



सत्यमेव जयते

इस्पात मंत्रालय  
MINISTRY OF STEEL

**Limited Tender Enquiry for Procurement of Cloud Services**

Ministry / Department : Ministry of Steel  
Enquiry MOS/IT/CSP/LT/2024/  
Date : 01/11/2024

To  
All Twenty Two (22) MeitY  
Empanelled Service Providers

**Important Dates**

<u>Event</u>	<u>Date</u>	<u>Time</u>
Last Date of submission of quotation	03 (Three) weeks from the date of floating of tender	Up to 1600 hrs
Bid Opening date	15 days from the date of closing of bid	At 1100 hrs

Dear Sir,

We intend to procure the commodities specified in this document and invite quotations in accordance with the terms and conditions detailed in the bid document. If you are interested, kindly send your offer with prices and complete terms with in the time mentioned above.

Please send your quotation to:

Smt. Gurpreet Gadhok, Director  
(IT), Room No.63,  
Ministry of Steel,  
Udyog Bhawan, New Delhi – 110 011

Yours sincerely,

(Pallav)

Under Secretary to the Govt. of India  
Ministry of Steel

Enclosed

1. Introduction about Ministry of Steel and application
2. Instruction to bidder – containing General terms and conditions and acceptance letter.
3. List of items with the specification and eligibility criteria with Scope of Work& Timelines – Annexure-1
4. Bidder information & check list - Annexure-2
5. Financial Bid Format - Annexure-3
6. Compliance Sheet - Annexure-4



1505/11/10

1100

1505/11/10



# **1 Introduction**

## **About Ministry of Steel**

The Ministry is responsible for planning and development of Iron and Steel industry, development of essential inputs such as iron-ore, limestone, dolomite, manganese ore, chromites, ferro-alloys, sponge iron, etc. and other related functions.

### **Key Functions of the Ministry of Steel**

- Promoting the development of infrastructure required for enhancing domestic steel production.
- To facilitate adequate availability of raw materials for steel industry from domestic and overseas sources.
- Creating and updating a comprehensive data base for various segments of the steel industry.
- To monitor the physical and financial performance of CPSEs and capital expenditure on projects.
- Monitoring performance of commitments made in the MOUs and modernization and expansion programme of CPSEs.
- Facilitate improvement in performance of Iron and Steel industry through R&D and technology intervention, Quality Control and improvements in techno-economic parameters.
- Boosting domestic demand for steel through promotional efforts.

## **About Application**

- A) Virtual Machines running on NIC Cloud under Cloud account are having operating system and associated library/frameworks which are old, obsolete and unsupported. Websites or web applications running on these platforms are also thus becoming vulnerable due to unsupported versions and versions which are no longer patched. The physical server infrastructure on which these Virtual Machines are running are now either obsolete or not supporting the latest cloud version.
- B) Ministry of Steel therefore invites quotations from the Cloud Service Providers (CSPs) empanelled with Ministry of Electronics and Information Technology (MeitY) for procurement of Cloud Services as per the capacity requirements for hosting Ministry of Steel Applications/Services in the Cloud.



## **2 General Terms & Conditions of the BID Enquiry / Instruction to Bidders**

- 1 Please go through the instructions contained in this document carefully for bidding instructions.
- 2 For clarifications if any, please mail to [gurpreet.gadhok@nic](mailto:gurpreet.gadhok@nic)(For Commercial queries) & [asondhi@nic.in](mailto:asondhi@nic.in)(For Technical Queries).
- 3 The bid should remain valid for a period of 150 days from the date of opening. In case your offer has a different validity period that should be clearly mentioned in the quotation. Validity period may also be extended without change in bid prices, if required on mutually agreed basis only.
- 4 Bidder has to sign all the pages of this tender and enclose it with the bid.
- 5 Each bidder shall submit only one bid. A bidder, who submits more than one bid, shall be disqualified and considered non-responsive.
- 6 This bid is only for MeitY (Ministry of Electronics and Information Technology) empanelled Cloud Service Provider's (CSP's) Cloud Services for its applications, initially for a period of one year with effect from the date of awarding the Contract. This period may be further extended as per the requirement of the Ministry or may be curtailed/terminated before expiry of this period owing to deficiency in services or any other valid reasons, after giving three months' notice to the selected firm at the sole discretion of Ministry of Steel.
- 7 The selection of Cloud Service providers will be made as per the Guidelines for Procurement of Cloud Services issued by MeitY.
- 8 Bid Security (BS) / (Earnest Money Deposit, EMD) The Bidder / Tenderer shall furnish, as part of its bid, a bid security (BS) of INR 2,60,000/- only (Rupees Two Lakh Sixty Thousand Only). The bid security shall be in Indian Rupees.
- 9 Any bid without EMD or bid not secured in accordance with above will be rejected by the Ministry as non-responsive.
- 10 Bidders need to submit an undertaking to accept all Terms and Conditions contained in this document.
- 11 Bidders will submit a single bid.
- 12 Proposal of only the bidders found to be meeting technical requirement will be opened by Tender Evaluation Committee constituted for this purpose by the Ministry. LI firms will be awarded the Contract.
- 13 Ministry of Steel reserves the right to cancel the Bid enquiry at any stage without assigning any reason and Ministry of Steel shall not be responsible for any consequence thereof to any bidders. The bidders are requested to watch bid for any further corrigendums, if published, in the bid.
- 14 Bidders are requested to study all requirements, instructions, scope of work and other information in the documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. The response to this bid should be full and complete in all respects. Failure to furnish all information required by the bid documents or submission of a proposal not substantially responsive to this document will be at the Bidder's risk and may result in rejection of its Proposal.
- 15 The period of the Contract shall initially be valid for one year with effect from the date of awarding the Contract. This period may be further extended as per the requirement of the Ministry or may be curtailed/terminated before expiry of this period owing to deficiency in services or any other valid reasons, after giving three months' notice to the selected firm.



- 16 Incomplete or conditional quotation/bid will be treated as unresponsive and therefore liable to be rejected.
- 17 The rates should be quoted both in figures and words. In case of any discrepancy between the rates in figures and that in words, the rate in words will be accepted as correct.
- 18 Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summarily rejection. Conditional tenders will be rejected. Bids not submitted as per prescribed format will also be rejected.
- 19 The rate quoted will remain in force for full period of contract. Any demand for revision of rate(s) at any account during the contract period shall not be entertained.
- 20 All the technical issues should be attended immediately. In case, the issues are not attended immediately, a penalty of Rs 10,000/- (Rupees Ten Thousand only) will be levied. This amount would be deducted from the Performance Security deposit/pending bill(s) of the firm. In case of frequent unresponsiveness of attending issues, the contract shall be cancelled forthwith and Performance Security deposit shall be forfeited. The firm is also liable to be black listed.
- 21 Effectiveness of Contract: This Contract shall come into effect from the start date as mentioned in the Contract Document. Any change in the date will be informed to the bidder through email.
- 22 In the event of the firm backing out of the contract midstream, without any explicit consent of the Ministry of Steel, it will be liable to the recovery of the higher rates vis-à-vis those contracted rates, which may have to be incurred by this Ministry for provision of the above stated service.
- 23 The firm will provide the services on credit basis as settlement of bills may take some time. No advance payment will be made for any activity. Payment shall be made by electronic transfer to the account of the firm on submission of pre-receipted typed bill. As far as possible, the bills would be settled on a quarterly basis for the actual items/services and quantities ordered/ consumed on cloud as available in dashboard.
- 24 All prices quoted should be in Indian Rupees (INR).
- 25 Bidder will be required to submit the invoice in formats prescribed.
- 26 Payment will be made with taxes after deducting penalties and subject to verification of the supporting documents by Ministry of Steel.
- 27 The billing would start from the date of hosting Ministry of Steel Applications/Services on the cloud.
- 28 The firm should be available on its own direct telephone (office as well as residence) and also on mobile phone for contacting. These contact phone numbers will have to be intimated to this Ministry immediately on award of contract.
- 29 It should be ensured that the firm is not providing services to other Ministries/Departments at lower rates than those quoted for the Ministry of Steel. In case, at later stage, it is found that the firm is providing services/goods to any other Ministry/Department at a lower rate, the payment would be withheld by the Ministry.
- 30 **Non delivery beyond extended period:** If the bidder fails to execute the order within the delivery period as mentioned in the order, the order will be cancelled and EMD will be forfeited by the Ministry. In case of incomplete supply of items even in extended period, EMD will be forfeited and payment of the supplied items will be released after recovering the penalty for delay in delivery of goods.
- 31 The contract entered into is liable to be terminated by this Ministry at any time without assigning reasons thereof if the service rendered by the firm is not satisfactory or any lapse found in the service provided. In this connection, the decision of this Ministry will be final and shall be binding upon the firm.



- 32 If any information furnished by bidder is found to be incorrect or false at any point of time, the bid/contract will be liable to be terminated without any notice and the performance security deposit is liable to be forfeited.
- 33 In event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Ministry of Steel. The provisions of Arbitration and Conciliation Act, 1996 (No 26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at Delhi. The expenses of arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- 34 Pending the submission of and/or a dispute difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award.
- 35 The bidder shall indemnify the Ministry of Steel against all damages /expenses for which it may be held liable on account of negligence on part of the bidders or any person under his/her control whether in respect of accident/injury to the person/damages to the property in executing the work or otherwise and against all damages/demands thereof.
- 36 The firm shall not sub-contract or sub-let, transfer or assign the contract or any part thereof. In the event of the firm contravening this condition, the Ministry reserves the right to place the contract elsewhere on the firm's risk and cost and the firm shall be liable for any loss or damage, which the client may sustain in consequence or arising out of such replacing of the contract.
- 37 The bidder should not have been blacklisted by any Government Ministry/Department or any other organization.
- 38 Average Annual Turn Over of bidder firm during last three year, ending 31st March of the previous financial year should be at least Rs. 100 crores per annum. Documentary evidence to this effect i.e. copy of financial statement of account of firm like Balance Sheet, Profit & Loss Account, Auditor's certificate etc. duly signed by the CA should be submitted along with other requisite documents.
- 39 The contract will be interpreted under Indian Laws and subject to the jurisdiction of Delhi Courts.
- 40 The firm will have to deposit a Performance Security Deposit as per provision of GFR in the shape of Fixed Deposit in the name of Pay and Accounts Officer, Ministry of Steel, New Delhi within 10 days of award of contract. The Performance Security Deposit should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the awardee. The Security Deposit will be refunded to the firm after completion of the contract period and no interest will be paid on the security deposit.
- 41 If the firm, at any point of time during official duty, fails to perform duties, as directed by this Ministry, the Performance Security will be forfeited and the contract will be cancelled forthwith without a notice by the Ministry.
- 42 Confidential Information, Security and Data: Bidder should maintain the confidentiality and security of data.



### **3 Acceptance of Terms & Conditions of Tender (Must be on Letter Head)**

To,  
Smt. Gurpreet Gadhok, Director (IT),  
Room No.63,  
Ministry of Steel,  
Udyog Bhawan, New Delhi – 110 011

**Subject : Acceptance of Terms & Conditions of Tender – reg.**

**Tender Ref No. MOS/IT/CSP/LT/2024/**

1. I/We have downloaded/obtained the tender document(s) for the above mentioned Tender enquiry no. via **registered post / email**
2. I/We hereby certify that I/we have read entire terms & conditions of the tender documents (including all documents like annexure, schedules etc.) which form part of the tender document and I/we shall abide by the terms & conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by Ministry of Steel to have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in totality / entirely.
5. In case any provisions of this tender are found violated, Ministry of Steel shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against NIT Raipur in satisfaction of this condition.
6. I/We confirm that we or our proprietor/Director/Partner have not been blacklisted or debarred or declared ineligible for corrupt/fraudulent practices either indefinitely or for a particular period of time by any Government or other agency. I/we further declare that no criminal case is registered or pending against the firm / company or its owner / partners / directors anywhere in India. Also there are no contractual restrictions or legal disqualifications or other obligations which prohibit the applicant from entering into tender process.

**(Seal & Signature of the bidder)**



#### 4. Computing Resource Requirements For Migrating Into New Cloud Environment As Specified by NIC

Table 1

Sl No	Environment (Prod/Staging)	Server Type	Application Name (website Name)	No of V M	Operating System	Operating System Version/ DB Platform Version	vCPU (per VM)	RAM (per VM in GB)	OS Disk Size (in GB)	Additional Disk (in GB)
1.	Prod Env.	Web	M/o Steel official Website	1	RHEL	Latest Version	8	32	200	500
2.	Prod Env.	DB	M/o Steel Website Database	1	RHEL My SQL	Latest versions	4	32	100	500
3.	Staging Env.	Web	M/o Steel Website Staging Server	1	RHEL	Latest Version	4	16	100	500
4.	Staging Env.	DB	M/o Steel Website Staging DB Server	1	RHEL MYSQL	Latest Versions	4	32	100	500
5.	Prod Env.	Web	Research and Development Portal and other portals	1	Windows	Latest Version	8	32	200	500
6.	Prod Env.	Web	Document Server for all the application	1	Windows	Latest Version	4	16	200	500
7.	Prod Env.	DB	Database Server for all the applications/portals of the Ministry	1	Windows	Latest Version	4	16	200	500
8.	Prod Env.	Web	Intranet applications of the ministry	1	Windows	Latest Version	4	16	200	500
9.	Prod Env.	DB	Database Server for all the Intranet based applications	1	Windows	Latest Version	4	16	200	500
10.	Staging Env.	Web	Window based Staging Server	1	Windows	Latest Version	4	16	100	500
11.	Staging Env.	DB	Window based Staging DB Server	1	Windows MSSQL	Latest Versions	4	16	100	500

Note: The cloud services shall be scalable.

Following services shall also be required

1. Backup as Service
2. Load Balancer



3. Additional Storage
4. All necessary security features like WAF, Firewall, Vulnerability Assessment and Antivirus etc.
5. Public IPs
6. VPN

## 5 Eligibility Criteria

### 5.1 Pre-Qualification Criteria for the Bid

The bidder must comply with the minimum eligibility criteria stipulated below and submit the documents as specified

Parameter	Criteria	Documents to be Submitted
Legal Entity	The bidding firm/agency/company should be a legal entity registered in India with valid PAN and GST	Certificate of incorporation or any other registration certificate with GST registration certificate and copy of PAN card
MeitY Empanelled	The bidder should be MeitY empanelled and STQC audit compliant Cloud Service Provider (CSP) with Government community cloud (GCC) host DC and DR at different seismic zones or have authorization from such a CSP.	MeitY empanelment and STQC audit certificate. Authorization form the respective CSP (in case Bidder is not a CSP)
Turnover	The respective CSP should have an average turnover of 100 Cr from the last 3 financial years.	Balance Sheet/ CA certificate
Certifications	Bidder should be certified for ISO 9001, ISO 20000, ISO 27001. Respective CSP should have SOC1, SOC2, SOC3 certifications relevant to security, availability, confidentiality, processing integrity, and/or privacy Trust Services principles and ISO 22301 certification confirming the business continuity guidelines.	Certificates to be submitted
Blacklisting	Bidder should not have been blacklisted or debarred by Govt. of India and/ or any State Government and/or any Central/State PSU at the time of bid submission date.	Self-certificate on company's letter head by H.R. Head.
Support	Bidder must have their local technical support office in India, with at least 20 certified professionals. In case of CSP, there should be Remote management team (NOC + SOC) with minimum 100+ certified professional.	Self-certificate on company's letter head.
Experience	Bidder should have experience of provisioning & managing the IT infrastructure on MeitY empanelled CSP for ongoing cloud services to at least 3 clients (PSU/Central/State Govt.) in India	Work orders copy to be submitted



In the event of any false information or/and on revealing of any such fact later, even if work is awarded, it shall be withdrawn, without prejudice to any other legal action that may be initiated against that bidder or deemed appropriate by Ministry of Steel.

## **6. Scope of Work**

**6.1** Proposal of only the bidders found to be meeting technical requirement will be considered for further evaluation. Bids will be considered qualified if they fulfill all the conditions of the Bid Document.

### **6.2 Support & Training**

- i. Bidder shall adhere to the Service Level Agreement (SLAs) as laid out in Clause 8.
- ii. Bidder shall be responsible to provide necessary data, logs, access etc. To the SLAs and other system parameters audited from Ministry of Steel or Ministry of Steel's appointed audit partner as per schedule.
- iii. The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirement. However, if the performance of 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 Ministry of Steel or its nominated agency, then Ministry of Steel will have the right to take appropriate actions including termination of contract
- iv. The Service Provider should provide 24x7x365 Help desk support.
- v. The Service Provider should provide training to Ministry of Steel nominated officials/personnel on usage of the Console and any other technical aspect for monitoring the cloud resources.
- vi. When requested, the Service Provider should demonstrate the idea/service through proof of concept (POC) and verify its feasibility for any existing or new features.
- vii. Manage the instances of storage, compute instances, and network environments. This includes department-owned & installed operating systems and other system software that are outside of the authorization boundary of the CSP.
- viii. Release management and configuration management procedure is defined and implemented to process any change to the cloud environment / services. This procedure must include the capability to support the transition between the aforementioned environments prior to production deployment.
- ix. Provide support to technical team of Ministry of Steel or nominated agency for optimization of resources in cloud environment for better performance and also provide physical and virtual access to the technical persons for the resolution of any issue pertaining to the operation, maintenance or rectification to keep the application running without any problem, as authenticated by Ministry of Steel.



### **6.3 Monitoring, Logging & Alerting.**

- i. Service Provider shall provide a monitoring tools and dashboard for monitoring performance, health, availability for both infrastructure and application. In addition to basic utilization metrics such as RAM, CPU & disk usage, the dashboard should include provision for application and services health check, database performance and DC-DR replication status.
- ii. Implement Alerts Systems as per requirements to detect performance or usage anomalies, and notify respective administrators in form of emails/SMS.
- iii. The Service Provider shall make available the Monitoring tools for measuring and monitoring the SLAs. The Service Provider may deploy additional tools and develop additional scripts (if required) for capturing the required data for SLA report generation in an automated way. The tools should generate the SLA Monitoring report at the end of every month which is to be shared with the Department on a monthly basis.
- iv. To ensure optimal solution design and encourage proper utilization of the assigned computing resources, the Service Provider in coordination with Ministry of Steel should ensure that the average monthly utilization of RAM, CPU, and storage is not less than 50%. If the average monthly utilization is less than 50% in a particular month, the Service Provider should immediately notify the user Department.

### **6.4. Security and Auditing Service**

- i. All websites hosted in the production environment must have cleared security audit from a CERT-IN empanelled agency. It is expected from the service provider to assist Ministry of Steel in getting the Annual Security Audit conducted.
- ii. Vulnerability Assessment and Penetration Testing (VAPT) and report to be submitted every 3 months.
- iii. Provide OEM supported Anti malware &antivirus threats control software with OEM MAF.
- iv. CSP should maintain logs for operational auditing and risk auditing of all account activity related to actions taken across infrastructure (via Dashboard, VPN, email request etc.).

### **6.5 Cloud Migration Services**

- i. Ministry of Steel will assist the Service Provider in migrating its Virtual Machines, Databases, and Documents from existing Cloud with minimum downtime.
- ii. Service Provider will be responsible for DNS entries of all existing Ministry of Steel domains & subdomains for both DC & DR.
- iii. Once DNS migration is completed and DNS registry updated, migration of remaining items such as VMs, DB instances & Storage shall be done per application basis.
- iv. During migration Service Provider is required to create/scale infrastructure as per request, ensure additional internet bandwidth is available for bulk data transfer and open ports as per requirements.
- v. DNS records to be updated once Ministry of Steel verified and confirmed application migration, and underlying infra may be added in subsequent billing cycle.
- vi. No additional data transfer charges shall be charged during migration.



## 6.6 Disaster Recovery & Business Continuity Services

- i. In addition to the Primary DC, the Service Provider is responsible for Disaster Recovery Services to ensure continuity of operations in the event of failure of the primary data centre and meet the RPO and RTO requirements as per SLA.
- ii. The Service Provider shall offer DR as a service for all resources offered on the primary DC site.
- iii. The Service Provider shall be responsible for provisioning of bandwidth for replication of data between the DC site and DR Site, including termination devices and DNS entries for end users to access the application.
- iv. The Primary DC and the DR should be indifferent seismic zones.
- v. There shall be asynchronous replication of data between Primary DC and DR and the Service Provider shall be responsible for sizing and providing the DC-DR replication link to meet the RTO and the RPO requirements.
- vi. In case of any disaster, the security posture of the DR site shall be identical to the posture provided in the DC.
- vii. The disaster recovery site shall have a similar environment (physical & IT), processes, and controls (security, etc.) as that of the primary DC.
- viii. The Service Provider shall conduct a DR drill for two days at the interval of every six months of operation wherein the Primary DC has to be deactivated and complete operations shall be carried out from the DR Site. However, during the change from DC to DR or vice-versa (regular planned changes), there should not be any data loss.
- ix. The Service Provider shall clearly define the procedure for announcing DR based on the proposed DR solution. The Service Provider shall also clearly specify the situations in which disaster shall be announced along with the implications of disaster and the time frame required for migrating to DR. The Service Provider shall plan all the activities to be carried out during the Disaster Drill and issue a notice to the Department at least two weeks before such drill.
- x. The Service Provider should offer a dashboard to monitor the RPO and RTO of proposed solution instance wise for each storage, Virtual machine and database.
- xi. The Service Provider should offer switchover and switchback of individual instances instead of the entire DC. Any lag in data replication should be visible in the dashboard and alerts should be sent to respective authorities.
- xii. During normal operations, the Primary DC has been serving the requests.
  - a) The DR Site shall remain on standby with minimum possible compute resources required per the solution offered.
  - b) The application environment shall be installed and ready for use.
  - c) DR Database Storage shall be fully replicated on an ongoing basis and shall be available as per the designed RTO/RPO and replication strategy.
  - d) The File storage should be 100% of the capacity of the Primary Data Centre site.
- xiii. In the event of a site failover or switchover, the DR site has been taken over the active role.



- a) Application data and application states have been replicated between data centres so that when an outage occurs, failover to the surviving data centre can be accomplished within the specified RTO.
- b) This is the period during which the Compute environment for the application shall be equivalent to DC.
- c) The installed application instance and the database shall be usable and the same SLAs as DC shall be provided.
- d) The use of this Full Computer DR environment can be for specific periods during the year for DC failure or DR Drills or DC maintenance.
- e) The Database and storage shall be of full capacity and the licenses and security shall be for full infrastructure.
- f) The bandwidth at the DR shall be scaled to the level of the Data Centre.
- g) Users of the application should be routed seamlessly from the DC site to the DR site.

## **6.7 Exit Management / Transition-Out Responsibilities**

- i. Provide necessary hand holding and transition support along with a comprehensive exit management plan, to ensure the continuity and performance of the services to the complete satisfaction of Ministry of Steel.
- ii. Support Ministry of Steel in migration of the VMs, data, content, and any other assets to the new environment or on alternate Managed Service Provider's offerings and ensuring successful deployment and running of user Department's solution on the new infrastructure by suitably retrieving all data, scripts, software, virtual machine images, and so forth to enable mirroring or copying to Agency supplied industry-standard media.
- iii. Ensure that all the documentation required for smooth transition including configuration documents are kept up to date
- iv. Service Provider shall not delete any data at the end of the agreement (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of Ministry of Steel.
- v. Once the exit process is completed, remove Ministry of Steel's data, content, and other assets from the cloud environment and certify that the VM, Content, and data destruction to Ministry of Steel as per stipulations and shall ensure that the data cannot be forensically recovered.

## **7 Timelines**

- i. The Initial "Term" for the Project will be 1 year with effect from the date of awarding the Contract. This period may be further extended as per the requirement of the Ministry or may be curtailed/terminated before expiry of this period owing to deficiency in services or any other valid reasons, after giving three months' notice to the selected firm.



- ii. The information regarding extension will, however, be given to the Successful Bidder 1 month before the expiry of the MSA (Master Services Agreement)/Contract.

Table 2

S/No.	Milestone	Days
1.	Issue of Work Order to Successful Bidder	T <sub>0</sub>
2.	Account Set up and readiness	T <sub>0</sub> +7days
3.	Domain Name Server Migration	T <sub>0</sub> +20days
4.	Migration of All VMs As it is from existing Cloud	T <sub>0</sub> +65Days
5.	Setup of Container Engines, Container Registry, Databases, Object Storage etc. along with DC – DR replication	T <sub>0</sub> +90Days
6	Monitoring, Operations, Upgradation activities	Ongoing

## 8 Service Levels Agreements and Penalty

- i. The quarterly payments to the Bidder are linked to the compliance with the SLA metrics.
- ii. These SLA's are mentioned currently in the document "Guidelines for User Departments on Service Level Agreement (SLA) for procuring Cloud services" on MeitY website.
- iii. The Bidder has to submit all the reports pertaining to SLA Review process within 7 Calendar days after end of the Month.
- iv. No Carry forward of any penalties of SLA calculations can be done from any of the preceding quarters
- v. In the event of the shortlisted bidders failure to submit the Guarantees and Documents and provision the cloud services as per timelines, Ministry of Steel may, at its discretion, withhold any payment until the completion of the milestone and/or the contract, as applicable. Ministry of Steel may also deduct from the shortlisted Bidder, as agreed, the liquidated damages according to the details furnished table below. The right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Ministry of Steel, under the contract and law.

S. No.	Milestone	Penalty for delay
1	Delay in "Account Set up and Readiness" as per <b>Clause 7</b>	1% of Total Monthly Quoted Cost (Q) as per Clause 9.1 for every day (or part thereof) of delay with capping of 10%. This is addition of any penalty applicable due to SLA breach.
2	For not meeting SLAs as mentioned in <b>Clause 8</b>	Severity Levels and linked penalty would be applicable as defined under Clause 7 of the tender. Calculate for every Month after issue of Work Order with a capping of overall 50% inclusive of all penalties.



## **9 Financial Bid**

Bidder has to quote the "Total Quoted Monthly Cost (Q)" in INR and shall use the Table "Financial Bid Format" (Annexure -3) to derive the Total Quoted Monthly Cost (Q). Bidder should include the cost of running the below instances and any additional cost in their financial bid against these items only. This cost to be provided by the L1 Vendor at the time of order placement.

- i. "Total per month (INR)" will be calculated by multiplying "Estimated Units(X)" with "Quoted Unit Cost(Z)" and with "Total No. of Hours per month(Y)" wherever applicable.
- ii. The "Total Quoted Monthly Cost (Q)" will be sum of Monthly Cost of all line items.
- iii. The cost will be Inclusive of GST.

## **10. Special Terms and Conditions**

### **10.1 Ministry of Steel's Right to terminate the tendering Process**

Ministry of Steel makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this tender does not constitute an offer by Ministry of Steel. The bidder's participation in this process may result in Ministry of Steel selecting the bidder to engage in further discussions and negotiations (financial or otherwise) towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by Ministry of Steel to execute a contract or to continue negotiations.

### **10.2 Termination of Contract**

If there are significant and consistent performance and delivery issues, which will translate into Material Breach, then Ministry of Steel may serve a 15-days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, Ministry of Steel will have the option to terminate the Contract/ Agreement with one month's notice.

### **10.3 Financial Proposal**

The proposals shall be valid for a period of three (03) months from the date of opening of the proposals. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal. In exceptional circumstances, at its discretion, Ministry of Steel may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing.

In the Financial bid, the Bidder is expected to price/cost for all the items and services as asked.

Unless expressly indicated in this tender, bidder shall not include any technical information regarding the services in the financial proposal. Additional information directly relevant to the



scope of services provided in the tender may be submitted to accompany the proposal. However, this information will not be considered for evaluation purposes. The financial Proposal should not comprise of any direct/ indirect conditions. It is required that all the financial proposals submitted against the tender should be unconditional. If the financial proposal contains conditions Ministry of Steel may consider rejecting such proposals.

## **10.4 Language of Proposals**

The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documentation will become the property of Ministry of Steel and will not be returned.

## **10.5 Conditions under which this tender is issued**

This tender is not an offer and is issued with no commitment. Ministry of Steel, reserves the right to withdraw the tender and change or vary any part thereof at any stage. Ministry of Steel, also reserves the right to disqualify any bidder should it be so necessary at any stage. Timing and sequence of events resulting from this tender shall ultimately be determined by Ministry of Steel.

No oral conversations or agreements with any official, agent, or employee of Ministry of Steel, shall affect or modify any terms of this tender and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of Ministry of Steel, shall be superseded by the definitive agreement that results from this tender process. Oral communications by Ministry of Steel, to bidders shall not be considered binding on it, nor shall any written materials provided by any person other than Ministry of Steel.

Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against Ministry of Steel or any of their respective officials, agents, or employees arising out of or relating to this tender or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).

## **10.6 Non-Conforming Proposals**

A proposal may be construed as a non-conforming proposal and ineligible for consideration:

- i. If it does not comply with the requirements of this tender. Failure to comply with the requirements, and acknowledgment of receipt of amendments, are common causes for holding proposals non-conforming
- ii. If a proposal appears to be "canned" presentations of promotional materials that do not follow the format requested in this tender or do not appear to address the particular requirements of the proposed solution, and any such bidders may also be disqualified

## **10.7 Disqualification**

The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the



bidding requirements as indicated in this tender:

- i. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal
- ii. During validity of the proposal, or its extended period, if any, the bidder increases its quoted prices
- iii. The bidder qualifies the proposal with its own conditions
- iv. Proposal is received in incomplete form
- v. Proposal is received after due date and time at the designated venue
- vi. Proposal is not accompanied by all the requisite documents
- vii. If bidder provides quotation only for a part of the project
- viii. Information submitted for Eligibility is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any
- ix. Bidder tries to influence the proposal evaluation process by unlawful/ corrupt/ fraudulent means at any point of time during the bid process
- x. In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately
- xi. Bidder fails to deposit the Performance Security or fails to enter into a contract within 60 working days of the date of notice of award of contract or within such extended period, as may be specified by Ministry of Steel. Bidders may specifically note that while evaluating the proposals, if it comes to Ministry of Steel's knowledge expressly or implied, that some bidders may have colluded in any manner, whatsoever, or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the tenders floated by Ministry of Steel

## 10.8 Award of Contract

- i. **Award Criteria-** Ministry of Steel will issue a Work Order (WO) to the selected bidder. The selected bidder will be governed by the relevant portion given in the below document published by MeitY. For ready reference link of the document is reproduced as under incorporating various terms and conditions of the following:
  - a) Guidelines for Procurement of Cloud Services
  - b) Guidelines on Master Service Agreement for procuring Cloud Services
  - c) Guidelines for User Departments on Service Level Agreement (SLA) for procuring Cloud services
- ii. **Right to Accept Any Proposal and To Reject Any or All Proposal(s)-** Ministry of Steel reserves the right to accept or reject any proposal, and to annul the procurement process and reject all proposals at any time prior to award of Work Order, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Ministry of Steel action.



- iii. **Notification of Award**-Prior to the expiration of the validity period of this tender, Ministry of Steel will notify the successful bidder in writing or by fax or by email, that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, Ministry of Steel, may like to request the bidders to extend the validity period of the bid.
- iv. **Acceptance Letter** - Ministry of Steel will require the selected bidder to provide an acceptance letter and a PBG, for a value equivalent to **3%** of the Project Cost, within **15 days** from the issue of Work Order. The Performance Guarantee should be valid for 42 months from the date of issue or 180 days beyond the contract period. In case the selected bidder fails to submit the acceptance letter and PBG within the time stipulated, Ministry of Steel at its discretion may decide to cancel the order without giving any reason. The PBG shall contain a claim period of six months from the last date of validity. Ministry of Steel shall invoke the Performance Bank Guarantee in case the selected bidder fails to discharge their obligations as per the terms & conditions of the work order/contract.
- v. **Fraud and Corrupt Practices**- Ministry of Steel requires that Bidders participating under this tender Document must observe the highest standards of ethics during the procurement process. In pursuance of this policy, Ministry of Steel:
  - a) Defines, for the purposes of this provision, the terms set forth as follows:
    - i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of Ministry of Steel or any personnel of Bidders participating in this tender.
    - ii. "Fraudulent practice" means erroneous presentation of facts, in order to influence a procurement process or the execution of a contract, to Ministry of Steel, and includes collusive practice among Respondents (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive Ministry of Steel of the benefits of free and open competition;
    - iii. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the tender and/ or execution of the contract.
  - b) Will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined by Ministry of Steel to have been engaged in corrupt, fraudulent or coercive practices.
  - c) Will declare a firm or any of its partner organizations ineligible, either indefinitely or for a stated period of time, for participating in future tenders and/or awarding the contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practice in competing for the tender.



**Bidder's Information & Checklist**

1. **Name of the Firm:**
2. **Type of the firm:**
3. **Address of the firm:**
4. **Contact detail : Phone No.:** **Mob No.:**  
**Fax No.** **Email:**
5. **Name of the authorized signatory:**
6. **EMD detail : Instrument No.** **Date :** **Amount :**  
**Rs. Issuing Bank name & branch detail:**  
*(In case of more than one instruments use separate sheet)*

**Check List** (Please enclose the copy of the following & tick as per applicability)

1. **Proof of registration of the firm:**
2. **Authorisation certificate of dealership :**
3. **PAN card in Firm's name:**
4. **GSTIN certificate:**
5. **Proof of registration with any central govt. organization:**

**Seal and Signature of Bidder**



# Financial Bid Format (As Specified by NIC) – Price Schedule for Goods being Offered in INR

Name of the Bidder / Tenderer :

Tender No.:

Sl No	Environment (Prod/Staging)	Server Type	Application Name (website Name)	No of VM	Operating System	Operating System Version / DB Platform Version	vCPU	RAM (per VM in GB)	OS Disk Size (in GB)	Additional Disk (in GB)	Approx Usage	Unit of Measurement
1.	Prod Env.	Web	M/o Steel official Website	1	RHEL	Latest Version	8	32	200	500		
2.	Prod Env.	DB	M/o Steel Website Database	1	RHEL My SQL	Latest versions	4	32	100	500		
3.	Staging Env.	Web	M/o Steel Website Staging Server	1	RHEL	Latest Version	4	16	100	500		
4.	Staging Env.	DB	M/o Steel Website Staging DB Server	1	RHEL MYSQL	Latest Versions	4	32	100	500		
5.	Prod Env.	Web	Research and Development Portal and other portals	1	Windows	Latest Version	8	32	200	500		
6.	Prod Env.	Web	Document Server for all the application	1	Windows	Latest Version	4	16	200	500		
7.	Prod Env.	DB	Database Server for all the applications/portals of the Ministry	1	Windows	Latest Version	4	16	200	500		
8.	Prod Env.	Web	Intranet applications of the ministry	1	Windows	Latest Version	4	16	200	500		
9.	Prod Env.	DB	Database Server for all the Intranet	1	Windows	Latest Version	4	16	200	500		







- 4 Bidder will be required to submit the invoice in formats prescribed.
- 5 Payment will be made with taxes after deducting penalties and subject to verification of the supporting documents by Ministry of Steel.
- 6 The billing would start from the date of hosting Ministry of Steel Applications/Services on the cloud.

Total Bid price in Indian Currency \_\_\_\_\_

In words :

\_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

**Seal and Signature of Bidder**



### Eligibility Criteria Compliance form

S. No.	Minimum Qualification Criteria	Compliance (Yes / No)	Page Number	Fill Details and submit documentary evidence
1.	The bidding firm/agency/company should be a legal entity registered in India with valid PAN and GST			
2.	The bidder should be MeitY empanelled and STQC audit compliant Cloud Service Provider (CSP) with Government community cloud (GCC) host DC and DR at different seismic zones or have authorization from such a CSP.			
3.	The respective CSP should have an average turnover of 100 Cr from the last 3 financial years.			
4.	Bidder should be certified for ISO 9001, ISO 20000, ISO 27001. Respective CSP should have SOC1, SOC2, SOC3 certifications relevant to security, availability, confidentiality, processing integrity, and/or privacy Trust Services principles and ISO 22301 certification confirming the business continuity guidelines.			
5.	Bidder should not have been blacklisted or debarred by Govt. of India and/ or any State Government and/or any Central/State PSU at the time of bid submission date.			
6.	Bidder must have their local technical support office in India, with at least 20 certified professionals. In case of CSP, there should be Remote management team (NOC + SOC) with minimum 100+ certified professional.			
7.	Bidder should have experience of provisioning & managing the IT infrastructure on MeitY empanelled CSP for ongoing cloud services to at least 3 clients (PSU/Central/State Govt.) in India			

Seal and Signature of Bidder



