REQUEST FOR PROPOSAL (RFP)

for

Cloud Hosting and Services for

for

All India Council for Technical Education

RFP No: AICTE/e-Gov/cloud services

ALL INDIA COUNCIL FOR TECHNICAL EDUCATION (AICTE)

(A Statutory Body of Government of India)

Nelson Mandela Marg,

Vasant Kunj, New Delhi-110070

All India Council for Technical Education, New Delhi (AICTE)

RFP No. AICTE/e-Gov./cloud services

E-Bids, valid for a minimum period of 90 days from the date of opening, are invited by AICTE through Central GeM, Government e-Market Place for seeking Cloud Hosting and Cloud Services as turnkey project for a minimum period of three years by AICTE Headquarters, Nelson Mandela Marg, Vasant Kunj, New Delhi **on basis of 'Pay as you Go' Model.**

Tender Fees (non-refundable)	Not applicable as per latest Government Notifications (to be downloaded from the Portal)

RFP schedule is as follows:

S No.	Topic	Date
1	Start date of issuance of RFP document	11.08.2021
2	Last date for Online Submission of e-bids	01.09.2021 at 5:00PM
3	Date and time of opening of Pre-Qualification e-bids	18.08.2021 at 11:00AM
4	Date and time for opening of Technical e-bids	01.09.2021 at 5:30PM
5	Date and time for opening of Commercial e-bids	To be intimated later to technically qualified Bidders
6	Estimated Value of the Project	**Rs. 2.00 Crore (Rupees Two Crore only) per year**
7	Validity of the Proposal	90 Days from the RFP due date

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1.1 About AICTE

All India Council for Technical Education (AICTE) was set-up in November 1945 as a national level apex advisory body to conduct survey on the facilities on technical education and to promote development in the country in a coordinated and integrated manner.

a) To ensure the same, as stipulated in the National Policy of Education (1986), AICTE be vested with statutory authority for planning, formulation and maintenance of norms and standards, quality assurance through accreditation, funding in priority areas, monitoring and evaluation, maintaining parity of certification and awards and ensuring coordinated and integrated development and management of technical education in the country.

b) AICTE is responsible for proper planning and coordinated development of the technical education and management education system in India.

c) The AICTE accredits postgraduate and graduate programs under specific categories at Indian institutions as per its charter. It is assisted by 10 Statutory Boards of Studies, namely, UG Studies in Eng. & Tech., PG and Research in Eng. and Tech., Management Studies, Vocational Education, Technical Education, Pharmaceutical Education, Architecture, Hotel Management and Catering Technology, Information Technology, Town and Country Planning.

d) AICTE has its new headquarters building in Delhi on the Nelson Mandela Road, Vasant Kunj, New Delhi, 110067, which has the offices of the Chairman, Vice-Chairman, and the Member Secretary. Additionally, it has regional offices at Kanpur, Chandigarh, Gurgaon, Mumbai, Bhopal, Baroda, Kolkata, Guwahati, Bangalore, Hyderabad, Chennai and Thiruvananthapuram.

1.2 Background

AICTE implemented an e-Governance system in 2010. The main objective of the e-Governance cell is to bring Accountability Integrity Credibility Transparency & Efficiency AICTE introduced e-Governance System in 2010 with the objective of bringing **A**ccountability, **I**ntegrity, **C**redibility, **T**ransparency & **E**fficiency in day-to-day activities of the organization to provide effective services to all its stakeholders. One such important activity in this direction is completely doing the grant or extension of Approval to the New and Existing Technical Institutes in a totally Online mode. Today AICTE is giving approval to more than 11000 technical institutions which are applying online to get AICTE approval and their application processing which includes scrutiny, re-scrutiny, Expert Visits, and other verification process and final decision through online mode including issue of Approval Letters. On receipt of applications submitted online the council initiates its approval process where in the application are processed through various stages comprising of committees scrutinizing the documents and committees physically verifying the infrastructure availability and its readiness for commencing the academia. The entire approval process is online including final payments, reimbursement, and other activities. Approval application is developed using Oracle platform with Seibel as front end.

1.3 Scope of the Project / Services

In addition to Approval of Technical Institutions, AICTE has initiated promotional activities Related to improvement in Technical Education across the country by way of providing Internship opportunities, industry connect, organizing Smart India Hackathon, Toycathon, International Hackathon and various other events of National importance for which web portals are launched.

AICTE also provide various awards in the field of excellence in Institution management and infrastructure, Faculty and students contribution in technology areas and emerging areas for which various web portals are designed, developed and entire process of inviting applications, shortlisting and related activities is carried out in online manner for e.g Vishwakarma Awards, Lillawati Awards, Clean and Smart Campus Award, AICTE also provides Scholarships and fellowships to Students of Higher Education like Prime Minister's Special Scholarship Schemes(PMSSS) for J & K state, Pragati (scholarship of Single Girl Child) , Saksham (Scholarship for Differently abled Students). Several other initiatives Like One Student One Tree, Jal Shakti Abhiyan and woman empowerment etc.
 are also implemented using IT based solutions.

Portals have been launched for Faculty Development, Student Learning Assessment project (SLA) and NEAT (National Education Alliance Technology) for assessment of Students and Industry Institute Collaboration. AICTE Training and Learning Academy (ATAL), Setting up of IDEALABS, Monitoring of various Schemes of Ministry of Education, Study In India(SII). AICTE has currently hosted and is managing its web applications from its own data center. Most applications are developed under Linux/Windows platform with MySQL Database.

AICTE has developed some applications using below technology/Services:

1. Microsoft Translation services API (Cognitive services)
2. MS Office 365 enterprise
3. MIRO(SaaS) Online collaborative whiteboard platform to bring teams together, anytime, anywhere used for development purposes(SaaS).
4. SLACK(SaaS) channel-based software that enables to conduct trainings and workshops for post hackathon purposes (SAAS).
5. Power Builder (2 Licenses) For Data Analytics and Automation tool is widely used in Govt. Organizations(SaaS).
6. WIRECAST (1 License) To manage Streaming of all MIC Online activities and video streaming along with social media integration to engage users on YouTube channel(SaaS)
7. CDN (Content Delivery Network) Services
8. Power APP for video streaming and storage. The Videos so recorded should be automatically stored on AICTE server in sync. mode while live-streaming.

1.4 Need for Cloud Hosting & Services for AICTE HQ, New Delhi

AICTE has been vested with statutory authority for planning, formulation and maintenance of norms & standards, quality assurance through accreditation, funding in priority areas, monitoring & evaluation, maintaining parity of certification and awards and the management of technical education in the country. The purview of AICTE (the Council) covers programs of technical education including training and research in Engineering, Technology, Architecture, Town Planning, Management, Pharmacy, Applied Arts and Crafts, Hotel Management and Catering Technology etc. at different levels.

AICTE has set up its own Data Centre having Internet Connectivity of 1 Gbps and 500 Mbps from PGCIL and Airtel respectively. All regional Offices are also having Internet connectivity of 100/10 Mbps. AICTE has its own Physical Servers, Firewall, Anti-Virus server, Layer 3 and layer 2 Switches as well as Wi-Fi Network with LAN serving around 400 users at AICTE HQs located at Nelson Mandela Road, Vasant Kunj, New Delhi-110070.

As the number of applications are increasing day-by-day AICTE plans to host new applications and migrate the existing applications of AICTE from current physical servers on Cloud in phased manner and use the state-of-art technology to take advantage of upscaling, downscaling and other benefit of cloud technology. The project to be executed on turnkey basis for a period of three years initially that can be extended further on mutual agreeable terms and conditions.

1.5 Documents required to be submitted along with the technical bid
The bidder should submit the following documents as part of bid:

1. Supporting document related to empanelment of cloud service provider with Meity,Govt. Of India
2. ISO 9001:2015, Information Security Management System ISO 27001:2013 valid certificate copies.
3. Average turnover of the bidder for each year for past 3 Years is **1 Crore**. (financial year 2017-18, 2018-19, 2019-20), Copy of audited statement.
4. Experience Certificates:
   a) One IT project of 3 Crore project value including Cloud Services in last 03 years.
                                          OR
   b) Two IT projects of 2 Crore each Project value Including Cloud Services or three IT projects of one Crore Project value including Cloud services for central/state government.
   c) Should have minimum 03 reference of Government Entity in India for providing (PaaS, SaaS) Services for which purchase order/performance certificate/project completion certificates from users should be submitted as part of bid.
5. Copy of purchase order or Contract / Completion Certificate/ Satisfactory report from Client, duly attested by bidder should be enclosed along with the Technical Bid.
6. In case of bidding by CSP partner, the bidders shall provide PAN, TAN, Sales Tax, GST, EPF registration certificate under their own name. The registration must be in force and shall not expire during the course of - Contract/work.
7. copy of authorization certificate from OEM/CSP.
8. Copy of Memorandum and Article of Association, Certificate of Incorporation, Partnership

Deed, Registration Certificate issued by the Registrar of Firms, MSME etc.

9. Authorization letter for signing the bid document on behalf of the bidder.

10. Technical Catalogue of services being provided as CSP/Partner.

11. Undertaking that bidder/CSP shall abide by Data Protection Act of Govt. of India, IT Act and its amendments carried out by Govt. of India from time to time.

12. Undertaking that rates quoted for services and back end infrastructure shall be fixed for a period of minimum three years and shall be binding for the period of Contract.

13. Undertaking that bidder shall comply with all terms, conditions and clauses as mentioned in RFP.

14. The bidder must have on its roll at least 20 Technically qualified professionals as on 31.03.2021 with combination of experience in implementing the cloud solution, System Integration, Virtualization, Security.

2. Responsibilities of Bidder/Cloud Service Provider:

The cloud service provider shall be responsible for following:

1. Bidder shall be responsible for setting up, installation, configuration, management, upgradation, and migration of application servers, database servers/storage.
2. Maintain and manage the required network components for the cloud services procured by AICTE. Setup and configure the VMs, storage, Network, Database etc. at DR site meeting RPO and RTO (Recovery Time Operations) requirements of AICTE Service provider shall provide access to logs for analysis.
3. Service provider shall not delete any data before without approval of AICTE during the period of Contract and will not delete any data after the expiry of Contract without written approval from AICTE.
4. Service provider shall be responsible for implementation, management and monitoring of DDOS, IPS, IDS Services, etc.
5. Service provider will implement anti-malware and conduct regular vulnerability scanning and penetration testing of systems and infrastructure.
6. Service provider shall have public Services in DMZ zone and High security services in MZ Zone.
7. Service Provider shall configure external connections to the hosting infrastructure required to upload database/files etc.
8. Service provider is expected to understand the complete architecture of existing applications and processes necessary for smooth migration of applications and databases including interdependencies between applications and data.
9. Service provider shall be responsible for deployment of Security patches on Hardware and Software.
10. Bidder will be responsible for migrating to cloud and managing the cloud services.
11. The bidder shall be responsible to monitor the cloud services and ensure 99.9 % uptime of all services as per agreement.
12. Establishing connectivity between AICTE's premises to cloud DC and DR site.
13. Deployment of New Applications on cloud, security administration, planning and implementation of cloud management and monitoring portals for complete infrastructure and services procured.
14. Bidder shall be responsible for monitoring and reporting services.
15. Bidder shall provide 3 Cloud engineers/cloud professionals initially for a period of one year on site at AICTE Headquarters.
16. Provide access to AICTE for installation/commissioning and management of Virtual Machines.
17. Provisioning of scalable storage capacity as per requirements of AICTE and availability of such services as per agreement.
18. Service provider shall ensure committed time taken for restoration of data from Backup as claimed.
19. Service provider should ensure and meet all standard data formats for data transfer /portability from cloud to AICTE machines and vice-versa.
20. Service provider shall demonstrate/Submit documentary proof for POC (Proof of Capability) as part of technical evaluation to understand the key features such as AUTO Scale up/down, Security protocols, Denial of Service (DoS, DDoS) attack), management and administration and audit capabilities of offerings, setting up of DR facilities, etc.
21. Service Provider shall provide inter-operability support with regard to APIs and Data Portability.

22. Service provider shall be responsible for security of Facilities, Physical Security of Hardware, Network infrastructure and virtualization Infrastructure.
23. Service provider shall be responsible for any Risk Management and planning, or issues related to migration of data from DC to DR.
24. Service Provider shall be responsible for managing services provided by third party vendors.
25. Service provider shall workout migration plan for co-existence of non-cloud and cloud architecture during and after the migration period in close coordination with AICTE.
26. Service provider shall provide necessary training to AICTE or its Systems Integrator on management of cloud VMs.
27. Service provider shall provide necessary technical documentations, design documentations, standard Operating Procedures (SOPs) required for operations and management of services.
28. All risk management related to migration, migration plan shall be jointly worked out with AICTE and Cloud Service Provider.
29. Service provider shall have provision to provide and support additional VM requirements and related services.
30. Service provider shall assist AICTE in planning for capacity building to meet growth and peak load assessment at the end of first year to ensure future requirements of AICTE are addressed.
31. The 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 first year in close coordination with AICTE.
32. Service provide shall provide Annual Technical Support from OEM under (Software procured as PaaS) during entire period of Contract.
33. AICTE and Service provider shall jointly workout multi-factor authentication for root account as well as any other privileged identity and access account associated with it.
34. Service provider shall be responsible for implementation of tools and processes for monitoring the availability of applications, responding to system troubleshooting.
35. Monitoring of performance, resource utilization and other events such as failure of services, degradation of services, availability of network, storage, Database systems, OS etc.
36. Provide the relevant reports, including real time as well as past data/reports on dashboard.
37. Service provider shall be responsible for conduct of DR Drills and follow Standard Operating Procedures (SOP) and inform AICTE in advance for such drills conducted twice a year normally, with 15 days' prior notice.
38. There should not be any data loss during backup from DC to DR.
39. Service Provider shall monitor Internet Links, MPLS -VPN including bandwidth, data transfer, response time and packet loss and perform corrective measures.
40. After the implementation of exit process, cloud service provider will delete/remove VMs, contents and data with approval of AICTE and ensure data cannot be forensically recovered and intimation of compliance thereafter.
41. The Service Provider will train and transfer the knowledge to the replacement agency or AICTE to ensure continuity and performance of services post expiry of Contract.

3. Role of AICTE/AICTE's Systems Integrator

1. AICTE /AICTE's System Integrator shall be responsible for management of all AICTE web applications hosted on Service provider's platform/Data Center.
2. AICTE shall be responsible for all web application SLA with systems Integrator.
3. AICTE shall be responsible for design/development and management of all web applications.
4. AICTE shall be hosting applications on Service provider's platform which include application configuration, addition and deletion of modules and ensure application functionality as per end user's requirements.
5. AICTE shall be responsible for planning and sizing of applications along with its architecture.
6. AICTE shall be responsible for remote administration of applications on VMs provided by Service provider through VPN.
7. AICTE will estimate the requirements of Infrastructure resources (like VMs, Storage etc.) for different environments such as production, pre-production (non-live environment), test environment etc.
8. AICTE will workout minimum resource requirements as well as indicative requirements of services like IP address/Load/Data transfer in Local and DR site etc.
9. AICTE shall also share with service provider the listing of existing Software licenses already procured by AICTE (OS/DB…) including its upgrades if any, and if required.
10. In case of New Projects AICTE will procure software licenses or may procure/ subscribe the minimum required licensees as part of PaaS (Platform as a Service)
11. AICTE will specify additional Security requirements for some applications like PCI-DSS. Data Encryption, Third Party authentication support (e.g. e-sign/Digital signing Certificates) for Payment gateway requirements.
12. AICTE shall define the data retention period for all applications as per need basis application-wise.
13. AICTE shall define the Log retention policy, application-`wise as per need.
14. AICTE shall work out estimated size of data for backup wherever possible.
15. AICTE shall be responsible to conduct of regular vulnerability scanning and penetration testing of applications and fixing up of such vulnerabilities.

4. Minimum Pre-Qualifications

The cloud service provider should qualify based on minimum qualifying criteria given below:

1. The Service provider should be empanelled with Meity, Govt. of India.
2. The Primary and DR Data Centre (Cloud) shall be physically located in India. The proposed Datacenter for DR should be in different cities. The data should not be transferred out side of country's boundary.
3. The CSP should be capable of providing IaaS (Infrastructure as a Service), SaaS(Software as a Service) and PaaS (Platform as a Service)
4. The services offered should be based on Quality driven process like Quality Management System ISO 9001:2015, Information Security Management System ISO 27001:2013, Service Management System ISO 20000-1:2011 as mandatory certifications.
5. Turnover of the bidder should be more than Rs/- **1 Crore** for each year for past 3Years (financial year 2017-18, 2018-19, 2019-20)
6. The bidder should have experience in executing projects of supply, installation, testing, commissioning, O&M for project Including application building & Cloud services provided on Meity(Ministry of Electronics and Information Technology) empaneled cloud and IT/ITES/ICT, FMS for any central/state govt/PSU or government body/ institution in India during last three financial years (2017-18, 2018-19, 2019-20 & Till the date of Bid submission). The bidder should have experience of having handled a minimum of:
   c) One IT project of 3 Crore project value including Cloud Services in last 03 years.

   OR

   b) Two IT projects of 2 Crore each Project value Including Cloud Services or three IT projects of one Crore Project value including Cloud services for central/state government in last three years.
   d) Should have minimum 03 reference of Government Entity in India for providing (PaaS, SaaS) Services for which purchase order/performance certificate or project completion certificates from users should be submitted as part of bid.
7. Cloud Service Provider should be operating in India for at least 5 years.
8. The bidder has to provide 24 hours 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. 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 class/tickets should be with escalation mechanism.
9. CSP should be a registered firm or a company in India and the proposed Data Centers (DC & DR) should have jurisdiction in India.
10. Cloud Service Provider should be STQC audited and empaneled and offer all services from India only as per guidelines of Meity.

11. The CSP should provide all variants of cloud services as per Meity guidelines.
    a. Infrastructure as a Service (IaaS)

b. Platform as a Service (PaaS)

c. Software as a Service (SaaS)

12. The proposed data center must be Tier III or above for better availability of cloud services. Bidder should provide high availability and high throughput enabled virtual machine The specifications for these virtual machines should be declared in public portal of CSP.

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

14. CSP will be required to provide or integrate SMTP/Email/SMS and Digital Signature obtained by AICTE through Third party like NIC/CCA empaneled vendors and assist AICTE for port opening for such services.

15. Necessary notifications/alerts for auto-provisioning/scaling should be available with Service provider.

16. CSP shall guarantee 99.9% Uptime of data center including all services as per SLA.

17. Database shall be dedicated installation for AICTE only in case database is as SaaS.

The instances should be able to support at least the following operating systems: Windows server 2012 or higher and Linux Enterprise distribution (such as Oracle Linux/Ubuntu/CentOS/SUSE/Redhat, etc.).

18. The rates should be fixed and valid for three (3) years and binding for the period of contract .

5. General Conditions

S.No	Item Description
1	Monitoring tools shall not capture or send AICTE data to any other establishment over Cloud.
2	The E-BIDDER shall have to enter in SLA (Service Level Agreement) with AICTE. E-BIDDER should have ability to Integrate with Digital Certificate/signature and other similar services like email/SMS obtained by AICTE from Third party.
3	The ownership of Data as well as application shall be of AICTE and AICTE can ask for full copies of Data and applications at any time.
4	E-BIDDER shall provide complete inter-operability support with regard to available APIs, data Portability, application portability in case AICTE decides to Change the cloud service provider including DR or backups.
5	No data shall be shared with any Third Party without written approval of Competent Authority of AICTE unless legally required by Court Orders.
6	E-BIDDER shall be responsible for managing and controlling the underlying cloud infrastructure including O.S, Storage, network, Security. Deployed Applications shall be managed and controlled by AICTE
7	As part of PaaS the e-Bidder shall provide all necessary technical support for backend infrastructure like O.S, Databases etc.
8	Prior Intimation (at least 15 days) shall be given to AICTE by Service provider for any scheduled maintenance of servers.
9	The E-Bidder shall be responsible for all upgrades of Operating systems, Database and related tools including patch management.
10	CSP/E-BIDDER shall have to enter into non-disclosure agreement with AICTE for data/documents stored on Data Centre.
11	SLA shall have exit Clause based on mutual Terms and conditions.
12	E-BIDDER shall be responsible for Data and Application Migration of existing applications, which AICTE would like to migrate to new environments of cloud. Necessary requirements shall be shared by AICTE in phased manner.
13	E-Bidder shall be responsible for deploying new applications on Cloud, user administration, security administration, planning and implementation with monitoring tools for infrastructure and Services procured.

14	The e-Bidder shall ensure minimum Three years of services extendable with mutual consent with exit clause in SLA.
15	The Billing Cycle shall be quarterly and services to be quantified on monthly subscription/utilisation basis.
16	AICTE may or may not seek all services in one go, however, E-BIDDER shall provide the services on demand basis for which Billing shall be from the date of initiation of such services and actual utilisation.
17	The E-Bidder shall provide along with Invoices, consumption report to supplement the Invoices.
18	Appropriate penalty shall be applied as per Service Level Agreement mutually acceptable to AICTE and Service provider.
19	The development and testing requirements may be different than production requirements, hence upscaling and downscaling should be possible.
20	Service Provider should be able to provide load balancing for proper distribution of traffic.
21	The load balancing should be l supporting Database as well.
22	Services providers should be in position to provide DR Services.

6. Infrastructure and Services Requirements of AICTE

	Item -A Student Learning Assessment Project(Phase-1)	
	Application	**Quantity**
1	8 Core, 32GB Ram VCPU Linux Server (Production and Pre-prod), 1 TB hard **disk**	2
2	Database: 256 GB Ram, 32 Core VCPU Linux Server, 1 TB hard disk (Production and Pre-prod)	2
3	16GB Ram, 4 Core VCPU Linux Server , **1 TB hard disk (QA and Development)**	2
4	Database: 64 GB Ram, 16 Core VCPU Linux Server, 1 TB harddisk (QA and Development)	2
	Item -B NEAT, IKS and MIC (Phase-1)	
	Application	
1	(16 VVCPUs 128 GiB memory),16 TB Disk storage with at least one Private IP and One Public IP each	14
	General Purpose, 64 vCore(s), 1280 GB, 8 TB Disk storage etc.	6

7.0   Services required

- VMs as above with Fixed cost per month with Linux/Windows Platform
- Linux box with Angular.js, Laravel, Php, mysql, node.js, server with apache/nginix/iis any version php version greater than or equal to 7.0.
- Database: MYSQL/MONGO DB /Postgre SQL or any other open-source Database
- Backup of Database and applications Locally and on DR
- Inter and Intra Region Data Transfer
- Bandwidth
- Log Analysis
- Disk Read/Write operations
- Static and Dynamic IPs
- VPN services
- Dash Board for AICTE administrator for Monitoring VMs and reports, Utilisation of resources.
- Load Balancing
- Web application Firewall(WAF) Services.
- Anti-Virus and patch management
- Domain URL mapping
- Any other service which may be required in future

Note: *Model to be used: "Pay as You Go" on monthly consumption basis.

8.0   Specialized Services and Licensing

The cloud services provider/bidder should be capable of providing the following services as AICTE has developed some applications using below technology/Services:

- ➢ Microsoft Translation services API
- ➢ MS Office 365 enterprise
- ➢ MIRO(SaaS) Online collaborative whiteboard platform to bring teams together, anytime, anywhere used for development purposes(SaaS).
- ➢ SLACK(SaaS) channel-based software that enables to conduct trainings and workshops for post hackathon purposes (SAAS).
- ➢ Power Builder(2 Licenses) For Data Analytics and Automation tool is widely used in Govt Organizations(SaaS).
- ➢ WIRECAST(1 License) To manage Streaming of all MIC Online activities and video streaming along with social media integration to engage users on YouTube channel(SaaS)
- ➢ Supports online Video streaming, storage and Archival like PowerApp Studio or similar Tools.
- ➢ CDN (Content Delivery Network) Services

Note: *The above requirements are indicative and AICTE has the right to increase/decrease during the implementation process as per need.
During the Technical Evaluation the vendor shall host one of the above application/services on the cloud and will demonstrate the successful functioning of the application.

9. Service Level Agreement:

The bidder shall be required to enter into SLA (Service Level Agreement) which will clearly define the roles/responsibilities and other clauses as applicable and acceptable by AICTE and Bidder.

10. Contract Period:

The Contract will be initially for a period for three Years from award of contract/signing of agreement on the terms & conditions of SLA. The rates of services shall be fixed for a period of three years during the period of contract/signing of agreement. AICTE reserves the right to curtail or extend the validity of contract based on performance as per SLA.

11. Performance Security Deposit

The successful bidder shall have to deposit a Performance Security Deposit of the 5 % of the total amount of work order within three (3) weeks of the receipt of the LOI/Order. The performance security deposit will be furnished in the form of Demand draft drawn in favor of **Member Secretary, AICTE**. The

performance security deposit should be valid for sixty days beyond the date of completion of all contract obligations/warranty period.

12. Terms of Payment

The payment shall be made on submission of the bills on quarterly basis. The bill submitted by the bidder should be duly certified by the concerned project officer of AICTE. No advance payment will be made. Payment shall be made only on the basis of actual consumption of services, duly supported with the requisite details of services and consumption report.

Invoice (i.e. Tax invoice as per Service Tax rules clearly indicating Tax registration number, Service Classification, rate and amount of Tax shown separately). The Service provider will submit a bill, in the name of AICTE. No claim for interest will be entertained by the AICTE in respect of any payment/deport which will be held with the AICTE due to dispute between AICTE and Service provider or due to administrative delay for the reasons beyond the control of AICTE.

All Taxes as per applicable by Govt. of India from time to time will be deducted from all payments made by AICTE. The payment is mandatory through NEFT/RTGS only.

13. Exit Management Clause

1. AICTE intends to use cloud services provided by the service provider for a period of 3 years and service provider shall enter into a 3-year contract agreement with AICTE initially. However, AICTE reserves the right to terminate the contract at any point of time without any explanation by giving 3 months' notice.
2. The bidder shall be responsible for providing the tools for import / export of VMs & content on offline physical storage devices, as agreed by AICTE, and shall be responsible for preparation of the Exit Management Plan and carrying out the exit management / transition at no extra cost.
3. In the event of change of accreditation of bidder (Lower accreditation, losing partnership) AICTE reserves the right to terminate the contract.
4. The bidder is responsible for both Transitions of the Services as well as Migration of the VMs, Data, Content and other assets to the new environment at no extra cost.
5. The format of the data transmitted from the cloud service provider to the new environment created by AICTE or any other Agency should leverage standard data formats. On expiration / termination of the contract, Bidder will need to handover complete data in the desired format to AICTE which can be easily accessible and readable without any additional cost to AICTE. Data so received should be transportable to any other Public/Private cloud.
6. The bidder shall carry out the migration of the VMs, data, content and any other assets to the new environment created by AICTE or any other Agency (on behalf of AICTE) on alternate cloud service provider's offerings to enable successful deployment and running of AICTE's solution on the new infrastructure including software licenses at no extra cost.
7. The bidder shall ensure that all the documentation required by AICTE for smooth transition (in addition to the documentation provided by the Cloud Service Provider) are kept up to date and all such documentation is handed over to AICTE during regular intervals as well as during the exit management process.
8. If the bidder fails to meet the guidelines & standards as set by Government of India and AICTE.

14. General Instructions/Terms and conditions

a. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisors in relation to this RFP.

b. All information supplied by Bidders may be treated as contract binding on the Bidders, on successful award of the assignment by AICTE on the basis of this RFP.

c. No commitment of any kind, contract or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of AICTE.

d. AICTE reserves the right to cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of AICTE

e. This RFP super cedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

f. Examination of RFP Documents

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

15. Conflict of Interest

AICTE requires that Bidder provides professional, objective and impartial advice and at all times hold the AICTE's interest's paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidder shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of AICTE. Without limitation on the generality of the foregoing, Bidder and any of their associates shall be considered to have a conflict of interest and shall not be recruited under any of the circumstances set forth below:

a) If there is a conflict among implementation, operation and maintenance of IT Integrated solution assignments, the Bidder (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Bidder shall not be recruited for the relevant assignment.

b) A Bidder cannot be recruited to carry out an assignment that, by its nature, will result in conflict with another assignment of such Bidder.

16. Code of integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes

a) Prohibition of:

i. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

iii. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.

iv. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

v. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

vi. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

vii. obstruction of any investigation or auditing of a procurement process.

viii. making false declaration or providing false information for participation in a tender process or to secure a contract;

b) Disclosure of conflict of interest.

c) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any government entity in India during the last three years or of being debarred by any other government procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, concludes that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, the Bidder's proposal will be summarily rejected.

17. Fraud and Corruption

The Bidders is required to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the following shall apply:

a) For the purpose of this provision, the terms are defined and are set forth as follows:

i. **"Corrupt Practice"** means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the Contract of any such official in the procurement process or in Contract execution.

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

b) AICTE will reject Proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract.

c) AICTE will declare a Company ineligible either indefinitely or for a stated period of time, to be awarded a Contract if it, at any time, determines that the Company has engaged in corrupt or fraudulent practices in competing for, or in executing, and the assignments awarded by AICTE.

Compliant Proposals / Completeness of Response

a) Bidder is advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and non-responsive and the Proposal may be rejected.
c) Bidders must:
    i.   Include all documentation specified in this RFP;
    ii.   Follow the format of this RFP and respond to each element in the order as set out in this RFP

18. Sub-contracting

Sub-contracting is not allowed in this bid.

19. Queries / Clarifications on the RFP

Queries / Request for clarifications on the RFP shall be sent by Bidders through email only in the format specified in the RFP not later than the date and time specified in the 'Bidding Schedule'. All the requests shall be addressed to AICTE contact person assigned as mentioned in the 'Bidding Schedule'. No request for clarification from any Bidder shall be entertained after the last date and time mentioned in the 'Bidding Schedule'.

19. Supplementary Information/Corrigendum/Amendment to the RFP

a) At any time prior to the deadline (or as extended by AICTE) for submission of bids, AICTE for any reason, whether at its own initiative or in response to clarifications requested by the Bidder may modify the RFP document by issuing amendment(s) or issue additional data to clarify an interpretation of the provisions of this RFP.
b) Such supplements / corrigendum to the RFP issued by AICTE would be displayed on the e-Tendering Portal / Website of AICTE and may additionally also be communicated by e-mail to the Bidders.
c) Any such supplement / corrigendum / amendment shall be deemed to be incorporated by this reference into this RFP.
d) Any such supplement / corrigendum / amendment will be binding on all the Bidders.

e) AICTE will not be responsible for any misinterpretation of the provisions of this Tender document on account of the Bidders failure to update the Bid documents based on changes announced through the website.

f) In order to allow Bidders a reasonable time to take the supplement / corrigendum / amendment(s) into account in preparing their bids, AICTE, at its discretion, may extend the deadline for the submission of bids.

21. Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of Proposal, in providing any additional information required by AICTE to facilitate the evaluation process, and in negotiating a definitive service Agreement all such activities related to the Bid process. This RFP does not commit AICTE to award a Contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the Contract for implementation of the Project.

22. Right to terminate the process

AICTE makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this RFP does not constitute an offer by AICTE. The RFP does not commit AICTE to enter into a binding Agreement in respect of the Project with the Bidders.

23. Modification, Substitution or Withdrawal of Proposals

No Proposal may be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the validity period specified by AICTE. Entire Bid Security may be forfeited if any of the Bidders withdraw their Bid during the validity period.

24. Language of Bids
This bid should be submitted in English language only.

Ownership of Application / Documents Prepared by the Successful Bidder
All plans, specifications, designs, reports, other documents, patent and software including the all the hardware shall be absolute property of AICTE. The Successful Bidder shall transfer to AICTE all Intellectual Property rights. The Successful Bidder shall not use anywhere, without taking permission, in writing, from the AICTE and AICTE reserves right to grant or deny any such request.

25. Confidentiality

a) The Bidder shall not use Confidential Information, the name or the logo of AICTE and AICTE except for the purposes of providing the Service as specified under this Contract;

b) The Bidder may only disclose Confidential Information in the following circumstances:
   i. with the prior written consent of AICTE;
   ii. to a member of the Bidder's Team ("Authorized Person") if:
      - the Authorized Person needs the Confidential Information for the performance of obligations under this Contract.
      - the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this Contract. The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of AICTE.

c) The Bidder shall notify AICTE promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of AICTE.

d) The Bidder shall be liable to fully recompense AICTE for any loss of revenue arising from breach of confidentiality. AICTE reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause.

26. Notification of Award

a) Prior to the expiration of the validity period AICTE will notify the successful Bidder in writing or by email, that its proposal has been accepted (Letter of Intent). In case the tendering process / public procurement process has not been completed within the stipulated period, the AICTE, may request the Bidders to extend the validity period of their Proposal.

b) The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

27. AICTE Contract finalization and Award

a) The AICTE shall reserve the right to negotiate with the Bidder(s) whose Proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by Central Vigilance Commission (CVC).On this basis the draft Contract agreement would be finalized for award & signing

28. Performance Bank Guarantee

a) On receipt of a letter of intent from the AICTE, the successful Bidder will furnish a Performance Bank Guarantee equivalent to 5% per cent of the total Contract value, on or before the signing of the subsequent Contract, within 15 days from notification of award. In case the successful Bidder fails to submit Performance Bank Guarantee within the time stipulated, the AICTE may at its sole discretion cancel the letter of intent without giving any notice and encase the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.

b) The Performance Bank Guarantee furnished by the successful Bidder shall be as prescribed in SLA. The successful Bidder shall ensure, the Performance Guarantee is valid at all times during the Term of the subsequent Contract (including any renewal) and for a period of 60 days beyond all Contractual obligations, including warranty terms.

c) Performance Bank Guarantee will have to be renewed for such further periods till validity of the Contract and thereafter the Performance Bank Guarantee shall be refunded to the vendor without any interest.

d) The vendor should not assign or sublet any activity under the Contract or any part of it to any other agency. Failure to do so shall result in termination of Contract and forfeiture of Performance Bank Guarantee

e) AICTE may, at any time, terminate the Contract by giving written notice to the vendor without any compensation, if the vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to AICTE.

f) In the event the selected bidder's company or the concerned division of the company is taken over / bought over by another company, all the obligations and execution responsibilities under the agreement with AICTE, should be passed on for compliance by the new company in the negotiation for their transfer.

29.   Signing of Contract

a) Subsequent to receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter into, incorporating all clauses, pre-bid clarifications and the Proposal of the Bidder, between the AICTE and the successful Bidder.

b) In case of exigency / non-performance / default, if AICTE gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder.

30.   Failure to Agree with the Terms and Conditions of the RFP

a) Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event AICTE may award the Contract to the next best value Bidder or call for new proposals from the interested Bidders.

b) In such a case, the AICTE shall invoke the PBG of the most responsive Bidder.

31. **Performance Measurements**

a) Unless specified by AICTE to the contrary, the Bidder shall perform the Services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work, Service Specifications and Service Levels as laid down in this tender.

b) If the Contract, Scope of Work, Service Specification includes more than one document, then unless AICTE specifies to the contrary, the latter in time shall prevail over a document of earlier date to the extent of any inconsistency.

c) AICTE reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications upon agreement with the System Integrator/service provider and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the Schedule of Requirements.

d) If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of AICTE's changed order.

32. **Resolution of dispute amicably/through arbitration**

The law of the land shall govern this contract. Any dispute between the parties arising in connection with the performance of this contract shall be resolved amicably between the representatives nominated by both the parties through the process of negotiation. In case the dispute is not resolved, then it shall be referred to the Chairman, AICTE and the Chief of the opposite party for settlement.

If the dispute is not resolved, then it shall be referred to the Sole Arbitrator for arbitration proceedings as per the provisions contained in the Indian Arbitration and Conciliation Act, 1996(as amended from time to time and in force at the time when the reference is made). The Sole Arbitrator shall be appointed with the consent of both the parties. The Sole Arbitrator shall be appointed within a period of 60 days from date of receipt of written notice/demand of appointment of arbitrator from either party. The seat and jurisdiction of the arbitration proceedings shall be at New Delhi. The arbitration proceedings shall be in English language. The cost of the arbitration proceedings shall be borne equally by both the parties as per Arbitration rules.

If any dispute remains still unsettled, in that case, the same shall be adjudicated by the Courts of Law at New Delhi.

33. Annexures-Formats

33.1 Annexure-1

Check List

Sr. No.	Pre-qualification criteria	Documents to be provided	Attached(Y/N)
01.	Supporting document related to empanelment of cloud service provider with Meity, Govt. Of India	Certificate/ documentary proof of empanelment with Meity	
02.	ISO 9001:2015, Information Security Management System ISO 27001:2013 valid certificate copies	Copy of ISO Certificates	
03.	Average turnover of the bidder for each year for past 3Years (financial year 2017-18, 2018-19, 2019-20), Copy of audited statement. .	Turnover Certificate issued by the statutory auditor of the company/ Last three year balance sheet or Income tax return.	
04.	Experience Certificates: a) One IT project of 3 Crore project value including Cloud Services in last 03 years. OR b) Two IT projects of 2 Crore each Project value Including Cloud Services or three IT projects of one Crore Project value including Cloud services for central/state government. c) Should have minimum 03 reference of Government Entity in India for providing (PaaS, SaaS) Services for which purchase order/performance certificate/project completion	Submit the copy of the Purchase orders/ documentary Proof.	

	certificates from users should be submitted as part of bid.		
05.	Copy of purchase order or Contract / Completion Certificate/ Satisfactory report from Client, duly attested by bidder should be enclosed along with the Technical Bid.	Submit the copy of thePurchase orders/ documentary Proof.	
06.	In case of bidding by CSP partner, the bidders shall provide PAN, TAN, Sales Tax, GST, EPF registration certificate under their own name. The registration must be in force and shall not expire during the course of - Contract/work.	Submit the copy of the documentary Proof.	
07.	Copy of authorization certificate from OEM/CSP	Authorization Letter from OEM.	
08.	Copy of Memorandum and Article of Association, Certificate of Incorporation, Partnership Deed, Registration Certificate issued by the Registrar of Firms, MSME etc	Submit the copy of the documentary Proof.	
09.	Authorization letter for signing the bid document on behalf of the bidder.	Authorization Letter from OEM.	
10.	Technical Catalogue of services being provided as CSP/Partner	Technical Literature.	
11.	Undertaking that bidder/CSP shall abide by Data Protection guidelines of Govt. of India, IT Act and its amendments carried out by Govt. of India from time to time.	Duly Signed undertaking by the bidder.	
12.	Undertaking that rates quoted for services and back end infrastructure shall be fixed for a period of minimum three years and shall be binding for the period of .	Duly Signed undertaking/accepta nce by the bidder.	
13.	Undertaking that bidder shall comply with all terms, conditions and clauses as mentioned in RFP	Duly Signed undertaking/accepta nce by the bidder.	

14.	The bidder must have on its roll at least 20 Technically qualified professionals as on 31.03.2021 with combination of experience in implementing the cloud solution, System Integration, Virtualization, Security.	Self-Certification by the bidder with details of technical manpower along with destinations.	

Please use separate sheet for providing complete information.

While evaluating bids, the document required against above eligibility criteria shall be provided as per this tender as Annexures. Firm shall self-certify each page of the tender document in token of its understanding / acceptance by signing it.

The bidder is required to enclose self-attested   photocopies of the following documents along with the Technical Bid, failing which their bids may be summarily/out rightly rejected and may not be considered:

Authorized Signatory (Signature in full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

33.2 Annexure-2

<u>DECLARATION</u>

I, _____Son/Daughter/Wife   of   _____   Resident of_____ Proprietor / Director / Authorized Signatory of the Company / Firm, mentioned above, is competent to sign this declaration and execute this tender document;

I/We hereby certify that I/We have read the entire terms and conditions of the tender documents fromPage No._to___(including all documents like annexure(s), schedules(s), etc.,) which form part of the Contract agreement and I/We shall abide hereby by the terms / conditions / clauses contained therein.

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we are well aware of the fact that furnishing of any false information
/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

The corrigendum(s) issued from time to time by your department/organization too have all been takeninto consideration, while submitting this declaration letter.

I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) in it's totally / entirely.

In case any provision of this tender are found violated, then your department/organization shallwithout prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Authorized Signatory (Signature in full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

33.3 Annexure-3

OEM's AUTHORIZATION FORM

Date:

To

All India Council for Technical Education.

New Delhi-110070.

WHEREAS _____who are official producers of _____and having production facilities at _____do hereby authorize _____located at

_____ (hereinafter, the "Bidder") to submit a bid of the following Products produced by us, for the Supply Requirements associated with the above Invitation for Bids.

When resold by_____, these products are subject to our applicable standard end user warranty terms.

We assure you that in the event of_____, not being able to fulfill its obligation as our Service Provider in respect of our standard Warranty Terms we would continue to meet our Warranty Terms through alternate arrangements.

We also confirm that_____is our authorized service provider/system integrator and can hence provide maintenance and upgrade support for our products.

We also confirm that the products quoted are on our current product list and are not likely to be discontinued within 5 years from the day of this letter. We assure availability of spares for the products for the next five years after five years' warranty.

We also confirm that the material will be delivered within 60 days from the date of placement of confirmed order.

Name in the capacity of Signed

Duly authorized to sign the authorization for and on behalf of _____

Dated on _____day of_____2021

Note: This letter of authority must be on the letterhead of the Manufacturer and duly signed by an authorized signatory.

33.4 Annexure-4

CERTIFICATE

DECARATION REGARDING BLACKLISTING/NON BLACKLISTING

I /We Proprietor / Partner (s) / Director (s) of M/s ....hereby declare that the firm/Company namely M/s. _____ has not been blacklisted ordebarred in the past by any organization from taking part in Government tenders.

Or

I / We proprietor / partner (s) / Director (s) of M/S... hereby declare that the firm/Company namely M/s. _____ was blacklisted or debarred by any Government Department from taking part in Government tenders for a period of ………………years w.e.f………. …..… The period over on ....a nd now the firm/ company is entitled to take part in Government tender. In case the above infomatin found false I / we are fully aware that the tender/ Contract will be rejected / cancelled by All India Council for Technical Education, New Delhi shall be forfeited. In addition to the above All India Council for Technical Education, New Delhi will not be responsible to pay the bills for any completed/ partially completedwork.

Signature…………………………………………………..

Name: …………………………………………………….

Capacity in which as signed: ………………………

Seal of the firm should be affixed.

Name & address of the firm: ……………………..

………………………………………………………………………

Dated: Signature of Bidder with seal.

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company or company secretary on behalf of all directors.

33.5 Annexure-5

FINANCIAL CAPABILITY OF BIDDER

[On the letterhead of the Bidder]

Annual turnover details of the Bidder from [insert relevant details]

#	Financial Year	Turnover in Indian Rupees
A	2017-2018	
B	2018– 2019	
C	2019-2020	

[**Extra rows may be added, if required**]

*Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the above mentioned financial years shall submit as supporting evidence.

1. Please affix the signature of the authorized signatory of the Bidder with name, designation,seal and date here.

2. **Please affix the signature of the authorized signatory of the statutory auditor of the Bidderwith name, designation, seal and date here.**

Note: IT related activities/ services should mean projects involving development of software, end to end Integrated IT Software Implementation, system integration, supply of hardware, provisioning hosting &maintenance services, providing networking support, providing operational and maintenance services for integrated IT software and IT infrastructure.

Authorized Signatory   Authorized Signatory

(Signature in full): _____   of Statutory Auditor: _____

Name and title of Signatory: _____   Name and title of Signatory _____

Stamp of the Company: _____   Stamp of the firm_____