delivery, interoperability and portability that the cloud service providers (CSPs) will have to adhere to, for the departments to leverage cloud services.

b. Facilitate Setting up of GI Cloud

Cloud Service offerings of CSP will need to get certified by MeitY (or agencies identified by MeitY) for compliance to the published standards and guidelines to become part of the GI Cloud. The cloud auditors will be empanelled through an empanelment process and will have to adhere to the audit guidelines that will be published by MeitY.

c. Capacity Building of the end-user departments

There is a key need to create the awareness of these initiatives in the user departments, showcase the advantages of migrating to cloud services and ways to address the potential

risks for faster adoption of the policy. The departments will also need considerable handholding support in navigating the applicable standards & guidelines and migrating to the cloud services. Further, the capacity building initiatives need to be taken up at the department level to enhance the capabilities of the department to procure & manage the contracts with the cloud service providers.

Interim Initiatives:

Provisional/ Open Empanelment of Cloud Service Offerings

Taking demand into consideration, MeitY has initiated Empanelment of the cloud service offerings of Service providers that the end-user departments can leverage in addition to the National Cloud services offered by NIC for their e-governance solutions. The cloud services, offered under National Cloud as well as the provisionally empanelled cloud service offerings of the Service Providers, will be published through a GI Cloud Services Directory for use by government departments or agencies at the Centre and States.

Provisional empanelment has been carried out for the below cloud service offerings for a combination of the Deployment Models (Public Cloud, Virtual Private Cloud and Government Community Cloud):

1. Infrastructure as a Service (IaaS)
2. Platform as a Service (PaaS)
3. Disaster Recovery as a Service (DRaaS)
4. Dev / Test Environment as a Service (DevOps)
5. Virtual Desktops as a Service (VDaaS)

The Government Departments will select the appropriate cloud service offerings based on the risk & security profile of their applications / data / services.

The provisional empanelment shall be initially for two years from the date of accepting the terms and conditions by the empanelled cloud service providers.

Empanelment of Cloud Auditors

MeitY has also initiated empanelment of Cloud Auditors who can be engaged by the Cloud Service Providers to audit the compliance of the certified cloud service offerings.

To further facilitate the end user departments in leveraging cloud services, MeitY has also prepared:-

- a. Procurement Guidelines for the Government Departments. These would contain the payment terms, the model SLAs and the model MSA.

Cloud Management Office (CMO)

To facilitate the implementation of the MeghRaj policy and realize its vision, MeitY proposes to setup a Cloud Management Office (CMO) that will take a lead role in operationalizing the cloud initiative. CMO will help in setting up of an ecosystem for GI Cloud leading to faster implementation of the cloud policy to realize the intended benefits of GI Cloud. The end objective of the CMO is to facilitate publishing of GI Cloud services through a single GI Cloud Services Directory and enable end user government departments, both at the Centre and States, leverage the cloud services.

Under the overall architecture, the **Cloud Management Office (CMO)** will operate across three verticals. However, the responsibility of activities under CMO will be shared by multiple agencies of MeitY and the agency selected under this RFP.

Specifically, the responsibility of the Agency selected under this RFP will be a sub-set of activities as indicated below.

1. **Architecture Management Group (AMG)** with the responsibility of Identification of the relevant Standards, define baseline requirements & Frameworks and formulate the required guidelines.

Responsibility of the Agency selected under this RFP: All the above activities

2. **Empanelment and Certification Group (E&CG)** with the responsibility of empanelment the Cloud Auditors and Cloud Service Offerings and Certification of Services offered by the Cloud Service Providers. E&CG will assist in overall program management of the cloud initiatives in MeitY and more importantly assisting in operationalizing the empanelment processes for the auditors and certification of offerings of cloud service providers.

Responsibility of the Agency selected under this RFP: Preparation of guidelines, RFPs, contracts and other artifacts required for the empanelment of cloud auditors and certification of services offered by cloud service providers.

MeitY will undertake the Empanelment& Certification processes as separate activities.

3. **Capacity Building & Advisory Services Group (CB&AG)** with the responsibility of creating awareness about the cloud initiative and assisting the end user departments in migrating to the GI Cloud.

Responsibility of the Agency selected under this RFP: Preparation of training material, artifacts and delivery of training to the trainers.

MeitY will undertake the delivery of training and advisory services to the end user departments as a separate activity.

4. **GI Cloud Portal and Directory** To publish the standards, guidelines, certified cloud service offerings and empanelled auditors and provide self-services (transactional & informational) to the cloud service providers, auditors, end user departments with respect to certifications, empanelment and procurement respectively.

Responsibility of the Agency selected under this RFP: Design the functional and technical specifications, prepare the RFP for Selection of Implementing Agency who will implement, maintain and operate the GI Cloud Portal and Directory; .

The Agency will also support MeitY in overall coordination and monitoring the progress of the cloud related initiatives including GI Cloud environment and GI Cloud Services Directory.

2. Purpose of the RFP

The primary purpose of this RFP is to enable MeitY to select an Agency that undertakes the sub-set of activities, identified for the Agency, under the overall architecture of **Cloud Management Office (CMO)**. The details of the assignment, scope of work, evaluation process are outlined in the sections below.

The RFP is not an offer by MeitY but an invitation to receive proposals from eligible and interested bidders in respect of the above-mentioned project. The RFP does not commit MeitY 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 the MeitY to the bidders and is intended to select an Agency that undertakes the sub-set of activities, identified for the Agency, under the overall architecture of **Cloud Management Office (CMO)**. MeitY's decision with regard to the selection of bidders through this RFP shall be final and the MeitY reserves the right to reject any or all the bids without assigning any reason.

S. No.	Item	Description
1	Project Title	Selection of Agency for Cloud Management Office (CMO)
2	Project Initiator / RFP Issuer Details	
	Department	Ministry of Electronics and Information Technology (MeitY)
	Contact Person	Kshitij Kushagra Scientist D/Joint Director Ministry of Electronics and Information Technology Electronics Niketan , 6, CGO Complex New Delhi-110 003 Tel: +91-11-24301202
	Contact Person (Alternate)	Uma Chauhan Scientist F/ Director Ministry of Electronics and Information Technology Electronics Niketan , 6, CGO Complex New Delhi-110 003 Tel: +91-11-24364711
	Email Address for all Bid Correspondence	kshitij.kushagra@meity.gov.in
	Address for the purpose of Bid Submission	Kshitij Kushagra Scientist D/Joint Director Room No. – 2014, 2 nd Floor Ministry of Electronics and Information Technology Electronics Niketan , 6, CGO Complex New Delhi-110 003
		Address for the Pre bid conference- Electronics Niketan, 6 CGO Complex, Delhi-110003
	MeitY Website	http://meity.gov.in/

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)	12.10.2017
2	Last date for submission of written questions by bidders	25.10.2017
3	Pre- Bid Conference	06.11.2017
4	Date of Issue of Clarifications	21.11.2017
5	Last date for Submission of bids	07.12.2017; 15:00 Hrs
6	Opening of Prequalification bids	07.12.2017; 16:00 Hrs
6	Opening of Tech Bids	To be informed later
7	Opening of Financial bids	To be informed later

If required, more than one or more rounds of pre-bid conference may be scheduled

5. Scope of Work

The overview of the scope of work of the Agency under the Cloud Management Office (CMO) is given below. The CMO Agency will be responsible for delivery and approval of each work item by MeitY. The agency will support MeitY in all the activities starting from approach note till approval of each deliverable and publishing of the same.

1. Identification of the relevant Standards; Development of Guidelines; Creation of Frameworks; and Formulation of the required guidelines
2. Designing the Certification/ Empanelment Strategies, Processes, Templates, RFPs and MSAs for empanelment of the Cloud Auditors and certification of offerings of the Cloud Service Providers
3. Developing Capacity Building Curriculum, Content & Artifacts
4. Design the functional and technical specifications, prepare the RFP for Selection of Implementing Agency to implement, maintain and operate the GI Cloud Portal and Directory; monitor the implementation & operations of the Implementing Agency.
5. Support MeitY and End User Departments

While the broad scope, as per the current understanding, is elaborated in this section, it is envisaged that requirements for new deliverables such as new standards, frameworks, guidelines, training artifacts will be discovered as the policy gets implemented on ground.

The Agency will take up the new deliverables that fall within its original objective of assisting MeitY in realization of the below mentioned project outcomes at no additional cost to MeitY.

1. Develop the to-be architecture of GI Cloud that integrates National, State and Commercial Cloud platforms
2. Enabling of GI Cloud Directory with various certified cloud services offerings from Private Cloud Service Providers, PSU Cloud Service Providers, State & National Government Cloud Service Providers
3. Frameworks, Guidelines and Training Artifacts available for the end user departments to evaluate, procure, migrate and manage cloud services

MeitY will re-prioritize the planned deliverables / work items so that the new deliverables can be taken up within the same overall effort. Refer to the Section 9: Project Timelines

The operationalization of the Certification/ Empanelment processes & implementation of the capacity building programs & advisory services is out of scope for the Agency. Development / technical implementation of cloud or related components is also out of scope for the Agency.

5.1 Detailing the Reference Architecture

Work Item 1: Detailing the GI Cloud Reference Architecture

GI cloud reference architecture is required to standardize on the nomenclature of terms, various actors and their roles & responsibilities in the GI cloud ecosystem. As indicated earlier, Government of India has adopted the Conceptual Reference Model of National Institute of Standards and Technology's (NIST). The objective of this work item is to further elaborate and expand the reference architecture to suit the requirements of GI Cloud. In case it is found appropriate to adopt a new reference architecture (other than NIST reference architecture), the same needs to be recommended for adoption with full justification in consultation with MEITY. The Agency has to study & analyze the available reference architectures widely used / adopted for cloud computing domain before elaborating / recommending the new reference architecture.

The indicative deliverables under this Work Item include:

1. Background note providing the underlying analysis of the various reference architectures studied to arrive at the recommendations.
2. Recommendation on the GI Cloud Reference Architecture detailing the roles, activities, components and sub-components and taxonomy.
3. End-user guide for easier understanding of the reference architecture
4. Clickable map/chart providing details of all components, so that it can be used for reporting of status of individual deliverables

5.2 Identify Standards and Develop Guidelines/ Best Practices

Work Item 2: Identify Standards

While there may be a few areas where standards may not exist, standardization and certification actions for cloud computing are already taking place. MeitY, as far as possible, would like to adopt the industry standards and certification schemes applicable to the GI Cloud. The Agency has to comprehensively identify & evaluate all the existing published standards & certification schemes along with the respective domains / security controls from the standards setting / certification organizations relevant to cloud services. The exercise also needs to identify industry specific (personal identifiable information, Health Information, SOC,) standards where available.

The indicative deliverables under this Work Item include:

1. Background note with the analysis of the different standards & certification schemes available and the rationale for recommending a particular standard
 - a. Listing of all the existing published standards & certification schemes along with the respective domains / security controls from the standards setting / certification organizations relevant to cloud services
 - b. Framework to evaluate the standards & certification schemes for suitability for adoption for GI Cloud
 - c. Evaluation of the standards & certification schemes using the developed framework to assess the suitability for GI Cloud. In case substitutable standards exist (i.e., either of the standard may serve the objective) for the same domain / security control, both have to be identified.
 - d. Summary of the consultations with the industry and expert group
2. Recommendation on the standards mapped to the different risk & security levels and the different cloud service offerings
3. End-user guide for easier understanding of the recommended standards for the different risk & security levels

Work Item 3: Develop Guidelines / Best Practices (where required)

With respect to certification of the offerings of cloud service providers, it is envisaged that, the existing & widely prevalent standards will be adopted. However, where there are gaps in

the standards or such standards do not exist or are still evolving or are proprietary in nature or conflicting in nature, guidelines / best practices may be developed to address such gaps.

The indicative deliverables under this Work Item include:

1. Background note with the methodology for identifying the areas / gaps where additional guidelines / best practices have to be developed.
 - a. Methodology for identification of the areas / gaps where additional guidelines / best practices have to be developed
 - b. Identification of the gaps where standards do not exist or are currently evolving and hence identifying the need for defining the baseline requirements
 - c. Summary of the consultations with the industry and expert group
2. Recommendations on Guidelines / Best Practices for the different risk & security levels
3. End-user guide for easier understanding of the recommended Guidelines / Best Practices for the different risk & security levels

Since the underlying standards are ever evolving, the map of existing published standards & certification schemes needs to be updated / revised on a semi-annual (or periodic) basis to be in tune with the new standards.

5.3 Develop Policy related Guidelines

Work Item 4: Risk & Security Assessment and Decision Framework

Different departments deal with data of varying sensitivity. Some of the data (personal identifiable information, payment details,) may need to be managed as per the applicable Indian Government's Laws & Regulations. Similarly, the security requirements of the departments may also vary and are amenable for categorization into pre-defined categories. Once the risk & security profile of the application is assessed, the department needs to understand the available options of the cloud services that may be leveraged for their set of applications / data. The available options may be classified (indicative only) on the following:

1. Nature of cloud service offerings (public, virtual private, private, community);
2. Ownership of cloud service providers (Private, PSU, Government, Own);
3. Operational control of cloud services (Private, PSU, Government, Own);

4. Level of control / responsibilities of cloud services shared between the cloud consumer and cloud service provider (least to complete control); and
5. Location of data (within India, on-premises, off-premises, isolated)

The objectives of this Work Item are:

1. Standardize the business impact / risk & security levels to enable departments adopt uniform terminology
2. Provide frameworks and tools to enable departments to
 - a. Assess the risk & security profile of their applications / data / services for cloud adoption / migration (e.g., Data Classification Framework) and
 - b. Identify the available options of the cloud services that may be leveraged for their set of applications / data

The Agency has to study the

1. Existing standardization of the risk levels adopted in different countries to understand the various prevalent risk levels. MeitY will facilitate/enable the agency to consult with Cert-In, National Critical Information Infrastructure Protection Center (NCIIPC), and study the IT Act (including its amendments), National Cyber Security Policy, and other relevant Acts & Policies for formulating the recommendations.
2. Study the applicable Indian Laws & Regulations as well as the Foreign Regulations that may become applicable on the adoption of cloud services

The indicative deliverables under this Work Item include:

1. Background note providing the various risk levels adopted in other countries, relevant inputs from the stakeholder discussions, inputs considered from applicable Acts & Policies and details of the underlying analysis & justification of the developed frameworks & tools
2. Recommendation on the Standardization of Business Impact / Risk and Security Levels / Data threat profiling
3. Guidelines on Privacy, Provide the Privacy framework and Privacy impact levels

4. Framework for assessing the risk & security profile(as per the standardized risk levels) and the available options of the cloud services (nature of cloud service offerings; nature of cloud service providers; and location of data)for any given application / service / data being considering for adoption / migration to cloud so that the departments understand the available options of the cloud services that may be leveraged for their set of applications / data
5. Tool for end user to navigate through the frameworks developed above with a set of questions & answers
6. End-user guide with scenarios / examples for easier understanding of the risk & security levels
7. End-user guides with scenarios / examples for easier understanding of the frameworks and tools

The existing frameworks & tools (Model RFP, Assessment Framework, or any other guidelines available with MeitY may be studied while developing the new frameworks and guidelines.

Work Item 5: Data Governance Related Guidelines

While the data location related guideline has been specified in the Meghraj Policy, some of the other critical data level policies need to be defined for different risk & security levels. The data referred here is deemed to include Cloud service customer data, Cloud service provider data, and Cloud service derived data.

The data governance related guidelines need to be framed to address the following aspects (indicative only):

1. Data Preservation and Redundancy including sources, scheduling, backup, restore, integrity checks, etc. along with required protections to be offered by the service provider including data preservation after termination of the contract;
2. Data Seizure related legal powers to enable law enforcement and other government agencies to seize data for forensic analysis;

3. Data Privacy: to ensure that the cloud service provider will conduct business in compliance with applicable laws on data privacy protection. This includes identifying the data sets gathered, data retention policies, how the data is communicated, how personal data is stored and used, etc.;
4. Data Availability to enable that the data is available in the event that the cloud service provider goes out of business or locks access to its systems because of a billing dispute or a security issue;
5. Change Management and Modification to define the amount of time allowed to prepare for a change;
6. Data disclosure and integrity
7. Data irretrievability and Stored data's durability
8. Data ownership
9. Data Lifecycle with a particular focus on the practices and mechanisms for data handling and deletion.
10. Data Portability required to extract the data in the required formats and interfaces.

The indicative deliverables under this Work Item include:

1. Background note with the data governance related critical areas for which the guidelines have to be developed.
 - a. Comprehensive identification of the critical areas under data governance
 - b. Best practices followed for such policies
 - c. Summary of the consultations with the industry and expert group
2. Data Governance Related Guidelines for the different risk & security levels
3. End-user guide for easier understanding of the recommended Data Governance Related Guidelines for the different risk & security levels

Work Item 6: Interoperability and Portability Related Guidelines

The interoperability and portability related guidelines need to be framed to address the risk of vendor lock-in and cloud migration.

The indicative deliverables under this Work Item include:

1. Background note with the interoperability and portability related critical areas for which the guidelines have to be developed.
 - a. Comprehensive identification of the critical areas under interoperability and portability
 - b. Best practices followed for such policies
 - c. Summary of the consultations with the industry and expert group
2. Interoperability and portability Related Guidelines for the different risk & security levels
3. End-user guide for easier understanding of the recommended Interoperability and Portability Related Guidelines for the different risk & security levels

5.4 Develop Templates – Model RFP, SLA, and MSA

Work Item 7: Develop Templates – Model RFP, SLA, and MSA for Standardization of the different Cloud Service Offerings

The primary objectives of the templates is to enable evaluation of the cloud service offerings from the different cloud service providers and ensure fair SLAs & contract terms that protect the interests of the government departments.

The indicative deliverables under this Work Item include:

1. Service Level Objectives
2. Service Level Agreements
3. Master Service Agreements
4. Model Request for Proposals for procurement of various cloud services
5. End-user guides for easier understanding of the above artifacts

Where applicable, additional clauses / guidelines have to be developed on top of the base templates to address the different risk & security levels; different deployment models and different cloud service offerings.

Note: A model RFP, SLA and MSA for procurement of Cloud Services has already been prepared by MeitY. The CMO shall review the documents and suggest improvements/modifications. The CMO shall submit the updated versions of the documents or if required prepare a new set of documents.

5.5 Develop End User Guides / Guidelines

Work Item 8: End-user Guides/ Guidelines to assist the end user departments in evaluating and migrating to cloud services

In addition the end user guides mentioned in the respective work items, there will be requirement of composite end-user guides to assist the users in easier understanding & navigating the various standards, frameworks, guidelines& templates in their approach towards adoption of cloud services.

The scope of the Agency under this work item includes developing the end user guides / guidelines.

The indicative deliverables under this Work Item include:

1. Guide to implementing cloud services – overview & steps involved in the lifecycle: identifying the opportunity, evaluating the applications, identifying the right deployment model, evaluation & selection of a cloud service provider, contracting, planning for migration, managing the migration and monitoring the implementation
2. Framework for evaluating the suitability of applications / services / projects to leverage Cloud Services (IaaS, PaaS & SaaS)
3. Selecting a Cloud Service (IaaS, PaaS, BCaaS, DRaaS,...) and appropriate Cloud Deployment Model and CSP
4. Considerations, Checklists & Best Practices with respect to Standards, Security, Transition, SLA, Financial, Legal aspects,... when migrating to cloud based services (IaaS, PaaS and SaaS)
5. Defining scope of services clearly delineating the responsibilities of the cloud service providers, implementation agencies and departments in the entire implementation
6. Capacity Sizing Guidelines for estimating compute, storage, and network requirements
7. Application development / migration guidelines for deploying applications on cloud environments
8. Guidelines for cloud platform based service development
9. Assessing the cloud readiness of an existing application

10. Migration roadmap and plan for cloud enablement and productization of an existing application
11. Guidelines/End user Guide for integrating the cloud services with the internal IT systems and other external systems (if required) on different clouds/ Data centers (e.g., NIC Cloud & Private Service Provider Cloud)
12. Resource Management Guide providing references to applicable Laws, Regulations, Standards and Guides applicable when leveraging cloud services

5.6 Guidelines for Certification of Offerings of Cloud Service Providers and Cloud Auditors

Work Item 9: Certification/ De-Certification Strategy, Guidelines, Processes & Templates for Certification of the Offerings of Cloud Service Providers and Cloud Auditors

Certification of the offerings of Cloud Service Providers as per the identified standards eliminates the necessity of the technical scrutiny of the cloud services by multiple interested departments. This provides assurance of the offerings of cloud service providers and facilitates easier adoption of the cloud services by the user departments.

The indicative deliverables under this Work Item include:

1. Certification/ De-Certification strategy defining the role of auditors, cloud service providers and MeitY in certification value chain
2. Necessary guidelines, processes & templates for the certification (initial as well as maintaining & re-certification) of the offerings of the cloud services providers that will be adopted by the cloud service providers to get their offerings audited
3. Guidelines and reporting framework for continuous monitoring of operations to ensure compliance
4. End-user guides on the certification process and prepare the Certification Handbooks for various service offerings, "Guide for Cloud Service Providers" for getting certified, maintaining the certification and getting re-certified at periodic intervals) among other relevant manuals
5. Empanelment strategy for the Cloud auditors

6. Necessary guidelines, processes, templates and RFPs for the empanelment (initial as well as maintaining empanelment, re-empanelment and de-empanelment) of the Cloud Auditors.
7. End-user guides on the empanelment process and prepare the Cloud Auditor Empanelment Handbook, “Guide for Cloud Auditors” for getting empanelled, maintaining the empanelment and getting re-empanelled at periodic intervals among other relevant manuals

Note: As indicated in Section 1, the Provisional Empanelment of Cloud Service Offerings has been initiated and 5 cloud service offerings pertaining to 11 CSPs have been provisionally empanelled for two years. The CMO shall review the process, requirements stated in the RFP and suggest improvements and modify and integrate the empanelment process with the above deliverables. The RFP is available at <http://http://meity.gov.in/content/gi-cloud-meghraj>

5.7 Guidelines for Empanelment of System Integrators/ Managed Service Providers

Work Item 10: Empanelment Strategy, Guidelines, Processes & Templates for Empanelment/De-Empanelment of the Service Offerings of Managed Service Providers (MSPs)

The Empanelment of the services offerings of Managed Service Providers provider assurance of the services offered by MSPs and eliminates the necessity of the evaluation of the service offerings of Managed services by multiple interested departments.

The indicative deliverables under this Work Item include:

1. Empanelment strategy for the Managed Service Providers (MSPs)
2. Necessary guidelines, processes, templates and RFPs for the empanelment (initial as well as maintaining empanelment, re-empanelment and de-empanelment) of the Managed Service Providers.
3. End-user guides on the empanelment process and prepare the Managed Service Provider Empanelment Handbook, “Guide for Managed Service Providers” for getting empanelled, maintaining the empanelment and getting re-empanelled at periodic intervals among other relevant manuals

5.8 Capacity Building Support

Work Item 11: Capacity Building Curriculum, Content & Artifacts & Preparation of RFP for the selection of implementation agency/ies for imparting training to User Departments

There is a key need to create the awareness of these initiatives in the user departments, showcase the advantages of migrating to cloud services and ways to address the potential risks for faster adoption of the policy.

The indicative deliverables under this Work Item include:

1. Formulate the Request for Proposal (RFP) for selecting an implementing agency for imparting training to the user departments.
2. Design the curriculum for each of the recommended training programs
3. Design the right kind of training & certification programs (both national and international scope)
4. Design the content & develop the necessary training artifacts in the form of presentation decks, reading material, e-learning modules and certification courses
5. Develop case studies of projects successfully leveraging cloud services to showcase adoption of cloud solutions
6. Conduct Training of Trainers (ToT) to validate the designed curriculum, content and artifacts. The infrastructure and premises required for conducting the training will be provided by MeitY. The trainings will be conducted in NCR region for at least 5 batches (minimum batch size of 15) for each of the designed training programs.
7. Organizational Change Management Strategy and Implementation Plan

However, implementation of the Capacity Building Programs is out-of-scope for the Agency.

5.9 GI Cloud Portal and Directory

Work Item 12: Design the GI Cloud Portal & Directory and Procurement of Implementing Agency for GI Cloud Portal & Directory

The indicative deliverables under this Work Item include:

1. Prepare the RFP for Selection of the Implementing Agency for the GI Cloud Portal & Directory including the detailed design of the functional and technical specifications of the GI Cloud Portal& Directory
2. Manage the bid process (pre-qualification, technical, & commercial evaluation and finalization of the Contract)

The Agency will also take up the monitoring of Implementing Agency during the implementation as well as the operations and maintenance of GI Cloud Portal & Directory.

Indicative features of the GI Cloud Portal and Directory include:

1. Portal should facilitate seeking industry inputs & feedback on draft guidelines / model RFPs and other deliverables.
2. All the external resources researched to prepare the deliverable needs to be tagged and uploaded to the GI Cloud Portal providing access only to the authorized users.
3. Final approved deliverables (standards, developed guidelines, best practices, model RFPs, and contracts) will be published on the portal
4. Facilitate sharing of knowledge in the adoption and management of cloud services
5. Support process for certification of cloud service providers & empanelment of auditors
6. Self-services (transactional & informational) to the cloud service providers, auditors, end user departments with respect to certifications, empanelment and procurement respectively
7. FAQ on the published deliverables
8. Publish the list of empanelled cloud auditors and certified offerings of cloud service providers including the catalogue of services.
9. Different views should be possible based on context-sensitive search / filter criteria.
10. Comprehensive search engine
11. Ease of use by the departments in identifying the offerings by the CSPs
12. Compliance to GIGW (Guidelines for Indian Government Websites)

5.10 Procurement Guidelines

Work Item 13: Procurement Guidelines

With the adoption of cloud services, the procurement model has to evolve from a primarily Capex to an Opex or Pay-per-use model.

The indicative deliverables under this Work Item include:

1. Report identifying the areas that need legal / policy level interventions including any inadequacies in the legal (IT Act) with respect to Cloud
2. Recommendations on new procurement guidelines, amendments to procurement laws for procurement of services available on the GI Cloud Services Directory and End-user guides for easier understanding of the guidelines
3. Guidelines/processes/Templates on how the procurement of cloud services/ offerings can be procured from Government e market Place (GeM) or recommend a feasible solution and the associated frameworks/guidelines/processes/templates for an e-market place for cloud services.

5.11 Miscellaneous Activities

Apart from the above work items, the Agency is also responsible for the below set of activities:

1. Standardization of cloud service offerings where possible

- a. Comprehensive listing of service offerings of the cloud service providers along with the details of the offerings in consultation with the cloud service providers
- b. Capturing the various attributes of service offerings of the cloud service providers including the commercial details
- c. Create a standard listing of the service offerings to enable creating a common service catalogue

2. Support MeitY and End User Departments in the below activities:

- a. Be available on phone, email and video conference to support the stakeholders' (e.g., departments, cloud service providers, OEMs, System Integrators,) queries / requests on developed standards, baseline requirements, frameworks, templates and guidelines.
- b. Create and continuously update FAQ on the GI Cloud portal
- c. Seek feedback from the end-user departments on the developed artifacts and where required refine or develop additional frameworks / guidelines / user guides based on the inputs

- d. Support MeitY in preparation of draft response to various queries received from other government/private organizations, RTI queries etc. on the published standards, guidelines, frameworks, etc.
- e. Continuously monitor local and international trends on cloud services and integrate / leverage any learning

3. Procure and Setup Version Management and Project Management Tools

- a. The Agency is responsible for maintaining all the project documents including the multiple iterations in a version control tool that will be procured, deployed and maintained by the Agency Preference may be given to open source/relevant tools already in deployment at MeitY.
- b. The Agency shall maintain the project plan and all related artifacts in a project management tool will be procured, deployed and maintained by the Agency.
- c. The underlying infrastructure (compute, storage, memory) will be provided by MeitY.

6. Deliverable Preparation Methodology

Approach Note and Deliverable Template

At the onset of each work item, the CMO agency should provide a detailed project implementation plan indicating work break down structure (WBS) for each work item, as indicated in Annexure - 5, an approach note and templates of proposed deliverables for the respective work item. The approach note should at a minimum detail the secondary research and industry consultations proposed to be carried out.

MeitY will review the approach and deliverable templates, tailored to accommodate the needs of the specific work item, and agree on the scope, approach, format, and content of each of the deliverables under that work item. The suggestions made by MeitY to CMO agency during meetings will be captured in a Deliverable Review Document (DRD) for each deliverable. A deliverable evaluation scorecard will be used to measure the deliverable (e.g., completeness, consistency, quality, and presentation) against the acceptance criteria defined in the DRD.

As project deliverables are submitted, MeitY will review them against the agreed upon DRD. When comments are provided, the CMO agency will address the comments and/or revise the deliverable and resubmit it within the agreed time as decided in the DRD. The agreement on the scope of the deliverables at the beginning of each phase will reduce the need for multiple rounds of revisions and allow timely acceptance.

Secondary Research

The team is expected to study the available models, standards, guidelines adopted in different countries, relevant international organizations including standard development organizations during the preparation of the deliverables under the different work items. In case any content is used from the existing artifacts, complete references (at the appropriate place) of the same shall be added within the deliverable. All the external resources researched to prepare the deliverable needs to be tagged and uploaded to the GI Cloud Portal providing access only to the authorized users.

Consultations with Industry & Industry Groups

The CMO agency with the support of MeitY is also expected to consult with various experts from the Academia, Research Agencies, Industry Groups & industry (e.g., cloud service providers, system integrators, OEMs, Cloud Consultants,) to get inputs on the deliverables. The consultations along with the list of the stakeholders consulted and summary of discussions, inputs, comments, feedback received needs to be comprehensively brought out into the background note accompanying the deliverables. The discussion with the stakeholders is required to be carried out in MeitY premises. The comments / feedback / inputs at each stage of the approval process should also be captured in the background note.

Example Case Studies

In case a framework is created, where applicable, the CMO agency shall detail the example case studies / scenarios / use cases within the respective frameworks and / or end-user guides to demonstrate the use of the framework. The user guides / guidelines should be created from the end-user perspective.

Document Revision History

Each of the deliverables shall capture the document history with the initiating agency (indicating author, reviewer and approver within the organization), expert group reviews and final approvals. The editable versions of the deliverables have to be submitted to MeitY and the same including the interim deliverables will become the intellectual property of the MeitY. Where required, the deliverables may need to be revised on a semi-annual (or periodic) basis.

Project Management

The team shall keep the project plan and all related artifacts up-to-date during the course of the project in a project management tool

7. Governance Structure and Acceptance of Deliverables

MeitY is the owner of the project and in order to streamline and manage the project, MeitY will form a suitable Governance mechanism. Broadly, the proposed governance mechanism will include:

1. **Apex Committee:** Review the progress of Project and recommend policy level directions / advice to CMO, under the chairmanship of senior MeitY officials.
2. **Working Group:** Working Group within MeitY with representation from other government agencies will be setup to recommend the approval of the deliverables including the standards, baseline requirements, frameworks, templates, guidelines and end-user guides. MeitY is the final approving authority and will approve the deliverables on the recommendation of the Working Group. The standards, guidelines and other deliverables arising out of this engagement will be published only on approval of the MeitY.
3. **Project Mission Team:** A team of MeitY officials, headed by a nodal officer, will anchor this project and will work with the Agency on a daily basis. This team along with PMU will provide all necessary program management support to the Nodal Officer.
4. **Expert Group:** A team of experts from industry & academia will be setup to work with MeitY for consultations on the deliverable templates, proposed approach, deliverables submitted by the Agency. The Agency will provide all necessary support to MeitY for conduct of meetings, presentations, for the Expert Group.

CMO will work under the guidance of MeitY and closely with the Expert Group (or sub-groups formed under the Expert Group) during the preparation and finalization of the deliverable. Once the draft deliverable is prepared by the CMO, the draft has to be circulated to the members of the respective sub-group formed for providing inputs & validating the draft. The draft is expected to go through multiple iterations with the expert -group(s) before it can be submitted to MeitY. The consultations along with the group, summary of meetings, discussions, inputs, comments, and feedback received needs to be comprehensively brought out into the background note accompanying the deliverables. Once the deliverable is submitted to MeitY, the MeitY will put up the deliverable to the Working Group. The Working

Group will hold reviews and suggest / recommend on the acceptance of the deliverables. The Working Group may release, where necessary, the draft deliverables for public & industry comments before acceptance of the deliverable. MeitY may also invite other entities (in addition to the Working Group) or experts in the domain as required, for reviewing and approving project deliverables.

Some of the deliverables will need to be accepted by multiple stakeholders within MeitY. The Agency will closely work with all the members of the above governance structure in successfully executing the engagement. The Agency shall deploy senior / expert resources to MeitY to present and explain the deliverables to MeitY / Working Group / Project Mission Team / Expert Group and present clarifications where required. The Agency shall review the comments received and incorporate appropriate changes / suggestions from the public / industry / experts / Project Mission Team into the deliverables.

The final authority to accept and sign-off each deliverable lies with the MeitY through the approval of the Working Group constituted by MeitY. The final accepted deliverables shall be published on the GI Cloud portal after approval from MeitY. The agency will support MeitY till the deliverable is approved.

Sign-off on the deliverables by MeitY does not necessarily indicate the completion of the work for the respective deliverables. Any gap that is found in a deliverable or a revision of the deliverable necessitated by a change in the policy and / or underlying standards, even after the sign-off, will have to be addressed by the Agency without any additional cost to MeitY.

Notwithstanding the above, within 60 working days from receipt of the deliverables (submitted to MeitY after the inputs and validation by the Expert Group) targeted for the respective deliverables in each phases, MeitY will notify Agency if they are accepted. If they are not accepted, MeitY will let Agency know the reasonable grounds for such non-acceptance, and the Agency shall take reasonable remedial measures so that the draft deliverables materially meet agreed specifications. If MeitY does not notify Agency within the agreed time period or if MeitY uses the draft deliverables, they will be deemed to be accepted for the purpose of payment against the deliverables. However, as indicated above, any gap that is found in a deliverable or a revision of the deliverable necessitated by a change in the policy and / or underlying standards, even after the acceptance or sign-off, will have to be addressed by the Agency without any additional cost to MeitY.

8. Resource Requirements

Agency is responsible to deploy "the right mix and required number of resources" that will be required to "deliver as per the timeline & scope of work" as defined in this RFP.

Consultants will carry their own laptops equipped with data cards for internet connectivity. The bidder shall provide resume/profiles of all the key resources to be deployed on this project. The bidder shall refrain from detailing the complete work experience which is not relevant to this project. MeitY reserves the right to interview the key resources to be deployed on the project. In case any of the proposed resources are found to be not performing or not meeting the expectations of MeitY, the agency shall find a replacement for the resource within two weeks. MeitY will evaluate the replacement profile and indicate the acceptance / rejection of the profile. If required, MeitY may seek a personal interview of the person being proposed. Resources deployed on the project can be replaced by the agency suo-moto with a minimum notice of 2 weeks subject to approval of the proposed resource by MeitY and the replacement resource should be part of the transition for at least 2 weeks.

Indicative Resource Profiles

1. Engagement Lead

- i. Engineer and/or MBA from premier institutes with at least 15 years of work-experience
- ii. Minimum 10 years of end-to-end experience in leading IT Consulting projects in India/abroad
- iii. Multiple stakeholder management experience in Government setup
- iv. Good understanding of Cloud Service & Deployment Models

2. Principal Consultant

- i. Subject Matter experts in applicable domains (as per the scope of work requirements), with minimum 10+ years of experience in the indicated subject matter or domain
- ii. Engineer/MCA And/or specialisation (relevant certification, diploma or post graduate degree) in the applicable domain/subject matter

- iii. Indicative areas of project experience (but not limited to) should include domains of risk management, incident management, data security, IT network architecture, physical security and Security components (including IDS/IPS/Firewalls).
- iv. Implementation and functional consulting experience with leading security / erg / Vulnerability Assessment / SIEM solutions
- v. Certifications: At least 2 out of CISSP/CISA/CISM/CRISC/ISO27K

3. Senior Consultant

- i. Subject Matter experts in applicable domains (as per the scope of work requirements), with 6-10 years of experience in the indicated subject matter or domain
- ii. BE/BTech/ME/MTech/MCA/ MBA (IT/Systems)/Post graduation (IT system)
- iii. Experience in Cloud Computing technologies (IAAS, PAAS and SAAS).
- iv. Expertise and deep understanding of standards in the areas of security, interoperability, portability and other domains
- v. Experienced in Cloud Advisory / Legal & Contracts / Consulting / Implementation Services (scope including one or more of the following: evaluation, migration, adoption of cloud services)
- vi. Sound knowledge of national and international standards and the related organizations
- vii. Excellent consulting skills for consultations with various stakeholder groups including IT industry as well as government and academia
- viii. Cloud / Virtualization Certification from any leading Cloud OEMs or Standards Developing Organizations or Industry Bodies

4. Legal Experts

- i. Graduate with a Bachelors / Masters degree in Law
- ii. Minimum 10 years of experience in Cyber/IT and contractual Law
- iii. Experience of designing Master Services Agreement for turnkey IT projects

5. Consultant - CB Curriculum and Content Design Experts

- i. Post graduate with at least 5 years' experience in Capacity building, content design & training artifacts

- ii. Experience in design & delivery of technology training programs
- iii. Experience in conducting training programs

In addition to the resources deployed full time for this project at onsite (MeitY Office or any other office as indicated by MeitY), agency is also required to indicate the man-month rate of the resources as per Annexure - 5

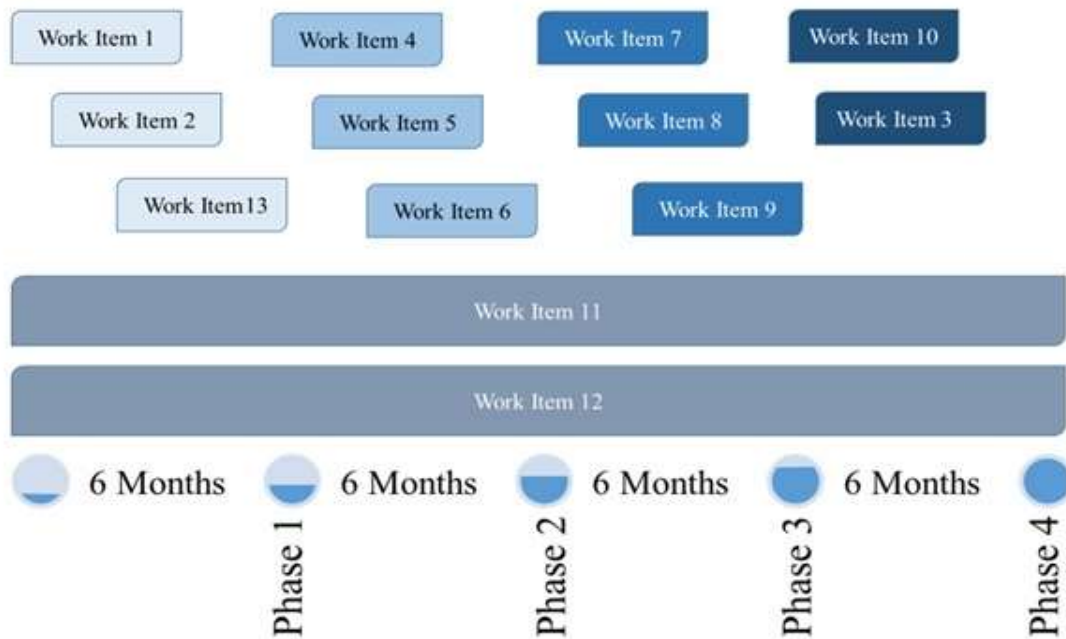
9. Project Timelines

The project is envisaged to be in hybrid model, wherein

- a) One component of the project will be deliverable based: This phase of project is envisaged to be maximum 2 years duration and is split into 4 phases as indicated in the below. Each phase comprises of certain identified deliverables (Work Items) and the maximum timeline for each phase is 6 months. The bidder is required to carry out his due diligence in terms of number of resources required, specific skill set of resources, deployment plan in order to ensure that project time lines are met. It may be noted that bidder is required to factor in the time period of 3 months, required in each phase for the processing of the deliverables from the draft submission to approval. The working on these deliverables will continue to remain on the project at onsite throughout the project duration and extend all the necessary support as indicated by MeitY or any of its nominated agency/body.
- b) The other component of the project is time and material based: The PMU resources & resources involved in consolidation management (and any extra resources that may be required to continue on need basis) for the project will be on time and material basis.

The maximum total project duration (assuming deliverables W1 to W13- completion will take 24 months and consolidation will take 12 months after the deliverables) is estimated to for a period of 3 years. The Agency shall submit an overall plan for the three years. At the beginning of each phase, the Agency will prepare a plan in consultation with MeitY detailing out the targets to be achieved for that particular phase including the guidelines, policies and frameworks to be delivered. The prioritization of the work items / deliverables within the work items will be carried out to align with the business priorities of MeitY and facilitate faster adoption of the cloud services by the end user departments. MeitY has the right to add/delete or re-prioritize the Work items based on the business priorities.

The overview of the work items in the first and second year (indicating the outer timeline for completion of deliverables) is given below:



Note: MeitY has the right to re-prioritize the work items based on the needs and requirements as felt necessary from time to time.

Phase I :

The indicative work items for Phase I areas given below:

1. Work Item 1: Detailing the GI Cloud Reference Architecture
2. Work Item 2: Identify Standards
3. Work Item 3: Develop Guidelines / Best Practices (where required)
4. Work Item 12: Capacity Building Curriculum, Content & Artifacts
5. Work Item 13: Design the GI Cloud Portal & Directory, Procurement of Implementation Agency and Monitoring of Implementation & Maintenance of GI Cloud Portal & Directory
(Preparation of RFP and Selection of the Implementing Agency)

Phase II:

The indicative work items for Phase II are given below:

1. Work Item 4: Risk & Security Assessment and Decision Framework
2. Work Item 5: Data Governance Related Guidelines
3. Work Item 6: Interoperability and Portability Related Guidelines

4. Work Item 11: Capacity Building Curriculum, Content & Artifacts
5. Work Item 12: Design the GI Cloud Portal & Directory and Procurement of Implementing Agency for GI Cloud Portal & Directory(*Preparation of RFP and Selection of the Implementing Agency*)

Phase III:

The indicative work items for Phase III are given below:

1. Work Item 7: Develop Templates – Model RFP, SLA, and MSA for Standardization of the different Cloud Service Offerings
2. Work Item 8: End-user Guides / Guidelines to assist the end user departments in evaluating and migrating to cloud services
3. Work Item 9: Certification / De-Certification Strategy, Guidelines, Processes & Templates for Certification of the Offerings of Cloud Service Providers and Cloud Auditors
4. Work Item 10: Empanelment Strategy, Guidelines, Processes & Templates for Empanelment/De-Empanelment of the Service Offerings of the Managed Service Providers
5. Work Item 11: Capacity Building Curriculum, Content & Artifacts
6. Work Item 12: Design the GI Cloud Portal & Directory and Procurement of Implementing Agency for GI Cloud Portal & Directory(*Monitoring the Implementation & operations*)

Phase IV:

The indicative work items for Phase IV are given below:

1. Work Item 13: Procurement Guidelines

The below work items / scope span across all the phases:

1. Work Item 11: Capacity Building Curriculum, Content & Artifacts
2. Work Item 12: Design the GI Cloud Portal & Directory and Procurement of Implementing Agency for GI Cloud Portal & Directory(*Monitoring the Implementation & operations*)
3. Scope of work under the miscellaneous activities
4. Work items as identified by MeitY

The indicative complete project plan for the activities are given below

Activity	Maximum Duration for Deliverables Phase - 24 Months												Transition Phase - 12 Months		
	M1	M2...M24 (maximum) or less than M24													
Phase-1	Max 6 Months														
Phase-2			Max 6 Months												
Phase-3						Max 6 Months									
Phase-4										Max 6 Months					
CB	From Start Till End of the Deliverables Phase														
PMU	From Start Till End of the Consolidation Phase														
Consolidation														Consolidation Phase=12 Months	

While the broad scope, as per the current understanding, is elaborated in the scope of work section, it is envisaged that requirements for new deliverables (e.g., frameworks, guidelines, training artifacts, guidelines for cloud brokers) will be discovered as the policy gets implemented on ground. Also, since the underlying reference architecture, deployment models, cloud service offerings, and standards are ever evolving, the various deliverables (applicable standards, guidelines for certification of cloud service providers & empanelment of auditors, model RFPs, SLAs, MSAs) needs to be updated / revised on as needed basis to align with the new standards. The Agency, in consultation with MeitY will update / revise / re-prioritize/add/delete and develop new deliverables (if any) as required within its original objective of assisting MeitY in realization of the project outcomes mentioned in Section 5 at no additional cost to MeitY.

Further, in the third year or as initiated by MeitY, the team shall carry out the complete transition of the knowledge and consolidation, deliverables and all artifacts developed during the contract to MeitY or a team identified by MeitY to take over the responsibilities. The Agency shall prepare an exit management plan with details of the briefing sessions to be conducted to transfer the knowledge.

All the project resources will be deployed in MeitY premises (or MeitY identified agency premises). MeitY reserves the right to decrease/increase the total number of resources to be deployed on the project based on the deliverables planned for the respective year. However, if any of the deliverables targeted for the Year – 1 and Year-2 are delayed and carried on to the subsequent year, the planned resources for the Year – 1 and Year-2 shall continue into the subsequent years.

10. Payment Schedule

As indicated above it is a hybrid project.

1. The acceptance of Work Items by Working Group constituted by MeitY will constitute the final acceptance of the deliverables.

2. Payment Terms

- a. A mobilization advance of 10% of the Quote for Services – Deliverables (A1) and PMU Resources (A2) – as indicated under Commercial Quotation Format under Annexure 5) against the submission of advance bank guarantee.

- b. Payment against deliverables **will**

- i. Bidder is required to submit invoice within 15 days of the approval

1. Of all the deliverables in each phase or

2. Approval of minimum 2 deliverables as per the priority as indicated by MeitY

- ii. ** Work Item 12 will not require consultations with the Expert Groups and will be approved by MeitY.*

- c. Payment against new deliverables (if any)

- i. In the event of addition of any new deliverables other than the ones identified in the scope, the bidder needs to submit man-months and types of resources required for the completion of the activity. The cost incurred towards the said deliverable will be calculated based on the man-month Cost (C) provided in the Commercial Quotation (Refer Annexure 5).

- d. Payment against “Time & Material”

- i. Bidder is required to submit quarterly invoice for the resources deployed on time and material basis for PMU

- ii. In the event of any addition or reduction of the resources is carried out with the approval of MeitY, the change (increase in case of additional resources or decrease in case of reduction of resources) to the quarterly

payment will be calculated based on the man-month Cost (C) provided in the Commercial Quotation (Refer Annexure 5).

1. In the event of any increase or decrease of the rate of taxes due to any statutory notification/s during the term of the Agreement, the consequential effect shall be borne by MeitY.

11. Instructions to Bidders

1. **Availability of the RFP Documents:** The RFP can be downloaded from the website / given under Section 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.
2. **Acknowledgement:** The bidders are requested to acknowledge the receipt of the complete set of RFP documents. The bidder shall also indicate the details of the primary and secondary contact persons for all the future interactions during the bidding process. A signed copy of the acknowledgement should be sent to the bid issuer's address provided in the Section 3. A scanned copy of the signed acknowledgement should be emailed to the bid issuer's address provided in the Section 3.
3. **Earnest Money Deposit (EMD):**
 - a. Bidders shall submit, along with their Bids, an amount of INR 20 Lakhs (Rupees Twenty Lakhs only), as Earnest Money Deposit ("EMD").
 - b. EMD is to be in the form of the Bank Guarantee issued by any of the scheduled banks in the format provided in the Annexure 11.
 - c. Bid security in any other form will not be accepted.
 - d. EMD shall be valid for a period of 225 days from the last date of submission of the bid.
 - e. The bid security of all unsuccessful bidders would be returned by MeitY and the bidder will be notified by MeitY as being unsuccessful after the completion of the entire bid evaluation process... The bid security of the successful bidder would be returned upon submission of Performance Guarantee.
 - f. No interest shall be payable by MeitY to the Bidder(s) on the bid security amount for the period of its currency.

- g. The bid without adequate bid security / EMD, as mentioned above, will be liable for rejection without providing any further opportunity to the bidder concerned.
- h. The bidder shall extend the validity of the EMD on request by MeitY
- i. The bid security may be forfeited:
 - i. If a bidder withdraws its bid during the period of bid validity or any extension thereof agreed to by the bidder
 - ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions
 - iii. If any of the bidders modify their bid during the validity period
 - iv. If the Proposal is varied or modified in a manner not acceptable to the MeitY after opening of Proposal during the validity period or any extension thereof
 - v. If the Bidder tries to influence the evaluation process
 - vi. In case the selected bidder fails to accept the work order or provide the Performance Security within the specified time limit

Pre-Bid Conference: MeitY will host a Pre-Bid Conference, tentatively scheduled as per the schedule given in section 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 are 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. If required, more than one or more rounds of pre-bid conference may be scheduled. The venue for the Pre bid conference is the bid issuer's address provided in Section 3.

4. Bidder Inquiries and MeitY's responses:

- a. All enquiries from the bidders relating to this RFP must be submitted in writing exclusively to the contact person notified by MeitY as above in the format specified in Annexure6 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 3. The mode of delivering written questions would be through post or email. In no event will MeitY be responsible for ensuring that bidders' inquiries have been received by them. Telephone calls will not be accepted for clarifying the queries.

- b. After the RFP is issued to the bidder, MeitY shall accept written questions/inquiries from the bidders. MeitY will endeavour to provide a complete, accurate, and timely response to all questions to all the bidders. However, MeitY makes no representation or warranty as to the completeness or accuracy of any response, nor does MeitY undertake to answer all the queries that have been posed by the bidders. Bidders are allowed clarification only once on any clause(s) of the RFP upto the number of days indicated in the calendar of event before the date fixed for the submission of written questions by bidders. All responses given by MeitY will be published on the website given under Section 3. In case the acknowledgement with the necessary details is submitted by the bidder on receipt of the RFP, MeitY may send the clarifications to such bidders through e-mail. All responses given by MeitY will be available to all the bidders. Any email communications sent by bidders to MeitY must be sent to the email address provided in Section 3.

5. Supplementary Information / Corrigendum / Amendment to the RFP

- a. If MeitY 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 3. In case the acknowledgement with the necessary details is submitted by the bidder on receipt of the RFP, MeitY may send the supplemental information / corrigendum / amendment to such bidders through e-mail. 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 during the evaluation of technical and commercial proposal

and the minutes of the meeting recorded during the technical and commercial evaluation shall also be deemed to be incorporated by this reference in this RFP.

- c. At any time prior to the deadline (or as extended by MeitY) for submission of bids, MeitY, 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 3. In case the acknowledgement with the necessary details is submitted by the bidder on receipt of the RFP, MeitY may send the amendment(s) to such bidders through e-mail. 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, MeitY, at its discretion, may extend the deadline for the submission of bids.

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 MeitY 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 MeitY to award a contractor to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the contract for implementation of the project.

7. MeitY's Right to terminate the Process

- a. MeitY may terminate the RFP process at any time without assigning any reason. MeitY 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 MeitY. The bidder's participation in this process may result in MeitY 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 MeitY to execute a contract or to continue negotiations.

- c. The MeitY has the right to terminate this discussions and negotiations process without assigning any reason and no costs will be reimbursed to the participating bidders.

8. Acceptance of part / whole bid / modification – Rights thereof: MeitY reserves the right to modify the technical specifications/quantities/requirements/ 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. MeitY also reserves the unconditional right to place order on wholly or partly bid quantity to successful bidder.

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 the Prime Bidder in case of a consortium) or a person duly authorized to bind the Bidder (or the Prime Bidder in case of a consortium) to the Contract. 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 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.

10. Interlineations in Bids: The bid shall contain no interlineations, erasures, redacted 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.

11. Consortium Bids: Considering the wide variety of skills and resources needed to implement the Project, a group of Companies are allowed to come together and bid for this Project as a consortium. However, the following must be noted with respect to consortium bids:

- a. The number of consortium members cannot exceed three.
- b. The other member in the consortium (other than the Prime Bidder) can only be a law firm to bring in the legal expertise in the area of Cyber/IT and contractual law and the other member in the consortium could be a firm bringing in Capacity Building Expertise.

- c. A company can submit only one bid either acting alone or acting as a member of any consortium.
- d. In case of a consortium bid, the Prime Bidder shall submit 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.
- e. In case of the consortium, the Prime bidder shall sign all the bid documents. However, all the members of the consortium must sign the contract.
- f. MeitY shall only correspond and hold the prime bidder responsible for the execution of the project and contract.

12. Venue & Deadline for submission of proposals:

- a. Proposals, in its complete form in all respects as specified in the RFP, must be submitted to MeitY at the address specified in Section 3.
- b. Last Date & Time of submission: Before the date and time stipulated in schedule given in section 4
- c. MeitY 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 3. In case the acknowledgement with the necessary details is submitted by the bidder on receipt of the RFP, MeitY may send the addendum(s) to such bidders through e-mail. In such a case of extension, all rights and obligations of MeitY and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

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.

14. Conditions under which this RFP is issued

- a. This RFP is not an offer and is issued with no commitment. MeitY reserves the right to withdraw the RFP and change or vary any part thereof at any stage. MeitY 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 MeitY.
- c. No oral conversations or agreements with any official, agent, or employee of MeitY 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 MeitY shall be superseded by the definitive agreement that results from this RFP process. Oral communications by MeitY to bidders shall not be considered binding on MeitY, nor shall any written materials provided by any person other than MeitY.
- d. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against MeitY 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 MeitY. 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 MeitY except to the extent required for submitting bid. This document should not therefore be used for any other purpose.

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 MeitY and will not be returned after opening of the pre-qualification proposals. If any bidder does not qualify in pre-qualification evaluation, the technical proposal shall not be evaluated. The Technical and Commercial Proposals shall be returned unopened to the bidder after the completion of the entire bid evaluation process. Also, the commercial proposals of technically disqualified bidders would be returned unopened to the bidders after the completion of the entire bid evaluation process. MeitY 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. MeitY 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. MeitY 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.

16. Modification and Withdrawal of Proposals: No proposal shall be modified or withdrawn in the intervening period between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form. Entire bid security may be forfeited if any of the bidders modify or withdraw their bid during the validity period. No documents / clarification will be accepted by MeitY after the lapse of bid submission date unless MeitY asks for the clarifications from the prospective bidder. Bidders should not be permitted to alter or modify their bids after the expiry of the deadlines for receipt of bids.

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. Failure to comply with the technical requirements, and failure to acknowledge the receipt of amendments, are common causes for holding proposals non-conforming
- 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

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

- a. Proposal submitted without bid security;
- 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. The 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;
- g. Proposal is not accompanied by all the requisite documents;
- h. A commercial/technical 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. Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period of the contract if any;
- m. Commercial proposal is enclosed with the same envelope as technical proposal;
- n. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process;
- o. 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;
- p. Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 30 working days of the date of notice of award or within such extended period, as may be specified by MeitY;
- q. Bidders may specifically note that while evaluating the proposals, if it comes to MeitY'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 MeitY;

- r. If, the bid security envelope, pre-qualification proposal, technical proposal and the entire documentation (including but not limited to the hard and soft/electronic copies of the same, presentations during technical evaluation, clarifications provided by the bidder) submitted along with that found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
- s. Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices; and
- t. In case bidder fails to meet any of the bidding requirements as indicated in this RFP

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.

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, MeitY 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.

21. Language of Proposals: The proposal and all correspondence and documents shall be written in English.

22. Bid Submission Instructions: The bid should be submitted in three parts :

- a. **Pre-qualification Information** - The format for submission of pre-qualification information is provided in **Annexure-2**.

b. **Technical Bid** – The format for submission of technical bids is provided in **Annexure-4**.

c. **Commercial Bid** – The format for submission of commercial bids is provided in **Annexure-5**.

Note: *The technical and commercial bid should be valid for 180 days from the date of submission.*

d. The pre-qualification information, the technical proposal and the commercial proposal together with all supporting documents should be submitted in three separate sealed covers. Each cover should be clearly marked to indicate whether it contains pre-qualification information, commercial proposal or technical proposal.

e. The three envelopes mentioned above should be placed in a bigger envelope marked “**Response to RFP for Selection of Agency for CMO**” together with the following :

i. Covering Letter from the Bidder as per the format provided in **Annexure-7**.

ii. An EMD as per the details provided under Clause (3) of Section 12.

iii. A letter of authorization supported by Board Resolution/a power of attorney.

f. All the envelopes shall have the name and address of the bidder to enable the proposal to be returned unopened in case it is declared "late" or the proposal does not qualify.

g. The bidders are requested to sign across the envelopes along the line of sealing to ensure that any tampering with the proposal cover could be detected.

h. The envelope containing the bid should be delivered to MeitY by hand or by post at the address given in Section 3 and date given in Section 4.

i. There should not be any commercial information in the pre-qualification information or technical proposal.

- j. The pre-qualification information and technical proposal should be submitted in both Hardcopy and soft copy formats in the format given in **Annexure-2 and Annexure-4** respectively. The soft copy should be submitted in 2 CDs. CD1 and CD2 should comprise the data for PQ and Technical round respectively.
- k. The commercial proposal should be in a printed format and submitted in hard copy only. It should be in the format given in **Annexure-5**, and signed by authorized signatory.
- l. If any bidder does not qualify in pre-qualification evaluation, the technical proposal shall not be evaluated. The Technical and Commercial Proposals shall be returned unopened to the bidder.
- m. If any bidder does not qualify in technical evaluation, the Commercial Proposal shall be returned unopened to the bidder.
- n. Bidders are requested to submit a bid that is to the point and refrain from providing unwanted information that is not relevant to this bid.
- o. If a bidder quotes NIL charges, the bid shall be treated as unresponsive and will not be considered.

23. Consortium

- a. The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process for the Consultancy
- b. The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.

24. Terms & Conditions for Consortium

- a. All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulge in "Prohibited Practices"; the whole Consortium is liable to be disqualified.
- b. An individual Applicant cannot at the same time be a member of a Consortium applying for the Assignment. Further, a member of a particular Applicant

Consortium cannot be member of any other Applicant Consortium applying for the Assignment.

- c. No Change in the composition of the Consortium will be permitted by the Client during the Selection Process and during the subsistence of the contract (in case the successful applicant/ consultant is a consortium).
- d. Members of the Consortium shall enter into a binding Joint Bidding Agreement, for the purpose of submitting a Proposal. The Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - i. clearly outline the proposed roles and responsibilities, if any, of each member;
 - ii. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Assignment until the completion of the Assignment in accordance with the contract and the RFP;
 - iii. clearly define the proposed administrative arrangements (organization chart) for the management and execution of the Assignment, if awarded to the Consortium;
 - iv. except as provided under this RFP, there shall not be any amendment to the Bidding Agreement without the prior written consent of the Client.

25. Non-Disclosure of Information

- a. All information in whatever form or mode of transmission, which is disclosed by MeitY to any Party of consortium in connection with the Project during its implementation and which has been explicitly marked as “confidential”, or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days from oral disclosure at the latest as confidential information by MeitY, is “Confidential Information”.
- b. The consortium partners hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Agreement, for a period of 3 years

after the end of the Programme: Not to use Confidential Information otherwise than for the purpose for which it was disclosed;

- c. Not to disclose Confidential Information to any third party without the prior written consent by the MeitY;
- d. To ensure that internal distribution of Confidential Information by consortium partners shall take place on a strict need-to-know basis; and to return to MeitY on demand all Confidential Information which has been supplied to the consortium partner including all copies thereof and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the consortium partners may however request to keep a copy for archival purposes only to the extent such information shall be kept according to mandatory national laws and regulations.
- e. The consortium partners shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of employment
- f. The above mentioned obligations of confidentiality shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:
 - i. The Confidential Information becomes publicly available by means other than a breach of the consortium partner(s)'s confidentiality obligations;
 - ii. MeitY subsequently informs the consortium partners that the Confidential Information is no longer confidential;
 - iii. The Confidential Information, at any time, was developed by the consortium partners completely independently of any such disclosure by the Disclosing Party

12. Process of Evaluation

1. Pre-Qualification Criteria

- a. The bidder will be assessed on the mandatory prequalification criteria specified under **Annexure-1**, and the bidder shall submit the information for Pre-qualification in the form at **Annexure-2**.
- b. MeitY will assess the bidders' capabilities against the pre-qualification criteria. Only those bidders' who meet / exceed the pre-qualification criteria shall proceed for technical evaluation.

2. Technical Evaluation Criteria

- a. Bidders that satisfy the pre-qualification criteria will be considered for the Technical Evaluation.
- b. The Committee shall evaluate the technical proposal as per the technical evaluation criteria indicated in **Annexure-3** and award marks to each bidder. The bidder shall submit the Technical Proposal in the form at **Annexure-4**.
- c. The pre-qualified bidders will be called to make a presentation before the Evaluation Committee. The Bidders would be expected to highlight their relevant experience and expertise during their presentation.

3. Commercial Proposal

- a. The financial bid should be submitted in the form given in **Annexure-5**.
- b. The bidder should quote one single figure in Indian Rupees (excluding taxes) as the all-inclusive fee for rendering the desired services. While submitting the financial bid, following must be kept in mind:
 - i. The price quoted should include all costs excluding the applicable taxes and other duties associated with the assignment.
 - ii. The person month rate of all the resources to be deployed on the project, should be indicated in the financial bid form. The prices quoted (including the man-power costs) in the Commercial Proposal shall be valid for the entire period of the contract or any extensions thereof.

- iii. The person-month costs taken in the commercial bid is only for commercial evaluation and will be used for approved out-of-scope Changes carried through change control process as will be defined in Contract.
- iv. The financial proposal should not include any assumptions or conditions attached to it and any such conditional financial bid shall be summarily rejected.
- c. No adjustment of the price quoted in the Commercial 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 in fulfilling the obligations under the contract.
- d. The price quoted in the Commercial Proposal shall be the only payment, payable by the MeitY 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 commercial bid or the one agreed between MeitY and the Bidder.
- e. 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.
- f. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (zero) in all such fields.
- g. If the rate for a line item is left blank it would be considered as zero and no payment would be made to the respective item.
- h. 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.
- i. All costs incurred due to delay of any sort, shall be borne by the Bidder.
- j. MeitY reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.

- k. The Bidder is expected to price all the items and services required for successful execution of the project.
- l. MeitY may seek clarifications from the Bidder on the Technical Proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Commercial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
- m. Unless expressly indicated in this RFP, bidder shall not include any technical information regarding the services in the commercial proposal.
- n. The bidder is expected to provide all the assumptions related to the proposal in the technical proposal itself and not in the Commercial Proposal. A commercial bid with any assumptions or conditions will be disqualified.
- o. Taxes
 - i. MeitY shall be responsible for withholding taxes, levies, cess, duties etc. from the amounts due and payable to the Agency wherever applicable. The Agency shall pay for all other taxes in connection with this Agreement and any other engagement required to be undertaken as a part of this Agreement.
 - ii. MeitY shall provide Agency with the original tax receipt of any withholding taxes paid by MeitY on payments under this Agreement. The Agency agrees to reimburse and hold the MeitY harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among the MeitY, the Agency and third party subcontractors.
 - iii. If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties due to any statutory notification/s, which are directly payable by the MeitY for providing the services i.e. service tax/GST or any such other applicable

tax from time to time, which increase or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expense otherwise payable to the MeitY under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto. However, in case of any new or fresh tax or levy imposed after submission of the proposal the Implementing Agency shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

p. Correction of Errors

- i. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the proposals are submitted to MeitY. All corrections, if any, should be initialled by the authorised signatory signing the proposal form before submission, failing which the figures for such items may not be considered.
- ii. In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form adjusted in accordance with above procedure shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price mentioned in figure shall govern.

4. Bid Opening Process

- a. Total transparency will be observed while opening the proposals/bids.
- b. MeitY reserves the rights at all times to postpone or cancel a scheduled bid opening.
- c. The bids will be opened, in three sessions, one for Bid Security and Pre-Qualification Proposal, one for Technical of those bidders whose Pre-Qualification Proposals Qualify and one for Commercial of those bidders whose technical Proposals qualify, in the presence of bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address.

- d. 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 MeitY, the Bids shall be opened at the same time and location on the next working day. Even if there is no representative of the bidder present, MeitY shall go ahead and open the bid of the bidders.
- e. During bid opening, preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security 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.
- f. The bid security will be opened by MeitY for bid evaluation, in the presence of bidders' representatives who may choose to attend the session on the specified date, time and address. The Bid Security envelope of the bidders will be opened on the same day and time, on which the Pre-Qualification Proposal is opened, and bids not accompanied with the requisite Bid Security or whose Bid Security is not in order shall be rejected.

5. Bid Evaluation Process

- a. The evaluation of the responses to the RFP will be done by an Evaluation committee of MeitY. MeitY may seek help from external advisers for this purpose.
- b. MeitY may seek additional information and clarifications from any or all of the Bidders on the Pre-Qualification and Technical Proposal submitted by the Bidder. Any of the additional information or clarifications submitted by the Bidder on the technical proposal should not have any commercial implications.
- c. The Evaluation Committee shall first evaluate the Pre-Qualification Proposal as per the Pre-Qualification Criteria above. The Pre-Qualification proposal shall be evaluated based on the information provided in the Form at **Annexure-2** and the supporting documents submitted.
- d. The technical proposals of only those bidders, who qualify in the evaluation of the pre-qualification proposals, shall be opened. Evaluation Committee while evaluating the Technical Proposals shall have no access to the Financial Proposals

until the technical evaluation is concluded and the competent authority accepts the recommendation.

- e. Each responsive Proposal will be given a technical score (S_t) on the basis of scoring methodology indicated in **Annexure-3**. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve a minimum technical score of 75.
- f. Only the bidders, who meet all the mandatory criteria AND score above the minimum cut-off score defined in each of the sections AND score above the overall minimum cut-off score, will qualify for the evaluation of their commercial bids.
- g. The committee shall indicate to all the bidders the results of the technical evaluation through a written communication. The technical scores of the bidders will be announced prior to the opening of the financial bids.
- h. The technically qualified bidders will be informed of the date and venue of the opening of the commercial bids through a written communication.

6. Selection Process

- a. All proposals with technical score (S_t) of 75 or more shall be included in the selection process and their financial bids will be opened.
- b. The proposal with the lowest fee (F_m) shall be awarded a financial score of 100 points. The financial scores (S_f) of other technically qualified bidders shall be computed as follows:

$$S_f = 100 \times F_m / F \text{ (rounded off to 2 decimal places)}$$

where F= amount of financial bid

- c. The Final Composite Score (S) shall be computed for each firm by assigning 70% weightage to the Technical Score (S_t) and 30% weightage to Financial Score (S_f) using the formula given below:

$$S = S_t \times 0.7 + S_f \times 0.3 \text{ (rounded off to 2 decimal places)}$$

- d. Bidder with the highest final composite score will be called for negotiating the contract. In case of a tie in the final composite score, the bidder with the higher Technical Score will be invited for negotiations and selection first.
- e. After negotiation, MeitY will issue the work order to the successful bidder.

7. Award of Contract and Performance Security:

- a. The contract will be awarded to the bidder whose proposal conforms to the RFP and is, in the opinion of MeitY, the most advantageous and represents the best value to the assignment, price and other factors considered.
- b. MeitY 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 reasons / grounds for MeitY's action.
- c. Prior to the expiration of the validity period, MeitY will notify the successful bidder in writing or by email, to be confirmed in writing by letter, that its proposal has been accepted. The notification of award will constitute the formation of the contract. The successful bidder will be required to furnish the performance bank guarantee within 30 days of the date of notice of award.
- d. MeitY shall have the right to annul the award in case there is a delay of more than 15 days from the fulfillment of conditions precedent in signing of Agreement, for any reasons attributable to the successful bidder. Upon the signing of the Agreement, MeitY will promptly notify each unsuccessful bidder and return their Bid Security.
- e. The successful bidder should enter into an agreement with MeitY within 30 days of the receipt of the award of the contract in the prescribed format based on the terms and conditions contained in this bid document.
- f. A Performance Bank Guarantee (PBG) of 10% of value of the contract would be furnished by the successful bidder in the form of a Bank Guarantee as per the format provided in this RFP from Scheduled Indian Banks. The PBG should be

furnished within 30 working days from the date of notice of award and should be valid up to 90 days beyond the duration of contract. The Bank guarantee should be irreversible and irrevocable.

- g. In case any claims or any other contract obligations are outstanding, the Agency (successful bidder) will extend the Performance Bank Guarantee as asked by the MeitY till such time the Agency settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the MeitY, in case, conditions regarding adherence to delivery schedule, conditions regarding warranty, settlement of claims and other provisions of the contract are not fulfilled by the Agency.
- h. Performance security will be forfeited and credited to MeitY in the event of a breach of contract by the Agency.
- i. Performance Security will be refunded to the Agency without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.

8. Failure to agree with the Terms and Conditions of the RFP:

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event MeitY will call for new proposals. MeitY may also invoke the PBG (if the PBG is submitted). The bidder will also forfeit the EMD.

13. General Conditions

1. Agency will observe the timings and holiday schedule of the Central Government. Fulltime consultants deployed will be required to be available in the MeitY office premises, on all working days during the period of the engagement.
2. Bidder represents and warrants that it is in compliance with, and shall continue to comply with, all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction in which work shall be performed under this Contract.
3. The resources indicated in the proposal will be the ones that are provided for the assignment. In the event that the resources are not available for deployment, MeitY reserves the right to withdraw the offer made and award the assignment to another firm.
4. Agency should provide professional, objective, and impartial advice and at all times hold the MeitY's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.
5. The Agency to be selected through this bid process will provide deliverables as indicated in this document. The Agency should note that as a part of requirement for this assignment, the Agency will share with MeitY all intermediate documents, drafts, reports, surveys and any other item related to this assignment. No work products, methodology or any other methods used by the Agency should be deemed as proprietary and non-shareable with MeitY by the Agency.
6. MeitY reserves the right to terminate the contract by giving a notice of one month if the performance of the Agency is not found satisfactory. The Agency shall be given a period of fifteen days to cure the breach or fulfil the contractual obligations. Failing which MeitY shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.

7. Conflict of Interest

- a. Bidder shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with MeitY. 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. Please use form given in **Annexure-8** (Undertaking on Absence of Conflict of Interest) for making declaration to this effect.

8. The bidders or any organization or person, deployed on this project should note that, they will not be eligible to bid for the downstream work relating to the implementation of this project. The bidder has to provide an undertaking, signed by authorised signatory, declaring that; if in the event of award of winning this contract, the Agency or any of their group company shall not participate in the bidding as Auditor / System Integrator / Cloud Service provider (CSP)/Product Manufacturer (OEM) /Supplier/Re-seller under the Project. The Audit / SI / Implementation / Empanelment/ Certification of GI Cloud Projects would be an outcome of this assignment.

9. **Liquidated Damages:** In the event of the Bidder's failure to submit the deliverables as per timelines specified in this RFP, MeitY may at its discretion withhold any payment until the completion of the contract as mentioned in the Section 10 "Payment schedule". MeitY may also deduct from the payment due to the Agency as agreed, liquidated damages to the sum of 0.5% of the contract price of the corresponding milestone payment of the delayed / undelivered services 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. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to MeitY under the contract and law. However liquidated damages will not be claimed for the period of delay solely attributable to MeitY.

10. Termination for Default

a. In the event that MeitY believes that the Agency is in Material Breach of its obligations under the Contract, MeitY may, without prejudice to any other remedy for breach of contract, terminate the Contract in whole or part upon giving a one month's prior written notice to the Agency. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:

- i. If the Agency fails to deliver any or all of the deliverables with the desired quality within the time period(s) specified in the contract, or any extension thereof granted by the MeitY ; or
 - ii. If the Agency is not able to deliver as per the project timelines defined in RFP with the desired quality which translates into Material Breach, then the MeitY will serve a thirty days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the MeitY will have the option to terminate the Contract and invoke the Performance Bank Guarantee.
 - iii. If the Agency fails to perform any other obligation(s) under the contract.
- b. In case of such a breach, MeitY will serve a thirty days written notice for curing this Breach. In case the breach continues, after the expiry of such notice period, the MeitY will have the option to terminate the Contract and invoke the Performance Bank Guarantee.
- c. In the event the MeitY terminates the contract in whole or in part, the MeitY may procure, upon such terms and conditions as it deems appropriate, services similar to those undelivered, and the Agency shall be liable to the MeitY for any excess costs for such similar services. However, the Agency shall continue performance of the contract to the extent not terminated.

11. Confidentiality

- a. The Agency will be exposed, by virtue of the contracted activities, to internal business information of MeitY and other stakeholders. The Agency would be required to provide an undertaking that they will not use or pass to anybody the data/information derived from the project in any form. The Agency must safeguard the confidentiality of the MeitY's business information, applications and data. For this, Agency and employees of Agency are required to sign Non-disclosure agreement with MeitY.
- b. Disclosure of any part of the afore mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law or other Statutory Authorities, could result in premature termination of the

contract. The MeitY may apart from blacklisting the Agency, initiate legal action against the Agency for breach of trust. The Agency shall also not make any news release, public announcements or any other reference on RFP or contract without obtaining prior written consent from the MeitY.

- c. Agency shall use reasonable care to protect confidential information from unauthorised disclosure and use.
- d. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

12. Additional Work

- a. MeitY has the option to avail the services of Agency for carrying out any extension or changes in scope of work, as a part of the project. All such additional work will be initiated using the Change Control Procedures that will be defined in the Agreement. The person month cost quoted in the commercial proposal will be used for such approved additional work.

13. Project Extension

- a. MeitY has the option to extend the Agreement on expiry, to avail the services of the Agency 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 decided by MeitY and will be up to a maximum of two years. The

decision on the extension will be taken exclusively by MeitY keeping in consideration a) satisfactory performance of the Agency b) time constraints or other serious impediments in selection of Replacement Agency c) technological reasons d) Where circumstances inescapably require taking recourse to this option. The person month cost quoted in the commercial proposal will be used for such approved project extensions.

14. **Arbitration:** If, due to unforeseen reasons, problems arise during the progress of the contract leading to disagreement between the MeitY and the Agency, both the MeitY and the Agency shall first try to resolve the same amicably by mutual consultation. If the parties fail to resolve the dispute by such mutual consultation within twenty-one days, then, depending on the position of the case, either MeitY or the Agency can give notice to the other party of its intention to commence arbitration and the applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996, and the venue of the arbitration will be New Delhi.

15. Intellectual Property Rights

- a. MeitY will own the copyright in all deliverable materials created under the Contract by Agency. The IPR of any deliverable which has been developed/ enhanced/ modified by the Agency shall belong exclusively to MeitY.
- b. There shall be no infringement of any patent or intellectual & industrial property rights by the Agency as per the applicable laws of relevant jurisdictions, having requisite competence, in respect of the Deliverables or any part thereof, supplied under the Contract. Agency shall indemnify the MeitY against all cost/claims/legal claims/liabilities arising from third party claim at any time on account of the infringement or unauthorized use of patent or intellectual & industrial property rights of any such parties.
- c. Notwithstanding the above, it is agreed that nothing contained herein above shall be applicable to Agency's pre-existing materials and working papers (i.e. Materials owned by the Agency which were created and developed prior to this Agreement without direct reference to the deliverables under this Agreement) which may now be incorporated by the Agency into the final deliverables/reports or the like,

supplied to the MeitY hereunder in the course of delivering the Services pursuant to this Agreement. However, in the event any such pre-existing material is used in the deliverables/reports provided to the MeitY by the Agency, the Agency hereby agrees to grant the MeitY an irrevocable, non-transferable, non-exclusive, paid-up, royalty free and perpetual license to use such pre-existing material as it exists in the deliverable/ reports prepared by the Agency as a part of this Agreement.

16. Governing law and Jurisdiction: This agreement and any dispute arising from it, whether contractual or non-contractual, will be governed by laws of India and subject to arbitration clause, be subject to the exclusive jurisdiction of the competent courts of India.

17. Limitation of Liability

- a. The liability of Agency (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the total contract value. The liability cap given under this Clause shall not be applicable to the indemnification obligations.
- b. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.
- c. The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. The Agency shall indemnify MeitY from and against all Losses because bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Agency's negligence or willful default in performance or non-performance under this Assignment/agreement.

Pre-Qualification Criteria

The Responses received will be evaluated based on the following criteria as specified below.

- i. The bidder (all members in case of a Consortium) 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 three years.
- ii. The Bidder (in case of a Consortium, the prime bidder) must have a minimum annual turnover of **Rs. 30 Crores** in each of the last 2 financial years (2015-16 and 2016-17).
 - a) The number of consortium members cannot exceed three (including the prime bidder).
 - b) The other member in the consortium (other than the Prime Bidder) can only be a law firm to bring in the legal expertise in the area of Cyber/IT and contractual law and the other member in the consortium could be a firm bringing in Capacity Building Expertise.
- iii. The Bidder (in case of a Consortium, combined net worth of all members together) must have positive net-worth in each of the last 2 financial years (2015-16 and 2016-17).
 - a) In case of a consortium, the prime bidder must have positive net-worth in each of the last 2 financial years (2015-16 and 2016-17).
- iv. The prime bidder should have minimum of 40 (Forty) professionals who are experienced in IT Strategic consultancy, IT Advisory Services having domain knowledge of Cloud Technologies, Information Security, Security & Process Audit and DC/BCP/DR setup. Each of the consortium partners (if applicable) must have minimum 10 (ten) professional who are experienced in the field of Legal or Capacity building.
- v. The bidder (in case of a consortium, the prime bidder) must have completed at least three e-Governance (covering one or more of the following: Project Conceptualization / Design, Detailed Project Report, Request for Proposal, Bid Process Management, Program Management) assignments for Government of India or State Governments / UTs within India, each of a minimum value of INR 20 Lakhs, in the last three financial years
- vi. The bidder (in case of a consortium, the prime bidder) must have completed at least two assignments in Cloud Advisory (evaluation, migration & adoption of cloud services) or Cloud Implementation Services either for domestic or global clients in the last three financial years

- vii. The bidder (in case of a consortium, the prime bidder) must have completed at least two assignments in IT Advisory Services (Audits & Certifications / Implementations of ISO 27001 for Data Centers either for domestic or global clients in the last three financial years
- viii. The bidder (either the prime bidder or a consortium member) must have completed at least two assignments, either for domestic or global clients, in Design of Training Curriculum and Content for imparting IT related training in the last three financial years
- ix. The bidder (in case of a consortium, each of the consortium members) should not be blacklisted by Central/ State Government Ministry/ Department/ PSU/ Government Company. Bidder also should 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. The bidder (in case of a consortium, each of the consortium members) shall submit a self-declaration from the bidder in the respective company letter head, signed by authorized signatory
- x. The bidder (in case of a consortium, each of the consortium members) should not have conflict of interest with the any technology vendor/auditor related to the scope of work of this RFP, during the project duration. The bidder (in case of a consortium, each of the consortium members) shall submit a self-declaration in the respective company letter head, signed by authorized signatory.
- xi. In case of a consortium, consortium agreement as per the details provided in the RFP must be submitted.

Form for Submission of Prequalification Information

The pre-qualification information should address all the pre-qualification criteria as specified in the Annexure 1 and should contain details of how the bidder satisfies the pre-qualification criteria.

1. **General Details of the Organization** (or each of the organizations in case of a consortium)
 - a. This part must include a general background of the respondent organization or each of the organizations in case of a consortium (limited to 400 words) providing the details of the relevant services offered by the Organization
2. **Incorporation Details of the Organization** (or each of the organizations in case of a consortium)
 - a. Incorporation details of the organization as per the format provided below. Enclose the mandatory supporting documents listed in format.

(In case of a consortium, please submit the details of each member of the consortium as a separate form in this format)

Details of the Organization	
Name of organization	
Nature of the legal status in India	
Legal status reference details	
Nature of business in India	
Date of Incorporation	
Date of Commencement of Business	
Address of the Headquarters	<<street and mailing addresses, phone, fax and email>>
Address of the Registered Office in India	<<street and mailing addresses, phone, fax and email>>
Address of the Branch Office in India (if responsible for work under this contract)	<<street and mailing addresses, phone, fax and email>>
Other Relevant Information	
Mandatory Supporting Documents:	
a) Certificate of Incorporation from Registrar Of Companies(ROC)	

3. **Financial Details of the Organization** (or each of the organizations in case of a consortium)
 - a. Financial details of the organization (or each of the organizations in case of a consortium) as per format below. Enclose the mandatory supporting documents listed in format.

(In case of a consortium, please submit the details of each member of the consortium as a separate form in this format)

Financial Information		
	FY 2015-16	FY 2016-17
Revenue (in INR crores)		
Net Worth (in INR crores)		
Other Relevant Information		
Mandatory Supporting Documents:		
a. Auditor Certified financial statements for the last two financial years: 2015-16 and 2016-17 (Please include only the sections on P&L, revenue and the assets, not the entire balance sheet.)		
b. Unaudited financial statements certified by the Company auditor for the latest year (2016-17) (in case the auditor certified statement for 2016-17 is not available)		

4. **Consortium Agreement** (in case bidding as a consortium) with details of arrangements between the consortium members and declaring one of the members as the Prime Bidder.

- a. A certified true copy of the consortium agreement between the Prime Bidder and the other member of the consortium (for this contract), identifying the Prime Bidder, clearly describing the respective roles and responsibilities of each of the members in the consortium in meeting the overall scope and requirements of the proposed project.
- b. The agreement should be prepared on a stamp paper of requisite value.
- c. The Agreement concluded by the Prime Bidder and Consortium members should also be addressed to MeitY clearly stating that the Agreement is applicable to this RFP and shall be binding on them for the contract period.
- d. The Prime Bidder shall also provide details with respect to current or prior successful partnerships with proposed consortium members including client reference (contact name, phone number, dates when services were performed), if any.

5. **Self-declaration on the Professionals from the bidder in company letter head, signed by authorized signatory**

- a. A minimum of 40 (Forty) professionals who are experienced in IT Strategic consultancy, IT Advisory Services having domain knowledge of Cloud Technologies, Information Security, Security & Process Audit and DC/BCP/DR setup

6. Proof of Completion (Letter from Client / Work Order / Certificate of Completion) along with Project Credentials as per the format provided under Annexure 9

- a. Proof of completion & Project Credentials of at least three e-Governance (covering one or more of the following: Project Conceptualization / Design, Detailed Project Report, Request for Proposal, Bid Process Management, Program Management) assignments for Government of India in the last three financial years
- b. Proof of completion & Project Credentials of at least two assignments in Cloud Advisory (evaluation, migration & adoption of cloud services) or Cloud Implementation Services either for domestic or global clients in the last three financial years
- c. Proof of completion & Project Credentials of at least two assignments in IT Security Audit Services for the Data Centers for clients within India in the last three financial years
- d. Proof of completion & Project Credentials of at least two assignments in India in Design of Training Curriculum and Content for imparting IT related training in the last three financial years

7. Self-declaration on the Blacklisting from the bidder in company letter head, signed by authorized signatory

- a. The bidder (in case of a consortium, each of the consortium members) should not be blacklisted by Central/ State Government Ministry/ Department/ PSU/ Government Company. Bidder also should 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. The bidder (in case of a consortium, each of the consortium members) shall submit a self-declaration from the bidder in the respective company letter head, signed by authorized signatory

8. Self-declaration on the no conflict of interest with any technology vendor/auditor on the bidder company letter head, signed by authorized signatory

- a. The bidder (in case of a consortium, each of the consortium members) should not have conflict of interest with the any technology vendor/auditor related to the scope of work of this RFP, during the project duration. The bidder (in case of a consortium, each of the consortium members) shall submit a self-declaration in the respective company letter head, signed by authorized signatory.

Methodology for Evaluation of Technical Proposal

The technical proposals of only those bidders, who qualify in the evaluation of the pre-qualification proposals, shall be opened. The pre-qualified firms shall be invited to make a presentation to MeitY, for which the evaluation and award of marks shall be done on the following criteria:

S. No.	Evaluation Criterion	Maximum Marks (Min. Cut Off)																								
1	<p>Previous Relevant Project Experience (Domestic or Global Clients) <i>Only projects initiated / completed in the last three financial years will be considered for evaluation</i></p> <p><i>The credentials may be for project that are either completed or ongoing. In case of an ongoing project, the relevant scope must have been completed to qualify under previous relevant project experience</i></p> <p>Project Credentials/work order/completion certificate may be provided for the following areas:</p> <p>i. Cloud Advisory Services (scope including one or more of the following: evaluation, migration, adoption of cloud services) (7)</p> <table border="1" data-bbox="522 1146 1019 1314"> <thead> <tr> <th># of Citations</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>>=2 & <=4</td> <td>3</td> </tr> <tr> <td>>=5 & <=7</td> <td>5</td> </tr> <tr> <td>>=8</td> <td>7</td> </tr> </tbody> </table> <p>ii. Total Project value (The sum of project value of the citations quoted above will be evaluated based on the below table (7)</p> <table border="1" data-bbox="516 1444 1026 1642"> <thead> <tr> <th>Total Project Value</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>>=20Lakhs and <=50Lakhs</td> <td>3</td> </tr> <tr> <td>>50Lakhs and <=75 Lakhs</td> <td>5</td> </tr> <tr> <td>>75Lakhs</td> <td>7</td> </tr> </tbody> </table> <p>iii. Development of Baseline Requirements / Frameworks / Tools / End User Guides for Cloud Services (6)</p> <table border="1" data-bbox="516 1780 1031 1940"> <thead> <tr> <th># of Citations</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1-2</td> <td>3</td> </tr> <tr> <td>3 -4</td> <td>5</td> </tr> <tr> <td>4-6</td> <td>6</td> </tr> </tbody> </table>	# of Citations	Marks	>=2 & <=4	3	>=5 & <=7	5	>=8	7	Total Project Value	Marks	>=20Lakhs and <=50Lakhs	3	>50Lakhs and <=75 Lakhs	5	>75Lakhs	7	# of Citations	Marks	1-2	3	3 -4	5	4-6	6	25 Marks (17 Marks)
# of Citations	Marks																									
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# of Citations	Marks																									
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3 -4	5																									
4-6	6																									

	<p>(Note- Minimum 01 citation is required to be quoted as cut off criteria)</p> <p>iv. Capacity Building Program – Curriculum & Content Design(5)</p> <table border="1"> <thead> <tr> <th># of Citations</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1</td> </tr> <tr> <td>2</td> <td>2</td> </tr> <tr> <td>3</td> <td>3</td> </tr> <tr> <td>4</td> <td>4</td> </tr> <tr> <td>>=5</td> <td>5</td> </tr> </tbody> </table>	# of Citations	Marks	1	1	2	2	3	3	4	4	>=5	5	
# of Citations	Marks													
1	1													
2	2													
3	3													
4	4													
>=5	5													
2	<p>Proposed Approach & Methodology</p> <p>i. Overall Approach & Methodology (5)</p> <p>ii. In-house Knowledge Base / Assets / Artifacts proposed to be leveraged against each of the work Items (5)</p> <p>iii. Countries & Organizations / Industry Bodies proposed to be studied for best practices (standards, frameworks, tools, guidelines,...) along with the rationale indicating what areas / assets / artifacts may be relevant for the current engagement (5)</p> <p>Response will be evaluated on:</p> <p>i. Understanding of the Project (50%)</p> <p>ii. Relevance of the Response (50%)</p>	15 Marks												
3	<p>Project Assignment</p> <p>The Bidder has to prepare a detailed note with the following:</p> <p>i. Listing of all the existing published standards & certification schemes along with the respective domains / security controls from the standards setting / certification organizations relevant to cloud services</p> <p>ii. Indicative framework to evaluate the standards & certification schemes for suitability for adoption for GI Cloud</p> <p>iii. Indicative methodology for identification of the areas / gaps where additional guidelines / best practices have to be developed</p> <p>iv. Identification of the gaps where standards do not exist or are currently evolving and hence identifying the need for defining the baseline requirements</p> <p>(Refer Work Items 2 & 3 under Section 5.2 Identify Standards and Develop Guidelines / Best Practices)</p>	20Marks (15 Marks)												

	<p>Response will be evaluated on:</p> <ul style="list-style-type: none"> i. Understanding of the Requirement (20%) ii. Comprehensiveness of the listing of standards & certification schemes (30%) iii. Applicability & relevance of the suggested framework & methodology (20%) iv. Comprehensiveness of the identified gaps (30%) 	
4	<p>Proposed Expertise & Resources</p> <p>Project Engagement Lead & Domain Experts</p> <p>Proposed expertise & resources for the engagement (indicative subject areas are given below)</p> <ul style="list-style-type: none"> a. Project Engagement Lead (3) b. Cloud Computing Expertise (Infrastructure / Operations / Cloud / Standards) (6) c. Information Security Expertise (6) d. Model Frameworks / SLA / End User Guides (3) e. Legal Expertise (3) f. Capacity Building Program & Content Design Expertise (4) <p>Response will be evaluated based on the presentations made by the resources. It may be noted that the same resources will be deployed on the project.</p>	25 Marks (20Marks)
5	<p>Presentation of the Proposal to the Committee</p> <p>Response will be evaluated on:</p> <ul style="list-style-type: none"> i. Clarity of understanding of the project (4) ii. Walk-through of the In-house Knowledge Base / Assets / Artifacts proposed to be leveraged in the presentation (4) iii. Walk-through of the suggested approach & methodology in the presentation (3) iv. Presentation by the team (project engagement lead & domain experts) proposed by the bidder (4) 	15 Marks
Total		100 Marks (75 Marks)

Note- Bidder has to attain the minimum cut off marks in the individual section to qualify.

Form for Submission of Technical Bid

The technical proposal should address all the areas/ sections as specified by the RFP and should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP Volume I. The technical proposal must not contain any pricing information.

The technical proposal shall contain the following:

1. **Undertaking on Absence of Conflict of Interest** as per the format provided under Annexure 8
2. **Previous Relevant Project Experience** (Domestic / Global Clients) – a maximum of 3 project references against each of the below as per the format provided under Annexure 9:
 - a. Cloud Advisory Services (scope including one or more of the following: evaluation, migration, adoption of cloud services) or Cloud Implementation Services
 - b. IT Advisory Services (e.g., Audits & Certifications / Implementations of ISO 27001 in the domains of Security, ITIL processes for Data Centers,)
 - c. Development of Baseline Requirements / Frameworks / Tools / End User Guides for Cloud Services
 - d. Capacity Building Program – Curriculum & Content Design
3. **Proposed Approach & Methodology**
 - a. Overall Approach & Methodology
 - b. In-house Knowledge Base / Assets / Artifacts proposed to be leveraged against each of the work Items
 - c. Countries & Organizations / Industry Bodies proposed to be studied for best practices (standards, frameworks, tools, guidelines,...) along with the rationale indicating what areas / assets / artifacts may be relevant for the current engagement
4. **Project Assignment – Detailed Note**
 - a. Listing of all the existing published standards & certification schemes along with the respective domains / security controls from the standards setting / certification organizations relevant to cloud services

- b. Indicative framework to evaluate the standards & certification schemes for suitability for adoption for GI Cloud
- c. Indicative methodology for identification of the areas / gaps where additional guidelines / best practices have to be developed
- d. Identification of the gaps where standards do not exist or are currently evolving and hence identifying the need for defining the baseline requirements

5. **Proposed Expertise & Resources** for the engagement for the below subject areas as per the format provided under Annexure 10

- a. Project Governance Team
- b. Engagement Lead
- c. Technical Expertise (Security / Cloud / Standards)
- d. Model Frameworks / SLA / MSA / End User Guides
- e. Legal Expertise
- f. Capacity Building Program & Content Design Expertise

6. **Comments** (on the RFP and on counterpart facilities/Support)

{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on support to be provided by MeitY. }

Form for Submission of Financial Bid & Detailed Project Implementation Plan

Activity Type : Deliverables based (W1 to W13)																		
Work Items	Type of Resource	Minimum No Of Resources	Maximum Duration (Months - M1 to M24) for Deliverables												% Effort	Man-Month	Man-Month Rate (Rs Lacs / Month)	Total Cost (Rs In Lacs)
			M1	M2										M24				
W1	EL	1													50%			
	PC	2													100%			
	SC	2													100%			
W2 to W10 & W12, W13	EL	1													50%			
	PC	2													100%			
	SC	2													100%			
W11 - Capacity Building	Consultant - Capacity Building Curriculum & Content Design Expert	1													100%			
Legal	Consultant - Legal	1													As applicable			
Total Project Cost (Rs In Lacs) - A1																		
Activity Type: Operational Support - Time & Material																		
Activity	Type of Resource	Minimum No Of Resources	Duration (Months - M1 to M36)												% Effort	Man-Month	Man-Month Rate (Rs Lacs / Month)	Total Cost (Rs In Lacs)
			M1	M2										M36				
PMU Resources	PC	1														100%		
	SC	1														100%		
Total Project Cost (Rs In Lacs)-A2																		
Activity Type: Transition Management																		
Activity	Type of Resource	Minimum No Of Resources	Duration (12 Months - Starting from End of Deliverable Phase)												% Effort	Man-Month	Man-Month Rate (Rs Lacs / Month)	Total Cost (Rs In Lacs)
			M25	M26	M27	M28	M29	M30	M31	M32	M33	M34	M35	M36				
Consolidation	PC	1																
	SC	1																
Total Project Cost (Rs In Lacs)-A3																		

Total Bid Cost = A1 + A2 + A3

Commercial Quotation

Note :

- The bidder must provide the Financial Bid in hardcopy only
- The total cost of any work item shall not exceed 8% of the value of the cost indicated against A1.
- The resources allocated as 100% in the bid sheet will be based out of office premise as indicated by MeitY.
- The technical and commercial bid should be valid for 180 days from the date of submission
- Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the proposals are submitted to MeitY. All 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
- Prices shall be quoted entirely in Indian Rupees

- *The above table is comprehensive cost for bid evaluation purpose. Actual payment terms and conditions are as referred in Section 10 Payment Schedule*
- *Beyond the third year, MeitY reserves the right to extend the services of the resources deployed by the bidder for duration to be decided by MeitY, up to a maximum of two years. Payment for the same will be made by MeitY, as per the person month rates quoted by the bidder above. The person-month cost taken above is only for commercial evaluation and will only be used for either revision of the number of resources in the third year or approved extension of services beyond the third year.*
- *Payments are linked to timely submission of the deliverables as per contract, and subject to acceptance of deliverable by MeitY.*
- *MeitY contract shall contain a provision for recovery of liquidated damages from the Agency for delays in submission of the deliverables, for which the Agency is solely responsible.*
- *MeitY will make payments to the Agency after adjusting for the liquidated damages (if any)*
- *The prices quoted (including the person month costs) in the Financial Bid shall be valid for the entire period of the contract.*
- *In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.*
- *If the rate for a line item is left blank it would be considered as zero and no payment would be made to the respective item*
- *Bidder shall not include any technical information regarding the services in the commercial proposal.*
- *All costs incurred due to delay of any sort, shall be borne by the Bidder.*
- *The bidder is expected to provide all the assumptions related to the proposal in the technical proposal itself and not in the Financial Bid. A Financial bid with any assumptions or conditions will be disqualified.*
- *The price quoted in the Financial Bid shall be the only payment, payable by MeitY 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 commercial bid or the one agreed between MeitY and the Bidder.*

- *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.*
- *In case of discrepancy between the quotes for person-month rate and computed cost, the person-month quote shall govern and costs re-computed basis person-month rate.*

Dated this [day / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this Proposal for and on behalf of [Name of Agency]

Name of Firm:

Address:

Request for Clarification format

Bidder's Request for Clarification on CMO 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.			

RFP Response Cover Letter

Original signed copy on company letterhead

[Date]

To,

Mr. Kshitij Kushagra
 Scientist D/Joint Director
 Ministry of Electronics & Information Technology
 Electronics Niketan , 6, CGO Complex
 New Delhi-110 003
 Tel: +91-11-24301202

Dear Sir,

Ref: Response to Request for Proposal for Selection of Agency for Cloud Management Office (CMO)

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the RFP for the CMO project 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 the MeitY 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 MeitY about the new details. We fully understand that MeitY shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication from the MeitY to us, in the event that reasonable prior notice of any change in the authorized person(s) of the company is not provided to MeitY.

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 the MeitY 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 MeitY 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 set out in this RFP document. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond as per the requirements of the RFP within 30 working days from the date of notice of award.

We agree that you are not bound to accept any response that you may receive from us. 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.

(Company Seal)

Date:
Signature:
(Name)

List of Enclosures:

1. Envelop super-scribed "Pre-qualification Information" as per the format provided in Annexure 2
2. Envelop super-scribed "Technical Bid" as per the format provided in Annexure 4
3. Envelop super-scribed "Commercial Bid" as per the format provided in Annexure 5
4. EMD as per the details provided under Clause (3) of Section 12
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

Undertaking on Absence of Conflict of Interest

Original signed copy on company letterhead

[Date]

To,

Mr. Kshitij Kushagra
Scientist D/Joint Director
Ministry of Electronics & Information Technology
Electronics Niketan , 6, CGO Complex
New Delhi-110 003
Tel: +91-11-24301202

Dear Sir,

Ref: Undertaking on Absence of Conflict of Interest

I/We as Bidder do hereby undertake that there is absence of, actual or potential conflict of interest on the part of our organization or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with MeitY. I/We also confirm that there are no potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of our organization to complete the requirements as given in the RFP.

I / We as Bidder agree that we will not be eligible to bid for the downstream work (Audit / System Integration / Implementation / Provision of GI Cloud Services /Consultancy of cloud services/ Supply of Cloud and/or Security Solutions for GI Cloud under the Project.) relating to the implementation of this project. The Audit / System Integration / Implementation / Empanelment / Certification / GI Cloud Service Provider / Projects would be an outcome of this assignment. In the event of award of this contract, our organization or a group company shall not participate in the bidding for Audit / System Integration / Implementation / Provision of GI Cloud Services under the Project.

We undertake and agree to indemnify and hold MeitY harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees & fees of professionals, reasonably) by MeitY and/or its representatives, if any such conflict arises later.

Yours faithfully,
Authorized Signatory
Designation

Format for Previous Project Experience

Relevant Previous Project Experience	
General Information	
Name of the project	
Whether the Project was executed by the Bidder as a single entity (Yes/No)	
Client for which the project was executed	
Name and contact details of the client	
Project Value (in INR)	
Status of the Project (for completed projects, attach a citation from the Client that clearly indicates the completion of the project)	Just Started / In Progress / Completed
Project Duration (no. of months, start date, completion date)	
Total Number of Person Months on the Project:	
Description of actual services provided by your staff within the project:	
Brief Description of the Project	
In case any of the resources proposed for Cloud Management Office (CMO) worked on this cited project, please provide the names of the resources along with their role in the cited project:	

Format for Profile Summary & Profiles

Profile Summary	Proposed Resources	Current Organization	Relevant Years of Experience	Proposed Role in the Project (Provide details with respect to the work items that the resources will be responsible for and whether the resource is the primary owner / anchor for the work item)
	1.			
	2.			
	...			
	1.			
	2.			
	...			
	1.			
	2.			
	...			
	1.			
	2.			
	...			
	1.			
	2.			
	...			

Proposed Profiles	
Name	
Role proposed for	
Current Organization	
Designation in the Current Organization	
Total years of relevant experience	
Years of experience with the Current Organization	
Previous Firms where the person has worked before the current organization	

<p>Educational qualifications:</p> <ul style="list-style-type: none"> • Degree • Academic institution graduated from • Year of graduation • Specialization (if any) • Professional certifications (if any) 	
<p>Relevant Professional Experience details (project-wise):</p>	<ul style="list-style-type: none"> • Project name • Client • Key project features in brief • Location of the project • Role • Responsibilities and activities • Duration of the project

Note-The CV of the resources should also be enclosed.

Format for Earnest Money Deposit (EMD)

To,
 The Pay and Accounts Officer
 Ministry of Electronics and IT
 6 CGO Complex
 New Delhi-110003

1. In consideration of _____ (hereinafter called the "MeitY") 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 Selection of Agency for Cloud Management Office (CMO), we _____ (Name of the Bank), (hereinafter referred to as the "Bank"), do hereby undertake to pay to the MeitY 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 225 days from the due date of the tender. It will, however, be open to the MeitY to return the Guarantee earlier than this period to the bidder, in case the bidder has been notified by the MeitY as being unsuccessful.

2. In the event of the bidder withdrawing the tender before the completion of the stages prior to the Commercial negotiations or during the Commercial negotiations, as the case may be, the EMD / Bid Security deposited by the bidder stands forfeited to the Government. We also undertake not to revoke this guarantee during this period except with the previous consent of the Government in writing and we further agree that our liability under the EMD / Bid Security 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 the MeitY 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 MeitY 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)