# Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE)

Request for Proposal
For
Data Centre Hosting & Network Connectivity Services

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| Tender No. | 2014-15/IT/03 |
| Tender Issue Date | October 02, 2014 |
| Date & Time of pre-bid meeting | October 13, 2014, 11:00 pm |
| Last date for bid submission | October 22, 2014, 3:00 pm |
| Tender Closing Time | October 22, 2014, 4:30 pm |
| Date of opening of Minimum Eligibility Technical Bids | October 22, 2014, 4:45 pm |
| Tender Cost | ₹1000/- (Rupees One thousand only) |
| Earnest Money Deposit | ₹1,75,000/- (Rupees One Lakh Fifty Thousand only) |



CREDIT GUARANTEE FUND TRUST FOR
MICRO AND SMALL ENTERPRISES (CGTMSE)
MSME Development Centre, 7th Floor, C-11, 'G' Block,
Bandra Kurla Complex, Bandra (E), **Mumbai - 400 051**

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# Critical Information

(RfP No. 2014-15/IT/03   Dated 02/10/2014)

| SNo. | Events | | Date | Time |
|------|--------|--|------|------|
| 1 | Last date for seeking clarifications for pre-bid meeting | | October 10, 2014 | 5:00 pm |
| 2 | Pre Bid meeting (*no clarifications would be given after pre-bid meeting*) | | October 13, 2014 | 11:00 am |
| 3 | Last date for submission of bids | | October 22, 2014 | 3:00 pm |
| 4 | Tender closing date & time | | October 22, 2014 | 4:30 pm |
| 5 | Address for Bid Submission | | **The General Manager** Credit Guarantee Fund Trust for Micro & Small Enterprises (CGTMSE) 7th Floor, MSME Development Centre Plot No. C-11, G Block, Bandra Kurla Complex , Bandra (E), **Mumbai - 400051** Phone: 022-61437818, Fax: 26541821 | |
| 6 | Date & Time of Opening of Minimum Eligibility bid & Technical bid | | October 22, 2014 | 4:45 pm |
| 7 | Date and time of opening of commercial bids | | To be intimated at a later date | |
| 8 | Bid Validity | | **90 days** from the last date of bid submission. | |
| 9 | Presentations to be made by bidders | | The bidders are required to arrange for Presentation & Site visit during the period **October 28-31, 2014**. Tentative schedule must be indicated in '**Annexure-I.Bid Covering letter**'. | |
| 10 | Site visit | | | |
| 11 | Contact details of CGTMSE officials | S. N. Sadhwani, DGM | 022-61437807, snsadhwai@cgtmse.in | |
| | | Narender Kumar, AGM (Systems) | 022-61437812, narender@cgtmse.in | |
| | | A.V. Syam Sundar, M (Systems) | 022-61437812, avshyam@cgtmse.in | |

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# Notice

# Important Terms

Some terms have been used in the document interchangeably for the meaning as mentioned below:

- 'Trust' means 'Credit Guarantee Fund Trust for Micro and Small Enterprises' Or CGTMSE.
- 'Bidder' means the respondent to the RFP document.
- 'Successful Bidder' refers to the bidder who gets selected by the Trust after completion of evaluation process.
- 'Service Provider' refers to the successful bidder who provides services to the Trust after the contract is awarded by the Trust, also abbreviated as 'SP'.
- 'RFP' or 'Tender' means the Request for Proposal document
- 'DC' means Data Center, 'DR' means Disaster Recovery site.
- 'Bid' may be referred to as 'Offer'.

# Glossary

| Acronym | Description |
|---------|-------------|
| DC | Data Center |
| AMC | Annual Maintenance Contract |
| ATS | Annual Technical Support |
| BG | Bank Guarantee |
| DR | Disaster Recovery |
| EMD | Earnest Money Deposit |
| MAF | Manufacturer Authorisation Form |
| OEM | Original Equipment Manufacturer |
| PBG | Performance Bank Guarantee |

# Annexure/ Appendix Details

| Annexure/ Appendix Number | Description |
|---------------------------|-------------|
| Annexure-I | Bid Covering Letter |
| Annexure-II | Minimum Eligibility Bid |
| Annexure-III | Technical Bid |
| Annexure-IV | Commercial Bid |
| Annexure-V | Declaration Regarding Clean Track Record |
| Annexure-VI | Statement of Deviations |
| Annexure-VII | Letter of Competence |
| Annexure-VIII | Power of Attorney |
| Annexure-IX | Performance Bank Guarantee |
| Annexure-X | Letter of Conformity |
| Annexure-XI | EMD / PERFORMACE SECURITY FORM |
| Annexure-XII | NON-DISCLOSURE AGREEMENT |
| Annexure-XIII | Bank Mandate Form |
| Annexure-XIV | Support Escalation Matrix |
| Appendix to Annexure-III | Solution Architecture and Implementation Plan |

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# Table of Contents

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# 1. Introduction and Disclaimers

## 1.1 Purpose of RfP

1. The purpose of RfP is to shortlist a vendor by the Trust for providing Co-location of CGTMSE's servers at Data Centre (DC) at Mumbai (including Navi Mumbai) & Disaster Recovery (DR) Centre at different seismic zone (lower than the seismic zone of Data Centre location) in India, Data Centre related services, providing network connectivity between DC and CGTMSE, selection of DR Site, Anti-spam service and Internet connectivity at CGTMSE's office **w.e.f. January 01, 2015 for a period of 05 years,** extendable for a maximum period of 01 year on the same terms and conditions**.**

2. While the selection of DR site shall be done as part of the deliverables under this RfP, necessary hardware, software and licenses required to set up the DR site shall be procured and deployed by CGTMSE at a later date, for which separate purchase order shall be placed at the rates not exceeding the rate being contracted in this RfP.

3. This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Trust and any successful bidder as identified by the Trust after completion of the selection process.

4. The tender methodology being followed is under Three Bid System viz. **1) Pre-qualification**/ **Eligibility Criteria 2) Technical bid** and **3) Commercial bid**.

## 1.2 Information Provided

1. The RfP document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with CGTMSE. Neither CGTMSE nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither CGTMSE nor any of its employees, agents, contractors, or advisers have carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

## 1.3 Disclaimer

1. Subject to any law to the contrary, and to the maximum extent permitted by law, CGTMSE and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RfP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of CGTMSE or any of its officers, employees, contractors, agents, or advisers.

## 1.4 Costs to be borne by Respondents

1. All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations/ presentations, etc. and

providing any additional information required by CGTMSE, will be borne entirely and exclusively by the Respondent.

## 1.5 No Legal Relationship

1. No binding legal relationship will exist between any of the Respondents and CGTMSE until the issues of purchase order / execution of a contractual agreement.

## 1.6 Recipient Obligation to inform itself

1. The Recipient must conduct its own investigation and analysis regarding any information contained in the RfP document and the meaning and impact of that information.

## 1.7 Evaluation of Offers

1. Each Recipient acknowledges and accepts that the Trust may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor, not limited to those selection criteria set out in this RFP document.

2. The issuance of RfP document is merely an invitation of offers and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

## 1.8 Acceptance of Selection Process

1. Each Recipient having responded to this RfP acknowledges have reading, understanding and accepts the selection & evaluation process mentioned in this RfP document. The Recipient ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.

## 1.9 Errors and Omissions

1. Each Recipient should notify CGTMSE of any error, omission, or discrepancy found in this RfP document but not later than 10 (ten) working days prior to the due date for submission of bids.

## 1.10 Acceptance of Terms

1. Recipient will, by responding to CGTMSE for RfP, be deemed to have accepted the terms as stated in this RfP.

## 1.11 Requests for Proposal

1. Recipients are required to direct all communications related to this RfP, through the Nominated Point of Contact person:

   Contact      : Shri S S Bakshee
   Position     : General Manager
   Email        : ssbakshee@cgtmse.in
   Telephone    : +91 - 22 – 61437818
   Fax          : +91 - 22 – 26541821

2. CGTMSE may, in its absolute discretion, seek additional information or material from any Respondents after the RfP closes and all such information and material provided must be taken to form part of that Respondent's response.

3.  Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly. These details should also be written/ printed without fail on each of the bids envelopes as well.

4.  CGTMSE may, in its absolute discretion, engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.

## 1.12 Notification

1.  CGTMSE will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of their RfP response.

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# 2. RfP Response

## 2.1 Bid Price

1. Non-refundable Bid Price of **₹1,000/- (₹ One Thousand only)** by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled Bank, favoring '**Credit Guarantee Fund Trust for Micro and Small Enterprises**' or '**CGTMSE**' payable at Mumbai, must be submitted separately along with RFP response. The Trust may, at its discretion, reject any bid where the bid price has not been furnished with the RFP response.

## 2.2 Earnest Money Deposit (EMD)

1. All the responses must be accompanied by a refundable interest free security deposit of **₹1,75,000/- (₹ One Lakh Seventy Five Thousand only**) in the form of Demand Draft / Banker's Cheque drawn on a scheduled Bank in favour of '**Credit Guarantee Fund Trust for Micro and Small Enterprises**' or '**CGTMSE**' payable at Mumbai or Bank Guarantee (BG) as per format prescribed in **Annexure-XI**. No interest will be paid on EMD and it could be forfeited in case of default as per clause 5.5.

## 2.3 Bid Submission Closing Date

1. RFP Response should be received by Trust not later than date and time mentioned in '**Critical Information**' section above, at its Office premises.

2. In the event of the specified date for the submission of bids, being declared a holiday for the Trust, the bids will be received up to the prescribed time on the next working day.

3. The Trust may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Trust and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## 2.4 Bid Validity Period

1. The Bids must remain valid and open for evaluation according to their terms for a period of **90 days** from the last date of the submission of bids.

2. In exceptions circumstances the Trust may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.

3. The Trust, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary

## 2.5 Late RFP Policy

1. Responses received after the due date / time i.e. bid submission date/ time would be considered late and may not be accepted or opened. Late received bids shall be returned un-opened **within 02 weeks from the bid submission date**.

## 2.6 Receiving of RFP Response

1. Receiving of RFP response will be recorded by CGTMSE in a '**Bid Receipt Register**' kept for the purpose upon receiving the RFP response. The submission of the response should be in the format outlined in this RFP and should be submitted preferable through hand delivery. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through

Fax mode, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of the Trust. The Recipient shall be deemed to have licensed, and granted all rights to the Trust to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

## 2.7 Modification And/ Or Withdrawal of Bids:

1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Trust, prior to the deadline prescribed for submission of bids.

2. The Bidder modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

3. No bid may be modified after the deadline for submission of bids.

4. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form.

5. Trust has the right to reject any or all tenders received without assigning any reason whatsoever. Trust shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

## 2.8 Opening of Bids by the Trust

1. On the scheduled date and time, bids will be opened by the Trust's Committee in the presence of bidder representatives. It would be the responsibility of the bidder's representatives to be present at the date, time and at the place specified in the tender document. The bidders' representatives who are present shall sign in a register/ sheet evidencing their attendance.

2. The Bidder name and presence or absence of requisite RfP cost, EMD and such other details as the Trust, at its discretion may consider appropriate will be announced at the time of Pre-qualification/ Eligibility & technical bid opening opening. No bid shall be declared as rejected at the time of bid opening, except for late received bids.

3. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

4. In the event of the specified date for the opening of bids, being declared a holiday for the Trust, the bids will be opened at the same time on next working day.

## 2.9 Requests for information

1. Recipients are required to direct all communications for any clarification related to this RFP, to the designated Trust officials and must communicate the same in writing by the time mentioned in '**Critical Information**' section above. No query / clarification would be entertained over phone.

2. All queries relating to the RFP, technical or otherwise, must be in writing only and may be sent via email. The Trust will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.

However, the Trust will not answer any communication reaching the Trust later than the time stipulated for the purpose.

3. The Trust may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.

4. The Trust may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes, to clarify any response.

## 2.10 Pre-Bid Meeting

1. The Trust shall hold a pre-bid meeting on the date and time mentioned in '**Critical Information**' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.

2. It would be the responsibility of the Bidders representatives to be present at the venue of the meeting.

3. Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the 'Critical Information' section. Trust shall have the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Trust, together with amendment to the bidding document, if any, will be posted on the Trust (**URL: www.cgtmse.in/tenders.html**) website and Central Public Procurement Portal (CPPP) within **05 working days** of the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.

5. If CGTMSE, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then CGTMSE reserves the right to communicate such response to all Respondents.

## 2.11 Disqualification

1. Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

## 2.12 Selection process

1. Successful Bidder will be selected through a three bids evaluation process:
   i) Pre-qualification/ Eligibility evaluation
   ii) Technical evaluation
   iii) Commercial evaluation

## 2.13 Details of Bids to be submitted

1. Bidders are required to submit their responses in three envelopes, with contents of each as under:

| Envelope No. | Bid Contents | No. of Copies | Label of Envelope |
|---|---|---|---|
| I | **Minimum Eligibility Bid**<br>i.   Bid Covering letter as per format prescribed in **Annexure-I**<br>ii.  Response to Minimum Eligibility Criteria as per format prescribed in **Annexure-II**<br>iii. Declaration regarding clean track record, as per format prescribed in **Annexure-V**<br>iv.  Letter of competence as per format prescribed in **Annexure-VII**<br>v.   Power of Attorney as per format prescribed in **Annexure-VIII**<br>vi.  DDs/ Instruments/ BG as per format prescribed in **Annexure-XI,** towards Bid Price & Earnest Money Deposit (EMD).<br>vii. Non-disclosure Agreement as per **Annexure XII**.<br>viii. Bank Mandate Form as per **Annexure-XIII.** | Hardcopy – 1 | "Minimum Eligibility Bid for Data Centre Hosting and Network Connectivity Services – Rfp No.  **2014-15/IT/03**" |
| II | **Technical Bid**<br>i.   Response to Technical Bid as per **Annexure-III**<br>ii.  Masked Commercial bid as per format prescribed in **Annexure-IV**<br>iii. Statement of deviations as per format prescribed in **Annexure-VI**<br>iv.  Support Escalation Matrix as per **Annexure-XIV** | Hardcopy – 1 | "Technical Bid for Data Centre Hosting and Network Connectivity Services – Rfp No. **2014-15/IT/03**" |
| III | **Commercial Bid**<br>i.   Response to Commercial Bid as per format prescribed in **Annexure-IV** | Hardcopy – 1<br>Softcopy on a CD/ DVD in Excel format -1 | "Commercial Bid Data Centre Hosting and Network Connectivity Services – Rfp No. **2014-15/IT/03**" |

2.   Above mentioned two separately sealed non-window envelopes **(I & II)** should be put together in another master non-window sealed envelope super-scribing "**Qualification (Minimum & Technical) Bids for Data Center Hosting and Network Connectivity Service – RfP No. 2014-15/IT/03**".

3.   The Commercial Bid should be put in another sealed non-window envelope number (III), super-scribing "**Commercial Bid for Data Center Hosting and Network Connectivity Service – RfP No. 2014-15/IT/03**".

4.   All the individual envelopes must be super-scribed with the following information as well:
   i.   Name and Address of the bidder, Contact Name, Phone number and e-mail id.
   ii.  Bids should be enclosed with all relevant documentary proofs/ certificates duly sealed and signed.
   iii. Envelope III should also contain softcopy of the Commercial Bid in Excel Sheet format.

## 2.14  Important

Bidders must take the following points into consideration during preparation and submission of bids.

1.   Authorized signatory must sign all the pages of the response.

2.   Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.

3.   Faxed copies of any submission are not acceptable and will be rejected by the Trust.

4.   Responses should be concise and to the point. Submission of irrelevant documents must be avoided.

5.   If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.

6.   The RfP is hosted on CGTMSE website (**URL: www.cgtmse.in/tenders.html**) and also on Central **Public Procurement Portal (CPPP).** CGTMSE reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on web site and CPPP. Bidders must have close watch on the website and CPPP during the intervening period before submitting response to RfP.

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# 3. Background

## 3.1 About CGTMSE

Credit Guarantee Fund Trust for Micro and Small Enterprises (Hereinafter called Trust) was established in the year 2000 by Government of India (GoI) and Small Industries Development Bank of India (SIDBI) as settlers.

The objective of CGTMSE is to encourage commercial banks to move away from a security oriented approach and provide collateral free credit facility for Micro and Small Enterprises.

The Trust provides guarantees to the credit facilities extended by banks and financial institutions to micro and small enterprises. The Trust's software application is hosted on an internet server which is accessed by banks and financial institutions spread across the country. Detailed information of the functions of the Trust is provided on Trust's website www.cgtmse.in.

## 3.2 IT Infrastructure

Currently CGTMSE's following IT Infrastructure is co-located at a 3$^{rd}$ party Internet Data Centre (IDC) in Navi Mumbai.

### 3.2.1 Applications/ Mail servers

**1. Internet application server**

The Trust's internet application server is being accessed by Banks and Financial Institutions spread across the country to operate the Credit Guarantee Scheme (CGS) of the Trust.

**2. Intranet application server**

The Trust's Intranet application server is being accessed by internal users of CGTMSE both from CGTMSE's BKC office over VPN as well as from remote locations over internet.

**3. Mailing Server**

Mailing solution (currently Lotus Domino 8.5) is also deployed on this server and is used for internal as well as external mailing.

The IDC and CGTMSE's BKC Office are connected using a 08 Mbps dedicated VPN connection for access/ maintenance of servers and mails. All the servers are deployed with Windows 2008 Server (Enterprise), Oracle 11g Database. Currently the Internet application server is also deployed with IIS. The applications running on these servers are developed in Java and are using JBoss as its web server.

### 3.2.2 Network:

The Trust is connected to the IDC on 08 Mbps VPN link for operating the servers. The link is also used for accessing mails. An IP based LAN has been implemented in CGTMSE office premises. In addition, Trust has 01 Mbps clean bandwidth Internet link. Both the links are from the same service provider and terminating at the 3$^{rd}$ floor of the MSME Dev. Centre (SIDBI) housing the CGTMSE's office at 7$^{th}$ floor.

It may be noted that CGTMSE is in the process of relocating its office to a new premises, just across the road and opposite to MSME Dev. Centre (SIDBI). Address of the proposed new office is:

**Naman Centre (10th Floor)**
**C- 31, G-Block, Bandra Kurla Complex,**
**Bandra (E), Mumbai - 400051**

In order to operate from Naman Centre, CGTMSE shall take a 04 Mbps or 08 Mbps VPN/P2P link between MSME Dev. Centre (SIDBI) and Naman Centre. Exact bandwidth requirement shall be assessed in due course.

**The above details are given for information and to enable the bidders to understand the existing setup, network and mailing solution used in CGTMSE.**

### 3.2.3 Brief Specifications/ Configuration/ Details of the Servers/ Middleware/ Databases etc.

| Infrastructure Type | Details of Components | Qty. | Currently Hosted/ Deployed at |
|---|---|---|---|
| **1. Servers/ N/w Switch (currently hosted at 3rd party Data Centre in Navi Mumbai)** | | | |
| **Make/ Model** | **Technical Specifications** | **Qty.** | **Applications Hosted** |
| HP Proliant DL380 G7 | i. **Form Factor:** 2U Rack mount<br>ii. **CPU:** Single CPU, Quad core, Intel Xeon X5687 @306 GHz<br>iii. **RAM:** 128 GB, DDR3, 1333 MHz<br>iv. **HDD:** 2x300 GB, 10K, 2.5" SA, Configured in RAID 0+1<br>v. **Ethernet:** 4 NICs integrated Gigabit<br>vi. **FC HBA:** 01 No., 08 Gbps, dual port<br>vii. **Power supply:** 460 W, Redundant, Hot pluggable.<br>viii. **Optical Drive:** 8x DVD ROM<br>ix. **OS:** Microsoft Windows 2008 (Enterprise Edition) | 01 | Oracle 11g database, JBoss Web server (Internet Application), IIS, catering to external users & corporate website. |
| | | 01 | Oracle 11g database & JBoss Web server (Intranet Application), IIS, catering to CGMSE's internal users. |
| | | 01 | IBM Domino 8.5 Mail Server |
| CISCO 2960 Switch | 1U, 24 Port, 10/100 with LAN Switches | 01 | All the three servers are connected to the router through this switch, to access LL. |
| **2. Databases** | | | |
| **Database & Version** | **No. of instances & approx. Size** | | **Purpose** |
| Oracle 11g | 02 instances with each of 50GB approx. | | Both the databases are catering to each of the two applications viz. Internet & Intranet) with JBoss as the web server. |
| **3. Web Servers →** JBoss, IIS, IBM HTTP | | | |
| **4. Development Tools →** Java/ JSP | | | |
| **5. Enterprise Backup Solution →** CGTMSE has subscribed to Backup and Restore Management Services from the existing service provider whose is providing LAN based backup using Veritas Netbackup DataCenter 7.0 | | | |
| **6. Antivirus S/w →** Existing service provider has installed Symantec Antivirus Ver.12 part of the security services. For other internal desktops and servers, Symantec A/v Enterprise Edition Ver.12 is being used. | | | |

The servers are currently under warranty **till June 05, 2017** with HP through M/s. Orient Technologies Pvt. Ltd., Mumbai. CISCO Switch is under AMC with HP India Sales Pvt. Ltd. **till September 30, 2015.**

CGTMSE shall enter into/ renew the AMC services, as and when the same is falling due, of all the h/w items proposed to be co-located in Bidders DC or DR.

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# 4. Project Scope

## 4.1 Objective

1. CGTMSE proposes to co-locate **all the three servers** (2U each) at a Data Centre DC) in Mumbai (including Navi Mumbai). Internet application server is required to be accessed by Banks and Financial Institutions over internet. The Intranet application server is required to be accessed by CGTMSE users over VPN when connected from CGTMSE location and over Internet when accessed away from CGTMSE location. CGTMSE is also in the process of creating DR Site for its operations, for which the site selection shall be done as part of the deliverables under this RfP. Necessary hardware, software and licenses shall be procured and deployed by CGTMSE at a later date.

2. In additon, CGTMSE intends to engage the services of the vendor for the following:

   ➢ Connectivity of its servers located at DC/ DR and its office located at BKC and between DR and CGTMSE.

   ➢ Internet connectivity for its location.

   ➢ Providing shared firewall services.

   ➢ Providing anti-spam services.

   ➢ Providing following Data Center managed services:
      ▪ Server Administration for all the Servers hosted both at DC and DR.
      ▪ Database Management (DBA Services) for Oracle Databases
      ▪ Security Services
      ▪ Backup & Restore Services
      ▪ Remote Hands and Eye Service

   ➢ Providing optional services as and when required by CGTMSE at the rate not exceeding the rate being contracted in this RfP.

3. The purpose of issuing this RfP is to invite bids from eligible bidders, evaluate the same as per prescribed evaluation process and short list the vendor for award of contract.

4. The selection process consists of three phases viz., 1) Pre-Qualification/Minimum Eligibility Criteria 2) Technical Evaluation and 3) Commercial Evaluation.

## 4.2 Scope of Work:

The Scope of Work involves:

### 4.2.1 Data Centre Hosting

#### 4.2.1.1 Providing co-location and following related services:

- Provision of 7U contiguous space for co-locating the servers/ network equipment.
- Providing one public IP to each of the servers hosted at DC and DR
- Providing managed shared firewall services with pro-active monitoring, IDS log monitoring and analysis, Syslog monitoring and analysis and incident reporting to CGTMSE.

#### 4.2.1.2 Connectivity solution:

- Primary connectivity between DC and CGTMSE location with 08 Mbps bandwidth (expected to increase to 16 Mbps during the tenure of the contract without upgradation of last mile).
- Secondary passive connectivity between DC and CGTMSE location with 04 Mbps bandwidth (expected to increase to 16 Mbps during the tenure of the contract without upgradation of last mile), **with last mile from alternate service provider.**
- 02 Mbps (1:1) clean internet bandwidth filtered for any vulnerabilities (expected to increase to 08 Mbps during the tenure of the contract without upgradation of last mile).
- During the tenure of the contract, CGTMSE at its discretion may opt to migrate to IPV6. Vendors are required to provide necessary IPs and required support for the same without any additional cost.
- Vendor shall configure IPSEC 3DES encryption end to end i.e. from datacenter to CGTMSE location.
- Vendor shall be required to terminate all the network links including internet link on the router (to be provided by the vendor) to be installed in CGTMSE's network room at the following address:

  **3rd Floor, MSME Development Centre (SIDB),**
  **C-11, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051**

- As and when CGTMSE decided to shifts to its new office at Naman Centre (10th Floor), vendor shall provide a 04 Mbps or 08 Mbps link between **MSME Development Centre (SIDB)** and **CGTMSE's office at Naman Centre**.
- Vendor shall act as the Single Point of Contact for taking up the issues/ call logging for link failure etc, if any, with the secondary link service provider.
- In the interest of the bidders it is advised that the bidders may get the feasibility survey done for both the above mentioned locations.

#### 4.2.1.3 Hardware:

- To provide network hardware viz. router etc. for configuring, handling and maintaining the above links.
- The router should be of Cisco/ Juniper make with appropriate interfaces and IOS capable of handling all the links terminating on the same router.
- Vendor should size the routers appropriately so that the same are not required to be upgraded during the tenure of the contract.
- Vendor shall ensure to upgrade the firmware etc. for the routers delivered part of the deliverables under this RfP, as and when required.
- The router should support IPSec encryption for data confidentiality, with support for dedicated hardware modules to offload encryption processes from the CPU.
- The router should support both IPv4 and IPv6 from day one.
- The router provided at the location should be new and Service Provider shall provide software Updates/ Patches/ Versions during all the Stages for all software components including operating systems (that of Network Equipments), firmware, management software, security software, or any other software, which would be part of the supplies.

- In case of failure of router at the location during the period of the contract, the service provider to replace the same with equivalent router and make the site up and minimize violation of SLA. Later the service provider should replace the router once it receives the same from OEM.
- If the vendor delivers/ installs router(s) other than the make/ model of the routers contracted after the outcome of this RfP, Trust shall not make any payments for the same for the period the vendor has not installed/ configured the contracted routers.
- For non-delivery of contracted make/ model routers, penalty as applicable shall be deducted.

The Service Provider [SP] should be able to terminate all the network links to the servers on the ports provided. The servers should be accessible from both CGTMSE end and internet. No additional equipment would be made available for termination of links.

## 4.2.2  Data Centre (DC) Managed Services

### 4.2.2.1  Server Administration for all the servers hosted at DC:

Vendor shall provide the "Server Administration and Monitoring" service to keep servers stable, operating efficiently and reliably. The scope shall be applicable to all the existing servers as well as any other servers acquired and hosted by the Trust during the course of the contract:

| Service | Task |
|---|---|
| Monitoring 24x7 | Monitoring the following in the server<br>i.   Availability related parameters<br>ii.  Server reachability<br>iii. Disk space threshold<br>iv.  Scheduled job monitoring<br>v.   CPU Threshold<br>vi.  Memory Threshold<br>vii. Performance related parameters – memory, CPU, Network, Disk etc.<br>viii. Critical services<br>ix.  Antivirus updates<br>x.   Ports |
| Daily Health checks | Business readiness check for critical processes |
| Scheduled Job Management | Configuration, scheduling and maintenance of automated scripts, tasks etc. as per requirement |
| Patch Management | Vendor will verify relevance of new OS security patches, service packs and hot fixes etc. to CGTMSE's environment and apply the same **with prior approval from CGTMSE**. |
| User Management | New user creation, Set password policies, password resets, User quota management. |
| Disk Management | Fix disk space problems by backing up (if required) and deleting files, Perform defragmentation on file systems |
| Performance Management | Analyze and fix problems due to:<br>i.   Excess swap memory<br>ii.  Physical memory<br>iii. CPU utilization<br>iv.  Disk space |
| Problem Management | i.   Monitor, record, classify and resolve operating system problems<br>ii.  Carry out comprehensive problem analysis and root cause reports |

| Service | Task |
|---|---|
| | iii. Start/stop services/process and restart servers to provide workarounds |
| File System Management | Creating new volumes, Giving access to files, Sharing level permissions to users (Read/Write/Modify) |
| Capacity Planning | Vendor will recommend the extra resources required to increase the performance or run new application/ programs on existing server. |
| Antivirus Management | i. Providing Antivirus protection to the servers (configured in managed client mode).<br>ii. Regular updates of virus definition |
| Auditing & log monitoring | Audit and log analysis for:<br>i. System security- password strength, users permissions<br>ii. Virus auto protection<br>iii. Windows service packs<br>iv. Unauthorized application/ services. |
| OS Management/ Hardening | OS Administration including troubleshooting, hardening, patch/ upgrades deployment for the existing or any other OS flavor acquired and deployed by CGTMSE during the contract period. |
| Server Backup | Regular backup of servers as per the extant backup policies of CGTMSE. |
| SSL Certificate deployment | Generation of Certificate Signing Request (CSR) from Servers, deployment of SSL certificates on Web Servers, co-ordinate with SSL Certificate vendor for issuing and deployment of SSL certificates. |

**CGTMSE's responsibilities:**
- Arrangements for Annual Maintenance Contracts (AMC) for servers.
- Providing OS licenses
- Provide Backup policy.
- SSL Certificates as required.
- Providing necessary access on servers by way creating named user Id for the server administrators.

### 4.2.2.2  Database Administration (DBA Services) for Oracle Databases:

Vendor shall be required to provided following services and perform associated tasks as indicated herein, for all the Database instances (of current version as well as of future versions) of CGTMSE running at DC:

| Service | Task |
|---|---|
| Daily Health checks & 24x7 Monitoring | i. Check for ORA errors in alert log file<br>ii. Check and ensure Listener services are up and running.<br>iii. Check for online status of all the datafiles.<br>iv. Check for online status of Table spaces and their usage. Should not exceed 90% except for datafiles having Autoextend ON.<br>v. Check diskspace availability in all the file systems. Free available space should be more than 10%.<br>vi. Check for shipment and application of archive logs at DR Site **(to be monitored once the DR Site is setup)**.<br>vii. Check for the recovery of databases at DR Site to ensure prescribed RPO and RTO **(to be monitored once the DR Site is setup)**. |

| Service | Task |
|---|---|
| | viii. Check if the scheduled backups are happening properly. <br> ix. Database audit specific log files <br> x. Database availability related service parameters <br> xi. Performance related parameters (CPU, Memory, Swap) <br> xii. Database backup job status <br> xiii. Database locking & blocking <br> xiv. Dump Area Used <br> xv. Archive Area Used <br> xvi. Monitor scheduled automated scripts and process, including database replication at DR. |
| Database Roles and User account management | Create, configure and manage database roles and user account, as per CGTMSE's requirements. |
| Database patch management | Vendor will verify relevance of new patches/ service packs/ hot fixes to CGTMSE's environment and apply the same **with prior approval from CGTMSE**. |
| Database maintenance | Vendor will perform the following: <br> i. Database s/w installation/ re-installation on any of the servers hosted at vendor's DC or DR Site with any of the OS flavors being used currently or in future viz. Windows/ Linux/ HP Unix/ IBM AIX. <br> ii. Creation/ re-creation of Oracle Database(s) with current or future version of Oracle on any of the servers hosted at vendor's DC or DR Site. <br> iii. Identify & report invalid objects. <br> iv. Perform 'Re-org' of database objects <br> v. Identify chained/ migrated rows <br> vi. Identify top 5 resource intensive SQL statements <br> vii. Identify deprecated parameters and provide alternatives <br> viii. Creation of DB objects |
| Database Tuning Management | Vendor will do performance fine tuning as below: <br> i. Tuning database parameters <br> ii. Creating indexes <br> iii. SQL monitoring through explain plan utility <br> iv. Explaining and monitoring different logs and dump files <br> v. Daily database performance statistics <br> vi. Periodic performance analysis & tuning <br> vii. SQL tuning <br> viii. Database performance data <br> ix. System trend analysis data <br> x. Collect performance and resource metrics <br> xi. Automated performance decisions of collected metrics |
| Backup Recovery Management | Vendor will create database backup policies as per the requirement from Customer. <br> i. Proven recovery strategies for better recovery of the databases <br> ii. Automated scripts for all backups and recoveries <br> iii. Database backup scheduling as per backup policy provided by CGTMSE <br> iv. Configure backup using third party software <br> v. Problem analysis and resolution activities in all aspects of the recovery of the database. <br> vi. Recovery of Database / objects. |

**CGTMSE's responsibilities:**
- Create named user Id(s) for vendor to perform above mentioned activities.
- All necessary Oracle license details with credentials for raising TAR with Oracle.
- Provide Database backup policy.

### 4.2.2.3 Backup & Restore Management

- Backup and restore of data in accordance to defined process / procedure.

- 24 x 7 support for file & volume restoration requests

- Generation and publishing of backup reports periodically.

- Ensuring failed backups are restarted and completed successfully within the backup cycle.

- Real-time monitoring, log maintenance and reporting of backup status on a regular basis.

- Periodic Restoration Testing of the Backup once a quarter.

- Interacting with CGTMSE in maintaining Backup & Restoration Policies / Procedures.

**CGTMSE's responsibilities:**
- To provide backup policies for respective servers with target files/ volumes, periodicity, retention period etc.
- Providing necessary access/ permission on servers by way creating named user Id.

### 4.2.2.4 Security Services

- Operating System hardening on all the hosted servers at DC.
- Vulnerability Assessment and Penetration Testing (VAPT) for all the Trust's servers, network equipment and applications hosted at DC.
- Patch management for all hosted servers at DC and DR.
- Port scanning.
- Antivirus management – deploying and regular updation of virus definition files on all the hosted servers at DC and DR.
- Anti-SPAM Management for mailing server (for 5 domain names – viz. cgtmse.com, cgtmse.in, cgtmse.co.in, cgtmse.org.in, cgtsi.org.in) with following activities:
  - Recipient ID filtering, Sender ID filtering, Sender domain /IP filtering. Currently, there are 50 mail users which may increase to approximately 80 users during next 05 years.

### 4.2.2.5 Remote Hands and Eye Service (RHES)

Vendor should provide RHES with following services:

| Service | Task |
|---|---|
| RHES Service Window | 24x7 |
| Power Cycling | i. Manual power-on, power-off, reset of CGTMSE's equipment including servers, routers and switches.<br>ii. Plug-in and unplug of network for CGTMSE's equipment including servers, routers and switches |

| Service | Task |
|---|---|
| Cabling and Connections | i. Plug-in and unplug of cable(s) to/from the port location, including inter-patch rack connections.<br>ii. Installation and/or removal of copper/ fiber patch lead between interconnection points.<br>iii. Provision of equipment cabling for power or data connectivity.<br>iv. Labeling and re-labeling of installed cable(s) |
| Inspection and Reporting | i. Reporting of visible alarms on the CGTMSE's equipment.<br>ii. On-demand inspection of IT equipment, racks and general area for incidences, alarms and indicators. |
| Equipment Installation and Management | i. Performing equipment diagnostic tests as per customer's requirement.<br>ii. On-demand installation of equipment, including unpacking, mounting and cabling in the customer's rack |

## 4.2.3  Optional Services:

As and when Trust decides to subscribe to these services during the contract period, Vendor shall have to provide the same at the rate not exceeding the rate being contracted in this RfP.

### 4.2.3.1  Lotus Notes Administration with following scope of work – per domino server

- CGTMSE may subscribe to this service from the vendor any time during the contract period, at the rate not exceeding the rate being contracted in this RfP.

- Vendor shall be required to provided following services and perform associated tasks as indicated herein, for IBM Domino mailing server hosted at DC/ DR:

| Service | Task |
|---|---|
| Monitoring 24x7 | i. Availability related parameters<br>ii. Real time logging and alerts<br>iii. Mail flow monitor<br>iv. Critical services |
| Daily Health checks | Server accessibility, Mail flow & Resource utilization |
| Domino Server Administration Management. | Domino Server installation/ Re-installation, User Management, Group Management, Disk Space Management, Configuration of servers |
| Backup Management | Schedule and monitor backup jobs, Configure / modify jobs, Capacity management for backups, Restoration of data. |
| Backup & Recovery Management | i. Backup scheduling as per backup policy provided by CGTMSE<br>ii. Configure backup using third party software<br>iii. Recovery: NSF recovery, Server recovery, Site recovery |
| Performance Management | Vendor will analyze and fix problems due to Memory leak, CPU utilization, Delay in email flow / sync |

**CGTMSE's responsibilities:**
- Providing necessary access/ permission on mail server(s) by way creating named user Id.

- To provide all the requisite software and license details.
- Request for user addition and deletion and request for change/ modification in privileges will be forwarded through proper channel/ CGTMSE authorized personnel only.
- For E-mail messaging, File & print and all other server services, define and provide policy to:
  - size and age of mail boxes to be maintained, and
  - Mail routing schedules and priorities.

### 4.2.3.2  Disaster Recovery (DR) Site Co-location Services

CGTMSE is in the process of setting up DR Site for its operations. While the necessary hardware, software and licenses required to operationlise the DR Site shall be purchased by CGTMSE, Vendor shall provide co-location hosting and managed services for DR Site with the scope of services same as that for the Data Centre services mentioned above. CGTMSE shall place separate orders with the selected vendor for these services, as and when required during the contract period, at the rate not exceeding the rate being contracted in this RfP. Vendors should quote for the following services/ items in connection with the DR:

- Per U rack space for co-locating the servers/ network equipment. Vendor shall have to provide contiguous rack space.
- Providing one public IP to each of the servers hosted at DR.
- Providing managed shared firewall services with pro-active monitoring, IDS log monitoring and analysis, Syslog monitoring and analysis and incident reporting to CGTMSE.
- Connectivity between DC and DR for shipment of archive logs. Bidder shall appropriately size the network bandwidth with following objectives to be achieved:
  i. The current archive log size is around 20 GB per month and is expected to increase to 40 GB per month during the period of the contract with an annual increase of 20%.
  ii. The Bidder should maintain Recovery Point Objective (RPO) of 30 minutes and Recovery Time Objective (RTO) of 60 minutes.
- Following managed services:
  i. Server Administration
  ii. Database Administration (DBA Services)
  iii. Backup & Restore management
  iv. Security Services

## 4.2.4  Transition Services

1. Transition period shall start from the time CGTMSE dismantles the servers & related accessories from the current location and hand over the same to the Service Provider.

2. Service Provider shall collect the servers and accessories from CGTMSE, get them packed, insured and delivered to its Data Centre.

3. Rack mount the servers, make necessary electrical & network connections and power-on the servers.

4. Bidder shall assign public and private IPs to the servers, terminate the servers on LAN and make servers accessible over internet as well as over VPN/ P2P link for access from CGTMSE office.

5. For any hardware or OS related issues, Bidder shall co-ordinate with the warranty/ AMC vendor to get the same resolved. Details of the warranty/ AMC vendor shall be provided by CGTMSE at the time of handing over the servers.

6. Thereafter, the Servers shall be handed over to the CGTMSE team for testing of the applications, connectivity etc. After successful testing, Service Provider shall take over from the CGTMSE Team for service delivery as per scope of work.

### 4.2.5 Reporting:

| Service(s) | Activity Frequency | Report |
|---|---|---|
| Server Hardening | One time on subscription and subsequently as and when required | |
| VAPT | Quarterly | √ |
| Patch testing and application | As and when relevant patches are released and on stabilization of the same | |
| Patch testing and application | Periodic report on the server status, detailing the vulnerabilities closed and those that are left open due to performance impact. | √ |
| | | |
| Anti-virus | Antivirus for the server updated as and when definitions are provided by the principle. | |
| Port scanning | Quarterly | √ |
| IDS Log analysis | Monthly | √ |
| Syslog analysis | Monthly | √ |
| Data transfer | Monthly utilization report | √ |
| Data backup | Monthly utilization report | √ |
| Server administration | Quarterly trend of CPU, Memory and File system usage | √ |
| Network Connectivity solution | Quarterly downtime details | √ |

In addition, vendor is required to notify of any incident pertaining to any of the subscribed services to enable the Trust to take corrective steps. Any corrective steps to be taken by the vendor in maintenance of SLAs as defined elsewhere in this document may be carried out on intimation and approval from the Trust.

### 4.2.6 Bill of Material

1. Based on the above mentioned scope of work and requirements, tentative Bill of Material (BOM) is as under for the convenience of the bidders:

| S.N. | Item Description | Qty. |
|---|---|---|
| **I** | **Mandatory Services at Data Centre** | |
| **A.** | **Co-location Services (DC)** | |
| 1 | Co-location space (1U) for Servers (03) & Switch (01), **including power consumption.** | 07 |
| 2 | Internet Data Transfer for 1.5 TB **per year across the pool of 03 servers** | 01 |
| 3 | Backup and Restore Management with 500 GB Data Backup per server per month**.** | 03 |
| **B.** | **Managed Services (DC)** | |

| S.N. | Item Description | Qty. |
|---|---|---|
| 4 | Security services **per server per year** <br> - OS hardening, <br> - Quarterly VAPT <br> - Antivirus <br> - Patch management <br> - Quarterly Server port scanning <br> - Log analysis of servers & firewall for vulnerabilities <br> - Anti-spam <br> - Distributed denial of Services (DDOS) | 03 |
| 5 | Managed shared firewall services **per server per year** | 03 |
| 6 | Database Administration (DBA) Services **per instance per year** | 02 |
| 7 | Server Administration **per server per year** | 03 |
| 8 | Remote hands and eye services **per server per year** | 03 |
| **C.** | **Connectivity Services** | |
| 9. | Primary Connectivity between DC and CGTMSE **– 08 Mbps** | 01 |
| 10. | Secondary passive Connectivity between DC and CGTMSE, **with last mile from alternate service provider – 04 Mbps** | 01 |
| 11. | Clean Internet connectivity charges for **02 Mbps** to be terminated at CGTMSE | 01 |
| **D.** | **Hardware** | |
| 12 | Network Hardware rental | 01 |
| 13 | Router management charges | 01 |
| **E.** | **One Time Transition Services** | 01 |
| **II** | **Optional Services at Data Center** | |
| 14 | Additional Co-location Space (1U) | 01 |
| 15 | Additional Power charges **per 100 Watt** | 01 |
| 16 | Additional Internet per GB Data transfer | 01 |
| 17 | Additional data backup charges per GB. | 01 |
| 18 | SAN Storage Managed Service with Storage space **per 100 GB**. | 01 |
| 19 | Lotus Domino Server Administrations – per domino server | 01 |
| 20 | Primary Connectivity between DC and CGTMSE – **12 Mbps** | 01 |
| 21 | Primary Connectivity between DC and CGTMSE – **16 Mbps** | 01 |
| 22 | Secondary passive Connectivity between DC and CGTMSE – **08 Mbps** | 01 |
| 23 | Secondary passive Connectivity between DC and CGTMSE – **16 Mbps** | 01 |
| 24 | Primary Connectivity between CGTMSE's existing office at MSME Dev. Centre (SIDBI) and proposed new office at Naman Centre, along with router – **04 Mbps** | 01 |
| 25 | Primary Connectivity between CGTMSE's existing office at MSME Dev. Centre (SIDBI) and proposed new office at Naman Centre, along with router – **08 Mbps** | 01 |
| **III** | **Optional Services at DR Site** | |
| 25 | Co-location space per U | 01 |
| 26 | Power charges per 100Watt | 01 |
| 27 | Internet Data Transfer charges **per GB per year.** | 01 |
| 28 | Internet per GB Data transfer | 01 |
| 29 | Data Backup charges for 500 GB **per server per month,** with Backup & Restore Management Service | 01 |
| 30 | Data Backup Charges per GB | 01 |
| 31 | Security services **per server per year** <br> - OS hardening, <br> - Quarterly VAPT <br> - Antivirus <br> - Patch management <br> - Quarterly Server port scanning <br> - Log analysis of servers & firewall for vulnerabilities <br> - Anti-spam | 01 |

| S.N. | Item Description | Qty. |
|---|---|---|
| | - Distributed denial of Services (DDOS) | |
| 32 | Managed shared firewall services **per server per year** | 01 |
| 33 | Database Administration (DBA) Services **per instance per year** | 01 |
| 34 | Server Administration **per server per year** | 01 |
| 35 | Remote hands and eye services **per server per year** | 01 |
| 36 | Connectivity between DC and DR for shipment of archive logs with current log size of around 20 GB per month and expected to increase to 40 GB per month during the period of the contract with an annual increase of 20%. The Vendor should maintain Recovery Point Objective (RPO) of 30 minutes and Recovery Time Objective (RTO) of 60 minutes. | 01 |
| 37 | Virtual Server as per specs in Commercial Bid, on opex model | 01 |
| 38 | Physical Server as per specs in Commercial Bid, on opex model | 01 |
| 39 | SAN Storage Managed Service with Storage space **per 100 GB**. | 01 |

2. Bidders may please note that the BOM given here is tentative and may undergo change/ revision based on the Trust's requirements and solutions proposed by the bidders.

3. Initially the order would be placed for mandatory services, order for optional services shall be placed with the successful bidder, as and when such services are required by CGTMSE, at the rate not exceeding the rate being contracted in this RfP.

## 4.2.7  Tenure of Contract

4. The tenure of contract would be initially for a period of 05 [five] years **from January 01, 2015 or from the date of acceptance of the services, whichever is later,** and would be extendable for a further period of one year on the same terms and conditions.

5. For optional services including DR Co-location, period of services shall be from the date of start of services till the period not exceeding the contract period as at para 1 above including extended period, if any.

## 4.2.8  Shifting of premises

In the event of shifting of office premises of CGTMSE within or outside Mumbai, the Bidder [Service Provider] would be advised to carry out site-survey at the new location for feasibility of location for type of media and intimate the Trust. On receipt of confirmation from the Trust, the Bidder [Service Provider] shall install and commission the link at the new location prior to shifting of office from old location. The connectivity at the old location should be dismantled and removed on the last day of shifting.

## 4.2.9  Delivery Schedule:

1. The Bidder should make available the required server space, power, air conditioning, security and other infrastructure for Hosting services **within 15 days from the date of acceptance of the order.**
2. The bidder should make the connectivity services available **within 30 days from the date of acceptance of the order.**
3. The Trust will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.

4. The liquidation damages represent an estimate of the loss or damage that the Trust may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalisation, implementation, training, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.

5. The Trust shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in General Terms and Conditions.

6. The vendor shall integrate the network connectivity with the existing LAN/ WAN/ Security infrastructure.

7. Delivery of the Goods shall be made by the Supplier in accordance with the terms of the Purchase order. The bidder should take responsibility of the Goods till it reaches the delivery destination as informed by Trust, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract.

8. The Trust will not be in a position to supply Form-C or Form-D and bidder will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of CGTMSE. Bidder shall arrange the Road Permits or any other document wherever required. Any letter required for this may be given by the Trust.

# 5. Terms and Conditions

## 5.1    General

1. The Bidder is expected to peruse all instructions, forms, terms and specifications in this RfP and its **Annexures & Appendices**. Failure to furnish all information required in the RfP Document, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information or submission of confusing information as part of response to this RfP document may result in rejection of the bid.

2. At any time prior to the deadline for submission of Bids CGTMSE may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder(s), modify the RfP by amendment and same will be placed on the Trust's website & Central Public Procurement Portal (CPPP) as corrigendum/ addendum for information of all prospective Bidders.

3. All such amendment shall become part of the RfP and same will be notified on Trust's website & CPPP. The Bidders are required to have a watch for any such amendment till the last moment before submitting the bid.

4. CGTMSE shall be under no obligation to accept the lowest or any other offer received in response to this RfP and shall be entitled to reject any or all offers including those received late or incomplete offers. CGTMSE reserves the right to make any changes in the terms and conditions.  CGTMSE will not be obliged to meet and have discussions with any Bidder. However, CGTMSE, on the request of the bidders / interested agencies may furnish the reasons for rejecting a tender or non-issuing a tender document to a prospective bidder.

5. Information provided in this RfP is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RfP document as a whole while preparing technical and commercial proposal for the project. Bidder must get the doubts, if any, clarified by CGTMSE before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the selected service provider to deliver each and everything as per the scope of the project during the contracted period. CGTMSE shall not be responsible in case of bidder's failure to notice any information, any requirement is underestimated, not understood or any requirement is not interpreted in right direction during preparation/submitting the response.

6. CGTMSE reserves the right to extend the dates for submission of responses to this document with intimation on the Trust's website and CPPP.

7. Unless agreed to specifically by the Trust in writing for any changes to the RFP issued, the Bidders' responses would not be incorporated automatically in the RFP document.

8. Unless expressly overridden by the specific agreement to be entered into between the Trust and the successful Bidder, the RFP shall be the governing document for arrangement between the Trust and the Bidders.

9. CGTMSE reserves the right to change the required specifications/ scope of work and

ask for the revised bids or cancel the process without assigning any reasons.

10. The scope of the proposal shall be on the basis of single point responsibility, completely covering all obligations and providing all deliverables and services required for successful implementation of the Solution specified under this RfP, **on end-to-end solution basis**.

11. The Bidder shall promptly notify CGTMSE of any event or conditions, which might delay the completion of deliverables in accordance with the approved schedule and the steps being taken to remedy such a situation.

12. Bidder should guarantee that the hardware, software and allied components used in its DC and DR to service CGTMSE are licensed and legal.

13. The Bidder/ Service provider is obliged to give sufficient support to CGTMSE's staff, work closely with CGTMSE's staff, act within its own authority, and abide by directives issued by CGTMSE in terms of this RfP and subsequent purchased order/ contract. The Service provider is responsible for managing the activities of its personnel deployed at CGTMSE, if any, in connection with the services being rendered under this RfP and subsequent purchased order/ contract, and will be responsible for any misdemeanors.

14. The Service Provider shall have the sole responsibility for fulfilling all obligations and providing all deliverables and services under this RfP.

15. The Service provider's selection under this RfP document is on the understanding that this RfP contains only the broad provisions for the entire assignment. The Service provider shall be required to undertake to perform all such tasks, render requisite services and make available such resources on-site as may be required for/ incidental to the successful completion of the entire assignment.

16. Trust shall be responsible for timely site readiness. Trust agrees that Bidder shall not be in any manner liable for any delay arising out of Trust's failure to make the site ready within the stipulated period.

17. The Vendor shall be responsible for managing the activities of its personnel or the personnel of its subcontractors/ franchisees and will be accountable for both. The Vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors, and their employees and agents, etc. Which is outside the scope of power vested or instructions issued by the Trust. Vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. Engaged by Vendor and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this RfP.

18. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. By the Vendor, for any assignment under the purchase order to be issued for this RfP. All remuneration, claims, wages, dues etc. Of such employees, agents, contractors, subcontractors etc. Of Vendor shall be paid by Vendor alone and the Trust shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Vendor's employee, agents, contractors, and subcontractors, etc. The Vendor shall hold the Trust, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if

any, that may arise from whatsoever nature caused to the Trust through the action of its employees, agents, contractors, subcontractors etc.

## 5.2 Commercial Bid

1. **Currency** – The Bidder is required to quote in Indian Rupees (**'INR'/ ₹'**). Bids in currencies other than INR may not be considered.

2. **Tax & Octroi** – The prices quoted would include all costs such as sales tax, VAT, custom duties, transportation, installation, service tax, Education cess etc., that need to be incurred. However, Octroi/ entry tax, if any, would be paid as on actual on production of Octroi/ entry tax receipt (in original) in the name of CGTMSE.

3. While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by CGTMSE, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to CGTMSE in its favour. This will remain applicable throughout the contract period.

4. It would be bidder's responsibility to identify and factor cost of each and every commercial item mentioned in this RfP document during submission of commercial bids. In case of any such item is left out and noticed after completion of commercial evaluation, the selected bidder (Service Provider) has to provide the services at its own cost. However, if anything is missed out by CGTMSE in the RfP document, CGTMSE would bear the additional expenditure to avail the services at the rate mentioned in the commercial bids of the Service Provider for similar such item.

5. The Commercial Bid should be submitted in the format prescribed in the RFP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the Trust.

## 5.3 Service Delivery

1. To meet CGTMSE's requirements, as spelt out in the RFP, the Bidder must have the requisite experience in providing desired services, the technical know-how, and the financial wherewithal that would be required to successfully provide the services sought by CGTMSE, for the entire period of the contract.

2. Selected bidder would be issued 'Letter of intent (LOI)'/ purchase order (PO) on final selection and completion of internal approval formalities of the Trust. Immediately after the receipt, the Service provider must go through the same and give its acceptance by signing on all the pages of the duplicate copy of the LOI/ PO within the stipulated period.

3. The Bidder would align its expertise from its respective backend team to attend any critical technical issue as and when required.

4. Time would be the essence of this RfP and subsequent LOI/ PO issued/ placed with the Successful Bidder. Therefore, the Bidder must strictly adhere to the delivery schedules failure to which will be considered as breach of the terms and conditions.

## 5.4 Rules for Responding to the RFP

1. All responses should be in English language. All responses by the Bidders to this RFP document shall be binding on such Bidders till the bid validity.

2. All responses including commercial and technical bids would be deemed to be irrevocable offers/ proposals from the Bidders and may, if accepted by the Trust, form part of the final contract between the Trust and the selected Vendor. Bidders are required to attach a '**Letter of Competence**' from an authorized signatory

attesting their competence and the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected. Format of letter is given in **Annexure-VII**.

3.  Any part of the response either technical or commercial bid, submitted by the bidder cannot be withdrawn / modified after the last date for submission of the bids unless otherwise asked by the Trust.

4.  CGTMSE reserves the right to call for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of CGTMSE, the information furnished is incomplete or the Bidder does not qualify for the contract.

5.  The Commercial and Technical bids will have to be signed on all pages of the bid by the uthorized signatory. Unsigned bids would be treated as incomplete and would be liable to be rejected.

6.  The bidders should obtain necessary permissions and approval from the customers whose references have been given in their response, for undertaking site visits and or their obtaining feedback by the Trust.

7.  The Bidder must submit the response exactly in the formats mentioned in this RfP and same should be to the point. It must not provide any irrelevant additional information. All the credentials, claimed in the response, must be accompanied with necessary proof. CGTMSE would be at discretion to reject the response of the bidder in case any part or whole of the response document is found to be partially or fully incomplete or confusing or misguiding or having irrelevant additional information.

8.  Based on the Trust's requirements as listed in this document, the Bidders should architect the best-suited solution that would meet the Trust's requirements and quote for the same.

9.  In case the Bidders quote for more than one solution/ option then the response would be considered as improper and liable to be rejected. The Bidders should not give options to the Trust to select from the multiple offers. The Bidder is expected to select the best option which is cost-effective and meeting the entire Tender specifications. It would be the responsibility of the bidder to decide the best suitable solution/ option.

10. Either the Indian Agent on behalf of the Principal/ OEM or Principal /OEM itself can bid but both cannot bid simultaneously for the same item / product. If an agent submits bid on behalf of the principal / OEM, the same agent shall not submit a bid on behalf of another principal / OEM for the same item /product.

11. The bidder shall represent and acknowledge to the Trust that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations in the performance of the provisions of this RFP.

12. The bidder represents that all the services/ offerings quoted by the bidder in response to this RFP meets the requirements of the Trust as stated in this RfP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Trust.

13. The bidder shall represent that the proposed services/ solution and its constituents including documentation and/ or use of the same by the Trust shall not violate or

infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The bidder represents and agrees to obtain and maintain validity throughout the project, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further agrees to inform and assist the Trust for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Trust for availing services from the bidder.

14. **End of support/ Life/ Sale**: The bidder has to ensure that any equipment supplied as part of this RFP should not have either reached or announced end of support for at least 5 years from the date of this RfP. In the event if any equipment supplied by the bidder reaches end of support, within the period of contract, the bidder has to replace the equipment at no additional cost to the Trust. The equipment should not be marked **End-of-Life/ End-of-Sale** during next 12 months.

15. The Trust will not be responsible for any assumptions or judgments made by the Vendors for arriving at any type of sizing or costing. The Trust at all times will benchmark the performance of the Vendor to this RFP and the expected service levels as mentioned herein. In the event of any deviations, the Vendor must make good the same at no extra costs to the Trust, in order to achieve the desired service levels as well as meeting the requirements as stipulated in this RfP.

16. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by CGTMSE.

17. CGTMSE would not assume any expenses incurred by the Bidder in preparation of the response to this RfP and also would not return the bid, except the late bid, to the Bidder.

18. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Trust. The Vendor cannot take the plea of omitting any charges or costs and later lodge a claim on the Trust for the same.

19. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information / description complying with the requirement must be filled in. Filling up of the information using terms such as "OK", "accepted", "offered", "noted", "as given in brochure / manual" is not acceptable. CGTMSE may treat proposals not adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.

20. Responses received become the property of CGTMSE and can't be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.

21. The Bidders shall adhere to the terms of this RfP document and shall not deviate from the same. If the Bidders have absolutely genuine issues only then should they provide their nature of non-compliance to the same in the format provided separately with this RfP. The Trust reserves its right to not to accept such deviations to the Tender terms, in its sole and absolute discretion.

22. The Bidder [Service Provider] is obliged to give sufficient support to CGTMSE's locations/ offices in the event of non-availability of connectivity.

23. The Bidder will allow AMC/other vendors 24x7 access to the servers and other equipment hosted at their location for maintenance/repair etc. Visits of the technicians to access the server will be intimated by the Trust to the vendor.

## 5.5    Amendment to the bidding document

1. At any time prior to the deadline for submission of Bids, the Trust, for any reason, may modify the Bidding Document, by amendment.

2. The amendment will be posted on Trust's website (**URL: www.cgtmse.in/tenders.html**).

3. All Bidders must ensure that such clarifications have been considered by them before submitting the bid. Trust will not have any responsibility in case some omission is done by any bidder.

4. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Trust, at its discretion, may extend the deadline for the submission of Bids.

## 5.6    Bid Security and Performance Guarantee

### 5.6.1    Bid Security / Earnest Money deposit (EMD)

1. All the responses must be accompanied by a refundable interest free security deposit of **₹1,75,000/- (₹ One Lakh Seventy Five Thousand only**) in the form and manner as prescribed elsewhere in this document.

2. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

3. The Demand Draft/ Pay Order/ BG should be of a Scheduled/ Commercial Bank only and will be accepted subject to the discretion of the Trust.

4. The amount of Earnest money deposit (EMD) would be forfeited in the following scenarios:

    i) In case the Bidder withdraws its bid within the validity period of the bid for any reason whatsoever;

    ii) In case the successful Bidder fails to accept the LOI/ purchase order as specified in this document **within 10 working days** from the date of LOI/ Purchase order for any reason whatsoever; or

    *Besides forfeiting the EMD, the Trust may ban the bidder from subsequent bidding, for a period of 3 years.*

5. The EMD will be refunded to the unsuccessful bidders subsequent to the happening of any of the following events:

    i) Issue of Letter of Intent (LOI)/ Purchase order to selected vendor; **OR**

    ii) End of the bid validity period including extended period (if any), whichever is earlier; **OR**

    iii) Receipt of the signed contract and performance security from the successful bidder.

    **whichever is earlier**.

6. **Successful bidder** will be refunded the EMD amount only after submission of **Performance Bank Guarantee** as mentioned in the following section.

### 5.6.2    Performance Bank Guarantee (PBG)

1. The selected Bidder will be required to provide a Performance Guarantee for an amount equivalent to 10% of the contract value, in the form of Bank Guarantee from a scheduled commercial bank.

2. The performance guarantee should be valid till three months period beyond the expiry of the contract period and should have claim period of three months beyond the PBG validity period.

3. The successful Bidder shall provide the PBG after the communication regarding acceptance of the services has been received from the Trust.

4. Payments for the first quarter shall be released only after the receipt of PBG. However, Service Provider shall continue to provide uninterrupted services in the event of payments being held by CGTMSE on account of non-submission of PBG by the Service Provider.

5. Notwithstanding anything to the contrary contained in the contract, CGTMSE shall be at liberty to invoke the Performance Trust Guarantee without notice or right of demur to the Bidder in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.

6. If aggregated shortfall in achieving Service Level requirement exceeds 10% successively in two quarters or any three quarters in a year, CGTMSE will inter-alias, be at liberty to invoke the performance guarantee within the ambit of preceding paragraph in addition to other remedies available to it under the contract or otherwise.

7. Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of CGTMSE should entitle the Bidder to a reasonable extension of time, such extension may be considered by CGTMSE at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. CGTMSE shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the **performance guarantee accordingly.**

## 5.7 Service Window and Service Level Agreement (SLA)

1. Working Days : Seven days a week [Monday to Sunday]
2. Month : Calendar Month
3. Normal Business Hours : 24 x 7
4. SLA Measurement Period : Quarterly
5. Bandwidth : Full duplex and CIR should be equal to the bandwidth contracted for the location.
6. Network Availability / Uptime :

| S.N. | Category | Uptime |
|------|----------|--------|
| 1 | VPN/P2P | 99.95% |
| 2 | Internet | 99.50% |

7. Internet port availability : 100%
8. Server accessibility uptime : 99.98%
9. Service Delivery [Implementation] : 15 days for Data Centre co-location and managed services & 30 days for Network connectivity.

10.    Managed Services                    :

| Response Time$^{\$\$}$ | Resolution Time$^{\$\$}$ |
|---|---|
| 30 minutes | 60 minutes |

$^{\$\$}$ - from the time when call is logged

11.    Helpdesk facility              : toll free number/mail/portal

12.    Monitoring                     : Proactive

13.    Reporting                      : All reports to monitor the SLA parameters.
                                          Bandwidth utilization report to be provided.

14.    On-line Portal                 : Online portal for viewing bandwidth
                                          utilization, uptime/ downtime and all other
                                          SLA parameters.

## 5.8    Penalty Clauses for services

Compliance of service level requirement towards respective service category will be separately measured every month. Service provider will make all these information available using the SLA tool.

Shortfall in achieving SLA compliance will attract penalty and will be charged every quarter on the total payable for the quarter. The details of penalty calculation for various SLA parameters are mentioned below:

### 5.8.1    Service Delivery [Implementation]

In the event of non-provisioning of services including non-delivery of contracted make/ model of the hardware equipment as per the delivery schedule, penalty at 1% of the annual contract value will be charged for every week's delay subject to maximum of 10%.

### 5.8.2    Network Availability / Uptime

During the entire contract period the Bidder should guarantee uptime during normal business hours as mentioned in SLA **on Quarterly basis**, failing which Trust will impose penalty as under:

- Penalty of ₹1000/- per every 1% or part thereof deviation from SLA for each service.
- The location is said to be down if both primary and backup link fails.
- In case one link is working fine and other link fails the failed link should be made operational within **08 hrs**. In the event of non-operational of the link, penalty of ₹500/- per each hour downtime will be levied.
- The penalty clauses as mentioned above will be applicable to DR location **as and when CGTMSE enters into contract for DR setup.**

**Exclusions:**
Down time due to following situations will not be considered for the purpose of penalty calculation:
- Schedule maintenance by the service provider with prior intimation
- Link down due to power failure at CGTMSE location/ office
- Force majeure events

### 5.8.3 Managed Services

i. Service Provider shall ensure to maintain compliance of the following service level targets for managed services:

| Response time | Resolution time |
|---|---|
| 93% | 95% |

**ii. Measurement Metrics:**

Actual Response and Resolution time will be measured as follows:

$$\text{Response time (\%)} = \frac{\text{Calls attended within stipulated response time}}{\text{Total number of calls received in the quarter}} \times 100$$

$$\text{Resolution time (\%)} = \frac{\text{Calls closed within stipulated resolution time}}{\text{Total number of calls received in the quarter}} \times 100$$

iii. In the event of service level targets not being met, following penalties shall be applicable for managed services:

| Shortfall in SLT by | Penalty (%) |
|---|---|
| <= 1 % | 1 |
| > 1% and <= 3 % | 3 |
| > 3% and <= 5 % | 5 |
| > 5% and <= 6 % | 6 |
| > 6% and <= 8 % | 8 |
| > 8% and <= 10 % | 10 |

iv. Penalty for the quarter will be calculated as:

**Penalty amount = Penalty (%) x Total services Cost for the quarter**.

v. However, the aggregate penalties that may be levied in a quarter towards the aforesaid managed services shall be limited to 10% of amounts payable quarterly for managed service.

*In case service provider fails to achieve compliance level of services successively in two quarters or any three quarters in a year, CGTMSE will reserve the right to re-look at the contract and redefine Service level agreement and penalty clauses to safeguard its interest.*

## 5.9 Acceptance of the Services

1. Post successful delivery/ start/ commissioning of all the services and communication in this regard from the Service Provider, CGTMSE shall carry out a formal acceptance of all the services within 05 working days from the receipt of communication from the Service Provider.

2. As part of acceptance, CGTMSE shall verify the successful completion of following activities by the Service Provider:

   i. Hosting of Servers with OS hardening, installation & configuration of antivirus s/w, configuration of firewall.
   ii. Network connectivity.
   iii. Application access from CGTMSE office and over internet through firewall.

3. In case the Service Provider delivers/ starts/ commissions different services on different dates, latest of such delivery/ start/ commissioning dates shall be considered as the acceptance date. If CGTMSE fails to complete the acceptance of services within 05 working days, services shall be deemed accepted.

## 5.10 Payment Terms

1. Bidder [Service Provider] will be paid in quarterly equal installments after the end of the quarter.

2. Payment of any quarter will be made after deducting TDS/ other taxes and applicable penalty pertaining to the quarter.

3. Payment of first installment will be released only after submission of Performance Bank Guarantee.

4. Payment for subsequent quarters will be made only after payment of previous quarters.

5. Octroi/ entry tax, if any, shall be paid as on actual on the submission of octroi/ entry tax receipt in the name of CGTMSE.

6. All the payments including refund of EMD (if submitted in the form of DD/ Pay order) will be made by CGTMSE Mumbai office, electronically through RTGS/ NEFT. All the bidders should submit duly filled-in & signed [by authorized signatory and bidder's Banker] **Bank Mandate Form** as per format prescribed in **Annexure–XIII**. In case the bidders have already submitted the form with Trust in connection with any other tender/ transactions, same need not to be submitted again and the fact should be clearly mentioned in the General Information about Bidder – **Annexure II**.

## 5.11 Termination Clause

CGTMSE reserves its right to terminate the contract partially or fully in the event of one or more of the following situations:

1. Bidder [service provider] fails to provide hosting space and related services within the stipulated time as per contract or within any extension thereof granted by the Trust.

2. Bidder [Service Provider] fails to install and commission the links within the stipulated time as per contract or within any extension thereof granted by the Trust.

3. Shortfall in achieving the Service Level requirement successively in two quarters or any three quarters in a year.

4. Bidder [Service Provider] fails to perform any other obligation(s) under the contract.

5. Any threat is perceived or observed on the security of Trust's data / property out of any action by the staff deployed for monitoring / configuration etc., by service provider.

6. However either party, in the case of termination, will give 03 month notice to the other party.

7. The Trust may, at any time terminate the contract by giving written notice to the Service provide if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Trust.

8. The Trust will provide the Vendor a remedy period of **90 days** to rectify a default or given situation. The Trust will provide in writing the nature of the default to the

vendor through a letter or mail correspondence. The 90 days' time period will commence from the day the Trust has sent such correspondence to the Vendor.

## 5.12 Payment in case of Termination of contract

In case the contract is terminated, payment towards services will be made on pro rata basis, for the period services that have been delivered, after deducting applicable penalty and TDS/ other taxes.

## 5.13 Insurance

1. As the entire hardware viz. router etc. delivered under the scope of this RfP will be owned by the Bidder [Service Provider] during the entire period of the contract, the service provider will take insurance for all the network hardware items installed in the premises of CGTMSE locations for the entire duration of the contract period against all risks.

2. The insurance shall be for an amount equal to the total value of equipment on "all risks" basis, including war risks, fire and theft and robbery clauses.

## 5.14 Preventive Maintenance

1. The ownership, maintenance and upkeep of the equipment would be the service provider's responsibility and Trust will not be responsible for any damage to the service provider equipment due to voltage fluctuations, surge, earthing issues etc, subject to Trust providing stable power supply with backup for managed router setup.

2. Any hardware failure due to power supply and earthing issues shall be considered as exclusion to downtime. The service provider has to arrange for necessary insurance for the equipment installed at Bank's premises.

3. The service provider has to carry out periodic preventive maintenance including WAN cabling and overall hygiene, in addition to normal maintenance required. The preventive maintenance at the CGTMSE location should be carried out at least once in half year.

## 5.15 Rules for Evaluation of Responses

1. To assist in the scrutiny, evaluation and comparison of responses/offers, CGTMSE may, at its discretion, ask some or all Bidders for clarifications on their offers. The request for such clarifications and the response will necessarily be in writing. CGTMSE has the right to disqualify the Bidder whose clarification is not received by CGTMSE within the stipulated time or is found not suitable to the proposed project.

2. Bidders are requested to be prepared to demonstrate, through presentations and / or site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, **within a week's period after the last date of the submission of proposals**, as mentioned in '**Critical Information**' of this document. Accordingly, CGTMSE will communicate a date and time to all Bidders. The Bidder will arrange for such demonstrations, presentations, site visits and obtain customer feedback at its own cost. All the necessary approval for site visits/ customer feedback must be obtained by the bidders from referred customers.

3. CGTMSE may appoint the services of an external consultant for evaluation of the bids.

4. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/ documents because of any non-disclosure agreement with its other customer or any other reason whatsoever. CGTMSE would not

consider any statement as a credential if same cannot be verified as per its requirement for evaluation.

5.  CGTMSE may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of CGTMSE contains any false or misleading claims or statements. CGTMSE shall not be liable for excluding or rejecting any such proposal.

6.  CGTMSE reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RfP document. CGTMSE would not give any clarification/ explanation to the concerned bidder in case of such rejection.

7.  CGTMSE reserves the right to modify the evaluation process at any time during the Tender process (before submission of bids by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

8.  CGTMSE will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined **the Lowest Bid (L1)**, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. However, CGTMSE shall not be bound to accept the **L1 bid or** any bid and reserves the right to accept any bid, either wholly or in part, as it may deem fit.

## 5.16   Corrupt and fraudulent practice

1.  As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the execution of this RfP and subsequent contract(s). In this context, the bidders to note the following:

    "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.

    "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Trust and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Trust of the benefits of free and open competition.

    The Trust reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## 5.17   Waiver

1.  No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right, power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

## 5.18 Violation of terms

1. The Trust clarifies that the Trust shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Trust may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

## 5.19 Confidentiality

1. This RfP contains information proprietary to CGTMSE. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the RfP may not be reproduced in whole or in part without the express permission of CGTMSE. The Bidders shall submit a non-disclosure agreement as per **Annexure – XII** on non-judicial stamp paper of appropriate value at the time of submission of bids.

2. In case the selected vendor acts is extending similar services to multiple customers, vendor shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this RfP and subsequent purchase order.

## 5.20 IPR Infringement

1. As part of this project, bidder / service provider will deliver different software/ hardware/ services, if the use of any such software/ hardware/ services by / for CGTMSE, infringes the intellectual property rights of any third party, Service provider shall be primarily liable to indemnify CGTMSE to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to software/ hardware/ services provided/ used by Bidder/ Service provider under this project.

## 5.21 Alternate Service Provider

1. At any point during the contract, the Trust may engage alternate service provider for redundancy / Backup at its existing location(s). The service provider shall assist the Trust in integration of the services.

## 5.22 Limitation of liability

1. Save and except the liability under Section of 'IPR Infringent' and/ or indemnity provisions in this RfP, in no event shall either party be liable with respect to its obligations for indirect, consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of the Service Provider, arising at any time under this Agreement shall not exceed the order value.

## 5.23 Rights to Visit

1. All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to CGTMSE or its designees

at any time during normal business hours, as often as CGTMSE deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

2.  CGTMSE, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as CGTMSE may uthorize, the progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.

3.  The Trust and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Trust is not misused. The Bidder will have to cooperate with the authorized representative/s of the Trust and will have to provide all information/ documents required by the Trust.

## 5.24  Audit

1.  The vendor shall allow the Trust, its  authorized personnel, its auditors (internal and external),  authorized personnel from RBI / other regulatory & statutory authorities, and grant unrestricted right to inspect and audit its books and accounts,  to provide copies of any audit or review reports and findings made on the service provider, directly related to the services related to this RfP. In case any of the services are further outsourced/assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities / officials as mentioned above are allowed access to all the related places, for inspection and verification.

## 5.25  Compliance with Statutory and Regulatory Provisions

1.  It shall be the sole responsibility of the Vendor to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP, during the course of the contract.

## 5.26  Taxes and Duties

1.  The Vendor shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products at site including incidental services and commissioning.

2.  The vendor must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with while providing caretaker services. The selected vendor may have to execute an indemnity bond in favour of the Trust in this regard.

3.  Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the vendor at his cost.

4.  Tax deduction at Source – Wherever the laws and regulations require deduction of such taxes at the source of payment, the Trust shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Trust as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

## 5.27  Right of Publicity

1.  Any publicity by the Bidder in which the name of CGTMSE is to be used should be done only with the explicit written permission of CGTMSE.

## 5.28 Resolution of Dispute

1. CGTMSE and the Bidder shall make every effort to resolve amicably by direct informal discussion, any disagreement or dispute arising between them under or in connection with the Agreement. If, after thirty (30) days from the commencement of such informal discussions, CGTMSE and Bidder have been unable to resolve the dispute amicably, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed forum.

2. The dispute resolution mechanism to be applied shall be as follows:

   i) In case of Dispute or difference arising between CGTMSE and Successful Bidder relating to any matter arising out of or connected with this RfP and/or the subsequent agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by an independent third party arbitrator mutually appointed by both the parties.

   ii) Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

   iii) The cost and expenses of Arbitration proceedings will be equally shared and paid by the parties.

3. The agreement/ contract shall be interpreted in accordance with the laws of the India and the Parties agree to submit to the courts of Mumbai.

4. No conflict between the BIDDER and CGTMSE shall cause cessation of services. Only by mutual consent the services will be withdrawn.

5. CGTMSE reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RfP.

## 5.29 Force Majeure

1. Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract/ order subsequent to this RfP is the result of an event of Force Majeure.

2. If a Force Majeure situation arises, successful bidder shall promptly notify CGTMSE in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by CGTMSE in writing, successful bidder shall continue to perform its obligations as per the order placed subsequent to this RfP as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, CGTMSE and the successful bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

4. In the event of the Force Majeure conditions continuing for a period of more than three months the parties shall discuss and arrive at a mutually acceptable arrangement.

## 5.30 Indemnity

1. The Bidder/ successful bidder shall indemnify the Trust, and shall always keep indemnified and hold the Trust, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Trust as a result of:

    i) Trust's authorized/ bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or

    ii) An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RfP document; and/or

    iii) Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Trust; and/or

    iv) Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or

    v) Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or

    vi) Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or

    vii) Negligence, fraudulence activities or gross misconduct attributable to the bidder or its employees or sub-contractors; and/or

    viii) The use of unlicensed and illegal Software and/or allied components by the successful Bidder

2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Trust that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Trust:

    i) Notifies the Bidder in writing; and

    ii) Cooperate with the bidder in the defense and settlement of the claims.

3. The Bidder shall not be liable for defects or non-conformance resulting from:

    i) Software, hardware, interfacing not approved by Bidder; or

    ii) Unauthorized modification of Software or any individual product supplied under this RfP document, or Trust's failure to comply with any mutually agreed environmental specifications.

    iii) Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement;

    iv) Modification of a deliverable by anyone other than the bidder where the unmodified version of the deliverable would not be infringing.

## 5.31 Public Procurement Policy on Micro and Small Enterprises (MSEs)

1. CGTMSE is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.

2. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).

3. Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances.

4. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.

# 6. Eligibility Criteria

## 6.1 Minimum Eligibility Bid

1. Proposals not complying with the prescribed 'Minimum Eligibility criteria' and not submitted as per **Annexure-III** are liable to be rejected and will not be considered for further evaluation.

2. The references/ facts submitted by the bidders shall only be considered by CGTMSE if the same are verifiable. The references which are not presented with verifiable facts due to NDA with customer or for any other similar reason shall not be considered by CGTMSE for evaluation.

## 6.2 Technical Bid

1. Vendors should quote for the solutions and its components strictly complying with technical specifications and features & functionalities as prescribed hereunder:

1. The solution should be complying with the specifications and features & functionalities as mentioned in the **Annexure-V.**

2. Detailed architecture and implementation plan of the proposed solution should be submitted as a separate document as '**Appendix to Annexure-V.Solution Architecture and Implementation Plan**'.

## 6.3 Commercial Bid

1. The commercial bids should be submitted as per **Annexure-VII**. Commercial bids not found to be submitted in the prescribed format and in accordance with the terms of this RfP, shall be declared as '**Non-responsive'** and hence shall be rejected.

■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■

# 7. Evaluation Methodology

## 7.1 Evaluation process

1. The Trust has adopted a Three (3) bid evaluation process in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.

   i) Minimum Eligibility Criteria

   ii) Technical Bid

   iii) Commercial Bids

2. The Trust shall evaluate first the **'Minimum Eligibility Criteria'** bids and based on its evaluation, **'Technical Bids'** shall be undertaken for evaluation at the second stage. Based on the outcome of Technical evaluation, **'Commercial bids'** shall be opened for the technically qualified proposals only. The final selection will be done based on **the commercial evaluation** of technically short listed bidders.

3. The evaluation by the Trust will be undertaken by a Committee of Officials or/ and representatives formed by the Trust and its decision will be final.

4. During evaluation of Bids, the Trust, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Letter/e-Mail), and it should be submitted within the time stipulated by the Trust. No change in the price of substance of the Bid shall be sought, offered or permitted.

5. **Normalization –** CGTMSE reserves the right to go for normalization process after technical evaluation and accordingly may request all the bidders to submit revised bid (technical or commercial or both) to avoid any possible ambiguity in evaluation process or make apple-to-apple comparison or to bring further transparency in the evaluation process.

## 7.2 Preliminary Examinations

1. The Trust will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.

2. The Trust may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

3. Prior to the detailed evaluation, the Trust will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, bid price, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. The Trust's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Trust would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site(s) of the bidder, witness demos, bidders presentation, verify functionalities / response times etc.

4. If a Bid is not substantially responsive, it will be rejected by the Trust and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

5. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

## 7.3 Evaluation of Minimum Eligibility Criteria

1. Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the '**Minimum Eligibility Criteria'** section. Bids not complying with the minimum eligibility criteria are liable to be disqualified/ rejected and will not be considered for further evaluation.

2. Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.

3. Successful bids out of this stage would be considered for technical evaluation.

## 7.4 Evaluation of Technical Bids

1. The technical bids will be evaluated for determining the continued eligibility of the Bidder for Project and compliance of the bids with the necessary technical requirements and scope of work of this tender.

2. Trust may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.

3. CGTMSE may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by CGTMSE.

4. The shortlisted bidders may be called for presentation on the solution based on the technical bids submitted by them to make an evaluation. Such presentations will become part of the technical bid. CGTMSE will not pay/ reimburse any expenditure incurred by the vendor for arranging the presentations or site visits.

5. During technical evaluation, CGTMSE may interact with the customer references submitted by the bidder.

## 7.5 Evaluation of Commercial Bids

1. In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be considered for commercial evaluation.

2. Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

3. Bidders who do not qualify the technical evaluation will not be invited for Commercial evaluation.

4. The date for opening of commercial bids will be separately advised.

5. The **Total Cost of Ownership (TCO)** for five years would be considered for evaluation of commercial bids, where:

TCO =    [5 x (Total Cost of Mandatory Services for DC for 01 Year +
Total Cost of Optional Services for DC for 01 Year +
Total Cost of Optional Services for DR Site for 01 Year) +
One Time cost of Transition Services + Link Shifting Charges]

6. The Trust will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the Lowest Commercial bid (L1) i.e. lowest TCO.

7. While the purchase order shall be placed for [(**Total cost of Co-location and Managed Services for 01 year) x 05 + One time Transition Charges],** purchase orders for other optional services shall be placed as and when such services are required by the Trust during the contract period.

## 7.6 Arithmetic errors correction

1. Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:

    i) If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure.

    ii) If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.

    iii) If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

    iv) If the unit price quoted by the bidder in figures and in words are equivalent but the total bid price of the item has not been worked out correctly, the unit price quoted by the bidder shall be taken as correct.

    v) The bidders, for whom arithmetic corrections are warranted / required, must accept the arithmetic corrections in writing / mail, within a specified date and time as may be decided by the Trust, or their bid should be rejected.

## <u>Annexure – I.Bid Covering Letter</u>

*(To be submitted on Bidder's company letter head)*

Date:

The General Manager
CGTMSE
7th Floor, MSME Development Centre,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
**<u>Mumbai – 400 051</u>**

Dear Sir,

### <u>Data Center and Network Connectivity Services</u>
**(Rfp No. 2014-15/IT/03 dated 02/10/2014)**

We, the undersigned bidders, having read and examined the aforesaid RfP document in detail, do hereby propose to extend the services as specified in the above mentioned Tender document and submit the following as per requirement:

**1**. **Bid Price**: We have enclosed a Demand Draft/ Banker's Cheque of the sum of **₹1,000/- (₹ One Thousand only)** towards non-refundable bid price.

**2. Earnest Money Deposit (EMD):** We have enclosed a Demand Draft / Banker's Cheque/ Bank Guarantee (BG) of the sum of **₹1,75,000/- (₹ One Lakh Seventy Five Thousand only)** towards EMD. We understand that the EMD is liable to be forfeited in accordance with the provisions mentioned in the RfP.

**3.** Minimum Eligibility bid, Technical bid and Commercial bid inside separate envelopes, in prescribed formats.

4. Details of presentation and site visit/ customer feedback are given below:

| Event | Date & Time | Address & Contact details | Remarks/ Comments |
|---|---|---|---|
| Presentation | | CGTMSE Office, Mumbai | |
| Site Visit | | *<pl. give the details of the customer referred>* | |

5. We undertake that both of our Data Centers being proposed are at least Tier-III standards compliant.

6. We undertake that: *<pl. tick whichever is applicable>*

   ☐ Premises of both the Data Centres are owned premises and are registered in the name of < bidder's name>.

   ☐ Premises of both the Data Centres are leased vide lease agreement dated ……….. between <bidder's name> and <name of the lessor>. Unexpired lease as on the last submission of bids for this RfP is …. Years.

7. We also undertake to have read, understood and accepted the terms and conditions specially those related to evaluation and selection processes mentioned in the RfP except the points mentioned in **Annexure-VI (Statement of deviations)** in our bid response. Having submitted our response to the aforesaid RfP, we also understand not to have any option to raise any objection against any of the said processes defined in the RfP in any future date. We understand that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Thanking you,

Yours sincerely,

Date                          Signature of Authorised Signatory …

Place                         Name of the Authorised Signatory …

                              Designation …

                              Name of the Organisation …

                              Seal …

# Annexure – II.Minimum Eligibility Bid
**(Rfp No. 2014-15/IT/03 dated 02/10/2014)**

| S. No | Criteria | Bidder's Response |
|---|---|---|
| 1 | Name of the bidder company | |
| 2 | Year of establishment | |
| 3 | Type of Company<br>*[Govt./ PS / Pub. Ltd/ Pvt. Ltd/ Partnership/ Proprietary]* | |
| 4 | Registration No. and date of registration.<br>*[Registration Certificate to be enclosed]* | |
| 5 | Address of Registered Office with contact numbers [phone /fax/mail] | |
| 6 | Address of Local Office at Mumbai with contact numbers [phone /fax/mail] | |
| 7 | PAN No. | |
| 8 | **Contact Details of Bidder authorized to make commitments to CGTMSE** | |
| a | Name | |
| b | Designation | |
| c | Mobile No. | |
| d | Fax No. | |
| e | Mail Id | |
| 9 | MSE Status as per the definition at **para 5.34** of the RfP <***tick appropriate***>: | |
| | ☐   Company **does not qualify** the status of MSE. | |
| | ☐   Company **does qualify** the MSE status. Relevant document is attached herewith. *<please attach MSE registration certificate or a certificate from Chartered Accountant>.* | |
| 10 | The Bidder should have:<br>i.  An average annual turnover of at least **₹50 Crore** during any two of the last three financial years ending March 2014, out of Indian Operations. AND<br>ii.  The Bidder should have positive net worth and cash profit (i.e. no cash loss) in 02 years out of last 03 years.<br>*[Certificate of auditors/ Chartered Accountant for last three years mentioning turnover, net worth and cash profit to be enclosed]* | |

| FY → | 2011-12 | 2012-13 | 2013-14 |
|---|---|---|---|
| Turn Over | | | |
| Net Worth | | | |
| PAT | | | |

| S. No | Criteria | Bidder's Response |
|---|---|---|
| 11 | The Bidder should have been operating at least Tier III Commercial Data Centers for a minimum period of 05 (Five) years in India.<br>*[Supporting document – publicly available information of the proposed data centre along with an undertaking on a Bidder's letterhead, clearly mentioning the address of the proposed Data Centre and that it is complying with tier III requirements.]* | |
| 12 | The Bidder should have at least 02 Tier III or above Data Centers in India with at least 01 Data Center in Mumbai/ Navi Mumbai and another Data Centre in another city falling in different seismic zone lower than the seismic zone of Mumbai/ Navi Mumbai.<br>*[Details to be given – addresses of Data Center in Mumbai/ Navi Mumbai and Data Center in different seismic zone ]* | |
| 13 | The bidder must be the owner of the proposed Data Centres. In case of leased premises; an unexpired lease period must be for 10 years from the RFP Response submission date.<br>*[Undertaking to the effect that the premises are owned/ leased by the service provider with other details. Registered Lease agreement and registered sale agreement copies whichever applicable as supporting documents.]* | |

| S. No | Criteria | | | Bidder's Response |
|---|---|---|---|---|
| 14 | The Bidder should have experience in servicing at least 05 customers for more than 03 years through its Data Centers. Provide details as under: *[Credential Letter from customers clearly mentioning that they have taken Data Centre co-hosting/ co-location facility from the Bidder.]* | | | |
| | **Customer Name** | **Customer Details with Contact No.** | **Services Subscribed** | **Client since (no. of years)** |
| I | | | | |
| ii | | | | |
| iii | | | | |
| iv | | | | |
| v | | | | |
| 15 | The Bidder should have a strong domestic network with point of presence in at least 100 locations across India. The service provider should have network handshake with at least 03 Tier-1 Telecom providers in India. *[Documentary evidence to be submitted]* | | | |
| 16 | The Bidder should be a National Long Distance Service Provider or IP VPN service provider / Basic Service operator having own VPN network under license from GoI. *[Copy of license to be enclosed]* | | | |
| 17 | The Bidder should own high redundancy network backbone or backbone created by using multiple service providers fiber backbone [at least from three service providers] in redundant architecture. The network should offer redundancy at all levels. | | | |
| 18 | The bidder should not have been black-listed by any Public Sector Bank, Trust, RBI or IBA or any other Government. *[Self-declaration/ certification to this effect should be submitted]* | | | |
| 19 | The Bidder should have at least one of the below certifications for their Data Center:<br>• ISO 27001<br>• ISO 1893:1984 Seismic Compliance<br>*[Copy of certificate to be enclosed]* | | | |
| 20 | The Bidder should have the following certifications for their Data Center:<br>• ISO 9001 for Quality Process<br>• ISO 20000 ITSM based Service delivery<br>*[Copy of certificate to be enclosed]* | | | |

Date                    Signature of Authorised Signatory …

Place                 Name of the Authorised Signatory …

                          Designation …

                          Name of the Organisation …

                          Seal …

Note    1.  Bidder's response should be complete. Yes/ No answer is not acceptable.
          2.  Documentary proof, sealed and signed by authorized signatory, must be submitted
          3.  Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. The Trust will not make any separate request for submission of such information.
          4.  The Trust will contact the referred customers for verifications of facts, the bidder to ensure

that the customer is intimated. Further in case the Trust feels to visit the site, the bidder to take necessary approvals for the same. The Trust will not make any separate request to the bidders customers.

5. Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

# Annexure – III.Technical Bid
**(Rfp No. 2014-15/IT/03 dated 02/10/2014)**

| S. No. | Item | Description | Vendor's Response |
|---|---|---|---|
| 1 | **Data Center Hosting location** | Within Mumbai/ Navi Mumbai | <pl. give complete address of the DC Site> |
| 2 | **Disaster Recovery Site hosting location** | Should be in different seismic zone lower than the seismic zone of Mumbai/ Navi Mumbai. | <pl. give complete address of the DR Site> |
| 3 | Infrastructure | The Data Center should have a high capacity freight lift for ease of movement of Servers and High density H/w devices | |
| | | Power to the racks should be available from two different UPS sources. | |
| | | The Data Center should have dedicated high capacity DG sets to cater to power supply in case of failure of primary power. | |
| | | The Data Center should have dedicated high capacity underground diesel tanks for ensuring 24 hour power backup. | |
| | | Premises should have installed a centrally managed Building Management system (BMS) to manage BMS activities on a 24*7 basis. | |
| | | The Data Centre facility building should be designed and constructed for Earthquake resistance and should be away from hazardous chemical/ inflammable materials. | |
| 4 | HVAC Requirements | The Data Center should ensure precision air conditioning based cooling for the server hall area. The cooling design should be based on industry renowned ASHRAE guidelines. | |
| | | The Data Center should have temperature, humidity & dust control. Temperature should be maintained at 22+/-2 Degrees. | |
| | | The humidity at the Data Center should be maintained at 50 % +/- 5% RH | |
| 5 | Physical Security | The Data Center should have zone based physical security with access controls using proximity cards, pin based systems, biometric controls & CCTV monitoring for surveillance of the server hall area | |
| | | Security for the building to be available 24*7 at the entry / exit levels. | |
| 6 | Safety Measures | The server hall should have advanced fire detection & suppression system. | |
| | | The Data Center should have advanced water leakage detection system. | |
| | | The Data Center should have electronic rodent control systems with operability on varied frequency range. | |
| 7 | Service Level Agreements | The Bidder should commit an uptime and availability SLA of at least 99.98% for Data Centre environmental infrastructure on a quarterly basis. | |
| | | The VPN/ P2P connectivity availability should be at least 99.95% | |

| S. No. | Item | Description | Vendor's Response |
|---|---|---|---|
| | | The Internet Connectivity availability should be at least 99.50% | |
| | | The Bidder should commit prescribed SLA for managed services. | |
| 8 | Mandatory Services at Data Center | Bidder should be able to provide all the following mandatory services as per Bill of Material. | |
| | | Co-location space (1U) for Servers (03) & Switch (01), **including power consumption.** | |
| | | Internet Data Transfer of 1.5 TB **per year across the pool of 03 servers** | |
| | | Backup and Restore Management with 500 GB Data Backup per server per month**.** | |
| 9 | Managed Services at Data Center | Bidder should be able to provide following Managed services as per Bill of Material. | |
| | | Security services **per server per year** | |
| | | Managed shared firewall services **per server per year** | |
| | | Database Administration (DBA) Services **per instance per year** | |
| | | Server Administration **per server per year** | |
| | | Remote hands and eye services **per server per year** | |
| 10 | Connectivity Services | Bidder should be able to provide following Connectivity services as per Bill of Material. | |
| | | Primary Connectivity (VPN/P2P) between DC and CGTMSE **– 08 Mbps.** Please indicate type of proposed primary connectivity and maximum capacity of last mile. | |
| | | Secondary passive Connectivity (VPN/P2P) between DC and CGTMSE, **with last mile from alternate service provider – 04 Mbps.** Also indicate: <br> i. Type of proposed connectivity. <br> ii. Maximum capacity of last mile. <br> iii. Details of service providers with whom bidder has tie-up for last mile. <br> *[Proof of same to be attached].* | |
| | | Clean Internet connectivity of **02 Mbps** to be terminated at CGTMSE | |
| 11 | Hardware on rental basis | Bidder should be able to provide following network hardware & related services as per Bill of Material. | |
| | | Network Hardware on rental basis | |
| | | Make (**Cisco/ Juniper only**) and model of the router and other hardware being provided by the vendor to provide end to end connectivity. | |
| | | Router management services | |
| | | Routers should support both IPv4 and IPv6 | |
| | | Routers should support IPSec encryption for data confidentiality | |
| 12 | Optional Services at Data Centre | Bidder should be able to provide following optional services **at Data Centre**, as and when required by the Trust during the contract period | |
| | | Additional Co-location Space (1U), power, Internet Data Transfer & Data Backup | |
| | | SAN Storage Services with management and storage space per 100GB | |

| S. No. | Item | Description | Vendor's Response |
|---|---|---|---|
| | | Lotus Domino Server Administrations – **per domino server** | |
| | | Primary Connectivity between DC and CGTMSE – **12 Mbps** | |
| | | Primary Connectivity between DC and CGTMSE – **16 Mbps** | |
| | | Secondary passive Connectivity between DC and CGTMSE – **08 Mbps** | |
| | | Secondary passive Connectivity between DC and CGTMSE – **16 Mbps** | |
| 13 | Optional Services at DR Site | Bidder should be able to provide following optional services **at DR Site**, as and when required by the Trust during the contract period | |
| | | Co-location Space per U, power, Internet Data Transfer & Data Backup. | |
| | | Security services **per server per year** | |
| | | Managed shared firewall services **per server per year** | |
| | | Database Administration (DBA) Services **per instance per year** | |
| | | Server Administration **per server per year** | |
| | | Remote hands and eye services **per server per year** | |
| | | Connectivity between DC and DR for shipment of archive logs with current log size of around 20 GB per month and expected to increase to 40 GB per month during the period of the contract with an annual increase of 20%. The Vendor should maintain Recovery Point Objective (RPO) of 30 minutes and Recovery Time Objective (RTO) of 60 minutes. | |
| | | Virtual and Physical servers on opex model | |
| 14 | Call Logging | Procedure for logging call and the mechanism followed for resolution of the call. | |
| 15 | Solution Architecture | Solution architecture proposed by the vendor. Systematic representation of the solution architecture proposed by the vendor to be attached. | |
| 16 | Remote access | Provision for remote desktop access of all the servers. | |

Date                    Signature of Authorised Signatory …

Place                   Name of the Authorised Signatory …

                        Designation …

                        Name of the Organisation …

                        Seal …

# Annexure – IV. Commercial Bid

**(Rfp No. 2014-15/IT/03 dated 02/10/2014)**

*[Amt in ₹]*

| S.N. | Item Description | Qty. | Unit Price per Year | | | Total Cost |
|---|---|---|---|---|---|---|
| | | | Basic Price | All applicable taxes | Total Unit Cost with taxes | |
| | | [a] | [b] | [c] | [d] = [b + c] | [e] = [a x d] |
| **I** | **Mandatory Services Costs** | | | | | |
| **A.** | **Co-location Services (DC)** | | | | | |
| 1 | a. Co-location space (1U) for Servers (03) & Switch (01) | 07 | | | | |
| | b. Additional power charges per U, **if any.** | 07 | | | | |
| 2 | Internet Data Transfer charges for **1.5 TB per year across the pool of 03 servers** | 01 | | | | |
| 3 | Backup and Restore Management with 500 GB Data Backup per server per month**.** | 03 | | | | |
| **4** | **Subtotal of Co-location Services [B]= [1+2+3+4]** | | | | | |
| **C.** | **Managed Services (DC)** | | | | | |
| 5 | Security services **per server per year** <br> - OS hardening, <br> - Quarterly VAPT <br> - Antivirus <br> - Patch management <br> - Quarterly Server port scanning <br> - Log analysis of servers & firewall for vulnerabilities <br> - Anti-spam <br> - Distributed denial of Services (DDOS) | 03 | | | | |
| 6 | Managed shared firewall services **per server per year** | 03 | | | | |
| 7 | Database Administration (DBA) Services **per instance per year** | 02 | | | | |
| 8 | Server Administration **per server per year** | 03 | | | | |
| 9 | Remote hands and eye services **per server per year** | 03 | | | | |
| **10** | **Sub-total of Managed Services (DC): [D] = [5+6+7+8+9]** | | | | | |
| **E.** | **Connectivity Services** | | | | | |
| 11 | Primary Connectivity between DC and CGTMSE **– 08 Mbps** | 01 | | | | |
| 12 | Secondary passive Connectivity between DC and CGTMSE, **with last mile from alternate service provider – 04 Mbps** | 01 | | | | |
| 13 | Clean Internet connectivity charges for **02 Mbps** to be terminated at CGTMSE | 01 | | | | |
| **14** | **Sub-total of Connectivity Services between DC & CGTMSE: [F] = [11+12+13]** | | | | | |
| **G.** | **Hardware** | | | | | |
| 15 | Network Hardware rental | 01 | | | | |
| 16 | Router management charges | 01 | | | | |
| **17** | **Sub Total of Hardware Services for DC: [H] = [15+16+17]** | | | | | |
| **18** | **Total Cost of Co-location & Managed Services for DC, for 01 Year: [I ] = [ B+D+F+H]** | | | | | |
| **II** | **Optional Services at Data Center – Rate Contract** | | | | | |
| 19 | Additional Co-location Space (1U) | 01 | | | | |

| S. N. | Item Description | Qty. | Unit Price per Year | | | Total Cost |
|---|---|---|---|---|---|---|
| | | | **Basic Price** | **All applicable taxes** | **Total Unit Cost with taxes** | |
| | | [a] | [b] | [c] | [d] = [b + c] | [e] = [a x d] |
| 20 | Additional Power charges **per 100 Watt** | 01 | | | | |
| 21 | Additional Internet per GB Data transfer | 01 | | | | |
| 22 | Additional data backup charges per GB. | 01 | | | | |
| 23 | SAN Storage Managed Service with Storage space **per 100 GB**. | 01 | | | | |
| 24 | Lotus Domino Server Administrations – per domino server | 01 | | | | |
| 25 | Primary Connectivity between DC and CGTMSE – **12 Mbps** | 01 | | | | |
| 26 | Primary Connectivity between DC and CGTMSE – **16 Mbps** | 01 | | | | |
| 27 | Secondary passive Connectivity between DC and CGTMSE – **08 Mbps** | 01 | | | | |
| 28 | Secondary passive Connectivity between DC and CGTMSE – **16 Mbps** | 01 | | | | |
| 29 | Primary Connectivity between CGTMSE's existing office at MSME Dev. Centre (SIDBI) and proposed new office at Naman Centre, along with router – **04 Mbps** | 01 | | | | |
| 30 | Primary Connectivity between CGTMSE's existing office at MSME Dev. Centre (SIDBI) and proposed new office at Naman Centre, along with router – **08 Mbps** | 01 | | | | |
| 31 | **Total Cost of Optional Services for DC, for 01 Year: [J] = [19 to 30]** | | | | | |
| III | **Optional Services at DR Site – Rate Contract** | | | | | |
| 32 | Co-location space per U | 01 | | | | |
| 33 | Power charges per 100Watt | 01 | | | | |
| 34 | Internet Data Transfer charges **per GB per year.** | 01 | | | | |
| 35 | Internet **per GB** Data transfer | 01 | | | | |
| 36 | Data Backup charges for 500 GB **per server per month,** with Backup & Restore Management Service | 01 | | | | |
| 37 | Data Backup Charges per GB | 01 | | | | |
| 38 | Security services **per server per year**<br>- OS hardening,<br>- Quarterly VAPT<br>- Antivirus<br>- Patch management<br>- Quarterly Server port scanning<br>- Log analysis of servers & firewall for vulnerabilities<br>- Anti-spam<br>- Distributed denial of Services (DDOS) | 01 | | | | |
| 39 | Managed shared firewall services **per server per year** | 01 | | | | |

| S. N. | Item Description | Qty. | Unit Price per Year | | | Total Cost |
|---|---|---|---|---|---|---|
| | | | Basic Price | All applicable taxes | Total Unit Cost with taxes | |
| | | [a] | [b] | [c] | [d] = [b + c] | [e] = [a x d] |
| 40 | Database Administration (DBA) Services **per instance per year** | 01 | | | | |
| 41 | Server Administration **per server per year** | 01 | | | | |
| 42 | Remote hands and eye services **per server per year** | 01 | | | | |
| 43 | Connectivity between DC and DR for shipment of archive logs with current log size of around 20 GB per month and expected to increase to 40 GB per month during the period of the contract with an annual increase of 20%. The Vendor should maintain Recovery Point Objective (RPO) of 30 minutes and Recovery Time Objective (RTO) of 60 minutes. | 01 | | | | |
| 44 | Virtual Server with following specs on opex model: <br> i. OS: Windows 2008 R2 Enterprise, 64bit <br> ii. RAM: 4GB in normal operations & 8GB during DR operations. <br> iii. Processor: 2 cores during normal operations & 4 cores during DR operations. <br> iv. HDD: 80 GB | 01 | | | | |
| 45 | Physical Server with following specs on opex model: <br> i. OS: Windows 2008 R2 Enterprise, 64bit <br> ii. RAM: 128GB <br> iii. Processor: Quad Core, Single CPU. <br> iv. HDD: 2 x 1TB with 0+1 RAID <br> v. N/w Connectivity: 4 NICs (1 Gbps) Ethernet and 01 dual port FC HBA <br> vi. Power supply: redundant. | 01 | | | | |
| 46 | SAN Storage Managed Service with Storage space **per 100 GB**. | 01 | | | | |
| 47 | **Total Cost of Optional Services for DR, for 01 Year: [K] = [32 to 46]** | | | | | |
| 48 | **Total Cost of Services (Optional + Mandatory) for 01 Year [L] = [I+J+K]** | | | | | |
| 49 | One time transition charges: [M] | | | | | |
| 50 | Link Shifting Charges: [N] | | | | | |
| **51** | **Total Cost of Ownership (TCO of Services for 05 Years: [N] = [Lx5 + M+N]** | | | | | |

Bidders are requested to note the following:

- Price for all the components will be considered for evaluation of commercial bid.

- Masked commercial bids must be given with technical bid.

- Rate quoted for optional items must be valid till the end of the contract tenure from the date of entering the contract.

- All the rates must be quoted in INR.

- While the initial purchase order shall be placed for **[(Total cost of Co-location and Managed Services for 01 year) x 05 + One time Transition Charges],** purchase orders for optional services shall be placed as and when such services are required by the Trust during the contract period.

| | |
|---|---|
| Date | Signature of Authorised Signatory … |
| Place | Name of the Authorised Signatory … |
| | Designation … |
| | Name of the Organisation … |
| | Seal … |

# Annexure – V.Declaration Regarding Clean Track Record

*(To be submitted on Bidder's company letter head)*

Date:

The General Manager
CGTMSE
7th Floor, MSME Development Centre,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
**Mumbai - 400 051**

Dear Sir,

## Declaration Regarding Clean Track Record

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP No. **2014-15/IT/03 dated October 02, 2014** regarding selection of the vendor for providing Data Center Hosting and Network Services to CGTMSE. We hereby declare that our company has not been debarred/ black listed by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India. I further certify that I am competent officer in my company to make this declaration that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

| | |
|---|---|
| Date | Signature of Authorised Signatory … |
| Place | Name of the Authorised Signatory … |
| | Designation … |
| | Name of the Organisation … |
| | Seal … |

# Annexure – VI.Statement of Deviations

*(To be submitted on Bidder's company letter head)*
**(Rfp No. 2014-15/IT/03 dated 02/10/2014**)

Bidders are required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.

CGTMSE may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by CGTMSE will not entitle the bidder to submit a revised commercial bid.

Further, any deviation mentioned elsewhere in the response other than in this format shall not be considered as deviation by CGTMSE.

| List of Deviations – RfP for Data Center Hosting and Network Services | | | |
|---|---|---|---|
| **S. No.** | **Clarification point as stated in the tender document** | **Page / Section Number in RfP** | **Comment/ Suggestion/ Deviation** |
| 1. | | | |
| 2. | | | |

*<additional rows may be added, if required>*

Date                 Signature of Authorised Signatory:

Place              Name of the Authorised Signatory:

                            Designation:

                            Name of the Organisation:

                            Seal:

# Annexure –VII.Letter of Competence

*(To be executed on a non judicial stamp paper of requisite value)*

**(Rfp No. 2014-15/IT/03 dated 02/10/2014)**

This is to certify that we *[Insert name of Bidder]*, address ………………….. are fully competent to undertake and successfully deliver the services as per scope mentioned in the above RfP. This bid is being submitted after fully understanding the objectives of the project and requirements of providing services as mentioned in the captioned RfP.

We certify that the quality and number of resources to be deployed by us for implementation will be adequate to deliver the services professionally and competently within the prescribed time frame and Service Level Agreements (SLAs).

We also certify that all the information given by us in response to this RfP is true and correct.

Thanking you,

Yours sincerely,

Date        Signature of Authorised Signatory …

Place        Name of the Authorised Signatory …

          Designation …

          Name of the Organisation …

          Seal …

# Annexure – VIII.Power of Attorney

*(To be executed on a non judicial stamp paper of requisite value)*

**(Rfp No. 2014-15/IT/03 dated 02/10/2014)**

BY THIS POWER OF ATTORNEY executed at _____ on _____, 2014, We, _____, a Company incorporated under the Companies Act, 1956, having its Registered Office at _____ (hereinafter referred to as "the Company") doth hereby nominate, constitute and appoint <**Name**>, <**Employee no**.>, < **Designation**> of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

▪ Execute and submit on behalf of the Company a Proposal and other papers / documents with 'Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE)' relating to '**Request for proposal No. RfP No. 2014-15/IT/03 dated October 02, 2014 for Data Centre Hosting and Network Services**' and to attend meetings and hold discussions on behalf of the Company with CGTMSE in this regard.

THE COMPANY DOTH hereby agree to ratify and confirm all whatsoever the attorney shall lawfully do or cause to be done under or by virtue of these presents including anything done after revocation hereof but prior to actual or express notice thereof being received by the person or persons for the time being dealing with the attorney hereunder.

IN WITNESS WHEREOF, _____ has caused these presents to be executed by _____ on the day, month and year mentioned hereinabove.

For and on behalf of the Board of Directors of

_____

_____
_____

WITNESS:

Signature of _____

_____
Attested
_____

# Annexure – IX.Performance Bank Guarantee

*(To be executed on a non judicial stamp paper of requisite value)*

*(This is a sample format and final contents are subject to
Verification before execution of the document)*

## BANK GUARANTEE

**Credit Guarantee Fund Trust for Small and Medium Enterprises
7th Floor, C-11, G-Block
Bandra Kurla Complex, Bandra (E)
Mumbai - 400051**

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Trust of India (CGTMSE), a Corporation constituted and established under the Small Industries Development Trust of India Act, 1989, and having its Head Office at CGTMSE, 7th Floor, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called the CGTMSE ) having agreed to award a contract to  M/s. ' Service Provider Name' having its office at ' Service Provider's Office Address', (hereinafter called "the Service Provider")  for "**Data Centre Hosting and Network Connectivity Services**" on the terms and conditions contained in the Purchase order No………. dated _____ placed with the Service Provider and CGTMSE (hereinafter called "the said Order") which terms, interalia, stipulates for submission of Bank Guarantee for 10% of the contract value i.e. ₹. _____ (Rupees _____ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

At the request of the Service Provider, (Bank name & address) _____, having its principal/ registered office at _____ and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address)_____ _____ (herein after referred to as (Bank name) _____ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No _____ in favour of **Credit Guarantee Fund Trust For Small and Medium Enterprises (CGTMSE)**

1. We,  do hereby unconditionally and irrevocably undertake to pay to CGTMSE, without any demur or protest, merely on receipt of a written demand in original before the close of Bank's business hours on or before _____, at our counters at (Bank address) _____ from CGTMSE an amount not exceeding _____ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of the CGTMSE regarding breach shall be final, conclusive and binding.

2. We do hereby guarantee and undertake to pay forthwith on written demand to CGTMSE such sum not exceeding the said sum of ₹. _____ (Rupees _____ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for "**Data Center Hosting and Network Connectivity Services**" to CGTMSE in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.

3.  We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. _____, whichever is earlier.

4.  We undertake to pay to CGTMSE all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.

5.  We further agree with you that CGTMSE shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by CGTMSE against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of CGTMSE or any indulgence by the CGTMSE to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above _____ or extend beyond _____

6.  The liability under this guarantee is restricted to ₹. _____ (Rupees _____ only) and will expire on (date) _____ and unless a claim in writing is presented to us at counters at (Bank & address) _____ on or before (date) _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.

7.  The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.

8.  The executants has the power to issue this guarantee and executants on behalf of the Trust and hold full and valid Power of Attorney granted in their favour by the Trust authorizing them to execute this guarantee.

9.  Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ₹_____ (Rupees_____).

10. This guarantee shall remain in force until (date) _____. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) _____, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.

11. We, (Bank name, place) _____lastly undertake not to revoke this guarantee during its currency except with the previous consent of CGTMSE in writing.

12. Notwithstanding anything to the contrary contained herein, the liability of (Bank name & place) under this guarantee is restricted to a maximum total amount of ₹ _____ (Rupees _____).

13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (Bank name & address) _____, delivered by hand, courier or registered post, prior to close of Banking hours on (date) _____, failing which all rights under this guarantee shall be forfeited and (Bank name & place) _____ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place _____) shall have exclusive jurisdiction.

14. Kindly return the original of this guarantee to (Bank name & address) _____ upon the earlier of (a) its discharge by payment of claims aggregating to ₹ _____ (Rupees _____) (b) fulfillment of the purpose for which this guarantee was issued; or (c) _____ (date)"

15. All claims under this guarantee will be made payable at (Bank name & address) _____ by way of DD payable at Mumbai

In witness where of we ..................... have set and subscribed our hand and seal this ....................... day of ........................2014.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS  :

1) Name..........................
   Signature.......................
   Designation..................

2) Name..........................
   Signature.......................
   Designation..................

# Annexure – X. Letter of Conformity
*(To be submitted on Bidder's company letter head)*

Date:

The General Manager
CGTMSE
7th Floor, MSME Development Centre,
Plot No. C-11, G Block
Bandra Kurla Complex (BKC), Bandra (E)
**Mumbai - 400 051**

Dear Sir,

**Data Center and Network Connectivity Services**
**(Rfp No. 2014-15/IT/03 dated 02/10/2014)**

We, the undersigned bidders, having read and examined the aforesaid RfP document, issued by CGTMSE and hereinafter referred as 'Trust' do hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Trust, provided however that only the list of deviations furnished by us in **Annexure-IX** of the main RfP document which are expressly clarified by the Trust and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. The Trust is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Trust's decision not to accept any such extraneous conditions and deviations will be final and binding on us and persons claiming through us.

We also here by confirm that our prices as specified in our Commercial Bid are as per the Payment terms specified in the Tender document.

Thanking you,

Yours sincerely,

| Date | Signature of Authorised Signatory … |
|------|--------------------------------------|
| Place | Name of the Authorised Signatory … |
| | Designation … |
| | Name of the Organisation … |
| | Seal … |

# Annexure – XI.EMD / Performance Security Form

*(Sample Format – To be executed on a non-judicial stamped paper of requisite value)*

To: **Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE)**

WHEREAS ………………………………………………….. (Name of Vendor) (hereinafter called the 'the Vendor") has undertaken, in pursuance of Request for Proposal (RFP) No. **2014-15/IT/03 dated 02/10/2014** for the "**Data Centre Hosting and Network Connectivity Services**" (description of Products and Services) (herein after called the 'the RFP") to you.

AND WHEREAS,  it has been stipulated by you in the said RFP that the Vendor shall furnish you with a Bank Guarantee from a scheduled commercial Bank for the sum specified therein, as security for compliance with the Vendor's performance obligations in accordance with the RFP.

AND WHEREAS we ---------------- <Bank> having its registered office at ----- and inter alia a branch office situate at ------- have agreed to give a performance guarantee in lieu of EMD of ₹ ---------- (Rs. ------------------ only) on behalf of the Vendor.

We ------------------- <Bank> further undertake not to revoke and make ineffective the guarantee during it's currency except with the previous consent of CGTMSE in writing.

We ------ <Bank> do hereby unconditionally and irrevocably undertake to pay to CGTMSE without any demur or protest, merely on demand from CGTMSE, an amount not exceeding ₹ ---------- (Rupees --------- only) by reason of any breach of the terms of the RFP dated ------- by vendor. We hereby agree that the decision of CGTMSE regarding breach of the terms of the RFP shall be final, conclusive and binding on us.

WE do hereby guarantee and undertake to pay forthwith on demand to CGTMSE a sum not exceeding ₹……………/-. (Rupees ………………………….. …only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the RFP and without cavil or argument, any sum or sums within the limit of ₹……………/-. (Rupees ……………………….…… only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:
 (i)     any time or waiver granted to the vendor;
 (ii)    the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;

 (iii)   any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;

 (iv)   any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;

(v)     any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;

(vi)    any change in constitution of the vendor;

(vii)   any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of Bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out above.

This guarantee is valid until the ………..  day of <**validity date**> and a claim in writing is required to be presented to us within three months from <**validity date**> i.e. on or before <**claim period**> failing which all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.


Signature and Seal of Guarantors (Vendor's Bank)
………………………………………………………..

Date…………………………………………………….

Address …………………………………………………

………………………………………………………………

………………………………………………………………


**\*\*\*\*\*\*\*\***

# Annexure – XII.Non-Disclosure Agreement

*(Sample Format – To be executed on a non-judicial stamped paper of requisite value)*

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute "**Data Centre Hosting and Network Connectivity Services**" as per scope defined in the **Request for Proposal (RfP) No. 2014-15/IT/03 dated 02/10/2014** for Credit Guarantee Fund Trust for Small and Medium Enterprises (CGTMSE), having its Head office at CGTMSE, 7th Floor, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the TRUST) and,

WHEREAS, the COMPANY understands that the information regarding the Trust's Infrastructure shared by the TRUST in their Request for Proposal is confidential and/or proprietary to the TRUST, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RfP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Trust's properties and/or have access to certain plans, documents, approvals, data or information of the TRUST;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the TRUST to grant the COMPANY specific access to the TRUST's property/information, etc.;

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the TRUST, unless the COMPANY has first obtained the TRUST's written authorisation to do so;

The COMPANY agrees that information and other data shared by the TRUST or, prepared or produced by the COMPANY for the purpose of submitting the offer to the TRUST in response to the said RfP, will not be disclosed to during or subsequent to submission of the offer to the TRUST, to anyone outside the TRUST;

The COMPANY shall not, without the TRUST's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the TRUST in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the TRUST and/or for the performance of the Contract in the aftermath. Disclosure to any employed/ engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Yours sincerely,

| | |
|---|---|
| Date | Signature of Authorised Signatory … |
| Place | Name of the Authorised Signatory … |
| | Designation … |
| | Name of the Organisation … |
| | Seal … |

# Annexure – XIII.Bank Mandate Form
*(To be submitted in Duplicate)*

(Please fill in the information in CAPITAL LETTERS.  Please TICK wherever it is applicable)

1. Name of Borrower / vendor / supplier: _____

    _____

    Vendor Code (if applicable) _____

2. Address of the Borrower / vendor / supplier: _____

    _____

    _____

    City _____ Pin Code _____

    E-mail id:_____

    Phone No. with STD code:_____

    Mobile No.:_____

    Permanent Account Number _____

    MSE Registration / CA Certificate _____ (if applicable)

3. **Particulars of Bank account:**

| Beneficiary Name | | | | |
|---|---|---|---|---|
| Bank Name | | Branch Name | | |
| Branch Place | | Branch City | | |
| PIN Code | | Branch Code | | |
| MICR No. | | | | |
| Account type | Saving | Current | Cash Credit | |
| Account No. | (as appearing in the Cheque book) | | | |
| **(Code number appearing on the MICR[1] cheque supplied by the Trust.  Please attach a cancelled cheque of your Bank for ensuring accuracy of the Bank name, branch name & code and Account Number)** | | | | |
| IFSC CODE[2] | For RTGS transfer | | For NEFT transfer | |

4. **Date from which the mandate should be effective  :**

    I hereby declare that the particulars given above are correct and complete.  If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold CGTMSE / IDBI Bank responsible.  I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

    Place    :            _____

Date      :          _____

Signature of the party / Authorized Signatory

……………………………………………………………………………………………………………………
Certified that particulars furnished above are correct as per our records.

Trust's stamp   :

Date             :

(Signature of the Authorized Official from the Bank)

**N.B.:    RTGS/NEFT charges if any, is to be borne by the party**

[1, 2]**: Note on IFSC / MICR**

Indian Financial System Code (IFSC) is an alpha numeric code designed to uniquely identify the Bank-branches in India. This is 11 digit code with first 4 characters representing the Bank's code, the next character reserved as control character (presently 0 appears in the fifth position) and remaining 6 characters to identify the branch. The MICR code, (Magnetic Ink Character Recognition) that appears on cheques, has 9 digits to identify the Bank-branch.  RBI had since advised all the Bank to print IFSC on cheque leaves issued to their customers. A customer may also contact his Bank-branch and get the IFS Code of that branch.

# Annexure – XIV.Support Escalation Matrix
**(RfP No. 2014-15/IT/03   Dated 02/10/2014)**

| S No. | Contact Level | Name & Designation | Full Office Address | Phone No. | Mobile No. | Fax No. | e-mail |
|---|---|---|---|---|---|---|---|
| **A. Delivery Related Issues** | | | | | | | |
| 1 | First level Contact | | | | | | |
| 2 | Second Level Contact (if response not received in 08 hrs.) | | | | | | |
| 3 | Regional / Zonal Head (If response not recd. in 24 Hours) | | | | | | |
| 4 | Country Head (if response is not recd. in 48 hrs.) | | | | | | |
| **B. Service related Issues** | | | | | | | |
| 1 | First level Contact | | | | | | |
| 2 | Second Level Contact (if response not received in 08 hrs.) | | | | | | |
| 3 | Regional / Zonal Head (If response not recd. in 24 Hours) | | | | | | |
| 4 | Country Head (if response is not recd. in 48 hrs.) | | | | | | |

Any change in these details shall be immediately informed to the Trust.

Yours sincerely,

Date                              Signature of Authorised Signatory …

Place                             Name of the Authorised Signatory …

Designation …

Name of the Organisation …

Seal …

# Appendix to Annexure-III.Solution Architecture and Implementation Plan

**(RfP No. 2014-15/IT/03   Dated 02/10/2014)**

# End of RfP Document