

REQUEST FOR PROPOSAL (RFP)

**FOR SELECTION OF SYSTEM INTEGRATOR / MANAGED SERVICE PROVIDER
to provide Technical & Financial Proposal for Design, Supply, Provisioning,
Migration, Deployment, Operations, Maintenance and Managed Cloud Hosting
Services for a Digital Application Platform on MeitY Empaneled Cloud Infrastructure
for A GOVERNMENT OF INDIA AUTONOMOUS INSTITUTE located in Delhi**

(Client identity withheld for Confidentiality — hereinafter referred to as "the Client")

NIT No: NITCON/DEL/14/47/CLOUD-MSP/2026-27

Dated: 25.07.2026

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(Serving since 1984, ISO 9001: 2015 Certified, CMMI-3 Certified, CIBIL Rank 1 Rating Public Organization)

DISCLAIMER

This Request for Proposal ("RFP") has been issued by **NITCON Limited** ("NITCON" or "Authority") for selection of a technically qualified and financially capable **System Integrator/Managed Service Provider** for implementation of a cloud-based hosting and infrastructure management project on behalf of a **Government of India Autonomous Institute**.

This RFP is issued solely for the purpose of inviting competitive proposals from eligible bidders and providing such information as may be necessary to assist prospective bidders in preparation and submission of their Technical and Financial Proposals. This RFP does not constitute an offer, agreement, invitation to offer, or a legally binding commitment by NITCON to award any contract.

The information contained in this RFP, or subsequently provided to any bidder, whether verbally, in writing or in any other form by or on behalf of NITCON, is intended only to facilitate the preparation of proposals. While every reasonable effort has been made to ensure that the information contained herein is accurate, complete and adequate, NITCON makes no representation or warranty, express or implied, regarding the accuracy, adequacy, completeness, reliability or suitability of such information. Bidders are advised to independently verify all information, conduct their own due diligence and obtain independent professional, technical, financial and legal advice before submitting their proposals.

The information contained in this RFP includes various assumptions, assessments, estimates and statements prepared by NITCON based on the information available at the time of issuance of this RFP. Such assumptions and assessments are indicative only and may not contain all information that a bidder may require. Nothing contained in this RFP shall be construed as legal, financial, commercial or technical advice.

Any interpretation of applicable laws, rules, regulations, policies or statutory requirements contained in this RFP is provided solely for general guidance and shall not be construed as an authoritative or exhaustive statement of law. NITCON accepts no responsibility or liability for any interpretation or opinion expressed herein and bidders shall independently satisfy themselves regarding compliance with all applicable laws and regulations.

Neither NITCON, its employees, officers, consultants, advisors, representatives nor the end client shall be liable for any direct, indirect, consequential or incidental loss, damage, cost or expense incurred by any bidder arising out of or in connection with this RFP, including but not limited to reliance on any information contained herein, any omission, inaccuracy, change, clarification, or the conduct or outcome of the bidding process.

NITCON reserves the absolute and unrestricted right, at any stage of the procurement process and without thereby incurring any liability whatsoever, to:

- a) accept or reject any or all proposals;
- b) cancel, withdraw or annul this RFP in whole or in part;
- c) modify, amend, supplement or clarify any provision of the RFP or bidding process;
- d) revise the scope of work, technical specifications, timelines or eligibility criteria;
- e) seek additional information, clarifications or documents from any bidder;
- f) negotiate with the successful bidder, wherever permissible under applicable procurement rules and contractual requirements; and
- g) terminate or recommence the procurement process without assigning any reason whatsoever.

No bidder shall have any claim against NITCON on account of the exercise of any of the above rights, nor shall NITCON be liable for any costs, losses or damages arising therefrom.

The issuance of this RFP shall not be construed as an assurance or representation that NITCON is bound to select any bidder or award the contract to any participant. Selection of the successful bidder shall be subject to evaluation of proposals, approval of the competent authority, fulfilment of all prescribed requirements and execution of a formal contract.

All costs and expenses incurred by bidders in connection with preparation, submission, clarification, presentation, demonstration, negotiation or participation in the bidding process, including costs of obtaining information, professional services, travel, documentation, communication and correspondence, shall be borne exclusively by the respective bidder. NITCON shall not, under any circumstances, be liable to reimburse or compensate any bidder for such costs irrespective of the outcome of the procurement process.

Important Note:

NITCON has been entrusted by the end client with the execution and overall management of this project. The successful bidder shall execute the assigned scope of work under the overall supervision, coordination and contract administration of NITCON.

The successful bidder shall comply with all applicable technical, commercial, operational, security, confidentiality, statutory, service level, audit, regulatory and contractual requirements necessary for NITCON to discharge its obligations towards the end client. Where any obligation arising under the agreement between NITCON and the end client is required to be performed by the successful bidder for successful execution of the project, such obligations shall, to the extent applicable to the services, form part of the contract executed between NITCON and the successful bidder and shall be implemented through the Contract and any approved change management process.

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SECTION 1: NOTICE INVITING TENDER (NIT)

NITCON Limited ("NITCON"), a Union Government Company invites Open Competitive Bids under a Two-Bid System (Technical Bid and Financial Bid) from eligible organizations for selection of a System Integrator / Managed Service Provider having proven experience in Government Cloud Infrastructure, Managed Services, Data Centre Operations, Cloud Migration and Enterprise Infrastructure Management, tender forms may be accessed by the eligible firms meeting the eligibility criteria from organization's website: <https://www.nitcon.org/>

OBJECTIVE OF THIS RFP

The objective of this RFP is to select a qualified Service Provider for establishing, operating and maintaining a secure, scalable, resilient and highly available cloud environment for hosting Government applications and related systems, ensuring business continuity, information security, regulatory compliance and continuous service availability in accordance with applicable Government of India guidelines, standards and best practices.

PURPOSE OF THIS RFP

The Client has invited proposals from service providers experienced in maintenance, support and hosting of applications on cloud infrastructure. NITCON is floating this RFP to identify a competent Service Provider who can deliver the underlying technical scope of work, on the back of which NITCON shall structure its response to the Client. NITCON reserves full discretion in shortlisting Partner(s), negotiating final commercial terms, cancelling this RFP, or altering the scope of work at any stage with suitable commercial adjustment.

The Financial Proposal sought under this RFP is intended for selection of a suitable implementation partner by NITCON. The selected bidder shall remain bound by the quoted commercial rates during the validity period and subsequent contract execution, subject to the terms and conditions of this RFP.

KEY REQUIREMENTS

S. No	Parameter	Requirements
1	Applications to be hosted	Client Web Portal, e-Library, e-Learning LMS, Training MIS, HMIS Integration
2	Target Users	~50,000 concurrent users (peak); ~5 Lakh registered users
3	Infrastructure Mode	MeitY Empanelled Cloud Server + DR
4	Uptime SLA	99.5% (Excluding Scheduled Maintenance)
5	Security Compliance	CERT-In Directions, MeitY Cloud Guidelines, STQC Security Audit, ISO/IEC 27001, Digital Personal Data Protection Act, 2023 and other applicable Government cybersecurity advisories.
6	Support	24x7x365 NOC/SOC Support
7	Delivery Timeline	Within 90 days of issuance of Letter of Acceptance (LOA)

REQUEST FOR PROPOSAL FOR SELECTION OF SERVICE PROVIDER FOR PROVIDING TECHNICAL & FINANCIAL PROPOSAL FOR HOSTING, DEPLOYMENT & MANAGED CLOUD SERVICES FOR A DIGITAL APPLICATION PLATFORM ON MEITY EMPANELLED CLOUD INFRASTRUCTURE FOR A PROMINENT AUTONOMOUS INSTITUTE UNDER THE GOVERNMENT OF INDIA

BRIEF INFORMATION

S.No.	Particular	Details
1	Procuring Authority	NITCON Limited
2	Project	Managed Cloud Hosting & Infrastructure Services
3	Client	Government of India Autonomous Institution
4	Selection Method	QCBS (70:30)
5	Contract Period	36 Months (Extendable by 24 Months)
6	Bid System	Two Bid System
7	Tender Fee	NIL
8	EMD	Rs 6,00,000/- (Rupees Six Lakhs Only)
9	Performance Security	5% (Five Percent) of Contract Value

IMPORTANT DATES

S. No.	Description	Date and Time
1.	Date of Publication of Tender on Website	25.07.2026
2.	Last date for submission of Tender (Physical Copy at Delhi Office)	31.07.2026 till 1500 Hrs.
3.	Technical Bid Opening	31.07.2026 at 1700 Hrs.
4.	Technical Presentation	03.08.2026 from 1400 Hrs.
5.	Financial Bid Opening	To be intimated to Qualified Bidders

CONTACT DETAILS

Shri. Prashant Varshney

General Manager, NITCON Limited

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Website: www.nitcon.org

IMPORTANT INSTRUCTIONS

1. The Request for Proposal (RFP), corrigenda, amendments, clarifications, addenda, schedule revisions and all subsequent communications relating to this tender shall be published only on the NITCON website (www.nitcon.org). Bidders are advised to regularly visit the website for updates. No separate communication shall be issued by NITCON in this regard.
2. Participation in this Tender shall constitute the Bidder's unconditional acceptance of all terms and conditions contained in this RFP, including all corrigenda, addenda, clarifications and amendments issued by NITCON from time to time, together with all applicable laws, Government guidelines, statutory requirements, confidentiality obligations, integrity requirements, information security requirements, audit requirements and other obligations specified in this RFP.

3. The Earnest Money Deposit (EMD), wherever applicable, shall be remitted through NEFT/RTGS to the bank account of NITCON as specified in this RFP.
4. In the event any date specified in this RFP falls on a Government holiday or is declared a holiday subsequently, the next working day shall be deemed to be the applicable date, unless otherwise notified by NITCON.
5. NITCON shall act as the sole contracting authority under this RFP. The successful bidder shall perform the Services under the overall direction, supervision and coordination of NITCON and shall extend all necessary cooperation to enable NITCON to fulfil its obligations towards the Client under the principal contract.
6. The identity, information and interests of the Client shall be treated as strictly confidential by the bidder during the bidding process and throughout the term of the Contract. The bidder shall not communicate directly with the Client on any contractual or project-related matter without the prior written approval of NITCON. Any instructions, changes or directions issued by the Client affecting the scope of work, deliverables, timelines or contractual obligations shall be routed through NITCON and shall be implemented only in accordance with the provisions of this RFP and the Contract.
7. Without prejudice to any other rights available under law or this RFP, NITCON reserves the absolute right, at its sole discretion, to amend the bidding schedule, seek clarifications or additional information, verify the credentials and documents submitted by bidders, inspect bidder premises, negotiate with the selected bidder, modify the quantity or scope of work based on the Client's requirements, award the work in whole or in part, reject any or all bids, or cancel the bidding process at any stage without assigning any reason and without incurring any liability whatsoever.
8. The Bidder shall maintain strict confidentiality of the Client's identity, project information, business processes, technical architecture, application details, infrastructure, data, documents, specifications and all other information obtained during the bidding process or execution of the Contract. Such information shall not be disclosed to any third party except with the prior written approval of NITCON or where disclosure is required under applicable law. The Successful Bidder shall execute a Non-Disclosure Agreement (NDA), in the format prescribed by NITCON, prior to commencement of the Services and shall ensure compliance with its confidentiality obligations throughout the term of the Contract and thereafter, as applicable.

The decision of NITCON in all matters relating to this RFP, including evaluation of bids, interpretation of the provisions of this RFP, selection of the successful bidder and award of Contract, shall be final and binding on all bidders.

General Manager
NITCON Limited, Delhi

SECTION 2: INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL PROVISIONS

1. Definitions

- 1.1. "Authority" means the implementing agency which is NITCON Limited represented by Competent Authority, that signs the Contract for the Services with the selected Bidder.
- 1.2. "Client" means Government of India Autonomous Institution for whom NITCON is executing the project.
- 1.3. "RFP" means the Request for Proposals to be prepared by the Authority for the selection of BIDDERS.
- 1.4. "Bidder" means a legally established firm or an entity that may provide or provide the Services to the Authority under the Contract.
- 1.5. "Successful Bidder" means a legally established firm or an entity receiving the Letter of Acceptance (LOA).
- 1.6. "Proposal" means the Technical Proposal and the Financial Proposal of the Bidder.
- 1.7. "Contract" means a legally binding written agreement signed between the Authority and the Bidder and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC) and the Appendices).
- 1.8. "Services" means the work to be performed by the Bidder pursuant to the Contract.
- 1.9. "ITB" (Section 2 of the RFP) means the Instructions to Bidders that provides the Bidders with all information needed to prepare their Proposals.
- 1.10. "Bid Data Sheet" (Section 3 of the RFP) that is used to reflect assignment conditions to supplement, but not to over-write, the provisions of the ITB.
- 1.11. "Day" means a calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Authority. It excludes the Authority's official public holidays.
- 1.12. "Professionals" means, collectively, Key Professionals, Non-Key Professionals, or any other personnel of the Bidder.
- 1.13. "Bank" means Nationalized / Scheduled Commercial Banks.
- 1.14. "CSP" means MeitY Empanelled Cloud Service Provider.
- 1.15. "OEM" means Original Equipment Manufacturer.
- 1.16. "In writing" means communicated in written form (e.g., by mail, e-mail, fax, including, if specified in the Bid Data Sheet, distributed, or received through the electronic-procurement system used by the AUTHORITY) with proof of receipt.

- 1.17.** “Applicable Law” means the laws and any other instruments having the force of law in the Authority’s country i.e., INDIA, or in such other country as may be specified in the Bid Data Sheet, as they may be issued and in force from time to time.
- 1.18.** “Terms of Reference (ToR)” (Section 8 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities and tasks to be performed, responsibilities of the Bidder, SLA Framework, expected results and deliverables of the assignment.
- 1.19.** “Principal Contract” means the Agreement executed or proposed to be executed between NITCON and the Client for implementation of the Project.
- 1.20.** “Deliverables” shall mean all reports, configurations, source documents, migration artefacts, documentation, scripts, manuals, databases, logs and any other outputs required under the Contract.
- 1.21.** “Acceptance” means written acceptance issued by NITCON after obtaining Client concurrence wherever applicable.

2. Introduction

- 2.1.** The Authority named in the Bid Data Sheet intends to select a Bidder from the eligible Bidders those have participated in the bidding process, in accordance with the method of selection specified in the Bid Data Sheet.
- 2.2.** The Bidders are invited to submit a Technical Proposal and a Financial Proposal, or as specified in the Bid Data Sheet, for the assignment named in the Bid Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Bidder.
- 2.3.** The Bidders should familiarise themselves with the conditions of the assignment and take them into account in preparing their Proposals, including attending a Pre-Bid Meeting if the same is specified in the Bid Data Sheet. Attending any such Pre-Bid Meeting is optional and is at the BIDDERS expense.
- 2.4.** The Authority will timely provide, at no cost to the Bidders, the inputs, relevant project data and reports required for the preparation of the Bidder’s Proposal as specified in the Bid Data Sheet.

3. Contents of the Bid Document

- 3.1.** The Bid Document shall comprise of the following unless specified in the Bid Data Sheet:
1. Notice Inviting Tenders (NIT)
 2. Instructions to Bidder (ITB)
 3. Bid Data Sheet (BDS)
 4. Eligibility & Qualification Criteria
 5. Technical Evaluation Criteria
 6. Technical Proposal Forms
 7. Financial Proposal Form
 8. Terms of Reference (ToR)

9. Bill of Quantities (BoQ)
10. Performance Bank Guarantee Format
11. Letter of Acceptance (LOA)
12. Agreement
13. Any other document(s), as specified

4. Conflict of Interest

- 4.1** The Bidder is required to provide professional, objective and impartial services, at all times holding the Authority's interest paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 4.2** The Bidder has an obligation to disclose to the Authority any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Authority. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract.
- 4.3** Without limitation on the generality of the foregoing, the Bidder shall not be hired under the circumstances set forth below:

- a. Conflicting Activities**

Conflict between activities and procurement of goods, works or services: a firm that has been engaged by the Authority to provide goods, works or services for a project, shall be disqualified from providing services resulting from or directly related to those goods, works or services.

- b. Conflicting Assignments**

Conflict among similar assignments: a Bidder shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder for the same or for another Authority.

- c. Conflicting Relationships**

Relationship with the AUTHORITY's Staff: a Bidder that has a close family relationship with a professional staff of the Authority who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference (ToR) for the assignment, (ii) the selection process for the Contract or (iii) the supervision of the Contract, may not be awarded a Contract.

5. Unfair Competitive Advantage

- 5.1.** Fairness and transparency in the selection process require that the Bidders competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that end, the Authority will indicate in the Bid Data Sheet and make available to all the Bidders together with this RFP all information that would in that respect give such Bidder any unfair competitive advantage over competing Bidders.

6. Fraud and Corruption

The Authority requires that Bidders observe the highest standard of ethics during the procurement and execution of contract. In pursuance of this policy, the Authority:

- a. may reject the bid for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract and
- b. may debar the Bidder declaring ineligible, either indefinitely or for a stated period of time, to participate in bids, if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract.

6.1. For the purposes of this provision, the terms set forth above are defined as follows:

- a. **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
- b. **“Fraudulent Practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- c. **“Coercive Practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- d. **“Collusive Practice”** means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

7. Integrity

7.1. The Bidder shall observe the highest standards of integrity, transparency and ethical conduct throughout the bidding process and execution of the Contract. Any attempt to influence the procurement process, suppress material information, submit false documents, engage in cartelisation, collusive bidding, fraudulent practices or any conduct prejudicial to fair competition shall render the Bid liable for rejection, forfeiture of EMD/Performance Security and such further action as may be permissible under applicable laws and Government instructions.

8. Eligibility

8.1. The Authority permits Bidders (Proprietorship, Partnership Firm, LLP, Private Limited, Public Limited) from India (Refer Bid Data Sheet) to offer services stated in the Terms of Reference (ToR).

8.2. Furthermore, it is the Bidder’s responsibility to ensure that its Professionals, Vendors, Agents (declared or not), Bidders, Suppliers and/or their employees meet the eligibility requirements as established in this RFP.

8.3. As an exception to the foregoing ITB 7.1 and ITB 7.2 above:

a. Prohibitions

- i. Firms and individuals of a country may be ineligible if so, indicated in Bid Data Sheet (Eligible Countries) and:

- a. as a matter of law or official regulations, the Authority's country prohibits commercial relations with that country, provided that such exclusion does not preclude effective competition for the provision of Services required; or
- b. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Authority's Country prohibits any import of goods from that country or any payments to any country, person or entity in that country.

b. Restrictions for State-Owned Enterprises

- i. State-owned enterprises or institutions in the Authority's country may be eligible to compete and be awarded a contract only if they can establish, in a manner, that they:
 - a. are legally and financially autonomous,
 - b. operate under commercial law and are not under supervision of the Authority.

c. Restrictions for Public Employees

- i. Government officials and civil servants of the Authority's country is not eligible to be included as Professionals, Individuals or Members of a team of Professionals in the Bidder's Proposal unless:
 - a. the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation and
 - b. their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Authority

B. PREPARATION OF PROPOSALS

9. General Considerations

9.1. In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

10. Cost of Preparation of Proposal

10.1. The Bidder shall bear all costs associated with the preparation and submission of its Proposal and the Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

10.2. The Authority is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.

11. Language

11.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Authority, shall be written in the language(s) specified in the Bid Data Sheet (BDS).

12. Documents Comprising the Proposal

- 12.1.** The Proposal shall comprise the documents and forms listed in the RPF.
- 12.2.** If specified in the Bid Data Sheet, the Bidder shall include a statement of an undertaking of the Bidder to observe, in competing for and executing a contract, the Authority country's laws against fraud and corruption (including bribery).

13. Only One Proposal

- 13.1.** The Bidder shall submit only one Proposal. If a Bidder submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, precludes Vendors, or the Bidder's staff from participating as Professionals in more than one Proposal when circumstances justify and if stated in the Bid Data Sheet (BDS).

14. Proposal Validity

- 14.1.** Proposals shall remain valid until the date specified in the Bid Data Sheet or any extended date if amended by the Authority in accordance with ITB 13.1.1. During this period, the Bidder shall maintain its original Proposal without any change, including the availability of the Resources, Supplies, Services, Professionals, Proposed Rates and Total Price.
- 14.1.1.** Extension of Proposal Validity
- a.** The Authority will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Authority may request, in writing, all Bidders who submitted Proposals prior to the submission deadline to extend the Proposal's validity.
 - b.** If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Resources, Supplies, Services, Professionals, Proposed Rates and Total Price.
 - c.** The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

15. Clarification and Amendment of RFP

- 15.1.** The Bidder may request a clarification of any part of the RFP during the period indicated in the Bid Data Sheet before the Proposals submission deadline. Any request for clarification must be sent in writing or by standard electronic means, to the Authority's address indicated in the Bid Data Sheet. The Authority will respond in writing or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying its source) to all the Bidders through its website. Should the Authority deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

- 15.1.1.** At any time before the proposal submission deadline, the Authority may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be uploaded on the website only and will be binding on them.
- 15.1.2.** If the amendment is substantial, the Authority may extend the proposal submission deadline to give the Bidders reasonable time to take an amendment into account in their Proposals.
- 15.2.** Authority shall have all the rights to amend the scope of services defined in the Terms of Reference (ToR) if so in the interest of the success of the event. Any reduction in the scope of services prior to award shall be informed to all the bidders.
- 15.3.** The Bidder may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the submission deadline.
- 15.4.** Any substantial amendment affecting bid preparation shall be communicated through corrigendum and adequate time for bid submission may be provided, wherever considered necessary by NITCON/Client of NITCON.

16. Preparation of Proposals Specific Considerations

- 16.1.** While preparing the Proposal, the Bidder must give particular attention to the following:
- 16.1.1.** The Authority may indicate in the Bid Data Sheet the estimated Professionals time input (expressed in person-month) or the Authority's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Bidder's own estimates for the same.

17. Technical Proposal

- 17.1.** The Technical Proposal shall be prepared using the Standard Forms provided in Section 6 of the RFP and shall comprise the documents listed in the Bid Data Sheet. **The Technical Proposal shall NOT include any financial information.** A Technical Proposal containing material financial information shall be declared non-responsive.
- 17.2.** Depending on the nature of the assignment, the Bidders required to submit a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) as indicated in the Bid Data Sheet and using the Standard Forms provided in Section 6 of the RFP.

18. Financial Proposal

- 18.1.** The Financial Proposal shall be prepared using the Standard Forms provided in Section 7 of the RFP. It shall list all costs associated with the assignment.
- 18.2. Price Adjustment:** Not Applicable
- 18.3. Taxes**
- a. The Bidder and its Vendors, Suppliers and Professionals are responsible for meeting all tax liabilities arising out of the contract unless stated otherwise in the Bid Data Sheet. Information on taxes in the AUTHORITY's country is provided in the Bid Data Sheet.

18.4. Currency of Proposal

- a. The Bidder may express the price for its Services in the currency or currencies as stated in the Bid Data Sheet. If indicated in the Bid Data Sheet, the portion of the price representing local cost shall be stated in the national currency.

18.5. Currency of Payment

Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. SUBMISSION, OPENING AND EVALUATION

19. Submission, Sealing and Marking of Proposals

- 19.1. The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITB11 (Documents Comprising Proposal). Bidders shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. **Bidder shall submit the proposal in Physical Copy only at the address as specified in the Bid Data Sheet.**
- 19.2. An authorized representative of the Bidder shall sign the original submission letters in the required format for both the Technical Proposal and if applicable the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney (in the form of undertaking on Bidder's letter head) attached to the Technical Proposal.
- 19.3. Any modifications, revisions, interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 19.4. The successful bidder shall not assign, transfer, subcontract or outsource the whole or any substantial part of the work without prior written approval of NITCON. Approval, if granted, shall not relieve the successful bidder of any contractual responsibility.
- 19.5. The signed Proposal shall be marked "Original" and its copies marked "Copy" as appropriate. The number of copies is indicated in the Bid Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 19.6. The bid submitted by the bidder shall be in the following parts:
 - 19.6.1. Part 1 – This shall be known as **Envelope A** and would apply for all bids. Envelope A shall contain the following:
 - i. Registration number or proof of application for registration and organizational details
 - ii. Payment receipt of Earnest Money and
 - iii. Substantiation documents as may be required to fulfil the Eligibility Criteria
 - 19.6.2. Part 2 – This shall be known as **Envelope B** and would apply to all bids. Envelope B shall contain financial offer in the format enclosed herein.
 - 19.6.3. Bidder shall submit the bid in two separate sealed envelopes, placed inside one bigger envelope.
- 19.7. All the documents/ information enclosed with the technical proposals should be self-attested and certified by the Bidder. The Bidder shall be liable for forfeiture of his earnest money deposit,

if any document/ information is found false/ fake/ untrue before acceptance of Bid. If it is found after acceptance of the Bid, the sanctioning authority may at his discretion forfeit his performance security/ guarantee, security deposit, enlistment deposit and take any other suitable action.

19.8. If any declaration, certificate or information submitted by the bidder is subsequently found false, misleading or fabricated, NITCON may reject the bid, terminate the contract, forfeit Performance Security and recover consequential losses.

19.9. The bid shall remain valid for a period of 120 (One Hundred Twenty) days from the date of opening of bids. A bid valid for a shorter period shall be treated as non-responsive and shall be liable to be rejected. The validity of the bid may be extended by mutual consent in writing.

19.10. The proposal shall be submitted only in physical copy at the address as specified in the Bid Data Sheet.

20. Confidentiality

20.1. From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Authority on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITB are where the Authority notifies Bidders of the results of the evaluation of the Technical Proposals.

20.2. Any attempt by shortlisted Bidders or anyone on behalf of the Bidder to influence improperly the Authority in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing sanctions procedures.

20.3. Notwithstanding the above provisions, from the time of the Proposals opening to the time of Contract award publication, if a Bidder wishes to contact the Authority, it shall do so only in writing.

21. Earnest Money Deposit (EMD)

21.1. The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), of the amount specified in the Bid Data Sheet.

21.2. No EMD is required from MSE/Small Scale Industry registered with NSIC under its single point registration scheme.

21.3. The EMD shall be transferred using net banking in favour of name and particulars given in Bid Data sheet.

21.4. No cash will be accepted as Earnest Money. No interest will be paid on any Earnest Money or any other guarantee.

21.5. Bid not accompanied by EMD shall be liable for rejection as non-responsive.

21.6. EMD of Bidders whose bids are not accepted will be returned within reasonable time of the decision on the bid.

- 21.7.** EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required value for Performance Security.
- 21.8.** Failure to sign the contract by the selected Bidder, for whatsoever reason, shall result in forfeiture of the Earnest Money deposit.
- 21.9.** Withdrawal of the submitted proposal by any of the bidders, after the bid submission date, shall result in forfeiture of the Earnest Money deposit. The consideration of the withdrawal request shall be at the sole discretion of the Authority.

22. Opening of Technical Proposals

- 22.1.** The Authority's evaluation committee shall conduct the opening of the Technical Proposals. The opening date, time and the address are stated in the NIT document and Bid Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITB 23.
- 22.2.** At the opening of the Technical Proposals the following shall be specified:
- i. the name and address of the Bidder
 - ii. any modifications to the Proposal submitted prior to proposal submission deadline and
 - iii. any other information deemed appropriate or as indicated in the Bid Data Sheet (BDS)

23. Proposals Evaluation

- 23.1.** Subject to provision of ITB 16.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded
- 23.2.** The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITB 13.1.1. While evaluating the Proposals, the Authority will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

24. Evaluation of Technical Proposals

- 24.1.** The Authority's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference (ToR) and the RFP, applying the evaluation criteria, sub-criteria and point system specified in the Bid Data Sheet. Each responsive Proposal will be given a technical score. 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 the minimum technical score indicated in the Bid Data Sheet.

25. Financial Proposals

- 25.1.** The Financial Proposal shall be prepared using the Standard Forms provided in the RFP. It shall list all costs associated with the assignment.
- 25.2.** If Financial Proposals are invited together with the Technical Proposals when the selection is based on QCBS or LCS, the Financial Proposals of only the Technically Eligible Bidders (minimum eligibility criteria as defined in the Bid Data Sheet) is opened by the Authority's evaluation committee.

25.3. Rates quoted shall remain firm throughout the contract including extensions and shall not be subject to escalation on account of inflation, exchange fluctuation, manpower cost, cloud pricing revision or any other reason unless specifically provided in the Contract.

26. Public Opening of Financial Proposals

26.1. After the technical evaluation is completed, the Authority shall notify those Bidders whose Proposals were considered non-responsive to the RFP and ToR or did not meet the minimum qualifying technical score in writing advising them the following:

26.1.1. their Proposal was not responsive to the RFP and ToR or did not meet the minimum qualifying technical score;

26.1.2. provide information relating to the Bidder's overall technical score, as well as scores obtained for each criterion and sub-criterion;

26.1.3. their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and

26.2. The Authority shall simultaneously notify those Bidders whose Proposals were considered responsive to the RFP and ToR in writing and that have achieved the minimum qualifying technical score, advising them the following:

26.2.1. their Proposal was responsive to the RFP and ToR and met the minimum qualifying technical score;

26.2.2. provide information relating to the Bidder's overall technical score, as well as scores obtained for each criterion and sub-criterion;

26.3. The opening date of financial proposal shall be notified at the time of the announcement of the results of the technical evaluation.

26.4. The Financial Proposals shall be opened on the date as specified and communicated to all the participating bidders and after the evaluation of financial proposals, the financial evaluation report shall be published on the website.

27. Correction of Errors

27.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items and no corrections are made to the Financial Proposal.

28. Taxes

28.1. The Authority's evaluation of the Bidder's Financial Proposal shall include taxes and duties in the Authority's country in accordance with the instructions in the Bid Data Sheet.

D. COMBINED QUALITY AND COST EVALUATION

29. Quality & Cost Based Selection (QCBS)

29.1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Bid Data Sheet. The Bidder with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.

29.2. NITCON is committed to ensuring a fair, transparent, competitive and non-discriminatory procurement process. Evaluation of bids shall be carried out strictly in accordance with the criteria specified in this RFP.

29.3. If, in the opinion of NITCON, the Financial Proposal submitted by a bidder appears to be abnormally low in comparison with the estimated cost, prevailing market rates, or the prices quoted by other technically qualified bidders, and is likely to adversely affect the quality, timely execution, sustainability, or successful completion of the Project, NITCON may, before acceptance of the bid, seek a detailed written justification from the bidder.

E. NEGOTIATIONS AND AWARD

30. Negotiations

30.1. The negotiations, if any, shall be undertaken only where permissible under the applicable Government procurement guidelines and with the approval of the Competent Authority.

30.2. The negotiations will be held at the date and address indicated in the Bid Data Sheet with the Bidder's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Bidder.

30.3. The Authority shall prepare minutes of negotiations that are signed by the Authority and the Bidder's authorized representative.

30.4. Technical Negotiations

30.4.1. The negotiations include discussions of the Terms of Reference (ToR), the proposed methodology, the Authority's inputs, the special conditions of the Contract and finalizing the "**Scope of Services**" part of the Contract. These discussions shall not substantially alter the original scope of services under the ToR or the terms of the contract, lest the quality of the final product, its price or the relevance of the initial evaluation be affected. However, in the interest of the assignment, the authority at its discretion may reduce the scope of services in due consultation with the bidder with most advantageous proposal. Authority may increase / decrease the quantity stated above to the extent of 25%, bidder has to execute the revised quantity at the quoted rate. No price variation requests shall be entertained.

31. Conclusion of Negotiations

31.1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Authority and the Bidder's authorized representative.

31.2. If the negotiations fail, the Authority shall inform the Bidder in writing of all pending issues and disagreements and provide a final opportunity to the Bidder to respond. If disagreement persists, the Authority shall terminate the negotiations informing the Bidder of the reasons for doing so.

32. Notification of Award

32.1. The Authority shall notify the successful bidder by issuing a 'Letter of Acceptance' (LoA) that his bid has been accepted.

32.2. The Contract Award Notice shall be published on the Authority's website with free access.

33. Performance Security

- 33.1.** Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:
- i. if the Bidder is found to have a Conflict of Interest as specified in ITB 4.0 of this RFP;
 - ii. if the Bidder engages in any of the Prohibited Practices specified in ITB 4.0 of this RFP;
 - iii. if the Selected Bidder commits a breach of the Agreement.
 - iv. An amount as defined in the Bid Data Sheet shall be deemed to be the Performance Security for the purposes of this Clause 33, which may be forfeited and appropriated in accordance with the provisions hereof.

34. Signing of Contract

- 34.1.** The Contract shall be signed prior to the expiry date of the Proposal validity or any extension thereof.
- 34.2.** The Bidder is expected to commence the assignment on the date and at the location specified in the Bid Data Sheet.
- 34.3.** The bidder shall not directly solicit, negotiate or enter any arrangement with the Client concerning this project during the contract period and for one year thereafter without prior written approval of NITCON.
- 34.4.** Wherever NITCON is obligated under the Principal Agreement towards the Client and such obligation relates to the scope assigned to the successful bidder, the bidder shall assume corresponding responsibility towards NITCON.

35. Termination

- 35.1.** Notwithstanding anything contained elsewhere in this RFP or the subsequent Contract, NITCON reserves the unconditional right, at any time and for reasons including but not limited to cancellation, suspension, reduction in scope, modification of requirements by the Client, non-availability of funds, administrative reasons, policy decisions, force majeure, or termination of the Principal Contract with the Client, to terminate the Contract, in whole or in part, by giving the Successful Bidder not less than **30 (Thirty) days written notice**.

36. Performance Review

- 36.1.** NITCON shall periodically monitor and review the performance of the Successful Bidder throughout the Contract Period with reference to the approved Project Plan, Service Level Agreements (SLAs), Key Performance Indicators (KPIs), quality standards, security requirements, timelines, statutory compliances and other contractual obligations.

SECTION 3: BID DATA SHEET (BDS)

ITB Reference	Description
A. General Provisions	
2.1	Name of the Authority: NITCON LIMITED Method of Selection: Quality and Cost Base Selection (QCBS) – 70: 30
2.2	Financial Proposal to be submitted together with Technical Proposal: The technical & Financial Proposal shall be submitted in a sealed envelope and shall be physically submitted at office of NITCON Limited in Delhi before the submission deadline specified in the NIT. The name of the assignment is: REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SYSTEM INTEGRATOR / MANAGED SERVICE PROVIDER to provide Technical & Financial Proposal for Design, Supply, Provisioning, Migration, Deployment, Operations, Maintenance and Managed Cloud Hosting Services for a Digital Application Platform on MeitY Empanelled Cloud Infrastructure for A GOVERNMENT OF INDIA AUTONOMOUS INSTITUTE in Delhi.
2.3	Pre-Bid Meeting will be held: No For Clarification - Email Address: prashant.v@nitcon.org ; Phone: 011-40658297
2.4	The Authority will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: The Bidders can access all the information relevant to the work from the organization's website.
7.1	Eligible Countries: Bidder shall be registered in India
B. Preparation of Proposals	
8.1	Cost of Tender Form: NIL
9.1	The bidder shall have to obtain insurance as may be applicable during the currency of the contract. It is the responsibility of the bidder to include this cost in its financial proposal.
10.1	This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.

ITB Reference	Description
11.1	The Proposal shall comprise the following: The bid submitted in Physical Copy (Hard Copy) by the Bidder in two separate sealed envelopes, placed inside one bigger envelope and shall comprise of following parts: Part 1 – This shall be known as Envelope A and would apply for all bids. Envelope A shall contain the following as per details given in the Bid Data Sheet: i. Registration number or proof of application for registration and organizational details in format given in the Bid Data sheet ii. Proof/details of Earnest Money transfer; iii. Affidavit for Black listing iv. Work Order/ Completion Certificate copies as may be required as substantiation to fulfill the eligibility criteria v. A self-certified sheet duly supported by Tech Forms as prescribed and enclosed with the Bid Data Sheet. Part 2 – This shall be known as Envelope B and would apply to all bids. Envelope B shall contain financial offer along with FIN FORMS as prescribed and enclosed with the Bid Data Sheet. The Bidder shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITB11 (Documents Comprising Proposal). Bidders shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information.
12.1	BIDDERS are not permitted to participate in any form in more than one proposal.
13.1	Proposals shall be valid for 120 (One Hundred Twenty) calendar days after the proposal submission date.
14.1	Clarifications may be requested no later than 02 (Two) calendar days prior to the bid submission date. The contact information for requesting clarifications is: prashant.v@nitcon.org / sudeepto.pal@nitcon.org
15.1	JV / Consortium is Not Allowed.
16.1	The format of the Technical Proposal to be submitted is provided in Section 6 of this document. Submission of the Technical Proposal in a wrong format / non submission of any tech forms / any substantial information as may be required may lead to the Proposal being deemed non-responsive to the RFP requirements.
17.1	The Financial Proposal shall be submitted as per the format specified in Section 7 i.e., BID Form FIN-1 .

ITB Reference	Description
17.2	Price adjustment provision does Not Apply.
17.3	The payment by the Authority to the Bidder under the contract shall include all taxes, duties and surcharge except Goods & Services Tax (GST) . GST shall be payable for the services as per the applicable laws.
17.4	Payments under the Contract shall be made in Indian Rupees (INR)
C. Submission, Opening and Evaluation	
18.1	The BIDDERS have to submit their proposals in Hard copy i.e., Physical Copy only. The proposals shall reach to the Authority at its address mentioned herein below in the manner as prescribed in this RFP: Address: Unit No. 317-A, 3rd Floor, D21 Corporate Park, Sector 21, Near Sector 8 Metro Station, Dwarka, New Delhi – 110077 Phone: 011-40658297; E-mail: prashant.v@nitcon.org Submission in any manner other than as prescribed herein shall lead to rejection of bid, without assigning any reason whatsoever and with no liability on the part of the authority
18.5	The Bidder must submit: (a) Technical Proposal: Physical Copy (b) Financial Proposal: Physical Copy
18.8	The Proposals must be submitted in Physical copy (Hard Copy) no later than the submission deadline.
20.1	Earnest Money Deposit: 6,00,000/- (INR Six Lakhs Only) <u>Account Details for NEFT / RTGS</u> <u>Account Holder Name:</u> NITCON Limited Account No.: 60358187096 IFSC Code: MAHB0001306 MICR Code: 110014033 Branch Address: Bank of Maharashtra, Hall number-1, First Floor, Malik Buildcon Plaza-2, Plot No: 06, Sector-12, Dwarka, New Delhi, 110075
21.1	Technical Proposals shall be opened at the date and time specified in the NIT.

ITB Reference	Description
21.2	The following information will be specified on the technical evaluation sheet of the Bidder's Technical Proposals: Name of the firm along with their eligibility for the specified work.
23.1	Pre-Qualification Criteria (Bidder, CSP) and Technical Evaluation Criteria (Marking) for the evaluation of the Technical Proposals is as specified in the Section 4 and 5 of the RFP. Only the bidders scoring 70 marks out of 100 shall be considered qualified for opening of financial proposals.
25.4	Financial proposals shall be opened physically at the date and time communicated to the qualified bidder and the bidders will be informed through email/ communication uploaded on the website.
27.1	The bidder's quoted price is inclusive of all taxes, duties as applicable except for Goods and Services Tax (GST). GST shall be payable as per the applicable laws.
28.1	<u>Calculation of Technical Score</u> The proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks. The highest evaluated Technical Proposal (T_{high}) is given the maximum technical score (S_t) of 100. The formula for determining the technical scores (S_t) of all other Proposals is calculated as following: $S_t = 100 \times T / T_{high}$ were, "S_t" is the financial score for the proposal under consideration, "T_{high}" is the highest technical marks allotted by the evaluation committee, "T" Technical marks allotted by the evaluation committee to the proposal under consideration. <u>Calculation of Financial Score (S_f)</u> The lowest evaluated Financial Proposal (F_m) is given the maximum financial score (S_f) of 100. The formula for determining the financial scores (S_f) of all other Proposals is calculated as following: $S_f = 100 \times F_m / F$ were, "S_f" is the financial score for the proposal under consideration, "F_m" is the lowest price offered for the scope of services by the technically eligible bidders, "F" the price of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 0.70 and P = 0.30

ITB Reference	Description
	<u>Calculation of Combined Score (S)</u> To arrive at the combined technical and financial score of the bidder, weighted sum of technical and financial score of the bidder is calculated as per the formula hereunder: $S = (S_t \times T) + (S_f \times P)$ where, S = Combined Score S_t = Technical Score S_f = Financial Score T = weight given to the Technical Proposal P = weight given to the Financial Proposal Such that T + P = 1 <i>Proposals are ranked according to their combined score(s)</i>
D. Negotiations and Award	
31.1	Successful bidder (preferred bidder) shall be informed through email/website. The intimation shall be in the form of letter referred as LoA (Letter of Acceptance). Successful bidder shall acknowledge the LOA and shall have to comply with the requirements within stipulated timelines.
32.1	Performance Security Successful Bidder to submit Performance Security in the form of Bank Guarantee / FDR in favour of MANAGING DIRECTOR – NITCON LIMITED for an amount equivalent to 5% (Five Percent) of the amount of contract. The performance security shall be valid for Contract Period + 6 (Six) Months from the date of issuance of Letter of Acceptance (LoA).
33.2	The date of commencement shall be specified in the Letter of Acceptance (LoA) and subsequent work orders
-	Decision of MANAGING DIRECTOR – NITCON LIMITED shall be final and binding on both the parties.

SECTION 4: ELIGIBILITY AND QUALIFICATION CRITERIA

A. PRE-QUALIFICATION CRITERIA (BIDDER)

#	Requirements	Document to be Submitted
PQ 1	<u>Legal Entity</u> Bidder should be either: • A Proprietary Firm • A company registered under the Indian Companies Act, 2013 / 1956 OR • A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR • A partnership firm registered under the Indian Partnership Act, 1932	Any relevant document to prove that the bidder is a legal entity like Certificate of Incorporation, Certificate of Registration, Partnership Deed, etc.
PQ 2	<u>Minimum Relevant Experience</u> Bidder should have experience of hosting/O&M of cloud-enabled applications on MeitY empanelled cloud for Govt/PSU/Private Entity in last 3 (Three) Financial Years + Till Date as below: <i>One work of minimum value of Rs. 2.0 Crores; OR Two works of minimum value of Rs. 1.5 Crores; OR Three works of minimum value of Rs. 1.0 Crores;</i>	Work Order or Completion Certificates from the Govt/PSU Clients, in case of Private Entity CA Certificate along with UDIN
PQ 3	<u>Minimum Average Annual Turnover</u> Bidder should have minimum annual average turnover of Rs. Five (5) Crores in last Three (3) Financial Years i.e. 2023-24, 2024-25, 2025-26	Turnover certificate duly certified by Chartered Accountant / Statutory Auditor
PQ 4	<u>Positive Net Worth</u> Bidder should have a positive net worth as per last audited financial report.	Certificate duly certified by Chartered Accountant / Statutory Auditor
PQ 5	<u>Mandatory Registration</u> Bidder should have valid 1. PAN Registration 2. GST Registration	Registration Certificates (PAN, GST)
PQ 6	<u>Local Office</u> Bidder should have a local office in Delhi (NCR) to commensurate with the Client engagement location.	GST Certificate / Office Address Proof
PQ 7	<u>Blacklisting</u> The bidder shall submit the undertaking that the bidder has not been under a declaration of ineligibility for corrupt or fraudulent practices and have not been debarred/blacklisted by any Government Entity/PSU/NITCON for any reason as	The bidder must submit a duly notarized affidavit (Form TECH-3) on Company's Letter Head

REQUEST FOR PROPOSAL FOR SELECTION OF SERVICE PROVIDER FOR PROVIDING TECHNICAL & FINANCIAL PROPOSAL FOR HOSTING, DEPLOYMENT & MANAGED CLOUD SERVICES FOR A DIGITAL APPLICATION PLATFORM ON MEITY EMPANELLED CLOUD INFRASTRUCTURE FOR A PROMINENT AUTONOMOUS INSTITUTE UNDER THE GOVERNMENT OF INDIA

#	Requirements	Document to be Submitted
	on date and has not been insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons as on date.	
PQ 8	<u>CMMI Level</u> Bidder should be compliant with Capability Maturity Level 3 (CMMI Level 3).	CMMI Level 3 Certificate (verified from CMMI Institute)
PQ 9	<u>Certificate & Security</u> Bidder should have valid ISO 9001 ISO 20000 ISO 27001 SOC 2 Compliant	ISO's & SOC 2 Certificates
PQ 10	<u>MeitY Empanelment CSP</u> MeitY-empanelled CSP authorization letter quoting this RFP reference and confirming empanelment.	CSP Empanelment Certificate/Letter
PQ 11	<u>Service Level Agreement (SLA)</u> Single consolidated SLA covering managed services and platform (no fragmented SLAs).	Undertaking from Bidder and CSP
PQ 12	<u>Bidder Support Service</u> Functional 24x7 Helpdesk with dedicated toll-free number (telephone/chat/ticketing).	Undertaking from bidder with support matrix and contact details
PQ 13	<u>OEM Support Service</u> OEM support with 24x7 Technical Assistance Centre (TAC) along-with on-site technical support as required.	Self-declaration from CSP on Letterhead
PQ 14	<u>Supply of Resources</u> Ability to provision resources of any configuration without restriction to pre-set flavours.	Undertaking on Bidder Letterhead
PQ 15	<u>MSE Certificate</u> Micro & Small Enterprises (MSE)	Udyam Registration Certificate

B. PRE-QUALIFICATION CRITERIA (Cloud Service Provider - CSP)

#	Requirements	Document to be Submitted
PQ 1	Offering cloud IaaS/PaaS in India/Globally for more than Five (05) years, with an average annual cloud turnover of minimum Rs. Five Hundred (500) Crores in last Three (3) Financial Years i.e. 2023-24, 2024-25, 2025-26	Certificate duly certified by Chartered Accountant / Statutory Auditor
PQ 2	MeitY empanelled for Data Centre (DC) & Disaster Recovery (DR) on Government Community Cloud (GCC); DCs in India, complying with MeitY DC-DR distance/seismic-zone norms.	MeitY Empanelment Certificate and Self-declaration from CSP on Letterhead
PQ 3	At least 3 Data Centre locations empanelled for Public/GCC Cloud and Virtual Private Cloud (VPC).	MeitY Empanelment Certificate
PQ 4	Publishes cloud service rates and applicable SLAs on its public-facing website.	Undertaking on CSP Letterhead with website links
PQ 5	Self-service Portal/CLI for VMs, managed DB/NoSQL, CaaS, managed queue, storage, DR replication.	Undertaking on CSP Letterhead
PQ 6	In-cloud Security Services: NGFW, WAF, DDoS Protection, Encryption at rest.	Undertaking on CSP Letterhead
PQ 7	Uptime $\geq 99.5\%$ (single VM); $\geq 99.9\%$ (HA, 2+ VMs).	Undertaking on CSP Letterhead
PQ 8	Dedicated infra with L2 connectivity within the same DC; GCC part of sovereign cloud (no data/metadata leaves India).	Undertaking on CSP Letterhead
PQ 9	Physical audits of infrastructure permissible with open-source components backed by OEM MAF support.	Undertaking on CSP Letterhead
PQ 10	Managed services portfolio of a minimum of 300 resources across multiple domains.	Undertaking on CSP letterhead

Important Notes:

1. All supporting documents shall be self-attested, arranged/numbered as listed and bound with the Proposal. NITCON reserves the right to verify any claim; false/wrong certification may attract legal action and/or cancellation of the contract.

2. The Technical Proposals of only those bidders who successfully fulfil the prescribed Pre-Qualification Criteria (A) & (B) shall be taken up for detailed evaluation in accordance with the Technical Evaluation Criteria (C) set forth herein. The technical evaluation process shall assess the bidder's experience, methodology, technical capability, manpower deployment, understanding of the assignment, work plan and other relevant parameters as specified in the bidding document.
3. Any bidder failing to meet the mandatory Pre-Qualification Criteria (A) & (B) shall be deemed non-responsive and its proposal shall not be considered for further technical evaluation. In such cases, the Technical Proposal submitted by the bidder shall be rejected at the preliminary scrutiny stage and no marks or scores shall be assigned under the Technical Evaluation Criteria.

SECTION 5: TECHNICAL EVALUATION CRITERIA

S. No.	Technical Evaluation Criteria	Maximum Marks
1	Bidder annual average turnover in last Three (3) Financial Years i.e. 2023-24, 2024-25, 2025-26 Supporting Documents: Turnover certificate duly certified by Chartered Accountant / Statutory Auditor	10
1.1	05 Crores to 10 Crores	5
	Above 10 Crores	10
2	Bidder's experience of hosting/O&M of cloud-enabled applications on MeitY empanelled cloud for Govt/PSU/Private Entity in last 03 (Three) Years. Supporting Documents: Work Order or Completion Certificates from the Client	30
2.1	One work order value of Rs. 2.0 Crores; OR Two work orders value of Rs. 1.5 Crores; OR Three work orders value of Rs. 1.0 Crores;	20
	Single work order value between 02 Crores to 05 Crores	25
	Single work order value 05 Crores and Above	30
3	Bidders must have Team of Professionals Technically qualified professionals on payroll and based in India. Supporting Documents: Undertaking on Bidder's Letterhead	10
3.1	≥50 & <100 Professionals	4
	≥100 & <200 Professionals	6
	≥200 Professionals	10
4	Data Centre Capacity of CSP Owned/Leased Certified Tier-III Data Centers operated in India Supporting Documents: Undertaking on CSP Letterhead	20
4.1	1 Data Center (DC)	5
	>1 and ≤ 3 Data Centers (DC)	10
	>3 and ≤ 5 Data Centers (DC)	15

REQUEST FOR PROPOSAL FOR SELECTION OF SERVICE PROVIDER FOR PROVIDING TECHNICAL & FINANCIAL PROPOSAL FOR HOSTING, DEPLOYMENT & MANAGED CLOUD SERVICES FOR A DIGITAL APPLICATION PLATFORM ON MEITY EMPANELLED CLOUD INFRASTRUCTURE FOR A PROMINENT AUTONOMOUS INSTITUTE UNDER THE GOVERNMENT OF INDIA

S. No.	Technical Evaluation Criteria	Maximum Marks
	>5 and ≤ 10 Data Centers (DC)	20
5	Case Study by the Bidder/CSP	10
5.1	Cloud Services for Private/Public Sector Organization (Case Study 1)	5
5.2	Cloud Services for Private/Public Sector Organization (Case Study 2)	5
6	Technical Presentation (Presentation before Technical Evaluation Committee)	20
6.1	Approach & Methodology	5
6.2	Risk Mitigation	5
6.3	Portal Management	5
6.4	Demonstration of Solution	5
Total Marks		100

Important Notes:

1. Only those bidders meeting the prescribed Pre-Qualification Criteria shall be considered for Technical Evaluation.
2. Bidders securing minimum **70 Marks** in Technical Evaluation shall only be considered technically qualified and eligible for opening of Financial Proposal.
3. No marks shall be awarded against any criterion where the bidder fails to submit adequate supporting documents.
4. NITCON Limited reserves the right to verify the authenticity of documents submitted by the bidder from the respective issuing authority / client.
5. The decision of the Technical Evaluation Committee shall be final and binding in evaluation of technical proposals.

SECTION 6: TECHNICAL PROPOSAL - STANDARD FORMS

A. CHECKLIST OF REQUIRED FORMS (To Be Submitted in Envelope A)

FORM	DESCRIPTION	SUBMITTED (YES / NO)
TECH-1	Letter of Proposal	
TECH-2	Bidder's Organization and Experience	
TECH-3	Affidavit	
TECH-4	Financial Capacity of the Bidder	
TECH-5	Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference (ToR)	
TECH-6	Power of Attorney	
TECH-7	Abstract of Projects of the Bidder	
TECH-8	Details of Projects executed by the Bidder	

Form TECH-1

LETTER OF PROPOSAL (On Bidder's Letterhead)

To,

.....

.....

Subject:

Dear Sir / Madam,

With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for Request for Proposal for selection of System Integrator/Managed Service Provider to provide Technical & Financial Proposal for Design, Supply, Provisioning, Migration, Deployment, Operations, Maintenance and Managed Cloud Hosting Services for a Digital Application Platform on MeitY Empanelled Cloud Infrastructure for A Government of India Autonomous Institute. The proposal is unconditional and unqualified.

1. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Bidder and we certify that all information provided in the Proposal and in the Appendices/Annexures are true and correct, nothing has been omitted which renders such information misleading and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Bidder for the aforesaid assignment.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
 - a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority.

- b) I/We do not have any conflict of interest in accordance with the RFP Document.
- c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State and
- d) I/We hereby certify that we have taken steps to ensure that inconformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder, without incurring any liability to the Bidders in accordance with the RFP document.
8. I/We declare that we are not a member of any other Consortium applying for selection as a Bidder.
9. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any system integrator/managed service provider of the Government or convicted by a Court of Law for any offence committed by us or by any of our associates.
10. I/We further certify that no investigation by a regulatory authority is pending either against us or against to be engaged team members or associates.
11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Bidder or in connection with the selection process itself in respect of the above-mentioned project.
12. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the services for the assignment are not awarded to me/us or our proposal is not opened or rejected.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours Faithfully

(Signature, Name and Designation of the Authorised Signatory)
Name and Seal of the Bidder

Form TECH-2

BIDDER'S ORGANIZATION AND EXPERIENCE (Particulars of the Bidder)

S. No.	Particulars	Details
1.	Name of Legal Entity	
2.	Entity of Organization Individual/Proprietary Firm/Partnership Firm (Registered under Partnership Act)/ Limited Company (Registered under the Companies Act– 1956)/ Corporation and Year of Incorporation (registration)	
3.	PAN Details	
4.	GST Registration Details	
5.	Address of Communication	
6.	Telephone Number with STD Code	
7.	Fax Number with STD Code	
8.	Mobile Number	
9.	E-mail Address for all communications	
Details of Authorized Representative		
1	Name	
2.	Designation	
3.	Postal Address	
4.	Telephone Number with STD Code	
5.	Fax Number with STD Code	
6.	Mobile Number	
7.	E-mail Address	

Form TECH-3

AFFIDAVIT

(Notarised Affidavit on Bidder's Letter Head)

I/We, _____, son/daughter of _____, aged about _____ years, resident of _____, presently authorised _____ representative _____ partner/director _____ of _____ M/s _____, having its registered office at _____, do hereby solemnly affirm and state as under:

1. That I/We am/are duly authorised to submit this affidavit/undertaking on behalf of M/s _____ for participation in the tender/bid process.
2. That all the information, documents, certificates, statements and data submitted by the bidder in connection with the aforesaid bid/tender are true, correct, complete and authentic to the best of my/our knowledge and belief and nothing material has been concealed therein.
3. That the bidder has not been declared ineligible for corrupt or fraudulent practices by any Central Government Department, State Government Department, Board, Corporation, Government Society, Autonomous Body, Public Sector Undertaking (PSU), or any other Government System integrator/managed service provider as on date.
4. That the bidder has not been blacklisted, debarred, suspended, banned, or otherwise disqualified by any Central Government Department, State Government Department, Board, Corporation, Government Society, Autonomous Body, Public Sector Undertaking (PSU), or any other Government System integrator/managed service provider for any reason whatsoever as on date.
5. That the bidder is not insolvent, in receivership, bankrupt, or being wound up and no proceedings for insolvency, liquidation, dissolution, or winding up have been initiated or are pending against the bidder.
6. That the affairs of the bidder are not being administered by any Court, Tribunal, Resolution Professional, Judicial Officer, or any statutory authority as on date.
7. That the business activities of the bidder have not been suspended, restrained, or prohibited by any competent authority as on date.
8. That the bidder is not subject to any legal proceedings for any of the matters mentioned hereinabove as on date.
9. That in case any information submitted by the bidder is found to be false, incorrect, misleading, or fabricated at any stage, the Employer/Authority shall be fully justified in rejecting/cancelling the bid and taking any action as deemed fit, including forfeiture of EMD/Security Deposit, termination of contract, blacklisting and initiation of legal proceedings.
10. That this affidavit is being submitted for participation in the tender process and shall form an integral part of the bid documents.

(Signature, Name and Designation of the Authorised Signatory)
Name and Seal of the Deponent (Bidder)

FORM TECH-4

FINANCIAL CAPACITY OF THE BIDDER

Average Annual Turnover the company to be provided in the following format for the last 3 financial years.

Financial Information			
Financial Year	2023-24	2024-25	2025-26
Annual Turnover (in INR)			
AVERAGE ANNUAL TURNOVER FOR LAST THREE (3) YEARS			
Note: i. Annual turnover should be certified by chartered accountant/statutory auditor. ii. Audited balance sheet (if applicable) including all related notes and income statements for the above financial years to be enclosed.			

Form TECH-5

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology.

FORM TECH-6

POWER OF ATTORNEY

Know all men by these presents, We, (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms son/daughter/wife and presently residing at....., who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Request for proposal for selection of system integrator/managed service provider for development of branding & public awareness campaign, design & production of branding / publicity material strengthening the institutional presence of NITCON limited and dissemination of the information through various platforms as per the approved campaign strategy including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For
(Signature, Name, Designation and Address)

Witnesses:

- 1.
- 2.

Accepted

.....
(Signature, Name, Designation and Address of the Attorney)

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

FORM TECH-7

ABSTRACT OF PROJECTS OF THE BIDDER

S. NO.	NAME OF PROJECT	CLIENT NAME	DURATION OF WORK (NO. OF DAYS)	KEY FEATURE OF THE ASSIGNMENT	VALUE OF THE WORK ORDER/ CONTRACT
1					
2					
3					
4					
5					
6					
7					

FORM TECH-8

DETAILS OF PROJECTS EXECUTED BY THE BIDDER

Project Name:		
Project Location within Country:		Key Features of the Assignment:
Name of the Client:		
Start Date (Month/Year)	Completion Date (Month/Year)	Approx. Value of Services (in INR): Cost (in Lakhs)
Description of the Project:		
Description & Samples (Brochure/ Circular/ any other promotional material) of actual Services provided:		

Notes:

1. Bidder shall submit details of all the assignment in the above specified format.
2. Bidder shall submit the completion certificate / work order (as applicable) duly signed by the concerned signing authority.
3. The Bidder may use separate sheet for each Project.
4. The Bidder may attach separate sheets to provide brief particulars of other relevant experience.

SECTION 7. FINANCIAL PROPOSAL - STANDARD FORM

A. CHECKLIST OF REQUIRED FORMS (To Be Submitted in Envelope B)

FORM	DESCRIPTION	SUBMITTED (YES / NO)
FIN-1	Financial Bid/Proposal	

FORM FIN-1

FINANCIAL BID/PROPOSAL

(To be submitted in a sealed envelope only)

Date:

To,
General Manager,
NITCON Limited, Delhi

Subject:

Sir,

1. I/We the undersigned, offer to provide the financials in accordance with your Request for Proposal (RFP) NIT No: NITCON/DEL/14/47/CLOUD-MSP/2026-27 dated 25.07.2026.

2. Our Financial Bid/Proposal is given below:

Part A — Infrastructure & Cloud Hosting Cost

S. No.	Line Item	Unit	Quantity	Year	Unit Rate (Rs.)	Total Amount (Rs.)
1	VM Compute (all tiers as per sizing)	VM/Month	16 VMs	Y1-Y3		
2	Block Storage - SSD (50 TB)	TB/Month	50 TB	Y1-Y3		
3	Object Storage (100 TB)	TB/Month	100 TB	Y1-Y3		
4	Internet Bandwidth (1 Gbps Committed)	Mbps/Month	1000 Mbps	Y1-Y3		
5	NET Connectivity	Link/Month	1 Link	Y1-Y3		
6	DC-DR MPLS Link (100 Mbps)	Link/Month	1 Link	Y1-Y3		
7	IP Address Allocation (IPv4 Pool)	IP/Month	8 IPs	Y1-Y3		
Sub-Total Amount excluding GST (Rs.)						
GST @ 18% (Rs.)						
Grand Total Amount including GST (Rs.)						

Part A Grand Total (3 Years) Amount in Words:

REQUEST FOR PROPOSAL FOR SELECTION OF SERVICE PROVIDER FOR PROVIDING TECHNICAL & FINANCIAL PROPOSAL FOR HOSTING, DEPLOYMENT & MANAGED CLOUD SERVICES FOR A DIGITAL APPLICATION PLATFORM ON MEITY EMPANELLED CLOUD INFRASTRUCTURE FOR A PROMINENT AUTONOMOUS INSTITUTE UNDER THE GOVERNMENT OF INDIA

Part B — Security & Managed Services Cost

S. No.	Line Item	Unit	Quantity	Year	Unit Rate (Rs.)	Total Amount (Rs.)
1	NGFW (HA Pair) — HW + 3yr License	Unit	2	One-time		
2	WAF (HA Pair) — HW + 3yr License	Unit	2	One-time		
3	IDS/IPS — HW + 3yr License	Unit	2	One-time		
4	SIEM Platform (3-yr Subscription)	Platform	1	Annual		
5	Endpoint Protection — all VMs (15 Licences)	License	15	Annual		
6	VPN Gateway Solution	Unit	2	One-time		
7	PAM Solution (3-yr Subscription)	Platform	1	Annual		
8	DDoS Mitigation Service	Service	1	Annual		
9	24x7 NOC/SOC Managed Services	Month	36	Y1-Y3		
10	VAPT Services (CERT-In Empanelled, 2x/yr)	Audit	6	Biannual		
11	Application Migration Services (one-time)	Lumpsum	1	One-time		
12	SSL Wildcard Certificate (Annual Renewal)	Cert	2	Annual		
Sub-Total Amount excluding GST (Rs.)						
GST @ 18% (Rs.)						
Grand Total Amount including GST (Rs.)						

Part B Grand Total (3 Years) Amount in Words:

Part C — Software Licensing Cost

S. No.	Line Item	Quantity	Year	Unit Rate (Rs.)	Total Amount (Rs.)
1	RHEL 8/9 (15 VMs) — Annual Subscription	15	Annual (x3)		
2	MySQL Enterprise (2 Instances) — Annual	2	Annual (x3)		
3	Backup Software (15 agents) — Annual	15	Annual (x3)		
4	Grafana / Monitoring Platform (Enterprise)	1	Annual (x3)		
Sub-Total Amount excluding GST (Rs.)					
GST @ 18% (Rs.)					
Grand Total Amount including GST (Rs.)					

Part C Grand Total (3 Years) Amount in Words:

**REQUEST FOR PROPOSAL FOR SELECTION OF SERVICE PROVIDER FOR PROVIDING TECHNICAL & FINANCIAL PROPOSAL FOR HOSTING,
DEPLOYMENT & MANAGED CLOUD SERVICES FOR A DIGITAL APPLICATION PLATFORM ON MEITY EMPANELLED CLOUD INFRASTRUCTURE
FOR A PROMINENT AUTONOMOUS INSTITUTE UNDER THE GOVERNMENT OF INDIA**

Grand Total

S. No.	Line Item	Period	Total Amount (Rs.)
1	Part A — Infrastructure & Cloud Hosting	3 Years	
2	Part B — Security & Managed Services	3 Years	
3	Part C — Software Licensing	3 Years	
Sub-Total Amount excluding GST (Rs.)		3 Years	
GST @ 18% (Rs.)		3 Years	
Grand Total Amount including GST (Rs.)		3 Years	

Grand Total (3 Years) Amount in Words:.....

Notes:

1. Bidders shall quote the 3 Years Total Cost of Ownership (TCO), prices once quoted shall be fixed for the initial 3-year term, for Year 4 & 5 extension period pricing shall be quoted separately as an option. Migration cost and Management Service Charges (if not already reflected above) shall be itemised separately by the Bidder.
2. The amount quoted is inclusive of all costs, taxes, duties, surcharge etc. but exclusive of GST and GST shall be paid extra.
3. Financial Bid/Proposal shall be binding upon me subject to the modifications resulting from contract negotiations, if any.
4. Financial Bid/Proposal is without any condition and shall be binding upon us, i.e., 120 calendar days from the last date of submission of this Bid/Proposal.
5. Authority may increase / decrease the quantity stated above to the extent of 25%, bidder has to execute the revised quantity at the quoted rate. No price variation requests shall be entertained.
6. Per unit cost exclusive of GST to be mentioned.

Yours Faithfully,

(Signature, Name and Designation of the Authorised Signatory)

Name and Seal of the Bidder

SECTION 8. TERMS OF REFERENCE (ToR)

1. Background and Context

NITCON Limited ("NITCON"), established in 1984, is a premier Union Government Company operating under the administrative framework of the Government of India. The Company is incorporated under the provisions of the Companies Act, 1956 and is subject to statutory audit by the Comptroller and Auditor General (CAG) of India. NITCON Limited has consistently maintained a strong institutional and financial profile, reflected through its CIBIL Rank-1 status and CMMI Level-3 certification, demonstrating its commitment towards professional excellence, governance, quality systems, institutional credibility and technology-enabled project execution.

Over the years, NITCON Limited has emerged as a multidisciplinary public sector enterprise engaged in project management consultancy, IT infrastructure, supplies & services, digital governance, system integration, advisory services and implementation support for projects of strategic and national importance. The organisation has established a strong reputation for transparent execution mechanisms, public accountability, sustainable development practices and adoption of innovative governance models aligned with national priorities.

NITCON Limited NITCON is submitting a bid in response to a tender floated by a prominent Autonomous Institute under the Government of India ("the Client") for hosting of its Digital Application Platform on MeitY Empanelled Cloud Infrastructure. The identity of the Client is confidential and shall not be disclosed by Bidders to the market or any third party.

2. About the Client & the Application

The Client is a well-established Central Government Institute delivering digital services to stakeholders across the country. The Application to be hosted is a Learning Management Information System (LMIS) & LMS Platform (Moodle based) with Online Training Registration & MIS Portal which:

- Functions as a centralised resource repository for training and teaching material
- Deals with case-based learning in the relevant sector
- Documents best practices in sector-specific teaching and training
- Acts as a central database of trained professionals in the country

The current infrastructure is fragmented across multiple hosting vendors with inconsistent SLAs, limited monitoring and no formal DR arrangement. The Ministry has directed consolidation of all digital assets onto a unified, secure and scalable Government Cloud Infrastructure.

3. Purpose

The primary objectives of the proposed assignment are as follows:

- a. Procure enterprise-grade server hardware and network infrastructure to host Client's digital applications.
- b. Engage a qualified System Integrator/Managed Service Provider for end-to-end provisioning and managed IT operations.
- c. Ensure 99.5% availability of hosted applications with defined RPO/RTO targets.
- d. Migrate existing hosted applications to MeitY Empanelled Cloud while maintaining a dedicated hardware setup for sensitive workloads.
- e. Ensure compliance with MeitY/ Security Guidelines, CERT-In advisories and DPDP Act 2023.

4. Objectives

- a. Consolidate all the Client applications on a unified, secure hosting platform.
- b. Provision enterprise-grade server and network infrastructure in Data Center / Miety Empanelled Cloud 2.0.
- c. Establish a Disaster Recovery (DR) environment with defined $RPO \leq 4$ hours and $RTO \leq 8$ hours.
- d. Implement 24x7 monitoring, patch management and incident response.
- e. Ensure end-to-end security through VAPT, WAF, IDS/IPS and SIEM.
- f. Provide managed database services for MySQL, PostgreSQL and Oracle workloads.
- g. Ensure GIGW 3.0 and WCAG 2.1 (AA) compliance for all public-facing portals.

5. Scope of Work (SoW)

NITCON intends to on-board a system integrator/managed service provider for three years and extendable up to two years for hosting the Client's Digital Application Platform, as per the below specifications.

5.1. Infrastructure Provisioning

5.1.1. Primary Data Centre (DC)

- Provisioning of Virtual Machines (VMs).
- Configuration of Load Balancers (Layer 4 & Layer 7) for web and application tier.
- Setup of private VLAN, Virtual Private Cloud (VPC) networking and DMZ architecture.
- Configuration of HTTPS/SSL termination, CDN integration and DDoS mitigation.
- Provisioning of Object Storage (S3-compatible) for media, documents and backups.
- Dedicated database cluster setup with primary-replica replication.

5.1.2. Disaster Recovery (DR) Setup

- DR infrastructure provisioning at DR site.
- Asynchronous replication of production data with $RPO \leq 4$ hours.
- Full application stack replication with $RTO \leq 8$ hours.

5.2. Application Hosting & Migration

- End-to-end migration of existing Client applications from BSNL hosting to new infrastructure.
- DNS migration and cutover management with zero-downtime strategy.
- Application compatibility testing, performance benchmarking and UAT support.
- Database migration (MySQL, PostgreSQL).
- SSL certificate provisioning and management (including wildcard certs).

5.3. Security Implementation

5.3.1. Perimeter Security

- Next-Generation Firewall (NGFW) deployment.
- Web Application Firewall (WAF) deployment on application tier.
- Anti-DDoS protection and geo-blocking of blacklisted IP ranges.

5.3.2. Application Security

- VAPT (Vulnerability Assessment & Penetration Testing) – CERT-In Empanelled System integrator/managed service provider
- OWASP Top 10 remediation support.
- CMS/LMS security hardening and patch management.

5.3.3. Compliance

- STQC security audit compliance.
- CERT-In incident response and reporting (within 6 hours of critical incidents).
- Data protection measures compliant with DPDP Act 2023.
- ISO 27001 alignment for information security management.

5.4. Managed IT Operations

5.4.1. 24x7 NOC/SOC Services

- Round-the-clock infrastructure monitoring using enterprise-grade tools (Nagios / Zabbix / Dynatrace / SolarWinds equivalent).
- Real-time alerting and automated incident ticketing.
- SIEM integration for log aggregation, threat detection and compliance reporting.
- Monthly infrastructure health reports with SLA compliance metrics.

5.4.2. Patch & Change Management

- OS-level patching (Linux/Windows) – monthly for routine, within 24 hours for critical.
- Application middleware patching (Apache/Nginx/Tomcat/PHP).
- Change Management Board (CMB) process adherence with documented RFCs.

5.4.3. Backup & Recovery

- Daily incremental and weekly full backups of all VMs and databases.
- Backup retention: 30 days (daily), 12 weeks (weekly), 12 months (monthly).
- Offsite backup replication to DR site.
- Quarterly backup restoration drills with documented test reports.

5.5. Bandwidth & Connectivity

- Minimum 1 Gbps dedicated Internet bandwidth at primary DC.
- BGP multi-homed connectivity for ISP redundancy.
- MPLS / IPSEC VPN connectivity between DC and DR sites.
- Dedicated NET connectivity for government intranet access.

5.6. Exclusions from Scope

(The following items are EXCLUDED from the scope of this TOR and shall be managed separately by the Client)

- Application development and software licensing (managed by Client IT Team).
- Domain name registration and renewal.
- Third-party payment gateway integration charges.
- Helpdesk for end-user application queries (managed by Client IT Team).

6. Infrastructure Sizing Methodology

All sizing includes a 30% headroom buffer for growth and burst capacity. Bandwidth sizing is based on 50,000 concurrent users × 2 Mbps average throughput = 100 Gbps aggregate (managed via CDN offload and caching layers).

6.1. User Load Assumptions

Parameter	Normal Load	Peak Load
Total Registered Users	5,00,000	5,00,000
Daily Active Users (DAU)	15,000	50,000
Concurrent Users	2,000	8,000
Peak concurrent (burst)	5,000	15,000
Average Session Duration	12 minutes	12 minutes
API Transactions/Hour	1,80,000	7,20,000

Average Page Weight	800 KB	800 KB
Video Streaming (LMS)	200 simultaneous	800 simultaneous

6.2. Compute Sizing

The following sizing methodology has been applied based on the client's workload profiling, industry benchmarks and MeitY Empanelled Cloud 2.0 flavour specifications:

Tier	CPU (vCores)	RAM (GB)	Qty	Rationale
Web / Reverse Proxy	8 vCPU	16 GB	2 (HA)	Nginx/Apache, SSL termination
Application Server	16 vCPU	32 GB	4 (Load Balanced)	Java/PHP app processing
Database Server (Primary)	32 vCPU	128 GB	1 + 1 Replica	MySQL + PostgreSQL clusters
Cache Server (Redis)	8 vCPU	32 GB	2	Session cache, API cache
LMS / Moodle Server	16 vCPU	64 GB	2 (HA)	Moodle, video streaming
Search Engine (ES/Solr)	8 vCPU	16 GB	1	Library catalogue search
DevOps / CI-CD	8 vCPU	16 GB	1	Jenkins, SonarQube, Nexus
Monitoring / SIEM	8 vCPU	32 GB	1	ELK Stack / Wazuh / Grafana
Jump Server / Bastion	4 vCPU	8 GB	1	Admin access control

6.3. Storage Sizing

Storage Type	Current (TB)	5-Year (TB)	Remarks
Application Data / OS	5 TB	15 TB	OS volumes + app code
Database Storage	10 TB	40 TB	20% annual growth factor
Media / E-Library Assets	20 TB	80 TB	Video, PDF, SCORM content

Backup Storage	40 TB	160 TB	30-day retention policy
Object Storage (CDN origin)	10 TB	50 TB	Static assets, downloads
Log Storage (SIEM)	5 TB	20 TB	90-day hot, 1-year archive

7. Scope of Managed Services & Operations

7.1. L1 / L2 / L3 Support Structure

Level	Scope	Activities	Response SLA
L1 – NOC	24x7 Monitoring	Alert triage, ticket creation, escalation, status updates	Acknowledge: 15 min
L2 – Infrastructure	Server & Network Ops	OS admin, patch mgmt, firewall rules, backup validation	Resolution: 2–4 hours
L3 – Architecture	Advanced Troubleshoot	DB tuning, kernel issues, security incidents, DR activation	Resolution: 4–8 hours

7.2. Reporting Requirements

- Monthly SLA Compliance Report – uptime, incidents, resolution times, backup status.
- Quarterly Security Posture Report – vulnerability findings, patch status, CERT-In advisories.
- Annual Infrastructure Health Assessment – capacity planning, technology refresh roadmap.
- DR Drill Report – biannual, with documented recovery timelines and gaps identified.

7.3. Key Performance Indicators (KPIs)

KPI	Target	Measurement Method
System Uptime (Excluding Maintenance)	≥ 99.5%	Monthly measurement from NOC monitoring tool
Critical Incident Response Time	≤ 15 minutes	Ticket creation timestamp vs alert timestamp
Critical Incident Resolution Time	≤ 4 hours	Ticket closure timestamp
Backup Success Rate	≥ 98%	Backup console daily job report
Patch Compliance (Critical)	100% within 24 hours	Monthly patch audit report

VAPT Issue Closure (Critical)	100% within 30 days	VAPT vendor report vs closure tickets
DR Drill Success Rate	100% (biannual)	DR Drill report signed by Client IT Head
Mean Time to Restore (MTTR)	≤ 4 hours	Average of all P1/P2 incidents

8. Service Level Agreement (SLA) Framework

Service Category	SLA Target	Measurement Window	Penalty Clause
Production Web Application	99.5%	Monthly	0.5% deduction per 0.1% breach
Database Services	99.5%	Monthly	0.5% deduction per 0.1% breach
Backup Services	98.0%	Monthly	0.25% deduction per 1% breach
Network Connectivity	99.5%	Monthly	Proportional to downtime hours
Security Services (WAF/IDS)	99.9%	Monthly	0.5% deduction per incident

- **Severity 1 (Critical, >50% users Impacted):** Immediate Diagnosis and SPOC Escalation.
- **Severity 2:** Restoration of normal operation with workaround where possible.
- **Severity 3 (Normal):** Default Priority, No Business Interruption.
- **Production Support:** 24x7.
- **SLA Metric:** Incidents Meeting SLA ÷ Total Incidents Raised

9. Technical Team Requirements (Onsite)

Role	Qualification	Experience	Certifications
Infrastructure Lead	B.Tech / BE	6+ years	RHCE / AWS / Azure certified
Database Administrator	B.Tech / MCA	5+ years	OCP MySQL / PostgreSQL certified
DevOps / Automation	B.Tech / MCA	4+ years	CKA (Kubernetes) / Docker certified

10. Payment Terms

Sr.	Cost Head	Payment Schedule
1	CSP Cost on Actual Usage	Monthly
2	Management Service Charges	Monthly

Note: Payments to the Successful Bidder shall be made by NITCON subject to receipt of corresponding payment/certification of deliverables from the Client and satisfactory SLA performance.

11. Penalties

The bidder is liable for penalties in case of SLA impact during the assignment as per the details as stated below:

S. No.	SLA Impact	Penalty
1	if SLA is 90% – <95%	1% of quarterly invoice
2	if SLA is <90%	2% of quarterly invoice

Note: Without prejudice to any other rights and remedies available to NITCON under this RFP, the ensuing Contract, or applicable law, any penalty, liquidated damages, service credits, deductions, levies, recoveries, or any other financial liability imposed by the Client upon NITCON on account of any act, omission, delay, default, negligence, breach of contractual obligations, non-compliance with the Service Level Requirements (SLAs), non-performance, deficiency in service, or any other failure attributable to the Successful Bidder, including its personnel, representatives, agents, or approved subcontractors, shall constitute a corresponding liability of the Successful Bidder and shall be recoverable by NITCON to the extent attributable to the Successful Bidder. NITCON shall be entitled to recover such amounts by adjustment against any payments due or becoming due to the Successful Bidder, by invocation of the Performance Security, or through any other contractual or legal remedy available under the Contract.

12. Intellectual Property & Data Governance

12.1. Foreground IP:

All data, configurations, scripts, source code, architecture diagrams, documentation and any other intellectual property created, developed, or customised by the System Integrator/Managed Service Provider in the course of performing the Services ("Foreground IP") shall vest exclusively in and be the sole property of, NITCON/Client of NITCON, from the moment of its creation. The System Integrator/Managed Service Provider hereby assigns and shall procure the assignment by its personnel and subcontractors of, all right, title and interest (including moral rights, to the extent legally capable of assignment) in the Foreground IP to NITCON/Client of NITCON, without any further consideration.

12.2. Background IP:

Where the System Integrator/Managed Service Provider incorporates any pre-existing proprietary tools, frameworks, or software ("Background IP") into the Services or deliverables, it shall disclose the same to NITCON/Client of NITCON in writing prior to use and shall grant NITCON/Client of NITCON a perpetual, irrevocable, royalty-free, non-exclusive licence to use such Background IP to the extent embedded in the deliverables, sufficient for NITCON/Client of NITCON to continue operating the platform post-termination or post-expiry of this Agreement.

12.3. Open-source Components:

The System Integrator/Managed Service Provider shall disclose all open-source or third-party licensed components used in the deliverables, together with their licence terms and shall not incorporate any component under a licence that would impose copyleft or disclosure obligations on NITCON/Client of NITCON proprietary code, without NITCON's/Client of NITCON's prior written approval.

12.4. Ongoing Delivery:

The System Integrator/Managed Service Provider shall deliver a complete, current copy of all source code, configuration files, infrastructure-as-code scripts and documentation to a repository designated and controlled by NITCON/Client of NITCON, on a monthly/ quarterly basis and immediately upon written request and not solely at termination.

12.5. Data:

All data processed, stored, or generated as part of this Agreement is and shall remain the exclusive property of NITCON/Client of NITCON. The system Integrator/Managed Service Provider shall have no right to use, retain, or process such data for any purpose other than performance of the Services.

12.6. Compliance:

The System Integrator/Managed Service Provider shall comply with the Digital Personal Data Protection Act, 2023 and all data must be stored and processed exclusively within data centers located in India.

SECTION 9. BILL OF QUANTITIES (BOQ)

A. SERVER & COMPUTE

i. MeitY Empanelled Cloud 2.0 Cloud Resource Requirement

(Specifications below are MeitY Empanelled Cloud 2.0 VM Flavor Equivalents)

S.No.	Component	Specification	vCPU	RAM (GB)	Storage	Qty	Remarks
1	Web / Load Balancer VM	MeitY Empanelled Cloud M3 Flavor or equivalent	8 vCPU	16 GB	200 GB SSD	2	Active-Active HA
2	Application Server VM	MeitY Empanelled Cloud M4 Flavor or equivalent	16 vCPU	32 GB	500 GB SSD	4	Round-robin LB
3	Database Server VM (Primary)	MeitY Empanelled Cloud M6 Flavor or equivalent	32 vCPU	128 GB	2 TB NVMe	1	MySQL + PostgreSQL
4	Database Replica VM	MeitY Empanelled Cloud M6 Flavor or equivalent	32 vCPU	128 GB	2 TB NVMe	1	Async replication
5	Redis Cache VM	MeitY Empanelled Cloud M3 Flavor or equivalent	8 vCPU	32 GB	200 GB SSD	2	Sentinel HA mode
6	LMS / Moodle VM	MeitY Empanelled Cloud M5 Flavor or equivalent	16 vCPU	64 GB	1 TB SSD	2	Active-Active
7	Search Server VM	MeitY Empanelled Cloud M3 Flavor or equivalent	8 vCPU	16 GB	500 GB SSD	1	Elasticsearch
8	DevOps / CI-CD VM	MeitY Empanelled	8 vCPU	16 GB	500 GB SSD	1	Jenkins, Nexus

		Cloud M3 Flavor or equivalent					
9	Monitoring / SIEM VM	MeitY Empanelled Cloud M4 Flavor or equivalent	8 vCPU	32 GB	1 TB SSD	1	Grafana, Wazuh
10	Bastion / Jump Server	MeitY Empanelled Cloud M1 Flavor or equivalent	4 vCPU	8 GB	100 GB SSD	1	Admin only
11	Backup Server VM	MeitY Empanelled Cloud M4 Flavor or equivalent	8 vCPU	16 GB	5 TB HDD	1	Bacula/Veeam

ii. Object and Block Storage

S.No.	Item	Specification	Capacity	Qty	Remarks
1	Block Storage (SSD)	NVMe-backed, IOPS $\geq$ 5000/vol	50 TB	1 Pool	For DB + App VMs
2	Object Storage	S3-compatible (OpenStack Swift / Ceph)	100 TB	1 Pool	Media, backups, CDN
3	Backup Storage (NAS)	Tier-2 HDD-backed storage	160 TB	1 Pool	30-day retention
4	Archive Storage	Cold Tier / Tape-class object store	200 TB	1 Pool	1-year retention

B. NETWORK & SECURITY INFRASTRUCTURE

i. Security Infrastructure

S.No.	Component	Technical Specification	Qty	Remarks
1	Next-Gen Firewall (NGFW)	10 Gbps NGFW , App-ID, URL filtering, SSL inspection, threat intelligence, HA capable	2	Active-Passive HA pair
2	Web Application Firewall (WAF)	OWASP Top-10 protection, bot detection, API security, 5 Gbps throughput	2	Inline mode
3	IDS / IPS	Network-based IDS/IPS, signature + behavioral analysis, 10 Gbps	2	Bypass mode support
4	SIEM Platform	Log aggregation 10K EPS, 90-day hot storage, threat correlation, compliance reports	1 Instance	ELK/Splunk/Wazuh equivalent
5	Endpoint Protection	Enterprise AV/EDR for all server VMs, centralized console	15 Licenses	All server VMs
6	VPN Gateway	SSL VPN, IPSec Site-to-Site, 500 concurrent VPN users, 2FA support	2	Admin & DR connectivity
7	PAM Solution	Privileged Access Management, session recording, just-in-time access	1 Instance	Admin control
8	DDoS Mitigation	Cloud-based scrubbing, 100 Gbps mitigation capacity, always-on monitoring	1 Service	ISP-level protection
9	SSL Certificates	Wildcard SSL for Client Website, annual renewal, OV/EV grade	2 Certs	Primary + DR domains
10	Anti-Spam Gateway	Email filtering, SPF/DKIM/DMARC enforcement, quarantine management	1 Instance	Outbound email relay

C. SOFTWARE & LICENSING

S.No	Software	Specification / Version	Qty	License Type	Remarks
1	OS – Linux (RHEL)	Red Hat Enterprise Linux 8.x or 9.x, x86_64	15 VMs	Subscription/Annual	All production VMs
2	OS – Ubuntu LTS (Alt)	Ubuntu 22.04 LTS / 24.04 LTS	5 VMs	Open Source	DevOps, monitoring
3	Database – MySQL Enterprise	MySQL 8.x Enterprise, Cluster option, Backup plugin	2 Instances	Annual Subscription	Primary + Replica
4	Database – PostgreSQL	PostgreSQL 15+ with PgBouncer connection pooling	2 Instances	Open Source (Support)	Secondary workloads
5	Application Server	Apache Tomcat 10.x / Nginx 1.24+ (Open Source)	6 Instances	Open Source	Web + App tier
6	Moodle LMS	Moodle 4.3+ LTS, PHP 8.2+	2 Instances	Open Source (Support)	e-Learning platform
7	Backup Software	Veeam Backup for Linux / Bacula Enterprise	15 Agents	Annual License	All VMs covered
8	Monitoring Stack	Grafana Enterprise / ELK Stack / Prometheus	1 Platform	Open Source / Enterprise	NOC dashboard
9	DevOps Tools	Jenkins, SonarQube Community, Nexus Repository OSS	1 Stack	Open Source	CI/CD pipeline
10	Container Platform	Docker CE + Kubernetes (K3s or MicroK8s)	6 Nodes	Open Source	Microservices workloads
11	Virtualization	Provided by Miety Empanelled Cloud (KVM/OpenStack)	–	Included in Cloud	No additional cost
12	SSL Wildcard Certificate	Domain Validated / OV Wildcard cert for Client Website	1 Annual	Annual Renewal	CA preferred

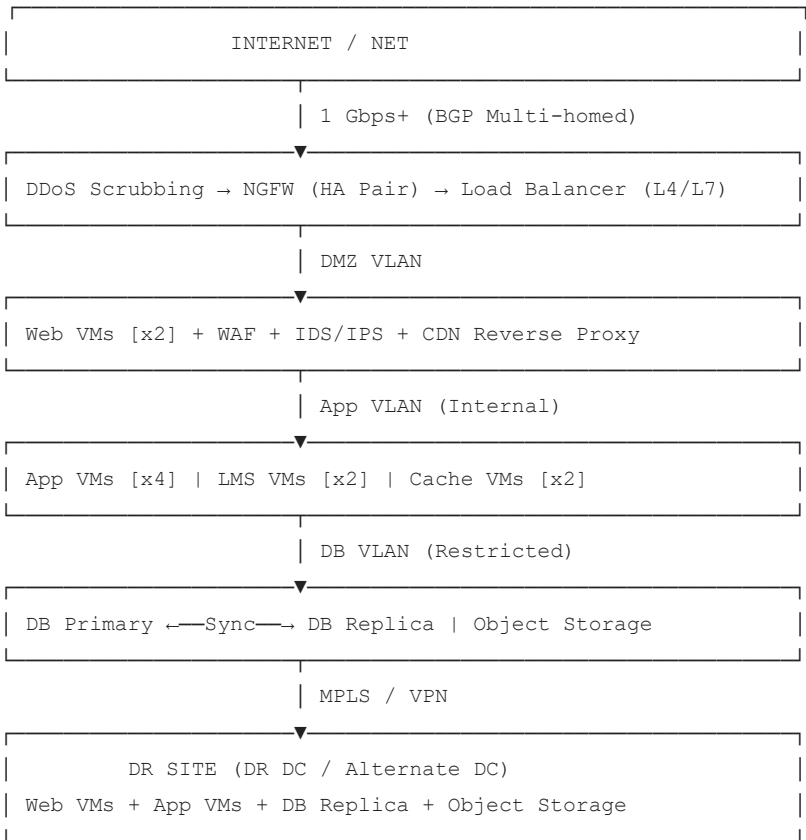
D. DC-DR ARCHITECTURE & REPLICATION STRATEGY

i. Architecture Overview

The proposed architecture follows a DC-DR (Primary Data Center – Disaster Recovery) model hosted on infrastructure with the following key design principles:

- **High Availability (HA):** No single point of failure at compute, network or storage tier.
- **Separation of DMZ:** Public-facing services in DMZ, application and DB tiers in internal network.
- **Defense-in-Depth:** Multi-layer security with NGFW → WAF → IDS/IPS → Application Security.
- **Automated Failover:** As per RPO/RFO Matrix (Clause D (iii))

ii. DC Architecture (Logical)



iii. Recovery Point Objective (RPO)/Recovery Time Objective (RTO) Matrix

Service Tier	RPO Target	RTO Target	Mechanism
Tier 1 – Production DB	≤ 15 minutes	≤ 2 hours	Sync/Async replication to DR Replica
Tier 2 – Application Servers	≤ 1 hour	≤ 4 hours	VM snapshot replication
Tier 3 – Static / CDN Content	≤ 4 hours	≤ 8 hours	Object storage async replication
Tier 4 – Configuration / Backup	≤ 24 hours	≤ 24 hours	Daily incremental backup to DR

Important Note:

Authority may increase / decrease the quantity stated above to the extent of 25%, bidder has to execute the revised quantity at the quoted rate. No price variation requests shall be entertained.

SECTION 10. ANNEXURES

ANNEXURE 1. CHECKLIST OF DOCUMENTS TO BE SUBMITTED

S No.	Document	Submitted (Yes/No)
1	Bid Submission Form	
2	EMD	
3	Power of Attorney	
4	Eligibility Documents	
5	Technical Proposal	
6	Financial Proposal	
7	Project Experience	
8	Team of Professionals	
9	OEM Authorization	
10	CSP Authorization	
11	Financial Statements	
12	Certifications	
13	Compliance Statements	
14	All Other Required Annexures	

ANNEXURE 2. FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

- i. In consideration of the NITCON LIMITED (hereinafter called "NITCON") having agreed to exempt - _____ (hereinafter called "the said System integrator/managed service provider ") from the demand, under the terms and conditions of an Agreement, dated _ made between NITCON and _____ for the _____ project of _____ (hereinafter called "the said Agreement"), of security deposit for the due fulfilment by the said System integrator/managed service provider of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs. ____ (Rupees _____ Only).
- ii. We, (indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of _____ (System integrator/managed service provider) do hereby undertake to pay to the NITCON LIMITED an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the NITCON LIMITED by reason of any breach by the said System integrator/managed service provider of any of the terms or conditions contained in the said Agreement.
- iii. We (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the NITCON LIMITED stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NITCON LIMITED by reason of breach by the said System integrator/managed service provider of any of the terms or conditions contained in the said Agreement or by reason of the System integrator/managed service provider failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding.
- iv. We undertake to pay to the NITCON LIMITED any money so demanded notwithstanding any dispute or disputes raised by the System integrator/managed service provider in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
- v. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the System integrator/managed service provider shall have no claim against us for making such payment.
- vi. We, (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the NITCON LIMITED under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or NITCON LIMITED certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said System integrator/managed service provider and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

- vii. We, (indicate the name of bank) further agree with the NITCON LIMITED that the NITCON LIMITED shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said System integrator/managed service provider from time to time or to postpone for any time or from time to time any of the powers exercisable by the NITCON LIMITED against the System integrator/managed service provider and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said System integrator/managed service provider or for any forbearance, act or commission on the part of the NITCON LIMITED or any indulgence by the NITCON LIMITED to the said System integrator/managed service provider or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- viii. This guarantee will not be discharged due to the change in the constitution of the Bank or the System integrator/managed service provider.
- ix. We, (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NITCON LIMITED in writing.
- x. This guarantee shall be valid for a period of contract period +6 months with effect from (date of LOA).

Dated the _____ day of _____ 2026
For _____

(Indicate the Name of Bank)

ANNEXURE 3. LETTER OF ACCEPTANCE (LOA)

No. _____

Dated:

M/s. _____

(Name and address of the Bidder)

Subject: _____ (Name of the work as appearing in the bid for the work)

Your bid for the work mentioned above has been accepted on behalf of the NITCON LIMITED, at your bided offer as per scope of work given therein. You are requested to submit within 03 (Three) days from the date of issue of this letter:

- i. The performance security/ performance guarantee of Rs. _____ (in figures) Rupees _____ (in words only). The performance security shall be in the shape of term deposit receipt/ bank guarantee of any nationalized / schedule commercial bank.
- ii. Sign the contract agreement.

Please note that the time allowed for carrying out the work as entered in the bid is _____ months including/excluding rainy season, shall be reckoned from the date of signing the contract agreement.

Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required. Therefore, after signing of the agreement, you are directed to contact Engineer-in-charge for taking the possession of site and necessary instructions to start the work.

Managing Director
NITCON Limited, Delhi

ANNEXURE 4. DRAFT AGREEMENT

This AGREEMENT is made on the _____ day of the month of _____ 2026 between NITCON LIMITED having its office at _____ (hereinafter referred to as the “NITCON” which expression shall include its successors) of the first Party and M/s _____ (hereinafter referred to as the “SYSTEM INTEGRATOR / MANAGED SERVICE PROVIDER” which expression shall include its successors) of the Second Party.

Whereas NITCON has issued Tender Document on dated _____ Request for proposal for selection of system integrator/managed service provider for Design, Supply, Provisioning, Migration, Deployment, Operations, Maintenance and Managed Cloud Hosting Services for a Digital Application Platform on MeitY Empanelled Cloud Infrastructure for A GOVERNMENT OF INDIA AUTONOMOUS INSTITUTE as defined in Tender Document (hereinafter referred to as the “Project”).

And whereas the system integrator/managed service provider submitted its proposals for the aforesaid Project, whereby the system integrator/managed service provider represented to NITCON that it had the required experience, professional skills and in the said proposals the system integrator/managed service provider also agreed to provide the Services to NITCON on the terms and conditions as set forth in the Tender Document and this Agreement;

And whereas NITCON, on acceptance of the aforesaid proposal of the System integrator/managed service provider, issued Letter of Acceptance dated _____ (the “LOA”) to the system integrator/managed service provider.

NOW, This AGREEMENT witnesses as follows: -

1. GENERAL

1.1. Definitions and Interpretation

- 1.1.1.** The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:
- a) “Applicable Laws” means the laws and any other instruments having the force of law in India as may be issued and be in force from time to time
 - b) “Agreement” means this Agreement, together with all the Annexure
 - c) “Confidential Information” shall have the meaning set forth in Clause 3.3
 - d) “Conflict of Interest” shall have the meaning set forth in Clause 3.2
 - e) “Effective Date” means the date on which this Agreement is executed
 - f) “INR, Re. or Rs.” means Indian Rupees
 - g) “Personnel” means persons hired by the System integrator/managed service provider and assigned the performance of the Services or any part thereof
 - h) “Party” means the NITCON or the System integrator/managed service provider, as the case may be and “Parties” means both of them
 - i) “Resident Personnel” means such persons who at the time of being hired by System integrator/managed service provider had their domicile inside India
 - j) “Services” means the work to be performed by the System integrator/managed service provider pursuant to this Agreement, as described in the Terms of Reference (TOR)
 - k) “Tender Document” means the Tender Document dated _____ in response to which the System integrator/managed service provider’s proposal for providing Services was accepted

- l) "Terms of Reference" means the work to be performed by System integrator/managed service provider as mentioned in the Tender Document
- m) "Third Party" means any persons or entity other than the Government, NITCON or the System integrator/managed service provider
- n) "Letter of Acceptance" means Letter of Acceptance (LOA) dated_____ issued by NITCON to the System integrator/managed service provider

1.1.2. All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the Tender Document.

1.1.3. Any reference to "Clause" means clause of this Agreement.

1.1.4. The following documents along with all addenda shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:

- i. Agreement
- ii. Tender Document
- iii. Annexure of Tender Document
- iv. Letter of Acceptance

1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the NITCON and the System integrator/managed service provider. The System integrator/managed service provider shall, subject to this Agreement, have complete charge of personnel performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder.

1.3. Rights and Obligations

The mutual rights and obligations of NITCON and the system integrator/managed service provider shall be as set forth in the Agreement;

In particular the system integrator/managed service provider shall carry out the services in accordance with the provisions of this Agreement; and

NITCON shall pay agreed fee to the system integrator/managed service provider in accordance with the payment schedule as set forth in this Agreement/RFP.

1.4. Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the courts in Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English/Hindi language.

1.6. Table of Contents and Headings

The table of contents headings or sub-headings in this Agreement is for convenience of reference only and shall not be used in and shall not affect, the construction or interpretation of this Agreement.

1.7. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall: in the case of the system integrator/managed service provider, be given by facsimile and by letter delivered by registered post/speed post to the address given below:

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

in the case of NITCON, be given by facsimile and by letter delivered by registered post/speed post to the address given below:

General Manager, NITCON Limited

Corporate Office: 317-A, 3rd Floor, D21 Corporate Park, Sector 21, Dwarka, New Delhi, 110077

1.8. Any action required or permitted to be taken and any document required or permitted to be executed, under this Agreement by NITCON or the system integrator/managed service provider, as the case be, may be taken or executed by the officials duly authorized by parties to this Agreement.

1.8.1. NITCON may designate one of its officials as the Representative of NITCON. Unless otherwise notified; NITCON Representative shall be:

The General Manager, NITCON Limited

Corporate Office: 317-A, 3rd Floor, D21 Corporate Park, Sector 21, Dwarka, New Delhi, 110077

Contact Number: 8368040155

1.8.2. The system integrator/managed service provider may designate one of its employees as system integrator/managed service provider's representative. Unless otherwise notified, the system integrator/managed service provider's representative shall be:

Name:

Email:

Mobile:

Telephone:

1.9. Taxes and duties

Unless otherwise specified in this Agreement, the system integrator/managed service provider shall pay all such taxes (including GST), duties, fees and other impositions as may be levied under the Applicable Laws and NITCON shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it under Applicable Laws.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1. Effectiveness of Agreement

This Agreement shall come into force and effect on the date of execution of this Agreement “The effective date”

2.2. Commencement of Services

The system integrator/managed service provider shall commence the Services within 10 (ten) days from the effective date.

2.3. Termination of Agreement for failure to Commence Services

If the system integrator/managed service provider does not commence the services within the period specified in Clause 2.2 above, NITCON may, by not less than 30 (thirty) day's notice to the system integrator/managed service provider, call upon it to commence the work. If the system integrator/managed service provider fails to commence the work within stipulated time, NITCON may terminate this Agreement and in that event, the Performance Security in the form of Bank Guarantee shall be invoked by NITCON.

2.4. Exit Management and Transition-Out

2.4.1. Transition Period: Upon termination or expiry of this Agreement for any reason, the System Integrator/Managed Service Provider shall, for a period of up to 90 (ninety) days from the date of such termination or expiry ("Transition Period"), continue to provide the Services at the existing Service Levels and shall render all reasonable assistance to NITCON/Client of NITCON and/or its successor service provider to ensure an orderly and seamless transition, at no additional cost other than pro-rata fees for Services actually rendered during the Transition Period.

2.4.2. Data and Asset Handover: Within 15 (fifteen) days of receipt of a notice of termination or expiry, the system Integrator/Managed Service Provider shall provide NITCON/Client of NITCON with a complete and current copy of all data, source code, configurations, credentials, documentation and other assets, in a non-proprietary, commonly usable format, free of any licence restriction that would impede their use by NITCON/Client of NITCON or its successor.

2.4.3. Knowledge Transfer: The System Integrator/Managed Service Provider shall make available key personnel to conduct knowledge-transfer sessions with NITCON/Client of NITCON nominated team or successor service provider during the Transition Period.

2.4.4. No Withholding: The System Integrator/Managed Service Provider shall not withhold, delete, encrypt, or otherwise render inaccessible any data or asset belonging to NITCON/Client of NITCON on account of any dispute regarding fees, penalties, or otherwise and shall have no lien over such data or assets.

2.4.5. Survival: The obligations under this Clause shall survive the termination or expiry of this Agreement.

2.5. Expiration of Agreement

Unless terminated earlier, this Agreement shall expire after three (3) years from the effective date and a period of two (2) years shall be extendable on mutual consent.

2.6. Entire Agreement

This Agreement and the RFP Annexures together constitute a complete and exclusive statement of the terms of the Agreement between the Parties on the subject hereof and no amendment or modifications hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn: Provided, however, that the obligations of the system integrator/managed service provider arising out of the provisions of the Tender Document shall continue to subsist and shall be deemed as part of this Agreement.

2.7. Modifications of Agreement

Modification of the terms and conditions of this Agreement may only be made by written agreement between the Parties hereof, however, each Party shall give due consideration to any proposals for modifications made by the other Party.

2.8. Assignment and Sub-Contracting

- 2.8.1.** The System Integrator/Managed Service Provider shall not assign, novate, transfer, or sub-contract this Agreement, or any part of the Services, to any third party without the prior written consent of NITCON/Client of NITCON, which consent may be withheld at NITCON/Client of NITCON sole discretion.
- 2.8.2.** Any change in the shareholding or control of the System Integrator/Managed Service Provider resulting in a change of control shall be notified to NITCON/Client of NITCON in writing within 15 (fifteen) days and NITCON/Client of NITCON shall have the right to terminate this Agreement if it reasonably determines that such change of control is prejudicial to the interests of NITCON/Client of NITCON.
- 2.8.3.** Notwithstanding any approved sub-contracting, the System Integrator/Managed Service Provider shall remain fully and solely liable for the performance of the Services and for the acts, omissions and defaults of any approved subcontractor as if they were its own.

2.9. Force Majeure

2.9.1. Definition:

For the purposes of this Agreement, "**Force Majeure**" means an event or circumstance beyond the reasonable control of the affected Party, which could not have been foreseen, prevented, avoided, or overcome by the exercise of reasonable diligence and which materially and adversely affects the performance of its obligations under this Agreement, rendering such performance impossible or so impracticable as to be reasonably considered impossible.

Force Majeure events shall include, but not be limited to:

- b. Acts of God, including earthquakes, floods, cyclones, storms, lightning, landslides, volcanic activity, drought, or other natural calamities;
- c. Fire, explosion, epidemic, pandemic, or any other public health emergency, including restrictions imposed by the Central Government, State Government, or any statutory authority in response thereto;
- d. War (whether declared or undeclared), invasion, armed conflict, act of foreign enemy, hostilities, terrorism, sabotage, blockade, embargo, military action, or civil war;

- e. Riot, civil commotion, civil unrest, insurrection, rebellion, revolution, or widespread law and order disturbances;
- f. Nationwide or regional strikes, lockouts, or industrial disputes, provided such events are beyond the reasonable control of the affected Party and are not confined to its own employees or subcontractors;
- g. Any act, order, notification, regulation, restriction, prohibition, requisition, or direction of the Central Government, State Government, judicial authority, or any statutory or regulatory authority that directly prevents or materially delays the performance of the Agreement;
- h. Any other event of a similar nature beyond the reasonable control of the affected Party which materially affects the performance of its contractual obligations.

2.9.2. Not constitute Force Majeure:

- a. Any event arising out of or attributable to the negligence, wilful misconduct, fraud, breach of contract, omission, or default of the affected Party, its employees, agents, affiliates, or subcontractors;
- b. Failure to obtain any statutory approval, permit, licence, or authorization due to the fault or delay of the affected Party;
- c. Shortage or non-availability of manpower, equipment, materials, utilities, transportation, or other resources arising from commercial or operational reasons within the control of the affected Party;
- d. Financial hardship, insufficiency of funds, cash flow constraints, increase in costs, market fluctuations, inflation, or failure to make any payment required under this Agreement;
- e. Any event which a prudent and diligent Party could reasonably have anticipated, prevented, mitigated, or overcome through the exercise of reasonable skill, care and diligence.

2.9.3. Not breach of Agreement:

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure. Provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.9.4. Obligations in the Event of Force Majeure:

- a. The Party affected by a Force Majeure event ("Affected Party") shall promptly notify the other Party in writing of the occurrence of such event, but in any case, not later than fourteen (14) days from the date of its occurrence. The notice shall contain reasonable particulars of the Force Majeure event, including its nature, cause, anticipated duration, the obligations affected and, wherever practicable, supporting documentary evidence issued by the competent authority.
- b. The Affected Party shall exercise all reasonable diligence and take all necessary and commercially reasonable measures to mitigate the effects of the Force Majeure event and to restore its ability to perform its obligations under the Agreement at the earliest possible opportunity. The Affected Party shall keep the other Party informed at reasonable intervals regarding the status of the Force Majeure event and the steps being taken to mitigate its impact.

- c. The Affected Party shall promptly notify the other Party in writing upon the cessation of the Force Majeure event and shall immediately resume performance of its contractual obligations to the extent practicable.
- d. During the continuance of the Force Majeure event, the obligations of the Affected Party shall be suspended only to the extent that such obligations are prevented or delayed by the Force Majeure event. The Affected Party shall not be excused from the performance of any obligation that is not directly affected by the Force Majeure event.
- e. Both Parties shall cooperate in good faith and take all reasonable measures to minimize the consequences of the Force Majeure event, avoid unnecessary delay and ensure the earliest possible resumption of normal performance under the Agreement.

2.9.5. Payments:

During the period of its inability to perform the Services as a result of an event of Force Majeure, the system integrator/managed service provider shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the services and in reactivating the Services after the end of such period. Such expenses will be approved by NITCON to the system integrator/managed service provider on providing proper justification and certificate from their auditors for such expenses on the format as may be decided by NITCON.

2.9.6. Consultation:

As soon as possible but not later than 30 (thirty) days after the system integrator/managed service provider has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.10. Suspension of Agreement

NITCON may, by written notice to the system integrator/managed service provider, without any obligation (financial or otherwise) suspend all the payments to the system integrator/managed service provider hereunder if the system integrator/managed service provider shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services: Provided that such notice of suspension shall specify the nature of the breach or failure and shall provide an opportunity to the system integrator/managed service provider to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt of such notice of suspension by the system integrator/managed service provider.

2.11. Termination of Agreement

2.11.1. By the Authority (NITCON)

NITCON may, by not less than 30 (thirty) days written notice of termination to the system integrator/managed service provider, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a) After 30 (thirty) from the date of suspension of Agreement under Clause 2.9; or
- b) System integrator/managed service provider becomes insolvent or bankrupt; or
- c) System integrator/managed service provider goes into liquidation; or
- d) System integrator/managed service provider fails to perform any of its obligation under this Agreement; or

- e) System integrator/managed service provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 2.11 hereof; or the system integrator/managed service provider submits to NITCON/Client of NITCON a statement which has a material effect on the rights, obligations or interests of NITCON/Client of NITCON and which the system integrator/managed service provider knows to be false; or any document, information, data or statement submitted by the system integrator/managed service provider in its Proposals, based on which the system integrator/managed service provider was considered eligible or successful, is found to be false, incorrect or misleading.

2.11.2. By the System Integrator/Managed Service Provider

The system integrator/managed service provider may, by not less than 30 (thirty) days written notice to NITCON, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a) NITCON is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 (thirty) days (or such longer period as the system integrator/managed service provider may have subsequently agreed in writing) from the date of receipt of notice by NITCON
- b) NITCON fails to comply with any final decision reached as a result of arbitration pursuant to Clause 2.10 hereof.

2.11.3. Cessation of Rights and Obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9, or upon expiration of this Agreement pursuant to Clause 2.4, all rights and obligations of the Parties hereunder shall cease, except

- a) such rights and obligations as may have accrued on the date of termination or expiration,
- b) the obligation of confidentiality set forth in Clause 3.3,
- c) the system integrator/managed service provider's obligation to permit inspection, copying and auditing of its accounts and records and the remedy available under the Arbitration and Conciliation Act, 1996.

2.11.4. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 the system integrator/managed service provider shall, immediately upon receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.11.5. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or Clause 2.9.2 hereof, NITCON shall make the following payments to the system integrator/managed service provider (after offsetting against these payments any amount that may be due from the system integrator/managed service provider to NITCON):

- a) payment pursuant to Clause 4 hereof for services satisfactorily performed till the date of termination; and
- b) except in the case of termination pursuant to Clause 2.9.1 hereof, reimbursement of any reasonable direct documented costs incidental to the prompt and orderly termination of the Agreement

2.12. Dispute Resolution

2.12.1. Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this Agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other Party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid manner within 15 (fifteen) days from the date of receipt of written notice, the matter will be referred for Arbitration. Decision of MANAGING DIRECTOR – NITCON LIMITED shall be final and binding on both the parties.

2.12.2. Arbitration

In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted by a Sole Arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the Parties to the identity or appointment of such Sole Arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by NITCON and other appointed by system integrator/managed service provider and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted at Delhi and following are agreed:

- a) When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement;
- b) The arbitration award shall be final and binding on the Parties;
- c) The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for Counsel);
- d) The award shall be made in English language.

3. OBLIGATIONS OF THE SYSTEM INTEGRATOR/MANAGED SERVICE PROVIDER

3.1. General

3.1.1. Standards of Performance

The system integrator/managed service provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The system integrator/managed service provider shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to NITCON and shall at all times support and safeguard NITCON's legitimate interests in any dealings with Third Parties.

3.1.2. Terms of Reference

The Scope of Works to be performed by the system integrator/managed service provider are specified in the Terms of Reference of the Tender. The system integrator/managed service provider shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3. Applicable Laws

The System integrator/managed service provider shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all Personnel and agents of the System integrator/managed service provider comply with the Applicable Laws.

3.2. Conflict of Interest

The System integrator/managed service provider shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The dedicated team deployed by system integrator/managed service provider shall not engage in activities that conflict with the interest of NITCON (only during the tenure of this Agreement) under this Agreement other than a continuation of the Services under the ongoing contract. It should be the requirement of the assigned works that the system integrator/managed service provider should provide professional, objective and impartial advice and at all times hold NITCON's interest paramount and that in providing advice they avoid conflicts with other assignments and their own corporate interests.

3.3. Non-Solicitation

Neither Party shall, during the term of this Agreement and for a period of 12 (twelve) months thereafter, solicit for employment or engage, directly or indirectly, any employee or personnel of the other Party who was involved in the performance of this Agreement, without the prior written consent of the other Party.

3.4. Confidentiality

- 3.4.1.** The system integrator/managed service provider and its personnel shall not, either during the term of contract or within 5 (five) years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design, software or other material, whether written or oral, in electronic or magnetic format and the contents thereof and any reports, digests or summary etc. created or derived from any of the foregoing that is provided by NITCON/Client of NITCON; to the system integrator/managed service provider and a personnel of system integrator/managed service provider. System integrator/managed service provider and its personnel shall not disclose any information provided by or relating to NITCON/Client of NITCON, its technology, technical processes, business affairs or finances or any information relating to NITCON's/Client of NITCON's employees, officers or other professionals or suppliers, customers, or contractors of NITCON/Client of NITCON; and any other information which the system integrator/managed service provider is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent NITCON/Client of NITCON. Notwithstanding the aforesaid, the system integrator/managed service provider and its personnel may disclose Confidential Information to the extent that such confidential Information was in the public domain prior to its delivery to the system integrator/managed service provider and its personnel or becomes a part of the public knowledge from a source other than the system integrator/managed service provider and its personnel; is

required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that before any such disclosure, the system integrator/managed service provider, shall give NITCON/Client of NITCON, written notice and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;

3.4.2. NITCON will treat all information, submitted by system integrator/managed service provider as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. NITCON may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privileges of the statutory entity.

3.5. Liability of the System Integrator/Managed Service Provider

The aggregate liability of the System Integrator/Managed Service Provider arising out of or in connection with this Agreement, whether in contract, tort, or otherwise, shall not exceed an amount equal to 150% of the total assignment fee (excluding taxes) payable under this Agreement.

Provided that the foregoing limitation shall not apply to and the System Integrator/Managed Service Provider's liability shall be uncapped in respect of:

- a) Fraud or Wilful Misconduct;
- b) Gross Negligence;
- c) Breach of the confidentiality obligations under Clause 3.3;
- d) Infringement of any third party's intellectual property rights;
- e) Any data breach, unauthorised access, or loss of data attributable to the System Integrator/Managed Service Provider, including any resulting statutory penalty imposed under the Digital Personal Data Protection Act, 2023 or any other Applicable Law;
- f) Death of or bodily injury to any person, or damage to physical/tangible property, caused by the System Integrator/Managed Service Provider's negligence; and
- g) The System Integrator/Managed Service Provider's indemnification obligations under Clause 10.

Nothing in this Clause shall limit or affect the right of NITCON/Client of NITCON to invoke the Performance Security or to claim liquidated damages/SLA penalties under this Agreement, which shall be recoverable in addition to and not in derogation of, any other remedy available under this Clause.

3.6. Warranty / Defect Liability

The System Integrator/Managed Service Provider warrants that the Services and all deliverables shall conform to the specifications set out in the Terms of Reference and be free from material defects. Any defect, error, or non-conformity identified within 90 (ninety) days of acceptance of the relevant deliverable shall be rectified by the System Integrator/Managed Service Provider at its own cost and within a timeline to be mutually agreed, without prejudice to NITCON/Client of NITCON rights under Clause 9 (Penalty for Delay) and Clause 10 (Indemnity).

3.7. Insurance to be taken out by the System Integrator/Managed Service Provider

The system integrator/managed service provider shall take out and maintain at his own cost, insurance against the risks and for the coverage and at NITCON/Client of NITCON request, shall provide evidence to NITCON/Client of NITCON showing that such insurance has been taken out and maintained and that the current premiums thereof have been paid.

3.8. System Integrator/Managed Service Provider's actions requiring NITCON's/Client of NITCON's prior Approval

NITCON/Client of NITCON will not normally consider any request of the system integrator/managed service provider for substitution of key personnel. Substitution, will, however be permitted if the key personnel is not available for reasons of any incapacity or due to bad health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of NITCON/Client of NITCON.

3.9. Documents/Information prepared by the System Integrator/Managed Service Provider to be property of NITCON/Client of NITCON

All reports/documents/information and other data/documents prepared by the system integrator/managed service provider in performing the Services shall become and remain the property of NITCON/Client of NITCON and the system integrator/managed service provider shall, after termination or expiration of this Agreement, deliver all such documents to NITCON/Client of NITCON, together with a detailed inventory thereof. The System integrator/managed service provider may retain a copy of such documents/data. The system integrator/managed service provider shall not use these documents/data for purposes unrelated to this Agreement.

3.10. Accuracy of Documents

The System integrator/managed service provider shall be responsible for accuracy of work as part of these Services. Subject to the provisions of Clause 3.4, it shall indemnify NITCON/Client of NITCON against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the system integrator/managed service provider or arises out of its failure to conform to good industry practice. The system integrator/managed service provider shall also be responsible for promptly correcting the same, at its own cost and risk.

4. PAYMENT TO THE SYSTEM INTEGRATOR/MANAGED SERVICE PROVIDER

The payment shall be made on satisfactory completion of all activities/ roles/ duties, to the satisfaction of NITCON/Client of NITCON Payment of bills of the event, will be done after successful completion of the event only, subject to receipt of corresponding payment/certification of deliverables from the Client. No advance payment whatsoever, will be made to the system integrator/managed service provider.

5. CURRENCY OF PAYMENT

All payments shall be made in Indian Rupees.

6. SEVERABILITY

If at any time any provision of this Agreement becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement.

The parties agree to furnish/execute such further or other documents/papers for giving fullest effect to the Scope of Work as may be required by NITCON/Client of NITCON.

7. JURISDICTION OF COURTS:

All disputes arising out of this Agreement shall be subject to the jurisdiction of the Courts at Delhi only.

8. PERFORMANCE SECURITY:

The system integrator/managed service provider has furnished the Performance Security of an amount equal to 5% of the value of work, i.e. INR _____ only by way of Bank Guarantee, the details of which are mentioned as below:

.....

The validity period of Bank Guarantee of Performance Security shall be contracting period+ 6 months from the date of issuance of LOA/Work-Order or Issuance of Final Completion Certificate whichever is later.

9. PENALTY FOR DELAY:

If the progress of assignment is found to be non-satisfactory or delayed at any point of time, NITCON reserves the right to impose penalty. Without prejudice to any other rights and remedies available to NITCON under this RFP, the ensuing Contract, or applicable law, any penalty, liquidated damages, service credits, deductions, levies, recoveries, or any other financial liability imposed by the Client of NITCON upon NITCON on account of any act, omission, delay, default, negligence, breach of contractual obligations, non-compliance with the Service Level Requirements (SLAs), non-performance, deficiency in service, or any other failure attributable to the system integrator/managed service provider, including its personnel, representatives, agents, or approved subcontractors, shall constitute a corresponding liability of the system integrator/managed service provider and shall be recoverable by NITCON to the extent attributable to the system integrator/managed service provider. NITCON shall be entitled to recover such amounts by adjustment against any payments due or becoming due to the system integrator/managed service provider, by invocation of the Performance Security, or through any other contractual or legal remedy available under the Agreement.

10. INDEMNITY:

The System Integrator/Managed Service Provider shall defend, indemnify and keep indemnified NITCON/Client of NITCON, its officers, employees and representatives, from and against any and all losses, damages, liabilities, costs and expenses (including reasonable legal costs) arising out of or in connection with:

- a) Any fraud, wilful misconduct, or gross negligence of the System Integrator/Managed Service Provider or its personnel, agents, or approved subcontractors;
- b) Any breach of the confidentiality obligations under Clause 3.3;

- c) Any infringement or alleged infringement of any third party's intellectual property rights arising from the Services or deliverables provided by the System Integrator/Managed Service Provider;
- d) Any claim by a third party, including any regulatory authority, arising from a data breach, unauthorised disclosure, or non-compliance with the Digital Personal Data Protection Act, 2023 or other data protection law attributable to the System Integrator/Managed Service Provider; and
- e) Any claim by a third party in respect of death, bodily injury, or damage to property caused by the System Integrator/Managed Service Provider's acts or omissions in the performance of the Services.

The indemnity under this Clause shall survive the termination or expiration of this Agreement and shall not be subject to the limitation of liability under Clause 4, save as expressly stated therein.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of System Integrator/Managed Service Provider:

(Signature of Authorized Representative)
(Name)
(Designation)
(Address)

For and on behalf of NITCON:

(Signature of Authorized Representative)
(Name)
(Designation)
(Address)

Witnesses:

1. Signature, Name, Designation & Address
2. Signature, Name, Designation & Address