Date: 26-MAY-2025

<u>Corrigendum-5</u>

To,

All Eligible Bidders,

Sub: Procurement of Cloud Service from Meity Empanelled Vendor

EOI Ref No.: RailTel/EOI/COMKTG/BD/NDSA/2024-25 dated 18th April 2025

1. The following terms and conditions of the EoI are modified:
   a. Technical requirements of this EoI should comply with the details modified as per the Corrigendum released by customer, attached in Annexure A. Final modified Customer RFP is also attached. In case of any queries related to the above-mentioned EoI vis-à-vis customer RFP, kindly contact the SPoCs (mentioned in RCIL EoI) for clarification.
   b. The eligibility criteria (Clause no. 5) of RCIL EoI will remain the same as per the published EoI.

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JGM/EB
For RailTel Corporation of India Ltd. /CO

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Annexure A

Government of India

Ministry of Jal Shakti

Department of Water Resources, River Development and Ganga Rejuvenation

National Dam Safety Authority

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Reply to queries/ representations

The response/ clarification to the queries raised by the prospective bidders to the bid document (Bid No. GEM/2025/B/6048196 dated 24.03.2025) for procurement of Cloud services in NDSA are as under:

S. No.	RFP Clause No. of original RFP	Page No. of RFP	RFP Clause	Query	Response/ Clarification
1	**Section VI - Prequalification for MSP - S.No. 4**	**Page No. 55 of 89**	Bidder should have executed atleast: • One work order with value of Rs 0.8 Crores or more, or • Two work orders each with value of Rs 0.5 Crores or more, or • Three work orders each with value of Rs 0.4 Crores or more from Central/ State Government/ PSU in last 3 years to provide Cloud Services. Documentary proof to be submitted:	Suggested Modification: "Bidder should have executed at least: • One work order with a value of Rs 0.8 Crores or more, or •Two work orders each with a value of Rs 0.5 Crores or more, or • Three work orders each with a value of Rs 0.4 Crores or more from Central/ State Government/ PSU/ Public listed companies in the last three years to provide Cloud Services." This modification will help ensure fair competition and allow qualified bidders with proven expertise in cloud services to participate.	No Change; As per RFP
2			Copy of Work Order and Completion Certificate. In case of an ongoing work, the bidder may submit satisfactory work certificate till previous quarter from date of floating of bid along with the proportional amount of the completed work.	Kindly allow the certificate signed by CA with proper UDIN for verifying the Order Value till date.	
3				Clause may be read as - Bidder should have executed atleast: · One work order with value of Rs 0.8 Crores or more, or · Two work orders each with value of Rs 0.5 Crores or more, or · Three work orders each with value of Rs 0.4 Crores or more from Central/ State Government/ PSU/**Public limited** in last 3 years to provide Cloud Services.	

4	**Section VI - Technical Evaluation - S.No. 1**	**Page No. 56 of 89**	Cloud experience: Bidder's experience in managing and provisioning Managed Cloud Services for central/ PSU customers during the last 3 financial years (i.e. between FY 2021-22 to FY 2023-24) • 5 Marks for each project with Yearly collection of more than Rs 1 Crore in any one FY between FY 21 22, FY 22 23 or FY 23 24. A maximum of 3 projects may be submitted against this criterion. Criteria: Copy of Work Order and Completion Certificate/ Invoicing stating the value of the contract.	Suggested Modification: "Bidder's experience in managing and provisioning Managed Cloud Services for Central/State Government/PSU/Public listed companies during the last 3 financial years (i.e., between FY 2021-22 to FY 2023-24): 5 Marks for each project with a yearly collection of more than Rs 1 Crore in any one FY between FY 2021-22, FY 2022-23, or FY 2023-24. A maximum of 3 projects may be submitted against this criterion."	Clause updated as: Cloud experience: Bidder's experience in managing and provisioning Managed Cloud Services for Central/ State Govt./ PSU customers during the 3 financial years (i.e. between FY 2021-22 to FY 2023-24) • 5 Marks for each project with annual work done amounting Rs 1 Crore or more in any one FY between FY 21-22, FY 22-23 or FY 23-24. A maximum of 3 projects may be submitted against this criterion. Criteria: Copy of Work Order and Completion Certificate/ Invoicing stating the value of the contract. *In case of partial work, certificate has to be issued by the Department regarding the amount of work done.*
5				Please consider experience from **State and public limited company** and clause may be read as - Bidder's experience in managing and provisioning Managed Cloud Services for central/ **State/ PSU/ Public Limited customers** during the last 3 financial years (i.e. between FY 2021-22 to FY 2023-24) · 5 Marks for each project with Yearly collection of more than Rs 1 Crore in any one FY between FY 21 22, FY 22 23 or FY 23 24. A maximum of 3 projects may be submitted against this criterion.	
6				Requesting to please amend the clause as: Cloud experience: Bidder's experience in managing and provisioning Managed Cloud Services for central/ PSU/State Government Department customers during the last 3 financial years (i.e. between FY 2021- 22 to FY 2023-24)	
7				Cloud experience: Bidder's experience in managing and provisioning Managed Cloud Services for central/ PSU customers during the last 3 financial years (i.e. between FY 2021 22 to FY 2023 24) · 7.5 Marks for each project with Yearly collection of more than Rs 1 Crore in any one FY between FY 21-22, FY 22-23 or FY 23-24.	
8				We request to kindly consider the following clause which will allow more bidders to participate ensuring competitive bidding. "Cloud experience: Bidder's experience in managing and provisioning Managed Cloud Services for central/ PSU customers as on bid submission date.	

				· 5 Marks for each project with Yearly collection of more than Rs 1 Crore as on bid submission date A maximum of 3 projects may be submitted against this criterion. Copy of Work Order and Completion or Ongoing Certificate/ Invoicing stating the value of the contract.	
9				Considering this a Government project, we sincerely request the inclusion of State Government experience along with Central Government and PSU experience to encourage broader participation. Additionally allow CA Certificate as supporting document In view of the above, we kindly request you to consider amending the clause as follows: Cloud experience: Bidder's experience in managing and provisioning Managed Cloud Services for central **Government/ State Government /** PSU customers during the last 3 financial years (i.e. between FY 2021-22 to FY 2023-24) · 5 Marks for each project with Yearly collection of more than Rs 1 Crore in any one FY between FY 21-22, FY 22-23 or FY 23-24. A maximum of 3 projects may be submitted against this criterion. **Criteria:** Copy of Work Order and Completion Certificate/ Invoicing stating the value of the contract **or CA Certificate certifying the Values from Cloud Services**	
10				We understand that projects involving cloud management, where the bidder is responsible for managing services for the client, will be considered eligible under this clause, Please Confirm	As per RFP.
11	**Section VI - Technical Evaluation - S.No. 2**	**Page No. 56 of 89**	Annual Turnover of the bidder from the cloud services in latest financial Year i.e. FY 23-24 • Between Rs 4 Cr to Rs 20 Cr: 3 Marks • Between Rs 20 Cr and Rs 40 Cr: 6 Marks • Greater Than 40 Cr: 10 Marks	We request the authority to kindly revise the marking criteria for annual turnover from cloud services to ensure better alignment with industry standards and participation from a broader range of bidders.	Clause updated as: Average Annual Turnover of the bidder from the cloud services in

12				Criteria: Submit Copy of Annual Reports along with statutory auditor certificate to this effect.	Suggested Modification: "Annual Turnover of the bidder from cloud services in the latest financial year (i.e., FY 2023-24): Between Rs 4 Cr to Rs 15 Cr – 3 Marks Between Rs 15 Cr and Rs 30 Cr – 6 Marks Greater than Rs 30 Cr – 10 Marks" This revision provides a more balanced distribution of marks, allowing fair competition among bidders with different scales of cloud service operations. **We would request department to kindly amend the clause as:** Annual Turnover of the bidder from the cloud services in latest financial Year i.e. FY 23-24 · **Between Rs 4 Cr to Rs 10 Cr: 3 Marks** · **Between Rs 10 Cr and Rs 30 Cr: 6 Marks** · **Greater Than 30 Cr: 10 Marks**	financial Years 21-22, 22-23 and 23-24. • Rs 4 Cr to Rs 20 Cr: 3 Marks • > Rs 20 Cr to Rs 35 Cr: 6 Marks • > Rs 35 Cr: 10 Marks Criteria: Submit Copy of Audited financial statements with statutory auditor certificate to this effect.
13					1- As the EMD for this tender is Rs. 3 lakh and the turnover criteria in the pre-qualification section is Rs. 4 Crore, we understand that the estimated project value would be in a similar range. Given this, the scoring slab of ₹40 crore and above appears significantly high. Therefore, we kindly request a relaxation of this clause. 2- We request the acceptance of a Chartered Accountant (CA) certificate in addition to statutory certificates. This flexibility ensures wider participation while maintaining financial credibility and transparency. In view of the above, we kindly request you to consider amending the clause as follows: Annual Turnover of the bidder from the cloud services in latest financial Year i.e. FY 23-24: · Between Rs 4 Cr to Rs **15** Cr: 3 Marks · Between Rs **15** Cr and Rs **30** Cr: 6 Marks · Greater Than **30** Cr: 10 Marks **Criteria:** Submit Copy of Annual Reports along with statutory auditor / **Chartered Accountant (CA)** certificate to this effect.	
14					To promote equitable participation, we kindly request that the following clause be revised as:	

				Annual Turnover of the bidder from IT/ITES projects that include cloud services as a component in latest financial Year i.e. FY 23-24. · Between Rs 2 Cr to Rs 20 Cr – 3 Marks · Between Rs 20 Cr and Rs 40 Cr – 6 Marks · Greater Than 40 Cr – 10 Marks	
15	**Section VI - Prequalification for MSP - S.No. 2**	**Page No. 55 of 89**	Bidder should have an average annual turnover of at least INR 4 Crore from Cloud Services in the last 3 financial years (i.e. FY 2021-22, FY 2022-23 and FY 2023-24) as on the date of submission of Bid. Audited Financial Statements or statutory auditor certificate or certificate from Company Secretary of Bidder specifying the net worth for the specified year.	To ensure fair competition and encourage greater participation from competitive bidders with expertise in both cloud and IT/ ITeS projects, we kindly request that the following clause be amended to: "The Bidder must have an average annual turnover of 4 Crore from IT/ ITeS projects that include cloud services as a component over the last three financial years (i.e., FY 2021-22, FY 2022-23, and FY 2023-24), as of the bid submission date."	Clause may be read as: Bidder should have an average annual turnover of at least INR 4 Crore from Cloud Services in the financial years FY 2021-22, FY 2022-23 and FY 2023-24. Document required: Audited Financial Statements with statutory auditor certificate to this effect.
16	**Section VI - Qualification for CSP - S.No. 1**	**Page No. 53 of 89**	The Cloud Service Provider (CSP) should have been offering services in India from at least last 3 financial years with average annual turnover of at least Rs. 500 crores as on date of bid submission.	Please amend the clause as The Cloud Service Provider (CSP) should have been offering services in India from at least last 3 financial years with average annual turnover of at least **Rs. 200 crores** as on date of bid submission.	The Cloud Service Provider (CSP) should have been offering services in India from at least last 3 financial years with average annual turnover of at least Rs. 100 crores as on date of bid submission.
17				Kindly amend the clause as below: The Cloud Service Provider (CSP) should have been offering services in India from at least last 3 financial years with average annual turnover of at least Rs. 100 crores as on date of bid submission.	
18	**Section VI - Technical Evaluation - S.No. 3**	**Page No. 57 of 89**	The bidder should have experience in completing data migration project from on premises to cloud for a central Govt/ PSU in last 3 years.	Kindly allow Email confirmation from Client as well to verify the Size migrated on cloud.	Accepted

19				• For 25TB to 50 TB - 2.5 Marks • For >50 TB - 5 marks Criteria: Copy of signed SOW for work completed and proof of size of the migrated data. OR Copy of Client certificate/ completion certificate along with work order/extract from the contract, mentioning the scope of work and size of the migrated data.	**We would request department to kindly amend the clause as:** **Documents required:** Copy of signed SOW for work completed and proof of size of the migrated data. **OR** **Copy of work order/ Purchase order and Client certificate/ completion certificate mentioning the size of the migrated data.**	The bidder should have experience in completing data migration project from on premises to cloud for a central/ state Govt/ PSU in last 3 years. • For 10 TB to 20 TB - 2.5 Marks • For >20 TB - 5 marks Criteria: Copy of signed SOW for work completed and proof of size of the migrated data. OR Copy of Client certificate/ completion certificate along with work order/extract from the contract, mentioning the size of the migrated data.
20					We request the authority to kindly revise the data migration experience criteria to ensure broader participation and better alignment with industry practices. Suggested Modification: "The bidder should have experience in completing a data migration project from on-premises to cloud for a Central Govt/ PSU in the last 3 years: For 25TB to 45TB – 2.5 Marks For >45TB – 5 Marks This adjustment will help include bidders who have significant experience in handling large-scale data migration projects while maintaining fair evaluation criteria.	
21					Please amend the clause as- The bidder should have experience in completing data migration project from on premises to cloud for a **central Govt/ PSU/State/Private Organization/Public Limited/BFSI** in last 3 years. · For 25TB to 50 TB 2.5 Marks · For >50 TB 5 marks	

22				We are requesting to you please the clause- The bidder should have experience in completing data migration project from on premises to cloud for a central Govt/ PSU/**corporate** in last 3 years.	
23				The bidder should have experience in completing data migration project from on premises to cloud for a central Govt/ PSU/**Enterprise or Public Listed Company** having minimum average annual turnover of not less than Rs.500 Crores in the last 3 financial years. Copy of signed SOW for work completed and proof of size of the migrated data. OR Copy of Client certificate/ completion certificate along with work order/extract from the contract, mentioning the scope of work and size of the migrated data.	
24				We kindly request that the following clause be amended as: "The bidder should have experience in completing data migration project from on premises to cloud for a central Govt/ PSU in last 3 years. " · For 10TB to 20 TB – 2.5 Marks · For >20 TB – 5 marks	
25				Requesting to please clarify how is the requirement of a migration of >50 TB is being used to evaluate the bidders here. How much data is the department planning to migrate to Cloud through this RFP?	
26	**Section IV - Scope of Work - S.No. 12**	**Page No. 29 of 89**	Bidder/ Service provider is expected to understand the complete architecture of existing applications and processes, necessary steps for smooth migration of applications and databases including interdependencies between applications and data within 15 days	Is the bidder expected to perform the complete migration in 15 days? If yes, kindly remove this clause and allow the bidders to propose their timeline as multiple variables are to accounted for during migration.	The time limit for migration of data is 2 months from the date of order for migration.

27			after accepting the PO. Stage testing for migration activity should be provided. Presently, National Dam Safety Authority has hosted their website at local server which will be required to be migrated on the ICT cloud of bidder/ contractor by the bidder smoothly meeting tender terms. Further, DHARMA portal of NDSA is hosted on another Cloud and needs to be migrated.	1) Please provide the as-is infrastructure details of the Application and Servers that needs to be Migrated. 2) 15 Days is a very short period for migration, this will depend upon the number of applications, migration strategy, amount of data, availability of bandwidth etc. We recommend to make it minimum 2 months from the date of all information is provided to the bidder after PO is awarded. 3) Kindly explain what is expected by "Stage testing for migration". 4) Please share complete details of DHARMA Portal in terms of which cloud it is hosted on, how many servers, applications, data storage, OS etc., that needs to be migrated.	DHARMA portal is presently hosted on a Cloud. The Cloud has 1 Web server VM (6vCPU 24GB RAM), 1 Database server VM, approx. 500 GB Data and Oracle Linux Server 8.9.
28	**Section IV - Scope of Work - S.No. 30**	**Page No. 30 of 89**	Bidder/ Service provider shall workout migration plan in 15 days for co-existence of non- cloud and cloud architecture during and after the migration period in close coordination with National Dam Safety Authority.	Please increase the timeline to minimum 2 months.	The time limit for migration of data is 2 months from the date of order for migration.
29	**Section IV - Scope of Work - S.No. 29**	**Page No. 30 of 89**	Bidder/ Service provider shall be responsible for any issues related to migration of data from DC to DR, Risk Management and planning.	NDSA must ensure that a full backup has been performed upto the time of migration in the existing environments and is available to CSP/MSP in case any issues arises related to migration.	No Change; As per RFP.
30	**Section IV - Scope of Work - S.No. 1**	**Page No. 28 of 89**	Bidder (i.e. Cloud Service Provider/ Managed Service Provider) shall be responsible for setting up, installation, configuration, management, upgradation, and migration of hosted websites, database servers. Storage, application servers, applications and smooth exit/ transfer of data, application and server after completion of contract.	After the completion of the contract, the responsibility of smooth transfer of data, application and server shall be of new MSP/CSP/Vendor. We will extend all necessary support to the new vendor to migrate data out of our cloud on the expiry/completion of the contract.	No Change; As per RFP

31	**Section VI - Technical Evaluation - S.No. 5**	**Page No. 57 of 89**	No. of resources currently on the bidder's payroll certified by proposed CSP. • For 40 or more resources: 10 marks • For resources >20 but <40: 5 marks Criteria: Copy of valid certifications	We request the authority to kindly revise the resource certification criteria to allow wider participation while ensuring bidders have adequately skilled personnel. Suggested Modification: "Number of resources currently on the bidder's payroll certified by the proposed CSP: • For 15 to 20 resources – 5 Marks • For 20 to 40 resources – 10 Marks" This revision provides a fairer distribution of marks and ensures that bidders with a strong but slightly smaller workforce can still qualify competitively.	Clause updated as: No. of resources currently on the bidder's payroll having certification by proposed CSP. • For 10 to 30 resources: 5 marks • For > 30 resources: 10 marks Criteria: Copy of valid certifications and undertaking from HR.
32				**We would request department to kindly amend the clause as:** No. of resources currently on the bidder's payroll certified by proposed CSP. · **For 15 or more resources: 10 marks** · **For resources >10 but <15: 5 marks**	
33				No. of resources currently on the bidder's payroll and have (IT) OEM active certificates ~~certified by proposed CSP~~. · For 40 or more resources: 10 marks · For resources >20 but <40: 5 marks	
34	**Section VI - Prequalification for MSP - S.No. 5**	**Page No. 55 of 89**	Bidder has at least 20 technical certified resources (in active employment) for proposed CSP. Documentary proof to be submitted: Undertaking from the HR along with Copy of Certificate	Bidder has at least 7 technical certified resources (in active employment) for any CSP	May be read as: Bidder has at least 10 (ten) technical certified resources (in active employment) for proposed CSP. Documentary proof to be submitted: Undertaking from the HR along with Copy of Certificate

35	**Section VI - Qualification for CSP - S.No. 4**	Page No. 53 of 89	CSP shall have published on its public facing website- cloud services' rates for India, Service Level Agreements (SLAs), dashboard live-status of cloud services' health across global datacentre and outage details (if any) with RCA.	This is not a mandatory requirement from Meity and favours only Hyperscalers thus limiting the scope of participation from Indian CSPs. Request for removal of this clause so Indian CSPs can also participate	No Change; As per RFP
36			Documentary evidence: An undertaking from the CSP with the links to its relevant public facing website(s) covering the details	It is requested to relax these terms and conditions to allow participation in the bid.	
37	**Section VI - Qualification for CSP - S.No. 5, 6, 7, 8, 11, 12**	Page No. 53, 54 of 89	Undertaking on CSP letterhead with link to public facing website having the service and functionality description	Request for modification of the clause as leading Indian CSPs do not offer this feature. Bidder can provide cloud portal facility with read-only access.	No Change; As per RFP
38	**Section VI - Qualification for CSP - S.No. 10**	Page No. 54 of 89	Bidder's proposed CSP shall have published on its public facing website- • Cloud services' rates for India with options for On Demand pricing • Service Level Agreements (SLAs) • Dashboards live-status of cloud services' health across global data centers. • Cloud Services outage details (if any) with Root Cause Analysis. Documentary evidence: Self-Declaration by bidder and Demo to be given at the time of presentation	*Cloud services' rates for India with options for On Demand pricing* *Dashboards live-status of cloud services' health across global data centers.* *Cloud Services outage details (if any) with Root Cause Analysis.* ----Above clauses are particular to Hyperscalers and limits participation from leading Indian CSPs. Request for acceptance of rate cards from bidders	No Change; As per RFP
39	**Section VI - Technical Evaluation - S.No. 4**	Page No. 57 of 89	The bidder shall be required to give a technical demonstration on the following: • Capabilities of proposed cloud • Implementation plan on proposed cloud • ***Auto scalability and optimal utilization for cost optimization*** • Security assessment, compliance and remediations • Past experience of similar projects. The date & time for the demonstration shall be communicated later.	• *Auto scalability and optimal utilization for cost optimization* -----Wrt above criteria kindly specify the user access count, quantum of traffic and peak loads for proper assessment and calculations	No Change, As per RFP

40	**Section VI - Technical Evaluation - S.No.5**	**Page No. 57 of 89**	Copy of valid certifications	In case the bidder is participating in the capacity of CSP and MSP, we request you to accept the letter from authorized signatory regarding the resources count.	Will be accepted
41			General	Kindly specify the resources categories and count required to enable bidder to prepare appropriate documentation	As per RFP
42	**Section VI – Technical Evaluation - S.No.6 to 18**	**Page No. 57-60 of 89**	URL of the service on the CSP through Self provisioning portal	We have observed that self-provisioning sometimes lead to mistakes/errors. We recommend that customer may send change request to Bidder who have internal teams to manage such request effectively/efficiently.	Refer revised RFP.
43	**Section VI - Qualification for CSP - S.No. 5**	**Page No. 53 of 89**	Availability of self-service cloud portal and Command Line interface where administrator can provision & scale cloud resources without requiring manual intervention of CSP including at least- Virtual machine, Storage disks, object storage, file share, network, backup, disaster recovery replication, infrastructure as code, infrastructure & security monitoring	It is requested to relax these terms and conditions to allow participation in the bid.	As per RFP.
44	**Section V - Bill of quantity cum Price Schedule and Section IV- Scope of Work**	**Page No. 47 of 89**	Boot & Application Volume - Block Volume Storage with atleast 30 IOPS/ GB	It is recommended to reduce 30 IOPS/GB to 6 IOPS/GB as boot and application volumes will not requires high IOPS/GB and by reducing IOPS requirement will helps in reduce cost of the VM.	Clause updated as: Boot & Application Volume - Block Volume Storage with atleast 6 IOPS/ GB
45				It is recommended to reduce the IOPS allocation from 30 IOPS/GB to 6 IOPS/GB since boot and application volumes typically do not require high IOPS, this adjustment is suggested to optimize VM costs. Hence Request authority to amend this clause as Boot & Application Volume - Block Volume Storage with atleast **6 IOPS/ GB**	

	Section / Clause	Page No.	Description	Query / Clarification	Response
46	**Section V - Bill of quantity cum Price Schedule and Section IV- Scope of Work**	**Page No. 47 of 89**	Boot & Application Volume - Block Volume Storage with atleast 30 IOPS/ GB **Database Storage - Block Volume Storage with atleast 30 IOPS/ GB**	This number of High IOPS per GB is available with only one Hyperscaler. Other CSPs do not offer such number of High IOPS per GB. Request you to please revise it to 6 IOPS per GB	This Clause is updated as: - Boot & Application Volume - Block Volume Storage with atleast 6 IOPS/ GB Database Storage - Block Volume Storage with atleast 20 IOPS/ GB
47	**Section V - Bill of quantity cum Price Schedule and Section IV- Scope of Work**	**Page No. 47 of 89**	Database Storage - Block Volume Storage with atleast 30 IOPS/ GB	Please clarify if the requirement is for 30 IOPS per GB (which would result in 61,440 IOPS for 2048GB) is required or they need a total of 30 IOPS overall as the current ask is unreasonably high for such a small volume requirement.	This Clause is updated as: Database Storage - Block Volume Storage with atleast 20 IOPS/ GB
48				Please clarify if the requirement is for 30 IOPS per GB (which would result in 61,440 IOPS for 2048GB) is required or they need a total of 30 IOPS overall as the current ask is unreasonably high for such a small volume requirement.	
49	**Section V - Bill of quantity cum Price Schedule and Section IV- Scope of Work**	**Page No. 49 of 89**	Network/Application (compatible with WAF) Load Balancer - Load Balancers with 300Mbps Bandwidth	We provide scalable and elastic Load Balancer which are not limited to a specific bandwidth. Please delete this clause of 300Mbps bandwidth as this is specific feature of a one CSP and does not provide any additional functionality to the application architecture.	As per RFP
50				Request authority to remove the **300Mbps bandwidth** clause, as it is specific to a specific CSP and does not add any additional functionality to the application and network architecture.	
51	**Section V - Bill of quantity cum Price Schedule and Section IV- Scope of Work**	**Page No. 50 of 89**	Speech to Text conversion	If the use case is purely for speech translation, then 2500 hours per month is a very heavy workload for AI model. Does it mean that 2500 X 60 minutes/month is the requirement?	Clause stands deleted. Updated BoQ may be referred.
52	**Section V - Bill of quantity cum Price Schedule and Section IV- Scope of Work**	**Page No. 50 of 89**	Text Extraction from PDF/Images (2500 units per 1000 API Requests)	We charge based on number of pages for text extraction. Please provide the number of pages to be extracted to simplify the estimation. In order to standardize the matrix, request to amend the requirement to ask for 2500 API/Pages	Clause stands deleted.

53				The current specification is favouring one single CSP (MS Azure). Please reconsider based on number of documents estimated to be processed every month and share the exact matrics, please clarify if you require total 2500 API requests per month.		
54				Please provide the number of pages to be extracted for estimate the cost		
55	**Section VI - Technical Evaluation - S.No. 17**	**Page No. 60 of 89**	The proposed cloud should have the following Native networking services: • IPv4, IPv6 • DHCP • IPSec VPN Tunnel Creation • SSL VPN • Load Balancer (Internal and External Load Balancers) • Native L3 and L4 Anti-DDoS solution Yes for all- (4) Marks, No to any of the above - (0) Marks	Requesting to please amend the clause as: The proposed cloud should have the following Native networking services: • IPv4, IPv6 • DHCP • IPSec VPN Tunnel Creation • SSL VPN OR IPSec VPN • Load Balancer. (Internal and External Load Balancers) • Native L3 and L4 Anti-DDoS solution Yes for all- (4) Marks, No to any of the above - (0) Marks		The proposed cloud should have the following Native networking services: • IPv4, IPv6 • DHCP • IPSec VPN Tunnel Creation • SSL VPN OR IPSec VPN • Load Balancer (Internal and External Load Balancers) • Native L3, L4 Anti-DDoS solution Yes for all: 4 Marks, No to any of the above : 0 Marks
56	**Section VI - Compliance Statement - Compute - S.No. 8**	**Page No. 64 of 89**	The CSP should offer an option of running customer's choice of hypervisor. The CSP should support atleast 2 standard hypervisors like KVM, Microsoft Hyper-V, Vmware etc.	The public cloud only offer flexibility to choose hypervisor on Bare Metal Solutions. These solutions are very costly as compare to VM's options. Standard virtual machine (VM) instances run on the cloud provider's own managed hypervisor, which customers cannot change. Request to please remove this clause from compliance sheet.		**Clause Deleted**
57				Request authority to remove the clause. Cloud platforms optimize performance and scalability irrespective of the hypervisor. Mandating multiple hypervisors adds unnecessary complexity and cost without additional functional benefits. The focus should be on application performance and compatibility rather than hypervisor support.		

58	**Section VI - Compliance Statement - Compute - S.No. 2**	**Page No. 63 of 89**	The proposed CSP should provide a fully managed Java Cloud Service platform for deploying and running Java applications in the cloud.	Request to amend clause as follows: The proposed CSP should provide a fully managed platforms suitable for deploying and running Java applications in the cloud.	Accepted
59	**Section VI - Compliance Statement - Block Storage - S.No. 3**	**Page No. 65 of 89**	Cloud service should provide NVMe backed storage media that offer single digit millisecond latencies. If non-NVMe SSD is proposed than provide double the asked capacity.	CSP generally do not specify if they are using NVMe backed storage media. This clause is forcing CSP to provide double capacity storage. Request to please remove the clause and demand for performance parameters of storage tier. This clause is specific to one CSP and restricting others to participate.	**Clause Deleted**
60				Request authority to remove ~~NVMe backed storage~~, as CSPs typically do not explicitly specify their underlying storage media. This requirement forces CSPs to provide double-capacity storage, leading to unnecessary constraints. Instead, we recommend defining storage performance parameters to ensure fair participation and avoid restricting providers.	
61	**Section VI - Compliance Statement - Block Storage - S.No. 10**	**Page No. 65 of 89**	Cloud service should support a baseline IOPS of at least 60 IOPS/GB for at least 1TB storage capacity and maintain it consistently at scale. If IOPS are not guaranteed and financially backed than provide double the asked capacity.	The actual IOPS and throughput achieved with block storage can be influenced by various factors, including: 1. **Instance Type**: The number of vCPUs on your Compute Engine instance affects the network bandwidth available to the disk. 2. **Disk Size**: For standard Persistent Disks, performance (IOPS and throughput) scales linearly with the size of the disk. 3. **Workload Characteristics**: The read/write ratio, block size, and access patterns of your application significantly impact observed performance. 4. **File System and Application Optimization**: The way you format your disk and how your application interacts with the storage can affect performance. 5. **Network Congestion**:, Accurately and consistently measuring IOPS/GB performance across a vast infrastructure and for diverse customer workloads is technically complex. The given clause is specific to one CSP, request to please delete the clause to make it more open and inclusive for wider participation.	This Clause is updated as: Cloud service should support a baseline IOPS of at least 6 IOPS/GB for at least 1TB storage capacity and maintain it consistently at scale.

62					Request authority to remove the clause ~~at least 60 IOPS/GB~~, as it is specific to a particular CSP and limits broader participation. Block storage performance is influenced by multiple factors, including instance type, disk size, workload characteristics, file system optimization, and network conditions. We recommend focusing on overall storage performance parameters to ensure a fair and inclusive evaluation.	
63	Section VI - Compliance Statement - Block Storage - S.No. 11	Page No. 65 of 89	Cloud service should be durable and support annual failure rates of less than 1%		Request you to amend the given clause as follows: Cloud service should be durable and should support annual failure rates of less than 1% OR serviceability of 99.9% for the designed deployment architecture.	This clause is updated as: CSP should provide Monthly Uptime Percentage of at least 99.5%. Point No. 8 at Page No. 54 of 89 of original RFP stands updated as well. Refer revised RFP.
64	Section IV - Scope of Work - S.No. 5	Page No. 28 of 89	5. The bidder shall guarantee 99.5% Uptime of Data Centre including all services taken by National Dam Safety Authority as per Service Level Agreement (SLA).		Requesting to amend the clause as: The bidder/CSP shall guarantee 99.5% Uptime of Data Centre including all services taken by National Dam Safety Authority as per Service Level Agreement (SLA).	No Change, As per RFP
65	Section VI - Compliance Statement - Block Storage - S.No. 12	Page No. 65,66 of 89	The proposed Cloud should have managed storage service with: i. Capability to increase storage capacity on demand on the provisioned volumes without any reboot of the virtual machine ii. Block storage SSD type that offers upto 64000 IOPS and same tier to be quoted in the BoM submission.		Request to remove following requirement "Block storage SSD type that offers upto 64000 IOPS and same tier to be quoted in the BoM submission" as the clause is contradicting the BoQ requirements and creates confusion for bidders while quoting. Since this is already covered in BoQ it is not required in compliance statement.	Accepted. This clause is updated as: The proposed Cloud should have managed storage service with capability to increase storage capacity on demand on the provisioned volumes without any reboot of the virtual machine
66					Request to remove following requirement "~~Block storage SSD type that offers upto 64000 IOPS and same tier to be quoted in the BoM submission~~" as the clause is contradicting the BoQ requirements. Since this is already covered in BoQ it is not required in compliance statement.	
67			A 3% EMD shall be submitted by the bidder.		**Kindly confirm the EMD Submission mode DD/BG/FDR/NEFT/RTGS etc.**	EMD can be submitted in any form eg. DD/BG/FDR/NEFT/RTGS etc.
68	Section II: Instructions to Bidders (ITB) - Point No. 4.4	Page No. 12 of 89	EMD Amount: 3,00,000/-		As per your tender terms and conditions and GEM GTC (link is given in the bid document and clause is mentioned on pg. no. 19 & clause no. m (v), it is mentioned there that Sellers will get an exemption from furnishing Bid Security Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s). On the basis of the above-mentioned points in the tender document and GEM GTC guidelines, we are eligible to claim EMD exemption in this tender. We request you kindly to	

					consider our request for EMD Exemption. https://assets-bg.gem.gov.in/resources/upload/shared_doc/gtc/GeM-GTC-40-1701349502.pdf	EMD Exemption is allowed for eligible Bidders. Bidder needs to submit the necessary proof to claim the exemption. Refer updated RFP for updated EMD amount.
69				EMD	Is MSME exempted from EMD in this bid?	
70	Section II: Instructions to Bidders (ITB) - Point No. 6.4 (d)	Page No. 16 of 89		Inline with the policies of the Government of India, as amended from time to time, the National Dam Safety Authority reserves the right to give purchase preferences to eligible categories of Bidders as indicated in the Tender Document.	Kindly elaborate what preferences are referred to here.	Not applicable in this case. Clause/ Para stands deleted.
71	Section IV - Scope of Work - S.No. 25	Page No. 30 of 89		Bidder/ Service provider shall ensure committed time taken for restoration of data from Backup. The bidder/ service provider should provide a backup solution that supports retention period of minimum 30 days or as desired by the National Dam Safety Authority.	Requesting to amend the clause as: "The bidder/ service provider should provide a backup solution that supports retention period of minimum 30 days or as desired by the National Dam Safety Authority." as Backup restoration time cannot be committed due to multiple variables being at play such as Backup chain, Backup size, media type etc.	Accepted. Para/ clause stands updated as: The bidder/ service provider should provide a backup solution that supports retention period of minimum 30 days or as desired by the National Dam Safety Authority.
72					Requesting to amend the clause as: Web Application Firewall (WAF) - CSP Native WAF with 1 Million request per month & unlimited rules and policies 1 Policy & 10 Rules We require this change as Policy and Rules are chargeable items and cannot be offered in an 'unlimited; capacity.	
73	Section IV - Service Requirements - S.No. 47 (table) and Section IV- Scope of Work	Page No. 32 of 89 and BoQ		Web Application Firewall (WAF) - CSP Native WAF with 1 Million request per month & unlimited rules and policies	9. WAF pricing is based on matrix including number of rules thus it cannot be unlimited. We request NDSA to kindly define number of total rules being envisaged in WAF solution. Number of WAF rules are applied on each incoming request and unlimited number of rules is not practical as it will result in high latency in processing each request. Please define the number of rules evaluated for each request (e.g. 20 rules evaluation)	This clause is updated as: CSP Native WAF with 1 Million requests per month, 10 Security policies with 20 rules each.
74					Request authority to remove the "**unlimited rules and policies**" clause and propose quantifying like 20 rules and 10 security policies. This will help in accurately estimating the cost of the required services.	

75				Request to remove unlimited rules and policies clause and quantify it as 10 number of rules and 5 security policies for estimating cost of the services required.	
76	**Section V - Bill of quantity cum Price Schedule and Section IV (Scope of work) - S.No. 47**	**Page No. 33 of 89**	Bastion Service - Connect to private subnet based cloud resources from Internet for administrators	Different service providers have different nomenclatures and approach to offer Bastion Service. Request to please amend it to Bastion/Equivalent Service.	This clause may be read as: - "Bastion/ Equivalent Service - Connect to private subnet-based cloud resources from Internet for administrators"
77				Can we offer alternative for Bastion Service? Can we offer similar functionality by allowing access without exposing VMs to the public internet	
78				Request authority to please amend it to "Bastion/Equivalent Service because each CSP have different nomenclatures"	
79	**Section IV - Scope of Work - S.No. 6**	**Page No. 28 of 89**	Maintain and manage the required network components for the cloud services. Setup and configure the VMs, storage, Network, Database etc. at DR site meeting RPO (Recovery Point Objective) and RTO (Recovery Time Operations) requirements of National Dam Safety Authority. Service provider shall provide full access to VMs, logs to National Dam Safety Authority for analysis as per Ministry of Electronics and Information Technology (MEITY) Guidelines.	Please specify the desired RPO and RTO.	RTO is 60 mins and RPO is 15 mins. Section IV - S.No. 50.3.1 - Point No. 10 and 11 (table) (Page No. 39 of original RFP) stands updated. Refer revised RFP.
80	**Section IV - Scope of Work - S.No. 7**	**Page No. 28 of 89**	Bidder/ Service Provider shall not delete any data before or without approval of National Dam Safety Authority during the period of Contract (Contract Period) and will not delete any data after the expiry of Contract without written approval from National Dam Safety Authority	Please confirm for how long the data will be retained after the expiry of the contract. The storage charges for retaining the data shall be paid by NDSA.	30 days from date of successful migration to the new cloud and with the written approval of NDSA.
81	**Section IV - Scope of Work - S.No. 11**	**Page No. 29 of 89**	Bidder/ Service provider shall configure external connections to the hosting infrastructure, required to upload database, files etc.	Kindly explain what is "external connections"	External Connection refer to VPN connections to hosting environment, permission for required APIs etc.

82	**Section IV - Scope of Work - S.No. 20**	**Page No. 29 of 89**	Bidder/Service provider shall be responsible for deployment of New Applications on cloud, security administration, planning and implementation of cloud management and monitoring portals for complete infrastructure and services procured.	SOP for the deployment of new application needs to be provided by NDSA. Application vendor must always be available for any support required during the application deployment in case there are any issues even after following the SOP.	It is a continuous process, will be shared as per the requirement of NDSA. Clause stands.
83				We request to include native security and security monitoring (SIEM) capability of the cloud platform, to ensure security.	As per RFP
84	**Section IV - Scope of Work - S.No. 27**	**Page No. 30 of 89**	Bidder/Service provider shall provide inter-operability support with regard to APIs and Data Portability.	Please explain what kind of inter-operability is expected.	It is a continuous process, will be shared as per the requirement of NDSA. Clause stands.
85	**Section IV - Scope of Work - S.No. 41**	**Page No. 31 of 89**	There should not be any data loss during backup from DC to DR.	Please confirm, if the meaning of Backup here means failover from DC to DR, if yes, then, there can be data loss upto the specified RPO during failover between DC to DR, else please elaborate what is meant by Backup from DC to DR.	All scheduled data backups between DC and DR are designed to be lossless. However, in the case of unforeseen failover events, a maximum RPO of 15 minutes shall apply.
86	**Section V - Bill of quantity cum Price Schedule and Section IV – Scope of Work- S.No. 47 (table)**	**Page No. 32 of 89**	Object Storage for Backup - Backup & Archive Quick data Restoration- Average sub millisecond retrieval time. Should be located at different geolocation at least 200 Km apart.	For Backup services, we have our own tool and storage. Please confirm, if same can be proposed instead of backup on object storage?	Refer revised RFP.
87				Do you need only object storage without backup software? Or you need backup-as-a-service where the backed-up data to be stored on object storage	
88				We understand that this object storage requirement is for backup / archival purpose. As per DR best practices, we suggest this backup storage data center location shall be in different seismic zone than the primary data center location, both of which must be MeitY empanelled. Kindly thus modify the clause accordingly.	
89	**Section V - Bill of quantity cum Price Schedule and Section IV – Scope of Work- S.No. 47 (table)**	**Page No. 32 of 89**	Compute Services - Enterprise Linux OS - Usage - on demand	What specific version(s) of Enterprise Linux are required ()? Which Linux type	Refer to Section-IV – Scope of Work of revised RFP.
90				What is the enterprise Linux OS is required here - i.e. RHEL, SUSE?	
91			Compute Services - Enterprise Linux OS - Usage - on demand Linux VM - (Non-Burstable) 12vCPU 32GB RAM (on-demand)	We don't have exact configuration available. This configuration is only available to one CSP. We request you to change it to 16vCPU 32GB (1:4) which is more generalized used in all major CSPs.	Please quote for same or higher configuration

92			Compute Services - Enterprise Linux OS - Usage - on demand Linux VM - (Non-Burstable) 6vCPU 24GB RAM (on-demand)	We don't have exact configuration available. This configuration is only available to one CSP. We request you to change it to 8vCPU 32GB (1:4) which is more generalized used in all major CSPs.	Please quote for same or higher configuration
93			Managed Database - Enterprise MySQL- Usage - on demand 12vCPU 32GB RAM (on-demand)	We don't have exact configuration available. This configuration is only available to one CSP. We request you to change it to 8vCPU 32GB (1:4) which is more generalized used in all major CSPs.	Please quote for same or higher configuration
94				Requesting you to please consider industry standard specifications available with all CSPs like 8vCPU, 32GB RAM or 16vCPU, 64GB RAM to give level playing field to all the CSPs	
95			Linux VM - (Non-Burstable) 16vCPU 64GB RAM (on-demand) Monthly Linux VM - (Non-Burstable) 12vCPU 32GB RAM (on-demand) Monthly Linux VM - (Non-Burstable) 8vCPU 32GB RAM (on-demand) Monthly Linux VM - (Non-Burstable) 6vCPU 24GB RAM (on-demand)	Since it is a three-year project, CSPs can provide a reserved instance pricing through their MSPs which is commercially much better. On demand pricing leads to escalation of cost and hence increases the overall cost of the project. On demand pricing in a project with a predictable time frame should not be allowed. Request remove "on demand" from all line items in price template /service requirements.	No Change; As per RFP
96	Section V - Bill of quantity cum Price Schedule and Section IV - S.No. 47	Page No. 49 and 33 of 89	DNS Service - DNS queries (10 Million)	Do you need Private DNS Service?	No
97	Section V - Bill of quantity cum Price Schedule and Section IV - S.No. 47	Page No. 50 and 33 of 89	Data Analytics Serverless service to execute SQL query from underlying data in CSV/Parquet format per TB data scanned	We offer templatised Kubernetes clusters for serverless and not Query as Service	Clause deleted
98	Section V - Bill of quantity cum Price Schedule and Section IV - S.No. 47	Page No. 50 and 33 of 89	Data Analytics Serverless Data pipeline for ETL jobs with minimum capacity of 8 core and 32 core RAM (should include all costs to run ETL Job for 1 hour) Per Hour	We offer templatised Kubernetes clusters for serverless	Clause deleted

99	**Section V - Bill of quantity cum Price Schedule and Section IV - S.No. 47**	**Page No. 48 32 of 89**	Security Monitoring and Compliance- Fully managed SIEM service for unified security monitoring	The current specification is favouring one single CSP (MS Azure). Please confirm if SIEM capability for search and analyse different security incidents and events using CSP native services will be accepted or a SIEM - COTS product is needed. Since Data processed per month will be more than 2 GB / month please review and confirm the capacity of logs ingusted to SIEM solution per month which should be a lot more than 2GB/month.	Clause deleted
100				A fully managed SIEM solution for such a small requirement of 2GB/ month would be significantly costly. We thus suggest NDSA to ask for functionality of SIEM (i.e, to collect, analyze, and correlate security data from various sources and provide real-time visibility) to be made available by CSP's native services, which would be more cost-effective approach.	
101	**Section VI - Compliance Statement – Date Centre- S.No. 5**	**Page No. 63 of 89**	The cloud service provider must be operating at least two Data Centre in India with a minimum distance of 500 Kms between them. Both the Data Centre should be placed in different SEISMIC Zones.	as clause 19 on page 29 has asked for "DC and DR sites shall be in different seismic zone" which is right approach, we request NDSA to kindly remove " with a minimum distance of 500 Kms between them" from the first sentence of this clause.	Clause is updated as: The cloud service provider must be operating at least two Data Centres in India with a minimum distance of 100 Kms between them. Both the Data Centre should be placed in different seismic zones.
102	**Section VI - Qualification for CSP - S.No. 6**	**Page No. 53 of 89**	CSP must have their own native service Availability of managed databases (PAAS) having feature of inbuilt scaling, HA & backup for MySQL Enterprise Database	Please confirm if you mean MYSQL database with enterprise support provided by all the leading CSPs as MYSQL is an open-source database.	Clause is updated as: CSP must provide MySQL Enterprise Database and support. Document required: Undertaking on CSP letterhead
103				MySQL Enterprise edition is supported by a specific CSP only. Equivalent and cost-effective option available from leading CSPs in MySQL community edition. We thus request you to kindly remove "Enterprise Database" from this clause.	
104				Please confirm if you mean MYSQL database with enterprise support provided by all the leading CSPs as MYSQL is an open source database.	
105				We offer Managed Database as a service where we charge separately for IaaS. We allocate fixed compute infrastructure and can upgrade to higher compute plans on request.	
106	**Section VI – Qualification for CSP - S.No. 12**	**Page No. 54,55 of 89**	Customers should have the option to choose any combination of CPU core and memory rather than fixed- sized shapes.	Please consider standard virtual machine sizes with a vCPU to Memory ratio like 1:2, 1:4 and 1:8 to provide level playing field to all CSP. This is industry standard practice and covers most of the workloads	Please quote for same or higher configuration

107				Leading CSPs have a large set of tested, proven VM variants available for use of customers having optimal vCPU to memory ratios. Non-standard configurations (e.g., 2 vCPU, 1GB memory) are not used for practical purposes and just limit participation of key CSPs. Kindly thus remove this part of the clause.	
108	**Section VI - Technical Evaluation - S.No. 17**	**Page No. 60 of 89**	Native L3 and L4 Anti-DDoS solution	for comprehensive anti-DDoS capabilities, we suggest NDSA to also ask for " Native L3, L4 and L7 Anti-DDoS solution"	No Change; As per RFP
109	**Section VI - Compliance Statement – Data Centre- S.No. 8**	**Page No. 63 of 89**	The Cloud Service Provider (CSP) must be certified for ISO 27001, ISO 27017/18	For comprehensive and standards-based process management capabilities of the CSP, kindly ask for valid " ISO 27001, ISO 20000-1, ISO 22301, ISO 27017, ISO 27018, and ISO 42001" certificates from CSP	No Change; As per RFP
110	**Section VI – Prequalification for MSP – S.No.3**	**Page No. 55 of 89**	Bidder should have following certifications: ISO9001, ISO27001, ISO20000	Our ISO 20000 certification is currently under renewal, and we anticipate receiving it in July. We kindly request you to allow us to submit an undertaking in place of the certificate during this period.	
111			ISO	The tender document mentions ISO 20000:2011, which is outdated and has been replaced by ISO/IEC 20000-1:2018. The updated version aligns with the latest industry best practices for IT Service Management. We request you to kindly consider ISO/IEC 20000-1:2018 – Providing IT Services & IT Enabled Services for compliance.	
112	**Section VI - Qualification for CSP - S.No. 9**	**Page No. 54 of 89**	ISO/IEC 27701:2019 Security techniques — Extension to ISO/IEC 27001 and ISO/IEC 27002 for privacy information management — Requirements and guidelines	Since our ISO certification is under renewal and we have the certificate from the agency who is renewing the ISO Certificate, kindly consider this and allow us to participate. We will receive the renewed ISO certification within 2 weeks.	As per RFP
113	**Section II: Instructions to Bidders (ITB) - Point No. 7.1 (i)**	**Page No. 17 of 89**	Over the contract period as mentioned in Section-IV (Scope of Work), it is estimated that the quantity(ies) of items and services to be procured under this tender may increase up to ten (10) times of the quantities as mentioned in the Section-V (Bill of Quantity cum Price Schedule/ BoQ-PS). Accordingly, the bidders may quote the prices of items and services.	AS NDSA is envisaging increase in the overall quantities up to 10 times of the bill of Quantity as stated in the RFP, we suggest NDSA to consider such future projections and update the BoQ to as near as possible. This would enable NDSA to get competitive pricing and will avoid any procurement related challenges for higher quantities in future.	Clause updated. Refer Revised RFP
114	**Section V - Bill of quantity cum Price Schedule and Section IV - S.No. 47**		2500 hours per month of audio processing	The current specification is favouring one single CSP (MS Azure). Please clarify if the requirement is actually for 2500 hours (150,000 minutes) as this seems significantly high as 1 month has only 730 hours then how is the requirement 4x of	Clause deleted

				the total hours available per month? Request to confirm if the requirement is 2500 minutes per month only.	
115	**Section V - Bill of quantity cum Price Schedule and Section IV - S.No. 47**		S3 Data Transfer to DR region specification of 600 GB	DR has a object storage req. of 600 GB, please clarify if the remaining 900 GB (DC has 1.5 TB) of data from DC needs to be replicated to DR. This impacts DTO cost as well.	Refer revised RFP.
116	**Section V - Bill of quantity cum Price Schedule and Section IV - S.No. 47**	**Page No. 49 and 33 of 89**	Cloud Hosted NextGen firewall to protect Cloud resources and VPN to control traffic to prevent unauthorized access.	NGFW term is applicable to a comprehensive firewall product typically deployed in on-prem environment. For cloud environment, similar capabilities are offered as separate services from the CSP. Request to remove the term "NGFW" and mention the capabilities needed. (E.g. Network Firewall with statefull and stateless inspection and DPI capability. Intrusion prevention system (IPS) with active traffic flow inspection with real-time network and application layer protections)'	Clause is updated to: Cloud Hosted NextGen firewall or equivalent to protect Cloud resources and VPN to control traffic to prevent unauthorized access.
117	**Section VI - Prequalification for MSP - S.No. 8**	**Page No. 55 of 89**	The bidder must have a relationship with the proposed cloud for atleast 2 Years	The bidder must have a relationship with the proposed cloud ~~for atleast 2 Years~~	No Change, As per RFP
118	**Section VI - Prequalification for MSP - S.No. 7**	**Page No. 55 of 89**	The Bidder should have an office locally present in National Capital Region. **Documentary proof to be submitted:** Rental Agreement or GSTN Certificate	This clause limits the participation of experienced and capable firms from across the country, who have a strong track record in the cloud MSP business. To encourage wider participation while ensuring compliance with project requirements, we sincerely request your kind consideration to allow an undertaking for setting up an office and to amend the clause as follows: The Bidder should have an office locally present in National Capital Region. **Documentary proof to be submitted**: Rental Agreement or GSTN Certificate **or an undertaking for opening a office in NCR region within 60 Days of receiving Wok-Order.**	No Change, As per RFP

119	**Section III: General Conditions of Contract (GCC) - 4.5 (e)**	Page No. 25 of 89	The Contractor shall be solely responsible for any damage, loss or injury which may occur to any property or to any person by or arising out the execution of the works or temporary works or in carrying out of the contract otherwise than due to the matters referred to in this agreement hereinbefore. The contractor would ensure for observance of all labour and other laws applicable in the matter and shall indemnify and keep indemnified the National Dam Safety Authority , end users/ its customers against the effect of non- observance of any such laws.	Request to kindly modify the clause as below: "The Contractor shall be solely responsible for any **direct** damage, loss or injury which may occur to any property or to any person by or arising out the execution of the works or temporary works or in carrying out of the contract otherwise than due to the matters referred to in this agreement hereinbefore. The contractor would ensure for observance of all labour and other laws applicable in the matter and shall indemnify and keep indemnified the National Dam Safety Authority, ~~end users/ its customers~~ against the **direct** effect of non- observance of any such laws."	No Change, As per RFP
120	**Section IV – Scope of Work – S.No. 53**	Page No. 54 of 89		Request to kindly cap the total aggregate SLA to 5% of monthly fee	Refer revised RFP.
121	**From 11 - Non-Disclosure Agreement - Point No. 11**	Page No. 88 of 89	That in case of any dispute or differences, breach & violation relating to the terms of this agreement, the said matter or dispute, difference shall be referred to Chairman, NDSA for his decision in this regard. The decision of the Chairman, NDSA will be final and binding on both the parties.	Request to delete the clause as the same is in contradiction to GCC clause wherein arbitration clause is mentioned for dispute resolution	Agreed. The clause stands deleted.
122	**From 11 - Non-Disclosure Agreement - Point No. 14**	Page No. 89 of 89	This Agreement will remain in effect during the currency of agreement & shall survive even after expiry of the agreement or project	Request to kindly modify the clause as below: "This Agreement will remain in effect during the currency of agreement & shall survive even **for a period of 1 year** after expiry of the agreement or project	Non-Disclosure agreement shall remain valid indefinitely.
123	**Section VI - Prequalification for MSP - S.No. 10**	Page No. 56 of 89	Bidder to provide OEM authorization letter/ Manufacturers Authorization Certificate from the MeitY Empanelled OEM quoting this tender reference number, date and due date of opening along with the bid.	Kindly consider "One CSP can issue MAF to only one MSP"	Clause updated as: Bidder to provide CSP authorization letter from the MeitY Empanelled CSP quoting this tender reference number, date and due date of opening, along with the bid. Document required: CSP Authorization Certificate with empanelment confirmation from MeitY

124	Section IV - Scope of Work - S.No. 53	Page No. 41,42 of 89	The selected bidder shall indemnify the National Dam Safety Authority, End-users, departments against all third party claims of infringement of patent, trademark, copyright or industrial design rights arising from the use of the supplied items and related services or any part thereof. National Dam Safety Authority, End-users/ departments shall also stand indemnified from any claims that the bidder's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders. National Dam Safety Authority /End-users/ departments also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the bidder's manpower while discharging their duty towards fulfilment of the rate contract and purchase orders. The bidder shall be solely responsible for any damage, loss or injury which may occur to any property or to any person by or arising out of the execution of the works or temporary works or in carrying out of the contract otherwise than due to the matters referred to in this agreement hereinbefore. The bidder would ensure observance of all labour and other laws applicable in the matter and shall indemnify the National Dam Safety Authority, end users/ its customers against the effect of non-observance of any such laws.	Request you to kindly modify the clause as below: " The selected bidder shall indemnify the National Dam Safety Authority, End-users, departments against all **direct** third-party claims of infringement of patent, trademark, copyright or industrial design rights arising from the use of the supplied items and related services or any part thereof. National Dam Safety Authority, ~~End-users/ departments~~ shall also stand indemnified from any claims that the bidder's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders. National Dam Safety Authority /End-users/ departments also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the bidder's manpower while discharging their duty towards fulfilment of the rate contract and purchase orders. The bidder shall be solely responsible for any **direct** damage, loss or injury which may occur to any property or to any person by or arising out of the execution of the works or temporary works or in carrying out of the contract otherwise than due to the matters referred to in this agreement hereinbefore. The bidder would ensure observance of all labour and other laws applicable in the matter and shall indemnify the National Dam Safety Authority, ~~end users/ its customers~~ against the effect of non-observance of any such laws.	No Change, As per RFP
125				Can CSP-authorized partners participate in this bid?	As per RFP

Revised document follows:

Tender for Procurement of Cloud Service from Meity Empanelled Vendor

National Dam Safety Authority
Ministry of Jal Shakti
Department of Water Resources, River Development and Ganga Rejuvenation

Sewa Bhawan, Sector-1, R.K Puram
New Delhi, 110066

Contents

Section I: Notice Inviting Tender (NIT)

National Dam Safety Authority (NDSA) is a statutory body under Ministry of Jal Shakti, DoWR, RD & GR established under the Dam Safety Act, 2021. NDSA invites proposals (hereinafter referred as the 'bid(s)') for entering into a Contract for "Procurement of Cloud Service from Meity Empanelled Vendors through Government e-Marketplace (GeM)".

1. The Tender

    1.1. Bidders must read the complete 'Tender Document'. This NIT is an integral part of the Tender Document and serves a limited purpose of invitation. Bidders must go through the complete Tender Document for details before submission of their Bids.
    1.2. Clarifications: A Prospective Bidder requiring any clarification regarding the Tender Document may do so using GeM Portal. NDSA may respond to the relevant queries only.

2. Eligibility and Qualification Criteria for Participation in this Tender

    Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria' as provided in this tender.

3. Submission of Bids

    3.1. Bids must be uploaded by Bidder on GeM portal till the deadline for submission mentioned on GeM Portal. Bidder must comply with the conditions of the GeM Portal.,

    3.2. Bidder must submit the bid complete in all respect; in the absence of which bid may be rejected.

4. Bid Opening

    Bids received shall be opened online at the specified date and time mentioned on GeM Portal.

5. Disclaimers and Rights of NDSA

    The issue of the Tender Document does not imply that NDSA is bound to select bid(s), and it reserves the right, without assigning any reason, to:

a) reject any or all of the Bids, or
b) cancel the tender process at any stage; or
c) abandon the procurement of Services; or
d) issue another tender for identical or similar Services

(Pankaj Sinha)
Under Secretary (Admn. & Finance)
National Dam Safety Authority

Section II: Instructions to Bidders (ITB)

1. National Dam Safety Authority - Rights and Disclaimers
1.1. National Dam Safety Authority

National Dam Safety Authority is a statutory body under the Ministry of Jal Shakti, Department of Water Resources, River Development and Ganga Rejuvenation, Government of India. Bids are to be addressed to the Under Secretary (Admn. & Finance), National Dam Safety Authority. The Tender Inviting Authority or its representative is the designated officer for uploading and clarifying this Tender Document.

1.2. Right to Intellectual Property

The Tender Document and associated correspondence shall always remain the property of the National Dam Safety Authority (NDSA).

1.3. Right to Reject any or all Bids

The National Dam Safety Authority reserves its right to accept or reject any or all Bids abandon/ cancel the Tender process at any stage, and issue another tender for the same or similar service at any time before the award of the contract. It would incur no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

1.4. Disclaimers
    1.4.1. Regarding Purpose of the Tender Document

    The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

    1.4.2. Regarding Documents/ guidelines

    The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the National Dam Safety Authority.

    1.4.3. Regarding Information Provided
    Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document. Similar terms apply to information provided in a documentary or any other form, directly or indirectly, by the National Dam Safety Authority or any of its authorized employees or its associated agencies.

1.4.4. Regarding Tender Document

a) The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, and analysis, check the information's accuracy, reliability, and completeness, and may obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The National Dam Safety Authority, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

b) The National Dam Safety Authority, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise/ incurred/ suffered howsoever caused to any person, including any Bidder on such account.

2. Bidders

Subject to provisions in the following clauses in this section and provisions in Tender Document, this invitation for Bids is open to all bidders who fulfil the 'Eligibility Criteria' and 'Qualification Criteria' stipulated in the Tender Document.

3. Bid Prices, Taxes and Duties

3.1. Bid Prices
3.1.1. Competitive and Independent Prices

a. The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
  I.   those prices; or
  II. the intention to submit an offer; or
  III. the methods or factors used to calculate the prices offered.

b. The prices should neither knowingly nor unknowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

3.1.2. Price Schedule

a. Bidders are required to quote value of each line item on GeM portal in Financial Bid (BoQ-PS) uploaded by National Dam Safety Authority. In case of any discrepancy between rates mentioned in figures and words, the latter shall prevail. In case of any arithmetic mistake committed by bidder in Financial bid (BoQ-PS), National Dam Safety Authority reserves the right to correct the same by taking unit price quoted by the bidder and quantities specified in Tender by National Dam Safety Authority .
b. Bidders shall fill in their rates other than zero value. Bid will be liable to be rejected if bidder has filled Rs. 0 (zero) for any line item.
c. The quoted unit price shall be considered to include all relevant financial implications.

3.1.3. Currencies of Bid and Payment

The currency of bid and payment shall only be Indian Rupees. All payments shall also be made in Indian Rupees only.

3.1.4. Non-compliance

Tenders, where prices are quoted in any other way, may be rejected as non-responsive.

3.2 Firm Price

Prices quoted by Bidder shall remain firm and fixed during the currency of the contract and there shall be no variation on higher side on any account.

3.3 Goods and Services Tax (GST)

1. Bidders should ensure that they are GST compliant. Bidder should be registered under GST and should furnish GSTIN and GST Registration Certificate in their bids.

2. Bidder/Contractor undertakes that in case of any non-compliance by the Bidder(s) of the GST provisions which results in blockage/reversal of any input tax credit to National Dam Safety Authority, Bidder/Contractor shall be liable to indemnify the National Dam Safety Authority any such loss of input credit including interest, penalty and all incidental expenses incurred by National Dam Safety Authority. Such indemnification may also be by way of invocation of any security deposit, deduction from any payment that National Dam Safety Authority has to make to the Bidder/ Contractor, as per the discretion of the National Dam Safety Authority.

3. Bidder/ Contractor undertakes to raise invoice within 10 days from date when the right to raise invoice and demand for payment accrues as per the contract terms. In case invoice is raised and submitted before the due date; then National Dam Safety Authority reserves the right to return such invoice(s) to the Bidder/Contractor. In such a situation Bidder/ contractor would be required to raise fresh invoice as per the contract terms.

4. If the Bidder/ contractor fails to adhere the terms & conditions of the contract and National Dam Safety Authority deducts Liquidated Damages and/or SLA penalties for the same; then in such a case, National Dam Safety Authority will charge GST over and above the Liquidated Damages and/or SLA penalties, as the case may be; and same shall be recovered from the Bidder/ contractor. This may vary depending on the position of law on the date when such deduction is made.

5. Along with the invoice, Bidder/ Contractor would be required to submit relevant documentary evidence to the effect that invoice submitted was issued either through e-Invoice system of GST or has been updated on GST portal using Invoice Furnishing Facility (IFF).

6. In case, any GST liability is required to be borne by National Dam Safety Authority in future, which was the responsibility of the Bidder/Contractor, then the same shall be claimed from the Bidder/Contractor by way of raising debit notes.

7. National Dam Safety Authority reserves the right to ask the Bidder/ Contractor to submit relevant documents to ensure that they are GST compliant and in such a case Bidder/Contractor shall forthwith provide all such documents as may be required by National Dam Safety Authority.

4. Preparation of Bids
   4.1. The bid
      4.1.1. Language of the bid

      The bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the National Dam Safety Authority shall be written in English. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

      4.1.2. Local Conditions and Factors

      Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant

places. On such matters, the National Dam Safety Authority shall have no responsibility and shall not entertain any request from the bidders in these regards.

4.1.3. Cost of Bidding

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, uploading, downloading, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the National Dam Safety Authority may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the National Dam Safety Authority shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender Process.

4.1.4. Interpretation of Provisions of the Tender Document

The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions other than from such context or other contrived or in between-the-lines interpretation is unacceptable.

4.1.5. Alternative Bids not allowed

Conditional offers, alternative offers, multiple bids by a bidder shall not be considered. The GeM Portal shall permit only one bid to be uploaded.

4.2. Documents comprising the bid
4.2.1. Technical bid

"Technical Bid" shall include inter-alia the original or scanned copies of duly inked signed or digitally signed copies of the following documents in .pdf format. The .pdf documents should not be password protected. No price details should be given or hinted in the Technical bid. In case the bidder provides any price details in technical bid, their bid shall be liable to rejection. The indicative checklist for bidders is tabulated below:

S. No.	Documents submitted, duly filled, signed	
	(To be submitted as part of Technical bid-on Company Letter-head) Bidder's Name [Address and Contact Details] Bidder's Reference No. Date………. Tender Document No. Tender No./ xxxx;	
1.	Form 1 - Bid Form (to serve as covering letter and declarations applicable for both the technical bid and Financial bid)	
2.	Form 2 - Bidder Information along with Board Resolution/Power of attorney of authorized signatories on stamp paper and Registration Certificates etc.	
2a	Self-attested copy of Registration certificates etc. of the Bidding firm	
2b	Self-attested copy of PAN	
2c	Self-attested copy of GST registration Certificate	
2d	Self-attested copy of Power of Attorney, etc. authorizing signatories on stamp paper to sign the bid	
3.	Form 3 - Eligibility Declarations, along with supporting documents	
3a	Self-attested copy of Registration certificate for bidders' subcontractors from restricted neighbouring countries, if any	
4.	Form 4 : Bill of Quantity – Compliance	
5.	Form 5 : Scope of Work – Compliance	
6.	Relevant documents like technical data, literature, datasheets, drawings, and other relevant proposal/bid documents.	
7.	Form 6: Qualification Criteria – Compliance	
8.	Documents Attached supporting the compliance to qualification criteria of Bidder and its OEM	
9.	Form 7: Experience Statement	
10.	Documents/ contracts supporting the experience statement	
11.	Form 8: Terms and Condition compliance	
12.	Form 9: Documents relating to Bid Security	
13.	Form 10: Bank Guarantee, if tender is awarded	
14.	Form 11: Non-disclosure agreement, if tender is awarded	
	(Signature with date) …………………….. (Name and designation) Duly authorized to sign bid for and on behalf of……………………. [name & address of Bidder and seal of company] Dated…………………….. Place……………………………………	

Note to Bidders: This check-list is merely to help the bidders to prepare their

bids, it does not over-ride or modify the requirement of the tender. Bidders must do their own due diligence also.

4.2.2. Financial bid

"Financial bid" shall comprise the Price Schedule considering all financially relevant details, including Taxes and Duties as per Financial Bid (BoQ-PS) Proforma.

4.3. Bid Validity

1. 'Bidding Duration' will be time duration for submission of bid/offer by the bidders on GeM (From Tender Publish date): 21 days.

2. 'Bid Offer Validity' (From End date of bid): 120 Days.

3. The 'Bidding Duration' and 'Bid Offer Validity' date may be extended by National Dam Safety Authority and same shall be acceptable to the bidder.

   During the extended period of 'Bidding duration', the bidders may change/ modify their offer/ bid.

   During the extended period of 'Bid Offer Validity' (i.e. within the permissible limits on the GeM), the bidder cannot change/ modify their offer/ bid on their own.

4.4. Bid Security - Related Documents

An EMD of Rs 3,00,000/- (Rupees Three Lakhs) shall be submitted by the bidder. If seeking exemption, the bidder shall furnish following supporting documents: -

1. All Bidders shall furnish/ upload a Bid Securing Declaration (BSD) as Form 9 along with its Technical bid. The BSD is required to protect the National Dam Safety Authority against the risk of the Bidder's unwarranted conduct as amplified under the sub-clause below.

2. The BSD provides for automatic suspension of the Bidder from being eligible for bidding in any tender in National Dam Safety Authority for 2 years from the date of such enforcement and this declaration shall stand enforced if Bidder breaches the following obligation(s) under the tender conditions:

a. Withdraws or amends his bid, or impairs or derogates from the bid in any respect within the period of validity of its bid; or

b. After having been notified within the period of bid validity of the acceptance of his bid by the National Dam Safety Authority: refuses to or fails to submit the original documents for scrutiny and/or the required Performance Security within the stipulated time as per the conditions of the Tender Document.

3. Unsuccessful Bidders' Bid-Securing Declaration shall expire, if the contract is not awarded to them, upon:
   a. receipt by Bidder of the National Dam Safety Authority's notification of cancellation of the entire tender process or rejection of all bids or
   b. declaration/ publishing of the name of the successful bidder or
   c. forty-five days after the expiration of the bid validity (including any extension thereof).

4. The bid-Securing Declaration of the successful bidder shall stand expired only when Bidder has furnished the required Performance Security.

4.5. Non-compliance with these provisions

Bids are liable to be rejected as non-responsive if a Bidder:

   a. fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
   b. furnishes wrong and/ or misguiding data, statement(s) etc. In such a situation, besides rejection of the bid as non-responsive, National Dam Safety Authority will also enforce Bid Security Declaration.

5. Bid Opening

The date & time of the opening bid is as stipulated on GeM Portal.

6. Evaluation of Bids and Award of Contract

   6.1. General norms
   6.1.1. Evaluation based only on declared criteria.

   The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its bid and other allied information deemed appropriate by the National Dam Safety Authority. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document.

6.1.2. Minor Infirmity

a. In case of any minor infirmity in the bid document of bidder, the decision of the National Dam Safety Authority shall be final in this regard.

b. Wherever necessary, National Dam Safety Authority shall convey its observation to Bidder through GeM portal by asking Bidder to respond by a specified date. If the Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as non-responsive.

6.1.3. Clarification of Bids and shortfall documents

a. During the evaluation of Technical or Financial Bids, the National Dam Safety Authority may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid within 4 days. The request for clarification shall be submitted on GeM Portal and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.
b. The National Dam Safety Authority may ask for original documents of uploaded scanned copies. If any substantive discrepancy is found between the original and scanned uploaded copies, then the bid shall be liable to be rejected as non-responsive and the National Dam Safety Authority may enforce Bid Security declaration.
c. The National Dam Safety Authority reserves the right to, but without any obligation to do so, seek any shortfall information/ documents. For this, there is a provision on the portal for requesting Short-fall documents from the bidders and the system allows taking the shortfall documents from any bidders as per GeM procedure after the technical bid opening.

6.1.4. Contacting National Dam Safety Authority during the evaluation

From the time of bid submission to awarding the contract, no Bidder shall contact the National Dam Safety Authority on any matter relating to the submitted bid. If a Bidder needs to contact the National Dam Safety Authority for any reason relating to this tender and/or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the National Dam Safety Authority, during the processing of bids, evaluation, bid comparison or award of decisions, shall be construed as a violation and bid shall be liable to be rejected as non-responsive in addition to enforcement of Bid Security declaration.

6.2. Evaluation of Bids

This Tender Process comprises of two Bid systems i.e. Technical and Financial Bid. Initially, only the technical bids shall be opened on the stipulated date of

opening of bids. After that, the technical bids' evaluation shall be done to ascertain whether and how many bids are meeting the eligibility, qualification criteria and technical aspects. Opening of financial bids and their evaluation will be done in respect of only those bids whose technical bid are declared successful after the evaluation process.

6.3. Technical Evaluation

Only substantively responsive bids shall be evaluated for technical evaluation. In evaluating the technical bid, conformity to the eligibility and qualification criteria, technical specifications of the offered Service and Services in comparison to those specified in the Tender Document will be ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated there-in. Bids with deviations shall be rejected as non-responsive. National Dam Safety Authority reserves its right to consider and allow minor infirmity in technical Conditions.

6.3.1. Evaluation of eligibility & qualification criteria

National Dam Safety Authority shall determine, to its satisfaction, whether the Bidders are eligible as per NIT to participate in the Tender Process as per submission in the checklist submission. Bids that do not meet the required eligibility criteria prescribed shall be rejected as nonresponsive.

6.3.2. Evaluation of Conformity to Bill of Quantity and Technical Specifications and other parameters specified in Tender document

The Technical Evaluation Committee (TEC) will shortlist Technical Bids on the basis of technical solution, conformity of technical specifications, parameters, and features offered vis-à-vis tendered specifications requirements, etc. If required, the short-listed bidders may be asked for a detailed technical presentation, discussion on the solution and items offered in the bid. Further, TEC may ask the bidder to bring any selected items, sub items of their quoted items for technical evaluation at National Dam Safety Authority or any other location decided by TEC in specified time limit. In case, bidder fails to bring their quoted items within the stipulated time, for whatever reasons, their bid will not be considered for further evaluation. It is bidder's responsibility to showcase the desired parameters quoted in the bid by bidder. To do this, if the bidder has to bring different tools, it will be the responsibility of the bidder to arrange them at no cost to National Dam Safety Authority.

6.3.3. Declaration of Technically Successful Bidders and Opening of their Financial Bids

Bids that succeed in the technical evaluation shall be considered for financial evaluation. The list of such technically successful bidders and the date and time for the opening of their financial bids shall be declared on the GeM Portal.

6.4. Evaluation of Financial Bids

a. Evaluation of the financial bids shall be done on the price criteria only. Financial Bids of all technically qualified bids will be evaluated.

b. The work will be awarded to the bidder with the highest final score achieved in QCBS (Quality and Cost Based Selection).

c. The comparison of the responsive Bids shall be done on final score achieved in QCBS, as per the criteria mentioned in Section VI of this document.

d. Bidders must submit Price Breakup {Financial Bid (BoQ-PS)} sheet during Bid submission process {Financial Bid (BoQ-PS)} to National Dam Safety Authority.

e. Price Negotiation: National Dam Safety Authority reserves its right to negotiate with the lowest acceptable bidder (L-1) which is declared techno-commercially eligible for supplying items and services.

7. Award of Contract

7.1. The National Dam Safety Authority (NDSA)'s rights: Right to vary Quantities

   i. During the Contract period, NDSA reserves the right to increase or decrease the quantity of items & services originally stipulated in Section-V (Bill of Quantity cum Price Schedule), without any change of unit price as well as terms and conditions of the bid for purchase. There will be no limit to decrease the quantity to any value/ numbers. However, there will be limit to increase the quantity up to three (03) times the value of contract. The Purchase Order(s) of required quantities may be issued on year and/or for any period for which items & services are required, as per requirement of NDSA.
   Initially, the indicative list of items and services and their estimated quantity (ies) which may be procured by NDSA is tabulated in Section-V (BoQ-PS) (The actual utilisation may be more or less than the indicative units). The number of VMs may also be increased or decreased as per the requirement, initially as well as during the currency of the contract. Further, the configuration of the VMs may also be utilized as per requirement.
   Accordingly, the bidders may quote the prices of items and services. The BoQ represents no commitment towards usage as per BoQ (Section-V)

and NDSA has the right to leverage services as per requirements. Invoicing will be done as per actual usage.

ii. The successful bidder/ Contractor shall sign the Non-Disclosure Agreement as:

a. The Successful Bidder/ Contractor shall sign a Non-Disclosure Agreement (NDA) with National Dam Safety Authority as per Form 11 and submit the same within 15 days from the date of issue of contract.

b. The successful bidder shall also sign a Non-Disclosure Agreement with employees who are deployed in this project during implementation and operations.

c. The Successful Bidder/ Contractor shall ensure that all persons, employees, workers and other individuals engaged by Bidder in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Bidder unless such person is found to be suitable in such verification and Bidder shall retain the records of such verification and shall produce the same as when requested by National Dam Safety Authority. It may also, if required, go for verification of manpower of contractor engaged for this project from government agencies.

7.2. Issuance of Contract

7.2.1. Selection of Successful Bidder

The National Dam Safety Authority shall award the contract to the bidder with the highest final score achieved in QCBS (Quality and Cost Based Selection), if it's final price is found to be reasonable, as per evaluation criteria detailed in the Tender Document. National Dam Safety Authority reserves the right to reject any bidder at any stage without citing any reason. The decision of National Dam Safety Authority shall be deemed final.

7.2.2. Performance Security

Within 15 days of issuance of contract through GeM Portal, performance Security shall be submitted by the successful bidder to the National Dam Safety Authority and if it fails to do so within the specified period, it shall be lawful for the National Dam Safety Authority, at its discretion, to annul the award and enforce Bid Securing Declaration.

7.2.3. Publication of Tender Result

The name and address of the successful Bidder receiving the contract shall be published in the GeM Portal and notice board/ bulletin/ website of the National Dam Safety Authority.

Section III: General Conditions of Contract (GCC)

1. General
1.1. Tenets of Interpretation

Unless where the context requires otherwise, throughout the contract:

a. The heading of these conditions shall not affect the interpretation or construction thereof.
b. Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication.
c. Words in the singular include the plural and vice versa.
d. Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
e. Any reference to 'Item' and 'Service' shall be deemed to include the complete work i.e. installation, testing, training, commissioning, acceptance, operation and maintenance.
f. Any reference to 'Contract' shall be deemed to include all other documents as described in GCC - Clause 2.4.
g. Any reference to any Act, Government Policies or orders shall be deemed to include all Amendments to such instruments, from time to time.

1.2. Definitions

In the contract, unless the context otherwise requires:

1. "bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to supply items, services or execution of works made as per the terms and conditions set out in a document inviting such offers.
2. "Bidder" (including the term 'Bidder', 'Successful Bidder', 'Contractor', 'System Integrator', 'Service provider' in specific contexts) means any person or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a Tender Process.
3. "Bill of Quantities" (including the term Financial Bid (BOQ-PS)) means the financial sheet and complete Bill of Quantities forming part of the bid.
4. "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.
5. "Contract" means and includes 'Contract issued from GeM Portal', 'Purchase Order', 'Supply Order', 'Withdrawal Order', 'Work Order', 'Agreement', 'Repeat order' accepted, acted upon by the contractor or any amendment thereof, a 'formal agreement', under specific contexts.

6. "Bidder, Contractor, Successful Bidder" (including the terms 'Supplier', 'Service Provider', 'System Integrator', 'Firm' 'Vendor', 'Bidder' under specific context) means the person, firm, company, with whom the contract is entered into and shall be deemed to include the contractor's successors (which is/are approved by the National Dam Safety Authority), representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract.

7. "Day", "Month", "Year" shall mean calendar day, month, and year (unless reference to financial year is clear from the context).

8. "General Conditions" mean the General Conditions of Contract, also referred to as GCC.

9. "Service"/ "Services" (including the terms items, service, Services in specific contexts): Any reference to item, service shall be deemed to include specific services that are Installation, Commissioning, Training, Testing, Acceptance and Maintenance etc.

10. "Government" means the Central Government or a State Government as the case may be and includes Autonomous Bodies, agencies and Public Sector Enterprises under it, in specific contexts.

11. "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the Service or services or works, and comparing the same with the specified requirement to determine conformity.

12. "Parties": The parties to the contract are the "Contractor" and the National Dam Safety Authority, as defined in this clause.

13. "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the contract.

14. "Procurement" (or 'Purchase', or 'Government Procurement/ Purchase') means the acquisition of Service/ Services/ works by way of purchase, either using public funds or any other source of funds (e.g. grant etc.) of Service, works or services or any combination thereof, by National Dam Safety Authority . The term "procure"/ "procured" or "purchase"/ "purchased" shall be construed accordingly.

15. "Procurement Officer" means the officer dealing the project, issuing the Tender Document, Purchase order from GeM and/or signing the contract etc. on behalf of the National Dam Safety Authority.

16. "Specification", "Technical Specification" means the drawing, document, standard, Datasheets or any other details governing the supply of Service, performance of services that prescribes the requirement to which Service(s) have to conform as per the contract.

17. "Signed" means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof.

18. "Tender/ "Tender Document"/ "Tender Enquiry" or "Tender Process": 'Tender Process' is the whole process from the publishing of the Tender Document till the resultant award of the contract. 'Tender Document' means the document (including all its sections, appendices, forms, formats, etc.) published by the National Dam Safety Authority on GeM Portal to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as "Tender" or "Tender Enquiry", which would be clear from context without ambiguity.

19. "Tender No./ xxxx" refers to the GeM Bid Number, Bidders should add this number same as GeM Bid Number in all documentation pertaining to this tender.

20. "GeM Portal"; (includes e procurement) Government e Marketplace website on which this tender will be hosted and other tender related activities will be performed.

2. The Contract
   2.1. Language of Contract

   The contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

   2.2. The Entire Agreement

   The Contract to be issued on GeM portal and its related documents constitutes the entire agreement between the National Dam Safety Authority and the contractor.

   2.3. Severability

   If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

   2.4. Contract Documents

   The following conditions and documents shall be considered to be an integral part of the contract, irrespective of whether these are appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

   a. Contract issued on GeM Portal.
   b. Valid and authorized Amendments issued to the contract.
   c. Final written submissions made by the contractor during negotiations, if any.

d. GeM (GTC i.e. General Terms and Conditions)
e. GeM (STC i.e. Special Terms & Conditions & ATC i.e. Additional Terms & Conditions), if any
f. The contractor's bid;
g. Forms and Formats signed and submitted by bidder
h. Non-Disclosure Agreement (NDA)
i. Modifications/ Amendments, Waivers and Forbearances
j. Tender Document and its amendment/Corrigendum

2.4.1. Modifications/ Amendments of Contract

a. If any of the contract provisions must be modified after the contract is issued, the modifications shall be made in writing and signed by National Dam Safety Authority , and no modified provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by the National Dam Safety Authority. Requests for changes and modifications may be submitted in writing by the contractor to the National Dam Safety Authority. At any time during the currency of the contract, the National Dam Safety Authority may suo-moto or, on request from the contractor, by written order, amend the contract by making alterations and modifications within the general scope of the Contract.

b. If the contractor does not agree to the suo-moto modifications/ amendments made by the National Dam Safety Authority, he shall convey his views within 10 days from the date of amendment/ modification conveyed. Otherwise, it shall be assumed that the contractor has consented to the amendment.

c. Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the National Dam Safety Authority unless and until the same is incorporated in a formal instrument and signed by the National Dam Safety Authority, and till then the National Dam Safety Authority shall have the right to repudiate such arrangements.

2.4.2. Waivers and Forbearances

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

a. Any waiver of National Dam Safety Authority's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the National Dam Safety Authority

India granting such waiver and must specify the terms under which the waiver is being granted.

b. No relaxation, forbearance, delay, or indulgence by National Dam Safety Authority in enforcing any of the terms and conditions of this Contract or granting of an extension of time by National Dam Safety Authority to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of National Dam Safety Authority under this Contract, neither shall any waiver by National Dam Safety Authority of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

3. Governing Laws and Jurisdiction

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

3.2. Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Contract/ Purchase Order or the contract Agreement has been issued. The courts of such a place (i.e. New Delhi) shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

4. Contractor's Obligations and restrictions on its Rights

4.1. Changes in Constitution/ financial stakes/ responsibilities of a Contractor's Business

The Contractor must proactively keep the National Dam Safety Authority informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.

4.2. Obligation to Maintain Eligibility and Qualifications

The contract shall be awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis, on which the contract was awarded to the contractor, should be pro-actively brought to the notice of the National Dam Safety Authority within 10 days of it coming to the Contractor's knowledge. These changes include but are not restricted to the Change regarding declarations made by it in its bid in Form 3: Eligibility Declaration.

4.3. Consequences of a breach of Obligations

Should the contractor commit a default or breach of GCC - clause 4.1 to 4.7, the Contractor shall remedy such breaches within 21 days, keeping National Dam

Safety Authority informed. However, at its discretion, the National Dam Safety Authority shall be entitled, and it shall be lawful on its part, to treat it as a breach of contract and avail any or all remedies there under. The decision of the National Dam Safety Authority as to any matter or thing concerning or arising out of GCC-clause 4.1 to 4.7 or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.

4.4. Assignment and Sub-contracting

a. The contractor shall not sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.
b. The contractor shall take prior permission in writing from National Dam Safety Authority for any sub-contracting that contractor wish to enter into for limited Works.
c. If the Contractor sublets or assigns this contract or any part thereof without such permission, the National Dam Safety Authority shall be entitled, and it shall be lawful on its part, to treat it as a breach of contract and avail any or all remedies thereunder.

4.5. Indemnities for breach of IPR Rights or from other issues

a. The contractor shall indemnify and hold harmless, free of costs, the National Dam Safety Authority and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the services provided by the contractor.
b. If any proceedings are brought, or any claim is made against the National Dam Safety Authority arising out of the matters referred to above, the National Dam Safety Authority shall promptly give the contractor a notice thereof. The contractor may conduct, at its own expense and in National Dam Safety Authority's name, such proceedings and negotiations to settle any such proceedings or claim, keeping National Dam Safety Authority informed.
c. If the contractor fails to notify the National Dam Safety Authority within 30 days after receiving such notice that it intends to conduct any such proceedings or claim, then the National Dam Safety Authority shall be free to conduct the same on its behalf at the risk and cost to the contractor.
d. At the contractor's request, the National Dam Safety Authority shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in doing so.

e. The Contractor shall be solely responsible for any damage, loss or injury which may occur to any property or to any person by or arising out of the execution of the works or temporary works or in carrying out of the contract otherwise than due to the matters referred to in this agreement hereinbefore. The contractor would ensure for observance of all labour and other laws applicable in the matter and shall indemnify and keep indemnified the National Dam Safety Authority, end users/ its customers against the effect of non- observance of any such laws.

4.6. Confidentiality and IPR Rights

4.6.1. IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the National Dam Safety Authority and must not be shared with third parties or reproduced, whether in whole or part, without the National Dam Safety Authority's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the National Dam Safety Authority, together with a detailed inventory thereof.

4.6.2. Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the National Dam Safety Authority to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the National Dam Safety Authority and without the prior written consent of National Dam Safety Authority , shall neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the National Dam Safety Authority, all copies of all such information in original shall be returned to National Dam Safety Authority on completion of the contractor's performance and obligations under this contract.

4.6.3. Obligations of the contractor

1. Without the National Dam Safety Authority's prior written consent, the contractor shall not use the information mentioned above, except for the sole purpose of performing this contract.
2. The contractor shall treat and mark all information as confidential and shall not, without the written consent of the National Dam Safety

Authority , divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance in this contract.

3. Notwithstanding the above, the contractor may furnish to its holding company such documents, data, and other information it receives from the National Dam Safety Authority to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company an undertaking of confidentiality similar to that imposed on the contractor under the above clauses.

4. The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
    a. now or hereafter is or enters the public domain through no fault of Contractor.
    b. can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the National Dam Safety Authority; or
    c. Otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.

5. The above provisions shall not, in any way, modify any undertaking of confidentiality given by the contractor before the date of the contract, in respect of the contract/ the Tender Document or any part thereof.

6. The provisions of this clause shall survive completion or termination for whatever reason of the contract.

4.7. Performance Bond/ Security

1. The successful bidder shall submit a Performance Security of 5% of total value of the final accepted financial bid (BoQ-PC) within 15 days from the date of issuance of contract. The Performance Security should be valid for a minimum period of 2 months after the completion of contract. The Performance security shall be submitted in one of the following forms:

    a. The Performance Security will be in from of e-PBG.

1.	Beneficiary Name & Address	PAO, DoWR, RD & GR, Shastri Bhawan, New Delhi - 110001
2.	Bank Name	State Bank of India
3.	Bank Branch & Address	Sansad Marg, New Delhi - 110001

    b. Bank Guarantee should be issued by a scheduled commercial bank in India in the prescribed form provided in Tender as Annexure.
    c. This Performance Bank Guarantee will be liable for further extension by the bidder to cover full contract period.
    d. All Bank Guarantees shall have minimum six months of claim period

2. If the contractor, having been called upon by the National Dam Safety Authority to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the National Dam Safety Authority at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action.
   a. If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the National Dam Safety Authority at its discretion to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or
   b. without terminating the Contract:
      recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract, any other contract with the National Dam Safety Authority , treat it as a breach of contract and avail any or all contractual remedies provided for breaches, default.
3. Contractor needs to extend the validity of Performance Security as and when asked by National Dam Safety Authority due to extension of project timelines or if any other valid reason.
4. In the event of any amendment issued to the contract, the contractor shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within fourteen days of issue of the amendment.
5. The National Dam Safety Authority shall be entitled, and it shall be lawful on his part, to deduct from the performance securities or to forfeit the said security in whole or in part in the event of: any default, failure, neglect on the part of the contractor in the fulfilment or performance in all respect of the contract under reference or any other contract with National Dam Safety Authority or any part thereof for any loss or damage recoverable from the contractor which the National Dam Safety Authority may suffer or be put to for reasons of or due to above defaults, failures, neglect.
6. Subject to the sub-clause above, the National Dam Safety Authority shall release the performance security without any interest to the contractor on completing all contractual obligations at the satisfaction of National Dam Safety Authority, including the warranty obligations.
7. No interest will be payable by National Dam Safety Authority on any security deposit, amount forfeited, liquidated damages, SLA penalty, amount withheld any delayed payment by National Dam Safety Authority.

4.8. Permits, Approvals and Licenses

The contractor obtains permits, approvals, and licenses from local public authorities; it shall be the contractor's sole responsibility to obtain these and keep these current and valid.

Section IV: Scope of work

The bidder shall be responsible for following:

1. Bidder (i.e. Cloud Service Provider/ Managed Service Provider) shall be responsible for setting up, installation, configuration, management, upgradation, and migration of hosted websites, database servers. Storage, application servers, applications and smooth exit/ transfer of data, application and server after completion of contract.

2. Proposed Cloud Service Provider by bidder should be Ministry of Electronics and Information Technology (MeitY) Empanelled.

3. Bidder should provide high availability and high throughput enabled virtual machine. The specifications for these virtual machines should be declared in public portal of Cloud Service Provider.

4. Necessary notifications, alerts for auto-provisioning, scaling should be available with Service provider.

5. The bidder shall guarantee 99.5% Uptime of Data Centre including all services taken by National Dam Safety Authority as per Service Level Agreement (SLA).

6. Maintain and manage the required network components for the cloud services. Setup and configure the VMs, storage, Network, Database etc. at DR site meeting RPO (Recovery Point Objective) and RTO (Recovery Time Operations) requirements of National Dam Safety Authority . Service provider shall provide full access to VMs, logs to National Dam Safety Authority for analysis as per Ministry of Electronics and Information Technology (MEITY) Guidelines. RTO is 60 mins and RPO is 15 mins.

7. Bidder/ Service Provider shall not delete any data before or without approval of National Dam Safety Authority during the period of Contract (Contract Period) and will not delete any data after the expiry of Contract without written approval from National Dam Safety Authority. The data to be retained for 30 days from the date of successful migration to the new cloud, to be certified by NDSA.

8. The data should be saved on Cloud in encrypted mode.

9. Bidder/ Service provider shall be responsible for implementation, management and monitoring of DDOS, IPS, IDS and firewall Services.

10. Bidder/ Service provider will implement anti-malware and conduct regular vulnerability scanning and penetration testing of systems and infrastructure. This shall be accomplished twice annually (02) or as per requirement of National Dam Safety Authority. Bidder should share the reports of testing.

11. Bidder/ Service provider shall configure external connections to the hosting infrastructure, required to upload database, files etc. The external connections refer to VPN connections to hosting environment, permission for required APIs etc.

12. Bidder/ Service provider is expected to understand the complete architecture of existing applications and processes, necessary steps for smooth migration of applications and databases including interdependencies between applications and data within 15 days after accepting the PO. Stage testing for migration activity should be provided. Presently, National Dam Safety Authority has hosted its website at local server which will be required to be migrated on the ICT cloud of bidder by the bidder smoothly, meeting tender terms. Further, DHARMA portal of NDSA needs to be migrated and is presently hosted on Cloud with 1 Web server VM, 1 Database server VM, approx. 500 GB Data and Oracle Linux Server 8.9. The RRSSD tool is also hosted on a Cloud with 1 Web Server VM, 1 Database server, approx. 300 GB data and Canonical Ubuntu 22.04. Any time during the course of the contract, other application(s)/ tools etc. may be migrated to NDSA's cloud from other Cloud/ local server etc. The time limit for migration of data, during the validity of contract, is 2 months from the date of order of migration.

13. The Bidder/ Service provider should ensure that whenever the DR is made Active, it should be 100% DC.

14. Bidder/ Service provider shall be responsible for deployment of Security patches on Hardware and Software.

15. Bidder/ Service provider shall proactively renew/ replace/ upgrade/ update all the hardware, software and associated product licenses in the cloud.

16. Bidder/ Service provider will be responsible for all the technology, infrastructure at these sites over the period of the contract.

17. Bidder/ Service provider will be responsible for migrating to cloud and managing the cloud services.

18. Bidder/ Service provider shall be responsible to monitor the cloud services and ensure 99.5 % uptime quarterly of all services as per agreement.

19. Bidder/ Service provider shall be responsible for establishing connectivity between National Dam Safety Authority premises to cloud DC and DR sites. The DC and DR sites shall be in different seismic zone within jurisdiction of India.

20. Bidder/ Service provider shall be responsible for deployment of New Applications on cloud, security administration, planning and implementation of cloud management and monitoring portals for complete infrastructure and services procured.

21. Bidder/ Service provider shall be responsible for monitoring and reporting services.

22. Bidder shall provide one (01) Cloud engineer/ professional on site at National Dam Safety Authority Headquarters till the completion of migration activity of existing cloud, applications etc. on new cloud platform of bidder/ contractor.

23. Bidder/ Service provider shall be responsible for provisioning of scalable storage capacity as per requirements of National Dam Safety Authority and availability of such services as per agreement.

24. The bidder/ service provider should provide a backup solution that supports retention period of minimum 30 days or as desired by the National Dam Safety Authority.

25. Bidder/ Service provider should ensure and meet all standard data formats for data transfer/ portability from cloud to National Dam Safety Authority VMs and vice-versa.

26. Bidder/ Service provider shall provide inter-operability support with regard to APIs and Data Portability.

27. Bidder/ Service provider shall be responsible for security of Facilities, Physical Security of Hardware, Network infrastructure and virtualization Infrastructure.

28. Bidder/ Service provider shall be responsible for any issues related to migration of data from DC to DR, Risk Management and planning.

29. Bidder/ Service provider shall workout migration plan in 15 days for co-existence of non-cloud and cloud architecture during and after the migration period in close coordination with National Dam Safety Authority.

30. Bidder/ Service provider shall provide necessary training to National Dam Safety Authority on management of cloud VMs.

31. Bidder/ Service provider shall provide necessary technical documentations, design documentations, standard Operating Procedures (SOPs) required for operations and management of services.

32. All risk management related to migration, migration plan shall be jointly worked out with National Dam Safety Authority and Cloud Service Provider within 15 days.

33. Bidder/ Service provider shall have provision to provide and support additional VM requirements and related services.

34. The Bidder/ Service provider shall assist National Dam Safety Authority in planning for capacity building to meet growth and peak load assessment at the end of first year, to ensure future requirements of National Dam Safety Authority are addressed.

35. The Bidder/ Service provider shall provide necessary details including sizing, current loads, utilization, expected growth, demand and other details for scale up/ scale down at the end of every year in close coordination with National Dam Safety Authority.

36. Bidder/ Service provider shall be responsible for implementation of tools and processes for monitoring the availability of applications and responding to system troubleshooting.

37. Monitoring of performance, resource utilization and other events such as failure of services, degradation of services, availability of network, storage, Database systems, OS etc.

38. Provide the relevant reports, including real time as well as past data on the dashboard.

39. Bidder/ Service provider shall be responsible for conduct of DR Drills and follow Standard Operating Procedures (SOP) and inform National Dam Safety Authority in advance for such drills conducted twice a year normally, with 15 days' prior notice.

40. There should not be any data loss during backup from DC to DR. All scheduled data backups between DC and DR are designed to be lossless. However, in the case of unforeseen failover events, a maximum RPO of 15 minutes shall apply.

41. The bidder has to provide 24*7*365 support for all the calendar days of year to resolve issues related to cloud infrastructure and services both voice based as well as email based. It should have provision of ticket generation with notifications of ID generated at time of booking complaint and at time of closing of complaint. Open ended complaints/ tickets should be automatically addressed with escalation mechanism.

42. The bidder shall abide by the data protection policies of Govt. of India including IT Act and its amendments carried out by Govt. of India from time to time.

43. The instances should provide/ include the latest Windows Server and Linux Enterprise distribution.

44. After the implementation of exit process, cloud service provider will delete/ remove VMs, contents and data with the approval of National Dam Safety Authority to ensure that data cannot be forensically recovered and intimate compliance thereafter.

45. The Service provider shall train and transfer the knowledge to the replacement agency or National Dam Safety Authority to ensure continuity and performance of services post expiry of Contract.

46. Services Requirements

Item Category	Item Specifications & Configuration	Unit of Measurement
Compute Services - Enterprise Linux OS - Usage - on demand	Linux VM - (Non-Burstable) 16vCPU 64GB RAM (on-demand)	Hourly
	Linux VM - (Non-Burstable) 12vCPU 32GB RAM (on-demand)	Hourly
	Linux VM - (Non-Burstable) 8vCPU 32GB RAM (on-demand)	Hourly
	Linux VM - (Non-Burstable) 6vCPU 24GB RAM (on-demand)	Hourly
	Linux VM - (Non-Burstable) 4vCPU 16GB RAM (on-demand)	Hourly
	Linux VM - (Non-Burstable) 2vCPU 4GB RAM (on-demand)	Hourly
Managed Database - Enterprise MySQL- Usage - on demand	12vCPU 32GB RAM (on-demand)	Hourly
Storage Services	Boot & Application Volume - Block Volume Storage with atleast 6 IOPS/ GB	Per GB /Monthly
	Database Storage - Block Volume Storage with atleast 20 IOPS/ GB	Per GB /Monthly
	Object Storage - Standard with instant access & 1 Million request/month	Per GB /Monthly
	Object Storage – Archive - Quick Data Restoration	Per GB /Monthly
Managed Security Services	Web Application Firewall (WAF) - CSP Native WAF with 1 Million request per month & 10 security policies with 20 rules each	Monthly

	Managed Threat detection service	per VM
	DDOS Protection - DDOS Protection Services for L3/L4 volumetric attack traffic	Monthly
	Vulnerability Scanning Service for complete BOQ - On OS Level, Scan for missing patches, package open ports & CIS compliance	Monthly
	Cloud Hosted NextGen firewall or equivalent to protect Cloud resources and VPN to control traffic to prevent unauthorized access.	Monthly
Network Services	Network/Application (compatible with WAF) Load Balancer - Load Balancers with 300Mbps Bandwidth	Monthly
	Ingress Data - Network Data transfer In per month	TB/ month
	Egress Data - Network Data transfer out per month	TB/ month
	IP Address - Public IP Static	Monthly
	Bastion/ Equivalent Service - Connect to private subnet based cloud resources from Internet for administrators	Monthly
	DNS Service - DNS queries (10 Million)	Monthly
Any other miscellaneous charge #		
Support Services	Managed Services and support (as mentioned in attached SOW) **%** of Total Cloud Cost (A) (e.g. value if entered 25 would be considered 25% of Cloud Cost)	-
Implementation and migration Services	One Time Implementation and migration Services (as mentioned in attached SOW)	One Time

47. Delivery Schedule

Sr.	Parameter	Parameter
1.	Provisioning of cloud landing zone covering foundational services (account setup, cloud, security services, user roles & permissions etc.), compute services, storage services and network connectivity	Within 15 working days from The issuance of PO

1a.	Migration of Application, Database, Data with full functionality in cloud	The time limit for migration, during the validity of contract, is 2 (two) months from the date of order of migration.
2.	Operational acceptance	45 working days after provisioning the Services as mentioned in Sr. No. 1 of this table including migration of all existing VM's and their successful operation.
3.	Operation and maintenance phase	Will start from the date of operational acceptance provided by National Dam Safety Authority.

48. Contract Period

The Contract will be initially for a period of three years from award of contract/ signing of agreement/ letter of Intent, on the terms & conditions of the tender and prices in BoQ-PS, which may be extended further for two more years (one year at a time) on mutual consent on the same terms & conditions of the tender and prices in BoQ-PS. During this period of contract, National Dam Safety Authority will/ may issue the Purchase Order(s) to procure the required items, services, etc. for any period/ duration (which will lie within the contract period) and bidder will be required to supply these items, services, etc. to National Dam Safety Authority meeting the terms of PO(s), contract, tender. National Dam Safety Authority reserves the right to issue the Purchase Order(s) to procure the items, services, etc. during this period of contract.

49. Service Level Agreement (SLA)

49.1.   Measurement and Monitoring

a. The SLA parameters shall be monitored on quarterly basis as per the individual SLA parameter requirements. However, if the performance of the system, services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of National Dam Safety Authority, then National Dam Safety Authority will have the right for termination of the contract or/ and to take services from another bidder/ Service provider, for which the cost will be borne by existing bidder/service provider.
b. The full set of service level reports should be available to National Dam Safety Authority on a quarterly basis or based on the project requirements.
c. The Monitoring Tools play a critical role in monitoring the SLA compliance and hence, will have to be customized accordingly. The Bidder/ Service provider shall make available the Monitoring tools for measuring and monitoring the SLAs. The Bidder/ Service provider may deploy additional tools and develop additional scripts (if required) for capturing the required

data for SLA report generation in automated way. The tools should generate the SLA Monitoring report at the end of every quarter which is to be shared with the National Dam Safety Authority on a quarterly basis. National Dam Safety Authority shall have full access to the Monitoring Tools, portal (and any other tools, solutions deployed for SLA measurement and monitoring) to extract data (raw, intermediate as well as reports) as required during the project. National Dam Safety Authority may also audit the tool and the scripts on a regular basis.

d. The measurement methodology, criteria, logic, etc. will be reviewed by National Dam Safety Authority.

e. In case of default on any of the service level metric, the Bidder/ Service provider shall submit performance improvement plan along with the root cause analysis for National Dam Safety Authority's approval.

49.2.   Periodic Reviews

a. During the contract period, it is envisaged that there could be changes to the SLA, in terms of measurement methodology, logic, criteria, addition, alteration, and deletion of certain parameters, based on mutual consent of both the parties, i.e. National Dam Safety Authority and Bidder/ Service provider.

b. National Dam Safety Authority and Bidder/ Service provider shall each ensure that the range of the Services under the SLA shall not be varied, reduced or increased except by the prior written agreement of National Dam Safety Authority and Bidder/ Service provider in accordance with the Change Control Schedule.

c. The SLA may be reviewed on an annual basis by National Dam Safety Authority in consultation with the Bidder/ Service provider.

49.3.   Service level Agreement and Penalties

Definitions:

a. Severity Level 1 – Critical - is used for situations where there is a major impact on normal operation of the system and more than 50% users are impacted. Bidder will immediately begin work on it, diagnose the issue and update Customer's SPoC (Single point of Contact) for feedback and decision. With the immediate goal of restoring normal operation to the system as per the diagnosis, bidder shall raise support request to concerned third parties or the stake holder accordingly. In case of no response or delayed response, a work-around shall be proposed (if possible).

b. Severity Level 2 - is used for situations where normal system operation is affected to some degree, but it is not blocker. With the immediate goal of restoring normal operation to the system as per the diagnosis, bidder shall raise support request to concerned third parties or the stake holder accordingly. In case of no response or delayed response, a work-around shall be proposed (if possible).

c. Severity Level 3 – Normal - is used for situation where an issue is detected, but normal operation is not affected. This priority of call is the default for all service calls which do not involve a main business process interruption.

49.3.1. SLA Matrix – Cloud Infrastructure

#	Service Level Objective	Measurement Methodology	Target/ Service Level	Penalty (Indicative)	
Availability/Uptime					
1	Availability/Uptime of cloud services Resources for (VMs, Storage, Network, Security components, OS)	Availability (as per the definition in the SLA) will be measured for each of the underlying components (e.g., VM, Storage, OS) provisioned in the cloud.	Availability for each of the provisioned resources: >=99.5%	Default on any one or more of the provisioned resources will attract penalty as indicated below:	
				Service Level	**Penalty**
				>=99% to =<99.5%	10% of the monthly fee
				>=95% to <99%	25% of the monthly fee
				<95%	100% of the monthly fee
2	Availability of Critical Services (e.g., Register Support Request or Incident; Provisioning / De-Provisioning; User Activation / Deactivation; User Profile Management;	Availability (as per the definition in the SLA) will be measured for each of the critical services over both the User / Admin Portal and APIs (where applicable)	Availability for each of the critical services over both the User / Admin Portal and APIs (where applicable) >= 99.5%	Default on any one or more of the services on either of the portal or APIs will attract penalty as indicated below.	
				Service Level	**Penalty**
				>=99% to =<99.5%	10% of the monthly fee

#	Service Level Objective	Measurement Methodology	Target/ Service Level	Penalty (Indicative)	
	Access Utilization Monitoring Reports) over User / Admin Portal and APIs (where applicable)			>=95% to <99%	25% of the monthly fee
				<95%	100% of the monthly fee
3	Availability of the network links at DC and DR (links at DC / DRC, DCDRC link)	Availability (as per the definition in the SLA) will be measured for each of the network links provisioned in the cloud.	Availability for each of the network links: >= 99.5%	Default on any one or more of the provisioned network links will attract penalty as indicated below:	
				Service Level / **Penalty**	
				>=99% to =<99.5%	10% of the monthly fee
				>=95% to <99%	25% of the monthly fee
				<95%	100% of the monthly fee

Support Channels – Incident and Helpdesk

#	Service Level Objective	Measurement Methodology	Target/ Service Level	Penalty (Indicative)	
4	Response Time	Average Time taken to acknowledge and respond once a ticket/incident is logged through one of the agreed channels. This is calculated for all tickets/ incidents reported within the reporting month.	95% within 15 minutes	**Service Level** / **Penalty**	
				>=90% to <95%	10% of the monthly fee
				>=85% to <90%	20% of the monthly fee
				>=80% to <85%	30% of the monthly fee
				< 80%	100% of the monthly fee
5	Time to Resolve – Severity 1	Time taken to resolve the	For Severity-1, 98% of		

#	Service Level Objective	Measurement Methodology	Target/ Service Level	Penalty (Indicative)	

		reported ticket/incident from the time of logging.	the incidents should be resolved within 1 hour of problem reporting	**Service Level**	**Penalty**
				>=90% to <98%	10% of the monthly fee
				>=85% to <90%	25% of the monthly fee
				>=80% to <85%	50% of the monthly fee
				< 80%	100% of the monthly fee
6	Time to Resolve – Severity 2, 3	Time taken to resolve the reported ticket/incident from the time of logging.	95% of Severity-2 within 4 hours of problem reporting and 95% of Severity-3 within 16 hours of problem reporting	**Service Level**	**Penalty**
				>=90% to <95%	10% of the monthly fee
				>=85% to <90%	20% of the monthly fee
				>=80% to <85%	30% of the monthly fee
				< 80%	100% of the monthly fee

Security Incident and Management Reporting

#	Service Level Objective	Measurement Methodology	Target/ Service Level	Penalty (Indicative)	
7	Percentage of timely incident report	Measured as a percentage by the number of defined incidents reported within a predefined time (1 hour) limit after discovery, over the total number of defined incidents to the cloud service which are	90% within 1 hour	**Service Level**	**Penalty**
				>=85% to <90%	10% of the monthly fee
				>=80% to <85%	20% of the monthly fee
				>=75% to <80%	30% of the monthly fee

#	Service Level Objective	Measurement Methodology	Target/ Service Level	Penalty (Indicative)	
		reported within a predefined period (i.e., month). Incident Response – MSP shall assess and acknowledge the defined incidents within 1 hour after discovery.		< 75%	100% of the monthly fee
Vulnerability Management					
8	Percentage of timely vulnerability corrections	The number of vulnerability corrections performed by the cloud service provider – Measured as a percentage by the number of vulnerability corrections performed within a predefined time limit, over the total number of vulnerability corrections to the cloud service which are reported within a predefined period (i.e., month, week, year, etc.). • High Severity Vulnerabilities – 30 days – Maintain 99.5% service level • Medium Severity	99.5%	**Service Level**	**Penalty**
				>=99% to <99.5%	10% of the monthly fee
				>=98% to <99%	20% of the monthly fee
				<98%	30% of the monthly fee

#	Service Level Objective	Measurement Methodology	Target/ Service Level	Penalty (Indicative)	
		Vulnerabilities – 90 days – Maintain 99.5% service level			
9	Percentage of timely vulnerability reports	Measured as a percentage by the number of vulnerability reports within a predefined time limit, over the total number of vulnerability reports to the cloud service which are reported within a predefined period (i.e., month, week, year, etc.).	99.5%	**Service Level** / **Penalty** below	

Service Level	Penalty
>=99% to <99.5%	10% of the monthly fee
>=98% to <99%	20% of the monthly fee
<98%	30% of the monthly fee

Service levels DR

#	Service Level Objective	Measurement Methodology	Target/ Service Level	Penalty (Indicative)
10	Recovery Time Objective (RTO) (Applicable when taking Disaster Recovery as a Service from the Service Provider)	Measured during the regular planned or unplanned (outage) changeover from DC to DR or vice versa.	60 minutes	10% of Monthly fee per every additional 1 (one) hour of downtime
11	Recovery Point Objective (RPO) (Applicable when taking Disaster Recovery as a Service from the Service Provider)	Measured during the regular planned or unplanned (outage) changeover from DC to DR or vice versa.	15 minutes	25% of Monthly fee per every additional 15 (fifteen) mins of downtime

#	Service Level Objective	Measurement Methodology	Target/ Service Level	Penalty (Indicative)
12	Availability of Root Cause Analysis (RCA) reports for Severity 1, 2		Average within 10 Working days	5% of Monthly fee

50. Payment Terms:

1. No advance payment shall be made.

2. All Payments shall be made in Indian Rupees only.

3. The payment shall be made on submission of the bills on calendar monthly basis in arrears. Payment shall be made only on the basis of actual consumption of services, duly supported with the requisite details of services and consumption report.

4. The Service Provider will submit an Invoice (i.e. Tax invoice as per GST rules clearly indicating Tax registration number, Service Classification, rate and amount of Tax shown separately Name, address and GSTIN of the service provider and recipient, place of supply, HSN code, Date of Invoice, Service classification, Rate and amount of Tax shown separately, Signature or digital signature of the service provider or its authorized representative) in the name of National Dam Safety Authority.

5. No claim for interest will be entertained by the National Dam Safety Authority in respect of any payment which will be held with the National Dam Safety Authority due to dispute between National Dam Safety Authority and Service provider or due to administrative delay for the reasons beyond the control of National Dam Safety Authority.

6. All Taxes as per rules applicable by Govt. of India from time to time will be deducted from all payments made by National Dam Safety Authority.

7. Payments to vendor shall be made through PFMS only. The vendor shall provide necessary information, documents for receipt of payment through PFMS.

8. Payment will be made after all deductions (SLA Penalty, TDS, GST etc.).

51. Exit Management Clause

Continuity and performance of the Services at all times including the duration of the Agreement and post expiry of the Agreement is a critical requirement of National Dam Safety Authority. It is the prime responsibility of Bidder/ Service Provider to ensure continuity of service at all times of the Agreement including exit management period and in no way any facility or service shall get affected or degraded.

The responsibilities of Service Provider with respect to Exit Management, Transition-Out services on cloud include:

a. Provide necessary handholding and transition support to ensure the continuity and performance of the Services to the complete satisfaction of National Dam Safety Authority.

b. Support National Dam Safety Authority in migration of the VMs, data, content and any other assets to the new environment created by National Dam Safety Authority on alternate cloud service provider's offerings to enable successful deployment and running of the National Dam Safety Authority's solution on the new infrastructure by providing a mechanism to National Dam Safety Authority for the bulk retrieval of all data, scripts, software, virtual machine images, and so forth, to enable mirroring or copying to National Dam Safety Authority supplied industry standard media.

c. The format of the data transmitted from the cloud service provider to National Dam Safety Authority should leverage standard data formats (e.g., OVF, VHD) whenever possible to ease and enhance portability. The format will be finalized by the National Dam Safety Authority.

d. The ownership of the data generated upon usage of the system, at any point of time during the contract, expiry, termination of the contract, shall rest absolutely with National Dam Safety Authority.

e. Ensure that all the documentation required by National Dam Safety Authority for smooth transition including configuration documents are kept up to date and all such documentation is handed over to National Dam Safety Authority during regular intervals as well as during the exit management process.

f. Shall not delete any data at the end of the agreement (30 days from date of successful migration to the new cloud) without the written approval of National Dam Safety Authority.

g. Once the exit process is completed, shall remove the National Dam Safety Authority's data, content and other assets from the cloud environment and certify that the VM, Content and data destruction is done as per stipulations to National Dam Safety Authority and shall ensure that the data cannot be forensically recovered.

h. There shall not be any additional cost associated with the Exit, Transition-out process.

52. Indemnity

The selected bidder shall indemnify the National Dam Safety Authority, End-users, departments against all third-party claims of infringement of patent, trademark, copyright or industrial design rights arising from the use of the supplied items and related services or any part thereof. National Dam Safety Authority, End-users/ departments shall also stand indemnified from any claims that the bidder's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders. National Dam Safety Authority/ End-users/ departments also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the bidder's manpower while discharging their duty towards fulfilment of the rate contract and purchase orders. The bidder shall be solely responsible for any damage, loss or injury which may occur to any property or to any person by or arising out of the execution of the works or temporary works or in carrying out of the contract otherwise than due to the matters referred to in this agreement hereinbefore. The bidder would ensure observance of all labour and other laws applicable in the matter and shall indemnify the National Dam Safety Authority, end users/ its customers against the effect of non-observance of any such laws.

53. Liquidated Damages:

i.   The original Delivery Period may be re-scheduled by National Dam Safety Authority without any Liquidated damages if such reschedule is warranted due to Force Majeure conditions and also on the ground/ reasons of delay attributable to the National Dam Safety Authority. In all other cases, even if any extension is given, the same shall attract LD as given in below sub clause.

ii. Liquidated Damages (LD) for delayed delivery of equipment: If the Contractor fails to complete delivery, installation, testing, commissioning, training, acceptance etc. of equipment(s) as per timelines specified in the contract/ tender, then in such a case National Dam Safety Authority would be entitled to impose the Liquidated Damages for the delay @ 1% of the value of total equipment(s), services(s) for non-commissioned sites per week or part of the week of delayed period. Total Liquidated Damages shall not exceed 10% of the total respective contract/ PO value. In case of delay beyond 10 weeks, National Dam Safety Authority may initiate termination for default and take remedial action(s).

iii.   National Dam Safety Authority will serve a notice duly accompanied by a preliminary calculation sheet to the contractor against whom levy of LD is proposed. In case the contractor is not satisfied/ agree with

   a. the reason/ grounds for which levying of LD is proposed and
       or
   b. method of calculation of amount of LD.

   Then Contractor may submit a representation to National Dam Safety Authority within the stipulated timeline (as indicated in the notice i.e. 15 days) clearly mentioning his claims, ground of such claims etc. along with all the documents (self-certified) supporting their claims. The decision of competent authority of National Dam Safety Authority shall be final and binding in this matter.

iv.   Waiver from LD may be considered only if the contractor submits a written representation to National Dam Safety Authority within the stipulated time (as indicated in the notice i.e. 15 days) on receipt of such notice of imposition of LD issued by National Dam Safety Authority. Decision of National Dam Safety Authority in the matter shall be final and binding.

54. Force majeure

   1. National Dam Safety Authority may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the bidder's control, subject to what is stated in the following sub paragraphs and the procedures detailed therein are being followed. Force majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, tsunami, etc.), the direct and indirect consequences of wars (declared or un-declared), national emergencies, epidemics, quarantine restrictions, civil commotions, strikes (only those strikes which exceed a duration of ten continuous days). The successful Bidder's right to an extension of the time limit for completion of the work in above mentioned cases, is subject to the following procedures:

   a. That within 15 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the bidder informs National Dam Safety Authority in writing that the bidder considers themselves entitled to an extension of the time limit.

   b. That the successful bidder produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.

2. Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.

55. Termination for default

   1. Default is said to have occurred

      a. If the bidder fails to deliver any or all of the items or work within the time period(s) specified in the purchase order, any extension thereof granted by National Dam Safety Authority .

      b. If the bidder fails to perform any other obligation(s) under the tender, Purchase Order (PO).

   2. If the bidder, in either of the above circumstances, does not take remedial steps within a period of 15 days after receipt of the default notice from National Dam Safety Authority (or takes longer period in-spite of what National Dam Safety Authority may authorize in writing), National Dam Safety Authority may terminate the purchase order in whole or in part. In addition to above, National Dam Safety Authority may at its discretion also take the following actions:

      National Dam Safety Authority may procure, upon such terms and in such manner, as it deems appropriate, items similar to the undelivered items and the defaulting bidder shall be liable to compensate National Dam Safety Authority for any extra expenditure involved towards items to complete the scope of work in totality and 20% of the total value of purchase order as cancellation charges through invocation of PBG and/or from any due payment, etc. to the bidder.

   3. National Dam Safety Authority may at its discretion terminate the purchase order by giving 15 days' notice to the bidder, without any compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent.

56. Arbitration

   1. In case any dispute or difference arises out of or in connection with or the carrying out of works (whether during the progress of the works or after their completion & whether before or after the termination, abandonments or breach of contract) except as any of the accepted matters, provided hereunder, the parties hereto, shall first endeavour to settle such disputes of differences amicably.

2. If both the parties fail to reach such amicable settlement, then either party (The Purchaser or Bidder) may (within 20 days of such failure) give a written notice to the other party requiring that all matter in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or differences of which such written notice has been given and no other shall be reoffered to the arbitration of a single arbitrator, to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, to that of two arbitrators, one to be appointed by each party or in case of said arbitrators not agreeing then, to the umpire to be appointed by the arbitrators in writing before entering upon the references. Provisions of Indian Arbitration & Conciliations Act, 1996 or any statutory modification or re-enactment thereof and rules framed there under from time to time shall apply to such arbitration.

3. Venue of arbitration shall be New Delhi.

4. The arbitrator or arbitrators appointed under this Article shall have the power to extend the time to make the award with the consent of parties.

5. Pending reference to arbitration, the parties shall make all endeavours to complete the work in all respect. The disputes, if any, will finally be settled in the arbitration.

6. Upon every or any such references to the arbitration, as provided herein; the cost of and incidental to the reference and Award respectively, shall at the discretion of the arbitrator, or the umpire, as case may be.

7. The award of arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the bidder shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence. The Purchaser and the Bidder hereby also agree that arbitration under this clause shall be the condition precedent to any right of action under the contract except for as provided for in the Tender.

57. Applicable Law

1. The bidder shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings, processing.

2. All disputes in this connection shall be settled in Delhi jurisdiction only.

3. National Dam Safety Authority reserves the right to cancel this tender and/or modify the requirement without assigning any reasons. National Dam Safety

Authority will not be under obligation to give clarifications for doing the aforementioned.

4. The National Dam Safety Authority also reserves the right to modify or relax any of the terms & conditions of the tender.

5. National Dam Safety Authority, without assigning any further reason can reject any bid(s), tender, in which any prescribed condition(s) is/are found incomplete in any respect.

6. The National Dam Safety Authority also reserves the right to award Purchase Order, Works, Supply order on quality, technical basis, which depends on quality, capability of the system and infrastructure of the bidder. The bidder(s) are, therefore, directed to submit the bid carefully along with complete technical features of the products, systems as well as other documents required to access the capability of the bidder.

58. Damage to person and property

The bidder shall (except, if and so far as this agreement provides otherwise), indemnify and keep indemnified National Dam Safety Authority & it's users against all losses and claims for injuries or damage to any person or property arising out of or in consequence of the works by them and against all claims demands, proceedings, damages, loss charges and excesses whatsoever, in respect of or in relation thereof.

Section V: Bill of Quantity cum Price Schedule (BoQ-PS)

This BOQ-PS template must not be modified, replaced by the bidder, else the bid of prospective bidder is liable to be rejected for this tender.

Item Category	Item Specifications & Configuration	Unit of Measure-ment	Indicative units	Indicative duration for Month	Public List Price of CSP (INR)	Offered Unit Price (INR)	Total Monthly Price without GST (INR)
							(D x E x F)
A	B	C	D	E		F	G
					Rate per hour		
Compute Services - Enterprise Linux OS - Usage - on demand	Linux VM - (Non-Burstable) 16vCPU 64GB RAM (on-demand)	Hourly	2	730			
	Linux VM - (Non-Burstable) 12vCPU 32GB RAM (on-demand)	Hourly	2	730			
	Linux VM - (Non-Burstable) 8vCPU 32GB RAM (on-demand)	Hourly	2	730			
	Linux VM - (Non-Burstable) 6vCPU 24GB RAM (on-demand)	Hourly	2	730			
	Linux VM - (Non-Burstable) 4vCPU 16GB RAM (on-demand)	Hourly	2	730			
	Linux VM - (Non-Burstable) 2vCPU 4GB RAM (on-demand)	Hourly	5	730			

					Rate per GB	
Managed Database - Enterprise MySQL- Usage - on demand	12vCPU 32GB RAM (on-demand)	Hourly	1	730		
					Rate per GB	
Storage Services	Boot & Application Volume - Block Volume Storage with atleast 6 IOPS/ GB	Per GB /Monthly	2048	1		
	Database Storage - Block Volume Storage with atleast 20 IOPS/ GB	Per GB /Monthly	2048	1		
	Object Storage - Standard with instant access & 1 Million request/month	Per GB /Monthly	10752	1		
	Object Storage – Archive - Quick Data Restoration	Per GB /Monthly	10752	1		
					Rate per month	
Managed Security Services	Web Application Firewall (WAF) - CSP Native WAF with 1 Million request per month & 10 security policies with 20 rules each	Monthly	1	1		
	Managed Threat detection service	per VM	1	1		
	DDOS Protection - DDOS Protection Services for L3/L4 volumetric attack traffic	Monthly	1	1		

	Vulnerability Scanning Service for complete BOQ - On OS Level, Scan for missing patches, package open ports & CIS compliance	Monthly	1	1		
	Cloud Hosted NextGen firewall or equivalent to protect Cloud resources and VPN to control traffic to prevent unauthorized access.	Monthly	1	1		
Network Services	Network/Application (compatible with WAF) Load Balancer - Load Balancers with 300Mbps Bandwidth	Monthly	1	1		
	Ingress Data - Network Data transfer In per month	TB/month	3	1		
	Egress Data - Network Data transfer out per month	TB/month	3	1		
	IP Address - Public IP Static	Monthly	2	1		
	Bastion/ Equivalent Service - Connect to private subnet based cloud resources from Internet for administrators	Monthly	1	1		
	DNS Service - DNS queries (10 Million)	Monthly	1	1		
Any other miscellaneous charge #						
Monthly Price (A)					**(Total)**	

						In Percentage %	
Discount Percentage	Specify Discount% on public pricing of any services consumed outside the items of this BOQ. % discount *(This discount would be applied on the public pricing of the services)*	-	-	1			
Support Services	Managed Services and support (as mentioned in attached SOW) **%** of Total Cloud Cost (A) (e.g. value if entered 25 would be considered 25% of Cloud Cost)	-	-	1			
Monthly Support Cost Value (B) (calculated using % entered)							
Total Monthly Cost M = A + B							
Implementation and migration Services **(C)**	One Time Implementation and migration Services (as mentioned in attached SOW)	One Time	-	1	-	-	
Total Price (3 years i.e. 36 Months) without GST [(M*36) + C]							
Total Price with GST @18%							

 # Amount corresponding to any other item or service required for implementation Cloud services system not available in the above BoQ list should be included in the quoted cost.

Note:

1. All prices should be in Indian Rupees (INR) only.
2. During the Contract period, NDSA reserves the right to increase or decrease the quantity of items & services originally stipulated in Section-V (Bill of Quantity cum Price Schedule), without any change of unit price as well as terms and conditions of the bid for purchase. There will be no limit to decrease the quantity to any value/ numbers. However, there will be limit to increase the quantity up to three (03) times the value of contract. The Purchase Order(s) of required quantities may be issued on year and/or for any period for which items & services are required, as per requirement of NDSA.
    Initially, the indicative list of items and services and their estimated quantity (ies) which may be procured by NDSA is tabulated in Section-V (BoQ-PS) (The actual utilisation may be more or less than the indicative units). The number of VMs may also be increased or decreased as per the requirement, initially as well as during the currency of the contract. Further, the configuration of the VMs may also be utilized as per requirement.
    Accordingly, the bidders may quote the prices of items and services. The above BoQ represents no commitment towards usage as per BoQ (Section-V) and NDSA has the right to leverage services as per requirements. Invoicing will be done as per actual usage.
3. The underlying processor should be latest generation with min. frequency of the processor - 2.2 GHz.
4. The bidder should provide the latest generation of Intel or AMD processors (non-burstable).
5. All patches, updates/ upgrades for Linux Operating System shall be bundled to ensure smooth services
6. All the prices should be quoted in the format as above provided by the National Dam Safety Authority failing which the bid may be rejected. Also, any conditional Price Bid may be rejected.
7. Bidders are required to quote Unit Cost against each of line item mentioned under each of the categories of services in Commercial bid form. Where there is a discrepancy between the unit Price and the line-item, total resulting from multiplying the unit price by the quantity, the unit price will govern.
8. Unit price quoted above shall be discounted price and cannot be more than CSP List Price. In case a service is consumed that is not listed in BoQ or a variation of service listed in BoQ, the payments shall be made based on actual consumption and list price of CSP (publicly available on CSP website) adjusted to above discount rate.
9. The bid value shall include all taxes and levies, except GST (Goods and Services Tax) (*which is calculated at the end of table)*, and shall be in Indian Rupees (₹).
10. For each service proposed, CSP may be required to demonstrate configuration and description during technical evaluation to substantiate compliance.
11. The bidder must attach the CSP's public price list as on date of submission for verification purposes.

Section VI: Qualification Criteria

Qualification for CSP

#	CSP Mandatory Criteria	Documentary Evidence
1	The Cloud Service Provider (CSP) should have been offering services in India from at least last 3 financial years (FY 21-22, 22-23 and 23-24) with average annual turnover of at least Rs. 100 Crores as on date of bid submission.	Copy of Certificate of Incorporation or Certified copy of Partnership Deed. Letter from Statutory Auditors/ Certificate from Chartered Accountant on their letterhead mentioning the annual revenue in India
2	The Cloud Service Provider (CSP) should be empaneled with the Ministry of Electronics & Information and Technology (MEITY), Government of India for offering both DC & DR on its own to government bodies. The CSP Data centers offered for services shall be located in different seismic zone within India	Undertaking on CSP letterhead confirming the clause and copy of Valid MEITY Empanelment Certificate
3	The CSP's proposed DC & DR center should be operational and live for minimum last 2 years	Undertaking on CSP letterhead confirming the clause
4	CSP shall have published on its public facing website - cloud services' rates for India, Service Level Agreements (SLAs), dashboard live-status of cloud services' health across global datacentre and outage details (if any) with RCA.	An undertaking from the CSP with the links to its relevant public facing website(s) covering the details
5	Availability of self-service cloud portal and Command Line interface where administrator can provision & scale cloud resources without requiring manual intervention of CSP including at least- Virtual machine, Storage disks, object storage, file share, network, backup, disaster recovery replication, infrastructure as code, infrastructure & security monitoring	Undertaking on CSP letterhead with link to public facing website having the service and functionality description
6	CSP must provide MySQL Enterprise Database.	Undertaking on CSP letterhead
7	CSP must have their own native security service in cloud (instead of 3rd party) for- • Web Application Firewall • DDoS Protection • Data Encryption at rest • Automated Security Assessment • Identity and Access Management - fine grained access control for	Undertaking on CSP letterhead with link to public facing website having the service and functionality description

	access to cloud resources: Only resource with appropriate permissions and grants has access to any specific resource and all access and changes carried out are logged, cannot be tampered with and be auditable	
8	Uptime offered on a single VM instance is more than or equal to 99.5%	Undertaking on CSP letterhead with link to public facing website having the service and functionality description
9	• CSP should conform to atleast Tier-3 datacenter certification (Documentary Evidence-Certificate/ Self Certificate signed by the Authorized Signatory of the CSP) • ISO/ IEC 27701:2019 Security techniques — Extension to ISO/ IEC 27001 and • ISO/IEC 27002 for privacy information management — Requirements and guidelines • SOC 3 Compliance	Copy of Relevant Certificate
10	Bidder's proposed CSP shall have published on its public facing website- – Cloud services' rates for India with options for On Demand pricing – Service Level Agreements (SLAs) – Dashboards live-status of cloud services' health across global data centers. – Cloud Services outage details (if any) with Root Cause Analysis.	Self-Declaration by bidder and Demo to be given at the time of presentation
11	CSP should provide the capability to scale storage automatically without any manual intervention and downtime. This should help customers to pay only for the used capacity rather than unused allocated storage to VM.	Undertaking on CSP letterhead with link to public facing website having the service and functionality description and Demo to be given at the time of presentation
12	The proposed cloud should provide the latest generation of Intel and AMD processors with complete flexibility of compute shapes. Customers should have the option to choose any combination of CPU core and memory rather than fixed-sized shapes.	Undertaking on CSP letterhead with link to public facing website having the service and functionality description

Prequalification for MSP

S. No	Minimum Qualifications Criteria	Documentary proof to be submitted
1.	The Bidder should be – A company incorporated under the Indian Companies Act, 2013 or any other previous company law as per section 2 (20) of the Indian Companies Act 2013/ Partnerships Firm registered under the Limited Liability Partnerships or Partnership Act Registered with the GST Authorities Company should have a valid PAN number	Certificate of Incorporation; and GST Registration certificate issued by GSTN authorities (copy) PAN Card (copy) Additional information as per Format in provided in Annexure-I: "Bidder's details"
2.	Bidder should have an average annual turnover of at least INR 4 Crore from Cloud Services in the 3 financial years (i.e. FY 2021-22, FY 2022-23 and FY 2023-24)	Audited Financial Statements with statutory auditor certificate to this effect.
3.	Bidder should have following certifications: ISO9001, ISO27001, ISO20000	Copy of certifications
4.	Bidder should have executed atleast: • One work order with value of Rs 0.8 Crores or more, *or* • Two work orders each with value of Rs 0.5 Crores or more, *or* • Three work orders each with value of Rs 0.4 Crores or more from Central/ State Government/ PSU in 3 financial years (i.e. FY 2021-22, FY 2022-23 and FY 2023-24) to provide Cloud Services.	Copy of Work Order and Completion Certificate. *In case of an ongoing work, the bidder may submit satisfactory work certificate till previous quarter from date of floating of bid along with the proportional amount of the completed work.*
5.	Bidder has at least 10 (ten) technical certified resources (in active employment) for proposed CSP	Undertaking from the HR along with Copy of Certificates
6.	The Bidder should comply with all the points mentioned in the Compliance Statement.	Compliance statement on the CSP's Letter head.
7.	The Bidder should have an office locally present in National Capital Region.	Rental Agreement or GSTN Certificate
8.	The bidder must have a relationship with the proposed cloud for atleast 2 Years	Copy of Agreement/ Letter from Proposed cloud service provider.
9.	Submission of *"Undertaking of Not Being blacklisted that, the firm or none of the firm's Partners or Directors have been blacklisted in India by any Indian Central*	Self-attested Undertaking

S. No	Minimum Qualifications Criteria	Documentary proof to be submitted
	/ State Governments Dept./Public Sector Undertaking of India."	
10.	Bidder to provide CSP authorization letter from the MeitY Empaneled CSP quoting this tender reference number, date and due date of opening along with the bid	CSP Authorization Certificate with empanelment confirmation from MeitY

Technical Evaluation

S.No	Evaluation Criteria	Criteria	Marks (Max)
Section1: Bidder Evaluation			
1	Cloud experience: Bidder's experience in managing and provisioning Managed Cloud Services for Central/ State Govt./ PSU during the 3 financial years (i.e. between FY 2021-22 to FY 2023-24) • 5 Marks for each project with Yearly collection of more than Rs 1 Crore in any one FY between FY 21-22, FY 22-23 or FY 23-24. A maximum of 3 projects may be submitted against this criterion.	Copy of Work Order and Completion Certificate/ Invoicing stating the value of the contract. *In case of partial work, certificate has to be issued by the Department regarding the amount of work done.*	15
2	Average Annual Turnover of the bidder from the cloud services in financial Years FY 21-22, 22-23 and 23-24. • Rs 4 Cr to Rs 20 Cr: **3 Marks** • > Rs 20 Cr to Rs 35 Cr: **6 Marks** • > Rs 35 Cr: **10 Marks**	Submit Copy of audited financial statements with statutory auditor certificate to this effect.	10
3	The bidder should have experience in completing data migration project from on premises to cloud for a central/ state Govt/ PSU in last 3 years. • For 10 TB to 20 TB: **2.5 Marks** • For >20 TB: **5 marks**	Copy of signed SOW for work completed and proof of size of the migrated data. OR Copy of Client certificate/ completion certificate along with work order/ extract from the contract, mentioning size of the migrated data.	5

4	**Technical Presentation and Demonstration** Marks are indicated against each use case. a) Marks for presentation – **15 Marks** b) Marks for Use case demonstration – **15 Marks**	The bidder shall be required to give a technical demonstration on the following: • Capabilities of proposed cloud • Implementation plan on proposed cloud • Auto scalability and optimal utilization for cost optimization • Security assessment, compliance and remediations • Past experience of similar projects. The date & time for the demonstration shall be communicated later.	**30**
5	No. of resources currently on the bidder's payroll having certifications by proposed CSP. • For 10 to 30 resources: **5 marks** • For >30 resources: **10 marks**	Copy of valid certifications and undertaking from HR.	**10**
Subtotal of Marks			**70**
Section2: CSP Evaluation **(The bidder shall demonstrate the service at the time of presentation)**			
6	The proposed Cloud Should support: the Native Hadoop Service Yes- (2) Marks No- (0) Marks	URL of the service on the CSP through their Self provisioning portal	2
7	The proposed Cloud Should support the Native Kubernetes service Yes- (2) Marks, No- (0) Marks	URL of the service on the CSP through their Self provisioning portal	2
8	The proposed Cloud Should support the Native Object storage service Yes- (2) Marks, No- (0) Marks	URL of the service on the CSP through their Self provisioning portal	2

9	The proposed Cloud should have Native security services- • Web Application Firewall • DDoS Protection • Threat detection, Vulnerability Assessment, • Identity and Access Management - fine grained access control for access to cloud resources • Multi factor Authentication Maximum Marks- 2	URL of the service on the CSP through their Self provisioning portal	2
10	1. The proposed Cloud should have Native Storage service for different IOPS and should have capability to increase storage capacity on demand on the provisioned volumes without any reboot of the virtual machine. Yes- (2) Marks, No- (0) Marks 2. CSP should also have capability to increase storage IOPS dynamically without changing the volume size. Yes- (2) Marks, No- (0) Marks	URL of the service on the CSP through their Self provisioning portal	4
11	The proposed Cloud should have Native Backup as a service to back up data from managed disks and other managed services Yes- (2) Marks, No- (0) Marks	URL of the service on the CSP through their Self provisioning portal	2
12	The proposed Cloud should Offer server-side encryption of data 'at-rest' and 'in-motion' Yes- (2) Marks, No- (0) Marks	URL of the service on the CSP through their Self provisioning portal	2
13	The proposed cloud should offer Native API gateway service: Yes- (2) Marks, No- (0) Marks	URL of the service on the CSP through their Self provisioning portal	2
14	The proposed cloud should offer native OCR (Optical Character Recognition) service. Yes- (2) Marks, No- (0) Marks	URL of the service on the CSP through their Self provisioning portal	2

15	The proposed Cloud Should support the following Native Services • Native Generative AI service with Opensource models support • SDKs and OpenAPI Specifications Yes for all - (2) Marks No to any of the above - (0) Marks	URL of the service on the CSP through their Self provisioning portal	2
16	The proposed Cloud Should support the Native Redis Cache Service Yes- (2) Marks, No- (0) Marks	URL of the service on the CSP through their Self provisioning portal	2
17	The proposed cloud should have the following Native networking services: • IPv4, IPv6 • DHCP • IPSec VPN Tunnel Creation • SSL VPN or IPSec VPN • Load Balancer (Internal and External Load Balancers) • Native L3, L4 Anti-DDoS solution **Yes for all: 4 Marks,** **No to any of the above: 0 Marks**	URL of the service on the CSP through their Self provisioning portal	4
18	The proposed cloud service should have the facility of Managed Cloud Security Posture Management services to continuously monitor cloud infrastructure for gaps in security policy. Yes- (2) Marks, No - (0) Marks	URL of the service on the CSP through their Self provisioning portal	2
		Sub Total	**30**
		Total Marks	**100**

Bids Evaluation criteria

Stage 1: Pre-Qualification

1. Each of the conditions for CSP-compliance and bidder Pre-Qualification condition are MANDATORY. In case the proposed CSP and Bidder does not meet any one of the conditions, the bidder will be disqualified.
2. Bidders would be informed of their qualification/ disqualification based on the Pre-Qualification criteria.

Stage 2: Technical Evaluation

1. Technical Evaluation will be done only for the bidders who succeed in Stage 1.
2. The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework.
3. Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get a technical score of 70% or more (prior to normalization) will qualify for the commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.

The Final Normalized technical score of the Bidder shall be calculated as follows:

Normalized Technical score of the bidder = Technical score of the bidder / Score of the bidder with highest score X 100

Stage 3: Commercial Evaluation

1. The commercial bids for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Department discretion.
2. The Normalized commercial score of the technically qualified bidders will be calculated, while considering the Commercial quote given by each of the Bidders in the Commercial Bid as follows: Normalized Commercial Score of the Bidder = Lowest Quote/Bidder's Quote X 100

Example:

Bidders	Bidder Quote	Calculation	Normalized Commercial Score
Bidder A	110	(110/ 110)×100	100
Bidder B	150	(110/ 150)×100	73.33
Bidder C	170	(110/ 170)×100	64.70
Bidder D	140	(110/ 140)×100	78.57

3. The Bid price will include all taxes, duties, levies etc., excluding GST and all prices shall be quoted in Indian Rupees only. Bidder to quote their GST rates in the Techno Commercial part of the tender.
4. Any conditional bid would be rejected.
5. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
   a) "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
   b) If there is a discrepancy between words and figures, the amount in words will prevail."

Final Score Calculation (QCBS)

1. The final score will be calculated through Combined Quality Based System (QCBS) method based on the following weightage:
   a. Technical: 70%
   b. Commercial :30%

   Final Score = (0.70 x Normalized Technical score) + (0.30 x Normalized Commercial Score)

2. The bidder with the highest Final score shall be treated as the Successful bidder (Rank - 1 bidder).

In case, total combined score (Final Score) of two (2) or more bidders are exactly same, then the bidder scoring highest technical score would be considered as the successful bidder. If still there is a tie then all the Rank one (R-1) bidders shall be asked to submit discount over previous quoted rate in a sealed envelope.

Compliance Statement

S.No	Datacentre	Compliance
1	CSP should offer cloud services from within India	
2	CSP should ensure that customer data resides only in the Data Centre they specify	
3	The proposed Cloud Service Provider (CSP)'s Data Centres shall be in India	
4	The Data Centre or DRC offered by the CSP should be a minimum of Tier-III classification	
5	The cloud service provider must be operating at least two Data Centre in India with a minimum distance of 100 Kms between them. Both the Data Centre should be placed in different seismic zones.	
6	The Cloud Service Provider (CSP) must be empanelled with the Ministry of Electronics & Information and Technology, Government of India	
7	The CSP should be listed in any Gartner Quadrant as on bid submission date as per latest available report	
8	The Cloud Service Provider (CSP) must be certified for ISO 27001, ISO 27017/18	
9	The Cloud Service Provider (CSP) must be certified for SOC 1, 2 and 3.	
10	The Cloud Service Provider (CSP) must be certified for PCI	
11	The Cloud Service Provider (CSP) must be certified for HIPAA	
12	CSP should provide a robust, fault tolerant infrastructure with enterprise grade SLAs with an assurance of uptime of 99.5%.	
13	CSP should ensure predictably and SLAs/ Warrantee of performance and manageability	
14	The cloud provider must have capability to provide IaaS and Managed PaaS. However, SaaS is desirable	
	Compute	
1	The CSP should have the following instance types to choose from - Virtual Machine - Bare Metal Instances - Dedicated Physical Server	
2	The proposed CSP should provide a fully managed platforms suitable for deploying and running Java applications in the cloud.	
3	The proposed cloud should provide the latest generation of Intel and AMD processors.	
4	CSP should provide the capability to scale storage automatically without any manual intervention and downtime. This should help customers to pay only for the used capacity rather than unused allocated storage to VM.	
5	The proposed system should have facility to choose from various VMs shapes and sizes.	

6	CSP Should support per hour billing option for Infrastructure - compute services	
7	The CSP should allow to choose between the different type of processors like Intel or AMD when creating a virtual machine.	
8	CSP shall support industry standard OS such as Windows and Enterprise Linux.	
9	The CSP should ensure that underlying processors should not have been discontinued by the processor OEM at time of bidding.	
10	The CSP should have a portal for provisioning, managing and terminating multiple VMs concurrently either through a programmatic interface (i.e. API/ CLI) or through a management console or Web Portal without involving the service provider.	
11	The proposed system should allow to configure policies to automatically increase/scale the number of Instances/VMs during demand spikes to maintain performance	
12	The CSP should allow dedicated hosts for Virtual machine instances.	
13	The CSP should be able to support the Enterprise Linux distributions.	
14	The CSP should be able to support the major Windows Server versions.	
15	The platform should allow horizontal scaling of the instances without any outage. A maintenance window is allowed for vertical scale-up of VM to specify and modify server configuration (CPU, memory, storage) parameters.	
16	The platform should allow logical grouping of instances together for applications that require low network latency and/or high network throughput or for maintenance operations.	
17	The platform service should allow to configure for automatic increase of number of instances during demand spikes to maintain performance and decrease instances during lulls to reduce costs.	
18	The Cloud must support the ability to take an existing running instance or a copy of an instance and export the instance into a custom image format.	
19	The Cloud service should support containers, including Docker and/or other containerization platforms and should offer Managed Kubernetes as service.	
20	The Cloud provider should offer a managed highly scalable, high performance container management service.	
21	The Cloud service should be able to run customer code in response to events and automatically manage the compute resources.	
22	The Cloud provider should offer a simple pay-as-you-go pricing where customers can pay for compute capacity with no long term commitments.	
23	The CSP should allow logical segregation of resources into various groups for better management and billing purposes.	

	Block Storage	
1	Cloud provider should offer persistent block level storage volumes for use with compute instances.	
2	Cloud provider should offer block storage volumes supporting a size ranging from atleast 100 GB to 32 TB.	
3	Cloud service should support the needs of I/O-intensive workloads, particularly database workloads that are sensitive to storage performance and consistency in random access I/O throughput.	
4	Cloud service should support encryption of data on volumes, disk I/O, and snapshots using industry standard AES-256 cryptographic algorithm.	
5	Cloud service should support encryption using customer managed keys.	
6	Cloud service should support point-in-time snapshots. These snapshots should be incremental in nature.	
7	Cloud Service should support sharing of backups/snapshots across Data Centres making it easier to leverage multiple Data Centres for geographical expansion, data centre migration, and disaster recovery.	
8	Cloud service should support attaching of storage volume to multiple compute instances in R/W mode so that users can access and share a common data source.	
9	Cloud service should support a baseline IOPS of atleast 6 IOPS/GB for atleast 1TB storage capacity and maintain it consistently at scale.	
10	CSP should provide Monthly Uptime Percentage of at least 99.5%	
11	The proposed Cloud should have managed storage service with capability to increase storage capacity on demand on the provisioned volumes without any reboot of the virtual machine.	
	Object Storage	
1	Cloud provider should offer secure, durable, highly-scalable object storage for storing and retrieving any amount of data from the web.	
2	Cloud provider should offer a storage service that provides durable storage with security features for data archiving and backup.	
3	Cloud service should provide encryption for data at rest using 256-bit Advanced Encryption Standard (AES-256) encryption to encrypt your data.	
4	Cloud service should support encryption using customer provided keys. These keys should be used to manage both the encryption, as data is written to disks, and decryption, when data is accessed.	
5	Cloud service should support encryption using a Key Management Service that creates encryption keys, defines the policies that control how keys can be used, and audits key usage to prove they are being used correctly.	

6	Cloud Service should offer managing an object's lifecycle by using a lifecycle configuration, which defines how objects are managed during their lifetime, from creation/initial storage to deletion.	
7	Cloud provider should provide a strong local isolation, so that objects stored in a Data Centre never leave the physical Data Centre unless customer explicitly transfers them to other physical Data Centre.	
8	Cloud service should be able to send notifications when certain events happen at the object level (addition/deletion).	
9	Cloud Service should provide versioning, where multiple versions of an object can be kept in one object storage account. Versioning should protect against unintended overwrites and deletions.	
10	Cloud service should provide flexible access-control policies to manage permissions for objects.	
11	Cloud service should be able to provide audit logs on storage account including details like Time the API activity occurred, Source of the activity, Target of the activity, Type of action and Type of response	
12	Cloud provider should have an option of providing gateway appliance for seamlessly storing on-premises data to the cloud.	
S.No	**Network**	
1	Support the ability to create a logical, isolated virtual network that represents a company's own network in the cloud	
2	Support connecting two virtual networks within the same Data Centre or across Data Centres to route traffic between them using private IP addresses	
3	Offer the capability of creating fully isolated (private) subnets where Instances/VMs can be provisioned without any public IP address or Internet routing	
4	Support multiple IP protocols, including TCP, UDP, and ICMP	
5	The proposed cloud vendor should provide a flexible load balancer that can provide bandwidth from 300 Mbps or higher. The load balancer should be charged as per actual bandwidth usage.	
6	Cloud service should be able to support IP address ranges specified in RFC 1918 as well as publicly routable CIDR blocks	
7	Support the capability of automatically assigning public IP addresses to Instances/VMs	
8	Support Internet Protocol version 6 (IPv6) at the gateway and expose this functionality to users	
9	Support the ability to assign multiple IP addresses for a Network Interface Card (NIC) attached to a given Instance/VM	
10	Support the ability to assign multiple Network Interface Cards (NICs) to a given Instance	
11	Support adding or removing firewall rules applicable to inbound traffic (ingress) to Instances/VMs	

12	Support adding or removing firewall rules applicable to outbound traffic (Egress) from Instances/VMs	
13	Offer Network Access Control Lists (NACL) to control inbound and outbound traffic to subnets	
14	Offer the capability of capturing network traffic flow logs	
15	Provide a network address translation (NAT) gateway managed service to enable Instances/VMs in a private network to connect to the Internet, but prevent the Internet from initiating a connection to those Instances/VMs	
16	Provide a managed internal gateway service to enable Instances/VMs to connect to selective PaaS cloud services like Object storage for backup etc. This service should be separate from NAT gateway service	
17	Support multiple IPSec Virtual Private Network (VPN) connections per Virtual Network	
18	Offer a front-end (internet-facing) load balancing service that takes requests from clients over the Internet and distributes them across Instances/VMs that are registered with the Load Balancer	
19	Offer a back-end (private) load balancing service that routes traffic to Instances/VMs hosted in private subnets	
20	Offer a Layer 7 (HTTP) Load Balancer service capable of load balancing network traffic across multiple Instances/VMs	
21	Offer a load balancing service that supports session affinity	
22	CSP Network should have layer 3 DDoS capabilities natively available.	
S.No.	**Security**	
1	CSP should offer a Web Application Firewall (WAF) that helps protect web applications from common web exploits that could affect application availability, compromise security, or consume excessive resources	
2	CSP should offer WAF service with predefined OWASP, application and compliance-specific rules. The WAF should also provide aggregated threat intelligence from multiple sources.	
3	WAF service should Integrate with CSP's Identity, Audit and Monitoring services for a cohesive approach.	
4	CSP should offer WAF service in which administrators can add and configure their own access controls rules based on geolocation data, whitelisted and blacklisted IP addresses, and HTTP URL and header characteristics. It should Provide WAF protection for CSP's cloud deployments and across on-premises, hybrid cloud, and multicloud environments	
5	CSP should have WAF service available which includes features that allow to detect and either block or allow identified bot traffic to web applications. Bot management features should include: JavaScript Challenge, CAPTCHA Challenge, and GoodBot whitelists	
6	Offer a service to protect from common, most frequently occurring network layer (Layer 3) Distributed Denial of Service (DDoS) attacks.	

7	Offer a service to protect from common, most frequently occurring application layer (Layer 7) Distributed Denial of Service (DDoS) attacks, along with the ability to write customized rules to mitigate sophisticated application layer attacks	
8	CSP should offer service which capture logs of all user activity within tenancy. The recorded information shall include identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters, and the response elements returned by the cloud service.	
9	Cloud provider should have a service to record history of API calls and related events for a user account	
10	CSP should offer fine-grained access controls with authentication with a multi-factor authentication	
11	CSP should have capability to integrate with On-premises Active Directory through Active Directory Federation services	
12	Cloud service should support features such as user and group management.	
13	CSP should provide data encryption service to encrypt data while in transit and at-rest by default.	
14	CSP should support services with customer generated encryption key to create and control the encryption keys used to encrypt user data	
15	CSP Should have Managed Key Management service which can store keys in a FIPS 140-2 Level 3 certified hardware security module (HSM).	
16	CSP should have KMS Integration with CSP's Identity and Access Management (IAM) to control permissions on individual keys and key vaults, and monitor their lifecycle via integration with CSP's Audit service	
17	CSP should support Cloud Access Security Broker for Applications and Workloads (CASB) which can Identify existing threats to your cloud footprint by leveraging real-time threat intelligence feeds and machine learning techniques to establish security baselines and to learn behavior patterns	
18	CSP should support Cloud Access Security Broker for Applications and Workloads (CASB) which can evaluate risks across hundreds of threat vectors to provide with a concise summary of potential threats.	
19	CSP should support Cloud Access Security Broker for Applications and Workloads (CASB) which can Identify risks in your Cloud applications, Comply with regulations and provide consistent compliance reporting	
20	CSP should support Cloud Access Security Broker for Applications and Workloads (CASB) which can proactively set up cloud with the right security configurations and baselines that lowers the security risk	
21	CSP should offer a logical container service to organize and control access to the cloud Resources (Compute, Storage, Network, Load Balancer etc.) created within that container with some policies, which restricts who can use the resources created within than container other than administrators of your account. The feature should support creating sub-containers to create hierarchies for better management of resources.	

Forms and Formats

Form 1: Bid Form (Covering Letter)
(To be submitted as part of Technical bid, along with supporting documents)
(On Bidder's Letter-head)

To
The Under Secretary (Admn./ Finance)
National Dam Safety Authority,
Department of Water Resources, RD & GR,
Ministry of Jal Shakti

Ref: Your Tender Document No. _____

Sir/ Madam,

Having examined the abovementioned Tender Document, we, the undersigned, hereby submit, upload our Technical and Financial bid (BoQ cum Price Schedule) for the procurement of cloud service from Meity empanelled vendors, all the terms & conditions mentioned in the tender document through Govt. e-Marketplace (GeM) – reg.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

a. Our Credentials

We are submitting this bid on our behalf, registered in India under the Indian Companies Act 1956/2013 as amended. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form (Bidder Information).

b. Our Eligibility and Qualifications to participate.

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in the given Forms. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents in Form: 'Qualification Criteria – Compliance'.

c. Our Bid to supply of Services

We offer to supply items and services of requisite specification and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted in the Form: 'Bill of Quantity – Compliance' and in the Compliance Statement.

d. Prices

We hereby offer to perform the items and services at our lowest prices. The prices in this offer have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
  i. those prices; or
  ii. the intention to submit an offer; or
  iii. the methods or factors used to calculate the prices offered.

The prices in this offer have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

e. Affirmation to terms and conditions of the Tender Document

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations and deviations.

f. Bid Securing Declaration

We have submitted the Bid Securing Declaration (BSD, in lieu of Bid Security) in stipulated format vide Form: 'Documents Relating to Bid security.'

g. Abiding by the Bid Validity

We agree to keep our bid valid for acceptance for a period upto110 days from bid submission, as required in the Tender Document and for a subsequently extended period, if any and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

h. Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies

We confirm that we have not changed, edited the contents of the downloaded Tender Document. We realize that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents, affidavits, undertakings uploaded along with our technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents, affidavits, undertakings, we shall be responsible for the same. Upon accepting our financial bid, we undertake to submit for scrutiny, on-demand by the National Dam Safety Authority, originals, and self-certified copies of all such certificates, documents, affidavits, undertakings.

i. A Binding Contract

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal contract, purchase orders are signed or issued, this bid, together with your POs shall constitute a binding contract between us during the entire period as mentioned in the tender document with all terms and conditions.

j. Performance Guarantee and Signing the contract

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount, failure to execute the agreement, the National Dam Safety Authority has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

k. Signatories

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted in Form: 'Bidder Information' annexed herewith. We acknowledge that our digital/digitized signature is valid and legally binding.

I.   Rights of the National Dam Safety Authority to Reject bid(s)

We further understand that you are not bound to accept the lowest or any bid you may receive against your above referred Tender Document.

Yours sincerely,

_____

(Signature with date)

_____

_____

(Name and designation)

Duly authorized to sign bid for and on behalf of

_____

_____

[Name & address of Bidder and seal of company]

Form 2: Bidder Information
(To be submitted as part of Technical bid along with supporting Documents)
(On Bidder's Letter-head)
(Along with supporting documents, if any)

Bidder's Name: _____

Bidder's Reference No.: _____ Date _____

Tender Document No. _____

Bidder shall fill this Form by following the instructions indicated below. No alterations to its format are permitted, and no substitutions are accepted. Bidder shall enclose certified copies of the documentary proof, evidence, etc. to substantiate the corresponding statement wherever necessary and applicable. Bids shall be liable to be rejected as nonresponsive if Bidder submits any wrong or misleading information and National Dam Safety Authority may invoke Bid Security Declaration.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

a.   Bidder particulars

S.No.	Information	Details
a.	Name of the Company	
b.	Corporate Identity No. (CIN)	
c.	GeM Supplier ID	
d.	Place of Registration	
e.	Complete Postal Address	
f.	Pin code	
g.	Telephone nos.	
h.	Mobile Nos.	
i.	Contact persons/ Designation	
j.	Email ID(s)	

Submit documents to demonstrate Qualification eligibility as per Qualification Criteria section. **Certificate of incorporation/ Registration attested by Company Secretary/ Authorized Signatory shall be provided.**

b.   Taxation Registrations

   a) PAN number:
   b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):
   c) GSTIN number:

d) We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.

Documents to be submitted: Self-attested Copies of PAN card and GST Registration.

c. Authorization of Person(s) signing the bid on behalf of the Bidder
   a) Full Name:
   b) Designation:
   c) Signing as:

The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or Power of attorney given on stamp paper by authorize person.

Documents to be submitted: Power of Attorney/ Board Resolution

d. Bidder's Authorized Representative Information
   a) Name:
   b) Address:
   c) Telephone/ Mobile numbers:
   d) Email Address:

Yours sincerely,

_____

(Signature with date)

_____

_____

(Name and designation)

Duly authorized to sign bid for and on behalf of

_____

_____

[Name & address of Bidder and seal of company]

Form 3: Eligibility Declarations

(To be submitted as part of Technical bid)
(On Bidder's Letter-head)
(Along with supporting documents, if any)

Tender Document No. : _____
Bidder's Name: _____
Bidder's Reference No. _____ Date: _____

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)

We hereby confirm that we are comply with all the terms & conditions mentioned in the tender document including clauses mentioned in the NIT and ITB sections and declare that we shall provide evidence of our continued eligibility to National Dam Safety Authority as may be requested:

a.   Legal Entity of Bidder:

We solemnly declare that we (including our affiliates, subsidiaries, constituents):

a) Are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons.
b) (Including our Contractors, subcontractors for any part of the contract):
    i.   Do not stand declared ineligible, blacklisted, banned, debarred by Government from participation in its Tender Processes; and/ or
    ii.   Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible, suspended, blacklisted, banned, debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
c) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
d) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair, unethical, anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
e) We have gone through   F.No.6/18/2019 – PPD dated 23rd July 2020 issued by Department of Public Procurement, Ministry of Finance, Govt. of India and certify as follows:
    I hereby certify that the <<<<Bidder's Name>>>>
    i.   is not from such a country or
    ii.   is from such a country and has been registered with the Competent Authority in India which makes the bidder eligible to participate in this Tender/ RFP. [Evidence of valid registration by the Competent Authority attached.]

I hereby certify that M/s <<<<Bidder's Name>>>> fulfils all requirements in this regard and is eligible to be considered.

{Strike out inapplicable clause i.e. clause (i) or (ii)}

b. Make in India Status:

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

a) We declare that
- There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for the offered items & services, or
- We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered items and services.

Penalties for false or misleading declarations

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that National Dam Safety Authority may invoke Bid Security Declaration, if any wrong or misleading self-declaration submitted by us.

Yours sincerely,

_____

(Signature with date)

_____

_____

(Name and designation)

Duly authorized to sign bid for and on behalf of

_____

_____

[Name & address of Bidder and seal of company]

Form 4: Bill of Quantity- Compliance
(On Bidder's Letter Head)

Bidder's Name & Address: _____

Bidder's Reference No. _____ Date
_____

To
The Under Secretary (Admn./ Finance)
National Dam Safety Authority,
Department of Water Resources, RD & GR,
Ministry of Jal Shakti

Ref: Tender Document No.: - _____

Subject: Bill of Quantity (BoQ) Compliance

There are no deviations (null deviations) in Bill of Quantity and conditions mentioned in Tender Document. M/s <<<< Bidder's name>>>>> certify that our proposal includes all the items and services specified in tender document.

We understand the requirement of items and services as briefed in Bill of Quantity cum Price Schedule (BoQ-PS) section. We confirm that we have undertaken our own assessment for complete implementation of project and accordingly we have considered extra items, services, software, applications etc. (if any) and will be provided by <<<<<Bidder's name>>>>> to complete the project meeting all terms and conditions mentioned in the tender document.

"This is to certify that our proposed bid includes all the items and services mentioned in Bill of Quantity Section as well as other material and services based on self-assessment to complete the project and meets all the requirements of the tender document including but not limited to Scope of Work (including SLAs), project requirements and functional specifications, requirements, etc.

In case, any item, service, software, etc. is found non-compliant at any stage during work and project implementation or after acceptance, it would be replaced with a fully compliant product, solution at no additional cost to National Dam Safety Authority. In case of non-adherence of this activity, National Dam Safety Authority reserves the right to cancel the contract/ purchase orders, in case these are awarded to us by National Dam Safety Authority.

We shall comply with warranty, maintenance requirements as mentioned in the Tender Document with all terms of the tender. We further confirm that our technical and financial bid is for the entire scope of work, comprising all required components and our obligations, for meeting the scope of work and tender terms & conditions.

Yours sincerely,

_____
(Signature with date)

(Name and designation) _____
Duly authorized to sign bid for and on behalf of

_____

[Name & address of Bidder and seal of company]

Form 5: Scope of Work – Compliance

Bidder's name and address: _____

Bidder's reference No. _____ Date: _____

To
The Under Secretary (Admn./ Finance)
National Dam Safety Authority,
Department of Water Resources, RD & GR,
Ministry of Jal Shakti

Ref: Tender Document No.: - _____

Subject: Scope of Work Compliance

There are no deviations (null deviations) in the Scope of work section mentioned in Tender Document. <<<Bidder's name>>> certify that our proposal fulfils Scope of work including terms & conditions specified in tender document.

We understand and comply fully the scope of work including terms & conditions mentioned in the tender document. We certify that our proposed items & services are with same or higher specifications than the required and mentioned items & services in the tender document including its all terms.

In case, any item, service, software, etc. is found non-compliant at any stage during project implementation or after acceptance, it would be replaced with a fully compliant solution at no additional cost to National Dam Safety Authority. In case of non-adherence of this activity, National Dam Safety Authority reserves the right to cancel the contract, purchase order, etc., in case these are awarded to us by National Dam Safety Authority.

We further confirm that our commercial proposal is for the entire scope of work, comprising all required items, services, components, specifications, terms & conditions and our obligations, for meeting the scope of work.

Yours sincerely,

_____
(Signature with date)

(Name and designation) _____

Duly authorized to sign bid for and on behalf of

_____

[Name & address of Bidder and seal of company]

Form 6: Qualification Criteria – Compliance

Bidder's Name & Address:

_____

Bidder's Reference No.: _____ Date _____

To
The Under Secretary (Admn./ Finance)
National Dam Safety Authority,
Department of Water Resources, RD & GR,
Ministry of Jal Shakti

Ref: Tender Document No. _____

Subject: Section- Qualification Criteria – Compliance

Note to Bidders: Statements and documents to confirm conformity to Qualification Criteria of this tender shall be mentioned & attached herewith. You shall attach documents as required for qualification criteria. Add additional details not covered elsewhere in your bid in this regard. Non-submission or incomplete submission of documents may lead to rejection of the bid as nonresponsive.

S. No.	Document Attached, duly filled, signed, and copies self-attested
1	
2	
3	
4	
5	
6	
....	
....	

Yours sincerely,

_____
(Signature with date)

(Name and designation) _____

Duly authorized to sign bid for and on behalf of

_____

[Name & address of Bidder and seal of company]

Form 7: Experience Statement
Statement of completion of Project Last five Years
(On Company Official Letter Head)

Bidder's Name & Address: _____

Bidder's Reference No. _____ Date _____

To
The Under Secretary (Admn./ Finance)
National Dam Safety Authority,
Department of Water Resources, RD & GR,
Ministry of Jal Shakti

Ref: Tender Document No. _____

Subject: Section- Qualification Criteria - Compliance

Note to Bidders: Fill up this Form for your past performance, experience, etc. highlighting the qualification to supply relevant items & services as specified in Qualification Criteria section of Tender Document. Statements and Documents to the Experience Statement shall be mentioned and attached herewith. Add additional details, not covered elsewhere in your bid in this regard.

Order issued by (Complete address along	Purchase Order No. & Date	Project detail	Start Date of Project	Completion Date of Project	Project Value

Enclosure: Relevant Document Attached.

Yours sincerely,

(Signature with date)
_____
(Name and designation)
Duly authorized to sign bid for and on behalf of
_____
[Name & address of Bidder and seal of company]

Form 8: Terms & Conditions- Compliance

(On Company Official Letter Head)

Bidder's Name & Address: _____

Bidder's Reference No. _____ Date _____

To
The Under Secretary (Admn./ Finance)
National Dam Safety Authority,
Department of Water Resources, RD & GR,
Ministry of Jal Shakti

Ref: Tender Document No. _____

Subject: Terms & Conditions- Compliance

1) With reference to our Bid submitted against the above referred Tender no _____, we hereby confirm that we comply with all terms, conditions and specifications of the Tender Documents read in conjunction with Amendment(s), Clarification(s) (if any) issued by NDSA prior to last date of submission of bids and the same has been taken into consideration while submitting our bid and we declare that we have not taken any deviation in this regard.

2) We further confirm that any deviation, variation or additional conditions etc. or any mention, contrary to Bidding Documents and its Amendment(s), Clarification(s) (if any) as mentioned at above found anywhere in our bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to National Dam Safety Authority.

Yours sincerely,

(Signature with date)
_____
(Name and designation)
Duly authorized to sign bid for and on behalf of
_____
[Name & address of Bidder and seal of company]

Form 9: Documents relating to Bid Security.

Bid Securing Declaration
(On Company Letter Head)

Bidder's Name & Address: _____

Bidder's Reference No. _____ Date _____

To
The Under Secretary (Admn./ Finance)
National Dam Safety Authority,
Department of Water Resources, RD & GR,
Ministry of Jal Shakti

Ref: Tender Document No. _____

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organization for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:
   a. withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
   b. being notified within the bid validity of the acceptance of our bid by the NDSA, but refused to or failed to produce   the original documents for scrutiny or   the required Performance Security within the stipulated time under the conditions of the Tender Document.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:
1)   receipt by us of your notification
        (a) of cancellation of the entire tender process or rejection of all bids or
        (b) of the name of the successful bidder or
2)   forty-five days after the expiration of the bid validity or any extension to it.

Yours sincerely,

(Signature with date)
_____
(Name and designation)
Duly authorized to sign bid for and on behalf of
_____
[Name & address of Bidder and seal of company]

Form 10: Bank Guarantee Format for Performance Security
(To be stamped in accordance with Stamp Act)
(The non-judicial stamp paper should be in the name of issuing Bank)

B.G. NO. _____
Date of issue _____
Amount (Rs.) _____
Valid upto _____
Claim Amount upto _____

To
The Under Secretary (Admn./ Finance)
National Dam Safety Authority,
Department of Water Resources, RD & GR,
Ministry of Jal Shakti

Dear Sir,

In consideration of National Dam Safety Authority, Department of Water Resources, RD & GR, Ministry of Jal Shakti, (hereinafter referred as the 'Owner', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ (name, constitution and address) (herein referred to as the 'Contractor', which expression shall unless repugnant to the context of meaning thereof, include its successors, administrator, executors and assigns) a Purchase Order No. _____ dated _____ valued at _____ (hereinafter referred to as Contract) and the Contractor having agreed to provide a Bank Guarantee towards Performance of the entire Contract equivalent to Rs. _____ (amount of BG) (i.e. _____ per cent of the said value of the Contract) to the Owner.

We _____(name of the Bank) having its Registered Office at _____ and Corporate/Head Office at _____ (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay at any time up to (day/month/year including claim period) an amount not exceeding Rs. _____ , within ten (10) Calendar days from the date of receipt by us on first written demand by Owner; through hand delivery or registered A.D. Post or by speed post or by courier, stating that "Contractor" has failed to perform its obligations under the Contract. Aforesaid payment will be made without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the owner the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course of or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the owner or by any other matters or thing whatsoever which under law would, but for this provision, have the affect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractors liabilities.

This Guarantee can be invoked in one or more trenches and in such a case Owner will not be required to submit the original Guarantee along with submission of claim.

Notwithstanding anything mentioned herein above our liability under this guarantee is restricted to Rs. _____ and it shall remain in force up to and including shall be extended from time to time for such period as may be desired by the Contractor on whose behalf this guarantee has been issued.

WITNESS   BANK

Signature _____   Signature
_____
Name _____   Name
_____

                                                                        (Bank's Rubber Stamp)
                                        Seal, name & address of the Bank and address of the Branch
                                                                Designation with Bank Stamp

Form 11: Non-Disclosure Agreement

(To be submitted on Non-Judicial Stamp Paper of Rs 100/-)

This agreement is made as on the
_____, between National Dam Safety
Authority under the administrative control of Department of Water Resources, River
Development and Ganga Rejuvenation, Ministry of Jal Shakti through its Chairman which
expression shall unless repugnant to the subject or the context mean and include its
successors, nominees or assigns.

And

<<<Bidder / Contractor Name>>> called as "_____" through its
_____ which expression shall unless repugnant to the subject or the
context mean and include its successors,
nominees or assigns.

National Dam Safety Authority and <<Bidder/ Contractor Name>> are sometimes referred
to herein individually as "Party" and collectively as "Parties".

Tender No. _____"is for the Procurement of Cloud Service from
Meity Empanelled Vendor as per the terms mentioned in the tender document through
Govt. e- Marketplace (GeM) –reg." and Contract no. _____
(hereinafter referred as "Project").

National Dam Safety Authority and <<Bidder / Contractor Name>> have entered into a
contract to deliver this project, Now, both the parties enter into this agreement and agree
that information provided and available with each party in respect of this project is to be
used only for the specific project purpose and parties are required to protect such
confidential information from unauthorized use and disclosure.

In consideration of the other party's disclosure of such information, each party agrees as
follows:

1. This Agreement will apply to all confidential and proprietary information disclosed,
   owned or collected by one party to the other party, including information generated
   under this project, which the disclosing party identifies in writing or otherwise as
   confidential to the receiving party ("Confidential information"). Information consists of
   certain specifications, designs, plans, drawings and /or technical information, software,
   data etc., and all copies and derivatives containing such information, that may be
   disclosed to one another for and during the purpose, which a party considers
   proprietary or confidential ("Information"). Information may be in any form or medium,
   tangible or intangible, and may be communicated/disclosed in writing, orally, or through
   visual observation or by any other means to one party (hereinafter referred to as the

receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party.

2. National Dam Safety authority and <<Bidder/ Contractor Name>>hereby agree that during and after the Agreement Period:
   a) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined, shall cause its employees, outsourced agencies, vendors, implementation partners and contract employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential for fulfilling the purpose, and shall prevent disclosure of information to third parties.
   b) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed.

3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate which:

   a) was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
   b) has become generally available to the public without breach of confidentiality obligations of the receiving party; or
   c) was in the receiving party's possession without restriction or was known by the receiving party without restriction in vogue at the time of disclosure; or
   d) is the subject of a subpoena or other legal or administrative stipulated requirement demand for disclosure; provided, however that the receiving party has given the disclosing party prompt notice of such requirement for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure and appropriate protective order; or
   e) is disclosed with the prior written consent of the disclosing party; or
   f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
   g) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.

4. Each party agrees not to remove any of the other party's Confidential Information from the premises and sites of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any confidential information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises and sites. Each party agrees to comply with any and all terms and conditions the disclosing party's may impose upon any such approved removal, such as conditions that the removed confidential

information and all copies must be returned by ascertain date, and that no copies are to be make off of the premises.

5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's confidential information all copies thereof.

6. Each party recognizes and agrees that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity or may seek the intervention of Under Secretary (Admn./ Finance), NDSA for such a breach.

7. Access to information hereunder shall not preclude an individual who has seen such information for the purpose of this agreement from working on future projects for the receiving party which relate to similar subject matters provided that such individual does not make reference to the information and does not copy the substance of the information during the confidentiality period thereafter as required by applicable law. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know how developed by the receiving party's personnel under this agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.

8. As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection rights, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this agreement and the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase, or sale or to enter into any additional agreement of any kind.

9. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.

10. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.

11. That in case of any dispute or differences, breach & violation relating to the terms of this agreement, the said matter or dispute, difference shall be referred to arbitrator(s), as per Section-IV – Para No. 57 (Arbitration) of RFP.

12. This Agreement constitutes the entire agreement of the parties with respect to the party's respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto.

13. The parties can amend or modify this agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other Party's written consent.

14. This Agreement will remain in effect during the currency of agreement & shall survive even after expiry of the agreement or project. The Non-disclosure agreement shall remain valid indefinitely.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by Their duly authorized officers or representatives.

For and on behalf of   For and on behalf of
National Dam Safety Authority
Department of Water Resources, RD & GR
Ministry of Jal Shakti   << Contractor Name >>
Government of India.

_____   _____
Name: Pankaj Sinha   <<Authorized to sign from Contractor Name >>
Designation: Under Secretary   Designation: