



***Request for Proposal for Selection of Managed  
Service Provider/Cloud Service Provider for  
providing Cloud Services for All India Council  
for Technical Education***

***Tender No:***

***No.40-14/AICTE/SWAYAM/RFP/CLOUD/2016  
dated 10th November 2016***

## ***Disclaimer***

The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Purchaser or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.

2. This RFP is not an Agreement and is neither an offer nor an invitation by the Purchaser to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information contained in this RFP has been provided to the best of knowledge of AICTE and in good faith. However, the information may not be complete and accurate in all respects and may not be exhaustive. Specifically, the information regarding business processes provided in this RFP is based on the interim decisions taken by the AICTE and is expected to undergo changes in future. This RFP includes statements which reflect various assumptions and assessments arrived at by AICTE in relation to the project. Information provided in this RFP is on a wide range of matters, some of which depends on the interpretation of law. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

3. While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to AICTE and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.

4. The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of AICTE. In case any major revisions to this RFP are made by AICTE within seven days preceding the last date of submission of the Proposals, AICTE may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither AICTE nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.

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# Invitation for Proposal

All India Council for Technical Education (hereafter referred to as AICTE), having its Office at Nelson Mandela Marg, Vasant Kunj, New Delhi - 110067, invites responses (“Proposals”/ “Bids”) to this RFP from eligible Bidders to be appointed as Managed Service Provider/Cloud Service Provider for providing Cloud Services for hosting of MOOC application of AICTE.

Interested Bidders are advised to study this RFP document carefully before submitting their proposals in response to this RFP Document. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Interested Bidders are advised to purchase the RFP document by submitting Demand Draft of INR 25,000/- (Twenty Five Thousand only) from any nationalized/scheduled bank in favour of Member Secretary, All India Council for Technical Education, Nelson Mandela Marg, Vasant Kunj, New Delhi payable at New Delhi (not-refundable). The RFP can be downloaded from AICTE website at [www.aicte-india.org](http://www.aicte-india.org) and <https://eprocure.gov.in/epublish/app>. Any subsequent corrigenda / clarifications will be shared on the e-mail ids provided by the organizations/ individuals who have purchased the RFP.

The time, date and venue details related to the pre-bid meeting and proposal submission are mentioned in the Bid Data Sheet. Proposals must be received not later than time, date and venue mentioned in the Bid Data Sheet. Proposals that are received after the deadline will not be considered. Bidder will be selected under Lowest Cost Based Selection criteria and procedures described in this RFP.

To obtain first-hand information on the assignment, Bidder is encouraged to attend the pre-bid meeting on the date and venue mentioned in the Data Sheet. Attending the pre-bid meeting is optional.

Member Secretary  
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## 1. Abbreviations

<b>Acronyms</b>	<b>Description</b>
SWAYAM	Study Webs of Active – Learning for Young Aspiring Minds
MOOC	Massive Open Online Course
AICTE	All India Council for Technical Education
MHRD	Ministry of Human Resource Development
CBCS	Choice Based Credit System
MSP	Managed Service Provider
CSP	Cloud Service Provider
DC	Data Centre
SQL	Structured Query Language
VM	Virtual Machine
ISO	International Organization for Standardization
NIST	National Institute of Standards and Technology
SLA	Service Level Agreement
RFP	Request For Proposal
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
QP	Quarterly Payment
SRS	System Requirements Specification
VAT	Value Added Tax
DR	Disaster Recovery
Mb	Megabyte (1 MB = 1024 Kilobytes)

MIS	Management Information System
NAS	Network Attached Storage
SAN	Storage Area Network

## **2. Introduction**

### **2.1. Project Background**

The All India Council for Technical Education (AICTE), Government of India has envisioned the need to offer a state-of-the-art digital learning platform to the Indian student community. The idea is to bring in “Quality”, “Parity”, “Affordability” and “Reach” to the learners from all demographics. As a part of this initiative, the nation will not only benefit by creating employable workforce, but will also help improve the Gross Enrollment Ratio and Human Development Index of the Country. Project SWAYAM (Study of Webs of Active – Learning for Young Aspiring Minds), is aimed to provide learning opportunity to the students Anytime, Anywhere at Any Place, but, within a structured curriculum. Thus, SWAYAM is unique because it is MOOC (Massive Open Online Course) in a controlled environment. SWAYAM is expected to unite the best teachers of India with 30 million Indian students from all walks of education that ranges from Secondary to Post-Graduation and are provided by various government certified educational institutes. SWAYAM is expected to become the single MOOC platform for all studies that the student community requires. Keeping the diverse demographics of student in mind, the Government of India has also envisioned the need of the MOOC platform to be made available in ten regional languages. With Choice Based Credit System (CBCS) coming into the Indian education system, it is necessary that such a platform enables students to pick-up high-demand courses of their choice and learn from the faculty of their choice. SWAYAM is expected to be a common learning platform, however, examination and award of degrees will still remain within the purview of the participating universities or autonomous bodies, as the case may be.

The program objectives of SWAYAM as captured in the below table:

<b>Work Stream</b>	<b>Description</b>
<b>MOOC Portal &amp; Apps</b>	The multi-lingual MOOC platform and its associated apps will enable students/learners to access the portal for discovering their courses of choice, sign-up (one-time), enroll for the courses, learn through self-paced pedagogy, complete their course and finally go through the assessment cycle to achieve their credits. On completing a course, the portal will also allow the students to pay for the examination and generate a hall ticket. The portal will allow the educators with the ability to sign-up, create and manage

	courses, and upload course credits which subsequently can be downloaded/printed by the student
<b>Analytics &amp; reporting</b>	This will serve five distinct user communities - Learners/Students, Project Invigilator / educators, Registrars, National Coordinators, and AICTE Admins with detailed reports

As part of this initiative, multiple applications for the above defined Work streams are being designed and implemented by AICTE with other Application vendors. The primary purpose of this RFP is to invite proposals from the Managed Service Provider (MSP)/Cloud Service Provider (CSP) to provide Cloud Services for hosting the MOOC Application landscape in an IaaS (Infrastructure as a service) model.

The procurement of application software, necessary licenses for deploying MOOC Applications ecosystem comprising of the above work streams will be undertaken by AICTE.

It is mentioned that AICTE has already procured licenses based on sizing of 25 Lac users. The details of these licenses are placed at Annexure II Section 9.7. The installation of these software licenses will be the responsibility of the Bidder. During the currency of the engagement, incase any additional software licenses are required, the same has to be procured by the Bidder at rates already agreed upon by AICTE with the software license provider. The rates for the software licenses would be shared with the Bidder after on-boarding. The responsibility of procurement and installation of these licenses will remain with the Bidder.

The cost provided by the Bidder on per item per month basis will also be applicable for provisioning of the minimum requirement which would be communicated to the Bidder after on-boarding and the Bidder would be required to do the provisioning accordingly.

The MSP or CSP or both together can provide the Cloud services. The MSP/CSP in the RFP are referred to as Bidder/s.

**2.2. Project Objectives**

AICTE is looking for a Bidders for providing Cloud Services such as:

- Managed hosting (VM instances, Storage, Security)
- Auto Scaling
- Network Connectivity

- IaaS (Infrastructure as a Service)
- DR as a Service
- Self Service provisioning Portal
- MIS and Reporting Services

### **2.3. Envisaged Benefits**

- i. AICTE is looking for the following benefits to be derived by opting for Cloud Services:
- ii. Availability of “IT infrastructure on demand” for hosting MOOC Applications
- iii. Aggregation of IT infrastructure (Hardware, Storage and Networking) and management resources
- iv. Optimal utilization by sharing of IT infrastructure resources to meet individual peak loads
- v. Standardization of systems: Auto-scalability, Faster implementation cycle time and Stable and predictable physical and technical environment
- vi. Reduced administrative burden for AICTE IT Department by avoiding necessity of procurement, vendor management, addressing the technical issues etc.
- vii. Cost based on actual usage, thus leading to reduced cost of infrastructure creation, monitoring, management for AICTE
- viii. Enhanced reliability and security of information system through centralized management of IT infrastructure by adopting the necessary measures and practices, such as
  - Dynamic Scalability
  - Centralized and simplified management
  - Improved quality of data management
  - Lower risk of data loss
  - Higher availability of system and data – 24x7x365
  - Better management of security and access control
  - Guaranteed service levels
- ix. Efficient and effective management of information security issues across cloud environment

### **3. Project Scope and Deliverables**

AICTE wishes to onboard a Bidder for providing Cloud Services for a period of 3 years for hosting MOOC applications. The scope of work is as under:-

#### **3.1. Design, provisioning of IT infrastructure and setup of Cloud**

- i. The Bidder will be responsible for design and provisioning of required IT infrastructure as IaaS for hosting AICTE's MOOC application. The Bidder will examine the MOOC application landscape that needs to be hosted on cloud infrastructure. This activity will enable the Bidder to gauge the Application workloads criticality & complexity before provisioning managed hosting services in a multi-tenant IaaS model and the Network Connectivity required. Bidder will study the existing application for mobility to cloud.
- ii. The Bidder shall be responsible for provisioning required compute infrastructure (server/virtual machines), storage and services for hosting MOOC applications. The indicative compute requirements for the IT infrastructure is placed at Annexure II Section 9.8. The Bidder will be commercially evaluated based on the indicative sizing given for 25 Lac users with 2% concurrency.
- iii. The Bidder shall be responsible for migration of the MOOC application on the Cloud infrastructure. Necessary support for its migration would be provided by the application vendor of AICTE.
- iv. The application software, the necessary licenses for deploying MOOC applications ecosystem comprising of the above work streams will be procured by AICTE. Any additional licenses pertaining to Databases (SQL), SharePoint and Operating systems will be installed by the Bidder.
- v. The Bidder shall be responsible for provisioning of adequate Internet Bandwidth and connectivity at the DC & DR, including termination devices, for end users to access MOOC application.
- vi. It is mentioned that AICTE MOOC application has been integrated with Akamai CDN (Content Delivery Network) for better end user experience. The Bidder shall be required to integrate the Cloud Services with the existing CDN.
- vii. The Bidder will be responsible for provisioning of requisite network infrastructure (including switches, routers and firewalls) to ensure accessibility of the servers as per defined SLA's.
- viii. The Bidder shall provide backup solution.

- ix. The Bidder shall provision monitoring tools for measuring the service levels, application performance and utilization, server performance and utilization, storage performance and utilization and network performance and utilization. The tool shall be capable of providing the exact utilization of servers and shall be able to generate per day, per month and per quarter utilization reports based on which the payments will be made to the Bidder.
- x. The Bidder shall be responsible for ensuring security of AICTE applications and infrastructure from any threats and vulnerabilities. The Bidder shall address ongoing needs of security management including, but not limited to, monitoring of various devices / tools such as firewall, intrusion prevention/ detection, content filtering and blocking, virus protection, even logging & correlation and vulnerability protection through implementation of proper patches and rules.
- xi. The Bidder shall offer DR as a service for all resources offered on primary DC site. The Bidder shall be responsible for provisioning of bandwidth for replication of data between the DC site and DR Site. The SLA for the replication of data will be attributed to the Bidder. The RPO during disaster recovery shall be  $\leq 30$  Minutes and RTO shall be  $\leq 2$  Hours.
- xii. The infrastructure provisioned by the Bidder must be scalable and shall allow AICTE to add/reduce cloud resources on demand basis.
- xiii. The solution needs to provide the ability for AICTE IT Administrators to automatically provision the services via a Web Portal (Self Provisioning), provide metering and billing to provide service assurance for maintenance & operations activities. Detailed user level or user group level auditing, monitoring, metering, accounting, quota and show-back information is essential the cloud platform to be offered.
- xiv. Following are key requirements for simplified Login for SWAYAM:
  - A) Integration with Facebook, Google, LinkedIn. (support for OAuth protocol)
  - B) New users can also create their IDs on Active Directory
  - C) Support for Indian languages

These are the following languages which are part of SWAYAM Project and enterprise search is required for all the below languages:-

- English
- Hindi
- Bangla
- Gujarati
- Kannada
- Malayalam

- Marathi
  - Punjabi
  - Tamil
  - Telugu
- xv. The Application development teams from AICTE and the Application vendor will provide the related system configurations to the Bidder for integration with Cloud Services during the deployment of the applications on cloud.
- xvi. The Cloud infrastructure and AICTE data must be maintained ONLY at the location of the identified Cloud hosting site. Data can only be moved to other site in case of any emergency with prior approval of AICTE.
- xvii. The Bidder should prepare and submit a detailed implementation plan with mapping of infrastructure at DC site and DR site including following parameters:
- Server Provisioning
  - Storage Requirements
  - Network interfaces requirement
  - Network throughput requirement
  - Adequate Power and Backup requirement
  - Failover mechanism for replication links
- xviii. On acceptance of implementation plan by AICTE the Bidder shall implement the cloud solution and offer for testing.

### **3.2. Operational Acceptance of Cloud**

- i. Operational Acceptance shall commence once the system is commissioned for a period of maximum 30 days.
- ii. Operational Acceptance will only be provided after cloud resources have been provisioned and switchover testing (as applicable) has been completed. Switchover testing would include:
  - ✓ Switch over of application from DC to DR as per defined RTO and RPO
  - ✓ Switch over applications from DR to DC as predefined RTO and RPO
  - ✓ Complete Data Replication and Reverse Data Replication as per RPO
  - ✓ Fully functional application while DR site is operational, taking into consideration the end user experience



- iii. The Bidder will have to facilitate the Operational Acceptance Tests. Operational acceptance tests will be performed by AICTE; however Bidder will have to facilitate Operation Acceptance during commissioning of the system (or subsystem[s]), to ascertain whether the system (or major component or Subsystem[s]) conforms to the scope of work. The Bidder will have to facilitate the testing of application from AICTE users during the Operational Acceptance. Necessary support shall be provided by the application vendor of AICTE.
- iv. After the Operational Acceptance has completed, the Bidder may give a notice to AICTE; requesting the issue of an Operational Acceptance Certificate. AICTE will:
  - ✓ issue an Operational Acceptance Certificate; or
  - ✓ notify the Bidder of any deficiencies or other reason for the failure of the Operational Acceptance Tests
- v. Once deficiencies have been addressed, the Bidder shall again notify AICTE, and AICTE, with the full cooperation of the Bidder, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Bidder shall notify AICTE of its request for Operational Acceptance, AICTE shall then issue to the service provider the Operational Acceptance, or shall notify Bidder of further deficiencies, or other reasons for the failure of the Operational Acceptance Test.
- vi. If the System or Subsystem fails to pass the Operational Acceptance Test(s) even after 3 unsuccessful attempts, then AICTE may consider terminating the Contract and if the Contract is terminated the Performance Bank Guarantee (PBG) will be forfeited.

### **3.3.Maintenance & Support of implemented Cloud**

The Bidder shall be responsible for providing 24\*7\*365 days support for AICTE Cloud infrastructure for 03 years from the date of issuance of operational acceptance by AICTE. The maintenance and support will include following activities -

- i. Compliance process to the defined international standards and security guidelines such as ISO 27001, ISO 20000:1, for maintaining operations of cloud and ensuring privacy of AICTE data.
- ii. Ensuring Uptime and utilization of the cloud resources as per SLA's defined in this RFP.
- iii. In the event of a disaster at DC site, activation of services from the DR site is the responsibility of Bidder. The Bidder shall develop appropriate policy, checklists in line

with ISO 27001 & ISO 20000 framework for failover and fall back to the appropriate DR site. DR drills needs to be performed by the Bidder half yearly to check disaster preparedness.

- iv. The Bidder shall conduct vulnerability and penetration test (from a third party testing agency which may be CERT-IN empaneled) on the Cloud facility every 6 months and reports should be shared with AICTE. The Bidder needs to update the system in response to any adverse findings in the report, without any additional cost to AICTE.
- v. Upgrades - Any required version/Software /Hardware upgrades, patch management etc. at the Cloud Site will be supported by the Bidder for the entire contract period at no extra cost to AICTE.
- vi. Bidder is required to provision additional VM's when the utilization exceeds 80%.
- vii. On expiration / termination of the contract, Bidder to handover complete data in the desired format to AICTE which can be easily accessible and retrievable.
- viii. MIS Reports - Bidder shall submit the reports on a regular basis in a mutually decided format. The Bidder shall workout the formats for the MIS reports and get these approved by the AICTE after awarded the contract. The following is only an indicative list of MIS reports that may be submitted to the AICTE:
  - a. Daily reports
    - Summary of resolved, unresolved and escalated issues / complaints
    - Log of backup and restoration undertaken
  - b. Weekly Reports
    - Summary of systems rebooted.
    - Summary of issues / complaints logged with the OEMs.
    - Summary of changes undertaken in the Data Centre including major changes like configuration changes, patch upgrades, etc. and minor changes like log truncation, volume expansion, user creation, user password reset, etc.
    - Hypervisor patch update status of all servers including the Virtual Machines running
  - c. Monthly Reports
    - Component wise server as well as Virtual machines availability and resource utilization

- Consolidated SLA / Non- conformance report.
- Summary of component wise uptime.
- Log of preventive / scheduled maintenance undertaken
- Log of break-fix maintenance undertaken
- All relevant reports required for calculation of SLAs

**d. Quarterly Reports**

- Consolidated component-wise availability and resource utilization
- All relevant reports required for calculation of SLAs
- The MIS reports shall be in-line with the SLAs and the same shall be scrutinized by the AICTE

**3.4. Provisioning Cloud services for additional quantities at proposed rate**

- i. Annexure II Section 9.8 specifies, indicative quantities and compute for IT Infrastructure components for availing cloud services.
- ii. Based on future requirements, AICTE is likely to purchase additional quantities of cloud service covered in this RFP.
- iii. The rates offered for cloud services must be valid for entire contract/project duration. No variation in these quoted rates shall be allowed during this period.
- iv. AICTE will have liberty to order additional cloud service items, at the rates offered in the commercial bid.
- v. AICTE reserves the right to scale down and scale up the IT infrastructure. The payment would be made only on the actual usage of the IT infrastructure as per the rates provided by the Bidder in their Commercials.

**3.5. Project Planning and Management**

The success of the project depends on the proper project planning and management. At the onset, the Bidder shall plan the project implementation in great details and should provide a micro level view of the tasks and activities required to be undertaken in consultation with AICTE. An indicative list of planning related documentation that the Bidder should make at the onset is as follows:

- i. **Project Schedule:** A detailed week-wise timeline indicating various activities to be performed along with completion dates and resources required for the same
- ii. **Manpower Deployment List:** A list needs to be provided with resources who will be deployed on the project along with the roles and responsibilities of each resource.
- iii. **Resource Deployment List:** List and number of all cloud-based resources (including but not limited to servers (VMs), storage, network components and software components) other than manpower that may be required.
- iv. **Communication Plan:** Detailed communication plan indicating what form of communication will be utilized for what kinds of meeting along with recipients and frequency.
- v. **Migration Plan:** The Bidder will be required to submit a migration plan to AICTE for migrating the existing application on its Cloud. Necessary support will be provided by the application vendor of AICTE.
- vi. **Progress Monitoring Plan and Reporting Plan:** Detailed Daily, Weekly, Monthly Progress Report formats along with issue escalation format. The format will approved by AICTE to the successful bidder before start of the project.
- vii. **Standard Operating Procedures:** Detailed procedures for operating and monitoring the Cloud site.
- viii. **Risk Mitigation Plan:** List of all possible risks and methods to mitigate them.
- ix. **Escalation Matrix & Incident Management:** A detailed list of key contact persons with contact details with escalation hierarchy for resolution of issues and problems. This has to be via an Incident Management system.

**3.6. Schedule of Events**

The Bidder will have to rollout the project in four phases. The cloud resources/services that need to be commissioned during each phase are as given below along with the timelines.

<b>S No.</b>	<b>Phase</b>	<b>Component</b>	<b>Time Frame</b>
<b>1</b>	Phase I	Provisioning of a) Data Centre & DR b) IT Infrastructure installation in Racks of	Within 2 months from the issuance of LOA

		DC&DR c) Network Connectivity	
<b>2</b>	Phase II	Migration of the application on the new Cloud environment	Within 1 month after provisioning the services as mentioned in Phase I
<b>3</b>	Phase III	Operational Acceptance	1 month after provisioning services as mentioned in Phase II
<b>4</b>	Phase IV	Operation and Maintenance	Will start from the day and date of issuance of Operational acceptance by AICTE. This will be for a period of 3 years

### 3.7. Technical Specifications

The Technical specifications required for the cloud solution is placed in Annexure II Section 9.

### 3.8. Minimum Qualifications & Experience for key Resources

The following are minimum qualifications and experience for key resources required to implement the cloud solution. The following personnel would be required during the Design, Configuration, Installation and Setup of the Cloud solution. The Project Manager would continue during the post implementation project management phase.

#	Role	Min. Qualification & Experience
1	Project Manager	<ul style="list-style-type: none"> <li>• B.E. / B.Tech. (mandatory) + M.B.A. (preferable)</li> <li>• PMP or equivalent certification</li> <li>• 10+ Years of Experience; 5+ years of Experience as Project Manager</li> <li>• 2+ Years of experience in managing a cloud-service project</li> </ul>
2	Solution Architect	<ul style="list-style-type: none"> <li>• B.E. / B.Tech. / M.C.A.</li> <li>• 6+ Years of Experience in Solution Design</li> </ul>

#	Role	Min. Qualification & Experience
3	Cloud Solution Specialist	<ul style="list-style-type: none"> <li>• B.E. / B.Tech. / M.C.A.</li> <li>• 8+ Years of Experience in Cloud Solution Implementation, Management and Operations</li> </ul>
4	Infrastructure Consultant	<ul style="list-style-type: none"> <li>• B.E. / B.Tech. / M.C.A.</li> <li>• 6+ Years of Experience as a technical resource, for regular tasks during Design, Configuration, Installation, Setup , Operate and Maintain of the DR solution</li> </ul>
5	Network Support Engineer	<ul style="list-style-type: none"> <li>• B.E. / B.Tech. / M.C.A.</li> <li>• 4+ Years of Experience in network provisioning , configuration and management</li> </ul>
6	Sever Administrator	<ul style="list-style-type: none"> <li>• B.E. / B.Tech. / M.C.A.</li> <li>• 4+ Years of Experience in Server Management</li> </ul>

### 3.9. Responsibility Matrix

The Responsibility Matrix showing the responsibility of Bidder, Application vendor and AICTE is placed below:-

<b>Responsibility Matrix</b>					
<b>Sr. No</b>	<b>Activity</b>	<b>MSP</b>	<b>CSP</b>	<b>Application vendor</b>	<b>AICTE</b>
1	Understanding Application Architecture	√	√		
2	Design of Cloud Solution	√	√		
3	Procurement of additional user Software licenses and installation	√			
4	Installation of Application Software	√			
5	Installation and updating the Operating Systems	√			
6	Installation and updating the Databases (SQL)	√			
7	Installation and updating the Sharepoint	√			
8	Configuration of Cloud Solution & DR	√	√		
9	Provisioning of the required hardware for IaaS Cloud	√	√		
10	Network Connectivity between IaaS Cloud and the DR site	√	√		
11	Internet Connectivity provisioning IaaS Cloud and the DR site	√	√		
12	Migration of application from existing cloud setup to new cloud	√	√	√	
13	Infrastructure testing	√	√		
14	Data Integrity testing	√	√		
15	Cloud Solution Functional Testing	√	√		√
16	Switch Over Testing (Cloud to DR)	√	√		
17	Switch Over Testing (DR to Cloud)	√	√		
18	Cloud Solution Maintenance	√	√		
19	Cloud Service Provisioning through Self Service Portal	√	√		
20	24x7x365 Support, Cloud service Provisioning, de- provisioning, updations, auto-scaling etc.	√	√		
21	Maintenance & Management of Cloud Solution & infrastructure post implementation	√	√		

## 4. Pre-Qualification

### 4.1. Pre-qualification Process

- a) Bidders are required to submit the Pre-Qualification documents in Packet A.
- b) The Bidders Pre-Qualification Proposal in the bid document will be evaluated as per the requirements specified in the RFP and adopting the pre-qualification criteria spelt out in this RFP. The Bidder is required to submit all required documentation in support of the pre-qualification criteria specified.
- c) The Bidder shall meet all the mandatory compliance requirements. Failure in meeting the mandatory compliance requirements will result in disqualification of the Bidder.
- d) All the bidders will be communicated of the results of evaluation of the pre-qualification bids.
- e) The Technical bids of those bidders who qualify in the prequalification process only will be evaluated further against the Technical bid evaluation criteria specified in the RFP.

### 4.2. Pre-qualification Criteria for Managed Service Provider (MSP)

#	Pre-Qualification criteria for MSP	Documents required
1	The MSP, as a single legal entity, must be incorporated and registered in India under the Indian Companies Act 1956 or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 and should have been in operation in India for minimum of three years	a) Copy of Certificate of Incorporation or Certified copy of Partnership Deed. b) Service Tax Registration certificate
2	The MSP, as a single legal entity or its holding company, must have a positive Net Worth in each of the last three financial years (2013-14, 2014-15 & 2015-16)	Copy of audited Balance Sheet and Profit and Loss statement with the signature and seal of the Statutory auditors



#	<b>Pre-Qualification criteria for MSP</b>	<b>Documents required</b>
3	The MSP should have an annual turnover of INR 100 Crores from IT Services and should be profitable over the last three financial years (2013-14, 2014-15 and 2015-16).	Letter from Statutory Auditors on their letter head mentioning the annual revenue from IT infrastructure services
4	The MSP must have strength of at least 50 IT Professionals (data center/networking/system administration/cloud services professionals/cloud security experts) on their payroll as on date of submission of this bid. At least 10 of these professionals must have experience (of minimum 3 years) in maintenance of cloud solution/ virtual server administration/system administration, Virtualization,security,database etc)	Certificate from HR head on the letter head of MSP certifying the availability of resources on their payroll as on date of submission of this bid as per the requirement
5	The MSP should have managed or managing the IT infrastructure for Data Centre /Cloud services to at least 3 clients (Private/PSU/Central Govt/State Govt. or any other Organisation or agencies) in India during last three Financial Years (2013-14, 2014-15 & 2015-16)	Copy of Client certificate, work order, completion certificate or extract from the contract mentioning the scope of work
6	The MSP should not have been blacklisted by any Private/PSU/Central Govt/State Govt. or any other Organisation or agencies in India at the time of submission of the bid.	Letter from authorized signatory on the letter head of MSP regarding non-blacklisting

### 4.3. Pre-qualification Criteria for Cloud Service Provider (CSP)

#	Pre-Qualification criteria for CSP	Documents required
1	The CSP, as a single legal entity, must be incorporated and registered in India under the Indian Companies Act 1956 or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 and should have been in operation in India	a) Copy of Certificate of Incorporation or Certified copy of Partnership Deed. b) Service Tax Registration certificate
2	The CSP must have experience of provisioning Infrastructure as a Service (IaaS) on their Cloud for atleast 3 clients form Private/PSU/Central Govt/State Govt. or any other Organisation or agencies in India.	a) Copy of Client certificate, work order, completion certificate or extract from the contract mentioning the scope of work
3	The Data Center Facility (or each of the facilities where the cloud service offerings are proposed to be offered) must meet the following criteria: a) The Data Center Facility must be within India, should be currently operational and have a minimum capacity of 100 Racks owned or contracted. b) The Data Center Facility shall at a minimum have: i. Routers, Firewalls, LAN, WAN, Internet Access, and Hosting Centers, Backup, Operations Management, and Data Management ii. Security & Data Privacy (Data & Network Security including Anti-Virus, Virtual Firewall, Multi Factor Authentication, VPN, IPS, Log Analyzer / Syslog, SSL, DDOS Protection, HIDS / NIDS, Rights Management, SIEM, Integrated Vulnerability Assessment, SOC, Private Virtual Zones, Data	a) Cloud Service Provider should provide a self-signed certificate on their letter head from authorized signatory in case the datacenter facility is owned or provide datacenter facility vendor signed certificate for contracted capacity for the number of racks b) CSP to provide a self-signed certificate on their letter head from authorized signatory mentioning the Data centre facilities at the Data centre along with copy of following certificates:- i) Data Centre Tier III certificate, certified under TIA

#	Pre-Qualification criteria for CSP	Documents required
	<p>Privacy, Data Encryption, Certifications &amp; Compliance, Authentication &amp; Authorization, and Auditing &amp; Accounting.)</p> <p>iii. Conform to at least Tier III standard, certified under TIA 942 or Uptime Institute certifications by a 3rd party</p> <p>iv. Assured protection with security built at multiple levels.</p> <p>v. Cloud platform should be certified for the latest version of ISO 27001 (year 2013), by a competent auditing authority</p> <p>vi. Reports of periodic third party inspections/audits and the certifications should be available online or shared on demand for scrutiny</p>	<p>942 or Uptime Institute certifications by a 3rd party</p> <p>ii) Cloud platform certificate for the latest version of ISO 27001 (year 2013, by a competent auditing authority</p> <p>iii) Copy of certificate issues by third party for periodic inspections/audits</p> <p>c) Undertaking on the Security &amp; Data Privacy on the letter head of authorized signatory mentioning the compliance following -Data &amp; Network Security including Anti-Virus, Virtual Firewall, Multi Factor Authentication, VPN, IPS, Log Analyzer / Syslog, SSL, DDOS Protection, HIDS / NIDS, Rights Management, SIEM, Integrated Vulnerability Assessment, SOC, Private Virtual Zones, Data Privacy, Data Encryption, Certifications &amp; Compliance, Authentication &amp; Authorization, and Auditing &amp; Accounting</p> <p>d) Copy of latest Certification or letter from auditor regarding third party inspection may be provided</p>
5	The CSP is compliant with IT Act 2000 (including 43A) and amendments	Letter from authorized signatory on the letter head of CSP mentioning the compliance

#	Pre-Qualification criteria for CSP	Documents required
6	The CSP must be operating in multiple Data Centres in India. The DC and the DR should be in different seismic zones	Letter from authorized signatory on the letter head of CSP mentioning the address of the proposed Data centre (DC) and Disaster Recovery (DR)
7	The CSP or the Data Centre facility provider where the CSP has its Cloud should not be black listed by Private/PSU/Central Govt/State Govt. or any other Organisation or agencies in India. Also both CSP & Data Centre facility provider should not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Private/PSU/Central Govt/State Govt. or any other Organization or agencies in India.	Letter from authorized signatory on the letter head of CSP regarding non-blacklisting

**\*If CSP is bidding as a single entity it should also fulfil the criteria for MSP.**

**\*Incase of separation of business or merger/acquisition, bidder may utilize the credentials and track of its predecessor company to fulfil the Pre-Qualification criteria**

## **5. Technical Qualification**

### **5.1. Technical Qualification process**

- a) The Technical Bids and related supporting documents shall be submitted in Packet B.
- b) AICTE will review the Technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at AICTE's discretion.
- c) The bidders technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 5. The Bidder would be require to cover the following but not limited to:-
  - Overall Cloud architecture including solution design
  - Project Management and Implementation Methodology
  - Migration Plan
  - Integration approach with other IT Infrastructure
  - Maintenance and Support for proposed solution
  - Risk Mitigation plan
- d) Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an aggregate Technical score of 70% or more will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.
- e) The sizing w.r.t VM's, Storage and Services is placed at Annexure II Section 9.7. The current sizing is done for 2.8 Lac users with 2% concurrency. The same has been extrapolated to 25 Lac users with 2% concurrency to give an idea about the scalability of the IT infrastructure. The Bids will be evaluated based on sizing for 25 Lac users with 2% concurrency.

## 5.2. Technical Evaluation Criteria

The Bidder's technical proposal will be evaluated as per the requirements specified in the RFP and adopting the following evaluation criteria:

#	Evaluation Criteria	Total Marks
1	Bidders compliance to Technical Requirement Specifications	30
2	Bidders Experience - Client Citations	15
3	Project Team (CVs)	20
4	Quality of the Proposal	15
5	Technical presentation	20
	<b>Total</b>	<b>100</b>

## 5.3. Bidders compliance to Technical Requirement Specifications

### 5.3.1. Bidders Compliance to Technical specifications

#	Evaluation Criteria	Criteria	Maximum Marks
1	Compliance to Technical requirement specifications as per Annexure II Section 9.6	<p>Bidders with maximum compliance to all technical requirement specifications will be awarded 20 marks.</p> <p><b>Method for TRS calculation.</b></p> <p><i>TRS score of a Bidder =</i>  <i>{(Total score achieved /</i>  <i>Maximum marks possible) *</i>  <i>Total marks allotted to TRS section}</i></p>	20

### 5.3.2. Cloud Service Provider Compliance

#	Evaluation Criteria	Criteria	Maximum marks
1	Data Centre Tier Classification	<p>Tier Classification of the proposed Data Centers.</p> <p>The Bidder is required to self-certify on their company letter head by Authorized Signatory regarding the Tier classification of the proposed Data Centres</p> <p>Tier III : 2 Marks Tier IV : 3 Marks</p>	3
2	Number of ISP's present in the Data Centre	<p>The Bidder is required to confirm the number of ISP's present in the proposed Data Centres.</p> <p>The Bidder is required to self-certify on their company letter head by Authorized Signatory regarding number of ISP's present in the proposed Data Centres.</p> <p>Bidder with maximum number of ISP's will be awarded 4 marks and others shall be awarded marks on relative (pro-rata) basis</p>	4
3	Expansion Capability	<p>Future Expansion Capability (in terms of Number of Racks to be accommodated) in the proposed Data Centres.</p> <p>The Bidder is required to self-certify on their company letter head by Authorized Signatory regarding their expansion capability in terms of number of racks.</p>	3

#	Evaluation Criteria	Criteria	Maximum marks
		Bidder with maximum numbers of racks to be expanded shall be awarded 3 marks and the others shall be awarded marks on relative (pro-rata) basis.	

**\*Bidder is required to explain their expansion plan in detail.**

#### 5.4. Bidders Experience

The Bidder is required to provide the citations in the format placed at Annexure-II Section 9.3 along with the supporting documents.

#	Evaluation Criteria	Criteria	Maximum marks
1	Bidders experience of managing the IT infrastructure for cloud services for Infrastructure as a Services (IaaS) to at least 5 clients (Private/PSU/Central Govt/State Govt. or any other Organisation or agencies) in India or Globally	Copy of Client certificate, work order, completion certificate or extract from the contract mentioning the scope of work. 5 Projects = 5 Marks 4 Projects = 4 Marks 3 Projects = 3 Marks 2 Projects = 2 Marks 1 Project = 1 Mark	5
2	Bidders experience of provisioning Infrastructure as a Service (IaaS) on their Cloud for atleast 5 clients form Private/PSU/Central Govt/State Govt. or any other Organisation or agencies in India or Globally	Copy of Client certificate, work order, completion certificate or extract from the contract mentioning the scope of work. 5 Projects = 5 Marks 4 Projects = 4 Marks 3 Projects = 3 Marks 2 Projects = 2 Marks	5



#	Evaluation Criteria	Criteria	Maximum marks
		1 Project = 1 Mark	
<b>3</b>	Bidders experience of managing the IT infrastructure as an SI or provisioning of cloud services for portal in India or Globally	Copy of Client certificate, work order, completion certificate or extract from the contract mentioning the scope of work. 5 Projects = 5 Marks 4 Projects = 4 Marks 3 Projects = 3 Marks 2 Projects = 2 Marks 1 Project = 1 Mark	5

## 5.5. Project Team and their CV's

The Bidder is required to propose the Project Team for complete execution of the project along with their CV's. The format in which the CV's are required to be shared is placed at Annexure-II Section 9.4. The required resources with their roles and minimum qualification is as under:-

#	Role	Min. Qualification & Experience	Maximum Marks
1	Project Manager	<ul style="list-style-type: none"> <li>• B.E. / B.Tech. (mandatory) + M.B.A. (preferable)</li> <li>• PMP or equivalent certification</li> <li>• 10+ Years of Experience; 5+ years of Experience as Project Manager</li> <li>• 2+ Years of experience in managing a cloud-service project</li> </ul>	5
2	Solution Architect	<ul style="list-style-type: none"> <li>• B.E. / B.Tech. / M.C.A.</li> <li>• 6+ Years of Experience in Solution Design</li> </ul>	3
3	Cloud Solution Specialist	<ul style="list-style-type: none"> <li>• B.E. / B.Tech. / M.C.A.</li> <li>• 8+ Years of Experience in Cloud Solution Implementation, Management and Operations</li> </ul>	3
4	Infrastructure Consultant	<ul style="list-style-type: none"> <li>• B.E. / B.Tech.</li> <li>• 6+ Years of Experience as a technical resource, for regular tasks during Design, Configuration, Installation, Setup , Operate and Maintain of the DR solution</li> </ul>	3
5	Network Support Engineer	<ul style="list-style-type: none"> <li>• B.E. / B.Tech. / M.C.A.</li> <li>• 4+ Years of Experience in network provisioning , configuration and management</li> </ul>	3

6	Sever Administrator	<ul style="list-style-type: none"> <li>• B.E. / B.Tech. / M.C.A.</li> <li>• 4+ Years of Experience in Server Management</li> </ul>	3
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### 5.6. Quality of Proposal

Evaluation Criteria	Criteria	Maximum Marks
Quality of Proposal	<ul style="list-style-type: none"> <li>• Bidder's understanding level of the scope of work (2 Marks)</li> <li>• Project Management Methodology for Pre-Implementation Phase (2 Marks)</li> <li>• Project Management Methodology for Implementation Phase including Migration of existing Cloud on their Cloud infrastructure (7 Marks)</li> <li>• Project Management Methodology for the O &amp;M Phase (2 Marks)</li> <li>• Bidders awareness of the risks in the project (2 Marks)</li> </ul>	15

### 5.7. Technical Presentation

Evaluation Criteria	Criteria	Maximum Marks
Technical Presentation	<p>AICTE will conduct Technical Presentation. The Bidders will be required to give the Technical presentation covering the following:-</p> <ul style="list-style-type: none"> <li>• Bidders understanding of the project and scope of work</li> <li>• Technical Solution</li> </ul>	20

<b>Evaluation Criteria</b>	<b>Criteria</b>	<b>Maximum Marks</b>
	<ul style="list-style-type: none"> <li>• Project Management and Implementation plan including Migration from existing cloud</li> <li>• Demonstration of the cloud solution</li> <li>• Site visit (if required)</li> <li>• People/Resource</li> </ul>	

Evaluation shall be done based on the information provided in the technical proposal (& subsequent clarification, if any) **and Clarifications / Answers given by the bidders to AICTE during the Presentation and Site visits (if required).**

**\*Incase of separation of business or merger/acquisition, bidder may utilize the credentials and track of its predecessor company to fulfil the Technical Qualification criteria**

## 6. Instructions to the Bidders

### 6.1. Bid Data Sheet

#	Item	Description
1	Name of the Purchaser	Selection of MSP/CSP for providing Cloud Services for hosting MOOC application of AICTE
2	Tender inviting authority	All India Council for Technical Education
3	Bid submission	<p>Bidder to submit their proposal in form of one hard copy and one soft copy in a CD.</p> <p>Hard Copy (to be submitted in three different packets):</p> <ol style="list-style-type: none"><li>1. Pre-Qualification with original EMD and NDA</li><li>2. Technical document</li><li>3. Commercial</li></ol> <p>Soft copy (Only Pre-Qualification and Technical without Commercial)</p>
4	Method of Selection	Bidder with the lowest commercial proposal
5	Availability of RFP documents	<p>RFP would be available on AICTE website at <a href="http://www.aicte-india.org">www.aicte-india.org</a> and <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a></p> <p>Bids of only those Bidders would be considered who have purchased the RFP.</p>
6	Date of RFP issue	10 <sup>th</sup> November 2016

#	Item	Description
7	Tender fee (Non-refundable and not exempted)	INR 25,000/- in form of DD from a nationalized/scheduled bank in favour of Member Secretary, All India Council for Technical Education, Nelson Mandela Marg, Vasant Kunj, New Delhi, payable at New Delhi
8	Bid Security/ Earnest Money Deposit (EMD)	INR 1,00,00,000/- in form of DD from a nationalized/scheduled bank in favour of Member Secretary, All India Council for Technical Education, Nelson Mandela Marg, Vasant Kunj, New Delhi, payable at New Delhi
9	Last date for Procurement of RFP	2 <sup>nd</sup> December 2016
10	Last date for Submission of Pre-Bid Queries	17 <sup>th</sup> November 2016 All pre-bid queries are required to be submitted by Bidders at <a href="mailto:tenderswayam@aicte-india.org">tenderswayam@aicte-india.org</a>
11	Pre-Bid Conference Time, Date, & Venue	Time: 11 AM Date: 21 <sup>st</sup> November 2016 Venue: AICTE, Nelson Mandela Marg, Vasant Kunj, New Delhi – 110067
12	Publishing of Responses to pre-bid queries / corrigendum by AICTE	To be intimated later. Responses to the pre-bid queries would be sent to the e-mail id's of the respective bidders.
13	Last date and time for Bid/Proposal submission (on or before)	Date: 2 <sup>nd</sup> December 2016 Time: 1 PM

#	Item	Description
14	Pre-Qualification and Technical Bid Opening - Time, Date, & Venue	Date: 2 <sup>nd</sup> December 2016 Time: 3:30 PM Venue: AICTE, Nelson Mandela Marg, Vasant Kunj, New Delhi – 110067
15	Date for Technical Presentation by Bidders.	To be intimated later
16	Date and time for Opening of Commercial Bids.	To be intimated later
17	Language of Bid Submission	Proposals should be submitted in English only
18	Bid Validity	Proposals must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bids.
19	Currency	Currency in which the Bidders shall quote the price and will receive payment is INR only
20	Name and Address for Communication and seeking clarifications	Name: <b>Member Secretary</b> Address: All India Council for Technical Education, Nelson Mandela Marg, Vasant Kunj, New Delhi – 110067

## 6.2. Eligible Bidders

Bid can be submitted by consortium of firms. The MSP can only be designated as a "Lead Bidder" if MSP bids with CSP or CSP can be designated as the "Lead Bidder" if it bids as a single entity. The consortium shall not consist of more than two parties (Lead Bidder + Consortium member). The bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting Bidding Process if a constituent of one Bid is also a constituent of another Bid.

The "Lead Bidder" shall be responsible for meeting all obligations of the consortium and the delivery of products and services mentioned in this RFP. The Lead Bidder would also be responsible for ensuring the successful execution of proposed solution including meeting the SLAs. The details of Consortium Members needs to be declared in the bid which cannot be changed by the bidder on a later date. Any change in the consortium will lead to disqualification of the Consortium.

The Lead Bidder will be responsible for:

- The management of Consortium Member who is part of the proposal and for the delivery of all products and services in accordance with the contracts
- The supply, delivery and installation of all products and services submitted in their proposal
- Operating and maintaining the Cloud infrastructure and services for the time mentioned in the RFP.

Bids submitted by a consortium should comply with the following requirements also:

- The Lead Bidder shall be authorized to incur liabilities and receive instructions for and on behalf of its consortium member, and the entire execution of the Contract, including payment, shall be done exclusively with the Lead Bidder;
- The Lead Bidder cannot be a Consortium Member with another bidder
- Any firm which is not a Lead Bidder to this RFP can be a partner in any number of bids submitted against this RFP.
- Internal arrangement between the Consortium Member is left to the bidder. It is the responsibility of the Lead Bidder to ensure that Consortium Member in the bid are compliant to all the clauses as mentioned in the bid, failing which bid can be disqualified.



### **6.3. Proposal Preparation Cost**

The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by AICTE to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. The department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This Bid Document does not commit to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of AICTE and may be returned at its sole discretion.

### **6.4. RFP document fee**

RFP can be downloaded from the website URL mentioned in the Data Sheet. Bidder is required to submit the RFP document fee of INR 25,000/- in form of DD in favour of Member Secretary, All India Council for Technical Education, Nelson Mandela Marg, Vasant Kunj, New Delhi, payable at New Delhi. The scanned copy of DD for Bid Fee/RFP document Fee must be submitted in Packet A (Pre-Qualification) along with the original copy of EMD. It may be noted that the instrument used for submitting the RFP document fee should be prepared on or before the date of closure of sale of the RFP.

### **6.5. Earnest Money Deposit (EMD) and Refund**

- i. Bidders shall submit, along with their Bids, EMD of INR 1,00,00,000/- in form of DD from a Nationalized/Scheduled Bank. The validity of the EMD shall be for a period of 180 days from the date of submission of the bid and the validity of the EMD should be extended in the event the last date of submission of the bid is extended. The Bidder shall mark its name and RFP reference number on the reverse of the Demand Draft.
- ii. The Bidders are required to submit original copy of EMD in pre-qualification Packet A
- iii. In case bid is submitted without EMD then the Department reserves the right to reject the bid without providing opportunity for any further correspondence to the concerned Bidder.
- iv. EMDs of all unsuccessful bidders will be returned at the earliest after expiry of the final bid validity.

- v. The EMD of the successful Bidders will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format as specified in this RFP) by the successful Bidder.
- vi. The EMD may be forfeited:
  - If a Bidder withdraws the proposal or increases the quoted prices after opening of the bid and during the period of Bid validity period or its extended period, if any.
  - In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
  - During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization
- vii. The decision of the AICTE regarding forfeiture of the EMD shall be final and binding on the Bidders & shall not be called upon in question under any circumstances

## **6.6. Pre-Bid Meeting**

### **6.6.1. Bidders queries**

Any clarification regarding the RFP document and any other item related to this project can be submitted to AICTE as per the submission mode and timelines mentioned in the Data Sheet. The pre-bid queries should be submitted in the format as mentioned in Annexure I Section 8.8 of the RFP, along with name and details of the Bidder submitting the queries. Any requests for clarifications received after the expiry of the date and time mentioned in the Data Sheet may not be entertained by AICTE. Further, AICTE shall reserve the right to issue responses / clarifications/ corrigendum.

### **6.6.2. Responses to Pre-Bid Queries and Issue of Corrigendum**

The Purchaser will organize a pre-Bid Conference as mentioned in the Data Sheet above and may respond to any request for clarifications on, and/or modifications of this RFP. It may formally respond to the pre-Bid queries after the pre-Bid Conference as mentioned in the Data Sheet.

Only persons, duly authorized by the Bidder, will be allowed to participate in the pre-bid meeting. The authorized representatives should carry a valid proof of identification for verification before

the commencement of the pre-Bid Conference. Also, no separate conferences, will be conducted for any organization which has purchased the RFP at date later than the dates for the above events.

The AICTE will endeavor to provide timely response to all the queries. However, AICTE makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders. Any modifications of this RFP, which may be necessary as a result of the pre-Bid Conference or for any other reason, shall be made available by AICTE exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment of the RFP, the Bid submission date may be extended by AICTE in the sole discretion of AICTE.

All clarifications and any other corrigendum / notification issued by the Purchaser subsequent to the issuance of this RFP, shall be mailed to only those organizations which have purchased the RFP, in the email ids specified by the organizations while purchasing the RFP.

#### **6.7. Amendment of Bid Document**

At any time prior to the deadline for submission of bids, the Department, may, for any reason can modify the Bid Document by an amendment. All the amendments made in the document would be informed to all the participating agencies through e-mail and will also be displayed on AICTE's website. The Bidders are advised to visit the AICTE website on regular basis for checking necessary updates. The Department also reserves the rights to amend the dates mentioned in this Bid Document for bid process. The Department may, at its discretion, extend the last date for the receipt of Bids.

#### **6.8. Bid Validity period**

- a) Bid shall remain valid for the time mentioned in the Data Sheet.
- b) AICTE may request the Bidder(s) for an extension of the period of validity. The validity of the EMDs as requested in Section 6.5 should also be suitably extended if called upon to do so by AICTE. The request and the responses thereto shall be made in writing or e-mail.

#### **6.9. Rights to Terminate the Process**

AICTE may terminate the RFP at any time and without assigning any reason. AICTE makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by AICTE. The Bidders participation in this process may result in AICTE selecting the Bidder to engage in further discussions and negotiations toward

execution of a contract. The commencement of such negotiations does not, however, signify a commitment by AICTE to execute a contract or to continue negotiations. AICTE may terminate negotiations at any time without assigning any reason.

### **6.10. Language of Bids**

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and AICTE, shall be written in English language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidder.

### **6.11. Documents Comprising of Bids**

Bidder shall furnish the required information in their Pre-Qualification (Packet A), Technical (Packet B) and Commercial proposals (Packet C) in specified formats only with required annexures. Any deviations in format may make their bids liable for rejection. Disclosure of Commercial information of the bid in Pre-Qualification or Technical packet shall be sufficient grounds for rejection of the bid.

### **6.12. Submissions of Bids**

- a) A Three Bid System will be followed for this RFP with a Lowest Cost Based Selection criterion. The three bids are Pre-Qualification Bid, Technical Bid and Commercial Bid.
- b) The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Bids. The Bid is to submitted offline in as mentioned below:

<b>#</b>	<b>Bid</b>	<b>Packet</b>
1	Pre-Qualification Bid	Packet A
2	Technical Bid	Packet B
3	Commercial Bid	Packet C

- c) The Bidder would also be required to submit a soft copy of Pre-Qualification and Technical Bid in a CD in a readable and searchable pdf format. All three packets should be sealed

addressed to Member Secretary, All India Council for Technical Education, Nelson Mandela Marg, Vasant Kunj, New Delhi bearing the name of the RFP and Tender number. The Bidder is required to submit one sealed envelope containing all three sealed packets (Packet A,B&C) addressed to Member Secretary, All India Council for Technical Education, Nelson Mandela Marg, Vasant Kunj, New Delhi superscripted with the name of the RFP “RFP for Selection of Managed Service Provider/Cloud Service Provider for providing Cloud Services for All India Council for Technical Education” and Tender number. The Bidders are requested to go through the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bid. Any deviations may lead to rejection of the Bid.

- d) The Bidder should try to submit the Bid well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time is mentioned in the Bid Data Sheet of this RFP. The Bidder will not be allowed to submit the Bid after the Bid submission time. The authorized signatory of the Bidder has to sign on every page of the proposal document. The Bidder shall furnish, as part of its Bid, an EMD amount as mentioned in the Data Sheet. The Bidder shall mark its name and RFP reference number on the reverse of the Demand Draft.
- e) A standard BoQ format has been provided with this RFP document to be filled by all the Bidders. The Bidders should necessarily submit their financial Bids in the format provided and no other format will be acceptable.

The Bidder would be required to submit these document in the office of AICTE to the concerned person and address as mentioned in the RFP before the deadline of submission of the bid as mentioned in the Bid Data Sheet.

### **6.13. Modification or Withdrawal of Bids**

The Bidder may modify or withdraw its bid after submission, prior to the deadline-date and time prescribed for bid submission. Bidder wishing to withdraw its bid shall notify AICTE by e-mail prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic means such as e-mail, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids. The notice of withdrawal shall

- a) Be addressed to AICTE at the address named in the Bid Data Sheet, and
- b) Bear the Contract name, the Selection of Managed Service Provider/Cloud Service Provider for providing Cloud services for hosting MOOC application of AICTE and Tender no. No.40-14/AICTE/SWAYAM/RFP/CLOUD/2016 and the words “Bid Withdrawal Notice.” Bid

withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the Bidders EMD.

#### **6.14. Evaluation Process**

AICTE shall evaluate the responses to this RFP and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence, may lead to rejection. The decision of the Purchaser in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with AICTE. AICTE may ask for meetings with the Bidders to seek clarifications or confirmations on their proposals. During the Proposal Evaluation, AICTE reserves the right to reject any or all the Proposals. Each of the responses/ Proposals shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

##### **6.14.1. Stage 1 – Pre-qualification**

- a) Bidders are required to submit the Pre-Qualification documents in Packet A along with the required supporting documents in the format specified in the RFP.
- b) The Bidders Pre-Qualification Proposal in the bid document will be evaluated as per the requirements specified in the RFP and adopting the pre-qualification criteria spelt out in this RFP. The Bidder is required to submit all required documentation in support of the pre-qualification criteria specified.
- c) The Bidder shall meet all the mandatory compliance requirements. Failure in meeting the mandatory compliance requirements will result in disqualification of the Bidder.
- d) All the bidders will be communicated of the results of evaluation of the prequalification bids.
- e) If Commercials are provided along with the Pre-Qualification Bid, the bid would be summarily be rejected and EMD will be forfeited.
- f) The Technical bids of those bidders who qualify in the prequalification process only will be evaluated further against the Technical bid evaluation criteria specified in the RFP.

#### 6.14.2. **Stage 2 – Technical Evaluation**

- a) The Technical Bids and related supporting documents shall be submitted in Packet B along with the required supporting documents in the format specified in the RFP. The Technical Bids of only those Bidders will be opened who have qualified the Pre-Qualification stage.
- b) AICTE will review the Technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at AICTE's discretion.
- c) The bidders technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 5.
- d) Each Technical Bid will be assigned a technical score out of a maximum of 1000 marks. Only the bidders who get an aggregate Technical score of **70%** or more will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.
- e) Bidders are required to provide masked commercials in the Technical Bid. If Commercials are provided along with the Technical Bid, the bid would be summarily be rejected and EMD will be forfeited.

#### 6.14.3. **Stage 3 – Commercial Evaluation**

The Commercials will only be opened for Bidders who have qualified the Technical evaluation stage.

The bidder must share **per unit pricing** for each of the components listed in Annexure III Section 10.4 and also a **firm lump sum price** of the entire proposal. The rates quoted are to be specified in "Per-Item-Per Month" basis. Any tools/software used during the project and support must be clearly discussed and approved with AICTE and the cost of the same must be solely incurred by the bidder.

It is mentioned that the Commercial Bid evaluation would be done basis the indicative Bill of Quantities mentioned in the RFP. The Bidder has to provide "Per-Item-Per Month" cost based on the usage which shall remain uniform for the entire duration of the contract and shall also remain uniform which scaling up and scaling down of the requirements.

#### 6.14.4. **Stage 4 – Final Score calculation through Lowest Cost based selection**

Technically qualified bidders with lowest cost (**L1= Total cost for 25 Lac users with 2% concurrency**) will be considered as the successful bidder. In case, two bidders have quoted the same amount, bidder with the higher technical marks will be considered as the successful bidder

#### **6.15. Rights to Accept/Reject any or all Proposals**

AICTE reserves the right to accept or reject any proposal, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for AICTE's action.

#### **6.16. Notifications of Award and Signing of Contract**

Prior to the expiration of the period of proposal validity, the Bidder will be notified in writing or by email that its proposal has been accepted. AICTE shall facilitate signing of the contract after the notification of award. However, it is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of issuance of Purchase Order/Letter of Acceptance, whichever is earlier. All reference timelines as regards the execution of the project and the payments to the Bidder shall be considered as beginning from the date of issuance of the Purchase Order/Letter of Acceptance, whichever is earlier. The notification of award (Purchase Order/LOA) will constitute the formation of the Contract. Upon the Bidder executing the contract with AICTE, it will promptly notify each unsuccessful Bidder and return their EMDs. After issuance of Purchase Order/LOA the MSP shall sign the Contract as per the draft contract format given in **Section 7**.

#### **6.17. Failure to agree with the Terms & Conditions of the Bid Document/Contract**

Failure of the Bidder to agree with the Terms & Conditions of the Bid Document/Contract shall constitute sufficient grounds for the annulment of the award of contract and seizure of EMD amount. The contract may be awarded to the next most responsive bid of other Bidder.

#### **6.18. Terms and Conditions of the Tender**

Bidder is required to refer to the Draft Contract Agreement, at Section 7 in this RFP Document, for all the terms and conditions (including project timelines) to be adhered by the successful MSP during Project Implementation and Post implementation period.



## **7. Draft Contract Agreement**

### **7.1. Definitions, Interpretations and Other Terms**

- i. **Bid** means the tender process conducted by AICTE and the technical and commercial proposals submitted by the successful bidder, along with the subsequent clarifications and undertakings, if any;
- ii. **Confidential Information** means all information including AICTE Data (whether in written, oral, electronic or other format) which relates to the technical, financial, business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this CA (including without limitation such information received during negotiations, location visits and meetings in connection with this CA);
- iii. **Customers** mean all citizens and business organization and users who use the AICTE services.
- iv. **Deliverables** means all the activities related to the Cloud and other service provisioning , as defined in the Bid Document & subsequent Corrigendum (if any), based on which the technical proposal & commercial proposal was submitted by the Bidder and as required as per this CA;
- v. **Effective Date** means the date on which the Purchase Order or Letter of Acceptance is issued;
- vi. **CA** means this Contract Agreement, together with the recitals and all schedules and the contents, requirements, specifications and standards of the Bid Document (as may be amended, supplemented or modified in accordance with the provisions hereof) and the Bid. **In the event of a conflict between this CA and the Schedules, the terms of the CA shall prevail; with overriding effect;**
- vii. **Performance Security** means the irrevocable and unconditional Bank Guarantee provided by the Service provider from any Nationalized/Scheduled bank in favor of Member Secretary, All India Council for Technical Education, Nelson Mandela Marg, Vasant Kunj, New Delhi - 110067 for an amount equivalent to 10% of the total contract value.

viii. **Proprietary Information** means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned/licensed by either Party or granted by third parties to a Party hereto prior/ subsequent to the execution of this contract;

ix. **Required Consents** means the written consents, clearances and licenses, rights and other authorizations as may be required to be obtained by the Service Provider, for all tasks/activities/software/hardware and communication technology for this project; from all the concerned departments/agencies, etc. as the case may be.

x. **Bid Document** means the Request for Proposal released vide Bid Document number No.40-14/AICTE/SWAYAM/RFP/CLOUD/2016 and include all clarifications/addendums, explanations and amendments issued by the department in respect thereof;

xi. **Services** means the content and services delivered and to be delivered to the customers or the offices of AICTE by the Service Provider, and includes but not limited to the services specified in the Bid Document or as may be specified and incorporated in the subsequent Agreement/s under Contract Agreement.

xii. **Users** means the departmental staffs or any other AICTE officials having access to AICTE Application Landscape including its Implementation Agencies, technology vendors, corporations and agencies and their employees, as the context admits or requires.

## 7.2. Interpretations

- i. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it;
- ii. Words denoting the singular shall include the plural and vice-versa and words denoting persons shall include firms and corporations and vice versa;
- iii. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this CA as a whole and not to any particular Article, Schedule. The term Articles, refers to Articles of this CA. The words "include" and "including" shall not be construed as terms of limitation. The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated;

- iv. The headings and use of bold type in this CA are for convenience only and shall not affect the interpretation of any provision of this CA;
  - v. The Schedules to this CA form an integral part of this CA and will be in full force and effect as though they were expressly set out in the body of this CA;
  - vi. Reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to such agreement, deed, instrument, license or other document as the same may be amended, varied, supplemented, modified or suspended at the time of such reference;
  - vii. References to “construction” or “roll out” includes, unless the context otherwise requires, design, development, implementation, engineering, procurement, delivery, transportation, installation, processing, fabrication, acceptance testing, certification, commissioning and other activities incidental to the construction or roll out, and “construct” or “roll out” shall be construed accordingly;
  - viii. Any word or expression used in this CA shall, unless defined or construed in this CA, bear its ordinary English language meaning;
  - ix. The damages payable by a Party to the other Party as set forth in this CA, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and liquidated damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalties;
  - x. This CA shall operate as a legally binding agreement specifying the master terms, which apply to the Parties under this agreement and to the provision of the services by the Service Provider;
  - xi. The department may nominate a technically competent agency/individual(s) for conducting acceptance testing and certification of the various requisite infrastructure to ensure a smooth, trouble free and efficient functioning of the Scheme or carry out these tasks itself;
  - xii. The agency/individual nominated by the department can engage professional organizations for conducting specific tests on the software, hardware, networking, security and all other aspects;

- xiii. The agency/individual will establish appropriate processes for notifying the Service Provider of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the Service Provider to take corrective action;
- xiv. Such an involvement of and guidance by the agency/person will not, however, absolve the Service Provider of the fundamental responsibility of designing, installing, testing and commissioning the application & the infrastructure for efficient and effective delivery of services as contemplated under this Bid Document.
- xv. The documents forming this Agreement are to be taken as mutually explanatory of one another. The following order shall govern the priority of documents constituting this Agreement, in the event of a conflict between various documents, the documents shall have priority in the following order:
  - This Agreement;
  - Scope of Services for the Bidder
  - Detail Commercial proposal of the Bidder accepted by AICTE
  - Clarification & Corrigendum Documents published by AICTE subsequent to the Bid Document for this work
  - Bid Document of AICTE for this work
  - LoI issued by AICTE to the successful Bidder and
  - Successful Bidder “Technical Proposal” and “Commercial Proposal” submitted in response to the Bid Document.

### **7.3. Term of the Contract Agreement**

- i. The term of this CA shall be a period of three years from the date of issuance of Letter of Acceptance/ Purchase Order. This includes the time required for managed cloud service provisioning, including co-location.
- ii. In the event of implementation period getting extended beyond the stipulated time, for reasons not attributable to the Bidder, AICTE reserves the right to extend the term of the Agreement by corresponding period to allow validity of contract from the date of operational acceptance.

#### 7.4. Work Completion Timelines & Payment Terms

#	Parameter	Timelines	Payment
1	Provisioning of a) Data Centre & DR b) IT Infrastructure installation in Racks of DC&DR c) Network Connectivity	Within 2 months from the issuance of LOA	Nil
2	Migration of the application on the new Cloud environment	Within 1 month after provisioning the services as mentioned in Sr.No.1	Nil
3	Operational Acceptance	1 month after provisioning both the services as mentioned in Sr.No.1&2	Nil
4	Operation and Maintenance phase	Will start from the date of operational acceptance provided by AICTE	QP for a period of 3 years

Disbursement of payment to the Bidder is based on completion of tasks indicated in the implementation plan; Operations and Maintenance support plan and final handing over of O&M to the third party on completion at the end of three years of the contractual period.

*Notes:*

1. Adherence to timelines is critical for the success of the project.
2. No advance payment shall be made for any activity
3. If the Bidder is liable for any penalty as per the SLA (refer to the related clause of this agreement), the same shall be adjusted from payments due to the Bidder.
4. AICTE will release the payment within 30 days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed as per the scope of the project and meeting the SLA Criteria. AICTE shall be entitled to delay or withhold the payment of a disputed invoice or part of it delivered by Bidder, when AICTE disputes such invoice or part of it, provided that such dispute is bonafide.

5. No payment made by AICTE herein shall be deemed to constitute acceptance by AICTE of the system or any service
6. In case Go-Live is delayed, the corresponding operations and maintenance phase will start after the Go-Live has been completed.
7. A Project Implementation Committee (PIC) will be constituted which will be responsible for monitor the performance of the Bidder and recommend for the payment.
8. If the Bidder is liable for any penalty/liquidated damages as per the SLA, the same shall be adjusted from monthly payments due to the service provider.
9. All payments shall be made for the corresponding to the goods or services actually delivered, installed, or operationally accepted, per the Contract Implementation Schedule, at unit prices and in the currencies specified in the Commercial Bids.

#### 7.5. Implementation related timelines and penalties

#	Parameter	Target	Basis	Penalty
1	Provisioning of a) Data Centre & DR b) IT Infrastructure installation in Racks of DC&DR c) Network Connectivity	Within 2 months from the issuance of LOA	This will be calculated on basis of days of delay	a) Within two months - Nil b) For every 7 days of delay 5% of QP. c) Delay of 30 days - 10% of QP d) Beyond 45 days - 50% of QP. The Bidder would be required to provide proper justification for the delay. If AICTE feels that the justification provided by the Bidder is not credible, the contract may be terminated.
2	Migration of the application on the new Cloud environment	Within 1 month after provisioning the services as mentioned in Sr.No.1	This will be calculated on basis of days of delay	a) Within two months - Nil b) For every 7 days of delay 5% of QP. c) Delay of 30 days - 10% of QP d) Beyond 45 days - 50% of QP. The Bidder would be required to provide proper justification for the delay. If AICTE feels that the

#	Parameter	Target	Basis	Penalty
				justification provided by the Bidder is not credible, the contract may be terminated.
3	Operational Acceptance	1 month after provisioning both the services as mentioned in Sr.No.1&2	This will be calculated on basis of days of delay	If the Bidder fails to pass the operational acceptance even after 3 unsuccessful attempts, AICTE may consider terminating the contract and the PBG will be forfeited

## 7.6. Service Level Agreements

1. The purpose of this Service Level Requirements/Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Bidder to AICTE for the duration of this contract period of the Project.
2. Timelines specified in the above section (Work Completion Timelines and Payment Terms) shall form the Service Levels for delivery of Services specified there-in.
3. All the payments to the Bidder are linked to the compliance with the SLA metrics specified in this document.
4. The SLA are proposed to be performance based. For purposes of SLA, the definitions and terms as specified along with the following terms shall have the meanings set forth below:
  - a. “Uptime” shall mean the time period for which the IT Infrastructure Solution along with specified services / components with specified technical and service standards are available for users in all in-scope Applications across the AICTE application landscape. Uptime, in percentage, of any component (Non IT and IT) can be calculated as : 
$$\text{Uptime} = \{1 - [(\text{System Downtime}) / (\text{Total Time} - \text{Planned Maintenance Time})]\} * 100$$
  - b. “Downtime” shall mean the time period for which the IT Infrastructure Solution and/or specified services / components with specified technical and service standards are not available to users. This includes Servers, Routers, Firewall, Switches, all servers and any other IT and non-IT infrastructure, their subcomponents etc. at all

Project locations etc. The planned maintenance time / scheduled downtime will include activities like software upgrades, patch management, security software installations etc.

- c. The selected Bidder will be required to schedule 'planned maintenance time' with prior approval of AICTE. This will be planned outside working time. In exceptional circumstances, AICTE may allow the MSP to plan scheduled downtime in the working hours.
  - d. "Incident" refers to any event / abnormalities in the functioning of the IT Infrastructure solution and services that may lead to disruption in normal operations.
  - e. "Resolution Time" shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level) getting the confirmatory details about the same from the bidder and conveying the same to the end user), the services related troubles during the first level escalation.
5. The SLAs have been logically segregated in the following categories:
- a. IT Infrastructure related SLA's
  - b. Cloud Services related SLA's

Commencement of SLA: The SLA shall commence from implementation period itself for adherence to the implementation plan. The penalty will be deducted from the next payment milestone during the implementation period. During the O & M period, the penalty will be deducted from the quarterly payments.



Sr. No	Parameter	Target	Basis	Penalty
<b>Cloud Services related</b>				
1	Provisioning and De-provisioning of Virtual Machines	Within 15 minutes	Per occurrence. This will be calculated monthly	a) Within 15 minutes - Nil b) >15 minutes & <=45 min - 5% of the QP c) Beyond 45 minutes, for every 30 minutes of delay - 5% of QP
2	Overall Cloud Solution Availability	>= 99.95%	Per occurrence. This will be calculated monthly	a) <99.95% to >= 99.90% - 10% of QP b) <99.90% to >= 99.75% - 15% of QP c) <99.75% to >= 99.25% - 20% of QP d) Subsequently, for every 0.5% drop in SLA criteria - 10% of QP
3	Cloud Network Availability	>= 99.95%	Per occurrence. This will be calculated monthly	a) <99.95% to >= 99.90% - 10% of QP b) <99.90% to >= 99.75% - 15% of QP c) <99.75% to >= 99.25% - 20% of QP d) Subsequently, for every 0.5% drop in SLA criteria - 10% of QP
4	Cloud Virtualization Layer Availability	>= 99.95%	Per occurrence. This will be calculated monthly	a) <99.95% to >= 99.90% - 10% of QP b) <99.90% to >= 99.75% - 15% of QP c) <99.75% to >= 99.25% - 20% of QP d) Subsequently, for every 0.5% drop in SLA criteria - 10% of QP
5	Cloud Storage Availability	>= 99.95%	Per occurrence. This will be calculated monthly	a) <99.95% to >= 99.90% - 10% of QP b) <99.90% to >= 99.75% - 15% of QP c) <99.75% to >= 99.25% - 20% of QP d) Subsequently, for every 0.5% drop in SLA criteria - 10% of QP
6	Virtual Operating System Availability	>= 99.95%	Per occurrence. This will be calculated monthly	a) <99.95% to >= 99.90% - 10% of QP b) <99.90% to >= 99.75% - 15% of QP c) <99.75% to >= 99.25% - 20% of QP d) Subsequently, for every 0.5% drop in SLA criteria - 10% of QP

Sr. No	Parameter	Target	Basis	Penalty
7	Cloud Orchestration layer availability	>= 99.95%	Per occurrence. This will be calculated monthly	a) <99.95% to >= 99.90% - 10% of QP b) <99.90% to >= 99.75% - 15% of QP c) <99.75% to >= 99.25% - 20% of QP d) Subsequently, for every 0.5% drop in SLA criteria - 10% of QP
8	Cloud Security Layer Availability	>= 99.95%	Per occurrence. This will be calculated monthly	a) <99.95% to >= 99.90% - 10% of QP b) <99.90% to >= 99.75% - 15% of QP c) <99.75% to >= 99.25% - 20% of QP d) Subsequently, for every 0.5% drop in SLA criteria - 10% of QP
9	Adherence to RTO	RTO is 2 Hours	Per occurrence. This will be calculated monthly	a) <=2 Hours – Nil b) >2 Hours to <=2.5 Hours – 10% of QP c) >2.5 Hours to <=3 Hours – 15% of QP d) >3 Hours to <=4 Hours – 20% of QP e) Subsequently, for every Hour - 10% of QP
10	Adherence to RPO	RPO is 30 minutes	Per occurrence. This will be calculated monthly	a) <=30 Minutes – Nil b) >30 Minutes to <=45 Minutes – 10% of QP c) >45 Minutes to <=60 Minutes – 15% of QP d) >60 Minutes to <=75 Minutes – 20% of QP e) Subsequently, for every 30 Minutes - 10% of QP

**Note:**

1. The MSP has to submit all the reports pertaining to SLA Review process within 7 working days after end of the quarter.

2. All the reports must be made available to AICTE, as and when the report is generated or as and when asked by the competent authority.
3. In case the issue is still unresolved, the arbitration procedures described in the Terms & Conditions section will be applicable.
4. The down time will be calculated on monthly basis. Non-adherence to any of the services as mentioned below will lead to penalty as per the SLA clause and will be used to calculate downtime. The downtime calculated shall not include the following
  - a. Down time due to hardware/software and application which is owned by AICTE at their premises
  - b. Negligence or other conduct of AICTE or its agents, including a failure or malfunction resulting from applications or services provided by AICTE or its vendors.
  - c. Failure or malfunction of any equipment or services not provided by the MSP.
5. However, it is the responsibility/ onus of the selected Bidder to prove that the outage is attributable to AICTE. The selected Bidder shall obtain the proof authenticated by the AICTE's official that the outage is attributable to the AICTE.
6. The total deduction per quarter shall not exceed 20% of the total QP value
7. Two consecutive quarterly deductions amounting to more than 20% of the QPs on account of any reasons will be deemed to be an event of default and termination
8. It is the right of the AICTE to bring/deploy any external resources / agencies at any time for SLA review
9. No Carry forward of any penalties of SLA calculations can be done from any of the preceding quarters
10. The Agency shall deploy sufficient manpower suitably qualified and experienced in shifts to meet the SLA. Agency shall appoint as many team members as deemed fit by them, to meet the time Schedule and SLA requirements.

### **7.7. Professional Project Management**

Bidder shall execute the project with complete professionalism and full commitment to the scope of work and the prescribed service levels. Bidder shall attend regular Project Review Meetings scheduled by AICTE and shall adhere to the directions given during the meeting. Following responsibilities are to be executed by the Bidder in regular manner to ensure the proper management of the project:

- a) Finalization of the Project plan in consultation with AICTE and its consultant. Project Plan should consist of work plan, communication matrix, timelines, Quality Plan, IT Infrastructure Management Plan, etc.
- b) Preparation and regular update of the Risk Register and the Mitigation Plan. Timely communication of the same to all the identified project stakeholders
- c) Submission of Weekly Project Progress Reports
- d) Monthly Compliance report, which will cover compliances to Project Timelines, Hardware and Software delivered, SLAs, etc.

### **7.8. Use & Acquisition of Assets during the term**

The Bidder shall:

1. Take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the project and other facilities leased/owned by the Bidder exclusively in terms of the delivery of the services as per this CA (hereinafter the “Assets”) in proportion to their use and control of such Assets which will include all upgrades/enhancements and improvements to meet the needs of the project arising from time to time
2. Term “Assets” also refers to all the hardware / Software / furniture / data / documentations / manuals/ or any other material procured, created or utilized by the Bidder or AICTE for implementation of IT Infrastructure solution.
3. Keep all the tangible Assets in good and serviceable condition (reasonable wear and tear excepted) suitably upgraded subject to the relevant standards as stated in the bid to meet the SLAs mentioned in the contract and during the entire term of the Agreement
4. Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets and which are provided to the Bidder will be followed by the Bidder and any person who will be responsible for the use of the Asset
5. Take such steps as may be recommended by the manufacturer of the Assets and notified to the Bidder or as may be necessary to use the Assets in a safe manner
6. To the extent that the Assets are under the control of the Bidder, keep the Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them
7. Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law

8. Use the Assets exclusively for the purpose of providing the Services as defined in the contract
9. Ensure the integration of the software with hardware to be setup and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to AICTE of this Project in an efficient and speedy manner
10. Bidder shall not use AICTE data to provide services for the benefit of any third party, as a service bureau or in any other manner

### **7.9. Security and safety**

1. The Bidder will comply with the directions issued from time to time by AICTE and the standards related to the security and safety in so far as it applies to the provision of the Services
2. Adherence to basic e-Governance Guidelines and Standards for data structure (if any) shall be adhered to.
3. Bidder shall also comply with AICTE's information technology security and standard policies in force from time to time as applicable. AICTE shall share the relevant guidelines and standards to the Bidder upon signing of the CA.
4. Bidder shall use reasonable endeavors to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to any unauthorized access (including unauthorized persons who are employees of any Party) or interference with AICTE's data, facilities or Confidential Information.
5. The Bidder shall upon reasonable request by AICTE or his/her nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
6. Bidder shall promptly report in writing to AICTE any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at AICTE.

### **7.10. Performance Bank Guarantee**

The Bidder shall at its own expense, deposit with department, within 30 days of the notification of award (done through issuance of the Purchase Order/Letter of Acceptance), an unconditional and irrevocable Performance Bank Guarantee (PBG) from Nationalized/Scheduled Bank as per the format placed at Section 7.25 of this Bid Document, payable on demand, for the due

performance and fulfilment of the contract by the Bidder. This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the Bidder.

The PBG would be valid for a period of 3 more months from the date of validity of the Contract. The PBG may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the PBG. In the event, Bidder being unable to service the contract for whatever reason, department would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to department as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. Department shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

Department shall also be entitled to make recoveries from the Bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

#### **7.11. Indemnity**

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

1. Any mis-statement or any breach of any representation or warranty made by the Bidder or
2. The failure by the Bidder to fulfill any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created by Bidder pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by Bidder pursuant to this Agreement, or the SLAs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful

disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by "Implementation of the IT Infrastructure product by itself at the direction of AICTE, or

3. Any compensation / claim or proceeding by any third party against AICTE arising out of any act, deed or omission by the Bidder or
4. Claim filed by a workman or employee engaged by the Bidder for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

#### **7.12. Third Party Claims**

1. Subject to Sub-clause (b) below, the Bidder (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favour or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.
2. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:
  - a. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
  - b. The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.
  - c. If the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.

- d. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
  - e. Bidder hereby indemnify and hold indemnified AICTE harmless from and against any and all damages, losses, liabilities, expenses including legal fees and cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.
  - f. All settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; and (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
  - g. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and
  - h. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates;
  - i. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee (PBG), if such indemnity is not paid, either in full or in part, and on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates. The format for PBG is placed at Section 7.25.
3. Bidder will defend or settle third party claims against AICTE solely attributable to the Bidder's infringement of any copyrights, trademarks or industrial design rights alleged to have occurred in respect of Bidder branded hardware/software/deliverables etc. (together "deliverables") supplied by the Bidder. The Bidder shall pay all costs, damages and attorney's fees that a court finally awards.
4. AICTE shall provide the Bidder with prompt notice of such claim and extend full cooperation and assistance, information and authority reasonably necessary to defend or settle such claim.



The Bidder will have adequate opportunity to control the response thereto and the defense thereof.

5. Further as an exclusion, the Bidder shall have no obligation for any claim of infringement to the extent arising from use of the deliverables in a way not indicated in the statement of work or in any specifications or documentation provided with such deliverable

### **7.13. Warranties**

1. The Bidder warrants and represents to AICTE that:
  - a. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
  - b. This Agreement is executed by a duly authorized representative of the Bidder;
  - c. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.
2. In the case of the SLAs, the Bidder warrants and represents to AICTE, that:
  - a. The Bidder has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
  - b. The SLAs shall be executed by a duly authorized representative of the Bidder;
  - c. The Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the bid;
  - d. Bidder has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;
  - e. The Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;
  - f. Bidder will warrant that the solution provided under the contract is new, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.
  - g. The Bidder shall ensure defect free operation of the entire solution and shall replace any such components, equipment, software and hardware which are found defective and during the entire contract period the Bidder shall apply all the latest upgrades/patches/releases for the software after appropriate testing. No costs shall be paid separately for the warranty other than what are the costs quoted by the Bidder and as specified in the contract.

- h. If the Bidder uses in the course of the provision of the Services, components, equipment, software and hardware manufactured by any third party and which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through third party manufacturer's Warranties relating to those components, equipment, software and hardware to the extent possible.
3. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Bidder is unable to meet the obligations pursuant to the Implementation of the IT Infrastructure Solution, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, AICTE will have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days to the Bidder.

The 30 day notice period shall be considered as the 'Cure Period' to facilitate the Bidder to cure the breach. The PBG shall be evoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

#### **7.14. Force Majeure**

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

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

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

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

#### **7.15. Resolution of Disputes**

AICTE and the Bidder shall make every attempt to resolve dispute amicably, by direct information, negotiations of any disagreement or dispute arising between them under or in connection with this agreement. All differences disputes arising under and out of these present, or in connection with this agreement shall be first referred to the senior executives of each party for an amicable solution. If the dispute is not resolved within a period of thirty (30) days, the same shall be referred to arbitration in accordance with Arbitration and Conciliation Act, 1996 (including all amendments thereto). Each party shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator. The decision of the arbitrators shall be final and binding on both parties. The venue of arbitration shall be in New Delhi, India. Subject to the above, this Agreement shall be subject to the jurisdiction of the courts in New Delhi, India.

#### **7.16. Limitation of Liability towards AICTE**

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

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

- (i) the particular hardware/software; or
- (ii) services provided during the twelve (12) months immediately preceding the date of the claim; that in each case is the subject of the claim.

This limit shall not apply to damages for bodily injury (including death) and damage to real property and tangible personal property for which the Bidder is legally liable.

#### **7.17. Conflict of Interest**

- The Bidder shall disclose to AICTE in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or its team) in the course of performing the Services as soon as it becomes aware of such a conflict. Bidder shall hold AICTE's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.
- In the event of any question, dispute or difference arising under the agreement or in connection there-with, the same shall be referred to the sole arbitration of the Chairman of Board, AICTE or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the Chairman of Board, AICTE or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the Chairman of Board or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Chairman of Board or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the Chairman of Board, AICTE or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- The venue of the arbitration proceeding shall be the office of the Chairman of Board, AICTE, or such other places as the arbitrator may decide.

### **7.18. Data Ownership**

All the data created as the part of the project shall be owned by AICTE. The Bidder shall take utmost care in maintaining security, confidentiality and backup of this data. AICTE shall retain ownership of any user created/loaded data and applications hosted on Bidder's infrastructure and maintains the right to request (or should be able to retrieve) full copies of these at any time.

### **7.19. Fraud and Corruption**

AICTE requires that Bidder must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, AICTE defines, for the purpose of this provision, the terms set forth as follows:

- “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of AICTE in contract executions.
- “Fraudulent practice” means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to AICTE, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificially high or non-competitive levels and to deprive AICTE of the benefits of free and open competition.
- “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by AICTE with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- If it is noticed that the Bidder has indulged into the Corrupt / Fraudulent / Undesirable / Coercive practices (as be decided by a court or competent authority with appropriate jurisdiction), it will be a sufficient ground for AICTE for termination of the contract and initiate black-listing of the vendor.

## **7.20. Exit Management**

### **(i) Exit Management Purpose**

This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period starts, in case of expiry of contract, at least 3 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the Bidder. The exit management period ends on the date agreed upon by AICTE or Three months after the beginning of the exit management period, whichever is earlier.

### **(ii) Confidential Information, Security and Data**

Bidder will promptly, on the commencement of the exit management period, supply to AICTE or its nominated agencies the following:

- a. Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code; any other data and confidential information created as part of or is related to this project;
- b. Project data as is reasonably required for purposes of the project or for transitioning of the services to its replacing successful Bidder in a readily available format.
- c. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable AICTE and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the Services to AICTE or its nominated agencies, or its replacing vendor (as the case may be).
- d. The Bidder shall retain all of the above information with them for 30 days after the termination of the contract, post which the provider has to wipe/purge/delete all information created or retained as part of this project.
- e. Bidder will sign a Non-Disclosure Agreement with AICTE IT Department. The format for the same has been included in Annexure I Section 8.7.

### **(iii) Employees**

Promptly on reasonable request at any time during the exit management period, the Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to AICTE a list of all employees (with job titles and communication address) of the Successful Bidder, dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the Successful Bidder, AICTE or Replacing Vendor may make an offer of contract for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by AICTE or any Replacing Vendor.

### **(iv) Rights of Access to Information**

At any time during the exit management period, the Bidder will be obliged to provide an access of information to AICTE and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to implementation of IT Infrastructure Solution for AICTE.

### **(v) Exit Management Plan**

Successful Bidder shall provide AICTE with a recommended "Exit Management Plan" within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

- a) A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- b) Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
- c) Plans for provision of contingent support to the implementation of IT Infrastructure Solution for a reasonable period (minimum one month) after transfer.
- d) Exit Management Plan shall be presented by the Bidder to and approved by AICTE or its nominated agencies.

- e) The terms of payment as stated in the Terms of Payment Schedule include the costs of the Bidder complying with its obligations under this Schedule.
- f) During the exit management period, the Bidder shall use its best efforts to deliver the services.
- g) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

#### **7.21. Termination of contract**

AICTE may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the Bidder and terminate the contract either in whole or in part:

- Where AICTE is of the opinion that there has been such Event of Default on the part of the service provider which would make it proper and necessary to terminate this Contract and may include failure on the part of the service provider to respect any of its commitments with regard to any part of its obligations under its bid, the RFP or under this Contract
- Where it comes to AICTE's attention that the service provider is in a position of actual conflict of interest with the interests of AICTE, in relation to any of services arising out of services provided under the resultant contract or this RFP
- If the Bidder fails to deliver any or all of the project requirements / operationalization / Operational Acceptance of project within the time frame specified in the contract; or
- If the Bidder fails to perform any other obligation(s) under the contract.

Prior to providing a notice of termination to the Bidder, AICTE shall provide the Bidder with a written notice of 30 days instructing the Bidder to cure any breach/ default of the Contract, if AICTE is of the view that the breach may be rectified.

On failure of the Bidder to rectify such breach within 30 days, AICTE may terminate the contract by providing a written notice of 30 days to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to AICTE. In such an event the Bidder shall be liable for penalty imposed by AICTE.

In the event of termination of this contract for any reason whatsoever, AICTE is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to



ensure an efficient transition and effective continuity of the services which the Bidder shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to AICTE and/ or succeeding vendor, as may be required, to take over the obligations of the Bidder in relation to the execution/ continued execution of the requirements of this contract.

#### **7.22. Confidentiality**

- i. Service provider shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- ii. Additionally, the service provider shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- iii. AICTE shall retain all rights to prevent, stop and if required take the necessary punitive action against the service provider regarding any forbidden disclosure.
- iv. Service provider should provide non-disclosure agreement, which shall be duly approved by the AICTE

For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

- a) Information already available in the public domain;
- b) Information which has been developed independently by the service provider
- c) Information which has been received from a third party who had the right to disclose the aforesaid information;
- d) Information which has been disclosed to the public pursuant to a court order.

#### **7.23. Miscellaneous**

##### **a) Confidentiality**

“Confidential Information” means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party (whether a Party to the contract or to the SLA) in the course of or in connection

with the contract (including without limitation such information received during negotiations, location visits and meetings in connection with the contract or to the SLA) or pursuant to the contract to be signed subsequently.

Except with the prior written permission of AICTE, the Bidder (including all partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Bidder and its Personnel make public the recommendations formulated in the course of, or as a result of the project. In matters pertaining to privacy of data, the Bidder (including all partners) shall not use any data for analytical/commercial reasons whatsoever.

The Bidder recognizes that during the term of this Agreement, sensitive data will be procured and made available to it, its Sub contractors and agents and others working for or under the Bidder. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to the Department whose data is used but also to its stakeholders. The function of AICTE requires the Bidder to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article will result in AICTE and its nominees receiving a right to seek injunctive relief and damages, from the Bidder.

The restrictions of this Article shall not apply to confidential information that:

- a. Is or becomes generally available to the public through no breach of this Article by the Recipient; and
- b. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; and
- c. Is developed by the Recipient independently of any of discloser's Confidential Information; and
- d. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; and
- e. Is identified in writing by the Discloser as no longer proprietary or confidential; or
- f. Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

To the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:

- a. Its employees, agents and independent contractors and to any of its affiliates and their respective independent contractors or employees; and
- b. Its professional advisors and auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article and in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.

The provisions of this Article shall survive the expiration or any earlier termination of this Agreement.

**a) Standards of Performance**

The Bidder shall provide the services and carry out their obligations under the Contract with due diligence, efficiency and professionalism/ethics in accordance with generally accepted professional standards and practices. The Bidder shall always act in respect of any matter relating to this contract. The Bidder shall abide by all the applicable provisions / Acts / Rules / Regulations, Standing orders, etc of Information Technology standard as prevalent in the country. The Bidder shall also conform to the standards laid down by or Government of India from time to time. Such standards and guidelines shall be shared with the Bidder by AICTE up on signing of the Contract.

**b) Sub Contracts**

There should be no sub-contracting. The Bidder shall not sub-contract work to any other party.

**c) Care to be taken while working at AICTE Office**

Bidder should follow instructions issued by concerned Competent Authority from time to time for carrying out work at designated places. Bidder should ensure that there is no damage caused to any private or public property. In case such damage is caused, Bidder shall immediately bring it to the notice of concerned organization and AICTE in writing and pay necessary charges towards fixing of the damage.

Bidder shall ensure that its employees/representatives don't breach privacy of any citizen or establishment during the course of execution or maintenance of the project.

**d) Compliance with Labour regulations**

The Bidder shall pay fair and reasonable wages to the workmen employed, for the contract undertaken and comply with the provisions set forth under the Minimum wages Act and the Contract Labour Act 1970. The salary of the manpower working on AICTE project should be paid using ECS / NEFT / RTGS. A record of the payments made in this regard should be maintained by the Bidder. Upon request, this record shall be produced to the appropriate authority in AICTE and/or Judicial Body. If complaints are received by AICTE (or any appropriate authority) appropriate action (Liquidation of Security Deposit, Blacklisting, etc.) may be initiated as deemed necessary against the Bidder.

**e) Independent Contractor**

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or employment relationship between the Parties to this Agreement. Except as expressly stated in this Agreement nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any manner whatsoever in each case without obtaining the other Party's prior written consent.

**f) Waiver**

A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

**g) Notices**

Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post.

In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below

Member Secretary

All India Council for Technical Education

Nelson Mandela Marg, Vasant Kunj

New Delhi - 110067

Bidder:

-----

-----

Tel: -----

Fax: -----

Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 9.30 am and 5.30 pm at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and 7 calendar days from the date of posting (if by letter).

**h) Personnel/Employees**

Personnel/employees assigned by Bidder to perform the services shall be employees of Bidder, and under no circumstances will such personnel be considered as employees of AICTE. Bidder shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all laws as applicable from time to time. AICTE shall not be responsible for the above issues concerning to personnel of Bidder.

Bidder shall use its best efforts to ensure that sufficient Bidder personnel are employed to perform the Services, and that, such personnel have appropriate qualifications to perform the Services. AICTE or its nominated agencies shall have the right to require the removal or replacement of any Bidder personnel performing work under this Agreement. In the event that AICTE requests that any Bidder personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule and upon clearance of the personnel based on profile review and personal interview by AICTE or its nominated agencies as per defined SLAs. The Bidder shall depute quality team for the project and as per requirements AICTE shall have the right to ask Bidder to change the team.

- a. Management (Regional Head / VP level officer) of Bidder needs to be involved in the project monitoring and should attend the review meeting at least once in a month.
- b. The profiles of resources proposed by Bidder in the technical bid, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' and the Bidder shall not remove such personnel without the prior written consent of AICTE. For any changes to the proposed resources, Bidder shall provide equivalent or more experienced resources in consultation with AICTE.
- c. Except as stated in this clause, nothing in this Agreement will limit the ability of Bidder freely to assign or reassign its employees; provided that Bidder shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. AICTE shall have the right to review and approve Bidder's plan for any such knowledge transfer. Bidder shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.
- d. Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.

**i) Variations & Further Assurance**

- a. No amendment, variation or other change to this Agreement or the SLAs shall be valid unless made in writing & signed by the duly authorized representatives of the Parties to this Agreement.
- b. Each Party to this Agreement or the SLAs agree to enter into or execute, without limitation, whatever other agreement, document, consent & waiver & to do all other things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement or the SLAs.

**j) Severability & Waiver**

- a. if any provision of this Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force & effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid & enforceable provision which achieves to the

greatest extent possible the economic, legal & commercial objectives of the illegal, invalid or unenforceable provision or part provision within 7 working days.

- b. No failure to exercise or enforce & no delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

**k) Survivability**

The termination or expiry of this Agreement or the SLAs for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

**7.24. Applicable Law**

The contract shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of New Delhi courts only.

**Attachments to the Agreement:**

- i) Scope of Services for the bidder
- ii) Detail Commercial proposal of the Bidder accepted by AICTE
- iii) Corrigendum Document published by AICTE subsequent to the Bid Document for this work
- iv) Bid Document of AICTE for this work
- v) LoI issued by AICTE to the successful bidder
- vi) The successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the Bid Document

**7.25. Performance Bank Guarantee Format**

(For a sum of 10% of the value of the contract)

Ref. No. :

Date :

Bank Guarantee No. :

To

Member Secretary

All India Council for Technical Education

Nelson Mandela Marg, Vasant Kunj,

New Delhi - 110067

THIS INDENTURE made this ----- day of -----20---- BETWEEN THE -----  
-----BANK incorporated under the English / Indian Companies Acts and  
carrying on business in <Address> (hereinafter referred to as 'the bank' which expression  
shall be deemed to include its successors and assigns) of the first part -----  
-----  
-----

inhabitants carrying on business at -----  
-----  
-----

in <Address> under the style and name of Messers -----  
-----  
-----



(hereinafter referred to as 'the contractors') of the second part Shri-----  
-----  
-----

THE All India Council for Technical Education, Nelson Mandela Marg, Vasant Kunj, New Delhi – 110067 (hereinafter referred to as AICTE which expression shall be deemed, also to include his successor or successors for the time being in the said office of AICTE) of the third part and THE <ADDRESS><ADDRESS> (hereinafter referred to as '<<>>') of the fourth part WHEREAS the contractors indemnify and keep indemnified the Corporation against any loss or damage that may be caused to or suffered by the Corporation by reason of any breach by the contractors of any of the terms and conditions of the contract that will be entered subsequently (within 15 days) and/or in the performance thereof against Letter of Intent number ----- dated ----- for the project **“Selection of Managed Service Provider/Cloud Service Provider for providing Cloud services for hosting MOOC application of AICTE ”** of ----- department having tender No. No.40-14/AICTE/SWAYAM/RFP/CLOUD/2016 amount Rs.----- and the terms of such tender / contract require that the contractors shall deposit with the Commissioner as earnest money and/ or the security a sum of Rs.----- (Rupees-----) AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the contractors will provide that such deposit shall remain with and will be appropriated by the Commissioner towards the Security Deposit to be taken under the contract and be redeemable by the contractors, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them thereunder AND WHEREAS the contractors are constituents of the Bank and in order to facilitate the keeping of the accounts of the contractors, the Bank with the consent and concurrence of the contractors has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractors depositing with the Commissioner the said sum as earnest money and/or the security as aforesaid AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking. NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the contractors (hereby testified) UNDERTAKES WITH the Commissioner to pay to the Commissioner upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole Rs.----- (Rupees-----)

-----) under the terms of the said tender and/or the contract. The B.G. is valid upto-----  
-----

We agree that the decision of the Corporation, whether any breach of any of the terms and conditions of the contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Corporation shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Corporation.

“Notwithstanding anything what has been state above, our liability under the above guarantee is restricted to Rs. ----- only and guarantee shall remain in force upto -----unless the demand or claim under this guarantee is made on us in writing on or before-----  
-----all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”.

IN WITNESS WHEREOF

WITNESS (1) -----

Name and -----

Address -----  
-----

WITNESS (2) -----

Name and ----- the duly constituted Attorney Manager

Address -----  
-----

The Bank and the said Messrs-----

----- (Name of the bank)

WITNESS (1) -----

Name and -----

Address -----

-----

WITNESS (2) ----- for Messrs -----

Name and ----- (Name of the contractor)

Address -----

-----

Have hereinto set their respective hands the day and year first above written.

The undertaking-cum-indemnity bond is binding upon us/our heirs, executors, administrators, and assigns and/or successors and assigns.

\_\_\_\_\_

Signature of Authorized Signatory: Proprietor/Partners/Directors/POA holder (with official seal)

Place :

Date :

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

## ***8. Annexure I: Instructions for Pre-Qualification Bid***

### **8.1. Pre-Qualification Cover Letter**

Date: dd/mm/yyyy

To

Member Secretary

All India Council for Technical Education

Nelson Mandela Marg, Vasant Kunj,

New Delhi – 110067

**Sub:** Selection of Managed Service Provider/Cloud Service Provider for providing Cloud Services for hosting MOOC application of AICTE.

**Ref:** Tender No: <No> Dated <DD/MM/YYYY>

Dear Sir,

We, the undersigned, offer to provide Systems Integrator services to CBEC with reference to your Request for Proposal dated <**insert date**> and our Proposal. We are hereby submitting our Pre-qualification bid.

We hereby declare that all the information and statements made in this Pre-qualification bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for 180 number of days from the date of submission of the proposal.

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

---

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

## 8.2. Check-list for the documents to be submitted

### Pre-Qualification (Packet A)

**Note: A table of content as per the following table must be included in this packet**

<b>Sr. No</b>	<b>Documents required</b>	<b>Page No in the offer</b>
1.	Cover Letter	
2.	Board Resolution authorizing the Bidder to sign/ execute the bid as a binding document and also execute all relevant agreements forming part of bid or Power of Attorney certifying him/her as an authorized signatory for the purpose of this bid	
3.	Copy of all documents as asked in the Pre-qualification for MSP and CSP in Section 4.2 & 4.3	
4.	OEM authorization to bid as per format given in Section 8.5	
5.	EMD in form of DD for Nationalized/Scheduled bank	
6.	Integrity Pact as per format given in Section 8.6	
7.	Non-Disclosure Agreement as per format given in Section 8.7	

### 8.3.Pre-qualification citations format

<b>S.No.</b>	<b>Item</b>	<b>Bidder's Response</b>
1	Name of Bidder entity (Lead bidder/ consortium member with bidder name)	
2	Assignment Name	
3	Name of Client	
4	Name of the entity engaged in the Assignment	
5	Country	
6	Contact Details	
7	(Contact Name, Address, Telephone Number)	
8	Approximate Value of the Contract	
9	Duration of Assignment (months)	
10	Award Date (month/year)	
11	Completion Date (month/year)	
12	Narrative description of the project	
13	Details of Work that defines the scope relevant to the requirement	
14	Documentary Evidence attached	

#### **8.4.Format for Declaration by the Bidder for not being Black-listed**

(To be submitted on the Letterhead of the Bidder)

Dear Sir,

We confirm that our Company <**name of company**> as on date of submission of the proposal is not been blacklisted by any Private/Central /State Government/PSU or any other Organization and agencies in India for corrupt, fraudulent or any other unethical business practices.

Sincerely,

Name & Designation of the Authorized Signatory



## 8.5. OEM authorization to bid

To be submitted on the Letterhead of the OEM  
(Place)  
(Date)

To  
Member Secretary  
All India Council for Technical Education  
Nelson Mandela Marg, Vasant Kunj,  
New Delhi - 110067

### **Sub: Authorization to Provide Product & Services**

Sir,

This is to certify that we are the Original Equipment Manufacturer in respect of the products listed below. I confirm that <name of Bidder> is a certified partner to provide implementation services of our product <name of product>. The <name of Bidder> has due authorization from us to provide services to All India Council for Technical Education

Yours faithfully,

Authorized Signatory

## 8.6.Format of Integrity Pact

### To be executed on Stamp Paper of appropriate value

This Agreement (hereinafter called the Integrity Pact) is entered into on ----day of the -----  
--month of 20---- between All India Council For Technical Education acting through Shri -----  
------(Name and Designation of the officer) (hereinafter  
referred to as the "AICTE" which expression shall mean and include, unless the context otherwise  
requires, his successors in office and assigns) of the First Part and M/s. -----  
------(Name of the company) represented by Shri -----,  
Chief Executive Officer / Authorised signatory (Name and Designation of the officer ) ( hereinafter  
called as the "Bidder / Seller" which expression shall mean and include, unless the context  
otherwise requires, his successors and permitted assigns ) of the Second Part.

WHEREAS THE AICTE invites bid for the -----  
-----  
------(Name of the Stores /  
Equipment / Service, Tender No. & Date) and the Bidder / Seller is willing to submit bid for the  
same and

WHEREAS the BIDDER is a private Company / Public Company / Government Undertaking /  
Partnership Firm / Ownership Firm / Registered Export Agency, constituted in accordance with  
the relevant law in the matter and the AICTE is Urban Local Body. NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any  
influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to  
be entered into with a view to:-

Enabling the AICTE to obtain the desired said stores / equipment/ services/ works at a  
competitive price in conformity with the defined specifications by avoiding the high cost and the  
distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the AICTE will commit to prevent corruption, in any form, by its officials by following transparent procedures. In order to achieve these goals, the AICTE will appoint an external independent monitor who will monitor the tender process and execution of the contract for compliance with the principles mentioned above.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

## **1. COMMITMENTS OF THE AICTE**

- 1.1 AICTE commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipment / services at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.
- 1.2 The AICTE undertakes that no employee of the AICTE, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.3 AICTE will during tender process treat all bidders with equity and reason. The AICTE before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the AICTE with full and verifiable facts and the same is prima-facie found to be correct by the AICTE, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the AICTE and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the AICTE the proceedings under the contract would not be stalled.

## **2. COMMITMENTS OF THE BIDDERS / CONTRACTORS**

- 2.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it.
- 2.2 The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the AICTE, connected directly or indirectly with the bidding process or to any AICTE person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the AICTE or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with AICTE for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with AICTE.
- 2.4 The Bidders / Contractors will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal , in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.5 The Bidders/ Contractors will not commit any offence under relevant Anti-corruption Laws of India. Further, the Bidders will not use improperly, for purposes of competition or personal gain or pass on to others, any information or document provided by AICTE as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
- 2.6 The Bidders / Contractors of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian Bidders shall disclose their foreign principals or associates.
- 2.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the AICTE
- 2.8 The Bidder will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with AICTE

- 2.9 The Bidder will promptly inform the Independent External Monitor (of AICTE) if he receives demand for a bribe or illegal payment / benefit and If the comes to know of any unethical or illegal practice in AICTE
- 2.10 The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.
- 2.11 The Bidders / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the AICTE or his relatives.
- 2.12 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

### **3. PREVIOUS TRANSGRESSION**

- 3.1 The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact, with any Government Organization (PSU / Municipalities/ Central or State Government Departments) in India in respect of any corrupt practices envisaged hereunder that could justify BIDDER's exclusion from the tender process.
- 3.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract if already awarded, can be terminated for such reasons.

### **4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS**

If the Bidders/ Contractors or anyone employee acting on his behalf whether or without the knowledge of the Bidder before award of the contract has committed a transgression through a violation of aforesaid provision or in any other form such as put his reliability or credibility into question, the AICTE is entitled to exclude the bidder from the tender process or to terminate the contract if already signed and take all or any one of the following actions, wherever required.

- 4.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.
- 4.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond ( after the contract is signed) shall stand forfeited either fully or partially, as decided by the AICTE and AICTE shall not be required to assign any reasons therefore.

- 4.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 4.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.
- 4.5 If any outstanding payment is due to the Bidder from AICTE in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 4.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by AICTE along with interest.
- 4.7 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the AICTE resulting from such cancellation / rescission and the AICTE shall be entitled to deduct the amount so payable from the money due to the Bidder.
- 4.8 Forfeiture of Performance Bond in case of a decision by the AICTE to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
- 4.9 The decision of AICTE to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.
- 4.10 The Bidder accepts and undertakes to respect and uphold the absolute right of AICTE to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.
- 4.11 To debar the Bidders/ Contractors from participating in future bidding process of AICTE for a minimum period of one year for similar scope of services.
- 4.12 Any other action as decided by AICTE based on the recommendation by Independent External Monitors (IEMs).

## **5. INDEPENDENT EXTERNAL MONITOR/ MONITORS**

- 5.1 The AICTE appoints competent and credible Independent External Monitor (IEM) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.
- 5.2 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the AICTE.
- 5.3 Both the parties accept that the IEM has the right to access without restriction, to all documentation relating to the project / procurement, including minutes of meetings, provided the Bidder shall not be bound to provide any information pertaining to its project

preparation and project learnings, i.e. internal costing for the project, budget estimates, work papers, know-hows, methodologies.

- 5.4 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub -contractors.
- 5.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder, with confidentiality.
- 5.6 The AICTE will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 5.7 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform AICTE. The IEM can in this regard submit non-binding recommendations. If AICTE has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the AICTE.
- 5.8 The IEM will submit a written report to the AICTE within 8 to 10 weeks from the date of service of intimation AICTE. Should the occasion arise, Bidder to submit proposals for correcting problematic situations.
- 5.9 The word "IEM" would include both singular and plural.
- 5.10 Both the parties accept that the recommendation of IEM would be in the nature of advice and would not be legally binding. The decision of AICTE in any matter / complain will be the final decision.

## **6. VALIDITY OF THE PACT**

- 6.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto two years or the complete execution of the contract to the satisfaction of the AICTE and BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 6.2 If any claim is made/ lodged during the validity of this contract, such claim shall be binding and continue to be valid despite the lapse of this pact unless it is discharged / determined by the AICTE.

## **7. FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the AICTE or its agencies OR Independent External Monitor shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall

provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**8. MISCELLANEOUS**

- 8.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the AICTE i.e. All India Council for Technical Education, Nelson Mandela Marg, New Delhi - 110067 and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- 8.2 If the Contractor is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.
- 8.3 Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Pact remains valid. In this case, the Parties will strive to come to an Agreement to their original intentions.

**9. The Parties hereby sign this Integrity Pact at -----on-----**

	<b>AICTE</b>	<b>BIDDER</b>
Signature	-----	-----
Name of officer	-----	-----
Designation	-----	-----
Name of Company	-----	-----
Address	----- -----	----- -----
Dated	-----	-----
	<b>WITNESS-1(AICTE)</b>	<b>Witness- 1(BIDDER)</b>
Signature	-----	-----



Name of officer -----

Designation -----

Name of Company -----

Address -----

-----

Dated -----

## 8.7. Non-Disclosure Agreement

This Non-Disclosure Agreement ("Non-Disc") is made and entered into \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year (effective date) by and between AICTE ("Department") and \_\_\_\_\_ ("Company")

Whereas, Department and Company have entered into an Agreement ("Agreement") \_\_\_\_\_ effective \_\_\_\_\_ for \_\_\_\_\_; and

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

20. Definitions. As used herein:

d) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's Information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.

e) The term, “Department” shall include the officers, employees, agents, consultants, contractors and representatives of Department.

f) The term, “Company” shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

21. Protection of Confidential Information. With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- a) Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
- b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential
- c) Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
- d) Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Proposals developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
- e) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
- f) Return to the other party, or destroy, at Department’s discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party’s engagement in the Project, or (ii) the request of the other party therefore.
- g) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.

22. Onus - Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the following exceptions.

23. Exceptions - These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:

- a) Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
- b) After it has become generally available to the public without breach of this Agreement by Company; or
- c) Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
- d) Which Department agrees in writing is free of such restrictions.
- e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;

24. Remedies - Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.

25. Need to Know. Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.

26. Intellectual Property Rights Protection - No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

27. No Conflict - The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.

28. Authority - The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.

29. Dispute Resolution - If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to AICTE, AICTE

- a) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
- b) The place of arbitration shall be the New Delhi
- c) The arbitrator's award shall be substantiated in writing and binding on the parties.
- d) The proceedings of arbitration shall be conducted in English language.
- e) The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.

30. Governing Law - This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at New Delhi, India only.

31. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.

32. Amendments - No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

33. Binding Agreement - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

34. Severability - It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

35. Waiver - If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

36. Survival - Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.

37. Non-solicitation - During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.

38. Term - Subject to aforesaid section 17, this Agreement shall remain valid up to 3 years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department,

For Company

\_\_\_\_\_

\_\_\_\_\_

Name:

Name:

Title:

Title:

WITNESSES:

- 1.
- 2.

### 8.8.Template for Pre-Bid queries

Bidders shall all Pre-Bid queries in excel in the following format.

#	Page No.	Section (Name & No.)	Statement as per RFP	Query by Bidder	Justification for query (if any)



## ***9. Annexure II: Instructions for Technical Bid Document Format***

### **9.1. Technical bid Cover Letter**

(Bidder Company letter head)

[Date]

To

Member Secretary  
All India Council for Technical Education  
Nelson Mandela Marg, Vasant Kunj,  
New Delhi - 110067

Dear Sir,

**Subject: Request for Proposal for Selection of MSP/CSP for providing cloud services to host MOOC application of AICTE**

**Ref:** Tender No: <No> Dated <DD/MM/YYYY>

Having examined the bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services for providing cloud services to host MOOC application of AICTE as required and outlined in the RFP.

We attach hereto the bid Technical response as required by the bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all the services put forward in this RFP or such features as may subsequently be mutually agreed between us and AICTE.

We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of 180 days from the date of submission of bid and it shall remain binding upon us with full force and virtue, until within this period a formal agreement is prepared and executed. This bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding agreement between us and AICTE.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered to AICTE is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead AICTE as to any material fact.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.

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

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

## 9.2. Check-list for the documents to be submitted

### Technical Proposal (Packet B)

**Note: A table of content as per the following table must be included in this packet**

<b>Sr. No</b>	<b>Documents Required</b>	<b>Page No. in the offer</b>
1.	Brief Summary of the Hardware and Software offered	
2.	Project Management and Implementation Methodology	
3.	Migration Plan and Methodology	
4.	Bidders compliance with the Technical Bill of Material (to be provided by the Bidder as per Annexure II Section 9.8)	
5.	Technical Brochures/ Documents/ Manuals from OEM containing the list of functionalities as mentioned in Annexure II Section 9.8	
6.	Clear articulation and description of the design and technical solution and various components including details of the operating System and other software proposed	
7.	Details of Resources Proposed	
8.	Extent of compliance to the scope of work	
9.	Maintenance and support for proposed Solution	
10.	Risk Mitigation Plan	
11.	Strength of the bidder to provide services with examples of case studies of similar solutions implemented for past clients	
12.	Approach and Methodology of management of SLA requirements and articulate how SLA requirements would be adhered.	
13.	Other Documents (as per requirements of the bid)	

### 9.3.Format for citations for Bidders Experience

<b>S.No.</b>	<b>Item</b>	<b>Bidder's Response</b>
1	Name of Bidder entity (Lead bidder/ consortium member with bidder name)	
2	Assignment Name	
3	Name of Client	
4	Name of the entity engaged in the Assignment	
5	Country	
6	Contact Details	
7	(Contact Name, Address, Telephone Number)	
8	Approximate Value of the Contract	
9	Duration of Assignment (months)	
10	Award Date (month/year)	
11	Completion Date (month/year)	
12	Narrative description of the project	
13	Details of Work that defines the scope relevant to the requirement	
14	Documentary Evidence	

**9.4. CV Format**

- 1. Name of Firm:**
- 2. Name of Staff:**
- 3. Contact Details:**
- 4. Designation:**
- 5. Areas of Expertise:**
- 6. Date of Birth:**
- 7. Years with the Firm: -**
- 8. Total Years of Experience:**
- 9. Nationality:**
- 10. Education:**

<b>S. No.</b>	<b>Degree Obtained</b>	<b>Institution</b>	<b>Dates</b>

- 11. Key Qualifications:**
- 12. Membership of Professional Associations:**
- 13. Professional Certifications:**
- 14. Other Training:**
- 15. Countries of Work Experience:**
- 16. Languages:**

<b>S. No.</b>	<b>Languages</b>	<b>Speak</b>	<b>Read</b>	<b>Write</b>

- 17. Employment Record:**

From/To	
Employer	
Position held	
Key Duties Assigned:	

- 18. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**

<b>Name of assignment:</b>	
<b>Year:</b>	
<b>Location:</b>	
<b>Client:</b>	
<b>Main project features:</b>	
<b>Positions held:</b>	
<b>Activities performed:</b>	

## 9.5. Format for Authorization Letters from OEMs

Date: dd/mm/yyyy

To

Member Secretary  
All India Council for Technical Education  
Nelson Mandela Marg, Vasant Kunj,  
New Delhi – 110067

**Sub :** Authorization Letter to M/s. ----- for the participation in the bid for Selection of Managed Service Provider/Cloud Service Provider for providing Cloud Services for hosting MOOC application of AICTE.

**Ref :** Bid No: <No>      Dated <DD/MM/YYYY>

Sir,

We \_\_\_\_\_, (name and address of the manufacturer) who are established and reputed manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ (addresses of manufacturing / development locations) do hereby authorize M/s \_\_\_\_\_ (name and address of the Bidder) to bid, negotiate and conclude the contract with you against the above mentioned bid for the above equipment / software manufactured / developed by us.

We herewith certify that the IT infrastructure proposed in the RFP are **not end-of-the life as well as end-of-sale** and we hereby undertake to support these equipment / software for the duration of **minimum 6 years from the date of submission of the bid.**

Yours Sincerely,

For and on behalf of M/s \_\_\_\_\_ (Name of the manufacturer)

Signature :

Name :

Designation :

Address :

Company Seal:



## 9.6. Technical requirement specifications

<b>Technical Requirement Specifications</b>		
<b>S. No</b>	<b>Compliance</b>	<b>Marks</b>
1.	The Bidder will need to provide a monthly uptime SLA of 99.95%	1
2.	The Cloud services should be available on pay as per usage model	1
3.	The Bidder should have the capability to provide various other services like Database, Cache, Search, Analytics, Mobile Backend, Queues, Tables, Backup, Identity Management, CDN, Client Application Analytics as a Service on pay as per usage mode backed by monthly SLAs of minimum 99.5% availability.	1
4.	Integration with Akamai CDN	1
5.	The Bidder should support third party virtual appliances	1
6.	The Bidder should provide inbuilt logging and auditing capabilities	1
7.	The Bidder should support auto scalability to increase or decrease the compute resources as per demand in order of minutes based on CPU/RAM utilization and charge only for resources being used on a per minute, hourly or daily basis.	1
8.	The Bidder should provide mechanisms to allow provisioning/de provisioning of Virtual Machines on demand and should not charge for them when de provisioned.	1
9.	The Bidder will support and allow users to encrypt their data at rest using customer's own key	1
10.	The Bidder must ensure that the Network layer has capabilities for in-depth packet inspection and intelligence in blocking attacks at no extra cost to the user.	1
11.	The Bidder should ensure that their network is protected against DDOS attacks at no extra cost.	1
12.	The Bidder should support logical separation of the infrastructure pieces provisioned on the cloud in multiple setups.	1
13.	The Data Centre services from where Cloud services are being provisioned should be ISO 27001 certified.	1
14.	The Data Centre from where the Cloud services are being provided shall be in India.	1
15.	The Bidder should publish the real-time status of all the services refreshed atleast at a frequency of 5 min	1
16.	The Bidder should publish the history of service availability for all the services offered for a period of atleast 3 months.	1
17.	The Bidder should allow penetration testing if required.	1
18.	Bidder should be independently audited twice in a year by independent third party auditors and the relevant report /	1

<b>Technical Requirement Specifications</b>		
<b>S. No</b>	<b>Compliance</b>	<b>Marks</b>
	findings of the report should be made available to AICTE on request	
19.	Bidder must provide a UAT (User Acceptance Test) for the failover/failback scenarios after the deployment.	1
20.	The DR automation software should be provided as a part of the overall DR-as-a-Service. The software must be provided under a usage model or subscription model.	1
21.	The protected servers should be replicated and automation must be part of the software functionality to failover/failback to the DR-DC adhering to an RPO of 30 minutes and RTO of 2 Hours.	1
22.	Any server/storage networking/security requirement to support the DR solution at the DR Site should be provisioned by the Bidder and billed to AICTE on a "Per Usage Model" Only. Bidder is requested to mention any other component, License Service cost.	1
23.	Bidder should be able to provide High IOPS Storage (greater than 50,000 IOPS per VM).	1
24.	Integrated media streaming services for on-the-fly conversion of the video content to multiple video formats required for various devices: MP4 (HTML5 Web Browser), HLS (iOS and Android), HDS (Flash/ Adobe AIR), Smooth Streaming (iOS and Windows), MPEG-DASH (Windows). This will insure consumption of video across PC (Windows/Mac), Android, iOS and Windows devices.	1
25.	The replication should be application-consistent for single or N-Tier applications.	1
26.	The proposed DR software should take care of the pre-storing and automation of all network configurations specific to the protected servers during the failover/failback scenarios. These network configurations should include: a) Reserving new IP addresses for the failover servers (physical or VM's). Bidder must explicitly mention whether the proposed solution will ensure inheritance of the same IP addresses as that of the primary servers. Bidder should also mention the permitted IP ranges that can be used for the DR servers. b) Configuration of load balancers, Firewalls etc at the DC & DR Site	1
27.	Failover scenario: The proposed solution should allow pre-built of recovery plans for various servers which includes target server configuration, IP configurations, network configuration etc. Test DR failover scenario should not affect the primary server at all.	1
28.	Failback Scenario: The proposed solution should ensure failback to original DC and should take care of replication of only delta	1

<b>Technical Requirement Specifications</b>		
<b>S. No</b>	<b>Compliance</b>	<b>Marks</b>
	(changed data after failover) from DR to DC. This need to be confirmed by the Bidder.	
29.	The proposed application cloud environment should provide flexibility to scale the environment vertically and horizontally: a. Vertically: Upscale/downscale the solution to higher configuration Virtual Machines (i.e. VMs with different combinations of CPU and Memory) b. Horizontally: Add more Virtual Machines of the same configuration to a load balanced pool.	1
30.	Bidder be compliant to the following security standards - ISO 27001, SOC1 and SOC2	1
31.	Offer LDAP authentication services on cloud which can scale up to millions of users.	1
32.	Should use virtualization platform in public cloud which can be deployed on-premises and the VMs can be moved from Public cloud to on-premises/private cloud seamlessly without reformatting.	1
33.	The cloud data center must have assured protection with security built at multiple levels and 24x7 monitoring by provisioning physical security, biometric identification and close circuit monitoring	1
34.	The Bidder should provide media streaming services as a native cloud capability; It should support both Live and on-demand streaming.	1
35.	Secure Web administration interface, which must be provided to remotely administer the virtual instances: RDP for Windows instances and SSH for Linux instances.	1
36.	Allow to copy or clone virtual machines images for archiving, troubleshooting, and testing.	1
37.	These storages can be dynamically scalable on-demand and Virtual Machine instances should be able to mount it as OS drives.	1
38.	The Bidder should deploy VM such that every virtual core should be mapped to physical core. No hyper threading or turbo boost allowed.	1
39.	The infrastructure elements including server, storage (including backup storage) and network of the Cloud should provide strong tenant isolation, provide granular identity and access management capability and encryption and be logically separate from other tenants.	1
40.	Bidder should enable encryption of data both in rest and transit	1
41.	The cloud service offering shall support Network and security with virtual firewall and virtual load balancer integration for auto-scale functions	1

<b>Technical Requirement Specifications</b>		
<b>S. No</b>	<b>Compliance</b>	<b>Marks</b>
42.	Bidder should have Separate VLAN provision with dedicated virtual firewall between the VLANs and for each and every client.	1
43.	The Bidder should provide a multi-tenant, Identity management (User Authentication & Authorization) and Directory service as a cloud service (as a native platform feature) backed by SLA. The Identity service should allow single sign-on (SSO).	1

**9.7. List of software licenses procured by AICTE**

<b>#</b>	<b>Item Code</b>	<b>Description</b>	<b>Quantity Supplied</b>
1	269-05584	Microsoft ® Office Professional Plus Sngl License/Software Assurance Pack Academic OLP 1 License No Level	20
2	76N-02647	Microsoft ® Share Point Enterprise CAL Sngl License/Software Assurance Pack Academic OLP 1 License No Level DvcCAL	2000
3	H04-00220	Microsoft ® Share Point Server Sngl License/Software Assurance Pack Academic OLP 1 License No Level	15
4	H05-00164	Microsoft ® Share Point Standard CAL Sngl License/Software Assurance Pack Academic OLP 1 License No Level DvcCAL	2000
5	7jQ-00325	Microsoft ® SQL Svr Enterprise Core Sngl License/Software Assurance Pack Academic OLP 2 Licenses No Level Core Lic Qualified	304
6	T9L-00204	Microsoft ® Sys Ctr Standard Sngl License/Software Assurance Pack Academic OLP 1 License No Level 2 Proc Qualified	137
7	MX3-00092	Microsoft ® Visual Studio Enterprisew/MSDN AllLng License/Software Assurance Pack Academic OLP 1 License No Level Qualified	20
8	77D-00085	Microsoft ® Visual Studio Prow/MSDN AllLng License/Software Assurance Pack Academic OLP 1 License No Level Qualified	60
9	R18-00200	Microsoft ® Windows ® Server CAL Sngl License/Software Assurance Pack Academic OLP 1 License No Level DvcCaL	2000
10	R39-00170	Microsoft ® Windows ® Server External Connector Sngl License/Software Assurance Pack Academic OLP 1 License No Level Qualified	101
11	P73-05814	Microsoft ® Windows ® Server Standard Sngl License/Software Assurance Pack Academic OLP 1 License No Level 2 Proc	142

## 9.8. Indicative Sizing for VM's, Storage and Services

### 9.8.1. Indicative sizing for 2.8 Lac users with 2% concurrency

This is an Indicative Sizing for VM's, Storage and Services for 2.8 Lac users with 2% concurrency for reference.

#### 9.8.1.1. For Development, Testing and UAT environment

#	Environment	Physical tier	Category	Purpose	Co res	Memory (in GB)	Storage (in GB)	Qty
1	Development	Web	Virtual Machine	Portal for accessing SWAYAM. Different Profiles for different users	8	14	605	4
2	Development	Database	Virtual Machine	SQL DB for storing user information and user profiles	8	14	605	1
3	Development	Active Directory for Internal Users	Virtual Machine	Active Directory for internal users	4	7	285	1
4	Development	Sharepoint	Virtual Machine	Reporting	8	14	605	1
5	Development	Sharepoint DB	Virtual Machine	Reporting	8	14	605	1
6	Development	Web page Blob storage	Storage	Pooled storage for storing sessions (caching)	-	-	256	4
7	Development	DB storage	Storage	Profiles and Sessions	-	-	512	1
8	Development	Media services storage	Storage	Storage for Video Content	-	-	256	1
9	Development	Block Blob storage	Storage	Storage for storing content - Local Redundant Storage with	-	-	1024	3

#	Environment	Physical tier	Category	Purpose	Co res	Memory (in GB)	Storage (in GB)	Qty
				minimum 3 copies in the same storage				
10	Development	Caching as a Service	Service	Caching all user profiles	-	-	-	1
11	Development	Active Directory for External Users	Service	Active Directory for external users	-	-	-	1
12	Development	Media services	Service	Video Content	-	-	-	1
13	Development	Search as a service	Service	Search for content and university	-	-	-	1
14	Functional Test	Web	Virtual Machine	Portal for accessing SWAYAM. Different Profiles for different users	4	7	285	6
15	Functional Test	DB	Virtual Machine	SQL DB for storing user information and user profiles	8	14	605	1
16	Functional Test	Reverse Proxy	Virtual Machine	Reverse Proxy	4	7	285	1
17	Functional Test	Active Directory for Internal Users	Virtual Machine	Active Directory for internal users	4	7	285	1
18	Functional Test	Sharepoint	Virtual Machine	Reporting	8	14	605	1
19	Functional Test	Sharepoint DB	Virtual Machine	Reporting	8	14	605	1
20	Functional Test	Web storage	Storage	Pooled storage for storing sessions (caching)	16	32	256	6
21	Functional Test	DB storage	Storage	Profiles and Sessions	-	-		1
22	Functional Test	Media services storage	Storage	Storage for Video Content	-	-	512	1

#	Environment	Physical tier	Category	Purpose	Co res	Memory (in GB)	Storage (in GB)	Qty
23	Functional Test	Block Blob storage	Storage	Storage for storing content - Local Redundant Storage with minimum 3 copies in the same storage	-	-	1024	3
24	Functional Test	Caching as a Service	Service	Caching all user profiles	-	-	-	1
25	Functional Test	Active Directory for External Users	Service	Active Directory for external users	-	-	-	1
26	Functional Test	Media services	Service	Video Content	-	-	-	1
27	Functional Test	Search as a service	Service	Search for content and university	-	-	-	1
28	UAT	Web	Virtual Machine	Portal for accessing SWAYAM. Different Profiles for different users	4	7	285	6
29	UAT	DB	Virtual Machine	SQL DB for storing user information and user profiles	8	14	605	1
30	UAT	Reverse Proxy	Virtual Machine	Reverse Proxy	4	7	285	1
31	UAT	Active Directory for Internal Users	Virtual Machine	Active Directory for internal users	4	7	285	1
32	UAT	Sharepoint	Virtual Machine	Reporting	8	14	605	1
33	UAT	Sharepoint DB	Virtual Machine	Reporting	8	14	605	1
34	UAT	Web storage	Storage	Pooled storage for storing sessions (caching)	16	32	256	6



#	Environment	Physical tier	Category	Purpose	Co res	Memory (in GB)	Storage (in GB)	Qty
35	UAT	Media services storage	Storage	Storage for Video Content	-	-	512	1
36	UAT	DB storage	Storage	Profiles and Sessions	-	-	512	1
37	UAT	Block Blob storage	Storage	Storage for storing content - Local Redundant Storage with minimum 3 copies in the same storage	-	-	1024	3
38	UAT	Caching as a Service	Service	Caching all user profiles	-	-	-	1
39	UAT	Active Directory for External Users	Service	Active Directory for external users	-	-	-	1
40	UAT	Media services	Service	Video Content	-	-	-	1
41	UAT	Search as a service	Service	Search for content and university	-	-	-	1

#### 9.8.1.2. For Production environment

#	Physical tier	Category	Purpose	Cores	Memory (in GB)	Storage (in GB)	Qty-DC	Qty-DR
1	Web	Virtual Machine	Portal for accessing SWAYAM. Different Profiles for different users	8	14	605	17	9
2	Database	Virtual Machine	SQL DB for storing user information and user profiles	16	112	800	2	2
3	Media Services	Virtual Machine	Media Services for Live Classes - one to many webcast. Minimum IOPS required is 5000.	20	140	280	2	2

#	Physical tier	Category	Purpose	Cores	Memory (in GB)	Storage (in GB)	Qty-DC	Qty-DR
4	Web Application Firewall	Virtual Machine	Web Application Firewall - Soft Appliance.	4	14	200	2	2
5	Reverse Proxy	Virtual Machine	Reverse Proxy	4	7	285	4	4
6	Active Directory for Internal Users	Virtual Machine	Active Directory for internal users	4	7	285	2	2
7	Patch Management Server	Virtual Machine	Patch Management on all VMs	8	14	605	6	6
8	Database Server for Patch Management	Virtual Machine	Database Server for Patch Management	8	14	605	6	6
9	Sharepoint	Virtual Machine	Reporting	8	14	605	2	2
10	Sharepoint DB	Virtual Machine	Reporting Database	8	14	605	2	2
11	Web page Blob storage	Storage	Pooled storage for storing sessions (caching)	-	-	256	16	16
12	DB storage	Storage	Profiles and Sessions	-	-	1024	8	8
13	Media services storage	Storage	Storage for Video Content	-	-	-	1024	1024
14	Block Blob storage	Storage	Storage for storing content - Local Redundant Storage with minimum 3	-	-	1024	3	3

#	Physical tier	Category	Purpose	Cores	Memory (in GB)	Storage (in GB)	Qty-DC	Qty-DR
			copies in the same storage					
15	Table blob storage	Storage	Storage for storing Database Tables - Local Redundant Storage with minimum 3 copies in the same storage	-	-	1024	400	400
16	Caching as a Service	Service	Caching all user profiles	-	-	-	1	1
17	Active Directory for External Users	Service	Active Directory for external users	-	-	-	1	1
18	Media services	Service	Video Content	-	-	-	1	1
19	Search as a service	Service	Search for content and university	-	-	-	1	1

**9.8.2. Indicative Sizing for VM's, Storage and Services for 25 Lac users with 2% concurrency**

This is an indicative sizing based on 25 Lac users with 2% concurrency. The Bidder would be required to provide and comply with the following IT infrastructure and configuration. It is mentioned that the Commercial Bid evaluation would be done based on 25 Lac users with 2% concurrency as provided in the Commercial sheet.

The Bidder has to provide per item per month rates for VM's, Storage and Services for Development, Testing, UAT and Production environment. The cost based on the usage per item per month shall remain uniform for the entire duration of the contract and shall also remain uniform when scaling up and scaling down of the requirements. The cost provided by the Bidder on per item per month basis will also be applicable for provisioning of the minimum requirement which would be communicated to the Bidder after on-boarding and the Bidder would be required to do the provisioning accordingly.

**9.8.2.1. For Development, Testing and UAT environment**

#	Environment	Physical tier	Category	Purpose	Co res	Memory (in GB)	Storage (in GB)	Qty
1	Development	Web	Virtual Machine	Portal for accessing SWAYAM. Different Profiles for different users	8	14	605	4
2	Development	Database	Virtual Machine	SQL DB for storing user information and user profiles	8	14	605	1
3	Development	Active Directory for Internal Users	Virtual Machine	Active Directory for internal users	4	7	285	1
4	Development	Sharepoint	Virtual Machine	Reporting	8	14	605	1
5	Development	Sharepoint DB	Virtual Machine	Reporting	8	14	605	1

#	Environment	Physical tier	Category	Purpose	Co res	Memory (in GB)	Storage (in GB)	Qty
6	Development	Web page Blob storage	Storage	Pooled storage for storing sessions (caching)	-	-	256	4
7	Development	DB storage	Storage	Profiles and Sessions	-	-	512	1
8	Development	Media services storage	Storage	Storage for Video Content	-	-	256	1
9	Development	Block Blob storage	Storage	Storage for storing content - Local Redundant Storage with minimum 3 copies in the same storage	-	-	1024	3
10	Development	Caching as a Service	Service	Caching all user profiles	-	-	-	1
11	Development	Active Directory for External Users	Service	Active Directory for external users	-	-	-	1
12	Development	Media services	Service	Video Content	-	-	-	1
13	Development	Search as a service	Service	Search for content and university	-	-	-	1
14	Functional Test	Web	Virtual Machine	Portal for accessing SWAYAM. Different Profiles for different users	4	7	285	6
15	Functional Test	DB	Virtual Machine	SQL DB for storing user information and user profiles	8	14	605	1
16	Functional Test	Reverse Proxy	Virtual Machine	Reverse Proxy	4	7	285	1
17	Functional Test	Active Directory	Virtual Machine	Active Directory for internal users	4	7	285	1

#	Environment	Physical tier	Category	Purpose	Co res	Memory (in GB)	Storage (in GB)	Qty
		for Internal Users						
18	Functional Test	Sharepoint	Virtual Machine	Reporting	8	14	605	1
19	Functional Test	Sharepoint DB	Virtual Machine	Reporting	8	14	605	1
20	Functional Test	Web storage	Storage	Pooled storage for storing sessions (caching)	16	32	256	6
21	Functional Test	DB storage	Storage	Profiles and Sessions	-	-		1
22	Functional Test	Media services storage	Storage	Storage for Video Content	-	-	512	1
23	Functional Test	Block Blob storage	Storage	Storage for storing content - Local Redundant Storage with minimum 3 copies in the same storage	-	-	1024	3
24	Functional Test	Caching as a Service	Service	Caching all user profiles	-	-	-	1
25	Functional Test	Active Directory for External Users	Service	Active Directory for external users	-	-	-	1
26	Functional Test	Media services	Service	Video Content	-	-	-	1
27	Functional Test	Search as a service	Service	Search for content and university	-	-	-	1
28	UAT	Web	Virtual Machine	Portal for accessing SWAYAM. Different Profiles for different users	4	7	285	6
29	UAT	DB	Virtual Machine	SQL DB for storing user information	8	14	605	1

#	Environment	Physical tier	Category	Purpose	Co res	Memory (in GB)	Storage (in GB)	Qty
				and user profiles				
30	UAT	Reverse Proxy	Virtual Machine	Reverse Proxy	4	7	285	1
31	UAT	Active Directory for Internal Users	Virtual Machine	Active Directory for internal users	4	7	285	1
32	UAT	Sharepoint	Virtual Machine	Reporting	8	14	605	1
33	UAT	Sharepoint DB	Virtual Machine	Reporting	8	14	605	1
34	UAT	Web storage	Storage	Pooled storage for storing sessions (caching)	16	32	256	6
35	UAT	Media services storage	Storage	Storage for Video Content	-	-	512	1
36	UAT	DB storage	Storage	Profiles and Sessions	-	-	512	1
37	UAT	Block Blob storage	Storage	Storage for storing content - Local Redundant Storage with minimum 3 copies in the same storage	-	-	1024	3
38	UAT	Caching as a Service	Service	Caching all user profiles	-	-	-	1
39	UAT	Active Directory for External Users	Service	Active Directory for external users	-	-	-	1
40	UAT	Media services	Service	Video Content	-	-	-	1
41	UAT	Search as a service	Service	Search for content and university	-	-	-	1

9.8.2.2. For Production environment

#	Physical tier	Category	Purpose	Cores	Memory (in GB)	Storage (in GB)	Qty-DC	Qty-DR
1.	Web	Virtual Machine	Portal for accessing SWAYAM. Different Profiles for different users	8	14	605	150	76
2.	Database	Virtual Machine	SQL DB for storing user information and user profiles	16	112	800	20	20
3.	Media Services	Virtual Machine	Media Services for Live Classes - one to many webcast. Minimum IOPS required is 5000.	20	140	280	12	12
4.	Web Application Firewall	Virtual Machine	Web Application Firewall - Soft Appliance.	4	14	200	8	8
5.	Reverse Proxy	Virtual Machine	Reverse Proxy	4	7	285	16	16
6.	Active Directory for Internal Users	Virtual Machine	Active Directory for internal users	4	7	285	2	2
7.	Patch Management Server	Virtual Machine	Patch Management on all VMs	8	14	605	6	6
8.	Database Server for Patch Management	Virtual Machine	Database Server for Patch Management	8	14	605	6	6
9.	Sharepoint	Virtual Machine	Reporting	8	14	605	2	2



#	Physical tier	Category	Purpose	Cores	Memory (in GB)	Storage (in GB)	Qty-DC	Qty-DR
10.	Sharepoint DB	Virtual Machine	Reporting Database	8	14	605	2	2
11.	Web page Blob storage	Storage	Pooled storage for storing sessions (caching)	-	-	256	16	16
12.	DB storage	Storage	Profiles and Sessions	-	-	1024	8	8
13.	Media services storage	Storage	Storage for Video Content	-	-	1024	1	1
14.	Block Blob storage	Storage	Storage for storing content - Local Redundant Storage with minimum 3 copies in the same storage	-	-	1024	3	3
15.	Table blob storage	Storage	Storage for storing Database Tables - Local Redundant Storage with minimum 3 copies in the same storage	-	-	1024	400	400
16.	Caching as a Service	Service	Caching all user profiles	-	-	-	1	1
17.	Active Directory for External Users	Service	Active Directory for external users	-	-	-	1	1
18.	Media services	Service	Video Content	-	-	-	2	2
19.	Search as a service	Service	Search for content and university	-	-	-	1	1

The Bidder would be required to provide compliance against each IT infrastructure and configuration as mentioned in Section 9.8.

## **10. Annexure III – Instructions for Commercial Bid Format**

### **10.1. Commercial Bid Declaration**

Date: dd/mm/yyyy

To  
Member Secretary  
All India Council for Technical Education  
Nelson Mandela Marg, Vasant Kunj,  
New Delhi - 110067

**Sub : Selection of Managed Service Provider/Cloud Service provider for providing Cloud Services for hosting MOOC application of AICTE**

**Ref : Tender No: <No> Dated <DD/MM/YYYY>**

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the bidding documents in respect of “**Selection of Managed Service Provider/Cloud Service provider for providing Cloud Services for hosting MOOC application of AICTE**” do hereby propose to provide services as specified in the Bid Document referred above.

#### **1. PRICE AND VALIDITY**

- All the prices mentioned in our proposal are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this proposal are valid for entire contract duration.
- We hereby confirm that our proposal prices exclude all taxes. Taxes may be paid as applicable.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

## 2. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Bid Documents and there are no deviations except for those mentioned in Pre-Qualification Envelope, irrespective of whatever has been stated to the contrary anywhere else in our bid.

## 3. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our proposal, we agree to furnish the same in time to your satisfaction.

## 4. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the Bid Document. The bid price at which the contract is awarded shall hold good for entire tenure of the contract. These prices are indicated in the subsequent sub-sections of this Section.

## 5. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee in the form prescribed in the Bid Document.

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

We understand that our proposal is binding on us and that you are not bound to accept any proposal you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorised Signatory)

Name:

Designation:

Address:

Seal:

Date:

Place:

## Commercial Proposal (Packet C)

<b>Sr. No</b>	<b>Documents required</b>	<b>Page No. in the offer</b>
1	Commercial Bid Declaration	
2	Best price offer letter	
3	Commercial Bid	

**10.2. “Best Price” Offer Letter Format**

-----  
-----

On Rs. 200/- Stamp Paper duly notarized by notary with red seal and registration number

-----  
-----

Date: dd/mm/yyyy

To  
Member Secretary  
All India Council for Technical Education  
Nelson Mandela Marg, Vasant Kunj,  
New Delhi - 110067

**Sub :** Best Price Offer for the Project ***“Selection of MSP/CSP for providing Cloud Services for hosting MOOC application of AICTE”***

**Ref :** Tender No: <No>      Dated <DD/MM/YYYY>

Dear

Sir,

“I/ We ..... (full name in capital letters, starting with surname), the proprietor/ Managing Partner/ Managing Director/ Holders of the Business/ Manufacturer/ Authorised Dealer, for the establishment/ firm/ registered company, name herein below, do hereby, state and declare that I/We .....whose names are given herein below in details with the addresses have not filled in this tender under any other name or under the name of any other establishment /firm or otherwise, nor are we in any way related or concerned with any establishment/ firm or any other person, who have filled in the tender for the aforesaid work.”

“I/ We do hereby further undertake that, we have offered the best prices for the subject supply/ work as per the present market rates. Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender.

I/ We further agree and undertake that in the event, if it is revealed subsequently after the allotment of work/ contract to me/ us, that any information given by me/ us in this tender is false or incorrect, I/ We shall compensate AICTE for any such losses or inconvenience caused to the corporation in any manner and will not raise any claim for such compensation on any ground whatsoever, I/ We agree and undertake that I/ We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/ us or any work assigned to me/ us or is withdrawn by the Corporation.

(Signature of the Authorised Signatory with Full Name & Rubber Stamp)



### 10.3. Commercial Bid Format & Instructions

The Bidder has to quote the rate for the Bill of Quantity available in Annexure III Section 10.4.

The bidder must share **per unit pricing** for each of the components listed in Annexure III Section 10.4. The rates quoted are to be specified in “Per-Item-Per Month” basis. Any tools/software used during the project and support must be clearly discussed and approved with AICTE and the cost of the same must be solely incurred by the bidder.

It is mentioned that the Commercial Bid evaluation would be done based on 25 Lac users with 2% concurrency as provided in the Commercial sheet. The Bidder has to provide per item per month rates for VM's, Storage and Services for Development, Testing, UAT, Migration activity and Production environment. The cost based on the usage per item per month shall remain uniform for the entire duration of the contract and shall also remain uniform when scaling up and scaling down of the requirements.

#### **Other Requirements**

- All the prices are to be entered in Indian Rupees ONLY
- The quantities mentioned in Annexure II Section 9.8 are indicative in number. AICTE may procure these components on per item per month price basis
- The above charges must include Cloud DR provisioning (i.e. provisioning of equivalent resource on DR site of Cloud)
- The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
- Prices indicated in the schedules shall be exclusive of all taxes, Levies, duties etc. During the payment stage, AICTE reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.

## 10.4. Commercial sheet format for reference

### 10.4.1. For Development, Testing and UAT environment

#	Environment	Physical tier	Category	Purpose	Cores	Memory (in GB)	Storage (in GB)	Qty	Cost per item per month	Cost per month (QTY* Cost per item per month)	Cost for three years (Cost per month* 12*3)
1	Development	Web	Virtual Machine	Portal for accessing SWAYAM. Different Profiles for different users	8	14	605	4			
2	Development	Database	Virtual Machine	SQL DB for storing user information and user profiles	8	14	605	1			
3	Development	Active Directory for Internal Users	Virtual Machine	Active Directory for internal users	4	7	285	1			
4	Development	Sharepoint	Virtual Machine	Reporting	8	14	605	1			
5	Development	Sharepoint DB	Virtual Machine	Reporting	8	14	605	1			
6	Development	Web page Blob storage	Storage	Pooled storage for storing sessions (caching)	-	-	256	4			
7	Development	DB storage	Storage	Profiles and Sessions	-	-	512	1			

#	Environment	Physical tier	Category	Purpose	Cores	Memory (in GB)	Storage (in GB)	Qty	Cost per item per month	Cost per month (QTY* Cost per item per month)	Cost for three years (Cost per month* 12*3)
8	Development	Media services storage	Storage	Storage for Video Content	-	-	256	1			
9	Development	Block Blob storage	Storage	Storage for storing content - Local Redundant Storage with minimum 3 copies in the same storage	-	-	1024	3			
10	Development	Caching as a Service	Service	Caching all user profiles	-	-	-	1			
11	Development	Active Directory for External Users	Service	Active Directory for external users	-	-	-	1			
12	Development	Media services	Service	Video Content	-	-	-	1			
13	Development	Search as a service	Service	Search for content and university	-	-	-	1			
14	Functional Test	Web	Virtual Machine	Portal for accessing SWAYAM. Different Profiles for different users	4	7	285	6			

#	Environment	Physical tier	Category	Purpose	Cores	Memory (in GB)	Storage (in GB)	Qty	Cost per item per month	Cost per month (QTY* Cost per item per month)	Cost for three years (Cost per month* 12*3)
15	Functional Test	DB	Virtual Machine	SQL DB for storing user information and user profiles	8	14	605	1			
16	Functional Test	Reverse Proxy	Virtual Machine	Reverse Proxy	4	7	285	1			
17	Functional Test	Active Directory for Internal Users	Virtual Machine	Active Directory for internal users	4	7	285	1			
18	Functional Test	Sharepoint	Virtual Machine	Reporting	8	14	605	1			
19	Functional Test	Sharepoint DB	Virtual Machine	Reporting	8	14	605	1			
20	Functional Test	Web storage	Storage	Pooled storage for storing sessions (caching)	16	32	256	6			
21	Functional Test	DB storage	Storage	Profiles and Sessions	-	-		1			
22	Functional Test	Media services storage	Storage	Storage for Video Content	-	-	512	1			
23	Functional Test	Block Blob storage	Storage	Storage for storing content - Local Redundant Storage with minimum 3	-	-	1024	3			

#	Environment	Physical tier	Category	Purpose	Cores	Memory (in GB)	Storage (in GB)	Qty	Cost per item per month	Cost per month (QTY* Cost per item per month)	Cost for three years (Cost per month* 12*3)
				copies in the same storage							
24	Functional Test	Caching as a Service	Service	Caching all user profiles	-	-	-	1			
25	Functional Test	Active Directory for External Users	Service	Active Directory for external users	-	-	-	1			
26	Functional Test	Media services	Service	Video Content	-	-	-	1			
27	Functional Test	Search as a service	Service	Search for content and university	-	-	-	1			
28	UAT	Web	Virtual Machine	Portal for accessing SWAYAM. Different Profiles for different users	4	7	285	6			
29	UAT	DB	Virtual Machine	SQL DB for storing user information and user profiles	8	14	605	1			
30	UAT	Reverse Proxy	Virtual Machine	Reverse Proxy	4	7	285	1			

#	Environment	Physical tier	Category	Purpose	Cores	Memory (in GB)	Storage (in GB)	Qty	Cost per item per month	Cost per month (QTY* Cost per item per month)	Cost for three years (Cost per month* 12*3)
31	UAT	Active Directory for Internal Users	Virtual Machine	Active Directory for internal users	4	7	285	1			
32	UAT	Sharepoint	Virtual Machine	Reporting	8	14	605	1			
33	UAT	Sharepoint DB	Virtual Machine	Reporting	8	14	605	1			
34	UAT	Web storage	Storage	Pooled storage for storing sessions (caching)	16	32	256	6			
35	UAT	Media services storage	Storage	Storage for Video Content	-	-	512	1			
36	UAT	DB storage	Storage	Profiles and Sessions	-	-	512	1			
37	UAT	Block Blob storage	Storage	Storage for storing content - Local Redundant Storage with minimum 3 copies in the same storage	-	-	1024	3			
38	UAT	Caching as a Service	Service	Caching all user profiles	-	-	-	1			
39	UAT	Active Directory for	Service	Active Directory for external users	-	-	-	1			

#	Environment	Physical tier	Category	Purpose	Cores	Memory (in GB)	Storage (in GB)	Qty	Cost per item per month	Cost per month (QTY* Cost per item per month)	Cost for three years (Cost per month* 12*3)
		External Users									
40	UAT	Media services	Service	Video Content	-	-	-	1			
41	UAT	Search as a service	Service	Search for content and university	-	-	-	1			
42	Migration of application to new cloud infrastructure (one time cost)										
<b>Total</b>											

10.4.2. For Production

#	Physical tier	Category	Purpose	Cores	Memory (in GB)	Storage (in GB)	Qty-DC (A)	Qty-DR (B)	Cost per item per month (in DC) (C)	Cost per item per month (in DR) (D)	Cost per month (in DC) (QTY*Cost per item per month) (E) = (A)*(C)	Cost per month (in DR) (QTY*Cost per item per month) (F) = (B)*(D)	Cost per month (DC & DR) (G)=(E)+(F)	Total cost for 3 years (Cost per month (DC&DR)*12*3) (H)=(G)*12*3
1.	Web	Virtual Machine	Portal for accessing SWAYAM. Different Profiles for different users	8	14	605	150	76						
2.	Database	Virtual Machine	SQL DB for storing user information and user profiles	16	112	800	20	20						
3.	Media Services	Virtual Machine	Media Services for Live Classes - one to many webcast.	20	140	280	12	12						



#	Physical tier	Category	Purpose	Cores	Memory (in GB)	Storage (in GB)	Qty-DC (A)	Qty-DR (B)	Cost per item per month (in DC) (C)	Cost per item per month (in DR) (D)	Cost per month (in DC) (QTY*Cost per item per month) (E) = (A)*(C)	Cost per month (in DR) (QTY*Cost per item per month) (F) = (B)*(D)	Cost per month (DC & DR) (G)=(E)+(F)	Total cost for 3 years (Cost per month (DC&DR)*12*3) (H)=(G)*12*3
			Minimum IOPS required is 5000.											
4.	Web Application Firewall	Virtual Machine	Web Application Firewall - Soft Appliance.	4	14	200	8	8						
5.	Reverse Proxy	Virtual Machine	Reverse Proxy	4	7	285	16	16						
6.	Active Directory for Internal Users	Virtual Machine	Active Directory for internal users	4	7	285	2	2						
7.	Patch Management Server	Virtual Machine	Patch Management on all VMs	8	14	605	6	6						
8.	Database Server for	Virtual Machine	Database Server for Patch	8	14	605	6	6						

#	Physical tier	Category	Purpose	Cores	Memory (in GB)	Storage (in GB)	Qty-DC (A)	Qty-DR (B)	Cost per item per month (in DC) (C)	Cost per item per month (in DR) (D)	Cost per month (in DC) (QTY*Cost per item per month) (E) = (A)*(C)	Cost per month (in DR) (QTY*Cost per item per month) (F) = (B)*(D)	Cost per month (DC & DR) (G)=(E)+(F)	Total cost for 3 years (Cost per month (DC&DR))*12*3 (H)=(G)*12*3
	Patch Management		Management											
9.	Sharepoint	Virtual Machine	Reporting	8	14	605	2	2						
10.	Sharepoint DB	Virtual Machine	Reporting Database	8	14	605	2	2						
11.	Web page Blob storage	Storage	Pooled storage for storing sessions (caching)	-	-	256	16	16						
12.	DB storage	Storage	Profiles and Sessions	-	-	1024	8	8						
13.	Media services storage	Storage	Storage for Video Content	-	-	1024	1	1						
14.	Block Blob storage	Storage	Storage for storing content - Local Redundant Storage	-	-	1024	3	3						

#	Physical tier	Category	Purpose	Cores	Memory (in GB)	Storage (in GB)	Qty-DC (A)	Qty-DR (B)	Cost per item per month (in DC) (C)	Cost per item per month (in DR) (D)	Cost per month (in DC) (QTY*Cost per item per month) (E) = (A)*(C)	Cost per month (in DR) (QTY*Cost per item per month) (F) = (B)*(D)	Cost per month (DC & DR) (G)=(E)+(F)	Total cost for 3 years (Cost per month (DC&DR)*12*3) (H)=(G)*12*3
			with minimum 3 copies in the same storage											
15.	Table blob storage	Storage	Storage for storing Database Tables - Local Redundant Storage with minimum 3 copies in the same storage	-	-	1024	400	400						
16.	Caching as a Service	Service	Caching all user profiles	-	-	-	1	1						
17.	Active Directory for External Users	Service	Active Directory for external users	-	-	-	1	1						

#	Physical tier	Category	Purpose	Cores	Memory (in GB)	Storage (in GB)	Qty-DC (A)	Qty-DR (B)	Cost per item per month (in DC) (C)	Cost per item per month (in DR) (D)	Cost per month (in DC) (QTY*Cost per item per month) (E) = (A)*(C)	Cost per month (in DR) (QTY*Cost per item per month) (F) = (B)*(D)	Cost per month (DC & DR) (G)=(E)+(F)	Total cost for 3 years (Cost per month (DC&DR)*12*3) (H)=(G)*12*3
18.	Media services	Service	Video Content	-	-	-	1	1						
19.	Search as a service	Service	Search for content and university	-	-	-	1	1						
<b>Total</b>														

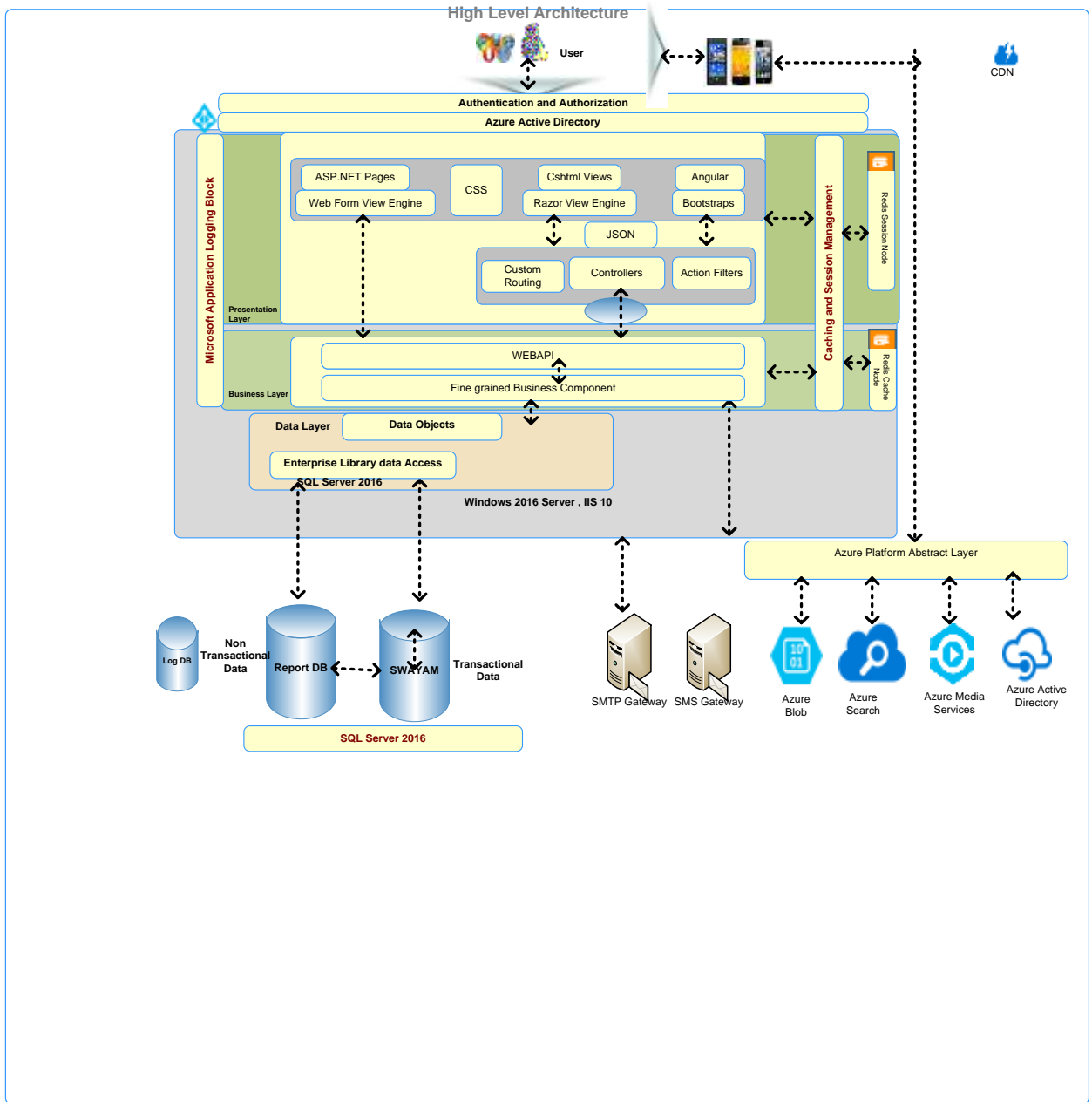
**\*All prices quoted by the Bidder should be exclusive of taxes**

## **11. *About the SWAYAM/MOOC application***

The solution follows a loosely coupled multi-tier service based Architecture for the SWAYAM/MOOC application giving due consideration to the key drivers such as:

- Solution will follow Model View Controller (MVC) pattern- Data Objects will be used to pass data from controller to view. The ASP.NET MVC framework is a lightweight, highly testable presentation framework that is integrated with existing ASP.NET features, such as master pages
- Solution will use Asp.Net Web API for developing the restful web services. Web API automatically switches output formats based on the HTTP Accept header of the request. The default content type if no matching Accept header is specified is JSON
- Solution will use services to act as facades to execute business logic
- The application is designed in such a way that it is easily extensible to support other devices.
- The design follows MVC pattern. This pattern allows us to use the same controllers for both desktop and mobile browsers, while rendering different views depending on the device type.

The logical architecture of the application is provided below:



<b>Main function</b>	<b>Sub Functions</b>	<b>Technology solution</b>
<b>Security</b>	<ul style="list-style-type: none"> <li>• Authentication</li> <li>• Authorization based on role based access</li> </ul>	<ul style="list-style-type: none"> <li>• Active Directories (AD) will be used for authentication</li> <li>• During student registration, using GRAPH API, and given user id and password, AD account will be created</li> <li>• Database roles will be associated for NC, PI, Students and Registrars – RoleMenuService</li> <li>• SWAYAM portal will be registered in AAD, hence WebAPI calls will be validated by oAuth2.0 token</li> </ul>
<b>Internet based Accessibility</b>	<ul style="list-style-type: none"> <li>• Access SWAYAM functions over the internet</li> </ul>	<ul style="list-style-type: none"> <li>• ASP.NET MVC 5.0</li> <li>• SWAYAM API will be available as restful services over Web API</li> </ul>
<b>Large user base and concurrent users</b>	<ul style="list-style-type: none"> <li>• Light weight web pages with optimized HTML</li> </ul>	<ul style="list-style-type: none"> <li>• Asp.NET MVC 5.0 with HTML 5 and Angular bootstrap</li> </ul>
<b>Scalability</b>	<ul style="list-style-type: none"> <li>• Loose coupling between user interface and business logic</li> <li>• Possible multi-device access</li> </ul>	<ul style="list-style-type: none"> <li>• ASP.NET MVC 5.0 with WEBAPI to provide restful Services</li> <li>• Session Management and Cache will be handled by Redis Cache</li> </ul>
<b>Maintainability and extensibility</b>	<ul style="list-style-type: none"> <li>• Ability to change and upgrade functionality</li> <li>• Loose coupling</li> </ul>	<ul style="list-style-type: none"> <li>• MVC pattern implementation with dependency injection</li> <li>• Abstract layer for service discovery between UI and WebAPI layer</li> </ul>

<b>Main function</b>	<b>Sub Functions</b>	<b>Technology solution</b>
		<ul style="list-style-type: none"> <li>Repository layer between WebAPI and Data Access layer to provide separation of concern</li> </ul>
<b>Improved testability</b>	<ul style="list-style-type: none"> <li>Separation of concerns at UI and Business logic layers</li> </ul>	<ul style="list-style-type: none"> <li>ASP.NET MVC framework implementation</li> <li>Loose coupling with Azure Platform Services and Application code through abstraction</li> </ul>
<b>Non-functional requirements</b>	<ul style="list-style-type: none"> <li>Data Caching and Session management</li> <li>Static Content Caching</li> </ul>	<ul style="list-style-type: none"> <li>Caching services will be leverage for data caching</li> <li>CDN endpoint will be configured for caching static pages , web assets and JavaScript library</li> </ul>
<b>Improved data Access mechanism</b>	<ul style="list-style-type: none"> <li>Use of the repository and Unit of work pattern</li> </ul>	<ul style="list-style-type: none"> <li>Data transfer object and ADO.NET with enterprise library for data access</li> </ul>
<b>Improved data search</b>	<ul style="list-style-type: none"> <li>Usage of Search Service</li> </ul>	<ul style="list-style-type: none"> <li>Search Service should be able to index the blob storage</li> <li>Create Indexes with keywords, fields and metadata</li> </ul>