

RFP FOR ENGAGEMENT OF SERVICE INTEGRATOR FOR ORACLE DB AND FORMS & REPORTS UPGRADATION & MIGRATION ON SUBSCRIPTION BASED PLATFORM FOR VLC APPLICATION



समृद्धि और विकास के लिए
सर्वोत्तम प्रथाएं
संशोधन और प्रगति के माध्यम से

VOLUME 1 **(INSTRUCTION TO BIDDERS)**

Comptroller and Auditor General of India,

Pocket-9, Deen Dayal Upadhyaya Marg,

New Delhi-110124

Issued On- 14.02.2025

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Time and Quality is of essence. The Authority reserves the right to go ahead with the bid in case of single bidder. It is also not bound to accept the lowest financial offer and may negotiate with the most technically qualified bidder.

This RFP includes certain statements, estimates, projections, targets, and forecasts with respect to the project. Such statements estimate, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of CAG India, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation, or warranty.

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1. INTRODUCTION

The objective of this Request for Proposal (RFP) is to enable the CAG India to acquire services for the migration and upgradation of the Voucher Level Computerization (VLC) application. This initiative aligns with the policy under which all departments are required to assess and modernize their current applications as well as new ones. The RFP also outlines the key responsibilities of the CAG India and the Service Integrator (SI) during the procurement and implementation process.

The proposed solution offered by the SI must be, scalable, extensible, highly configurable, secure, and very responsive. It must support integration and interfacing with other state treasury and financial application and future ready in case the VLC application is replaced by new system.

1.1 Request for Proposal (RFP)

Sealed tenders are invited from eligible, reputed, qualified Service Integrators (SIs) firms with sound technical and financial capabilities for lifting & shifting the VLC application (details are given in current system section) and providing cloud platform (Oracle DB and F&R) on subscription with the establishment and operation of related outsourced process operating units as detailed out in the scope of work section of this RFP document.

The intent of this RFP is to invite proposals from the agencies/firms/companies (also referred to as bidders ‘) to enable the CAG India to select Service Integrators (SIs).

This invitation to bid is open to all bidders meeting the pre-qualification criteria as mentioned in Section Pre-Qualification Evaluation of this RFP document.

1.2 RFP Structure

Comptroller & Auditor General of India (CAG), pursues to select a System Integrator with relevant experience and capabilities to migrate and upgrade the VLC application at all AG Office(s), operate, and maintain the VLC infrastructure in cloud, as mentioned in this RFP.

The contents of the RFP have been explained and documented in set of three volumes as explained below:

Volume No.	Volume Name	Key aspects covered in the Volume
Volume 1	Instructions on the bid process for the purpose of responding to this RFP.	This broadly covers: General instructions for bidding process Bid evaluation process including the parameters for pre-qualification, technical evaluation and financial evaluation to facilitate the CAG in determining Bidder’s suitability as the implementation partner. Payment schedule Technical bid, financial bid and other formats
Volume 2	Scope of Work	Functional & Technology Requirements of VLC application Scope of Work of SI (System Integrator)
Volume 3	Master Service Agreement	Master Service Agreement (MSA) Service Level Agreement (SLA) Non-Disclosure Agreement (NDA) Performance Bank Guarantee (PBG) Format

The Bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

This document is to be referred as Volume 1

1.3 Project Context

One of the many functions that CAG India is responsible as part of the mandate is completion and production of Monthly Civil Accounts, Finance Accounts, Appropriation Accounts, and various other internal reports in an efficient manner. Timely and accurate information gathering and reporting the same to various levels to assist the concerned authorities, including State Governments, in effective decision making. CAG India is also responsible for effectively monitoring of expenditure incurred by various State Government departments against the budget. To cater for the above its essential that Voucher processing needs to be effectively and efficiently done. The voucher processing across all states has been computerized and currently utilizes Voucher Level Computerization (VLC) application.

2. **BIDDING PROCESS DETAILS**

2.1 General Instruction to Bidders

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 advisers in relation to this RFP.

All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the CAG India based on this RFP.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the CAG India. Any notification of preferred Bidder status by the CAG India shall not give rise to any enforceable rights by the Bidder. The CAG India may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the CAG India.

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

2.2 Bid Fact Sheet

The bidders should be provided with this Bid Fact Sheet comprising of important factual data on the tender.

No.	Information	Details
Introduction		
1.	Project Name	RFP for Engagement of Managed Service Integrator for DB and F&R Upgradation & Migration on Subscription Based Platform for VLC Application
2.	Tender Published by	CAG India

No.	Information	Details
3.	Tender No.	130/GAcoord/2023/1
e-Tendering Portal		
4.	e-Tendering Website	https://eprocure.gov.in/eprocure/app https://cag.gov.in/en/tenders
5.	e-Tendering Support	Sushant Singh (AAO – Information Systems) +91-9560013305 aao4is@cag.gov.in
Tender Fees and Earnest Money Deposit		
6.	Tender Fee	No tendering fees required.
7.	Earnest Money Deposit	Rs. 1,000,000/- (Rupees Ten Lakhs Only) valid for at least for 90 days from the date of submission of bid
8.	Submission of EMD and Power of Attorney (physical hard copy submission)	Receipt Copy of DD/Bank Guarantee of EMD and Power of Attorney shall be submitted in the format provided in the Annexure-I of this RFP. Receipt Copy of submission of EMD and Power of Attorney also needs to be uploaded on e-Procurement portal under a separate cover (Cover 1)
9.	Address for Submission of EMD and Power of Attorney (Physical hard copy submission)	Sushant Singh (AAO-IS) O/o Comptroller and Auditor General of India 9, DDU Marg New Delhi - 110124
RFP Availability and Mode of Submission		
10.	Availability of RFP Documents	RFP document and amendments can be downloaded from the e-Tendering Portal.
11.	Mode of submission of RFP	As mentioned in sub-section titled ‘Contents of Covers’. The detailed information regarding the submission can be obtained from e-Tendering Portal. Bidders are required to submit One Original Hard Copy of Cover 1 prior to 4:00 pm on the last date of bid submission. The Hard copy shall be submitted to address mentioned above in point no. 9 Bid Fact Sheet by any of the mentioned means Book Post/Speed Post/by hand. The other parts of proposal (Cover-2, Cover-3 and Cover4), Bid Submission will be online through e-

No.	Information	Details
		Tendering Portal only. Please note that only online bids will be considered for evaluation of offers.
12.	Bid Validity Period	12 months from the last date and time of submission.
13.	Currency	Currency in which the Bidders may quote the price and will receive payment is – Indian Rupees Only (INR)
14.	Language of Bid Submission	Proposals should be submitted in English only
Communication Details		
15.	Communication Address	All communications, including proposal documents should be addressed to: Tel.: 011-23509419 Email: aao4is@cag.gov.in
16.	e-Mail Address for submission of Pre-Bid Queries	To- aao4is@cag.gov.in CC- diris@cag.gov.in with subject line “Pre-Bid Queries for CAG VLC RFP”
Important Dates		
17.	Start date of issuance of RFP document	14 th February 2025
18.	Last date for Submission of Queries	21 st February 2025
19.	Pre-Bid Conference	27 th February 2025
20.	Pre-Bid Query Response	3 rd March 2025
21.	Last date and time for RFP Submission	10 th March 2025, 5:00 pm
22.	Date and time of opening of bid	12 th March 2025, 11:00 am
22. a	Date and time for checking responsiveness of submitted documents to the RFP criteria.	Will be informed to the eligible bidders
22 b.1	Technical evaluation of pre-qualified bids	Will be informed to the eligible bidders
22. b.2	Date and time for presentation and interview	Will be informed to the eligible bidders

No.	Information	Details
22. c	Date and time for opening of financial bids	Will be informed to the eligible bidders
23.	Details for Pre-Bid Meeting	In physical mode in O/o CAG of India, Committee room 1 Ground floor
24.	Consortium	Bids from a consortium is allowed but the primary responsibility shall be of the lead partner.
25.	Method of Selection	The method of selection is: Technically qualified and Quality-and-Cost Based (QCBS) selection with weightage as 70 (Technical) and 30 (Financial) <u>4 Stage evaluation process</u> Stage 1: Pre-Qualification Evaluation (Only those bidders which meet all the criteria of this stage are eligible for next stage) Stage 2: Technical Qualification Evaluation (Min. score of 75 marks out of 100 required to be eligible for next stage) Stage 3: Financial Evaluation Stage 4: Final Evaluation
26.	Performance Guarantee	Performance Guarantee should be equivalent to the five (5) percent Total Contract Value. The Performance Guarantee should be issued by the nationalized/scheduled bank having an operational branch in the New Delhi.

2.3 RFP Document Availability

- The RFP documents have been made available for download from e-Tendering Portal.
- No Tender Fees is required to download RFP documents.

2.4 Pre-Bid Meeting

- CAG will hold a pre-bid meeting with the prospective Bidders. The date and address for the meeting is mentioned in the fact sheet.
- The Bidders will have to ensure that their queries for pre-bid meeting should reach the point of contact (Nodal Officer). The details for submitting the pre bid queries is mentioned in Fact sheet.
- The queries should necessarily be submitted as per the format provided under Section 4. Pre-Bid Queries Template.
- CAG shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the CAG Office.
- The representatives of the interested bidders may attend the pre-bid meeting at their own cost.

- f. In order to provide prospective Bidders reasonable time for making additional queries, CAG may, at its discretion, extend the last date and time for the receipt of queries.

2.5 Bidder queries and CAG India clarifications

All clarifications from the bidders relating to this RFP must be submitted in writing exclusively to the contact person before the last date for receipt of clarifications, CAG India will not respond to any clarifications received after the last date for receipt of clarifications as specified in the fact sheet. The mode of delivering written questions would be through email only and the queries should be sent in Word or Excel format only. Telephone calls will not be accepted for clarifying the queries.

2.6 Clarifications to Pre-Bid Queries and Issue of Corrigendum

- a. The Nodal Officer notified by the CAG will endeavour to provide timely response to all queries. However, CAG makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does CAG undertake to answer all the queries that have been posed by the Bidders.
- b. At any time prior to the last date for receipt of bids, CAG may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the <https://eprocure.gov.in/> and may be emailed to all participants of the pre-bid conference.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the CAG may, at its discretion, extend the last date for the receipt of proposals.

2.7 Changes in the Bidding Document

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum.
- b) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity: Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

2.8 CAG India rights to terminate the tender

- a) CAG India reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of agreement, 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 actions taken by CAG India.
- b) CAG India makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- c) CAG India may terminate the RFP process at any time and without assigning any reason. CAG India makes no commitments, express or implied, that this process will result in a business transaction with anyone.

- d) This RFP does not constitute an offer by the CAG. The Bidder's participation in this process may result CAG selecting the Bidder to engage towards execution of the subsequent contract.

2.9 Acceptance of part / whole bid / modification – Rights thereof

CAG reserves the right to accept or reject wholly or partly bid offer or modify the technical specifications / quantities / requirements mentioned in this RFP including addition / deletion of any of the item or part thereof after pre-bid, without assigning any reason whatsoever. No correspondence in this regard shall be entertained. CAG also reserves the unconditional right to place order on wholly or partly bid quantity to successful bidder.

2.10 EMD (Earnest Money Deposit)

- a) The Bidders shall submit, along with their bids, a Bid security/ Earnest Money Deposit (EMD) (amount mentioned in fact sheet) as bid security fee as DD/ Bank Guarantee in e-procurement portal as per the details mentioned in the factsheet of this RFP.
- b) EMD of all unsuccessful Bidders would be refunded within 90 days of the Bidder being notified as being unsuccessful by the CAG India. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee. as per the format provided in the RFP.
- c) The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- d) Proposals do not accompany with the EMD or containing EMD with infirmity(ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.

The EMD may be forfeited in the event of:

1. A Bidder withdrawing its bid during the period of bid validity.
2. A successful Bidder fails to sign the subsequent contract in accordance with this RFP.
3. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP.
4. A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

2.11 Bidder's Authorized Signatory

The bid shall be uploaded using digital signature certificate of the authorized signatory of the bidder online at eProcurement portal.

2.12 Interlineations in Bids

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

2.13 Bid Preparation and Submission Instructions

- a) Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. CAG India will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this RFP.
- b) Bidders shall furnish the required information on their Technical and Financial proposals in the enclosed formats only. The tender will be liable for rejection if there are any deviations in format.
 - i. CAG India will not accept delivery of proposal in any manner other than that specified in this RFP.
Proposal delivered in any other manner shall be treated as defective, invalid, and rejected.
 - ii. Technical proposal should not contain any Financial information.
 - iii. A board resolution authorizing the bidder to sign/ execute the proposal as a binding document and to execute all relevant agreements forming part of RFP shall be included in the technical proposal. Please provide complete chain of documents showing initial delegation by the board and any further sub delegation.
 - iv. The proposals shall be valid for a period of Twelve (12) months from the last date of submission of the bid/proposals. A proposal valid for a shorter period shall be rejected as non-responsive.

2.13.1. Proposal Preparation Costs

- i. 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 CAG India to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
- ii. CAG India will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.13.2. Language of Proposal

The proposal and all correspondence and documents shall be written in English. The bidder shall furnish certified translated documents, wherever the citations/documents attached as part of the bid are in language other than English.

2.13.3. Authenticity of the information and right of verification

- a. CAG India reserves the right to verify all statements, information and documents submitted by the bidder in response to this RFP for the purpose of Pre-Qualification, Technical Qualification and Financial proposal. Any such verification or lack of such verification by CAG India shall not relieve the respondent of its obligations or liabilities hereunder nor will it affect any rights of CAG India there under.
- b. In case it is found during the evaluation of the responses or at any time during the subsequent procurement or project execution process, that the bidder has made material misrepresentation or has given any materially incorrect or false information in the proposal:
 - i. The bidder shall be disqualified forthwith (if not yet awarded the agreement either by issue of the letter of intent or entering into an agreement).
 - ii. CAG India would initiate appropriate action against the selected bidder as per the laws of the land if the agreement is already awarded.

2.13.4. Consortium Condition

- a. The lead bidder will be responsible for works which are estimated to be at least 50% of the total value of the contract value.
- b. The lead bidder will be liable for the entire scope of work and risks involved thereof (the liability should be for the entire value of the contract)
- c. The non-lead bidders should be liable for the scope of work for which they are responsible along with the lead bidder.
- d. Any change in the consortium member at a later date will not be allowed after successful award.

In case of consortiums: -

- a. Bidders must submit clarity on the roles and responsibility of each member with the Bid Proposal.
- b. A particular company must be a member of only one consortium.
- c. Bidders need to ensure all the members are part of the contractual arrangement between themselves before submitting the bid
- d. All member of the Consortium:
 - o must be registered legal entity in India.
 - o must have signed Integrity Pact
- e. None of the members of the Consortium should be a blacklisted entity.
- f. Some pre-qualification criterions to be met by any of the consortium members:
 - o At least one member of consortium should meet the turnover requirement.
 - o At least one member of consortium should meet the financials requirement.
 - o At least one member firm of consortium should meet the manpower requirement.

2.13.5. Venue and Deadline for Submission of Proposal

The response to RFPs must be submitted on the e-Procurement portal (<https://eprocure.gov.in/>) by the date and time specified in fact sheet for the RFP. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. CAG India shall not be responsible for any delay in the submission of the documents.

2.13.6. Rights to the Content of the Bid Proposal

All proposals and accompanying documentation of the proposal will become the property of CAG India and will not be returned after opening of the bid. CAG India is not restricted in its rights to use or disclose any or all the information contained in the proposal to experts/ consultants engaged in the evaluation of bid responses and can do so without compensation to the bidders. CAG India shall not be bound by any language used by the bidder in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

2.13.7. Modification or Withdrawal of Proposals

- a. No proposal shall be withdrawn after submission. CAG will forfeit the entire bid security if a bidder withdraws their bid during the validity period.
- b. The bidder may submit a revised proposal before the expiry of the last date and time for the submission of the proposal. In such case the most recent submitted proposal will be considered for the evaluation and all the earlier versions will not be considered for evaluation.
- c. In case the bidder submits the revised proposal, the revised proposal shall strictly comply with

all the terms and conditions of this RFP.

- d. Modifications of any nature to proposal will not be allowed after the deadline for proposal submission.
- e. The bidder is allowed to withdraw their submitted proposal any time prior to the last date prescribed for the receipt of bids, by giving a written notice to CAG to that effect.

2.13.8. Acknowledgement of Understanding of Terms

By submitting a proposal, the bidder shall be deemed to acknowledge that the bidder has carefully read all sections of this RFP, including all forms, schedules, Annexures and Appendices hereto, and has fully informed itself as to all the conditions and limitations.

2.13.9. Format of submission

The bidders should submit their responses as per the format given in this RFP in the following manner:

- a) The Response to Pre-Qualification criterion, Technical Proposal and Financial Proposal should be covered in separate envelopes super-scribing —EMD & Pre-Qualification Proposal, "Technical Proposal" and —Financial Proposal respectively.

Cover	Category	Cover Name	Contents	Annexure
Cover 1A	To be submitted as Original Hard Copies	—EMD and Power of Attorney for <RFP name and reference No.>	EMD (deposited by Demand Draft/ BG in the name of — Comptroller and Auditor General of India) and Cover Letter for EMD Original Power of Attorney: _Power of Attorney to Authorized Signatory	Annexure 1 – PQ1& PQ2
Cover 1B	Pre-Qualification Proposal (Online Submission Only)	Pre-Qualification Proposal	a. Pre-Qualification Bid Covering Letter b. Compliance List of Pre-Qualification c. Details of Bidder Organization Audited financial statements (Balance Sheet, P&L statement and Cash Flow statement) in last three (3) financial years for which audited financial statements are available. d. Certificate from the Statutory Auditor/CA on Bidder’s Annual Turnover. e. Stamped Certificate from the Statutory Auditor/CA on turnover details from SI in Subscription Based Platform and Data Centre Infrastructure services Work for the last three	Annexure I - PQ3 PQ4 PQ5 PQ6 PQ7 PQ8 PQ9 PQ10 PQ11

Cover	Category	Cover Name	Contents	Annexure
			<p>(3) financial years for which audited financial statements are available. Certificate from the Statutory Auditor/CA on net worth in the last three (3) financial years for which audited financial statements are available.</p> <p>f. Non-Blacklisting self-declaration by the Bidder duly signed by the authorized signatory on Non-judicial stamp paper of required value in accordance with format given in subsection titled "Non-Blacklisting Declaration, Self-Declaration by bidder on its letterhead that company has not been declared insolvent/bankrupt or should not have filed for insolvency/ bankruptcy or in the process of being declared bankrupt before any designated authority.</p> <p>g. Valid certificate for CSP from MeitY for empanelment. Copy of valid certifications in the name of the CSP as mentioned in CSP Qualification (valid on the date of bid submission)</p> <p>h. Third Party Audited/Applicable reports to be submitted for valid accreditations. Public URL and CSP Self Confirmation on CSP letterhead from authorized signatory</p> <p>i. Document showing the technical capability of the bidder*.</p> <p>j. No Deviation Certificate</p> <p>k. Total Responsibility Declaration</p> <p>l. No Conflict-of-Interest Declaration</p> <p>m. Signed RFP and all corrigenda.</p> <p>n. GST registration certificate</p> <p>Note*: -</p> <p><i>I. Work Order/ Contract clearly highlighting the scope of</i></p>	

Cover	Category	Cover Name	Contents	Annexure
			<p><i>work and value of the contract/ order</i></p> <p><i>Performance Certificate as well as Completion/ Ongoing Certificate issued and signed by the competent authority of the client entity on it's letterhead. Please also refer to compliance sheet</i></p> <p><i>(Form-PQ4: Compliance to Pre-Qualification Criteria) and formats mentioned in Annexure-I.</i></p>	
Cover 2	Technical Proposal (Online Submission Only)	Technical Proposal	<p>a. Technical Bid Covering Letter</p> <p>b. Compliance Sheet for Technical Proposal</p> <p>c. Unpriced Bill of Material (BOM) for the solution</p> <p>d. Manufacturer's Authorization Form (all applicable OEMs) and CSP Authorization Form</p> <p>Documents in accordance with CSP Criteria Compliance <i>Note: Please also refer to compliance sheet (Form:TQ-2) and formats mentioned in Annexure-II.</i></p>	Annexure II - a. TQ1 TQ2 TQ3 TQ4
Cover 3	Financial Proposal (Online Submission Only)	Financial Proposal	Financial Bid Covering Letter Financial Proposal Forms	Annexure III - CP1 & CP2

- a Please note that prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Financial Proposal. In case the Prices are found in either Pre-Qualification Proposal or Technical Proposal, the Bid will be summarily rejected.
- b All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

- c The Bid shall not contain interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- d The bid submitted shall be by the authorized signatory of the Bidder in whose name the Power of Attorney has been assigned for this RFP. In case any clarifications are sought during bid evaluation process, all the pages of response document shall be initialed and stamped by the authorized signatory.
- e The bid shall be as per the formats given in the RFP document only, no other format will be acceptable.
- f CAG India will not accept delivery of the bids by fax / e-mail or any other electronic / non-electronic means other than as specified herein.

2.13.10. Non-Responsive Proposals

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

- a) If it does not comply with the terms & conditions, requirements of this RFP, failure to comply with the technical requirements, and acknowledgment of receipt of amendments.
- b) If a proposal appears to be —canned presentations of promotional materials that do not follow the format requested in this RFP for Technical and Financial proposals or do not appear to address the requirements of the proposed solution, and any such bids may also be disqualified.
- c) If the technical or Financial proposal of the bidder does not adhere to the requirements of this RFP, the bid shall be declared as non-responsive and will not be evaluated further.

2.13.11. Authentication of Bids

A Proposal should be accompanied by power-of-attorney in the name of the signatory of the Proposal.

2.13.12. Right to the content of bid proposal

All bids and accompanying documentation of the technical proposal will become the property of CAG India and will not be returned after opening of the bid proposals. CAG India is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. CAG India shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

2.13.13. Disqualification

The proposal submitted by the bidder is liable to be disqualified if one or more of the following conditions are violated.

- a) Violation of the bid submission process
 - i. Financial proposal and technical proposal are not submitted in the prescribed formats and mode as given in the RFP.
 - ii. The price information, the pricing policy or pricing mechanisms or any document/information/file indicative of the Financial aspects of the proposal are either fully or partially enclosed or are part of the Technical Proposal.
 - iii. If it comes to CAG India's knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up the processing of Bid then the bidders so involved are liable to be disqualified for this agreement.
 - iv. If a bidder submits more than one bid.

- b) In a tender, either the Indian agent on behalf of the Principal / OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- c) If an agent submits bid on behalf of the principal / OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM in the same tender for the same item/ product.
- d) Non-compliance to the conditions of the bidding process
 - i. The Bid documents are not signed as per guidelines of the RFP.
 - ii. The required EMD has not been submitted as specified in the RFP.
 - iii. The Bid validity period is shorter than the required period.
 - iv. The Bid is not submitted in accordance with this document.
 - v. During validity of the Bid, or its extended period, if any, the bidder revises its quoted prices.
 - vi. The bidder qualifies their bid with their own conditions or assumptions.
 - vii. Bid is received in incomplete form.
 - viii. Bid is not accompanied by all the requisite documents.
- e) Nonresponsive Content of the proposal
 - i. Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the bids or during the tenure of the agreement including the extension period, if any
 - ii. The deliverables as given in the technical proposal should be in consonance with the Financial proposal. Any deviations in the final deliverables between Technical and Financial proposals shall make the Bid as being unresponsive and may lead to disqualification of the Bid.
- f) Inability to respond in accordance with the bidding guidelines.
 - i. The successful bidder, invited to sign the agreement qualifies the letter of acceptance of the agreement with its own conditions.
 - ii. The successful bidder fails to deposit the Performance Bank Guarantee or fails to enter into an agreement within such period specified by CAG India.
- g) Fraudulent and corrupt practice
 - i. Bidder tries to influence the proposal evaluation process by unfair/unlawful/corrupt/fraudulent means at any point of time during the bid process defines, for the purposes of this provision, the terms set forth below as follows:
 - ii. "Corrupt" practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in agreement execution; and
 - iii. "Fraudulent" practice means a misrepresentation of facts in order to influence a procurement process or the execution of an agreement to the detriment of the Purchaser, 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 purchaser of the benefits of free and open competition.
- h) Consequences of disqualification
 - i. If a bid or a proposal is disqualified, the bidder will not be eligible to participate in the bidding process initiated by this RFP.
 - ii. If the proposal/bid is disqualified, it will not be processed further and the same will be communicated to the bidder. No further correspondence from the bidder with CAG India will be entertained.
 - iii. If the disqualification is for the reasons of fraudulent or corrupt practice, CAG India has the right to initiate actions to blacklist the bidder as per the provisions of the relevant acts/rules.

2.13.14. Financial Bid Format

- a) The Bidder must submit the Financial Bid in the formats specified in Annexure III of this RFP. The Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of provision of services under this RFP.
- b) The bidders shall quote an all-inclusive bid value in their Financial bids.
- c) The Bidders shall quote for the entire scope of contract on an “overall responsibility” basis such that the quote for the project covers all obligations of the bidder mentioned in the Bidding documents in respect of providing the services.
- d) The bidder shall submit a priced bill of quantities as part of the Financial bid. The format of the priced bill of quantities as specified under Annexure III of this RFP should be used.
- e) Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the bids are submitted. All corrections, if any, should be initialed by the person signing the bid form before submission.
- f) Notwithstanding any price (s) quoted in the offer across different sections of the bid, only prices given in the prescribed format given at Annexure III of this RFP shall prevail.
- g) Price quoted by the Bidder shall remain firm during the entire contract period and shall not be subject to variation on any account except change in applicable tax rates (e.g., GST) or change in scope.
- h) A bid submitted with an adjustable price quotation or conditional bid may lead to disqualification of the bidder. CAG India reserve the right to take appropriate action in this regard.
- i) If a bidder costs NIL charges as Total Contract Value, the bid shall be treated as unresponsive and will not be considered for further evaluation.

2.14 Bid Opening and Proposal Evaluation

2.14.1. Bid opening sessions

- a. The Proposals submitted up to last date and time (refer Fact Sheet) will be opened at specified date and time (refer Fact Sheet) by the Nodal Officer or any other officer authorized by the CAG India, in the presence of the Bidder’s representatives who may be \ at the time of opening.
- b. The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity to identify their bona fides for attending the opening of the Proposal.

2.14.2. Proposal Validity

- a. The proposal submitted by the Bidders should be valid for Bid Validity Period (refer fact sheet) from the date of submission of the Proposal.
- b. CAG India may request the Bidder(s) for an extension in period of validity of the bid. The validity of the EMDs should also be suitably extended if called upon to do so by CAG India.

2.14.3. Proposal Evaluation Process

CAG will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by bid evaluation committee according to evaluation process define in this RFP document. The decision of the committee will be final in this regard. The process will be carried in four stages as mentioned below: (the detailed criteria for each evaluation process is described in subsequent sections). The bidders qualified in respective stages will only be evaluated in subsequent stages.

1. Pre-Qualification Evaluation
2. Technical Evaluation for Bidder
3. Technical Qualification Evaluation
4. Financial Evaluation

2.14.4. Pre-Qualification Evaluation

Following are the pre-qualification requirement for the bidders:

S. No.	Eligibility Criteria	Criteria Description	Documentary proof to be submitted
Basic Bid Related Fees/Documents			
1	Tender Fee	No Tender Fees is required.	NA
2	EMD	The bidder should furnish, as part of its proposal, an Earnest Money Deposit (EMD) of amount mentioned in Bid Control Sheet. The EMD should be as per the provisions of Bid Fact Sheet.	Scanned copy of DD or BG (to be submitted along with bid) Demand Draft or BG (to be submitted physically to communication address mentioned in Bid Control Sheet on or before the last date and time of bid submission)
3	Power of Attorney (PoA)	The Board resolution and Power of Attorney in the name of the person signing the bid.	Board Resolution, Power of Attorney to Authorize Signatory (Format Specified in Annexure-I) Scanned copies of document to be submitted online on e-Procurement Portal Original document (to be submitted physically to communication address mentioned in Bid Control Sheet on or before the last date and time.
Legal Entity, Blacklisting Criteria and Financial Strength – SI Qualification			

S. No.	Eligibility Criteria	Criteria Description	Documentary proof to be submitted
4	Legal Entity	<p>The Bidder shall be legal entity and registered in India with following criteria: Should be Company registered under Companies Act, 2013 or 1956, amended till date or a Limited Liability Partner incorporated under Limited Liability Partnerships Act, 2008 Should be in existence for at least ten years as on 31/03/2024. Registered with GST Authority in India A consortium of up to two parties will be allowed to ensure adherence to the project execution timeline, as per the terms outlined below</p>	<p>Certificate of Incorporation of the Company/LLP Copy of PAN & TAN Copy of Registration Certificates with the GST Authority Copy of Income Tax and GST returns for last 2 financial year (FY 2023-24 or FY 2022-23) be submitted in the format provided under Form – PQ 5)</p>
5	Declaration for not being blacklisted (as on	<p>The Bidder should not have been blacklisted (as on date of submission of bid) by any entity from last five years</p>	<p>Self-Declaration by bidder on its letter head as per Annexure I Form</p>
	Date of submission of bid)	<p>Govt. of India, any State Government in India, Government Agencies, Public Sector Undertakings, or any Autonomous organization of Central or State Government for participation in future bids for unsatisfactory past performance/ corrupt/ fraudulent, or any other unethical business practices</p>	<p>(To be submitted in the format provided under Form – PQ 8)</p>
6	Insolvency / Bankruptcy	<p>The Bidder must not have been declared insolvent/ bankrupt or should not have filed for insolvency/</p>	<p>Self-Declaration by bidder on its letterhead that company has not been declared insolvent/ bankrupt or should not have filed for</p>

S. No.	Eligibility Criteria	Criteria Description	Documentary proof to be submitted
		bankruptcy or in the process of being declared bankrupt before any designated authority.	insolvency/ bankruptcy or in the process of being declared bankrupt before any designated authority.
7	MAF and Certificates from Oracle	Bidder should provide undertaking from Oracle regarding authorization of Oracle Database and technology components.	Document Required from Oracle: MAF from Oracle Miety Certificate ISO27017- cloud service security ISO27018- protection of personal data in the cloud ISO27701-privacy information management system Tier-3 certification– A data center with multiple paths for power and cooling, and redundant systems that allow the staff to work on the setup without taking it offline. SOC1, SOC2/SOC3 (System and Organization Control), PCIDSS <i>Note - Please Submit the self-declaration and relevant doc.</i>
8	Annual Turnover	The Bidder (SI and CSP/OEM) should have Average annual turnover of INR 600 Crores (System Integrator and CSP/ OEM (India) from Software development/upgrade/ implementation / maintenance services over the last 3 financial years. (2023-24, 2022-23 and 2021-22)	Certificate from the Statutory Auditor/CA on average annual turnover in the last three (3) financial years for which audited financial statements are available. (To be submitted in the format provided under Form – PQ 6)
9	Positive Net worth	Positive Net Worth of System integrator and CSP/ OEM in each of the last 3 Financial Years (2023-24, 2022-23 and 2021-22): Bidder should have positive net worth for latest three (3)	Certificate from the Statutory Auditor/CA on net worth in the last three (3) financial years for which audited financial statements are available.

S. No.	Eligibility Criteria	Criteria Description	Documentary proof to be submitted
		financial years for which audited financial statements are available	(To be submitted in the format provided under Form – PQ 6)
10	Experience with Government/PSU –Experience	Bidder should have experience working with Government client/PSU for a project which shall include cloud hosting, application development/ upgrade, data migration and support as per below One project with value 15 Crore or Two Project with value 8 Crore each or Three Project with value 6 Crore each	Work Order/ Completion certificate (Clearly highlighting scope of work)
11	CMMI 3	Bidder should have valid CMMI level 3 or above certification. The sole bidder should also possess <u>any two of the below certifications</u> (valid on the date of bid submission): <ul style="list-style-type: none"> • ISO 9001:2015 or above (Quality Management Systems) • ISO 20000-1: 2011/2018 (Service Management Systems) • ISO 27001: 2013/2022 (Information Technology Management Systems) 	Valid Certificate from the concerned authority

2.14.5. Technical Evaluation for bidder

Evaluation Criteria: QCBS 70:30. Minimum Cut-off marks for qualification = 75.

Sr. No.	Criteria	Marks	Documents to be submitted
1)	<p>Bidder should have more than 100 technical employees on payroll at the time of bidding, performing software design / development /upgrade/ testing related activities.</p> <p>>more than 100 technical employees on payroll (5 marks) >more than 200 technical employees on payroll (7 marks) > more than 300 technical employees on payroll (10 marks)</p>	10 Marks.	An undertaking on Letterhead of the Company by the HR manager /Authorized officer of the company should be furnished.
2)	<p>Bidder should have experience working with Government client/PSU in India for any System Integration project (including platform infrastructure cost) where they have done following. Project value should be minimum INR 25 Crore.</p> <p>Application Development/Upgrade & Maintenance and data migration Supply of cloud services or on-prem hosting</p> <p>Project Value more than INR 25 Crore (5 marks) Project Value more than INR 50 Crore (7 marks) Project Value more than INR 100 Crore (10 marks)</p>	10 Marks	Each project details to be provide separately in project citation form (as per RFP format) with attach copies of the customer purchase orders and Go-live / completion certificates/ performance fulfilment certificate of relevant assignments issued by respective clients.
3)	<p>Bidder should have experience working with Government client/PSU with similar nature of project where they should have done: Upgradation/Implementation and data migration of Oracle database Upgradation/Implementation of Oracle Forms & Reports/WebLogic to cloud</p>	20 Marks	Each project details to be provide separately in project citation form (as per RFP format) with attach copies of the customer purchase orders and Go-live / completion certificates/ performance fulfilment certificate of relevant assignments issued by respective clients.

Sr. No.	Criteria	Marks	Documents to be submitted
	Project Value more than INR 10 Crore (10 marks) Project Value more than INR 15 Crore (15 marks) Project Value more than INR 20 Crore (20 marks)		
4)	Bidder should have followed certification. CMMi Level 3 = 5 Marks CMMi Level 5 = 10 marks	10 Marks	Valid Certificate from the concerned authority
5) a.	Senior Oracle Cloud Infrastructure (OCI) and Oracle Database Solution Architect. (5 Marks) a) Qualifications I. BE/B. Tech / MCA / Postgraduate in any discipline with diploma / degree in IT ; 10 years of relevant experience IT Experience of 12 years 1 Marks IT Experience of 15 years 3 Marks Experience in similar projects (Software Development/ upgrade /Customization Project for Government organization/PSUs in India for functions involving Financial Accounting) I. 2 projects: 1 Mark II. More than 2 Projects: 2 Marks	10 Marks	Resume as per RFP format
5) b.	Project manager (5 Marks) I. BE/B.Tech/ MCA / Postgraduate in any discipline with diploma / degree in IT ; 10 years of relevant experience IT Experience of 12 years 1 Marks IT Experience of 15 years 3 Marks Experience in similar large IT projects (Software Development/ upgrade/ /Customization Project for Government organization/PSUs in		Resume as per RFP format

Sr. No.	Criteria	Marks	Documents to be submitted
	India for functions involving Financial Accounting) I. 2 projects: 1 Mark II. More than 2 projects: 2 Marks		
6)	Technical Proposal 1. Understanding of the objectives of the assignment 2. Implementation, Cloud Migration and Oracle DB/FMW upgrade Approach & Methodology, work plan 3. Proposed Solution and Architecture including network architecture for cloud to on-premise (AG offices and State Datacentres) 4. Detail of Ready to Deploy solution 5. Project timelines and plans Project O&M Plan 6. Project Risk & Risk mitigation strategy 7. Transition Management 8. Cloud Security	25 Marks	Approach & Methodology Document and Presentation before the technical committee.
7)	Technical Presentation and/ or demonstration by the bidder	15 Marks	Presentation to be submitted as per the communication by Authority when the date is decided.

Please Refer Below Table for Consortium Partner Qualification:

Consortium Partner Qualification Criteria		
Sr No.	Description	Documents Required
1	The Consortium partner should be a company registered under the Companies Act, 1956/2013 and in existence for not less than 15(fifteen) years as on 31-03-2024	Memorandum and article of incorporation
2	The consortium partner possesses at least CMMI level 3 or above Certificate for its organization	Copy of Relevant Certificate
3	The Bidder should have Average annual turnover of INR 600 Crores (System Integrator and OEM (India)) from Software development/ upgrade/ implementation / maintenance services over the last 3 financial years. (2023-24, 2022-23 and 2021-22).	(i) Chartered Accountant Certificate on Net-worth, Turnover and PAT for last three years (ii) Audited Statement of Accounts (B/S, P&L) (iii) CA Certificate Required

Consortium Partner Qualification Criteria		
Sr No.	Description	Documents Required
	The bidder should have been profitable for all three financial years with positive net worth for the last three years March 31,2024.	
4	The bidder should have been profitable for all three financial years with positive net worth for the last three years	CA Certificate Required.
5	The consortium partner should have experience of similar nature of project where they should have done: Upgradation and data migration of Oracle database Upgradation of Oracle Forms & Reports/Weblogic	Copy of the Work order and completion certificates /work in progress letter required.
6	The consortium partner shall not have been blacklisted by any State/Central Government or PSU	Self-Declaration by the Bidder

- a. CAG India shall open and validate the contents of Cover 1
- b. If the response to —pre-qualificationl is received as per requirements and prescribed format, then CAG India shall evaluate the response to the Pre-Qualification requirements in accordance with the Prequalification requirements specified in this RFP.
- c. The Pre-Qualification bid must contain all the documents mentioned in —Annexure I - Pre-Qualification Bid Templatesl. Each of the Pre-Qualification condition mentioned in this section is mandatory. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- d. Technical and Financial bids for those bidders who do not pass the pre-qualification stage, will not be opened.
- e. A checklist must be created by the bidder and be submitted along with the proposal with proper page wise indexing of all supporting documents.

2.14.6. Technical Qualification Evaluation

- a. The technical evaluation will be performed for only those bidders whose proposal qualifies in the prequalification evaluation.
- b. In case a bidder does not comply with any line item in the respective category of technical compliance, in such a situation, at any later time if the project is required to deliver the line item by the CSP for smooth functioning. Applications are required to be procured by the SI through any means necessary to meet the project requirements.

Note: CAG India reserves the right to check/ validate the authenticity of the information provided in the Prequalification and Technical Evaluation criteria and the requisite support must be provided by the Bidder.

2.14.7. Financial Score Formulation

The lowest evaluated absolute financial quote (F_{min}) i.e. Total Bid Value will be given the maximum financial score (F_n) of 100 points. The financial scores (F_n) of the other financial quotes will be computed as per the formula for determining the financial scores given below:

$$F_n = 100 \times (F_{min} / F1)$$

Where,

F_n = Normalized financial score for the bidder under consideration,

$F1$ = Absolute financial quote for the bidder under consideration,

F_{min} = Minimum absolute financial quote obtained from any bidder (Adjusted to two decimal places)

C&AG and the evaluation committee may seek oral / written clarifications from the bidders on their Financial bids during the evaluation process. C&AG and the committee may seek inputs from their professional, technical experts in the evaluation process. However, the bidder will not be allowed to modify or amend their proposals during these clarifications.

2.14.8. Financial Evaluation

The bidder shall be selected under the Quality-cum-Cost Based System (QCBS) with weightages of 70:30 (70% for technical proposal and 30% for financial proposal) and procedures described in this RFP. Proposals shall finally be ranked according to their combined technical (S_t) and Financial (S_f) scores using the weights (T =the weight given to the technical proposal; F_n =the weight given to the financial proposal; $T+F = 100$) indicated below.

$$S = S_t \times (T=70\%) + S_f \times (F_n=30\%)$$

In case of a tie, bidder with higher technical score will be considered for award of work. The Successful Bidder would be notified in writing by the Authority by issuing the Letter of Award (LOA) in favor of the Bidder.

The Authority reserves the right to accept any proposal or reject any or all the proposals without assigning any reasons and any liability whatsoever including financial liability. The Authority also reserves the right to close or cancel the entire process of appointment at any point without assigning any reasons whatsoever and without any liability whatsoever.

2.15 Appointment of Successful Bidder

2.15.1. Signing of Agreement

- a. Upon notification of the outcome of the Financial evaluation, CAG India shall issue a Letter of Intent before entering into an agreement with the successful bidder. The draft agreement is provided in RFP.
- b. The successful bidder shall submit a fresh undertaking of not being blacklisted as on date of the signing of the agreement.

- c. Notwithstanding any delay in signing of agreement, upon acceptance of letter of intent the bidder shall commence work on the project.
- d. CAG India shall have the right to annul the award in case there is a delay of more than 30 days in signing of agreement, for reasons attributable to the successful bidder.
- e. CAG India does not commit to buy all the items in the quoted price for which pricing has been sought. Out of the various priced items of the Financial proposal, CAG India will have the option and the right to buy any combination of services or items. The priced items which CAG India intends to buy will be included in the Financial agreement with the successful bidder.
- f. During the period of the agreement, CAG India could buy any of those items which are not included in the agreement, and which are part of the quoted price of the bidder. CAG India will have the right to buy those services at the same rate for which the bidder was selected as the successful bidder. The Price quote for all the services indicated in the quote will be valid for the complete period of agreement.
- g. Once an agreement is signed with the successful bidder based on the Financial proposal, no adjustment of the agreement value shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the agreement.
- h. The agreement value arrived at shall be the only payment payable by CAG India to the bidder for completion of the contractual obligations by the successful bidder under the agreement, subject to the terms of payment specified in this document. The price would be exclusive and inclusive of all taxes, duties, charges and levies as applicable.

2.15.2. Acceptance of Letter of Intent (LoI)

The successful bidder shall submit in writing the acceptance of the terms and conditions of the LoI within the time prescribed by CAG India. Failure of the successful bidder to provide the acceptance within given time frame shall constitute sufficient grounds for the annulment of the award of LoI. In such event CAG India may issue LoI to the next bidder or call for new proposals.

2.15.3. Performance Bank Guarantee

- a. PBG of 5% of value of the agreement (Total Contract Value) would be furnished by the bidder in the form of a Bank Guarantee as per the format provided in this RFP from Nationalized Banks or scheduled bank. The PBG should be furnished within 15 days from the signing of the agreement and should be valid till the entire term of the agreement and for an additional period of one year after the completion of term of agreement including warranty obligations. Bid security would be refunded to the successful bidder on receipt of Performance Bank Guarantee.
- b. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. If the project implementation/go- live is delayed, the PBG shall be extended by the bidder for such additional duration. The performance bank guarantee may be discharged/ returned by CAG India upon being satisfied that there has been due performance of the obligations of the bidder under the agreement. However, no interest shall be payable on the performance bank guarantee.
- c. In the event of the bidder being unable to service the agreement for whatever reason, CAG India would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of CAG India under the agreement in the matter, the proceeds of the PBG shall be payable to CAG India as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the agreement. CAG India shall notify the bidder in writing of the exercise of

its right to receive such compensation within 7 (Seven) days, indicating the contractual obligation(s) for which the bidder is in default.

2.15.4. Conflict of Interest

Bidder shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with CAG India. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP. Please use form given in Form-PQ11 for making declaration to this effect.

2.15.5. Amendment of the RFP

At any time prior to the deadline for submission of the proposals, CAG India, for any reason, may modify the RFP by amendment and it shall publish it in the same manner as mentioned in the Bid control sheet. Such amendments shall be binding on the Bidders.

2.15.6. Legal Obligations of the bidder

The Bidding Process shall be governed by and construed in accordance with the laws of India and the Court at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

The actions stipulated in this RFP are without prejudice to any other legal action that may follow in accordance with the provisions of any other law in force relating to any civil or criminal proceedings by any competent court in India.

3. PROJECT TIMELINES, PAYMENT TERMS, SCHEDULES & MILESTONES

3.1 Project Timelines

The migration and O&M timelines are indicated in table below:

Project Implementation Timelines		
Sl	Description	Description
1	Project Mobilization, AS-IS Study, and Project Plan	T0+4 Week
2	Implementation in all the offices simultaneously	To be proposed by Bidders under the Proposal which would be a part of Technical Evaluation
3	Operations & Maintenance	O&M for 2 Years post Go-Live of all offices

#List of AG offices	
1	Odisha, Bhubaneshwar
2	Odisha - Puri (Branch Office)
3	Andhra Pradesh
4	Bihar
5	Kerala, Thiruvananthapuram
6	Kerala, Ernakulum (Branch Office)
7	Kerala, Thrissur (Branch Office)
8	Madhya Pradesh – Gwalior – I
9	Madhya Pradesh – Gwalior – II
10.	Madhya Pradesh – Bhopal (Branch Office)
11	Uttarakhand
12	West Bengal
13	Assam
14	Chhattisgarh
15	Haryana
16	Jharkhand
17	Karnataka
18	Punjab

19	Rajasthan
20	Tripura
21	Uttar Pradesh (A&E-I)
22	Uttar Pradesh (A&E-II)
23	Himachal Pradesh
24	Jammu & Kashmir, Srinagar
25	Jammu (Branch Office)
26	Manipur
27	Telangana
28	Maharashtra (A&E – I), Mumbai
29	Maharashtra (A&E-II), Nagpur
30	Meghalaya
31	Tamil Nadu
32	Gujarat – Rajkot
33	Gujarat – Ahmedabad
34	Mizoram
33	Nagaland
35	Arunachal Pradesh
36	Sikkim

3.2 Payment Terms

- a. The Invoice will be generated & submitted, after CAG India approval of every Milestone. If all things are verified within the norms, CAG India will endeavor to expedite the payment within 30 days after submission of Invoice.
- b. All payments agreed to be made by CAG India to the SI in accordance with the Bid shall be inclusive of all, statutory levies, duties, taxes, and other charges whenever levied/ applicable including costs of maintenance, if any and CAG India shall not be liable to pay any such levies/ other charges under or in relation to this Contract and/ or the Services.
- c. No invoice on account of change order will be submitted by the selected bidder unless the said extra work/ change order has been authorized/approved by CAG India in writing.
- d. The payment shall be made to the SI after deduction of all applicable penalties, taxes, etc.
- e. In case of any changes by Government in taxes, then actual taxes on the date of billing would prevail.
- f. All costs, damages or expenses, which CAG India, may have paid or incurred, for which under the provisions of the Contract, the SI is liable, and CAG India shall deduct the same from any dues to the SI. All payments to the SI shall be made after making necessary deductions as per terms of the Contract.
- g. For Products and/ or Services supplied from outside INDIA, the SI shall be entirely responsible for all taxes, custom/stamp duties, license fees, and other such levies, payable in INDIA.
- h. For Products and/ or Services supplied locally, the SI shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Products or Services to CAG India.
- i. For the cloud hosting charges operation & Maintenance Cost, SI shall quote an estimated monthly charge as per format in **Annexure III Form A3**. The payments from CAG India shall be made on actual basis as per the invoice of the Cloud Service Provider. No cost escalation will be accepted by CAG India in this regard during the duration of the contract. The bidder is expected to consider

industry best practices to optimize the hosting charges thus reducing CAG India total cost of ownership.

- j. The bidder is expected to account for all services/ hardware/ software/ hosting required to make the implementation successful as part of total contract value.
- k. CAG India reserves the right to increase or decrease the no. of resources / other items quantity at the time of Agreement or during the project.

3.3 Payment Schedule

This section captures payment schedule for different components of the Total Contract Value (TCV)/Total Bid Value (TBV).

The Total Contract Value is quoted by the bidder in (Form CP2 Financial Proposal Form) as part of Financial Bid.

SI	Description	Cost Item
Migration and Upgrade (A1)		(90% of A1)
1	Project Team Mobilization, AS-IS Study, and Project Plan	15
3	Cloud Env. Creation for Test, Dev & UAT training	20
4	Data Migration and Upgradation on latest Technology for both database and application and To Setup of Infra (DC & DR) on cloud	20
4	UAT of Upgraded and Migrated System**	20
5	Go-Live**	25
	<i>**For UAT and Go-Live, the payment will be based on the office-wise completion, determined pro-rata cost for these two items.</i>	
Oracle Subscription based Platform Cost (A2)		(100% of A2)
6	Based on usage (Quarterly - Payable on actual consumption)	Quarterly Hosting Infrastructure Cost (QHIC)
Operations and Maintenance (A3)		(90% of A3)
7	Support & Maintenance (Quarterly – Based on SLA performance) and included Includes implementation and maintenance of Ticketing/ SLA tools.	Quarterly Annual Payment (QAP)
Exit Management Phase		
8	Exit Management	10% of A1 cost + 10% of A3 cost
Change requests (A4)		(100% of A4)
9	Cost of 100-person month efforts for application customization (change request). This request will be based on actual change request efforts and to be paid on quarterly basis	Based on actual cost of change request(s)
Extendable O&M (A5)		--
10	Extendable O&M for Two Additional Years: Year-wise cost breakdown for price discover purpose.	--

*(A4 and A5, S. No. 9 & 10 are only for price discovery and not for financial evaluation)

Note - Payment for Managed Services:

1. Request for payment will be made at the end of the quarter after satisfactory delivery of the services.
2. Total Quarterly payment will be linked to the compliance with the SLA metrics and the actual payment due to the SI after any SLA related deductions.
3. On phased go-live of VLC application, pro-rata quarterly payment will be derived from O&M cost submitted by the bidder and will be subject to SLA factoring.
4. Additional Services: CAG will have the option to avail the additional services of SI for carrying out any extension or changes in services, as part of the project.

4. CONTRACT PERIOD

Tenure of Contract: The tenure of the contract shall be for a period of two years. The contract can be further extended for another 2 years (on a year-on-year basis) with mutual consent between bidder and CAG.

5. PRE-BID QUERIES SUBMISSION TEMPLATE

5.1 Form PBQ: Pre-Bid Queries Template

Particulars	Details
Name Of Organization submitting request	
Address:	
Telephone:	
Email:	
Contact details of at least 3 key officials of bidder (Name, Designation, Email ID, Mobile Number)	

S. No.	RFP Document Reference			Point No.	Content of RFP requiring clarification(s)	Points of clarification
	Volume No.	Page No.	Section No.			

Note:

- The name of the organization and the date should appear in the header of each page.
- The above queries should be sent in Word or Excel format only to the email address mentioned in the tender notification table.

6. ANNEXURE I: PRE-QUALIFICATION BID TEMPLATES

6.1 PQ1: Format for Cover Letter for Earnest Money Deposit

[To be submitted by the lead bidder on its letterhead]

[Cover Letter 1A]

To,
Director, Information Systems
Comptroller and Auditor General of India

1. In consideration of _____ (hereinafter called “CAG India”) represented by _____, on the first part and M/s _____ of _____ (hereinafter referred to as “bidder”) on the Second part, having agreed to accept the Earnest Money Deposit of Rs. _____ (Rupees _____) in the form of Bank Guarantee for the Request for Proposal for procurement of _____ we _____ (Name of the Bank), (hereinafter referred to as the —Bank), do hereby undertake to pay CAG India forthwith on demand without any demur and without seeking any reasons whatsoever, an amount not exceeding _____ (Rupees _____) and the guarantee will remain valid up to a period of 225 days from the last date of the bid submission. It will, however, be open to CAG India to return the Guarantee earlier than this period to the System Integrator in case the System Integrator does not qualify to standards defined in different stages of the Bid mentioned in RFP as per the recommendation of the bid evaluation Committee (BEC) as constituted by CAG India.
2. In the event of the bidder withdrawing the tender before the completion of the stages prior to the Price negotiations or during the Price negotiations, as the case may be, the Guarantee deposited by the bidder stands forfeited to CAG India. We also undertake not to revoke this guarantee during this period except with the previous consent of CAG India in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the said tender and we shall be deemed to have agreed to any such variation.
3. No interest shall be payable by CAG India to the bidder on the guarantee for the period of its currency.

For and on behalf of (Bidder)

Signature:

(Authorized Signatory) Name of
the person:

Designation:

Company seal:

For the Bank of _____

(Agent/Manger)

6.2 PQ2: Format for Power of Attorney to Authorized Signatory

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of INR 500/- and notarized. The stamp paper to be in the name of the company which is issuing the power of attorney.]

We, M/s. _____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to the RFP for the Project <<Assignment Name>>, including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into CAG India and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this the _____ day of _____ 2024

(Signature and Name of authorized signatory) _____

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company) Seal of firm Company

Witness 1:

Witness 2:

Note: The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

6.3 PQ3: Pre-Qualification Bid Covering Letter

[Cover Letter 1B]

[To be submitted by the lead bidder on its letterhead]

Date: DD/MM/YYYY

To,

Director, Information Systems

Comptroller and Auditor General of India

Ref: Tender No. <<....>> dated <<>>

Subject: Submission of the Pre-Qualification Bid for the referenced tender.

Dear Sir,

With reference to your Request for Proposal for <<Assignment Name>>, we hereby submit our PreQualification Bid for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the CAG India can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of SI for providing services.
- b. We have submitted EMD of INR XXXX Lakhs via <<Mode of Payment (DD/ BG)>>.
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 days from the date of opening of prequalification bid prescribed by Authority and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f. In the event of acceptance of our bid, we do hereby undertake:
 - To supply the products and commence services as stipulated in the RFP document
 - To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
 - We affirm that the prices quoted are inclusive of design, development, upgrade, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.
- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h. We understand that the Authority may cancel the bidding process at any time and that Authority is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact _____ having email id _____ and contact number _____.

Thanking you,

Yours sincerely,

(Signature of the Sole or Lead bidder)

Printed Name

Designation

Seal Date:

Place:

Business Address:

FORWARDING LETTER

From

(Full Name & Communication Address, Email, Mob. No., Website of the Bidder)

6.4 PQ4: Compliance to Pre-Qualification Criteria

The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal.

S. No.	Eligibility Criteria	Documentary proof to be submitted	Provided	Reference & Page Number
1	Tender Fee	No Tender Fees required	NA	NA
2	EMD	EMD Amount of Rs. 10,00,000 is to be deposited by Demand Draft or through Bank Guarantee in the name of —Comptroller and Auditor General of India. Scanned copy of DD or Bank Guarantee (to be submitted along with bid) Before opening the bid, original copy of DD/ BG has to be submitted at the office of Comptroller and Auditor General of India.		
3	Power of Attorney (PoA)	a. Board Resolution, Power of Attorney to Authorize Signatory (Format Specified in Annexure-I) b. Scanned copies of document to be submitted online on e-Procurement Portal		
		c. Original document (to be submitted physically to communication address mentioned in Bid Control Sheet on or before the last date and time		

S. No.	Eligibility Criteria	Documentary proof to be submitted	Provided	Reference & Page Number
4	Legal Entity	a. Certificate of Incorporation of the Company/LLP b. Copy of PAN / TAN c. Copy of Registration Certificates with the GST Authority d. Copy of Income Tax and GST returns for last financial year (FY 2023-24 & FY 2022-23) to be submitted in the format provided under Form – PQ 5)		
5	Declaration for not being blacklisted (as on Date of submission of bid)	Self-Declaration by bidder on its letterhead as per Annexure I <i>(To be submitted in the format provided under Form – PQ 8)</i>		
6	Insolvency / Bankruptcy	Self-Declaration by bidder on its letterhead that company has not been declared insolvent/ bankrupt or should not have filed for insolvency/ bankruptcy or in the process of being declared bankrupt before any designated authority.		
7	Average Annual turnover of SI from Cloud Services or Data Center Establishment Services or IT Services	Stamped Certificate from the Statutory Auditor/CA on turnover details from Cloud Services or Data Centre Establishment services or IT Services Work for the last three (3) financial years for which audited Financial statements are available. <i>(To be submitted in the format provided under Form – PQ 6)</i>		

S. No.	Eligibility Criteria	Documentary proof to be submitted	Provided	Reference & Page Number
8	Annual Turnover	CA Certificate and certified copy of turnover to be submitted.		
9	Positive Net worth	Certificate from the Statutory Auditor/CA on net worth in the last three (3) financial years for which audited financial statements are available. <i>(To be submitted in the format provided under Form – PQ 6)</i>		
10	Experience with Government/PSU	Work Order/ Completion certificate		
11	MeitY empanelment for Cloud services	Valid certificate from MeitY.		
12	MAF from CSP	Undertaking from CSP. MAF from CSP for Cloud Services and MAF for Oracle database Licenses.		

S. No.	Eligibility Criteria	Documentary proof to be submitted	Provided	Reference & Page Number
13	Certifications	Copy of valid certifications in the name of the CSP (valid on the date of bid submission)		
14	Accreditations	Third Party Audited/Applicable reports to be submitted.		
15	Unit Price Listing	Public URL and CSP Self Confirmation on CSP letterhead from authorized signatory		
16	Technical Capability- Experience in Cloud/Data Center Infrastructure	Work Order/ Contract/Self Declaration clearly highlighting the scope of work and value of the contract/ order		
17	Relevant resources onboard	Certificate by Human Resources Department of the bidder on bidder's letterhead.		

6.5 PQ5: Details of Bidder Organization

<<To be printed on Bidder Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,

Director, Information Systems

Comptroller and Auditor General of India

Subject: Bidder Organization Details**Ref:** Tender No. <<....>> **dated** <<>>

Dear Sir,

Please find below details of Bidder for participation in tender floated for selection of SI for hosting, commissioning, data migration and O&M of VLC application on cloud environment

Bidder Information Sheet

#	Particulars	Bidder
1.	Name and address of the bidding Company	
2.	Incorporation status of the firm (Pvt. Ltd./Public Limited/LLP)	
3.	Year of Establishment	
4.	Country of Registered Office	
5.	Address of Registered Office	
6.	Company Registration Details	
7.	Date of Registration	
8.	Details of any Certifications (ISO etc.)	
9.	GST Number	
10.	PAN/Equivalent	
11.	TAN/Equivalent	
12.	Authorized Signatory Name	
13.	Authorized Signatory Designation	
14.	Authorized Signatory Contact Details Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone & Fax:

E-mail Address:

6.6 PQ6: Annual Turnover and Net Worth

<< To be printed on Statutory Auditor/ CA's Letterhead with stamped and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,

Director, Information Systems
Comptroller and Auditor General of India

Subject: Request for Proposal for <<Assignment Name>>

Ref: Tender No. <<.....>> dated <<>>

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for <<Assignment Name>>. I hereby declare that below are the details regarding Turnover and Net-worth for our organization for last 3 financial years:

Financial Year	Overall Turnover	Turnover as per <<pre-qualification criteria>>		Net-Worth	
		SI	CSP/OEM	SI	CSP/OEM
F.Y. 1 (in INR Crore) 2021-22					
F.Y. 2 (in INR Crore) 2022-23					
F.Y. 3 (in INR Crore) 2023-24					
Average					

Note: Latest three FY for which audited FY statements are available. In case of more than one parties (as in consortium of SI, CSP, OEM), turnover and net worth details of each party should be provided separately.

Contact details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Mobile		
Email		

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name : Designation

:

Address : Telephone

& Fax :

Email Address :

6.7 PQ7: Format for Bidder’s Experience

Sl no	Name of the Client Served	Nature of the Work/Services Provided	Contract Period		Value of the Contract	Financial year of execution of work	Value of the Work executed against Col no.
			From	To			

For Example

Sl no	Name of the Client Served	Nature of the Work/Services Provided	Contract Period		Value of the Contract	Financial year of execution of work	Value of the Work executed against Col no.
			From	To			
1	XYZ	Cloud Services	01.10.2018	30.09.2021	300 lacs	2018-19	50 lacs
						2019-20	100 lacs
						2020-21	100 lacs
						2021-22	50 lacs

Note: All requisite documents as specified in Bidder qualification in support of experience shall be submitted.

Authorized Signatory with Seal

6.8 PQ8: Undertaking of not being Blacklisted

<<To be printed on Bidder Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,

Director, Information Systems

Comptroller and Auditor General of India

Subject: Declaration for not being debarred/ black-listed by Central/ any State Government department/ Public Sector Undertakings in India as on the date of submission of the bid

Ref: Tender No. <<....>> dated <<>>

Dear Sir,

I/We, the undersigned, herewith declare that in the last three years, my company (<-- name of the firm - >) has not been debarred/ black-listed by Central Government Department, any State Government department, or Public Sector Undertakings of Central Government or State Government in India as on the date of submission of the bid.

For and on behalf of

Signature:

(Authorized Signatory) Name of
the person:

Designation:

Company seal:

6.9 PQ9: No Deviation Certificate

<<To be printed on Lead Bidder Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,

Director, Information Systems

Comptroller and Auditor General of India

Ref: Tender No. <<....>> **dated** <<>>

Subject: Certificate of No Deviation

This is to certify that our offer is exactly in consonance with your RFP no. _____ dated _____ and subsequent amendments / corrigendum's etc. This is to expressly certify that our offer contains no deviation on Technical (including but not limited to Scope of Work, Technical Requirements Specification, Operational and Infrastructure requirements of VLC as laid out in the RFP, Legal or Financial aspects in either direct or indirect form.

Yours sincerely,

<Date>

<on behalf of Bidder Name>

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Bidder:

6.10 PQ10: Total Responsibility

<<To be printed on Sole or Lead Bidder Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,

Director, Information Systems

Comptroller and Auditor General of India

Ref: Tender No. <<....>> **dated** <<>>

Subject: Certificate of Total Responsibility

This is to certify that we [insert name of Sole or Lead Bidder company name] undertake the total responsibility for the defect free operation of the proposed solution as per the requirement of the RFP for the duration mentioned of the RFP.

Yours sincerely,

<Date>

<on behalf of Bidder Name>

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Bidder:

6.11 PQ11: Undertaking for No Conflict of Interest

<<To be printed on Sole or Lead Bidder Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,

Director, Information Systems

Comptroller and Auditor General of India

Ref: Tender No. <<....>> **dated** <<>>

Subject: Certificate for undertaking for No Conflict of Interest

We hereby confirm that our company <insert name of sole or lead company name> is not involved in any conflict-of-interest situation with one or more parties in this bidding process, including but not limited to

—

- Receive or have received any direct or indirect subsidy from any of them; or
- Have common controlling shareholders; or
- Have the same legal representative for purposes of this Bid; or
- Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or
- Influence the decisions of CAG India regarding this bidding process; or
- Participation in more than one bid in this bidding process. Participation in more than one Bid will result in the disqualification of all Bids. However, this does not limit the inclusion of the same product (Financially available hardware, software or network product manufactured or produced by the firm), as well as purely incidental services such as installation, configuration, routine training and ongoing maintenance/support, in more than one bid; or
- Participation as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
- Association as Consultant / Advisor / Third party independent evaluating agency with any of the agencies taking part in the bid process.

Yours sincerely,

(Authorized Signatory)

(Name, Designation, Address, Contact Details, Seal, Date)

7. ANNEXURE II: TECHNICAL BID TEMPLATES

Bidder needs to submit the technical bid in the forms presented below.

7.1 TQ1: Technical Bid Covering Letter

[Cover Letter 3]

[To be submitted by the lead bidder on its letterhead]

Date: DD/MM/YYYY

To,
Director, Information Systems
Comptroller and Auditor General of India

Kind Attn.: Director, CAG India

Subject: Submission of the Technical bid for selection of SI/CSP for hosting, commissioning, database migration & upgrade, and O&M of VLC application on cloud environment

Dear Sir,

We, the undersigned, offer to provide services for hosting, commissioning, and data migration the application with reference to your request for proposal bearing <insert Tender number> dated <insert date>. We are hereby submitting our Technical bid.

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

We agree to abide by all the terms and conditions of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

We understand you are not bound to accept any proposal you receive.

Yours sincerely,

(Authorized Signatory)

(Name, Designation, Address, Contact Details, Seal, Date)

7.2 TQ2: Compliance Sheet for Technical Proposal

Following are the compliance and reference documents for Submission of the Technical bid for Selection of System Integrator to Upgrade, Migrate, Operate and Maintain VLC project against tender no <tender no.> dated <date>

(The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal)

No.	Evaluation Criteria	Document Proof	Provided	Reference & Page Number
Relevant experience of the Bidder				
A1	Bidder should have more than 100 technical employees on payroll at the time of bidding, performing software design / development/ upgrade /testing related activities.	As per details mentioned in Section 2.14.5	Yes/No	
A2	Bidder should have experience working with Government client/PSU in India for any System Integration project where they have done following. Project value should be minimum INR 25 Crore.		Yes/No	
A3	Bidder should have experience working with Government client/PSU with similar nature of project where they should have done: Upgradation/Implementation and data migration of Oracle database Upgradation/Implementation of Oracle Forms & Reports/Weblogic			
A4	Bidder should have minimum CMMI level 3 certification.		Yes/No	
Technical Solution and Approach & Methodology				

No.	Evaluation Criteria	Document Proof	Provided	Reference & Page Number
A	Technical Proposal	As per details mentioned in Section 2.14.5	Yes/No	
Proposed Resources				
A	Profiles of a. Senior Oracle Cloud Infrastructure (OCI) and Oracle Database Solution Architect b. Project Manager	As per details mentioned in Section 2.14.5 & 7.5	Yes/No	
B	Sample profiles with experience in similar project	As per details mentioned in Section 7.5		
Technical Presentation				
A	Presentation and interaction with officials of Bid Evaluation Committee formed by CAG India	As per details mentioned in Section 2.14.5	Yes/No	

Note: The bidder should refer to the RFP requirements, Bid Opening and Proposal Evaluation, and prescribed formats (Annexure-II), and should ensure that the proposal is complete in all respects.]

7.3 TQ3: Unpriced Bill of Material (BOM) for the Solution

7.3.1 Capex

7.3.1.1 Additional Software License

SI #	Component	Description	Quantity	Unit of Measure	Data sheet Reference

7.3.2 Opex

7.3.2.1 Hosting Infrastructure

SI #	Component	Description	Quantity	Unit of Measure	Data sheet Reference

7.4 TQ4: Manufacturer's Authorization Form (MAF)/ CSP Authorization Form.

[2 separate forms has to be provided by the SI each for the Database Licenses & Cloud Services proposed in the name of below mentioned details as per standard format from OEM]

Date: To,
Director, Information Systems
Comptroller and Auditor General of India

NOTE:

- The letter should be submitted on the letter head of the CSP and should be signed by the authorized signatory.

7.5 Technical Profile Template

Personal Details

S. No.	Particulars	Details
1	Name	
2	Date of birth	
3	Gender	
4	Nationality	
5	Contact Details	

Educational Qualification

S. No.	Degree/Certification	Institution	Year

Employment Record

S. No.	Organization	Position Held	Location	From	To

Professional Summary

Languages

Language	Speaking	Reading	Writing
English			

Trainings & Certifications

•

Details of key assignments/projects undertaken

S. No.	Key Assignments/Projects Undertaken
1	<p>Project Title/Name: Year: Location: Organization: Client: Position Held: Project Background:</p> <p>Key Activities Performed: •</p>
2	<p>Project Title/Name: Year: Location: Organization: Client: Position Held: Project Background:</p> <p>Key Activities Performed: •</p>

8. ANNEXURE III: FINANCIAL BID TEMPLATES

[Cover Letter 4]

8.1 CP1: Financial Bid Covering Letter

[To be submitted by the lead bidder on its letterhead]

Date: DD/MM/YYYY

To,

Director, Information Systems

Comptroller and Auditor General of India

Subject: Submission of the Financial bid for selection of SI/CSP for hosting, commissioning, data migration and O&M of VLC application on cloud environment

Dear Sir,

We, the undersigned, offer to provide services for hosting, commissioning, data migration and O&M of VLC application on cloud environment project with reference to your Request for Proposal bearing < Tender number> dated < date> and our technical proposal. Our Financial Bid is provided in the form below. The amount is inclusive of all duties, taxes and levies including GST.

PRICE AND VALIDITY

- The price quoted in our bid is in accordance with the terms as specified in the RFP documents. The price and other terms & conditions of this Bid are valid as per the bid validity specified in the final RFP document,
- We hereby confirm that our prices include all taxes and cess (if any) including income tax and professional tax including GST,
- We understand that the actual payment would be made as per the prevailing GST rates during the time of payment.

UNIT RATES

- We have indicated in the relevant forms the unit rates

BID PRICING

- We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in RFP documents.

BID PRICE

- We declare that our bid prices are for the entire scope of the work as specified in the Requirements specified in the bid documents.

QUALIFYING DATA

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

- **PERFORMANCE BANK GUARANTEE**

- We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in this RFP document (Refer Bid fact Sheet).
- Our Financial Bid shall be binding upon us subject up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive. We agree to abide by all the terms and conditions of this RFP document. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Yours sincerely,

(Authorized Signatory)

(Name, Designation, Address, Contact Details, Seal, Date) Form-CP2: Financial Proposal Forms

8.2 CP2: Financial Proposal Forms

8.2.1 Summary of Costs

S. No.	Cost Item	Amount (INR) (Inclusive of all taxes)
A1	Migration & Upgradation of VLC Application Fixed Cost including Service and any other cost for given Scope of Work execution.	
A2	Oracle Subscription based Platform Cost Oracle DB Enterprise Edition, WebLogic Suite (Forms & Reports), VMs and Security Services cost for complete project duration. Based on usage / minimum infrastructure provision (<i>Payable on actual consumption</i>)	
A3	Operations & Maintenance (as in Form A3) O&M phase will be applicable for 2 years + 2 years extendible on a year-on-year basis). Tool implementation & maintenance cost: Ticketing & SLA tool cost	
A4	Cost of 100 person months efforts for application customization (change request). This cost will be based on actual Change Request efforts and to be paid on quarterly basis.	
A5	Extendable O&M for Two Additional Years: Year-wise cost breakdown for price discover purpose.	

** Total Contract Value (value of the contract to be signed between SI and CAG) shall not include A4 and A5. This is for price discovery.*

Note:

- i. All quoted prices should be inclusive of all taxes and duties prevailing on the date of proposal submission.
- ii. Prices are valid for a period of 365 Days from date of submission of Bid.
- iii. The bidder is expected to account for all services/ hosting/commissioning/data migration/support required to make the implementation successful as part of total contract value.
- iv. CAG India reserve the right to increase or decrease the no. of resources / other items quantity at the time of Agreement or during the project.

- v. Price Bid evaluation shall be done on the basis of Total Bid Value (TBV) captured in the above table vi. **All forms/ sub forms from 8.2.1 to 8.2.9 are required to be signed, sealed and uploaded as part of financial submission.** In case there is a difference between online portal submission vs scan copy the scan copy shall take precedence for form 8.2.1.
- vii. In case other forms uploaded are not consistent with summary specified in 8.2.1, bid evaluation shall be done as per form 8.2.1. While making payments lower of the two values shall be referred.

8.2.2 Form A1: Upgradation & Migration of VLC Application

Service	Lumpsum Price (a)	Taxes (b)	Total Price (Including Taxes)
Upgrade & Migration Cost			
Any Other component, that bidder would like to quote as essential component for project delivery			
Total Cost			

Form A2: Oracle Subscription based Platform Cost

Service	Lumpsum Price (a)	Taxes (b)	Total Price (Including Taxes)
Data Center (Prod and Test Environment)			
Disaster Recovery Setup			
Any Other component, that bidder would like to quote as essential component for project delivery			
Total Cost			

8.2.4 Form A3: Rate Card for cloud service during Steady State (Operations Acceptance & Support)

Cloud Service	Metric	Unit Price (a)	Taxes (b)	Price with Tax (c = a + b)	Indicative Quantity (d)	Total Price (Including Taxes) (e= c x d)
Cloud managed Oracle Database Enterprise Edition Managed Service (License included) - Subscription Platform as a Service	Core/Hour					
Cloud managed Oracle WebLogic Suite Managed Service (License included) - Subscription Platform as a Service	Core/Hour					
Virtual Machine with Enterprise Supported Linux	Core/Hour					
Cloud Native Attached Storage for Database and VM	GB/Month					
Cloud Native Object Storage – 100 TB (extendible based on consumption)	GB/Month					
Cloud native security services including Network Firewall, WAF, DDoS etc.	Instance/Month					
Any SaaS components on OCI such as Oracle Analytics Cloud	User/ Month					
Any Other component, that bidder would like to quote as essential component for project delivery	Instance/Month					
Total Cost for 1-month (in words) [Σe] = f						

Note:

- a. *The above mentioned minimum quantity is the requirement during peak hours of CAG office which is 9am to 7pm. During mentioned peak hours the minimum quantity mentioned above should be maintained.*
- b. *For non-business hours the system should be available for transaction but bidder may use cloud scaling feature to optimize cost*
- c. *All machines or database should be enabled on x86 compatible machines where 1 physical core should be equivalent to 2vCPU.*
- d. *The rate quoted above shall be utilized for any applicable deductions due to non-availability of the resources too.*

8.2.5 Form A4: Rate Card for Tools during Steady State (Operations Acceptance & Support)

Cloud Service	Metric	Unit Price (a)	Taxes (b)	Price with Tax (c = a + b)	Indicative Quantity (d)	Total Price (Including Taxes) (e= c x d)
Ticketing/ SLA tool	User/ Month					

8.2.6 Form A5.1: Change Request Cost

S. No.	Item	Blended Per Person Month Cost in INR (Exclusive of taxes) (a)	Taxes (b)	Max. Number of person-months (c)	Per Person Month Cost in INR (inclusive of taxes) $d = (a+b)*c$
1.	Change Request Cost (All aspects related to application design, development, upgrade, implementation, integration, customization, deployment of change, training etc.)			100	

Note:

- The services provided towards change requests will be quoted as a blended per-person-month rate by the bidder.
- The blended per person month cost shall be used to arrive at the cost of implementation of any Change Request after go-live of the application. Relevant section of the bid may be referred for the detailed process of Change Request including process for effort estimate.

8.2.7 Form A5.2: Person-Month charges for resources required for delivering application Change Request

S. No.	Position	Per Person Month Cost in INR (b)	Applicable Taxes (c)	Per Person Month Cost in INR (inclusive of taxes) (d = b + c)
1.	Project Manager			
2.	Business Analysts			
3.	Application Development Leads (Oracle FMW)			
4.	OCI Consultant			
5.	Oracle DBA			
6.	OCI Network Consultant			
7.	OCI Security Consultant			
8.	Lead Trainer			
9.	Others (if any)			

Note: This is for discovery of man-month charges for the proposed manpower & shall be utilized for any applicable deductions due to non-availability of the resources onsite.

8.2.8 Form A7: Person-Month charges for resources required to be deployed on project

S. No.	Position	Number of Resources (a)	Per Person Month Cost in INR (b)	Applicable Taxes (c)	Per Person Month Cost in INR with Tax (d = b + c)	Efforts (in Person Months) e	Total Cost [f=e*d]
1.	Project Manager						
2.	Oracle Database Administrator						
3.	OCI Cloud Engineer						
4.	Oracle Forms & Reports Developers						
5.	OCI Network Consultant						
6.	OCI Security Consultant						
7.	Helpdesk Resources						
8.	Others, if any						
Total cost monthly [Σf]							
Total cost for 24 months [Σf]							

Note: The rate quoted above shall be utilized for any applicable deductions due to non-availability of the resources. 36 months include implementation followed by hyper care and O&M of VLC application in OCI.

----- End of Document-----

RFP FOR ENGAGEMENT OF SERVICE INTEGRATOR FOR ORACLE DB AND FORMS & REPORTS UPGRADATION & MIGRATION ON SUBSCRIPTION BASED PLATFORM FOR VLC APPLICATION



समस्त वित्त और वित्त के लिए
सर्वोच्च न्यायालय
भारत के प्रमुख वित्त और वित्त

VOLUME 2 **(SCOPE OF WORK)**

Comptroller and Auditor General of India,
Pocket-9, Deen Dayal Upadhyaya Marg,
New Delhi-110124

Issued On- 14.02.2025

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1. INTRODUCTION

1.1 Background

CAG India mandated by the Constitution of India, promotes accountability, transparency and good governance through high quality auditing and accounting and provide independent and timely assurance to the Legislature, the Public and the Executive.

One of the many functions that CAG India is responsible as part of the above mandate is production of Monthly Civil Accounts, Finance Accounts, Appropriation Accounts, and various other internal reports in an efficient manner. Timely and accurate information gathering and reporting the same to various levels to assist the concerned authorities, including State Governments, in effective decision making. CAG India is also responsible for effectively monitoring of expenditure incurred by various State Government departments against the budget. To cater for the above its essential that Voucher processing needs to be effectively and efficiently done.

Several State governments have implemented Integrated Financial Management Systems (IFMS), which, amongst other functionalities, enables all treasury operations using an IT system. While almost the state governments now have data on receipts and expenditure in IFMS, which is made available to AGOs in electronic format (e.g., CSV files), a few state governments have also implemented/are in the process of implementing submission of vouchers, challan and other documents in electronic format. The data so received from state governments and other entities such as RBI, State Establishments, PFMS, other AGOs et. al. is consumed by VLC system towards accounting and reporting purposes.

1.2 Project Objectives

The support for the existing VLC server is scheduled to cease by the end of March 2025. Also, the existing Oracle version (11g) dates back to 2007 and the technical upgrade of the VLC system was completed in 2012-13. This requires a relook at the VLC system for technical upgrade in terms of:

- (i) replacement of the servers with new storage facility for data and additional storage capacity for acceptance, validate, process and storage of e-doucments. (e.g., e-vouchers/challans/sanctions/sub-vouchers etc.,)
- (ii) upgrade of the Oracle database from 11g to its latest version
- (iii) state of the art infrastructure management in a secured manner.

In the backdrop of the above, CAG plans to undertake technical upgradation of the VLC system comprising of the following:

- i. Upgrade of the existing VLC servers to cloud based compute infrastructure.
- ii. Migration of the existing VLC platform oracle 11g to the latest version for all the AGOs and migration of data from the existing storage to the new storage media.
- iii. Provision for separate storage media for the purpose of accepting, processing, validation, and storage of e-vouchers/e-documents/e-records.

While there exists a need for functional upgradation of VLC system to be able to establish electronic interface with different systems of State Government such as IFMS/HRMS/WAMIS¹, RBI's e-Kuber, Government of India's PFMS system etc., the current technical upgrade planned by the office of C & AG does not include functional upgrade of the VLC system, i.e., it is not intended to affect the VLC functionality (data processing, batch processing, forms and views, etc.) unless warranted on a limited scale by data migration requirements.

This document is to be referred as Volume 2

¹ IFMS – Integrated Financial Management System; HRMS – Human Resource Management System; WAMIS – Works & Accounts Management Information System

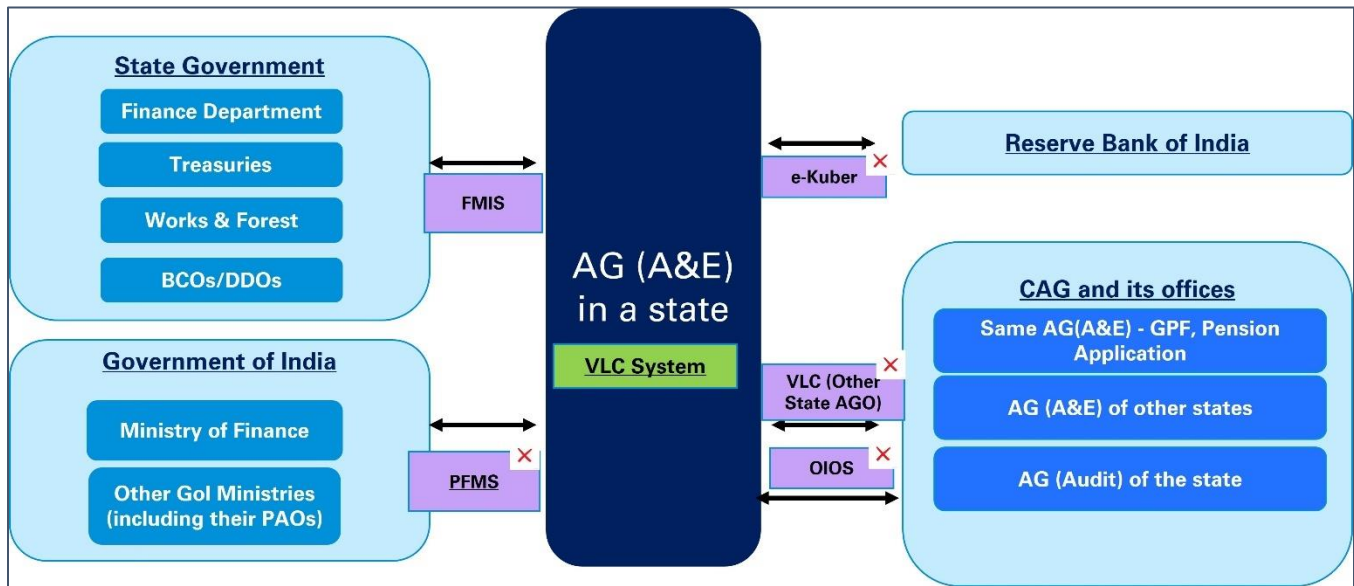
2. VLC ARCHITECTURE

2.1 Functional Architecture

VLC Application was initially rolled out across India approximately more than 2 decades ago. The application was subsequently enhanced and upgraded to enhance functionality as well as the technology and hardware. The current application runs at individual Account and Entitlement (A&E) Offices as a standalone system with Individual Field Offices (also called Account General Office – AGO). These applications were similar in original design but with various office level enhancements and changes can now be treated as unique state level applications.

2.1.1 Key interfaces of VLC application

The VLC system compiles account data from data inputs from State Government, Government of India, Reserve Bank of India and other AG offices or C&AG. Following diagram depicts the current interfaces of VLC application who publish data to VLC system –



While there exists IT mechanism to consume data from State Government, for rest of the data received from other interfaces, there is no integration in place. Such data is majorly manually fed in VLC system and there is automation to push files downloaded in excel/ Text format from external systems into VLC system.

The key functions in VLC application that are utilized in most states are:

1. Master Management
2. Budget and Appropriation Management
3. Departmental Compilation
4. Forest Accounts
5. Public Works Accounts
6. GPF
7. Accounts Current
8. Deposit
9. Central Loan

10. Central Grants in Aid
11. GST (Goods and Service Tax) Accounting
12. Long term Advances
13. Others

2.1.2 Functional flow for account compilation

The business processes catered in VLC will have office level uniqueness but in general the following processes are covered in VLC application. Individual offices may have additional flows or sub-flows too.

- The initial accounts of receipts and payments on behalf of the State Governments are maintained in the State Treasuries who render them monthly to the Accountant General (A&E) concerned.
- Central Treasury Section will check the contents of account received from the treasury with the printed covering list accompanying them and put its dated initials. If any documents are wanting it should be called for at once.
- The first list of payments comprises payments made at the Treasury from the 1st to 10th of a month, should be received in the office from the 12th to 15th of the month.
- The 2nd List of payments (comprising transactions from 11th to 30th) of the month along with cash account due are received from the 5th to 8th of the following month along with connected vouchers.
- Each entry in the Cash Account and the Lists of Payments with the schedules supporting it is checked and the word "Agreed" with dated initials in the beginning and end of the Cash Accounts, Lists of Payments and Schedules against each entry is added.
- In case there is a discrepancy it should be pointed out to the Treasury Officer and get reconciled without delay.
- As and when the Treasury Accounts are received in Book Section Vouchers/Schedules of one Major Head of one Treasury each month, as selected by the Branch Officer are counted in the presence of the representative of the Treasury and details recorded in a register.
- Necessary certificate of check exercised is issued under the signatures of the Branch Officer to the Treasury Officer concerned immediately.
- If defects, e.g., missing vouchers, wanting schedules in respect of deductions to be accounted for by Account Compiling Sections of this office, etc. are noticed during the counting, the Distt. Treasury Officer as well as Director of Accounts and Treasuries are addressed for taking remedial measures so that the defects do not recur in future.
- In the case of defects in the accounts or bulk of the vouchers/schedules found missing the accounts are not acknowledged unless omissions are corrected/documents supplied
- Departmental Consolidated Abstracts, which are intended to show the Progressive figures, month by month under the major, minor, and detailed heads of receipts and service payments appearing in the Departmental Classified Abstracts are prepared.
- The monthly totals under the various heads of account as per Departmental Classified Abstracts are posted in the relevant columns of the Consolidated Abstract and progressive total struck.
- From the Consolidated Abstract of Debt Deposit and Remittance Heads and the Departmental Consolidated Abstracts, the Abstract of Major Head Totals is prepared showing the receipts and disbursements by major heads during and to the end of the month.

- For the consolidation of accounts, the Detail Book, relating to Debt, Deposit and Remittance heads, abstracts of major heads are posted from the accounts and abstracts, etc., noted below: -
 - Monthly Cash Accounts and the Lists of Payments received from District Treasuries.
 - Departmental Classified and Consolidated Abstracts of Receipts and Payments received from various Compilation Sections and Consolidated Abstracts of Debt, Deposit and Remittance Transactions prepared in the Book Section
 - Settlement Account Classified received from the Account Current Sections.
 - Public Works Classified abstracts prepared from the Public Works/PH Divisional Accounts by the Works Sections.
 - Classified Abstract of Forest transactions from the Forest Compilation sections.
 - Combined Transfer Ledger and Abstract relating to Debt, Deposit and Remittance heads prepared in the Book Section
- As soon as the accounts of a month are closed, the State Government is forwarded a monthly account of its transactions.
- The due date of submission of Civil Accounts at present is 25th of the following month. Many offices are not closing MCA by 10th of the following month.

2.1.3 Working of sections in VLC system

The work at AG Office location is organized among several sections who use VLC system. At some locations, state has complemented VLC system by implementing another application where VLC users can validate data/ document before consuming the same in VLC system. The exact count of activities may vary from location to location and may depend on the extent of e-Voucher/ validation implementation by respective state. Their indicative interactions with VLC system is captured as under:

2.1.3.1 Central Treasury Section

- Receive LOP, SOP, Cash a/c, Voucher, Challan in Physical copy from Treasury. In states, where e-Voucher system is implemented, these documents are received electronically.
- 1st List for data from 1st to 10th of month is received within the month.
- 2nd List for data from 11th to 30th of month is received next by 2nd week of the following month.
- Segregation by major head; voucher is sent to concerned section.
- **LOP & Cash account is posted in VLC as control figures.**

2.1.3.2 Treasury Compilation

- **Validation between physical voucher & VLC data.** In states, where e-Voucher system is implemented, this validation is done with data in VLC system and documents (e-Vouchers) usually on State Data Center (SDC) facility or on a NAS in AGO facility. Some states are complementing VLC by having validation function in another application implemented by state at SDC (for e.g., Inter Mediate (IM) application in Rajasthan, Tamil Nadu, and Assam).
- If validation error, put in suspense.

2.1.3.3 Works Section

- Physical/ Electronic compiled accounts received from several divisions.
- 1st list for each account of a division is received on 10th of month.
- **Receipt & Expenditure received from division accounts are posted in VLC.**

- Reconciliation of DMS (Date wise Monthly Statement from RBI) & VDMS (from Treasury/ Division); any discrepancy is resolved by Books section in discussion with banks.

2.1.3.4 Forest Section

- Physical/ Electronic compiled accounts received from several divisions in a list.
- One list for each account of a division on 12th of month.
- **Receipt & Expenditure received from division accounts are manually posted in VLC.**
- Reconciliation of DMS (Date wise Monthly Statement from RBI) & VDMS (from Treasury/ Division); any discrepancy is resolved by Books section in discussion with banks.

2.1.3.5 Account Current (AC) section

Receipt, check and validation of all inward and outward settlements.

Inter-state Pension from AG Chhattisgarh

- Validation of voucher sent by CT section and physical/ electronic voucher from treasury for each state AG (~40). The data in VLC is pre-populated for this validation electronically.
- **Manual postings in VLC.** Subsequently, Book section issue advice to RBI.

Inter-state Pension from other AG offices.

- Physical account received from other AG office.
- **Posted through forms in VLC.**

Inter-ministerial in-ward & outward claim

- Physical documents received for validation.
- **Posted through forms in VLC**
- Intimated to Banks, TC; Banks report to treasury; Treasury sends physical voucher to CT.
- **TC posts in VLC.**
- **RBI Clearance memo (PDF) posting in VLC on daily basis.**

2.1.3.6 Book Section

- **Once compilation by sections is completed, Oracle procs are run in VLC to publish Monthly Civil Account (in PDF)**
- Book section checks for abnormalities in reporting, communicates it to State Govt, intimates C&AG and publishes on AG website.
- **GPF TE (Transfer Entry) and JE (Journal Entry) is posted.**
- **MKI (Monthly Key Indicator) is created using VLC data** and published on website.

2.1.3.7 Reports Section

- **Statements 1 to 22 are prepared in VLC. (Refer Annexure -4)**
- **A4 module in VLC** for publishing reports.

2.1.3.8 Appropriation Accounts Section

Appropriation Accounts are classified statements of grants and expenditure for the year and exhibits the excess or savings over the total grants or Appropriation. The Appropriation Accounts Section is responsible for the preparation of the Monthly and Annual Appropriation Accounts of

the State Government, and for getting signed by the Comptroller and Auditor General before it is laid in the State Legislature.

- After receipt of Original and supplementary demand for grants from the State Government it is posted in the VLC module. Monthly Appropriation Accounts showing the monthly and progressive expenditure against the budget allotment with Excess and Savings is sent to Finance Department after close of the month.
- Monthly Expenditure Report is sent to the Finance Department within seven days after the close of monthly Accounts. Warning slips are issued when expenditure has been incurred without any appropriation or in excess of appropriation. Copies of the Warning slips are sent to the State Govt. and to the concerned Controlling officers every month.
- Annual Detailed Appropriation Account after the close of final account in the month of June, Detailed Appropriation Account and Summary of Account is generated. Detailed Appropriation Account is provided to CASS-I, Appropriation Report Section (O/o the Accountant General (Audit) and to I.T.A. Section. Copy of the Detailed Appropriation Account is sent to the State Finance Department and to the concerned Controlling Officers for giving reasons for any excess or savings.
- Five printed (bound) copies of Annual Appropriation Accounts are submitted to the Headquarters office for signature of the Comptroller and Auditor General of India so as these could be available for presentation to the Legislature.

2.2 AS-IS Technology Architecture

The VLC system compiles account data with data inputs from State Government, Government of India, Reserve Bank of India and other AG offices or C&AG.

2.2.1 Sourcing E-Accounts Data in VLC application

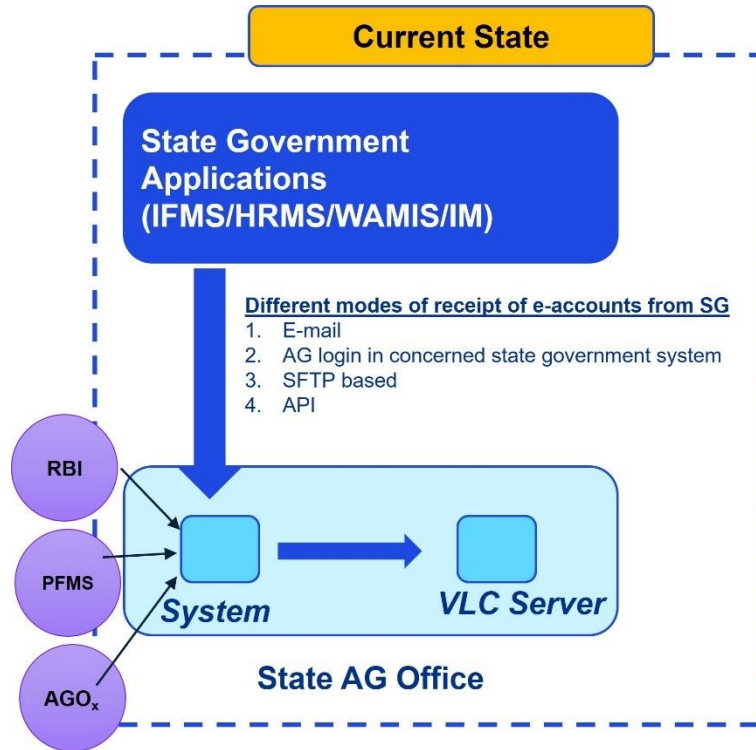
As mentioned earlier, VLC receives data from state at AG Offices electronically except Arunachal Pradesh. Any of the following combinations may exist when pulling state data for consumption in VLC system:

1. Database dump is emailed as DMP file to designated email ids.
2. Data is pulled from SDC's FTP server as TXT/ XML file.
3. Data is pulled from Intermediate (IM) application in SDC server as TXT/ XML file.
4. Data is extracted from IFMS/ IM systems in SDC and Ftp'd to AGO facility.
5. State provisioned utility in AGO facility allows importing data in flat files within a local machine.
6. A utility fetches data using API from IM application in SDC in JSON format.
7. Data is physically brought as DMP file in a pen drive in AGO facility.

Apart from this, some data is received from other interfaces such as:

1. Downloaded from external systems (PFMS etc.)
2. Data received over email (VDMS data from RBI) in TXT/ CSV or PDF or Excel format.
3. Physical documents received from external units (establishments, other AGOs, Pension related details, Claims etc.). Such data enters VLC system through Oracle forms.

Below diagram captures current interfaces for sourcing data –



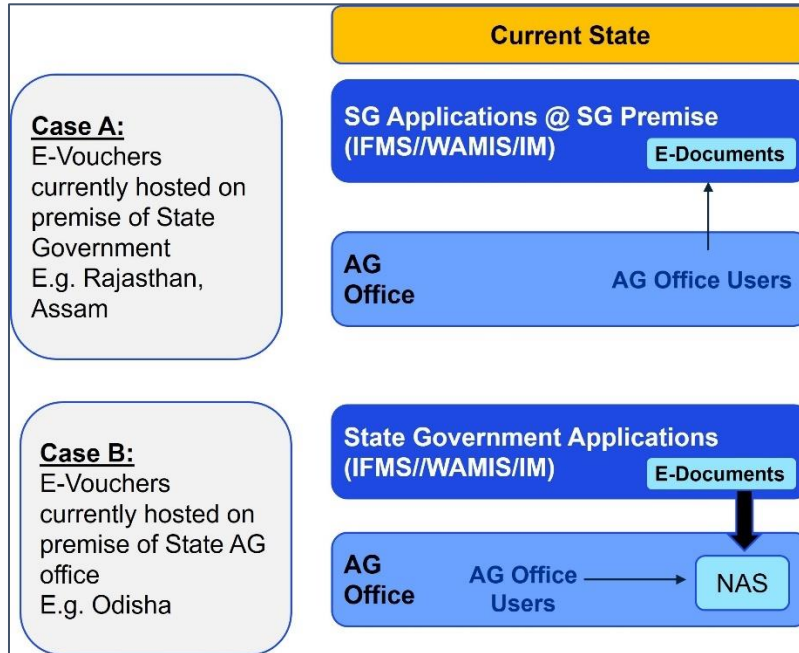
2.2.2 Sourcing E-Documents

E-Documents (also called e-Vouchers/e-challan/e-sanctions etc.) are at different stages of implementation in different states. In some states, all treasuries are integrated with states' finance management system (IFMS/ CFMS) and in some few treasuries are integrated. The transaction documents from integrated treasuries are captured as digitally signed e-Documents and may be stored either as PDF or TXT (Base-64 encoded format) format. Wherever, e-Document is not implemented, those AGOs continue to validate e-Accounts data with physical vouchers received from state (finance department).

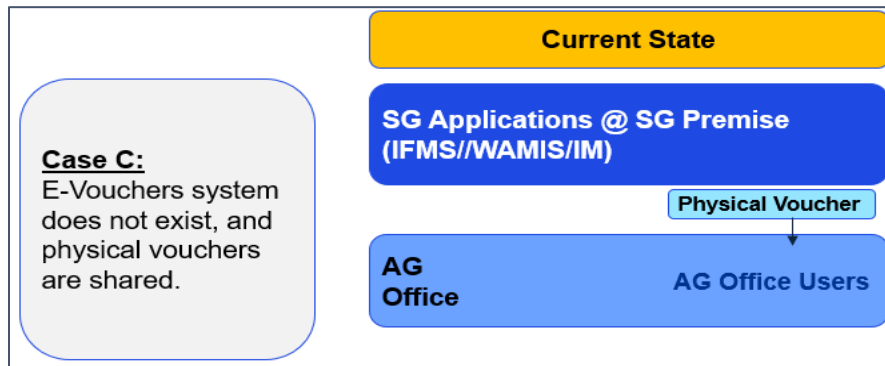
E-Documents allow AGO users to validate e-Accounts data received from states. Wherever, e-Document is implemented, documents are accessed electronically by AGO users for validation and physical validation is mostly replaced. There is variation in accessing e-documents from AGO as described below:

1. Documents are Ftp'd in AGO facility and hosted on Network Attached Storage (NAS). Such documents are available over LAN only for access.
2. AG Login is provided to AG users to access e-Documents in State Data Centre facility. At SDC, these documents are stored in a cloud/ physical storage. AG Offices can access their e-Documents via Document Management System (DMS) or in some cases custom application. State facilities may have their unique technology stack choice for implementing e-Vouchers.
3. Some states have Intermediate (IM) system implemented which allows for concurrent validation of data and documents in a single screen. The documents in IM system are fetched via API and recent documents reside in IM application database. Older e-Documents may reside in DMS facility at SDC and may be fetched via APIs.

Below diagram captures current interfaces for sourcing e-Document –



The above representation is for the cases where e-Vouchers system is implemented. States where e-Vouchers system is not implemented, send physical vouchers to AG offices for verification.

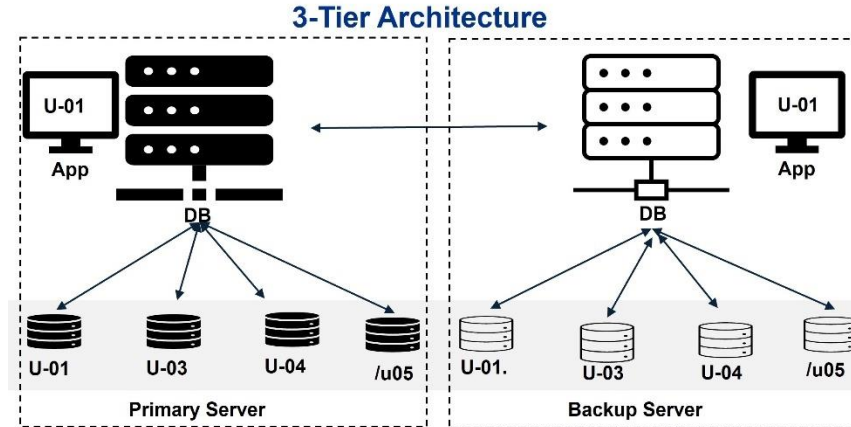


2.2.3 VLC Architecture at AG Office

At present CAG has provisioned 2 server(s) – one server is used as primary (production) server and the other one as secondary (backup) server. The primary server at each AGO location hosts both VLC application and VLC database. While the servers primarily host VLC application; in some locations they also host few other applications and databases. Each server has equivalent attached storage mountpoints to enable house DB files – Oradata, DB Binaries, Archive log, application middleware, temp files etc.

Some locations have data guard implemented to enable real time replication of data between databases on both servers.

Application backup is also maintained on secondary server. VLC machines are available over LAN only to AGO users in respective office.



The details on applications, database hosted on these machines and the users of VLC application may be referred at **Annexure – 2** and **Annexure – 3** respectively. There are possibilities that data of both VLC and other applications are hosted in same database. Such dependencies are captured in **Annexure - 3**

a. Technology Stack

The existing VLC application stack, which need upgradation, is presented as under:

SI	Server Details	Primary & Secondary Servers
1	Database	Oracle 11g
2	Oracle Fusion Middleware	11g
3	Oracle Forms and Reports	FMW 11g, Weblogic 10.3.4
4	Operating System	RHEL 6.x/ 5.x

The server specs available at AGOs may be referred at **Annexure – 1**.

b. Backup policy

There are little variations in backup implementation at different AGO locations. Irrespective of minor variations, backups are happening on daily, weekly, and monthly basis at all locations. In addition to taking backup in VLC secondary servers, AGO location also take cold backup at a near location in fireproof chests (external media) on weekly basis and send it to Telangana site on monthly basis.

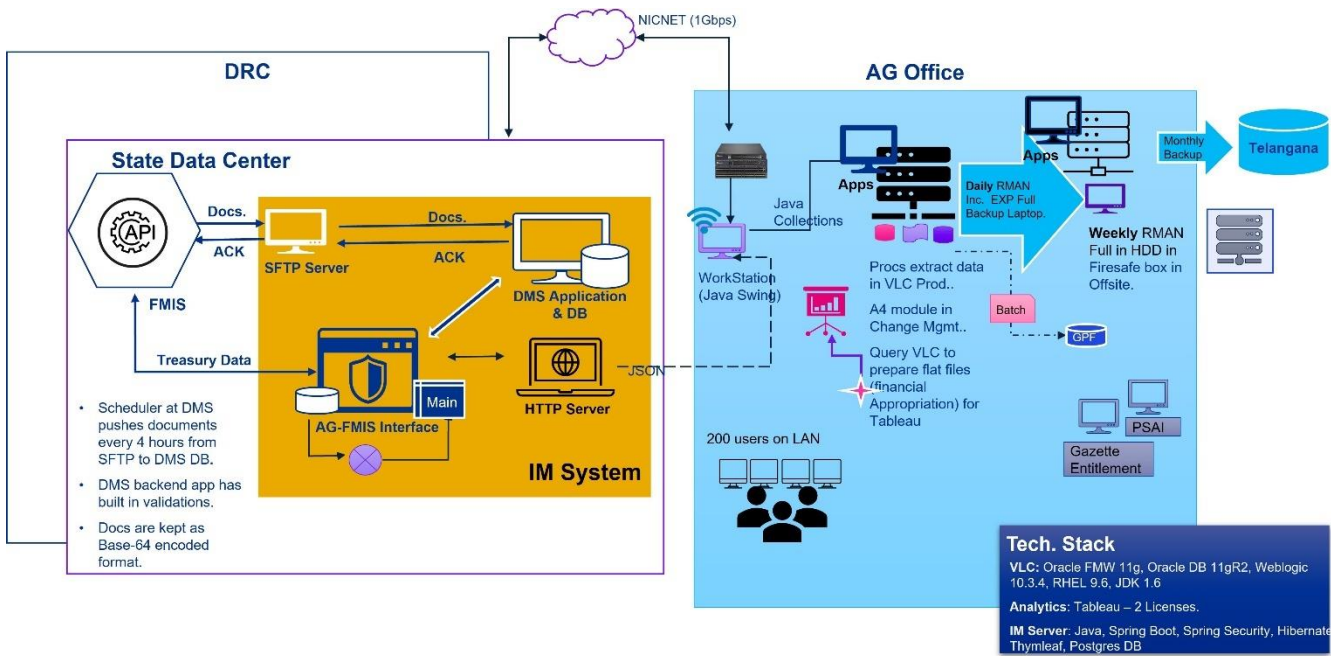
Back Up Frequency	Backup Location	Type
Daily	VLC Secondary Server	RMAN incremental

Daily	Client Machine	Full Export Dump
Weekly	HDD, Tapes kept in Fireproof chests at Near site location	RMAN Full/ Cold Backup
Monthly	Centralized backup site in Telangana	Cold backup

2.2.4 Deployment Architecture

2.2.4.1 States housing IM application

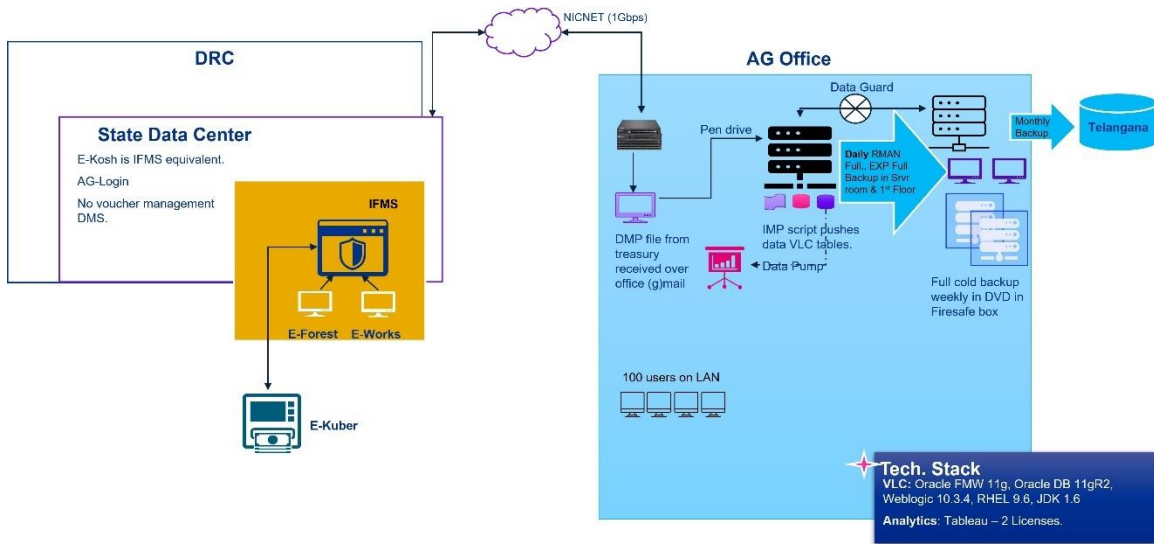
Following diagram represents implementation at an AGO location where state has implemented IM application. Analogous implementation with minor variations may be seen at other AGO locations where state has implemented IM system. However, the state’s implementation has no bearing on VLC system implementation at AG Office. The VLC system pulls e-Accounts data in various formats (as mentioned in section 2.2.1) and pushes it in VLC system.



A client workstation connected to internet pulls data from state’s IFMS/ IM system and puts it on primary server. A set of procedures extract this data in temporary tables which is subsequently extracted in VLC production tables by another set of procedures. Offices are provided login access to view e-Documents in DMS facility hosted in SDC.

2.2.4.2 AGOs sourcing data directly from IFMS application and no e-Documents implementation.

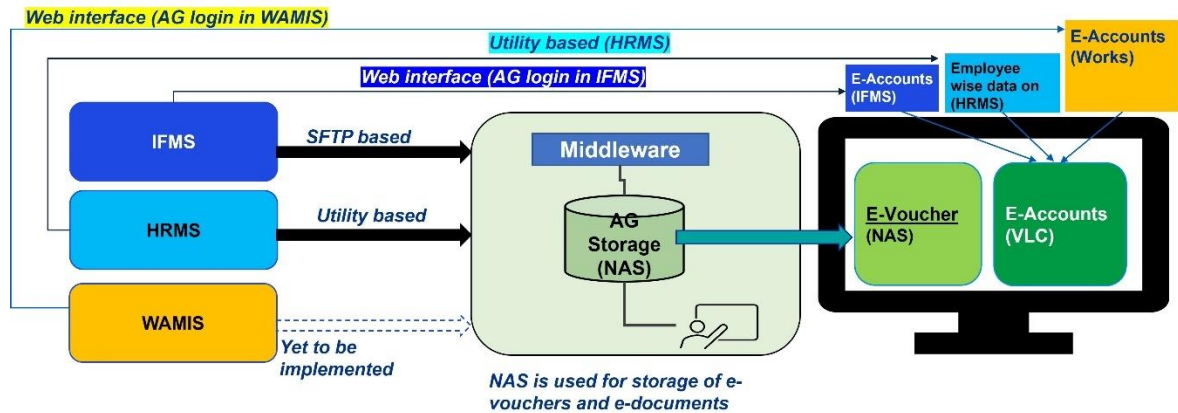
Wherever e-Documents are not implemented, or are partially implemented, AGOs receive physical vouchers for validation purposes. Client workstation receives e-Accounts data in email as DMP file or TXT/ XML file (FTPed from SFTP server at SDC) and carry it to VLC primary server (over FTP or Pen Drive) for extraction and push to VLC database.



2.2.4.3 AGOs hosting storage in their facility.

Some AGOs having state provisioned storage infrastructure (NAS – Network Attached Storage) host e-Documents within their own facility. E-Documents are received over FTP and pushed to NAS. The documents are available for access over LAN and user may use their machine or a separate screen for validating data & documents.

A representation of such system is presented as under:



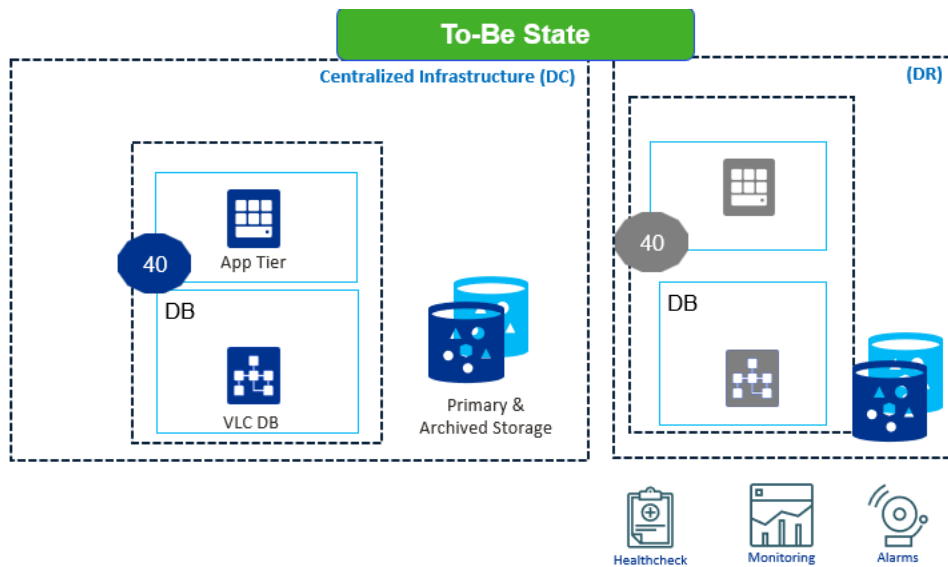
2.3 TO-BE Technology Architecture

2.3.1 TO-BE VLC Architecture in Oracle Cloud

To be requirements:

- Application RDMS
- Database storage
- E-document storage
- Interface facility

In current on-premises set-up, both application and databases are hosted on same server. In the TO-BE set-up, the infrastructure for VLC applications will be moved to OCI. The application and database will have separate cores provisioned in VCP to enable independent scaling possibilities.



Each AGO has a unique application. Thus for “n=40” AGO locations, compute will be provisioned for “n=40” applications. Access control should be ensured so that AGO users in one office do not access data or documents of another AGO office. Bidders will provision for keeping e-Documents in object storage wherein tentatively 2 years of e-Documents will be active storage and rest will be pushed to archive.

A disaster recovery center with minimum compute shall be provisioned for real/ (near real) time replication of data & documents.

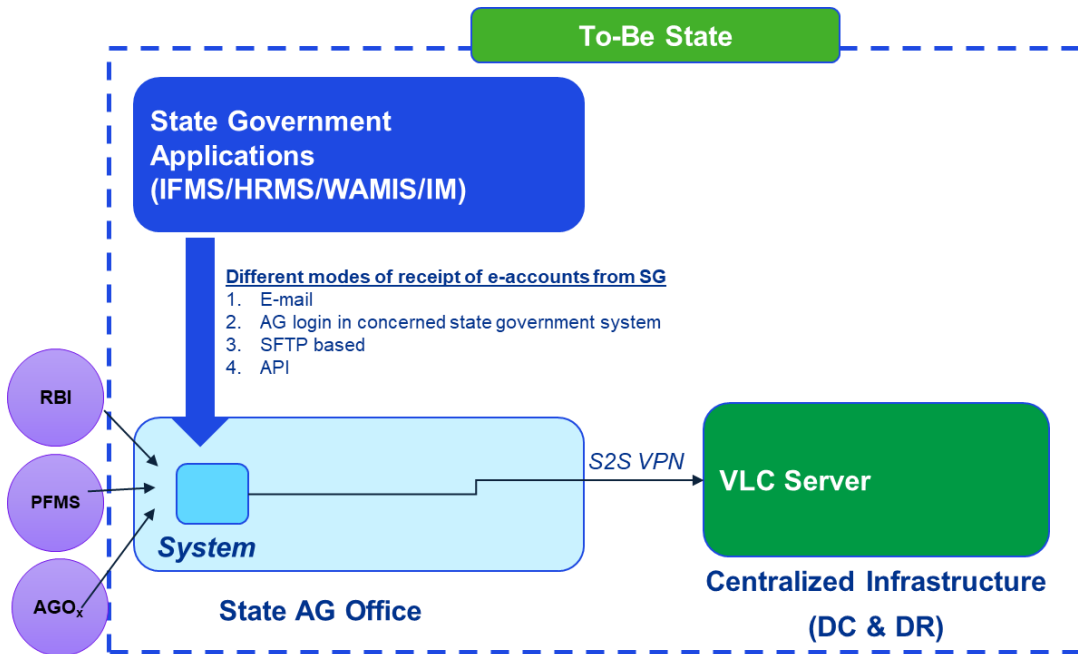
The bidder shall ensure cost and resource optimizations, and will configure all security, monitoring, application, database, and network infrastructure components submitted as part of BoQ.

2.3.2 Sourcing E-Accounts data in TO-BE VLC application.

There shall be no change in existing mechanism to fetch data. AGO users will still push e-Accounts data in VLC system for processing in same manner, however, it is required to identify storage requirements for receiving and pushing data and e-documents to OCI.

A system in VLC application receives data from state’s (finance management) application or other such external application in same manner, format and mode. This data will be pushed to VLC system in cloud in the existing manner, format and mode. Each AGO office will be connected to OCI via site-to-site VPN tunnel.

Bidder to ensure secure transfer of data from AGO to cloud.



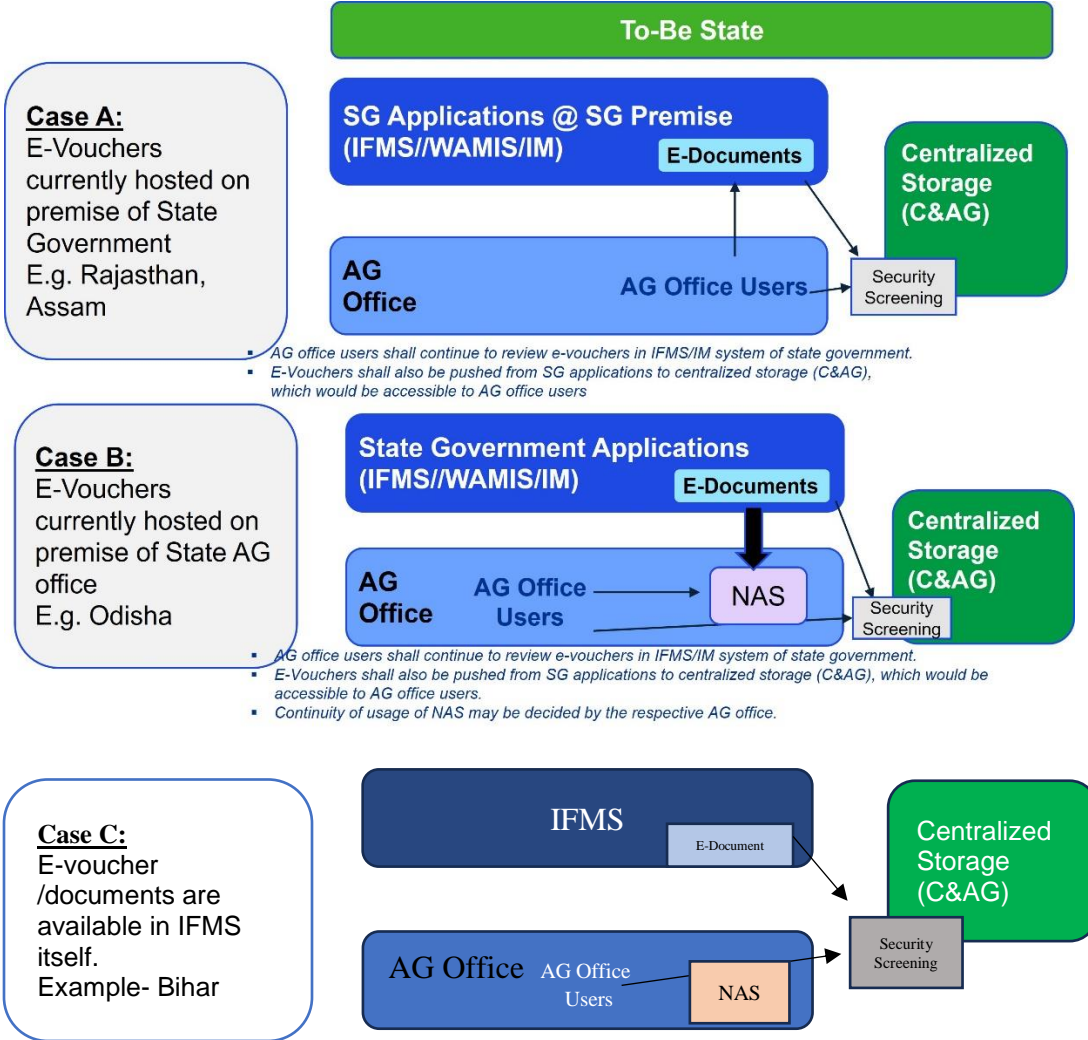
2.3.3 Sourcing E-Documents in TO-BE VLC application.

In TO-BE set-up e-Documents shall be hosted on cloud infrastructure (Object Storage) and will be access controlled through IAM and APEX set-up. E-Documents from state government’s application shall be published in OCI. AGO users would be able to access e-Documents for their respective office through APEX application for use and validation of data.

We have 2 scenarios for all locations where state has implemented e-Vouchers:

- a. Where e-Documents are available in state’s infrastructure at SDC.
- b. Where e-Documents are available at AGO premise on NAS.
- c. Where e-Documents are available in IFMS and AG can view and download.

In all 3 cases, e-documents received from states will be subject to security screening before publishing to Object Storage of OCI. S2S tunnels with adequate bandwidth will be provisioned from state data centers and AGO locations to Oracle Cloud.



3. SCOPE OF WORK

The selected bidder will be responsible to fulfil below mentioned scope of work. 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.

3.1 VLC Infrastructure Implementation in Cloud

3.1.1 Upgradation & Migration of VLC/ dependent applications

VLC application at all AGOs is implemented independently and are accessible over LAN, however each of these have similar platform and technology stack. All the VLC applications run Oracle Forms and Reports which are hosted over Oracle Fusion Middleware (FMW) 11g and have Oracle 11gR2 Enterprise edition database to host the application. As both 11g FMW and 11g database are no longer supported by Oracle, CAG is planning to upgrade its FMW and database version. Last Oracle upgrade (to 11gR2) was performed in 2011-2012, and server upgrade was happened in 2019-20. Also, the existing hardware (servers) is about to complete their life cycle in 2025, there is a need to upgrade the OS, Hardware and migrate to latest generation hardware with latest supported OS.

In this view, C&AG has analyzed the situation and decided to upgrade the technology stack without any functionality changes except when necessary for adapting to migration. The solution which has been decided contains below steps:

1. Migrating the existing DBs for all sites to Oracle database 19c hosted over Database cloud services (DBCS) on Oracle Cloud Infrastructure (OCI).
2. Migrating the Oracle forms and reports for all sites to OCI with WebLogic as a service with latest release supported with Oracle database 19c. Bidder need to ensure all forms and reports shall work as expected post migration to OCI. Bidder may refer the forms and reports counts for respective VLC application at AG office in **Annexure - 3**. Bidders should life and shift all forms and reports without any exceptions. This however should take into account any alignment/ compatibility with Oracle Database being upgraded to. Application level changes should be incorporated to make the application compatible with updated version of Oracle DB and FMW.
3. All applications will remain independent of each other and work as standalone application (for example- VLC, GPF, Pension etc.). However, it is expected to optimize the compute for these applications.
4. Bidder to submit the Bill of Quantity (BOQ) for migrating -the VLC applications at all sites in Oracle Cloud Infrastructure (OCI). Refer commercial proposal forms in RFP Vol. 1
5. For above said databases and applications, bidder to provision required Infrastructure (VMs, Containers, Compartments, Network, Database, Storage, Security etc) over OCI and required connectivity (preferable site-to-site VPN tunnels) to AG offices for accessing these applications.
6. Backend database access must be shared with respective AG offices. Bidder to ensure that one AG office can only have access to its respective database and cannot connect

- to database of any other AG office. However, bidders should ensure that authorised superusers have access to all the systems.
7. Bidder to ensure the security for cloud and connectivity to AG-offices.
 8. Bidder to provision OCI network firewall to ensure that cloud is completely secured and protected from external attacks and security threats.
 9. Disaster recovery sites creation for VLC applications along with required connectivity to AG-offices must be ensured.
 10. The proposed solution by bidder must be supported and certified by OEM.
 11. The bidder to ensure training to technical team of respective AG offices on connectivity to OCI and changes because of upgraded technology stack.
 12. Bidder is suggested to go for Phase-wise Go-Live for different AG offices and incorporate the learnings in subsequent phases. Tentative timelines are shared in section **3.1 of RFP Vol. 1**.
 13. Bidder to ensure that the operation and maintenance are taken care as per defined SLAs for the sites which have gone Live in different phases.
 14. The bidder to ensure performance and scalability of databases and applications as per the workload and to the satisfaction of AG offices.
 15. Secure access to VLC application in cloud for remote users shall be enabled through ZTNA (Zero Trust Network Access). The provisioning for same will be done by CAG.

Current and proposed version for OS and DB can be found in the table below. However, bidder can check the compatibility of FMW and Oracle database 19c versions and suggest alternate FMW version to run the forms and reports seamlessly over OCI post migration and upgrade.

Components	Current	Proposed Version
Operating System	Linux 5.x & 6.x	Linux 8/9 or latest
Database	Oracle Database 11g	Oracle Database 19c or latest
Form & Reports	Oracle Forms and Reports (running over FMW 11g)	Oracle WebLogic (as a service)– Forms & Reports 12c or later (certified by OEM)

Bidders must ensure availability of all functionalities on reaching stabilization phase.

3.1.2 Disaster Recovery Center Setup

The Bidder shall offer DR as a service for all resources offered on primary DC site as per the indicative scope mentioned below:

1. The bidder would be responsible for Disaster Recovery Services to ensure business continuity of operations in the event of failure of primary DC and meet the RPO and RTO requirements.
2. RPO should be equal to less than 15 minutes and RTO shall be equal to or less than 4 hours.
3. During the change from Primary DC to DR or vice-versa, there should not be any data loss.

4. There shall be asynchronous replication of data between Primary DC and DR to meet the RTO and the RPO requirements.
5. During normal operations, the Primary DC will serve the requests. The Disaster Recovery Site will not be performing any work but will remain on standby. During this period, the compute environment for the application in DR shall be available but with minimum possible compute resources required for a functional DR as per the solution offered.
6. In the event of a site failover or switchover, DR site will take over the active role, and all requests should be routed through DR site. The pre-requisite to route request to DR should be articulated properly and shared by service provider.
7. Whenever there is failover from primary DC to secondary (DR), compute environment for the application at DR site shall be equivalent to DC including all the security features and components of DC. Development/test/quality environment will not be required at DR site.
8. The installed application instance and the database shall be usable, and the same SLAs as DC shall be applicable.
9. The Bidder shall conduct DR drill every six months and run all the operations from DR site for a week wherein the Primary DC has to be converted to standby. However, during the change from DC to DR or vice-versa, there should not be any data loss.
10. Certificate for DR drill should be submitted to CAG India for compliance.
11. The disaster recovery plan needs to be provided by the service provider and it needs to be updated half-yearly.
12. On-site/ on premise backup before pushing to OCI.

3.1.3 E-Vouchers Storage and Apex Application Development for Retrieval of e-vouchers

Background:

This section outlines the requirements for securely storing and managing electronic documents (e-vouchers/Sanctions/Challans etc.) within Oracle Cloud Infrastructure (OCI). Currently, AG offices are integrated with state data centers in respective states. These data centers currently house e-documents in PDF or Base64 format.

- There are currently around 10 AG offices that use e-vouchers receipts for viewing/validation.
- The remaining states rely on physical vouchers for their operations and shall gradually move to e- Document system.
- The current total e-vouchers size from all locations is around 100 TB.

CAG requires a centralized and secure repository for storing these e-vouchers in OCI for the states that have already transitioned to digital e-vouchers. Additionally, we plan to migrate the remaining states to e-voucher system in the future. Bidder to implement a solution that incorporates both the existing and planned e-Voucher storage facility over OCI for the AG Offices. The solution should also encompass operation and management of this system including storage, retrieval, validation and processing.

Bidder Responsibilities:**1. OCI Object Storage Provisioning:**

- In those states, where e-Voucher is implemented, e-Document are available at SDC facility or respective AGOs. The e-Documents will be fetched from State Data Centre or AG Office and uploaded to OCI object storage.
- The bidder shall provision object storage within OCI to serve as a central repository for e-voucher documents.
- This storage solution shall be configured for both active and archive tiers.
- Active storage will retain data for the past two years
- Archive storage will house older data for long-term archival purposes as per policy.
- The bidder to provision the similar object storage at DR site as at DC site.

2. Secure e-Document Transfer and Storage:

- The bidder shall ensure security for all business data/ documents at rest and in motion.
- E-vouchers originating from state data center(s) will be routed to a DMZ (Demilitarized Zone) virtual machine (VM) within the OCI environment. The bidder to ensure the VM is secured from external security threats and patched regularly as and when patch updates are available.
- The DMZ VM shall be equipped with robust anti-virus and anti-malware software to thoroughly scan all incoming documents (e-vouchers) for potential threats before transmission in storage at OCI.
- The bidder shall ensure secure storage of e-vouchers within designated folders in the OCI object storage based on their origin (state datacentre).
- The bidder shall take into consideration the following and develop accordingly:
 - a. Primary Storage (Instant access)- 2 years
 - b. Secondary storage (Access on need basis)- 8 years

3. E-Voucher Retrieval API:

As needed, for transmitting e-Documents from remote (state data centre/ AG office) facility to OCI facility, the bidder shall develop a secure and scalable API to facilitate the fetching of e-voucher data from the respective remote location.

4. Accessing e-vouchers from AG Offices:

- The bidder to develop an APEX application for retrieval of e-vouchers in object storage for respective AG-offices. This application needs to have basic search features with list of values (LOVs) such as Financial Year, Months, Classification, type of Vouchers, Treasury/DDO department etc.,
- The bidder to provide APEX application logins to respective users in AG offices. The bidder to ensure that respective AG offices are able to access their e-vouchers which are stored in OCI object storage. AG office users must not be able to view the data for other AG-offices.

3.1.4 Cloud Guard Implementation

1. The bidder shall leverage Oracle Cloud Guard to continuously monitor and identify potential security risks within our OCI environment.
2. The bidder shall configure Cloud Guard to generate alerts for suspicious activities or misconfigurations that could compromise OCI resources.
3. The bidder shall investigate and remediate Cloud Guard alerts in a timely manner to maintain a secure cloud environment. The bidder shall provide periodic reports summarizing Cloud Guard findings and actions taken.
4. The bidder shall configure all OCI resources for active monitoring and alerting.

3.1.5 Considerations for Migration – Risks & Mitigation

- a. Migration of application to Cloud

SI	Potential Risks	Mitigation Measures
1	<p>Disruption of business operations during application migration: The migration of the Oracle forms and reports applications to Oracle Cloud Infrastructure may lead to disruptions in business operations if not carefully planned and executed, potentially impacting productivity and customer service.</p>	<p>Carefully planned migration strategy: To minimize disruptions to business operations, a carefully planned migration strategy will be implemented, including scheduling migration activities during off-peak hours, and deploying temporary measures to ensure continuous access to critical applications.</p>
2	<p>Compatibility issues with Oracle WebLogic service: The existing Oracle forms and reports applications may encounter compatibility issues & may require retro-fitment with the Oracle WebLogic service on Oracle Cloud Infrastructure, leading to operational challenges and delays in the migration process.</p>	<p>Compatibility testing and remediation: Comprehensive compatibility testing of the existing Oracle forms and reports applications with the Oracle WebLogic service on Oracle Cloud Infrastructure to be conducted, and any compatibility issues identified to be addressed to ensure smooth and uninterrupted operation post-migration.</p>

SI	Potential Risks	Mitigation Measures
3	<p>Potential performance bottlenecks in the cloud environment: The transition to a cloud-based environment may introduce performance bottlenecks that could impact the responsiveness and efficiency of the Oracle forms and reports applications, potentially affecting user experience and productivity.</p>	<p>Performance optimization: Performance optimization efforts will be undertaken to fine-tune the configuration of the Oracle forms and reports applications and the Oracle WebLogic service in the cloud environment, ensuring optimal performance and responsiveness for end users.</p>
4	<p>Security risks associated with office connectivity to the cloud: The setup for office connectivity (over internet) to the cloud introduces security risks, including unauthorized access, data breaches, and potential vulnerabilities that could compromise the security of the network and data transmission.</p>	<p>Secure site-to-site tunnel configuration: The configuration of the site-to-site tunnels will include robust security measures, such as strong encryption, secure authentication, and regular security audits, to mitigate the security risks associated with accessing applications from the cloud to on-premises offices, ensuring secure and reliable connectivity at all times.</p>

By addressing these specific risks and implementing the corresponding mitigations, a smooth and successful migration of the applications and databases to Oracle Cloud Infrastructure may be achieved wherein the impact on business operations is minimized.

b. Migration of database to Cloud and upgradation from 11g to 19c

SI	Potential Risks	Mitigation Measures
1	<p>Data loss or corruption during the migration process: There is a risk that critical data could be lost or corrupted during the migration of all AG-offices applications and databases to Oracle Cloud Infrastructure. Any data loss or</p>	<p>Thorough data validation and testing: To mitigate the risk of data loss or corruption, a comprehensive validation and testing plan will be implemented before and after the migration to ensure the integrity and accuracy of the data across all applications and databases.</p>

SI	Potential Risks	Mitigation Measures
	corruption could have serious implications for business continuity and operational efficiency.	
2	<p>Compatibility issues with Oracle database cloud service (DBCS): The existing Oracle 11g databases may encounter compatibility issues with the Oracle database cloud service (DBCS) platform, potentially leading to operational disruptions and delays in the migration process.</p>	<p>Compatibility testing and remediation: A thorough assessment of the compatibility between the existing Oracle 11g databases and the Oracle database cloud service (DBCS) to be conducted, and any identified issues to be proactively addressed to minimize downtime and ensure a seamless transition. It is recommended to adopt database import and export approach to minimize downtime and ensure a seamless transition.</p>
3	<p>Performance degradation during and after migration: The migration process itself, along with the transition to a cloud-based environment, may introduce performance degradation that could impact the responsiveness and efficiency of database operations post-migration.</p>	<p>Performance tuning: Performance tuning efforts may be undertaken to optimize the configuration and performance of the DBCS platform to minimize any potential performance degradation after migration and ensure that the databases continue to operate at an optimal level in the cloud environment.</p>
4	<p>Potential security vulnerabilities in the cloud environment: The shift to a cloud-based infrastructure introduces new security risks, including unauthorized access, data breaches, and other potential vulnerabilities that could compromise the confidentiality and integrity of the data.</p>	<p>Security measures: Robust security measures, including encryption, access controls, and regular security audits, needs to be implemented to safeguard the databases and associated data from potential security vulnerabilities in the cloud environment, ensuring the confidentiality and integrity of the data is maintained at all times.</p>

c. Migration of e-vouchers/e-documents to Cloud

SI	Potential Risks	Mitigation Measures
1	<p>Disruption of office and Data Centre connectivity: The migration to Oracle Cloud Infrastructure (OCI) Object Storage requires establishing secure connectivity from respective AG-Offices. Any risk of potential disruptions in network connectivity and access to critical data must be suitably addressed.</p>	<p>Smooth transition of connectivity: A carefully planned connectivity transition strategy will be implemented to minimize disruptions in network connectivity, including thorough testing of the connectivity setup prior to migration and proactive identification and resolution of potential connectivity issues.</p>
2	<p>Security vulnerabilities in the connectivity setup: The setup of connections between AG-Offices and OCI Object Storage may introduce security risks, including unauthorized access, data breaches, and potential vulnerabilities that could compromise the security of the network and data transmission.</p>	<p>Secure connectivity setup: The configuration of the connections to OCI Object Storage to include robust security measures, such as strong encryption, secure authentication, security scans of documents and regular security audits, to mitigate the security risks associated with the connectivity setup, ensuring secure and reliable data transmission.</p>

By addressing these potential risks and implementing the mitigation measures, a smooth and secure migration of documents to the central cloud location may be achieved. A secure and reliable connectivity from respective AG-Offices and from the state Data Centre to OCI Object Storage (in DC cloud location) will be required.

3.2 Operations & Maintenance (Post Go-Live)

3.2.1 Daily Monitoring and Alert Management:

1. The bidder shall implement daily health checks to proactively monitor the functionality of service/system.
2. The bidder shall identify and troubleshoot potential issues to prevent service disruptions.
3. The bidder shall establish and manage an alert system for Severity-1 or critical incidents demanding immediate attention and can share alerts on defined threshold values.
4. The bidder shall conduct Root Cause Analysis (RCA) for Severity-1/2 incidents to pinpoint underlying causes and prevent future occurrences.

3.2.2 Ticketing System Management and SLA Tool:

1. The bidder shall utilize a ticketing system to track and manage all service requests and reported issues.
2. The bidder shall ensure proactive monitoring of the ticketing backlog and guarantee timely resolution for all reported issues as per the defined SLAs.
3. The bidder to install, integrate, manage, and maintain the ticketing tool.
4. The bidder shall configure the defined SLAs related to incidents and service requests for measurement within service window (working hours of Office – 9:00 AM to 07:00 PM, Monday - Friday) within the ticketing tool.
5. Ticketing & SLA tool will be audited before O&M commencement.

3.2.3 Infrastructure Management:

1. The bidder shall maintain the health and security of all underlying infrastructure, including OCI (Oracle Cloud Infrastructure), Network (N/W), and security systems.
2. The bidder shall perform regular backups and ensure efficient restoration procedures in case of incidents.
3. The bidder shall conduct preventive maintenance activities for servers to optimize performance and minimize downtime.

3.2.4 Database & Application Management:

1. The bidder shall oversee the health and performance of databases, applications and OCI resources.
2. The bidder shall execute routine housekeeping and index rebuild tasks to ensure optimal database performance.
3. The bidder must check and resolve issues related to database and application performance tuning and optimization.

3.2.5 Backup Management

Bidder to ensure that there are application and database backups available as per the policy defined below:

SI	Backup Type	Frequency	Retention
1	DB incremental	Daily	15 days for all sites
2	DB Full Backup	Weekly	2 Backups for all sites
3	Application Backup	Weekly	2 Backups for all sites
4	Month end backup	Monthly	1 Year for all sites
5	Financial Year end backup	Yearly	11 Years for all sites

1. Database Backup Service should protect data by providing end-to-end security.
2. Wherever applicable data guard should be configured to ensure high availability of databases.
3. The bidder should provision OCI database backup service for fully automated data backups for Oracle databases. This service must exhibit backups without imposing

overhead on production databases, and facilitating rapid, predictable recovery to any designated point in time to access the resilience of zero data loss.

3.2.6 Security

Bidder shall be responsible for security of resources, network infrastructure along with implementation of security compliances including below:

1. The bidder shall configure and manage the Cloud service offerings for security management, monitoring of various devices/tools such as Oracle Cloud Infrastructure Network firewall, content filtering and blocking, virus protection, event logging & correlation and vulnerability protection through implementation of proper patches and rules.
2. Bidder should also provide Oracle database Data Safe service as a managed service to understand data sensitivity, evaluate data risks, mask sensitive data, implement and monitor security controls, assess user security, monitor user activity, and manage Oracle Database—all in a single, unified console to manage the day-to-day security and compliance requirements of Oracle Databases.
3. Bidder shall notify CAG India promptly in the event of security incidents or intrusions, or any request to access data, to enable CAG India to manage these events proactively.
4. The Bidder shall report forthwith in writing of information security breaches by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Project's Data, facilities, or Confidential Information.
5. The Bidder also undertakes to treat information passed on to them under this Agreement as classified. Such Information will not be communicated /published / advertised by the Bidder to any person/organization without the permission of the CAG.
6. Bidder should provide OCI native fully managed next generation firewall with IPS capability.
7. Bidder must adhere to and evolve Cloud Incident Response Plan and should have thoroughly tested a documented Data recovery plan.
8. Adequate isolation levels or separation of workload and data between cloud consumers using virtual cloud network (VCN) may be considered.
9. Any change management by SI that involves new form/report creation, service development, API development must be security tested. All critical, high, and medium severity vulnerabilities must be addressed before moving changes in production.
10. Log integration and metric collection to enable auditing, monitoring, and alerting to ensure investigation, action, and response in the event of security incident.
11. All database servers and storage should be deployed in secured zone.
12. As soon as the new server or VM is deployed, security scans must be enabled, and server should be added for continuous monitoring.
13. Periodic machine snapshots must be taken, and OS hardening performed for all machines running production workloads.
14. Ensure all machines have latest anti-virus and VAPT is performed on periodic basis as per the guidance of CAG.

15. Multi-factor Authentication must be enabled for all users accessing cloud resources for administrative purposes.
16. All risk management related to migration; migration plan shall be worked out with CAG India.

3.2.7 Data Analytics

Bidder shall provision adequate resources for helping AG Office users with their analytics and dashboarding requirement on Oracle Analytics Cloud (OAC) or APEX app.

- Bidder's will assist AGO users in creating new user accounts, assigning roles and permissions, and configuring access to data sources. The bidder should provide a self-service portal for users to request access to OAC and track the status of their requests.
- Handholding: The bidder must provide handholding services to users as requested by AGO/ CAG. This may include assisting with data modelling, report creation, dashboard design, and other analytics-related tasks.
- Training: The bidder must provide training to our users on how to use OAC/ App effectively. This should include both online/ in-person training sessions, as well as documentation and other resources. The bidder should also provide ongoing training and support to ensure that our users are able to take full advantage of OAC's capabilities.
- Integration: The bidder must ensure that OAC or APEX app is seamlessly integrated with databases and other data sources. The bidder should provide guidance and support to ensure that data is accurately and securely transferred between systems.

3.2.8 Documentation

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

3.2.9 Assessment of future needs

The bidder shall assess the future needs of OCI infrastructure for VLC applications in coordination with CAG India so that cloud resource can be put to optimal use and any new provisioning is justified in cost & purpose.

3.2.10 Reporting Requirements

- 1 **Regular Reporting:** The bidder shall be responsible to send daily health check reports and ad hoc reports as required by CAG India.
- 2 **Monthly Reporting**
The bidder shall provide monthly reports summarizing the IT Support activities performed during the reporting period. These reports shall include, but not limited to, the following:
 - Infrastructure Availability: Uptime percentages for critical infrastructure components (e.g., OCI, network, servers).
 - Number of Tickets Resolved: The number of tickets resolved within the target timeframe, categorized by severity level (Sev-1, Sev-2, Sev-3).

- Major Issues/Roadblocks: A description of any major IT issues encountered during the month, along with the corrective actions taken and the resolution status.
- Approval Required Items: A list of IT-related changes or improvements requiring approval to proceed.
- Optimization Suggestions: Infrastructure Utilization Report and recommendations for optimizing IT infrastructure or database performance.
- Preventive Maintenance Schedule: An overview of the preventive maintenance activities and plan for scheduled for the following month.
- Security Report: A summary of security incidents and the actions taken to mitigate risks.
- SLA Performance: A report detailing the bidder's performance against the agreed-upon Service Level Agreements (SLAs) for various IT services.
- Backup Report: A summary of successful completed and failed backups along with the reason for failures, if any.
- DR Sync Report: A summary of synchronization status of DR and the reasons for gaps, if any.
- Change Requests Summary: A summary of all change requests received from AG offices and their progress report.
- Database Housekeeping Report: A summary of major database housekeeping activities.

3 **Quarterly Report**

The bidder shall provide quarterly reports summarizing the IT activities performed during the reporting period. These reports shall include, but not limited to, the following:

- SLA Performance: A report detailing the bidder's performance against the agreed-upon Service Level Agreements (SLAs) for various IT services during the quarter.
- System Availability and Uptime: Report showing percentage of time that the systems were available and operational during the quarter.
- Incident and Problem Management: An overview of any incidents or problems that occurred during the quarter, how they were addressed, and the time taken to resolve them. It can also include root cause analysis and steps taken to prevent future occurrences.
- Ticket Fulfilment: This report details the number of service requests received and fulfilled during the quarter, along with their average fulfillment time.
- Change Management: This report outlines all the changes made to the systems during the quarter, including their impact and success rate.
- Security and Compliance: This report provides an overview of any security incidents, breaches, or compliance issues that occurred during the quarter. It can also include details of any security audits or assessments conducted.
- Cloud Usage and optimization: This report provides insights into how the cloud resources are being used, including any underutilized or overutilized resources. It can also include recommendations for optimization and cost benefits achieved due to optimizations.
- Disaster Recovery and Business Continuity: his report outlines any disaster recovery or business continuity events that occurred during the quarter, and how effectively they were handled.

- 4 **Cloud Consumption Dashboard:** The bidder will provide the dashboard for monitoring the cloud consumption. Bidder will also provide portal logins for billing, provisioning, usage etc. as per the requirement of the projects.
- 5 **Transition:** In case of change of CSP, the bidder will assist and support to ensure transfer of data from existing CSP to new CSP covering all required activities such as encryption of the data prior to transport and then decrypt it upon arrival.
- 6 **Compliance:** The environment of Cloud Platform shall comply with the respective empanelment compliance requirements published by Ministry of Electronics Information and Technology, Government of India.

4. MANPOWER DEPLOYMENT

The successful bidder needs to deploy onsite- at client location, well qualified and experienced resources having in-depth knowledge and experience of the position for which they are deployed. The resources shall have to carry out work to meet the desired objectives of implementing and running the VLC System.

The table given below provides the minimum qualification details of resources required at onsite and responsibilities of the required manpower. The successful bidder is expected to adhere with the requirements and deploy relevant resources for the project.

4.1 Manpower Qualification & Responsibilities

Bidder must deploy adequate number of qualified experts to ensure time bound project delivery. An indicative profile snapshot for key resources shared for project execution is presented as under:

S. No.	Position	Education and Experience Requirements	Responsibilities
1	Project Manager	B.E./ B.Tech./MCA	Minimum 15 years of overall experience with 10 years in IT system implementation project management including migration of database to cloud. Should have led at least two govt. projects to roll out of the IT system on a pan India basis.
2	Oracle Database Administrator	B.E./B. Tech./MCA Relevant certifications in Oracle database (Preferred to have)	Profiles with 10+ years of relevant experience in upgrade and cloud migration of Oracle databases with specific experience on working on large scale deployments.
3	OCI Cloud Engineer	B.E./B. Tech./MCA	Profile with 8+ years of relevant experience in designing and

S. No.	Position	Education and Experience Requirements	Responsibilities
		Relevant certifications in OCI with cloud networking expertise.	architecting Cloud Infra with specific experience in working on large scale deployments
4	Application Developers	B.E./B. Tech./MCA	5+ years of relevant experience in development and migration of IT applications with specific experience in working on large scale deployments. Should have experience in development/ customization in at least one Oracle Forms & Report application.
5	OCI Network Consultant	B.E./B. Tech./MCA Relevant certifications in OCI networking expertise.	Minimum relevant experience of 5 years in designing and implementation of OCI networking.
6	OCI Security Consultant	B.E./B. Tech./MCA Relevant certifications in OCI with cloud networking expertise.	Minimum relevant experience of 5 years in designing and implementation of OCI security.
7	Helpdesk Resources	Any graduate	Minimum Experience of 2 years in handling Helpdesk operations Experience in operating Knowledge and ticket Management System
8	OEM expert	----	Support and certification

4.2 Replacement of Personnel

- I. The Bidder should to the best of its efforts, avoid any change in the organization structure and proposed manpower proposed for execution of the scope of services or replacement of any manpower resource.
- II. If the same is however unavoidable, due to circumstances such as the resource leaving the SI 's organization, SI shall promptly inform the CAG India in writing, and the same shall require subsequent approval by the CAG India. SI should ensure that they adhere to the SLA for replacement of manpower as defined in this RFP.
- III. In case of replacement of any manpower resource, the SI should ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand-holding period and training for the incoming resource to maintain the continued level of service.

- IV. When personnel are to be replaced, which is ordinarily be limited to one key personnel, this is to be ensured that: a) Any replacement should be as well qualified or better qualified than the person being replaced to the satisfaction of the procuring entity; b) The remuneration should not be more than that was agreed upon for the person being replaced; c) The consultant/ service provider should bear all costs arising out of or incidental to the replacement (such as airfares for the substitute expert).

With respect to the Substitution of key personnel during execution of consultancy contract, the following conditions needs to be incorporated.

General Conditions for Substitution:

- Substitution of key personnel shall be permitted only in compelling or unavoidable circumstances.
- The substitute personnel must have equivalent or higher credentials than the originally proposed personnel.
- Such substitution shall ordinarily be limited to one key personnel, ensuring that equally or better-qualified and experienced personnel are engaged, to the satisfaction of the procuring entity.

Remuneration Reduction for Replacement of Key Personnel:

- For the first replacement Remuneration shall be reduced by 5% of the remuneration that would have been paid to the original personnel, from the date of replacement until the contract's completion.
- For the second replacement: The reduction in remuneration shall be 10% for the replaced personnel.
- For the third and final replacement: The reduction in remuneration shall be 15%, should such a replacement be required.

4.3 Removal of Personnel

- I. CAG India may at any time object to and request the SI to remove from the sites any of SI's authorized representatives including any employee of the SI deployed at site for professional incompetence or negligence or for being deployed for work for which he is not suited.
- II. CAG India representative shall state to the SI in writing its reasons for any request or requirement pursuant to this clause. The SI shall promptly replace any person removed, pursuant to this section, with a competent substitute, and at no extra cost to the CAG India.

4.4 Logistics requirements of the Personnel

The SI shall be responsible for the deployment, transportation, accommodation, and other requirements of resources deployed for the execution of the work and provision of services for all costs/charges in connection thereof.

5. IMPLEMENTATION APPROACH AND PLAN

5.1 Project Timelines and Phase-wise implementation

The implementation timelines and phase-wise migration approach may be referred in Section 3.1 of RFP Vol. 1. A detailed implementation approach and project plan shall be submitted by SI.

5.2 Data Migration

SI would be responsible for data migration of complete data from existing VLC application, database system used by AGO including migration of legacy data from current infrastructure to new infrastructure) as well as e-Document migration (work with State AG and SI of State Government systems to enable the same).

- a) SI shall develop the data migration document which shall mainly include data migration strategy and plan. The details of the table structure, database size etc. of the existing database will be provisioned to SI.
- b) The Developed data migration document shall be approved by CAG.
- c) SI must do proper risk identification and prepare mitigation plan for data migration.
- d) The tool / utility for performing data migration must be designed/procured by the SI after an adequate study of the data to be migrated.
- e) SI must identify data cleansing needs, clean up the source data in current system, format the unstructured data to make it suitable to use as required.
- f) SI shall develop the data conversion scripts to convert legacy system current data to the new format as required by business.
- g) SI shall run mock data migration tests to validate the conversion programs that have been written.
- h) SI shall validate the data before uploading the same to the production environment.
- i) SI shall carry out validation of the data migrated into the new system. Data quality in the target system is assessed and detailed metrics are prepared for the migrated data. Any exceptions, errors found are resolved and the migrated database is signed off.
- j) SI shall support in conducting the acceptance testing and verifying the completeness and accuracy of the data migrated from the legacy systems to the proposed solution.
- k) The SI shall migrate the data to the new system before the Go-live.

The deliverables for this activity are mentioned below:

- Inception Report
- Migration Plan and Protocols with timeline
- Actual Migration and Parallel run for 3 months.
- Data Migration Report
- Exception Report
- VAPT/WAPT testing and mitigating before Go-live
- UAT and redressal of gaps, if any, found during UAT.
- Go live of application and storage solution of new infrastructure.

- Post migration- operation and maintenance of application, storage, security and infrastructure including monthly report.
- Configuration of tools for SLA management (application, database, infrastructure) and ticketing solution (for O&M) and SLA management using tools.
- Monitoring and optimization of cloud resources (to be reviewed during monthly reports)
- Change request- Application level customization, automation, validation or report development (on need basis).

5.3 User Acceptance testing

UAT Committee will be constituted by CAG to perform successful UAT of the migrated system. CAG may form different UAT teams for different sites. SI in consultation with AGOs will need to prepare the UAT test cases. SI shall release the identified UAT pre-requisites and facilitate the UAT team to conduct this test. SI will close all observations, bugs etc. identified during the UAT. This process of UAT will continue in an iterative manner till zero defects and UAT go-head provided by UAT team. The SI also needs to ensure that errors/ defects detected in previous round of tests do not get repeated in successive tests.

UAT will have to be carried out in the exact same environment/architecture as the one set up for Production. The SI should fix bugs and issues raised during UAT and seek approval on the fixes from the UAT Committee. Changes in the application as an outcome of UAT shall not be considered as a Change Request. The SI will need to rectify the observations raised. The SI will submit a UAT report along with test cases, test results etc. at the end of the testing exercise and get a sign-off on the UAT report from the UAT Committee constituted.

6. CAG ROLES and RESPONSIBILITIES

During project duration the CAG shall have following roles and responsibilities:

- I. CAG will provide basic office amenities to the SI's personnel at its office locations for performing their part of the obligations as outlined in the terms of reference.
- II. All the facilities provided by CAG are promised to be available only for the time period as agreed upon by SI and CAG as the official work time and workdays.
- III. Beyond the time frame contractually agreed upon, SI will not be entitled to any of these facilities.
- IV. CAG will provide the following infrastructure and no other facilities beyond this scope mentioned.
 - a) Office space for onsite manpower including Seating Facility that includes desks and chairs for this number of staff.
 - b) LAN connectivity, Network printing facility, Electrical Connectivity.
- V. Coordination between all the divisions/departments for providing necessary information for the study and development/customization of the necessary solution.
- VI. Provide necessary support to SI for conducting workshops for the Stakeholder departments, if any.
- VII. Monitoring of overall timelines, SLAs and calculation of penalties accordingly.
- VIII. Conducting UAT for the application solution deployed.
- IX. Issuing the Acceptance Certificate on successful completion of milestone activities as per the Scope of Work (wherever required).
- X. Any other requirements that could arise during operations for effective governance and to meet any administrative requirement.
- XI. Ensuring the staff members and other stakeholders attend the training programs as per the schedule defined by SI and agreed upon by the CAG.
- XII. Provide sign off on the deliverables of the project within agreed timelines.

7. ANNEXURES

7.1 Annexure – 1: Server Infrastructure at AGO

The following table captures information on configuration of servers that hosts VLC application in different AG offices*. The information captured below has been made available by respective AG(A&E) offices

SI	Location	Number of Servers	Server Name	Server Configuration of each server				RAID Type	Operating System	Avg. CPU Utilization	Avg. RAM Utilization
				Number of Cores	Number of CPUs	RAM (GB)	Storage Capacity (TB)				
1	Arunachal Pradesh										
2	Andhra Pradesh	2	Dell PowerEdge Tower T640	8	16	256	7.2 TB	Raid-5	RHEL-6.9	2%	86%
3	Assam	4	Intel Xeon E550	3	6	16	720GB	Raid-5	RHEL-5.6	50%	99%
4	Bihar	2	Dell PowerEdge Tower T640	8	16	256	2.8TB	Raid-5	RHEL-6.9	5%	98%
5	Chhattisgarh	2	Dell PowerEdge Tower T640	8	16	256	3.6TB	Raid-1	RHEL-6.9	10%	70%
6	Gujarat	2	Dell PowerEdge Tower T640	8	16	256	7.2 TB	Raid-5	RHEL-6.9	4%	99%
7	Ahmedabad (Branch Office)	2	Dell PowerEdge Tower T640	8	16	256	7.2 TB	Raid-5	RHEL-6.9	5%	15%
8	Haryana	2	Dell PowerEdge Tower T640	8	16	256	7.2 TB	Raid-5	RHEL-6.9	4%	92%
9	Himachal Pradesh	2	Dell PowerEdge Tower T640	8	16	256	7.2 TB	Raid-5	RHEL-6.9	4%	40%
10	Jammu & Kashmir	2	Dell PowerEdge Tower T640	8	16	256	7.2 TB	Raid-5	RHEL-6.9	5%	15%
11	Jammu (Branch Office)	2	Dell PowerEdge Tower T640	8	16	256	7.2 TB	Raid-5	RHEL-6.9	4%	12%
12	Jharkhand										
13	Karnataka	2	Dell PowerEdge Tower T640	8	16	256	7.2 TB	Raid-5	RHEL-6.9	4%	71%
14	Kerala	2	Dell PowerEdge Tower T640	8	16	256	7.2 TB	Raid-5	RHEL-6.9	9%	99%
15	Ernakulam (Branch office)	2	Dell PowerEdge Tower T640	8	16	256	7.2 TB	Raid-5	RHEL-6.9	3%	60%
16	Thrissur (Branch Office)	2	Dell PowerEdge Tower T640	8	16	256	7.2 TB	Raid-5	RHEL-6.9	10%	20%
17	Madhya Pradesh, AG(A&E-I)	2	Dell PowerEdge Tower T640	8	16	256	2.8TB	Raid-5	RHEL-6.9	4%	92%

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SI	Location	Number of Servers	Server Name	Server Configuration of each server				RAID Type	Operating System	Avg. CPU Utilization	Avg. RAM Utilization
				Number of Cores	Number of CPUs	RAM (GB)	Storage Capacity (TB)				
18	Bhopal (Branch Office)	2	Intel Xeon E550	3	6	32	1.2 TB	Raid-5	RHEL-5.4	50%	93%
19	Madhya Pradesh, AG(A&E-II)										
20	Maharashtra, (A&E-I), Mumbai	2	Dell PowerEdge Tower T640	8	16	256	7.2 TB	Raid-1	RHEL-6.9	4%	33%
21	Maharashtra, (A&E-II), Nagpur	4	Dell PowerEdge Tower T640	4	8	256	4 TB	Raid -5	RHEL-6.9		
22	Manipur	2	Dell PowerEdge Tower T640	8	16	256	7.2 TB	Raid-5	RHEL-6.9	3%	15%
23	Meghalaya	2	Dell PowerEdge Tower T640	8	16	256	7.2 TB	Raid-5	RHEL-6.9	1%	15%
24	Mizoram	2	Dell PowerEdge Tower T640	8	16	256	7.2 TB	Raid-5	RHEL-6.9	3%	20%
25	Nagaland	2	Dell PowerEdge Tower T640	8	16	256	2.8TB	Raid-5	RHEL-6.9	2%	35%
26	Odisha	2	Dell PowerEdge Tower T640	8	16	256	7.2 TB	Raid 5	RHEL-6.9	50%	2%
27	Puri (Branch Office)	2	Dell PowerEdge Tower T640	8	16	256	7.2 TB	Raid 5	RHEL-6.9	2%	13%
28	Punjab & UT Chandigarh	2	Dell PowerEdge Tower T640	8	16	256	2.8TB	Raid-5	RHEL-6.9	2%	13%
29	Rajasthan	2	Dell PowerEdge Tower T640	8	16	256	2.8TB	Raid-5	RHEL-6.9	2%	20%
30	Sikkim	2	Dell PowerEdge Tower T640	8	16	256	7.2 TB	Raid-5	RHEL-6.9	7%	5%
31	Tamil Nadu	2	Dell PowerEdge Tower T640	8	16	256	2.8TB	Raid-5	RHEL-6.9	4%	96%
32	Telangana	2	Dell PowerEdge Tower T640	8	16	256	7.2 TB	Raid-5	RHEL-6.9	10%	71%
33	Tripura	2	Dell PowerEdge Tower T640	8	16	256	2.8TB	Raid-5	RHEL-6.9	2%	20
34	Uttar Pradesh (A&E-I)	2	Dell PowerEdge Tower T640	8	16	256	7.2 TB	Raid -5	RHEL-6.9	2%	85%
35	Uttar Pradesh (A&E-II)	2	Dell PowerEdge Tower T640	8	16	256	7.2 TB	Raid -5	RHEL-6.9	5%	30%
36	Uttarakhand	2	Dell PowerEdge Tower T640	8	16	256	7.2 TB	Raid-5	RHEL-6.9	3%	18%
37	West Bengal	4	Dell PowerEdge Tower T640	8	16	256	7.2 TB	Raid-1	RHEL-6.9	4%	80%

7.2 Annexure – 2: Databases on VLC machine at AGO

The following table captures information on different databases hosted on the primary server that hosts VLC application in different AG offices. The information captured below has been made available by respective AG(A&E) offices.

SI	Location	Number of Database on same server as VLC	Database Name	Size of DB
1	Arunachal Pradesh			
2	Andhra Pradesh	5	vlcap vlcc gpfap penap ishkap	105.29 GB 66.89 GB 165.49 GB 14.85 GB 7.35 GB
3	Assam	1	VLC, GPF	116 GB
4	Bihar	1	VLC	262GB
5	Chhattisgarh	3	VLC, GPF, MIS	147GB, 168GB, 18GB
6	Gujarat	1	orclORCL	255GB
7	Ahmedabad (Branch Office)	1	VLC	23GB
8	Haryana	1	orcl	153GB
9	Himachal Pradesh	1	AGPROD	92GB
10	Jammu& Kashmir	1	VLC	59GB
11	Jammu (Branch Office)	1	VLC	75GB
12	Jharkhand			
13	Karnataka	3	AGK, agk2, GPF	82 GB
14	Kerala	1	AGTRIV	894GB
15	Ernakulam (Brach office)	2	VLC, GPF	120GB
16	Thrissur (Branch Office)	1	VLC	228GB
17	Madhya Pradesh, AG(A&E-I)	1	agwa	164GB
18	Bhopal (Branch Office)	1	vlc_DB	7 GB
19	Madhya Pradesh, AG(A&E-II)			
20	Maharashtra, (A&E-I), Mumbai	3	DRORAPEN,DRGPF,ORCL	64GB
21	Maharashtra, (A&E-II), Nagpur	1	VLC_DB	179GB
22	Manipur	1	VLC_DB	46 GB
23	Meghalaya	1	vlc_GPF	4.5 GB
24	Mizoram	1	VLC_DB	6.8GB
25	Nagaland	1	VCL_DB	47 GB
26	Odisha	2	VLC DB, GPF DB	242GB, 43GB
27	Puri (Branch Office)	1	VLC	242GB
28	Punjab & UT Chandigarh	1	VLC_Db	75GB
29	Rajasthan	1	VLC	82 GB
30	Sikkim	1	orcl	24GB
31	Tamil Nadu	6	VLC, GPF, TPF, AIS, PENSION, TRS	VLC - 137GB GPF - 203GB TPF - 65GB AIS - 13GB PENSION - 16GB TRS - 10GB

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SI	Location	Number of Database on same server as VLC	Database Name	Size of DB
32	Telangana	5	1. vlcts 2. vlccs 3. gpfts 4. pents 5. ishkts	1. vlcts DB Size - 194.13 GB 2. vlccs DB Size - 70.18 GB 2. gpfts DB Size - 121.48 GB 3. pents DB Size - 15.42 GB 5. ishkts DB Size - 5.22 GB
33	Tripura	1	VLC	40 GB
34	Uttar Pradesh (A&E-I)	1	vlc	6GB
35	Uttar Pradesh (A&E-II)	2	vlc/GPF	36GB
36	Uttarakhand	4	AGUC/GFLIVE/GF02/AGUCHINDI	23GB, 78GB, 1.5 GB
37	West Bengal	2	KAGCOL, KAGGPF	393GB

7.3 Annexure – 3: Applications & Users on VLC machine at AGO

The following table captures information on different applications hosted on the primary server that hosts VLC in different AG offices. The information captured below has been made available by respective AG(A&E) offices.

SI	Location	Application Hosted on Primary Sever	Application Technology & Version	Number of Forms	Number of Reports	Number of Business Users
1	Arunachal Pradesh					
2	Andhra Pradesh	vlcap,vlccs ,gpfap,penap ,ishkap	Oracle FMW 11G	vlcap - 536 forms vlccs - 531 forms gpfap- 420 forms penap - 62 forms iskap- 291 forms	vlcap - 1088 reports vlccs - 1155 reports gpfap - 357 reports penap - 56 reports iskap - 457 reports	100
3	Assam	VLC and GPF	Oracle FMW 11G	290	934	150
4	Bihar	VLC	Oracle FMW 11G	1000	1300	330
5	Chhattisgarh	VLC,GPF.MIS	Oracle FMW 11G	497,215,124	432,325,237	92
6	Gujarat	VLC,GPF	Oracle FMW 11G	269	455	128
7	Ahmedabad (Branch Office)	VLC	Oracle FMW 11G	343	673	150
8	Haryana	VLC,GPF	Oracle FMW 11G	864	582	383
9	Himachal Pradesh	VLC,GPF	Oracle FMW 11G	700	800	438
10	Jammu& Kashmir	VLC	Oracle FMW 11G	1000	1000	100
11	Jammu (Branch Office)	VLC	Oracle FMW 11G	1000	1000	100
12	Jharkhand					
13	Karnataka	VLC,GPF	Oracle FMW 11G	1503	1685	338
14	Kerala	VLC,GPF	Oracle FMW 11G	Vlc=1359,GPF=873	2961	
15	Ernakulam (Brach office)	VLC,GPF	Oracle FMW 11G			10
16	Thrissur (Branch Office)	VLC.GPF,INWARD	Oracle FMW 11G	GPF=1300, VLC=1359	3100	39
17	Madhya Pradesh, AG(A&E-I)	VLC	Oracle FMW 11G	778	918	120
18	Bhopal (Branch Office)	VLC	Oracle FMW 11G	136	68	20
19	Madhya Pradesh, AG(A&E-II)					
20	Maharashtra, (A&E-I), Mumbai	VLC,GPF,PENSION	Oracle FMW 11G	800	1300	90
21	Maharashtra, (A&E-II), Nagpur	VLC	Oracle FMW 11G	362	344	150
22	Manipur	VLC,GPF	Oracle FMW 11G	223	547	28
23	Meghalaya	VLC,GPF	Oracle FMW 11G	871	2570	40
24	Mizoram	VLC	Oracle FMW 11G	260	725	18
25	Nagaland	VLC and GPF	Oracle FMW 11G	250	491	88
26	Odisha	VLC,GPF	Oracle FMW 11G	1350	1650	140
27	Puri (Branch Office)	VLC	Oracle FMW 11G	1200	1450	140

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SI	Location	Application Hosted on Primary Sever	Application Technology & Version	Number of Forms	Number of Reports	Number of Business Users
28	Punjab & UT Chandigarh	VLC	Oracle FMW 11G	850	550	70
29	Rajasthan	VLC	oracle FMW 11G	1008	1989	150
30	Sikkim	VLC	Oracle FMW 11G	342	728	45
31	Tamil Nadu	VLC	Oracle FMW 11G	400	100	200
32	Telangana	VLC, DATA Project, GPF, Pension and ISHK(inhouse Housekeeping module for MIS management)	Oracle FMW 11G	vlcts - 505 forms vlccs - 456 forms gpfts - 267 forms pents -68 forms iskts - 315 forms	vlcts - 1252 reports vlccs - 1140 reports gpfts - 331 reports pents - 61 reports iskts - 481 reports	203
33	Tripura	VLC,GPF	Oracle FMW 11G	402	793	30
34	Uttar Pradesh (A&E-I)	VLC	Oracle FMW 11G	367	1227	159
35	Uttar Pradesh (A&E-II)	VLC,GPF	Oracle FMW 11G	367	1227	159
36	Uttarakhand	VLC,GPF	Oracle FMW 11G	496	963	59
37	West Bengal	VLC,GPF	Oracle FMW 11G	1058	1057	250

7.4 Annexure – 4: eVouchers/ e-Documents growth projections

The following table captures e-Document/ e-Voucher volume for respective AGOs. The growth projections shared vary considerably and are likely to fluctuate as more treasuries and/or e-documents are included for publishing. It is assumed that wherever e-Voucher details are not available, then e-Voucher has not been implemented.

Sl	Location	Total storage space consumed by e-vouchers received till date (TB)	Size of e-Vouchers in last FY (TB)	Projected Annual Document Growth Rate	Cumulative e-Documents Size Requirement (TB)									
					FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34
1	Assam	0.3	0.0136	10%	0.31	0.33	0.35	0.37	0.39	0.42	0.44	0.47	0.50	0.54
2	Bihar	70		15%	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00
3	Haryana	3.6	1.2	25%	5.10	6.75	8.57	10.56	12.76	15.17	17.83	20.75	23.97	27.51
4	Maharashtra, (A&E-II), Nagpur	0.014	0.014	25%	0.03	0.05	0.07	0.10	0.12	0.15	0.18	0.21	0.25	0.29
5	Odisha	10.00	0.82	10%	10.90	11.89	12.99	14.19	15.51	16.96	18.56	20.32	22.25	24.38
6	Rajasthan	22.82	5.12	10%	28.45	34.65	41.46	48.96	57.20	66.27	76.25	87.23	99.30	112.58
7	Tripura	0.338	0.338	5%	0.69	1.08	1.51	1.99	2.50	3.08	3.70	4.40	5.16	5.99
8	Uttarakhand	1.7	1.7	1%	3.42	5.31	7.38	9.67	12.18	14.95	17.99	21.34	25.02	29.06
9	West Bengal	0.2	0.04	5%	0.24	0.29	0.34	0.39	0.46	0.52	0.60	0.68	0.77	0.87
				Total	119.15	130.35	142.67	156.22	171.12	187.52	205.55	225.39	247.22	271.22

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RFP FOR ENGAGEMENT OF SERVICE INTEGRATOR FOR ORACLE DB AND FORMS & REPORTS UPGRADATION & MIGRATION ON SUBSCRIPTION BASED PLATFORM FOR VLC APPLICATION



VOLUME 3 **(MASTER SERVICE AGREEMENT)**

Comptroller and Auditor General of India,
Pocket-9, Deen Dayal Upadhyaya Marg,
New Delhi-110124

Issued On- 14.02.2025

Disclaimer

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Time and Quality is of essence. The Authority reserves the right to go ahead with the bid in case of single bidder. It is also not bound to accept the lowest financial offer and may negotiate with the most technically qualified bidder.

This RFP includes certain statements, estimates, projections, targets, and forecasts with respect to the project. Such statements estimate, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of CAG India, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation, or warranty.

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MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (“Agreement”) is made on this the <***> day of <***> 20... at <***>, India.

BETWEEN

----- having its office at -----
----- India hereinafter referred to as ‘Purchaser’/ ‘**Purchaser**’ or ‘**Competent Authority**’, which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office at <***> (hereinafter referred to as the ‘**Service Integrator (SI)**’ which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the ‘**Parties**’ and individually as a ‘**Party**’.

WHEREAS:

1. Purchaser is desirous to procure the Cloud services.
2. In furtherance of the same, Purchaser undertook the selection of a suitable Service Integrator through a competitive bidding for implementing the Project and in this behalf invited bids dated <***>.
3. The successful bidder has been selected as the Service Integrator on the basis of the bid response to undertake the execution of the Project.
4. The SI has accepted the Letter of Award vide its acceptance letter dated (‘Acceptance of Letter of Award’) and has agreed to provide services as are represented in the Proposal, including the terms of this Agreement, the Schedules attached hereto and in accordance with the terms of the RFP, and in terms of the clarifications issued by CAG in relation to the implementation of the Scope of Work;
5. In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the

Parties intend to be bound legally by the terms and conditions agreed in this Agreement, for implementation of the Project.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. Definitions and Interpretations

1.1 Definitions

Terms and expressions used in this Agreement shall have the meanings set out below.

Term	Meaning
Adverse Effect	<p>means material adverse effect on</p> <p>(a) the ability of the Service Integrator to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or</p> <p>(b) the legal validity, binding nature or enforceability of this Agreement;</p>
Agreement	<p>means Master Services Agreement along with Service Level Agreement and Non-Disclosure Agreement</p>
Applicable Law(s)	<p>means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, byelaw, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;</p>
Confidential Information	<p>means all information including Purchaser Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);</p> <p>All such information in whatever form or mode of transmission, which is disclosed by a Party (the ‘Disclosing Party’) to any other Party (the ‘Recipient’) in connection with the Project during its implementation and which has been explicitly marked as ‘confidential’, or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within <15 days> from oral disclosure at the latest as confidential information by the Disclosing Party, is ‘Confidential Information’</p>

Term	Meaning
Control	<p>Means, in relation to any business entity, the power of a person to secure :-</p> <p>(i) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or</p> <p>by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership:</p>
Deliverables	<p>Means the products, infrastructure and services agreed to be delivered by the Implementation Agency in pursuance of the agreement as defined more elaborately in the RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications;</p> <p>Please refer relevant section list of deliverables in Volume 2 for more details.</p>
Purchaser Data	<p>means all proprietary data of the department or its nominated agencies generated out of operations and transactions, documents all taxpayer's data and related information including but not restricted to user data which the Implementation Agency obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement;</p>
Final Acceptance Test	<p>shall be conducted on completion of the following:</p> <ol style="list-style-type: none"> 1) Commissioning and the hosting of the application in Cloud Environment. 2) Submission of the UAT pre-requisites and conducting UAT along with the UAT team defined by CAG. <p>UAT of the overall VLC solution in Cloud Infrastructure.</p>
Intellectual Property Rights	<p>means all rights in written designs and copyrights, moral rights, rights in databases and Bespoke Software / Pre-existing work including its up-</p>

Term	Meaning
	gradation systems and compilation rights (whether or not any of these are registered and including application for registration);
Material Breach	means a breach by either Party (Purchaser or Implementation Agency) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure;
Parties	means Purchaser and Implementation Agency for the purposes of this Agreement and “ <i>Party</i> ” shall be interpreted; accordingly,
Performance Guarantee	Means the guarantee provided by a Nationalized Bank in favour of the Implementation Agency. The amount of Performance Security shall be 5% of the overall cost of the project. This performance security shall be valid till six months (180 Days) after the completion of the project i.e years from the date of signing of contract or for such time as is required under this Agreement.
Planned Application Downtime	means the unavailability of the application services due to maintenance activities such as configuration changes, upgradation or changes to any supporting infrastructure wherein prior intimation (at least two working days in advance) of such planned outage shall be given and approval sought from the Purchaser as applicable;
Planned network outage	means the unavailability of the network services due to infrastructure maintenance activities such as configuration changes, upgradation, or changes to any supporting infrastructure. Prior intimation of such planned outage shall be given, and approval sought from the Purchaser as applicable and shall be notified at least two working days;
Project	means Pilot, Project Implementation (roll out) and Maintenance in terms of the Agreement
Project Implementation	means Project Implementation as per the testing standards and acceptance criteria prescribed by Purchaser or its nominated agencies;
Project Implementation Phase	shall be from the Effective Date of the Agreement to the date of final acceptance testing & certification as set out Volume 2 of the RFP.
Project Execution	shall be constituted by Purchaser to monitor the activities, deliverables, and progress of the Project. PEC will comprise of the staff members of

Term	Meaning
Committee (PEC)	the Purchaser, other officials from concerned department and external experts.
Project Timelines	shall have the same meaning as defined in Volume 2;
Purchaser Data	means all proprietary data of the Government Department or its nominated agencies generated out of operations and transactions, documents all taxpayer's data and related information including but not restricted to user data which the Managed Integrator obtains, possesses or processes in the context of providing the Services to the users pursuant to this Agreement;
Services	means the services delivered to the Stakeholders of Purchaser or its nominated agencies, employees of Purchaser or its nominated agencies, and to professionals, using the tangible and intangible assets created, procured, installed, managed and operated by the Service Integrator including the tools of information and communications technology
Service Level	means the level of service and other performance criteria which will apply to the Services delivered by the Service Integrator;
SLA	means the Availability, Performance, Security, Support, Helpdesk, Disaster Recovery, Audit, Monitoring, and other SLAs executed as part of this Master Service Agreement;
Stakeholders	means Purchaser or its nominated agencies, citizens, employees, Departments of State Government, etc.

1.2 Interpretation

In this Agreement, unless otherwise specified:

- a) references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement.
- b) use of any gender includes the other genders.
- c) references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established.

- d) references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, or reenacted.
- f) references to times are to Indian Standard Time.
- g) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated, or supplemented at any time; and
- h) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

1.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to two decimal places, with the third digit of five or above being rounded up and below five being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

1.4 Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause.
- b) as between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
- c) as between any value written in numerals and that in words, the value in words shall prevail.

2. Term and Duration of the Engagement

This Agreement shall come into effect on <***> 2024 (hereinafter the 'Effective Date') and shall continue till operation and maintenance completion date which shall be the date of the completion of the operation and maintenance to the Purchaser or its nominated agencies, unless terminated earlier (as per Clause 13), in which case the contract will get terminated on fulfillment of all obligations mentioned as per Clause 13 and 23.

3. Conditions Precedent

3.1 Provisions to take effect upon fulfillment of Conditions Precedent

Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfillment of all the Conditions Precedent set out below. However, Purchaser or its nominated agencies may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Service Integrator.

For the avoidance of doubt, it is expressly clarified that the obligations of the Parties (or its nominated agencies) under this Agreement shall commence from the fulfillment of the Conditions Precedent as set forth below.

3.2 Conditions Precedent of the Service Integrator

The Service Integrator shall be required to fulfill the Conditions Precedent which is as follows:

- a) to provide a Performance Security/Guarantee, if demanded by the Purchaser, and other guarantees/ payments within <21 days> of the receipt of notification of award from the Purchaser; and
- b) to provide the Purchaser or its nominated agencies certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this Agreement by the Service Integrator (optional).

3.3 Conditions Precedent of the Purchaser

The Purchaser shall be required to fulfill the Conditions Precedents which are as follows:

- a) Handing over of <project office> (if applicable)
- b) Necessary clearances associated with the execution of the project, unless specified to be performed by the Service Integrator
- c) Approval of the Project by a Competent Authority, etc.

3.4 Extension of time for fulfillment of Conditions Precedent

The Parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the Term of this Agreement.

3.5 Non-fulfillment of the Service Integrator's Conditions Precedent

- a) In the event that any of the Conditions Precedent of the Service Integrator has not been fulfilled within <15 days> of signing of this Agreement and the same have not been waived fully or partially by Purchaser or its nominated agencies, this Agreement shall cease to exist;
- b) In the event that the Agreement fails to come into effect on account of non-fulfillment of the Managed Service Integrator's Conditions Precedent, the Purchaser or its nominated agencies shall not be liable in any manner whatsoever to the Service Integrator and the Purchaser shall forthwith forfeit the Earnest Money Deposit, if taken.
- c) In the event that possession of any of the Purchaser or its nominated agencies facilities has been delivered to the Service Integrator prior to the fulfillment of the Conditions Precedent, upon the termination of this Agreement such shall immediately revert to Purchaser or its nominated agencies, free and clear from any encumbrances or claims.

4. Change of Control

- a) In the event of a change of control of the Service Integrator during the Term, the Service Integrator shall promptly notify Purchaser and/or its nominated agencies of the same.
- b) In the event that the net worth of the surviving entity is less than that of Service Integrator prior to the change of control, the Purchaser or its nominated agencies may within 30 days of becoming aware of such change in control, require a replacement of existing Performance Guarantee, if applicable, furnished by the Service Integrator from a guarantor acceptable to the Purchaser or its nominated agencies (which shall not be Service Integrator or any of its associated entities).
- c) If such a guarantee is not furnished within 30 days of the Purchaser or its nominated agencies requiring the replacement, the Purchaser may exercise its right to terminate this Agreement within a further 30 days by written notice, to become effective as specified in such notice.
- d) Pursuant to termination, the effects of termination as set out in Clause 13 of this Agreement shall follow.

For the avoidance of doubt, it is expressly clarified that the internal reorganization of the Service Integrator shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

5. Representations and Warranties

5.1 Representations and warranties of the Service Integrator

The Service Integrator represents and warrants to the Purchaser or its nominated agencies that:

- a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- b) it is a competent provider of a variety of Cloud and managed services;
- c) it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- d) from the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- e) in providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to Purchaser's normal business operations;
- f) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;

- g) the information furnished in the Service Integrator's response to the RFP and any subsequent clarification pertaining to the evaluation process, furnished on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;
- h) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- i) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- j) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- k) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- l) no representation or warranty by it contained herein or in any other document furnished by it to Purchaser or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- m) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of Purchaser or its nominated agencies in connection therewith.

5.2 Representations and warranties of the Purchaser or its nominated agencies

Purchaser or its nominated agencies represent and warrant to the Service Integrator that:

- a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby; b) it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- c) it has the financial standing and capacity to perform its obligations under the Agreement;
- d) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- e) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
- f) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- g) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
- h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on the Purchaser or its nominated agencies ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- i) it has complied with Applicable Laws in all material respects;
- j) all information provided by it in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and

- k) upon the Service Integrator performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Service Integrator, in accordance with this Agreement.

6. Obligations of the Purchaser or its Nominated Agencies

Without prejudice to any other undertakings or obligations of the Purchaser or its nominated agencies under this Agreement, the Purchaser or its nominated agencies shall perform the following:

- a) The key obligations and roles & responsibilities of the Purchaser is specified in this RFP.
- b) To provide any support through personnel to test the system/application/solution during the Term;
- c) To provide any support through personnel and/or test data during various phases of the Project whenever required due to scope change that may arise due to business, delivery or statutory/regulatory reasons;
- d) Purchaser shall provide the data (including in electronic form wherever available) to be migrated.
- e) To authorize the Service Integrator to interact for execution of the Project with external entities such as the other Government Departments, state treasury, authorized banks, trademark database, etc.
- f) Provide prompt deliverable feedback: Within <21 working days> from the submission of a deliverable/SLA and performance reports, the Purchaser shall provide a sign off on the deliverable or its comments for changes.

7. Obligations of the Service Integrator

- a) It shall provide to the Purchaser or its nominated agencies, the Deliverables as specified by the Purchaser.
- b) The key obligations and roles & responsibilities of the Service Integrator is specified in the document named —Guidelines for Service Integrators Offering Cloud Services through Government e-Marketplace (GeM).
- c) It shall perform the Services in a good and workmanlike manner commensurate with industry and technical standards which are generally in effect for international projects and innovations pursuant thereon similar to those contemplated by this Agreement, and so as to comply with the applicable Service Levels.
- d) It shall ensure that the Services are being provided as per the Project Timelines set out by the Purchaser.

8. Approvals and Required Consents

- a) The Parties shall cooperate to procure, maintain and observe all relevant and regulatory and governmental licenses, clearances and applicable approvals (hereinafter the ‘Required Consents’) necessary for the Service Integrator to provide the Services. The costs of such Approvals shall be borne by the Party normally responsible for such costs according to local custom and practice in the locations where the Services are to be provided.
- b) The Purchaser or its nominated agencies shall use reasonable endeavors to assist Service Integrator to obtain the Required Consents (or vice versa, depending on the Scope of work). In the event that any Required Consent is not obtained, the Service Integrator and the Purchaser or its nominated agencies will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the Purchaser or its nominated agencies to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Required Consent is obtained, provided that the Service Integrator shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Required Consents are obtained if and to the extent that the Service Integrator’s obligations are not dependent upon such Required Consents.

9. Use of Assets by the Service Integrator

During the Term, the Service Integrator shall:

- a) take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the Project and other facilities leased / owned / operated by the Service Integrator exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement (hereinafter the ‘Assets’) in proportion to their use and control of such Assets; and
- b) keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the Service Integrator takes control of and/or first uses the Assets and during the entire Term of the Agreement.
- c) ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets, and which are provided to the Service Integrator will be followed by the Managed Service Integrator and any person who will be responsible for the use of the Assets;
- d) take such steps as may be properly recommended by the manufacturer of the Assets and notified to the Service Integrator or as may, in the reasonable opinion of the Service Integrator, be necessary to use the Assets in a safe manner;

- e) ensure that the Assets that are under the control of the Service Integrator, are kept suitably housed and in conformity with Applicable Law;
- f) procure permission from the Purchaser or its nominated agencies and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements;
- g) not knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law.

10. Access to the Purchaser or its Nominated Agencies’ Locations

- a) For so long as the Service Integrator provides services to the Purchaser or its nominated agencies’ location, as the case may be, on a non-permanent basis and to the extent necessary, the Purchaser as the case may be or its nominated agencies shall, subject to compliance by the Service Integrator with any safety and security guidelines which may be provided by the Purchaser as the case may be or its nominated agencies and notified to the Service Integrator in writing, provide the Service Integrator with:
 - (i) reasonable access, in the same manner granted to the Purchaser or its nominated agencies employees, to the Purchaser’s location as the case may be
 - (ii) reasonable workspace, access to office equipment as mutually agreed and other related support services in such location and at such other Purchaser’s location, as the case may be, as may be reasonably necessary for the Service Integrator to perform its obligations hereunder and under the SLA.
- b) Access to locations, office equipment and services shall be made available to the Service Integrator on an —as is, where isll basis / in appropriate working condition (as per scope of work defined by the Purchaser as the case may be or its nominated agencies. The Service Integrator agrees to ensure that its employees, agents and contractors shall not use the location, services and equipment for the following purposes:
 - (i) for the transmission of any material which is defamatory, offensive, or abusive or of an obscene or menacing character; or
 - (ii) in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality).

11. Management Phase

11.1 Governance

The review and management process of this Agreement shall be carried out in accordance with the Governance Schedule set out in Schedule I of this Agreement and shall cover all the management aspects of the Project.

11.2 Use of Services

- a) The Purchaser as the case may be or its nominated agencies, will undertake and use the Services in accordance with any instructions or procedures as set out in this Agreement or any agreement that may be entered into between the Parties from time to time;
- b) The Purchaser as the case may be or its nominated agencies shall be responsible for the operation and use of the Deliverables resulting from the Services.

11.3 Changes

Unless expressly dealt with elsewhere in this Agreement, any changes under or to this Agreement shall be dealt with in accordance with the Change Control Schedule set out in Schedule II of this Agreement.

11.4 Security and Safety

- a) The Service Integrator shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act or Telegraph Act including the regulations issued by Dept. of Telecom (wherever applicable), IT Security Manual of the Purchaser and follow the industry standards related to safety and security, insofar as it applies to the provision of the Services.
- b) Each Party to the Agreement shall also comply with Purchaser or the Government of India, and the respective State's security standards and policies in force from time to time at each location of which Purchaser or its nominated agencies make the Service Integrator aware in writing insofar as the same apply to the provision of the Services.
- c) The Parties to the Agreement shall use reasonable endeavors to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Purchaser as the case may be or any of their nominees data, facilities or Confidential Information.
- d) The Service Integrator shall upon reasonable request by the Purchaser as the case may be or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- e) As per the provisions of this Agreement, the Service Integrator shall promptly report in writing to the Purchaser or its nominated agencies, any act or omission which they are

aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of Purchaser as the case may be.

11.5 Cooperation

Except as otherwise provided elsewhere in this Agreement, each Party (“Providing Party”) to this Agreement undertakes promptly to provide the other Party (“Receiving Party”) with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and co-operation:

- a) does not require material expenditure by the Providing Party to provide the same;
- b) is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement;
- c) cannot be construed to be Confidential Information; and
- d) is capable of being provided by the Providing Party.

12. Financial Matters

12.1 Terms of Payment

The Cloud Services Bouquet prepared by MeitY allows Government Departments to procure Cloud Services on hourly, monthly or yearly basis (pricing model). The Government Department, for its most suitable pricing model, shall discover the individual unit prices of each of the Cloud Services for the total duration of the project. The Government Department, irrespective of the pricing models, shall pay to the Service Integrator for the actual consumption of the Cloud Services.

- a) The Service Integrator shall provide, in the Commercial Proposal, the individual prices of each of the Cloud Services, specified by the Purchaser, for the total duration of the project.
- b) The Purchaser shall pay to the Service Integrator for the actual consumption of the Cloud Services during the project duration, and not on the basis of the project duration.
- c) The Service Integrator shall not increase the fee of the Cloud Services being consumed by the Purchaser during the entire duration of the project, unless there is an agreed provision in the Cloud Contract.
- d) The Service Integrator shall be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on it upon or with respect to the transactions and payments under this Contract.
- e) The Purchaser may make payment to the Service Integrator at the end of the month, quarter or year based on the actual usage of the services and as per the —Unit Costs| discovered under the Commercial Proposal.
- f) In consideration of the Services and subject to the provisions of this Agreement, the Purchaser shall pay the Service Integrator for the Services rendered in pursuance of this Agreement.

- g) Payments shall be subject to the application of liquidated damages or SLA penalties and its adjustments/corrections as may be provided for in the Agreement and the SLA.
- h) Save and except as otherwise provided for herein or as agreed between the Parties in writing, the Purchaser shall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the Service Integrator performance of any obligations under this Agreement or the SLA) other than those covered in this Agreement.

12.2 Invoicing and Settlement

Subject to the specific terms of the Agreement and the SLA, the Service Integrator shall submit its invoices in accordance with the following principles:

- (i) The Purchaser shall be invoiced by the Service Integrator for the Services. Generally, and unless otherwise agreed in writing between the Parties or expressly set out in the SLA, the Service Integrator shall raise an invoice as per this Agreement; and
- (ii) Any invoice presented in accordance with this Clause shall be in a form agreed with the Purchaser.
- (iii) The Service Integrator alone shall invoice all payments after receiving due approval of completion of payment milestone from the competent authority. Such invoices shall be accurate with all adjustments or changes in the terms of payment. The Service Integrator shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the change relating to such Service is (i) authorized or (ii) incurred, whichever is later.
- (iv) Payment shall be made within <30 working days> of the receipt of invoice along with supporting documents by the Purchaser subject to deduction of applicable liquidated damages or SLA penalties. The penalties are imposed on the Service Integrator as per the SLA criteria specified in the SLA.
- (v) The Purchaser shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Service Integrator where the Purchaser disputes/withholds such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed / withheld amount shall be settled in accordance with the escalation procedure as set out in this Agreement. Any exercise by the Purchaser under this Clause shall not entitle the Service Integrator to delay or withhold provision of the Services.
- (vi) The Service Integrator shall be solely responsible to make payment to its sub-contractors, if they are expressly approved by the Purchaser to work with the Service Integrator.

12.3 Tax

- a) The Purchaser or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the Service Integrator wherever applicable. The Service Integrator shall pay for all other taxes in connection with this Agreement, SLA, scope of work and any other engagement required to be undertaken as a part of this Agreement, including, but not limited to property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties.
- b) The Purchaser or its nominated agencies shall provide Service Integrator with the original tax receipt of any withholding taxes paid by Purchaser or its nominated agencies on payments under this Agreement. The Service Integrator agrees to reimburse and hold the Purchaser or its nominated agencies harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among the Purchaser or its nominated agencies, the Service Integrator and third party subcontractors, if any.
- c) The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the Parties shall provide each other with the following:
 - (i) any resale certificates;
 - (ii) any relevant information regarding out-of-state or use of materials, equipment or services; and
 - (iii) any direct pay permits, exemption certificates or information reasonably requested by the other Party.

13. Termination

13.1 For Material Breach

- a) In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month's notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the Purchaser or Service Integrator, as the case may will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:
- (i) Service Integrator becomes insolvent, bankrupt, resolution is passed for the winding up of the Service Integrator's organization;
 - (ii) Information provided to the Purchaser is found to be incorrect;
 - (iii) Contract conditions are not met as per the requirements specified in the application document;
 - (iv) Misleading claims about the empanelment status with MeitY are made;
 - (v) If the Service Integrator fails to perform any other obligation(s) under the Agreement
 - (vi) If the Service Integrator is not able to deliver the services as per the SLAs which translates into Material Breach, then the Purchaser may serve 30 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the Purchaser will have the option to terminate this Agreement. Further, the Purchaser may offer a reasonable opportunity to the Service Integrator to explain the circumstances leading to such a breach.
- b) In the event, the Purchaser terminates the Agreement in whole or in part, the Purchaser may procure, upon such terms and conditions as it deems appropriate, services similar to those undelivered, and the Service Integrator shall be liable to the Purchaser for any excess costs for such similar services where such excess costs shall not exceed 10% of the value of the undelivered services. However, the Service Integrator shall continue to work with the Purchaser to the extent not terminated. On termination, the exit management and transition provisions as per the Agreement will come into effect.
- c) The Purchaser may by giving a one month's written notice, terminate this Agreement if a change of control of the Service Integrator has taken place. For the purposes of this Clause, in the case of Service Integrator, change of control shall mean the events stated in Clause 4, and such notice shall become effective at the end of the notice period as set out in Clause 4.

- d) In the event that Service Integrator undergoes such a change of control, Purchaser may, as an alternative to termination, require a full Performance Guarantee for the obligations of Service Integrator by a guarantor acceptable to Purchaser or its nominated agencies. If such a guarantee is not furnished within 30 days of Purchaser's demand, the Purchaser may exercise its right to terminate this Agreement in accordance with this Clause by giving 15 days further written notice to the Service Integrator.
- e) The termination provisions set out in this Clause shall apply mutatis mutandis to the SLA.

13.2 Termination for Convenience

- a) The Purchaser may at any time terminate the Contract for any reason by giving the Service Integrator a notice of termination that refers to this clause.
- b) Upon receipt of the notice of termination under this clause, the Service Integrator shall either as soon as reasonably practical or upon the date specified in the notice of termination:
 - (i) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the system/application/solution already executed, or any work required to leave the site in a clean and safe condition;
 - (ii) terminate all subcontracts, if any, except those to be assigned to the Purchaser pursuant to Clause 13.2 (d) (ii) below;
- c) remove all Service Integrator's equipment from the site, repatriate the Service Integrator's and its Subcontractors' personnel, if any, from the site, remove from the site any wreckage, rubbish, and debris of any kind;
- d) in addition, the Service Integrator shall:
 - (i) deliver to the Purchaser the parts of the system/application/solution executed by the Managed Service Integrator up to the date of termination;
 - (ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Service Integrator to the system/subsystem/application/solution/, as at the date of termination, and, as may be required by the Purchaser, in any subcontracts, if any, concluded between the Service Integrator and its Subcontractors;
 - (iii) deliver to the Purchaser all non-proprietary drawings, specifications, and other documents prepared by the Service Integrator or its Subcontractors, if any, as of the date of termination in connection with the system/application/solution.

13.3 Effects of termination

- a) In the event that Purchaser terminates this Agreement pursuant to failure on the part of the Service Integrator to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee, if any, furnished by Service Integrator may be forfeited.
- b) Upon termination of this Agreement, the Parties will comply with the Exit Management Plan as set out in the RFP. Termination of this Agreement due to Bankruptcy of Service Integrator

The Purchaser may serve written notice on Service Integrator at any time to terminate this Agreement with immediate effect in the event that the Service Integrator reporting an apprehension of bankruptcy to the Purchaser or its nominated agencies.

14. Indemnification & Limitation of Liability

- a) Subject to Clause 14 (d) below, Service Integrator (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively —Loss') on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.
- b) If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
- c) Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by
 - (i) Indemnified Party's misuse or modification of the Service;
 - (ii) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
 - (iii) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;

However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either

- (i) Procure the right for Indemnified Party to continue using it

- (ii) Replace it with a no infringing equivalent
- (iii) Modify it to make it non infringing.

The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

- d) The indemnities set out in Clause 14 shall be subject to the following conditions:
- (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
 - (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
 - (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
 - (v) all settlements of claims subject to indemnification under this Clause will:
 - (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
 - (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
 - (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

- (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
 - (ix) if a Party makes a claim under the indemnity set out under Clause 1.14 (a) above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).
- e) The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 14 and breach of Clause 11.4.
- f) In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in Clause 14 (a) even if it has been advised of their possible existence.
- g) The allocations of liability in this Section 14 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

15. Force Majeure

- (i) Definition of Force Majeure
 - a. “Force Majeure” shall mean any event beyond the reasonable control of either Party, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected.
- (ii) Force Majeure events

A Force Majeure shall include, without limitation, the following:

 - a. war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
 - b. strike, lockout (strike and lockout not caused due to either Party’s default), sabotage embargo, import restriction, port congestion, lack of usual means of public transportation

- and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
- c. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
- (iii) If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within five (5) days after the occurrence of such event.
 - (iv) The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The time for achieving Final Acceptance shall be extended.
 - (v) The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract.
 - (vi) No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
 - a. constitute a default or breach of the Contract;
 - b. give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance, if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.
 - (vii) If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.
 - (viii) In the event of termination pursuant to material breach, the rights and obligations of the Service Integrator and Purchaser shall be as specified in the clause titled Termination.
 - (ix) For the avoidance of doubt, it is expressly clarified that the failure on the part of the selected Service Integrator under this Agreement or the service levels to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the service levels against natural disaster, fire, sabotage or other similar

occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of —Force Majeurell. In so far as applicable to the performance of Services, Service Integrator will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

- (x) For the Service Integrator to take benefit of this clause, it is a condition precedent that the Service Integrator must promptly notify Purchaser, in writing of such conditions and the cause thereof within five calendar days of the arising of the Force Majeure event. Purchaser, or the consultant / committee appointed by Purchaser shall study the submission of the Service Integrator and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by Purchaser in writing, the Service Integrator shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.
- (xi) In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, Purchaser and the Service Integrator shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of Purchaser shall be final and binding on the Service Integrator.

16. Adherence to the Empanelment Terms & Conditions

The Service Integrator shall ensure that the underlying Cloud Service Integrator is adhering to all the terms and conditions specified in the MeitY's CSP Empanelment RFP at all times during the tenure of the Purchaser's project.

17. Information Security

One of the most critical issues that need to be addressed in the Cloud Contract / Agreement is the security of the data and application. The level of sensitivity of data requires different controls to be put in place in the Cloud to prevent a compromise.

17.1 Compliances and Certifications

- (i) As part of the empanelment process, MeitY has mandated CSPs to have following certifications.
 - a. ISO 27001:2013 – Information security management systems requirements (Data Center and the

Cloud Services should be certified for the ISO 27001 standard)

- b. ISO 20000:1 - Service management system requirements (NOC and SOC offered for the Data Center and the managed services quality should be certified for ISO 20000:1)
- c. ISO 27017 - Code of practice for information security controls based on ISO/IEC 27002 for Cloud Services
- d. ISO 27018 - Code of practice for protection of Personally Identifiable Information (PII) in Public Clouds acting as PII processors
- e. TIA-942-B / UPTIME (Tier III or higher) – Data centre standard covering site space and layout, cabling infrastructure, tiered reliability and environmental considerations

The Service Integrator shall ensure the sustenance of the above certificates and compliances applicable to the underlying CSPs during the entire duration of the project. The Service Integrator is required to possess and sustain following certifications in addition to ensuring the sustenance of the above certificates and compliances applicable to the underlying CSP during the entire duration of the project.

- a. ISO 27001:2013 – Information security management systems requirements
 - b. ISO 20000:1 - Service management system requirements
- (ii) If the Purchaser has financial and payment related data that is proposed to be hosted on the Cloud, the Service Integrator shall provide Payment Card Industry Data Security Standard (PCI DSS) compliant technology infrastructure of underlying CSP for storing, processing, and transmitting payment related information in the Cloud. This standard is required if the transactions involve credit card payments.
- (iii) CSPs are audited by STQC regularly for the requirements specified in the CSPs Empanelment RFP and for other guidelines & security requirements specified by MeitY or any standards body setup / recognized by Government of India from time to time and notified to the CSPs.
- a. The Service Integrator shall ensure that the underlying CSP complies or meets any security requirements applicable to it either published (or to be published) by MeitY or the Purchaser or any standards body setup / recognized by Government of India from time to time and notified to the Service Integrator / MeitY empaneled CSP as a mandatory guideline / standard.
 - b. The Service Integrator shall meet all the security requirements indicated in the IT Act 2000 and rules & regulations as amended from time to time. The underlying CSP shall meet all terms and conditions of the Empanelment of Cloud Service Offerings of Cloud

Service Integrators and shall continuously comply with the audit criteria defined by STQC.

17.2 Privacy and Security Safeguards

- (i) The Service Integrator shall implement reasonable and appropriate measures to secure the Purchaser's data and content against accidental or unlawful loss, access or disclosure.
- (ii) If the data is classified as sensitive / confidential / restricted, the Service Integrator shall ensure that the data is encrypted as part of a standard security process for sensitive / confidential / restricted content or choose the right cryptographic algorithms evaluating security, performance, and compliance requirements specific to the Purchaser's application and may choose from multiple key management options approved by the Purchaser.
- (iii) The Service Integrator shall notify the Purchaser promptly in the event of security incidents or intrusions, or requests from foreign governments / their agencies for access to the data, to enable the Purchaser to manage these events proactively.
- (iv) The Service Integrator shall not delete any data at the end of the Agreement/Contract (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of the Purchaser. After the approval to delete the data is accorded by the Purchaser, the Service Integrator shall ensure that all the storage blocks or multiple copies of data, if any, are unallocated or zeroed out so that it cannot be recovered. If due to some regulatory reasons, it is required to securely decommission data, the Purchaser can implement data encryption at rest using Purchaser's managed keys, which are not stored in the Cloud. Then Purchaser may delete the key used to protect the decommissioned data, making it irrecoverable.
- (v) The Service Integrator shall report to the Purchaser, in writing, of information security breaches by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Project's Data, facilities or Confidential Information.
- (vi) The Service Integrator shall undertake to treat information passed on to it under this Agreement/Contract as classified. Such Information shall not be communicated / published / advertised by the Service Integrator to any person/organization without the express permission of the Purchaser.
- (vii) The Service Integrator shall not use/process the service attributes and data associated with Cloud and managed services for the purposes beyond the scope of the current project.

17.3 Confidentiality

- (i) The Service Integrator shall maintain confidentiality, integrity, availability and privacy of the Purchaser data. The Service Integrator shall execute Non-Disclosure Agreement (NDA) with the Purchaser with respect to this Project. Following information is excluded from the NDA.

- a. information already available in the public domain;
 - b. information which has been developed independently by the Service Integrator;
 - c. information which has been received from a third party who had the right to disclose the aforesaid information;
 - d. Information which has been disclosed to the public pursuant to a court order.
- (ii) The subcontractors, other than the Service Integrator, after the express approval by the Purchaser, shall be permitted to obtain the Purchaser's data only to deliver the services the Service Integrator has retained them to provide and shall be prohibited from using the Purchaser's data for any other purpose. The Service Integrator must take express approval of the Purchaser to use the services of subcontractor(s). The Service Integrator remains responsible for its subcontractors' compliance with Service Integrator's obligations under the Project.
 - (iii) Disclosure of any part of the non-public information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law within India or other Statutory Authorities of Indian Government, could result in premature termination of the Agreement. The Purchaser may apart from blacklisting the Service Integrator, initiate legal action against the Service Integrator as per the applicable laws of India. The Service Integrator shall also not make any news release, public announcements, use of trademark or logo or any other reference on the Project, including application document / RFP, without obtaining prior written consent from the Purchaser.
 - (iv) The Service Integrator shall notify the Purchaser as soon as possible in the event of an actual or suspected breach of data.
 - (v) The Service Integrator shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
 - (vi) The Purchaser or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Service Integrator regarding any forbidden disclosure.
 - (vii) The Service Integrator shall ensure that all its employees, agents and subcontractors involved in the Project, execute individual non-disclosure agreements, which have been duly approved by the Purchaser with respect to this Project. The Service Integrator may submit a declaration that it has obtained the NDA from its employees. However, if the project is critical in nature, Service Integrator may get NDAs signed from every resource involved in the project and submit it to Purchaser (Optional).

- (viii) Any handover of the confidential information needs to be maintained in a list, both by Purchaser & Service Integrator, containing at the very minimum, the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.
- (ix) Notwithstanding anything to the contrary mentioned hereinabove, the Service Integrator shall have the right to share the Letter of Intent / work order provided to it by the Purchaser in relation to this Agreement, with its prospective purchasers solely for the purpose of and with the intent to evidence and support its work experience under this Agreement.

17.4 Location of Data

- (i) The Service Integrator shall offer Cloud Services to the Purchaser from a MeitY empaneled data centre of the underlying CSP which is located within India.
- (ii) The Service Integrator shall store all types of data (including but not limited to account & user access data, text, audio, video, image, software, machine image, and any computational results that the Purchaser or any end user derives through their use of the Service Integrator's services) within the Indian Territory and as per the terms and conditions specified in the CSP's Empanelment RFP; and shall not take out / allow to take out any kind of data outside of India unless it is explicitly approved by the Purchaser.
- (iii) E-Discovery: Electronic discovery (e-Discovery) is the process of locating, preserving, collecting, processing, reviewing, and producing Electronically Stored Information (ESI) in the context of criminal cases, legal proceedings or investigation. The Service Integrator shall ensure that the Purchaser/any other agency authorized by the Purchaser is able to access and retrieve such data in the underlying CSP environment in a timely fashion.
- (iv) Law Enforcement Request: The Law Enforcement Agency, as mandated under any law of India for the time being in force, may seek access to information stored on Cloud as provided by the Service Integrator. The onus shall be on the Service Integrator to perform all due diligence before releasing any such information to any such Law Enforcement Agency of India.

18. Audit, Access and Reporting

CSPs offer a variety of Cloud Services. However, all Cloud Services have not been empaneled with MeitY. Those Cloud Services which have been empaneled with MeitY have been audit by STQC against a set of audit criteria prepared by it, which are drawn from the CSPs Empanelment RFP and include technical, security and legal requirements, among others.

- (i) The Service Integrator shall ensure that the underlying CSP's service offerings comply with the audit requirements specified by MeitY/STQC through the CSPs Empanelment RFP or any other mechanism.

- (ii) The Purchaser or its nominated agency shall have the right to audit and inspect Service Integrator, agents and third party facilities, data centres, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:
 - a. The security, integrity and availability of all data processed, held or conveyed by the Service Integrator on behalf of the Purchaser and documentation related thereto;
 - b. That the actual level of performance of the services is the same as specified in the SLA;
 - c. That the Service Integrator has complied with the relevant technical standards, and has adequate internal controls in place; and
 - d. The compliance of the Service Integrator with any other obligation under the MSA and SLA.
- (iii) The Service Integrator shall be required to demonstrate compliance to all the requirements, guidelines, standards, etc., specified in the CSPs Empanelment RFP prepared by MeitY, as and when required by the Purchaser.
- (iv) In addition to the STQC audit conducted as per the empanelment of Cloud Service Offerings of CSP with MeitY, the Service Integrator shall allow the Purchaser / any agency authorized by the Purchaser to conduct audit of its services including underlying CSP's Cloud environment.

19. Intellectual Property Rights

- a) The Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have solely arisen out of or have been developed solely during execution of this Agreement, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Service Integrator solely during the performance of the Services.
- b) The Service Integrator undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.
- c) Further, the Service Integrator shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are, inter-alia, necessary for use of the Deliverables, applications, services, etc. provided by the Service Integrator under this Agreement shall be acquired in the name of the Purchaser, prior to termination of this Agreement and which shall be assigned by the Purchaser to the Service Integrator for the purpose of execution of any of its obligations

under the terms of this Agreement. However, subsequent to the term of this Agreement, such approvals, etc., shall endure to the exclusive benefit of the Purchaser.

- d) Pre-existing work: All intellectual property rights existing prior to the Effective Date of this Agreement shall belong to the Party that owned such rights immediately prior to the Effective Date. Subject to the foregoing, the Purchaser will also have rights to use and copy all process, specifications, reports and other document drawings, manuals, and other documents provided by Service Integrator as part of the scope of work under this Agreement for the purpose of this Agreement on nonexclusive, nontransferable, perpetual, royalty-free license to use basis.
- e) Ownership of documents: The Purchaser shall own all documents provided by or originating from the Purchaser and all documents produced by or from or for the Service Integrator in the course of performing the Services. Forthwith upon expiry or earlier termination of this Agreement and at any other time on demand by the Purchaser, the Service Integrator shall deliver to the Purchaser all documents provided by or originating from the Purchaser and all documents produced by or from or for the Service Integrator in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Service Integrator shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.
- f) The ownership of all IPR rights in any and all documents, artefacts, etc. (including all training materials) made during the Term for implementation of the Project under this Agreement will lie with Purchaser.
- g) Notwithstanding anything contained herein, the Service Integrator may use in its business activities the ideas, concepts and know-how which are retained in the unaided memories of its employees who have worked in the Project under this Agreement. The foregoing does not permit intentional memorization of the any information for the purpose of evading obligations contained in this Agreement.

20. Liquidated Damages

Time is the essence of the Agreement and the delivery dates are binding on the Service Integrator. In the event of delay or any gross negligence in implementation of the Project, for causes solely attributable to the Selected Service Integrator, in meeting the deliverables, the Purchaser shall be entitled at its option to recover from the Service Integrator as agreed, liquidated damages, a sum of <0.5%> of the value of the deliverable which suffered delay or gross negligence for each completed week or part thereof subject to a limit of <10%> of the total contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Purchaser under the contract and law. Once the maximum deduction is reached, the Purchaser may consider termination of the Contract.

21. Insurance Cover

21.1 Obligation to Maintain Insurance

In connection with the provision of the Services, the Service Integrator must have and maintain insurance for the Agreement Period, valid and enforceable insurance coverage for:

- (i) Public liability
- (ii) either professional indemnity or errors and omissions.
- (iii) workers' compensation as required by law; and
- (iv) any additional types, if any; and
- (v) for <one> year following the expiry or termination of the Agreement, valid and enforceable insurance policies (if relevant).

21.2 Certificates of currency

The Service Integrator must, on request by the Purchaser, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by this Clause 21. The Service Integrator agrees to replace any coverage prior to the date of expiry/cancellation.

21.3 Non-compliance

Purchaser or its nominated agencies may, at its election, terminate this Agreement as per Clause 13, upon the failure of Service Integrator or notification of such failure, to maintain the required insurance coverage. Inadequate insurance coverage for any reason shall not relieve Service Integrator of its obligations under this Agreement.

22. Changes in Cloud Service Offerings

- (i) The Service Integrator shall inform the Purchaser, at least 3 months in advance, about the material changes that the Service Integrator is planning to implement in the Cloud Service being consumed by the Purchaser.
- (ii) The Service Integrator is not allowed to discontinue offering a Cloud Service that is being consumed by the Purchaser, unless it poses a security threat, during the entire duration of the project. If the Cloud Service Offering is being discontinued due to the security threats, the Service Integrator has to first get this Cloud Service Offering de-empaneled from MeitY as per the guidelines specified by MeitY and provide a 3 months' notice to the Purchaser.

23. Transitioning/Exit

- (i) The Service Integrator shall not delete any data at the end of the agreement from the underlying CSP's Cloud environment (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of the Purchaser. The Purchaser shall pay to the Service Integrator

the cost associated with retaining the data beyond 45 days. The associated cost shall be arrived at based on the cost figures indicated in the commercial quote submitted by the Service Integrator.

- (ii) The underlying CSP shall be responsible for providing the tools for import / export of VMs, associated content, data, etc., and the Service Integrator, in consultation with the Purchaser, shall be responsible for preparation of the Exit Management Plan and carrying out the exit management / transition related activities.
- (iii) The Service Integrator shall provide the Purchaser or its nominated agency with a recommended exit management plan ("Exit Management Plan") or transition plan indicating the nature and scope of the underlying CSP's transitioning services. The Exit Management Plan shall deal with the following aspects of the exit management in relation to the Agreement as a whole or the particular service of the Agreement:
 - a. Transition of Managed Services
 - b. Migration from the incumbent Cloud Service Provider's environment to the new environment
- (iv) The Service Integrator is responsible for both transition of the services as well as migration of the VMs, Data, Content and other assets to the new environment.
- (v) The Service Integrator shall carry out the migration of the VMs, data, content and any other assets to the new environment (alternate Cloud Service Provider or Data Centre) identified by the Purchaser to enable successful deployment and running of the Purchaser's solution in the new environment.
- (vi) The format of the data transmitted from the current CSP to the new environment identified by the Department should leverage standard data formats (e.g., OVF, etc.) whenever possible to ease and enhance portability. The format shall be finalized in consultation with the Purchaser.
- (vii) The Service Integrator shall transition Purchaser's solution including retrieval of all data in the formats approved by the Purchaser.
- (viii) The Service Integrator shall ensure that all the documentation required by the Purchaser for smooth transition (in addition to the documentation provided by the underlying Cloud Service Provider) are kept up to date and all such documentation is handed over to the Purchaser during regular intervals as well as during the exit management process.
- (ix) The Service Integrator shall transfer the organizational structure developed during the term to support the delivery of the Exit Management Services. This will include:

- a. Documented and updated functional organization charts, operating level agreements with third party contractors, phone trees, contact lists, and standard operating procedures.
 - b. Physical and logical security processes and tools, including catalogues, badges, keys, documented ownership and access levels for all passwords, and instructions for use and operation of security controls.
- (x) The Service Integrator shall carry out following key activities, including but not limited to, as part of the knowledge transfer:
- a. Preparing documents to explain design and characteristics.
 - b. Carrying out joint operations of key activities or services
 - c. Briefing sessions on processes and documenting processes
 - d. Sharing the logs, etc.
 - e. Briefing sessions on the managed services, the way these are deployed on Cloud and integrated with other services/ environments
 - f. Briefing sessions on the offerings (IaaS/PaaS/SaaS) of the underlying Cloud Service Provider
- (xi) The Service Integrator shall transfer know-how relating to operation and maintenance of the solution, software, Cloud Services, etc.

24. Service Level Agreement

Service Level Agreements (SLAs) are an important way of ensuring that the Service Integrator is meeting the level of service expected by the Purchaser. The Service Level Agreements (SLAs) mentioned in the RFP Vol. 3, SCHEDULE- II shall be applicable to Service Integrator and is part of this Agreement.

25. Suspension

The Service Integrator shall not suspend the right to access or use the Cloud Services without providing a written notice, 30 days in advance, to the Purchaser, unless the use of the Cloud service offerings by the Purchaser poses security risk to the Cloud Services being consumed by the Purchaser.

26. Conflict of Interest

The Service Integrator shall furnish an affirmative statement a`s to the absence of, actual or potential conflict of interest on the part of the Service Integrator or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with the Purchaser. Additionally, such disclosure shall address any / all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Service Integrator to complete the requirements as given in the application document / RFP.

27. Relationship

The Service Integrator is fully responsible for the services performed by it or on its behalf.

- (i) Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the Purchaser and the Service Integrator. No partnership shall be constituted between the Purchaser and the Service Integrator by virtue of this Agreement nor shall either party have powers to make, vary or release their obligations on behalf of the other party or represent that by virtue of this or any other Agreement a partnership has been constituted, or that it has any such power. The Service Integrator shall be fully responsible for the services performed by it or on its behalf.
- (ii) The Service Integrator shall not use the Purchaser's name or any service or proprietary name, mark or logo for promotional purpose without first having obtained the Purchaser's prior written approval.

28. Fraud & Corruption

The Service Integrator shall observe the highest standards of ethics during the performance and execution of the Project.

- (i) The Purchaser shall terminate the Agreement if the Service Integrator has been determined by the Purchaser to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.
- (ii) The following terms apply in this context.
 - a. "Corrupt practice" means offering, giving, receiving or soliciting of anything of value to influence the action of the Purchaser during the tenure of the Project.
 - b. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to the Purchaser, and includes collusive practices designed to establish proposal prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
 - c. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
 - d. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of Project.
 - e. "Collusive practices" means a scheme or arrangement between two or more prospective Service Integrators with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;

29. Applicable Law and Dispute Resolution

The terms and conditions of this Agreement shall at all times be construed in accordance with IT Act and Regulations, Privacy laws and other applicable laws of India thereunder as amended from time to time. All legal disputes are subject to the exclusive jurisdiction of (where Purchaser is located) courts only.

- (i) Any dispute arising out of or in connection with this Agreement or the SLA shall in the first instance be dealt with in accordance with the escalation procedure as set out in the Agreement.
- (ii) In case the escalations do not help in resolution of the problem within 3 weeks (or a duration specified by the Purchaser) of escalation, both the parties should agree on a mediator for communication between the two parties. The process of the mediation would be as follows:
 - a. Aggrieved party should refer the dispute to the identified mediator in writing, with a copy to the other party. Such a reference should contain a description of the nature of the dispute, the quantum in dispute (if any) and the relief or remedy sought suitable.
 - b. The mediator shall use its best endeavors to conclude the mediation within a certain number of days of its appointment.
 - c. If no resolution can be reached through mutual discussion or mediation within 30 days then the matter should be referred to experts for advising on the issue.
- (iii) In case the mediation does not help in resolution and it requires expertise to understand an issue, a neutral panel of 3 experts, agreeable to both parties should be constituted. The process of the expert advisory would be as follows:
 - a. Aggrieved party should write to the other party on the failure of previous alternate dispute resolution processes within the timeframe and requesting for expert advisory. This is to be sent with a copy to the mediator.
 - b. Both parties should thereafter agree on the panel of experts who are well conversant with the issue under dispute.
 - c. The expert panel shall use its best endeavors to provide a neutral position on the issue.
 - d. If no resolution can be reached through the above means within 30 days then the matter should be referred to Arbitration.
- (iv) Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court where the

Purchaser is located in India. The venue and seat of the Arbitration should specifically be laid down in the Agreement.

The provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation (Amendment) Act 2015 or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings (seat and venue) will be placed where the Purchaser is located in India. Arbitration Proceedings shall be held in English Language. Any legal dispute will come under the sole jurisdiction of the State jurisdiction of the Purchaser in India.

30. Trademarks and Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that Service Integrator may, upon completion, use the Project as a reference for credential purpose. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the service levels or the business of the Parties without prior reference to and approval in writing from the other Party. Such approval shall apply to each specific case and relate only to that case.

31. Data Ownership

All the data created as the part of the project shall be owned by Purchaser without any exceptions.

32. Backup

The Service Integrator shall configure, schedule and manage backups of all the data including but not limited to files, folders, images, system state, databases and enterprise applications as per the policy defined by the Purchaser or MeitY.

33. Compliance with IS Security Policy

The Service Integrator shall comply with the Purchaser's IT Policy & IS policy in key concern areas relevant to the Project, details of which will be shared with the finally selected Service Integrator.

IN WITNESS WHEREOF the Parties have by duly authorized Representatives set their respective hands and seal on the date first above written in the presence of:

Witnesses

Signed by

1. For and on behalf of Purchaser (FIRST PARTY)

2.

Name:

Designation:

Signature:

Seal:

1. For and on behalf of Service Integrator (SECOND PARTY)

2.

Name:

Designation:

Signature:

Seal:

34. SCHEDULES

34.1 SCHEDULE I – Governance Schedule

1. Purpose

The purpose of this Governance Schedule is to:

- a) establish and maintain the formal and informal processes for managing the relationship between the Purchaser and the Service Integrator
- b) define the principles that both Parties wish to follow to ensure the delivery of the Services;
- c) ensure the continued alignment of the interests of the Parties;
- d) ensure that the relationship is maintained at the correct level within each Party;
- e) create the flexibility to revise and maintain the relationship and this Agreement during the Term;
- f) set out the procedure for escalating disagreements; and
- g) enable contract administration and performance management.

2. Governance Structure

- a) Project Managers: The relationship under this Agreement will be managed by the Project Managers appointed by each Party, who will provide the interface between the executive management of the respective Parties.
- b) Project Governance Team (PGT) - Within 7 days following the Effective Date, Purchaser or its nominated agencies and the Service Integrator shall each appoint a Project Manager. In the event that either Party wishes to substitute its Project Manager it will do so in manner in which the original appointment is made and notify the other Party of such substitution as soon as reasonably practicable but at the latest within 7 days of the substitution.
- c) The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.
- d) The PGT shall meet formally on a fortnightly / monthly / quarterly, as required, basis at a time and location to be agreed between them. These meetings will cover, as a minimum, the following agenda items: (i) consideration of periodic performance reports; (ii) consideration of matters arising out of the change control; (iii) escalated issues; (iv) matters to be brought before the PGT in accordance with this Agreement; (v) any matter brought before the PGT

by the Service Integrator under this Agreement; and (vi) any other issue which either Party wishes to add to the agenda.

3. Governance Procedures

- a) The Service Integrator shall document the agreed structures in a procedures manual.
- b) The agenda for each meeting of the PGT shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the agreement of the Parties or at the request of either Party. Copies of the agenda for meetings of the PGT, along with relevant pre-reading material, shall be distributed at least one week in advance of the relevant meeting.
- c) All meetings and proceedings will be documented. Such documents shall be distributed to the Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
- d) The Parties shall ensure as far as reasonably practicable that the PGT shall resolve the issues and resolve the objectives placed before them and that members representing that Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.
- e) In order to formally submit a Disputed Matter to the aforesaid for a resolution, one Party ("Claimant") shall give a written notice ("Dispute Notice") to the other Party. The Dispute Notice shall be accompanied by (a) a statement by the Claimant describing the Disputed Matter in reasonable detail and (b) documentation, if any, supporting the Claimant's position on the Disputed Matter.
- f) The other Party ("Respondent") shall have the right to respond to the Dispute Notice within 7 days after receipt of the Dispute Notice. In the event that the parties are unable to resolve the Disputed Matter within a further period of 7 days, it shall refer the Disputed Matter to next level of the dispute resolution for action as per the process mentioned in Clause 1.26.
- g) All negotiations, statements and / or documentation pursuant to these Articles shall be without prejudice and confidential (unless mutually agreed otherwise).

If the Disputed Matter is having a material effect on the operation of the Services (or any of them or part of them), the Parties will use all their respective reasonable endeavors to reduce the elapsed time in reaching a resolution of the Disputed Matter.

34.2 SCHEDULE II – Service Level Agreement

34.2.1. General

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service that shall be provided by the SI to the CAG India and other stakeholders for the duration of the Project Term.

SLAs shall become part of agreement between the CAG India and the SI. SLAs define the terms of the SI's responsibilities in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed performance indicators as detailed in this section. The SI has to comply with service level requirements to ensure adherence to project timelines, quality, functionality and availability of solution.

Penalty shall not be levied in the following cases:

- There is a Force Majeure event affecting the SLA which is beyond the control of the SI.
- The non-compliance to the SLA is due to reasons beyond the control of the SI.

Note: • Theft cases, by default, would not be considered —beyond the control of SI. However, in certain cases, based on circumstances and certain locations, the CAG India may agree to qualify as —beyond the control of SI. The same may be mutually agreed and signed between the SI and the CAG India.

- SI is also required to note that in case of SLA non-compliance considered as —beyond the control of SI, the SI would still need resolve the issue as per resolution SLAs of Critical/ High/ Medium/ Low Priority level incidents.

Definitions

For the purposes of this service level agreement, the following definitions and terms shall have meant as tabulated below:

#	Term	Definition
a.	Uptime	Shall mean the time period for the specified services / components with the specified technical service standards are available to the users. Uptime, in percentage, of any component (Non-IT and IT) can be calculated as: $\text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Scheduled Maintenance Time})]\} * 100$
b.	Downtime	Shall mean the time period for which the specified services / components with specified technical and service standards are not available to the user department and excludes downtime owing to Force Majeure & Reasons beyond control of the SI.

#	Term	Definition
d.	Incident	Refers to any event/abnormalities in the functioning of the Services specified as part of the Scope of Work of the SI that may lead to disruption in normal operations of the system.
e.	Response Time (For Incidents)	Shall mean the time elapsed from the moment an incident is reported in the Helpdesk, over phone or by any applicable mode of communication, to the time when a resource is assigned for the resolution of the same.
f.	Resolution Time (For Incidents)	Shall mean the time taken (after the incident has been reported at the helpdesk) in resolving i.e. diagnosing, troubleshooting and fixing the reported incident
g.	Business hours	10am to 6pm on all days except non-working days
h.	Days	All Working and Non-Working days (365 days in a calendar year)
i.	24*7	Three shifts of 8 hours every day, this is applicable for all seven days of the week without any non-working days
j.	Scheduled Maintenance Time	The time that the System is not in service due to a scheduled activity as defined in this SLA. Further, scheduled maintenance time is planned downtime taken after permission of CAG India.
k.	Scheduled operation time	The scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications will be 24X7X365 (per year).
l.	QAP (Quarterly Amount Payable)	Amount towards Milestone achieved
m.	QHIC (Quarterly Hosting Infrastructure Cost)	Amount towards Hosting Infrastructure Cost

34.2.2. SLA Framework

This section describes the SLA framework for this contract comprising of the following:

- Responsibilities of SI
- Reporting procedures
- Issue management procedures
- Management escalation and contact map

- Measurement of SLA & Penalty

34.2.3. Responsibilities of SI

The responsibilities of SI are:

- SI is responsible for delivering the services described in scope of work as per the service levels detailed in this document.
- Additionally, SI is responsible for:
 - Reporting problems to the CAG India as soon as possible
 - Enable the CAG India to monitor the SLA.
 - Providing early warning of any organizational, functional or technical changes that might affect SI's ability to deliver the services described in the SLA
 - Resolve the production incidents in a timely manner.
- Immediate action will be taken to identify problems and follow up with appropriate action to fix identified and those reported issues as quickly as possible.
- Overall coordination with CAG India for effective implementation

34.2.4. Reporting Procedures

The SI's representative will prepare and submit SLA performance reports in an agreed upon format by the 7th working day of subsequent month of the reporting period. In addition to the monthly report SI is responsible for generating reports as and when required by CAG India. The reports will include —actual versus target SLA performance, a variance analysis and discussion of appropriate issues or significant events.

34.2.5. Issue Management Procedures

- This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event where quick consensus is not reached between CAG India and SI. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at lower management levels.
- Either CAG India or SI may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- CAG India and the SI's representative will determine which committee or executive level should logically be involved in resolution. A chain of management escalation is defined in next section.
- A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- Management of CAG India and SI will develop a temporary, if needed, and the permanent solution for the problem at hand. The SI will then communicate the resolution to all interested parties.
- In the event a significant business issue is still unresolved, the arbitration procedures described in the Contract will be used.

34.2.6. Management Escalation Procedures and Contact Map

- The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lower management level. Implementing this procedure ensures that CAG and SI's management are communicating at the appropriate levels.
- Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.
- Either CAG or SI can initiate the procedure
- The moving party should promptly notify the other party that management escalation will be initiated.
- Escalation will be one level at a time and sequentially.
- Escalation Matrix for Service Support: Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

34.2.7. Measurement of SLA

The SLA metrics specify performance parameters as baseline performance, lower performance, and breach. All SLA calculations will be done on Monthly basis. The SLA also specifies the applicable penalty for lower performance and breach conditions. Payment to the SI is linked to the compliance with the SLA metrics.

The SLA parameters shall be measured as per the individual SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the SI and approved and audited by CAG India for accuracy and reliability.

SI shall provide the necessary tools required to measure the SLA parameters mentioned in this Agreement. The SI shall be generating monthly SLA reports to CAG India. CAG India may appoint a Third-party Agency to audit the performance, accuracy and integrity of the tools generating SLA data and also review the monthly SLA reports for SLA penalty computation. The CAG India shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit/revision of the SLA parameters. The SLAs defined, shall be reviewed by the CAG India on an annual basis after consulting the SI, Project Management Consultants if any, and other experts. All the changes would be made by the CAG India post consultation with the SI and might include some corrections to reduce undue relaxation in Service levels or some corrections to avoid unrealistic imposition of penalty, which are noticed after project has gone live.

Total penalty to be levied on the SI shall be capped at 10% of the contract value. The CAG India would have right to invoke termination clause of the contract in case the overall penalty equals or exceeds 10% of contract value. If SLA penalty calculations exceed 15% of the quarterly payment for two consecutive quarters or 25% in any quarter, then CAG India may take appropriate action including termination of the contract and invoking the Performance Bank Guarantee.

34.2.8. Categories of SLA

Category	SLAs
Key Milestones	Attainment of key milestones on a timely basis
Hosting	Availability of Regular Reports
	Availability of all cloud services (based on revised Bill of Quantity submitted monthly by SI)
	Recovery Time Objective (RTO)
	Recovery Point Objective (RPO)
Manpower Deployment	Replacement/ Non-Availability of Acceptable Resource (Applicable for deployed resources at onsite)
Helpdesk	Helpdesk Incident Response Time
	Helpdesk Incident Resolution Time
	Helpdesk Re-opened Incidents
Miscellaneous	Project Management Report

34.2.8.1 Category-I: Key Milestones

Definition	Details
Service Level Requirement	Achievement of key milestones on-time on or before the deadline as mentioned in the contract without delay.
Measurement of Service Level Parameter	To be measured in number of weeks of delay (or part thereof) from the timelines mentioned in the subsection titled —Implementation approach and Plan
Penalty for Non-achievement of SLA Requirement	Any delay in the delivery of the project milestones would attract a Penalty of 0.5% of the contract value per week (or part thereof) from the due date.

34.2.8.2 Category-II: Hosting*a. Availability of Regular Reports*

Definition	Details
Service Level Requirement	Availability of Regular Reports (Cloud Services Consumption, Monitoring, Security, & Project Progress) indicating the compliance to the Requirements
Measurement of Service Level Parameter	Regular reports should be submitted to the CAG India within 5 working days from the end of the month over email/ hardcopy submission.
Penalty for Non-achievement of SLA	Penalty as indicated below (per occurrence): <ul style="list-style-type: none"> • <11 working days to >= 6 working days – 0.25% of QHIC (Quarterly Hosting Infrastructure Cost) • <16 working days to >= 11 working days – 0.5% of QHIC (Quarterly Hosting Infrastructure Cost) • For the delay beyond 15 days - 1% of the QHIC (Quarterly Hosting Infrastructure Cost)
Requirement	Hosting Infrastructure Cost <ul style="list-style-type: none"> • <16 working days to >= 11 working days – 0.5% of QHIC (Quarterly Hosting Infrastructure Cost) • For the delay beyond 15 days - 1% of the QHIC (Quarterly Hosting Infrastructure Cost)

b. Availability of all cloud services

Definition	Details
Service Level Requirement	Availability be measured for each of the underlying components in both DC and DRC of OCI.

Definition	Details
Service Level Requirement	Availability be measured for each of the underlying components (e.g. VM, Storage, Database, Network, OS, LB, Security Components and other OCI components) provisioned in the cloud. Measured with the help of SLA reports provided by CSP
Measurement of Service Level Parameter	Availability for each of the provisioned resources should be more than 99.5%
Penalty for Non-achievement of SLA Requirement	<ul style="list-style-type: none"> • $\geq 99.5\%$: No Penalty • For every 1% drop (or part thereof) below 99.5%, 0.25% of QHIC (Quarterly Hosting Infrastructure Cost) per component <p>Note: In case the services are not available for a continuous period of 8 hours on any calendar day, penalty shall be 100% of the QHIC (Quarterly Hosting Infrastructure Cost) of the project.</p>

c. Recovery Time Objective (RTO)

Definition	Details
Service Level Requirement	Measured during the regular planned or unplanned (outage) changeover from DC to DR or vice versa
Measurement of Service Level Parameter	RTO as defined in RFP
Penalty for Non-achievement of SLA Requirement	•0.5% of QHIC (Quarterly Hosting Infrastructure Cost) every additional 1 (one) hour of downtime

d. Recovery Point Objective (RPO)

Definition	Details
Service Level Requirement	Measured during the regular planned or unplanned (outage) changeover from DC to DR or vice versa
Measurement of Service Level Parameter	RPO as defined in RFP
Penalty for Non-achievement of SLA Requirement	<ul style="list-style-type: none"> 1% of QHIC (Quarterly Hosting Infrastructure Cost) per every additional 1 (one) hour of data loss

e. Security breach including Data Theft/Loss/Corruption /Malware Attack/Ransomware/ Denial of Service Attack/ Intrusion or defacement.

Definition	Details
Service Level Requirement	Any incident wherein system including all cloud-based services and components are compromised or any case wherein data theft occurs (includes incidents pertaining to SI only)
Measurement of Service Level Parameter	This penalty is applicable per incident. For each breach/data theft, penalty will be levied as per following criteria.

Definition	Details
Penalty for Non-achievement of SLA Requirement	<p>For each breach/data theft, penalty will be levied as per following criteria.</p> <ul style="list-style-type: none"> • Severity 1 - Penalty of Rs 15 Lakh per incident • Severity 2 - Penalty of Rs 10 Lakh per incident • Severity 3 - Penalty of Rs 5 Lakh per incident <p>These penalties will not be part of overall SLA penalties cap per month.</p> <p>In case of serious breach of security wherein the data is stolen or corrupted, CAG India reserves the right to terminate the contract and proceed with the legal action with the Jurisdiction district court, Raipur.</p> <p>For the purpose of this service level, the definition of severity is described as follows:</p> <p>Severity 1: Environment is down, or major malfunction resulting in an inoperative condition or disrupts critical business functions and requires immediate attention. A significant number of end users (includes public users) are unable to reasonably perform their normal activities as essential functions and critical programs are either not working or are not available.</p> <p>Severity 2: Loss of performance resulting in users (includes public users) being unable to perform their normal activities as essential functions and critical programs are partially available or severely restricted. Inconvenient workaround or no workaround exists. The environment is usable but severely limited.</p> <p>Severity 3: Moderate loss of performance resulting in multiple users (includes public users) impacted in their normal functions.</p>

34.2.8.3 Category-III: Manpower

- a. *Replacement/ Non-Availability of Acceptable Resource (Applicable for Key Manpower Personnel)*

Definition	Details
Service Level Requirement	At all times the SI should have required resource deployed on the project as per the requirements of RFP

Definition	Details
Measurement of Service Level Parameter	In case SI is not able to provide proposed resource or approved replacement of resource in a timely manner. Upon replacement of resource, the number of days for which a position remains vacant due to unavailability of resource acceptable to CAG India.
Penalty for Non-achievement of SLA Requirement	<ul style="list-style-type: none"> • Delay in deployment of resources: INR 1,00,00 per resource per week (or part thereof) • Non-availability on working days without CAG India approval: INR 5,000 per resource per day.

34.2.8.4 Category-IV: Helpdesk

a. Helpdesk Incident Response Time

Definition	Details
Service Level Requirement	95% of the tickets must be responded to within 30 minutes of receipt during office working hours ¹ .
Measurement of Service Level Parameter	<p>Percentage of incidents acknowledge and respond once a ticket/incident is logged through any of the agreed channels. This is calculated for all tickets/incidents reported within the reporting quarter.</p> <p>For purpose of calculation, the percentage will be rounded-off.</p>
Penalty for Non-achievement of SLA Requirement	<ul style="list-style-type: none"> • $\geq 95\%$: No Penalty • $< 95\%$: 1% of QAP per one-percentage drop below the target of 95%

¹ For SLA calculation, all ticket resolution and responses will be calculated within working hours service window.

b. Helpdesk Incident Resolution Time

Definition	Details
Service Level Requirement	100% of the incidents should be resolved within prescribed time limit of problem reporting
Measurement of Service Level Parameter	Shall mean the time taken (after the incident has been reported at the IT helpdesk) in resolving i.e. diagnosing, troubleshooting and fixing the reported incident.
Penalty for Non-achievement of SLA Requirement per incident	<p>Severity 1 (High)</p> <ul style="list-style-type: none"> • <=8 hours (No delay): No Penalty • >8 hours: For each 30 minutes of delay, 0.1% of QAP <p>Severity 2 (Medium)</p> <ul style="list-style-type: none"> • <=16 hours (No delay): No Penalty • >16 hours: For each 2 hours of delay, 0.05% of QAP <p>L1 – Severity 3 (Low)</p> <ul style="list-style-type: none"> • <=24 hours (No delay): No Penalty • >24 hours: For each 8 hours of delay, 0.03% of QAP

c. Helpdesk Re-opened Incidents

Definition	Details
Service Level Requirement	For all incidents which are designated resolved by the SI, but are reopened by the client. This is calculated for all incidents reported within the quarter.
Measurement of Service Level Parameter	For purpose of calculation, the percentage will be rounded-off.
Penalty for Non-achievement of SLA Requirement	<ul style="list-style-type: none"> • <=2%: No Penalty • >2%: 1% of QAP per one-percentage drop below the target of 2%

34.2.8.5 Category-V: Miscellaneous*a. Project Management Report*

Definition	Details
Service Level Requirement	<p>Till go-live, the monthly reports are required to be submitted by the SI. After go-live, the O&M reports are required to be submitted by the SI. These reports should be submitted within prescribed time-limit as follows:</p> <ul style="list-style-type: none"> • On or before the 7th of next month (Monthly Report) • On or before the 15th of next month (Quarterly Report)
Measurement of Service Level Parameter	For purpose of calculation, the percentage will be rounded-off.
Penalty for Non-achievement of SLA Requirement	<ul style="list-style-type: none"> • Monthly Reports: Rs. 50,000 (Fifty thousand) per incident of delay per week (or part thereof) • Quarterly Reports: Rs. 1,00,000 (One-Lakh) per incident of delay per week (or part thereof)

34.3 SCHEDULE III – Change Control Schedule

This Schedule describes the procedure to be followed in the event of any proposed change to the Master Service Agreement (“MSA”), Project Execution Phase, SLA and Scope of Work. Such change shall include, but shall not be limited to, changes in the scope of services provided by the Service Integrator and changes to the terms of payment.

The Purchaser and Service Integrator recognize that change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The Service Integrator will endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment and Purchaser or its nominated agencies will work with the Service Integrator to ensure that all changes are discussed and managed in a constructive manner. This Change Control Schedule sets out the provisions which will apply to all the changes to this agreement. Change Management Process

A. Change Control Note ("CCN")

- (i) Change requests in respect of the MSA, the Project Execution, the operation, the SLA or Scope of work will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will complete Part A of the CCN attached as Annexure A hereto. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN.
- (ii) The Service Integrator and the Purchaser or its nominated agencies, during the Project Execution Phase and the Purchaser or its nominated agencies during the Operations and Management Phase and while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and is suggested and applicable.
- (iii) It is hereby also clarified here that any change of control suggested beyond 25 % of the value of this Project will be beyond the scope of the change control process and will be considered as the subject matter for a separate bid process and a separate contract. It is hereby clarified that the 25% of the value of the Project as stated in herein above is calculated on the basis of bid value submitted by the Service Integrator and accepted by the Purchaser or its nominated agencies or as decided and approved by Purchaser or its Nominated Agencies. For arriving at the cost / rate for change up to 25% of the project value, the rates submitted in the Financial Proposal shall be considered.

B. Quotation

- (i) The Service Integrator shall assess the CCN and complete Part B of the CC. In completing the Part B of the CCN, the Service Integrator shall provide as a minimum:
 - a) a description of the change
 - b) a list of deliverables required for executing the change;
 - c) a timetable for execution;
 - d) an estimate of any proposed change
 - e) any relevant acceptance criteria
 - f) an assessment of the value of the proposed change;
 - g) material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work
- (ii) Prior to submission of the completed CCN to the Purchaser, or its nominated agencies, the Service Integrator will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the Service Integrator shall consider the materiality of the proposed change in the context of the MSA and the Project Execution affected by the change and the total effect that may arise from execution of the change.

C. Costs

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the Service Integrator meets the obligations as set in the CCN. In the event the Service Integrator is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the Service Integrator.

D. Obligations

The Service Integrator shall be obliged to execute any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for execution and within an agreed timeframe. The Service Integrator will not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact. The cost associated with any service/software/hardware/licenses should not exceed the price quoted in the Service Integrator's proposal.

34.4 SCHEDULE IV – Exit Management

1. PURPOSE

- a) This Schedule sets out the provisions which will apply six (6) months prior to expiry of the Term of the Agreement or from the effective date of termination of the Agreement. In the case of termination of any part of the Agreement or Services, the provisions of this schedule shall, mutatis mutandis, apply to the part of Agreement or Services terminated.
- b) In this Schedule, the term ‘Replacement SI’ shall mean any third party that CAG or its nominated agencies appoint to replace the SI upon expiry of the Term or earlier termination of this Agreement to undertake the Services or part thereof.
- c) The SI shall ensure that they carry out their respective obligations set out in this Exit Management Schedule.

2. CONTINUATION OF PROJECT

- a) In case of the Agreement being terminated by CAG, CAG reserves the right to ask the SI to continue running the project operations for a period of 6 months after termination orders are issued and the SI shall be obliged to provide such services for such period without any additional cost and expense to CAG and without any impediment in the quality of services (measured against the target service levels defined in the Service Level Agreement).
- b) The SI will pass on to CAG and/or to the Replacement SI, the subsisting rights in any licensed products on terms not less favourable to CAG/ the Replacement SI, than that enjoyed by the SI.

3. COOPERATION AND PROVISION OF INFORMATION

- a) During the exit management period:
 - i. The SI will allow CAG or its nominated agency access to information reasonably required to define the current mode of operation associated with the provision of the Services to enable CAG to assess the existing services being delivered;
 - ii. The SI, on reasonable request by CAG, shall promptly provide access to and copies (hard and soft copies as deemed necessary by CAG) of all information held or controlled by the SI which it has prepared or maintained in accordance with this Agreement relating to any material aspect of the Services (whether provided by the previous SI, the SI or Other Applicable Agencies appointed by the SI). CAG shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The SI shall permit CAG and/or its nominated agencies to have reasonable access to the employees engaged for providing services and facilities as reasonably required by CAG to understand the methods of delivery of the services employed by the SI and to assist appropriate knowledge transfer.
- b) During the exit management period, the Replacement SI shall publish detailed exit management plan covering entire gamut of IT/ Non-IT services and submit periodic reports on

the progress of the transition with CAG and the SI. The SI shall ensure that any issues and gaps highlighted in such reports shall be resolved to the satisfaction of CAG.

4. CONFIDENTIAL INFORMATION, SECURITY AND DATA

- a) The SI will promptly on the commencement of the exit management period supply to CAG or its nominated agency the following:
 - i. information relating to the current services rendered and customer and performance data relating to the performance of agencies in relation to the services;
 - ii. documentation relating to Project's Intellectual Property Rights;
 - iii. all current and updated data as is reasonably required for purposes of CAG or its nominated agencies transitioning the services to its Replacement SI in a readily available format nominated by CAG and/or its nominated agency;
 - iv. all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable CAG or its nominated agencies, or its Replacement SI to carry out due diligence in order to transition the provision of the Services to CAG or its nominated agencies, or its Replacement SI (as the case may be).
- b) Before the expiry of the exit management period, the SI shall deliver to CAG or its nominated agency all new or up-dated materials from the categories set out above (or any other information and data requested by CAG and shall not retain any copies thereof, except that the SI may be permitted to retain one copy of such materials for archival purposes only as approved by CAG.
- c) On completion of the exit management period, the SI shall delete all confidential information and data from the SI's system and provide a certificate to CAG stating the completion of deletion of all such data and information.

5. EMPLOYEES

Promptly, on reasonable request at any time during the exit management period, the SI shall, subject to Applicable Laws, restraints and regulations (including in particular those relating to privacy) provide to CAG or its nominated agency a list of all employees (with job titles and contact information) of the SI providing the services at the commencement of the exit management period.

6. TRANSFER OF CERTAIN AGREEMENTS

On request by CAG or its nominated agency the SI shall effect such assignments, transfers, licences and sub-licences as CAG may require in favour of CAG or its nominated agencies or its Replacement SI in relation to any equipment lease, maintenance or service provision agreement between the SI and third party lessors, SIs, and which are related to the services Page and reasonably necessary for the carrying out of replacement services by CAG or its nominated agency or its Replacement SI.

7. RIGHTS OF ACCESS TO PREMISES

- a) The SI shall also give CAG or its nominated agency or its nominated agencies, or any Replacement SI right of reasonable access to the SI's premises and shall procure CAG or its nominated agency and any Replacement SI rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the Agreement

as is reasonably necessary to migrate the services to CAG or its nominated agency, or a Replacement SI.

8. GENERAL OBLIGATIONS OF THE SI

a) The SI shall provide all such information as may reasonably be necessary to effect as seamless handover as practicable in the circumstances to CAG or its nominated agency or its Replacement SI and which the SI has in its possession or control at any time during the exit management period.

b) For the purposes of this Schedule, anything in the possession or control of any SI, associated entity, or applicable agencies is deemed to be in the possession or control of the SI.

The SI shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

Following are the responsibility of the SI during Exit Management: -

- a) The SI shall provide to CAG or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the Agreement as a whole and in relation to the various phases of the Project:
- o a detailed program of the transfer process that could be used in conjunction with a Replacement SI including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - o plans for the communication with such of the SI's applicable agencies, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on CAG operations as a result of undertaking the transfer;
 - o The SI shall re-draft the Exit Management Plan every six (6) months thereafter to ensure that it is kept relevant and up to date.
 - o Each Exit Management Plan shall be presented by the SI to and approved by CAG or its nominated agencies.
- b) During the exit management period, the SI shall use its best efforts to deliver the services.
- c) In the event of termination of the Agreement/ Services or any part thereof, or 6 months prior to expiry of the Term of the Agreement, each Party shall comply with the Exit Management Plan envisaged in this Schedule.
- d) The tentative scope of Exit Management is presented as under:
- e) Assist the Department in migrating the VMs, data etc., and should ensure destruction of data.
- f) Migration of the VMs, data, content and any other assets to the new environment or on alternate CSP's offerings and ensuring successful deployment and running of the AGO'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 CAG supplied industry standard media.
- g) The format of the data transmitted from the CSP to the AGO should leverage standard data formats (e.g., OVF, VHD...) whenever possible to ease and enhance portability.

- h) The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with CAG.
- i) Ensure that all the documentation required for smooth transition including configuration documents are kept up to date.
- j) Ensure that the CSP does not delete any data at the end of the contract (for a minimum of 45 days beyond the expiry of the contract) without the express approval of the CAG. If data is to be retained the cost for retaining the data may be obtained in the commercial quote.
- k) Once exit process is completed, remove the data, content and other assets from the cloud environment and destroy the VM, content and data of the CAG as per stipulations & shall ensure that data cannot be forensically recovered.
- l) Carry out the migration of the VMs, data, content and any other assets to the new environment created by the CAG or any other Agency (on behalf of the Department) on alternate CSP's offerings to enable successful deployment and running of the solution on the new infrastructure.
- m) Address and rectify the problems with respect to migration of the application and related IT infrastructure during the transition.
- n) Ensure that all the documentation required by the CAG for smooth transition (in addition to the documentation provided by the CSP) are kept up to date and all such documentation is handed over to the CAG during regular intervals as well as during the exit management process.
- o) Support and assist the CAG for a period of 3 months so that CAG can successfully deploy and access the services from the new environment. Train and transfer the knowledge to the Replacement Agency to ensure similar continuity and performance of the Services post expiry of the contract.

34.5 SCHEDULE V – Terms of Payment Schedule

Payment Terms

- a. The Invoice will be generated & submitted after CAG approval of every Milestone. If all things are verified within the norms, CAG will endeavor to expedite the payment within 30 days after submission of Invoice.
- b. All payments agreed to be made by CAG to the SI in accordance with the Bid shall be inclusive of all, statutory levies, duties, taxes and other charges whenever levied/ applicable including costs of maintenance, if any and CAG shall not be liable to pay any such levies/ other charges under or in relation to this Contract and/ or the Services.
- c. No invoice on account of change order will be submitted by the selected bidder unless the said extra work/ change order has been authorized/approved by CAG in writing.
- d. The payment shall be made to the SI after deduction of all applicable penalties, taxes, etc.
- e. In case of any changes by Government in taxes, then actual taxes on the date of billing would prevail.
- f. All costs, damages or expenses, which CAG, may have paid or incurred, for which under the provisions of the Contract, the SI is liable, and CAG shall deduct the same from any dues to the SI. All payments to the SI shall be made after making necessary deductions as per terms of the Contract.
- g. For Products and/ or Services supplied from outside INDIA, the SI shall be entirely responsible for all taxes, custom/stamp duties, license fees, and other such levies, payable in INDIA.
- h. For Products and/ or Services supplied locally, the SI shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Products or Services to CAG.
- i. For the cloud hosting charges, SI shall quote an estimated monthly charge. The payments from CAG shall be made on actual basis as per the invoice of the Cloud Service Provider but capped at the estimated monthly charge quoted by the bidder for such cloud/ hosting charges as well as managed services. No cost escalation will be accepted by CAG in this regard during the duration of the contract. The bidder is expected to consider industry best practices to optimize the hosting charges thus reducing CAG total cost of ownership.
- j. The bidder is expected to account for all services/ commission and hosting of the application in cloud/ software/ hosting required to make the implementation successful as part of total contract value.
- k. CAG reserve the right to increase or decrease the no. of resources / other items quantity at the time of Agreement or during the project.
- l. Comprehensive Warranty including back-to-back OEM enterprise level annual technical support will become effective from the date of completion of Phase 1 and will remain applicable for the entire duration of the contract along with any extension period.

Payment Schedule

Total payment to be made to SI pursuant to the project will be Rs. XXXX also known as the Agreement value.

a) **General**

<<To be filled up as per 'Payment Schedule' defined in Volume 1 of the RFP after the finalization of the bidder>>

- b) Payment shall be made in accordance with the Payment Schedule mentioned in Volume 1 of the RFP.

Notes: The fee amount will be equal to the amount specified in the Commercial proposal. The payments, which are linked to acceptance of the deliverables, will be released to SI only on satisfactory acceptance of the deliverables for each Service.

- c) The Parties hereto expressly agree that CAG shall have the right to require supply of goods and solutions by SI, and the SI shall be obligated to supply such goods and solutions, in accordance with specific instructions placed by CAG in each Purchase Order ("Purchase Order"). The fee payable for such goods and solutions supplied by SI shall be paid in accordance with the payment schedule mentioned above. Provided however, that each of such payments shall be pursuant to SI, meeting the time schedules prescribed in this Agreement.
- d) Each of the Services, as specified in the Scope of Work, to be rendered by the SI under the terms of this Agreement, shall be provided in a phased manner in accordance with the instructions and requirements of CAG, as notified to SI in Writing ("Phased Services"). The fee payable for Services as specified in the Purchase orders shall be paid in accordance with the payment schedule mentioned herein above:
- i. Provided that CAG shall have the right to require phased deployment of Services and personnel required for performance of such Services, and SI shall ensure commissioning of such Services and deployment of the required personnel in accordance with such instructions of CAG.
 - ii. Provided that CAG shall only be obliged to make any such payments as specified in this Clause, provided that the independent third-party auditor appointed in accordance with the Service Level Agreement between CAG and SI auditing the Services commissioned and certifying the same as satisfactory.
- e) Prices as mentioned in the Commercial Proposal shall remain firm and shall not be subject to any upward revision on any account whatsoever throughout the Term.
- f) **Payments in event of the expiry of this Agreement**
- (i) In the event of the expiry of this Agreement, the CAG shall retain the Performance Bank Guarantee till its validity period. During this period the Performance Bank Guarantee will be released provided CAG accepts the satisfactory handing over procedure as stated in Exit Management Schedule and has been duly complied with. In the event that the compliance is not completed, the Performance Bank Guarantee shall be invoked and the amount forfeited.
 - (ii) CAG will not pay any costs of System Integrator's conduct of business.

(iii) There will be no payments by CAG to SI to compensate for loss of business or wrong calculations in the work with CAG.

g) Payments in event of the termination of this Agreement

In the event of termination for any reason whatsoever the bidder shall be paid for all the goods delivered/services rendered and accepted by CAG till the effective date of termination.

Format For Performance Bank Guarantee

[The Performance Guarantee should be issued by the nationalized/scheduled bank having an operational branch in the New Delhi.]

Date: _____

Bank Guarantee No.: _____

To,

**The Director,
Comptroller and Auditor General of India,
Pocket-9, Deen Dayal Upadhyaya Marg,
New Delhi-110124**

WHEREAS _____ (name of firm (hereinafter called 'SI') has undertaken, in pursuance the RFP No. _____, Dated _____ of Director, Comptroller and Auditor General of India (hereinafter called the 'CAG') to provide services to Migrate/ Upgrade, Operate and Maintain VLC Infrastructure AND WHEREAS in terms of the tender conditions the SI is required to furnish to the CAG a Bank Guarantee for a sum of ₹ _____ (Rupees _____) as Performance Bank Guarantee against the SI's offer aforesaid.

AND WHEREAS we, _____ Bank, _____ branch, have at the request of the SI agreed to give to the CAG this guarantee as hereinafter contained.

And whereas we, a banking company incorporated and having its head/registered office at <Address> and having one of its office at <Address> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total of ₹ <Insert amount> and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of ₹ <Insert amount> as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This Guarantee shall be valid until <Insert Time>

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed ₹ <Insert amount>
2. This bank guarantee shall be valid up to <insert period>
3. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <insert time period> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

(Name, Designation, Address, Seal, Date)

35. ANNEXURES

35.1 ANNEXURE A - Format for Change Control Notice

Change Control Note		CCN Number:
Part A: Initiation		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
Details of Proposed Change		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorized by Purchaser	Date:	
Name:		
Signature:	Date:	
Received by the IA		
Name:		
Signature:		
Change Control Note		CCN Number:
Part B : Evaluation		
(Identify any attachments as B1, B2, and B3 etc.)		
Changes to Services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.		
Brief Description of Solution:		
Impact:		

Deliverables:

Timetable:

Charges for Implementation: (including a schedule of payments)
--

Other Relevant Information: (including value-added and acceptance criteria)

Authorised by the Implementation Agency	Date:
Name:	
Signature:	

Change Control Note	CCN Number :
Part C : Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved	

Rejected Requires Further Information (as follows, or as Attachment 1 etc.)	
For CAG India	For the Implementation Agency
Signature	Signature
Name	Name

Title	Title
Date	Date

35.2 ANNEXURE B: Scope of Work to be delivered by SI.

<<The entire Scope of Work as mentioned in Vol. 2– To be filled upon finalization of the successful bidder.>>

35.3 ANNEXURE C: Technical Compliance

<< Bid Proposal submitted by SI. The Bid proposal shall include all the documents submitted by successful bidder as part of technical compliance - To be filled up after the finalization of the bidder>>

35.4 ANNEXURE D: Bill of Material (with Cost break-up)

1. Detailed Bill of Materials (along with technical specifications) with Complete Break-up of Costs and Pricing for Different Items as submitted by successful bidder as part of commercial proposal

<<To be filled up after the finalization of the bidder>>

36. Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made and entered into ____ day of, 2024 at _____, India.

BETWEEN

TBD having its office at _____ (hereinafter referred to as CAG India) AND, having its office at _____ (hereinafter referred to as 'SI')

Each of the parties mentioned above are collectively referred to as the '*Parties*' and individually as a '*Party*'.

WHEREAS:

1. Purchaser is desirous to implement the project of -----.
2. The Purchaser and Implementation Agency have entered into a Master Services Agreement dated <***> (the '*MSA*') as well as a Service Level Agreement dated <***> (the '*SLA*') in furtherance of the Project.
3. Whereas in pursuing the Project (the '*Business Purpose*'), a Party ('Disclosing Party') recognizes that they will disclose certain Confidential Information (*as defined hereinafter*) to the other Party ('Receiving Party').
4. Whereas such Confidential Information (*as defined hereinafter*) belongs to Receiving Party as the case may be and is being transferred to the Disclosing Party to be used only for the Business Purpose and hence there is a need to protect such information from unauthorized use and disclosure.

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

1. Definitions. As used herein:

- (a) The term —Confidential Information shall include, without limitation, all information and materials, furnished by CAG India to SI in connection with corporates/citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the CAG India's data, computer database, products and/or services. Confidential Information shall also include results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by SI in

connection with the CAG India's or any government department's information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force.

- (b) The term, —CAG India shall include the officers, employees, agents, consultants, other applicable agencies and representatives of CAG India and its assigns and successors.
- (c) The term, —SI shall include the directors, officers, employees, agents, consultants, other applicable agencies and representatives of SI, including its applicable affiliates, subsidiary companies and permitted assigns and successors.

2. Protection of Confidential Information. With respect to any Confidential Information disclosed to SI or to which SI has access, SI agrees that it shall:

- (a) Use the Confidential Information only for accomplishment of the services to be performed under the Contract and in accordance with the terms and conditions contained herein;
- (b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event takes less care than it takes to protect the confidentiality of its own proprietary and confidential information and that of its clients;
- (c) Not make or retain copy of any Confidential Information CAG India except as necessary, under prior written permission from CAG India, in connection with the services to be performed under the Contract, and ensure that any such copy is immediately returned to CAG India even without express demand from CAG India to do so;
- (d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any person or entity without the express written consent of CAG India except as provided in clause 6 below; and
- (e) Return to CAG India, or destroy, at CAG India's direction, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of:
 - (i) expiration or termination of the Contract, or
 - (ii) on request of CAG India.
- (f) Not discuss with any member of public, media, press or any other person about the nature of arrangement entered between CAG India and SI or the nature of services to be provided by the SI to the CAG India.

3. Onus. SI shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the exceptions provided in clause 4 below.

4. Exceptions. The obligations of confidentiality as mentioned in this Agreement shall not apply to any information:

- (a) Which has become generally available to the public without breach of this Agreement by SI; or
- (b) Which at the time of disclosure to SI was known to SI free of confidentiality restriction as evidenced by documentation in SI's possession; or

- (c) Which CAG India agrees in writing is free of such confidentiality restrictions
- (d) Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the discloser of such legal and regulatory requirement to disclose so as to allow the discloser reasonable opportunity to contest such disclosure.

5. **Remedies.** SI acknowledges and agrees that (a) any actual or threatened unauthorized disclosure or use of the Confidential Information by SI would be a breach of this Agreement and may cause immediate and irreparable harm to CAG India; (b) SI damages from such unauthorized disclosure or use may be impossible to measure accurately and injury sustained by CAG India may be impossible to calculate and remedy fully. SI acknowledges that in the event of such a breach, CAG India shall be entitled to specific performance by

SI of SI's obligations contained in this Agreement. SI shall indemnify, save, hold harmless and defend CAG India promptly upon demand and at its expense, any time and from time to time, from and against any and all suits, proceedings, actions, demands, losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, —Losses) to which CAG India may become subject, in so far as such Losses arise out of, in any way relate to, or result from breach of obligations under this Agreement

- 6. **Need to Know.** SI shall restrict disclosure of Confidential Information to its employees and/or consultants who have a need to know such information for accomplishment of services under the Contract provided such employees and/or consultants have agreed to abide by the terms and conditions of this Agreement and agree that they shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of CAG India.
- 7. **Intellectual Property Rights Protection.** No license to SI, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to SI.
- 8. **No Conflict.** The parties represent and warrant that the performance of their obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
- 9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
- 10. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to submit to the exclusive jurisdiction of Courts and/or Forums situated at Raipur/Bilaspur, Chhattisgarh.
- 11. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.

- 12. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
- 13. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 14. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
- 15. **Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 16. **Survival.** SI agrees that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement and obligations of indemnity shall survive for a period of 5 years after any expiration or termination of the Contract.
- 17. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years SI shall not solicit or attempt to solicit CAG India’s employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to CAG India with any employee and/or consultant of the CAG India who has knowledge of the Confidential Information, without the prior written consent of CAG India. This section will survive irrespective of the fact whether there exists a commercial relationship between SI and CAG India.
- 18. **Term.** This Agreement shall come into force on the date first written above and, subject to aforesaid clause 16, shall remain valid up to expiry or termination of the Contract.

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

For CAG India.....,

For

Name:

Name:

Title:.....

Title:

WITNESSES:

WITNESSES:

1.

2.

----- End of Document -----