

NATIONAL INFORMATICS CENTRE SERVICES INCORPORATED (NICSI)



**REQUEST FOR EMPANELMENT**

**MANAGED SERVICE PROVIDER (MSP) - RATE**

**FOR PROVISIONING OF APM SERVICE**

**NICSI /MSP for APM Services /2025/08**

**NATIONAL INFORMATICS CENTRE SERVICES INCORPORATED (NICSI)  
6TH FLOOR, NBCC TOWER,15 BHIKAJI CAMA PLACE, NEWDELHI-110066.  
TEL-22900525, 534/35, FAX-26105212**

## 1. Summary Sheet

Name of Organization	National Informatics Centre Services Inc. (NICS)
Tender Type	Open
Tender Category	Goods and Services
Location (Work/Services/Items/As per tender document)	As per tender document
Period of Contract	<ul style="list-style-type: none"><li>• Three years from the date of the acceptance of the Award of the Contract</li><li>• Extendable by a period of up to one year on mutual consent on existing rates and terms and conditions</li></ul>
Submission of pre-Bid queries	The queries submitted a day prior to the pre-Bid meeting would be considered. However, the formal response to any query would be that published on the said portal.
Number of packets	Two-packet online Bid, as under: a) Packet-1: Technical Bid b) Packet-2: Financial Bid
Resubmission of Bid	Bid may be resubmitted before the last date and time for submission of the Bid.
Address for Communication	Tender Process Section, NICS, 1st FLOOR, NBCC TOWER, 15, BHICAJI CAMA PLACE, NEW DELHI – 110066 Email: tender-nicsi@nic.in

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## 2. Abbreviations

S. No.	Acronym	Description
1.	ABG	Advance Bank Guarantee
2.	AMC	Annual Maintenance Contract
3.	API	Application Programming Interface
4.	APM	Application Performance Monitoring
5.	OEM	Original Equipment Manufacturer
6.	CPPP	Central Public Procurement Portal
7.	RCA	Root Cause Analysis
8.	TEC	Technical Evaluation Committee
9.	FEC	Financial Evaluation Committee
10.	EMD	Earnest Money Deposit
11.	PBG	Performance Bank Guarantee
12.	RFE	Request for Empanelment

## 3. Definitions

S. No.	Term	Definition
1	Auditor	Auditor shall mean the Statutory Auditor of a company/ bidder.
2	Authorized Signatory	“Authorized signatory” or signer is a person who's been given the right to sign documents on behalf of the authorizing organization.
3	Bidder	The “Bidder” shall mean the Organization on whose behalf the tender response has been submitted.
4	Purchaser	The organization publishing the RFE, i.e. NICS. The term purchaser and NICS is being used interchangeably throughout this document.
5	Bid	The bidding process and the proposal submitted by the selected Bidder for this RFE, including any clarifications and amendments submitted by the Bidder in response to any request made by the Purchaser in this connection.

S. No.	Term	Definition
6	Business Day	“Business Day” means any day that is not a Sunday, or a Holiday declared by Purchaser and/or Government of India.
7	Confidential Information	“Confidential Information” means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information including any such information that may come to the knowledge of the Parties hereto BIDDER / CONSORTIUM PARTNER by virtue of this Contract that is by its nature confidential or by the circumstances in which it is disclosed confidential; or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this.
8	Contract/ Agreement	The contract or agreement entered into between the Selected Bidder and the Purchaser.
9	Document	“Document” means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer-generated micro fiche.
10	Letter of Acceptance	The formal acceptance submitted by the Selected Bidder to the Purchaser against the notification of the award of contract.
11	Managed Service Provider (MSP)	The Bidder with whom the Purchaser enters into the Contract.
12	System Integrator (SI)	The SI Bidder with whom the Purchaser enters into the Contract.
13	Net worth (Consolidated)	The value computed by deducting the total liabilities from the total assets that are owned by an individual/company.
14	User	User department submitting the request for APM service

## 4. Introduction

### 4.1. About NIC and NICS

1. National Informatics Centre (NIC) was established in 1976. Since then, NIC has emerged as a "prime builder" of e-Governance or Digital Governance up to the grassroots level. NIC provides nationwide common ICT infrastructure to support e-Governance services to the citizen with products and solutions designed to address e-Governance initiatives, both at Central and State or UT levels.
2. National Informatics Centre Services Inc. (NICS) was set up in 1995 as a section 25 (now section 8 company under the Companies' Act, 2013) company under National Informatics Centre, Ministry of Electronics and Information Technology (MeitY). NICS's prime objective is to enable technological interventions for the development of India by promoting the use of ICT technology as a spin-off of the services, technologies, infrastructure, and expertise developed by National Informatics Centre.

### 4.2. Introduction to Application Performance Monitoring (APM)

1. Application Performance Monitoring (APM) is the process of using tools to track and analyse the performance of software applications. It provides insights into potential issues and areas needing improvement, helping businesses maintain smooth and efficient operations. By proactively monitoring application behaviour, APM ensures faster load times, fewer errors, and a better user experience — all of which contribute to the overall success of e Governance solutions
2. **Why APM is important?**  
Application performance monitoring (APM) helps in monitoring key software application performance metrics using monitoring software and telemetry data. Usage of APM solutions ensure system availability, optimize service performance and response times, and improve user experiences. This enables teams to resolve issues before they affect users, improve efficiency, reduce costs, and boost customer satisfaction. In today's digital age, APM is essential to any modern IT strategy.

### 4.3. Objective of the RFE

1. As part of the Application Performance Monitoring (APM) service, the Purchaser intends to empanel **Single Managed Service Provider (MSP)** responsible for end-to-end procurement, deployment, configuration, and management of APM solutions and associated services for applications. The APM solution shall ensure continuous visibility, performance optimization, and proactive monitoring of critical application and infrastructure components.
2. The MSP shall deploy qualified on-premises manpower to manage, monitor, and support the APM solutions. This manpower shall remain available throughout the license validity period of the last work order to ensure smooth operations and timely incident resolution.
3. Besides the initial procurement and deployment, the MSP shall be responsible for the operations, and SLA management of the APM service to ensure sustained service quality, compliance, and availability throughout the contract period.



## 5. Scope of Work

### 5.1. Overview

1. The MSP shall be responsible for supplying, installing, Configuration and commissioning of the APM Solutions. The MSP shall also be responsible for Operation and Maintenance including service provisioning, incident resolutions, Root Cause Analysis, report generation etc.
2. Infrastructure required for deployment of APM platform would be provided by NICS.
3. The MSP shall ensure that the APM solution delivered has the capability to manage the performance, availability, and user experience of the applications. The MSP shall provide RCA to help optimize the Performance across different layers of applications enhancing overall user experience.
4. The supplied Application Performance Monitoring or observability shall have following capabilities:

- **Performance Monitoring:**

- **Real-time Insights:** Observability tools provide real-time data on the performance of applications, enabling development teams to identify and address issues promptly.
- **Response Time Analysis:** Monitoring response times to ensure that applications meet the service level agreements for application uptime, response time and performance metrics and deliver a positive user experience.

- **Enhanced User Experience:**

- **User Behaviour Analysis:** Observability allows development teams to track user interactions with digital services, helping to understand how citizens engage with applications.
- **User Satisfaction:** By identifying and resolving issues affecting the user experience, development teams can enhance users' satisfaction with online services.

- **Proactive Issue Resolution:**

- **Alert based anomaly Detection:** Observability tools detect anomalies and deviations from normal application behaviour, allowing development teams to proactively address potential issues before they impact users.
- **Root Cause Analysis:** Observability facilitates quick identification of the root causes, streamlining the troubleshooting process.

- **Optimized Resource Utilization:**

- **Resource Monitoring:** Observability provides insights into the utilization of IT resources, helping development teams optimize infrastructure and allocate resources efficiently.
- **Cost Management:** By understanding resource consumption patterns, organizations can make informed decisions to manage costs associated with hosting and maintaining applications.

- **Data-Driven Decision Making:**

- **Performance Analytics:** Observability tools ingest data that which is used for analytics, enabling the development teams to make data-driven decisions about application improvements, upgrades, or optimizations.
- **Capacity Planning:** By analysing performance trends, the user can plan for future capacity needs based on actual usage patterns.

- **Enhanced Accountability and Reporting:**

- **Audit Trails:** Observability tools generate audit trails and logs that can be valuable for accountability, compliance, and reporting purposes.
- **Documentation of Events:** The ability to trace events within an application provides a detailed record of system activities, aiding in investigations and audits.

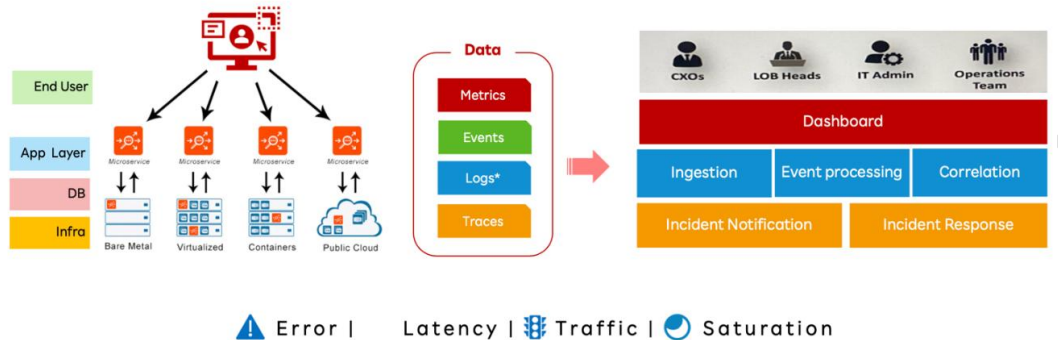
- **Streamlined Development and Operations Collaboration:**

- **DevOps Integration:** Observability supports collaboration between development and operations teams by providing a common set of tools and data for troubleshooting and optimization.
- **Continuous Improvement:** By fostering collaboration, observability contributes to a culture of continuous improvement in application development and operations processes.

## 5.2. Indicative APM Architecture

A generic flow of an APM solution is as follows:

- APM Agent is deployed within the ICT infrastructure of the applications to be monitored
- The agent gathers telemetry data metrics, events, logs, and traces
- The agent transmits this data to an APM (Application Performance Monitoring) backend service or controller, which analyses and correlates the information to create Analytical Dashboards for identifying the areas of concern or potential issues.



## 5.3. Key Requirements of On-Premises APM Service

1. The MSP shall ensure that the Application Performance Monitoring (APM) solution is designed and implemented in compliance with government security standards. This includes ensuring secure access to the solution, encryption of sensitive data, and the application of necessary security protocols to protect against unauthorized access, breaches, and cyber threats.
2. The MSP shall be responsible for implementing proper data evaluation and sanitization procedures within the APM solution. All data collected through the APM tool, including application performance metrics, transaction data, and logs, shall be evaluated for security risks, and sanitized or anonymized in compliance with applicable government privacy and data protection regulations.
3. The MSP shall ensure that the APM solution is deployed on-premises as required, ensuring seamless integration with the existing IT infrastructure. The on-premises deployment shall be configured to work optimally with cloud-based environments while maintaining data sovereignty and control as per requirements.
4. The following sub-sections provide a detailed overview of the necessary measures and responsibilities to be undertaken by the MSP for ensuring robust security, effective data evaluation and sanitization, and seamless on-premises deployment of the APM solution:

- **Security:**

Application Performance Monitoring (APM) agents are used to collect performance data from the applications and send it to backend services/controller machines for analysis and visualization. Ensuring the secure transmission of data is crucial for safeguarding the sensitive information and maintaining the integrity of the monitoring process.

The best practices for APM agents to send data securely to backend services are as follows:

- **Encryption:** Usage of encryption protocols like HTTPS (SSL/TLS) to secure the communication between the APM agent and the backend services. This ensures that data is transmitted in an encrypted form and cannot be intercepted easily.

- *Authentication:* Strong authentication mechanisms to ensure that only authorized APM agents can send data to the backend services. Use API keys, tokens, or other authentication methods to verify the identity of the agent.
- *Authorization:* RBAC and authorization policies (with provision of creating Tenant and Subtenants) for access to APM dashboard
- *Agent Instrumentation:* Only authorized agents should be allowed to send telemetry data to the Backend service or Controller
- **Data Validation and Sanitization:**  
The APM Solution to be delivered shall validate and sanitize the data collected by the APM agent(s) to prevent injection attacks or the transmission of malicious content. This helps to ensure the security and reliability of the transmitted data.
  - *Data Integrity:* Implement measures to ensure the integrity of the data during transmission. Use checksums, hashing, or digital signatures to detect any tampering or corruption of the data in transit.
  - *Rate Limiting and Throttling:* Implement rate limiting and throttling mechanisms to prevent excessive data transmission from APM agents. This can help protect the backend services from overload or abuse.
  - *Secure Configuration:* Ensure that the APM agent's configuration is securely managed. Avoid hardcoding sensitive credentials or configuration details in the agent code and use environment variables or configuration files with restricted access.
- **Compliance:**  
Ensure that APM agent and backend services comply with relevant security and privacy regulations, such as GDPR, HIPAA, or PCI DSS, depending on the industry and the type of data being collected.
- **On-Premises Deployment Options:**  
The solution must include the capability for on-premises deployment within NICSI Cloud. The Purchaser shall provide the underlying infrastructure for the deployment of the APM solution and installation of licenses.

#### 5.4. APM as Managed service

The APM managed services would have following default features -

Service Category	Description
Application Monitoring & Alerting	24/7 application monitoring to identify potential issues, with alerts sent to the department/ministry IT teams and Command Centre/MSP technicians
Dashboard Access for Troubleshooting	Standard default dashboard access for all the modules of unified APM / Observability, and additional custom dashboards for the department needs
Application, VMs/Kubernetes, Databases, API/Endpoint, Browser/Mobile App Performance Reports	Weekly report on top poor performing applications, infrastructure, database performance, slower endpoints, other monitored components
Additional Customizations	Open Telemetry, log monitoring, digital experience, session recording, custom tracer features etc
Troubleshooting Support for application issues	Involving in war room situations with department/ministry teams to provide more insights, co-creating RCA based on the

Service Category	Description
	findings of the APM tool, help in identifying root cause of the issues
Helpdesk Support	24x7 Phone and email support for end users experiencing technical issues – via Command-and-Control Centre
Number of Logins/Users	Total number of department users requiring the selected service(s) – 10 logins
Other default features	Dynamic and static configuration-based alerting via email, webhooks, helpdesk tools, separate tenant access (in advanced), RBAC (in advanced)
Advanced API Security Observability Features	API Security Observability

#### 5.5. **User Acceptance Testing (UAT) for overall APM Solution**

1. The UAT shall be conducted by the Purchaser or its nominated agencies which would include end to end monitoring of a production application with real user traffic demonstrating key APM features such as Infra monitoring, RCA, Synthetic monitoring, End user monitoring/browser monitoring etc.). The user acceptance test shall be considered as completed after the successful testing by the Purchaser and issuance of a User Acceptance Test (UAT) Certificate by the Purchaser.
2. Prerequisite for carrying out UAT activity:
  - i. Detailed test cases and scenarios for functional and performance testing will be provided by the MSP in consultation with Purchaser or its nominated agencies. All the test cases and scenarios shall be approved by Purchaser.
  - ii. All documentation related to APM solution (including installation of agents, Creation of dashboard and user management) and relevant acceptance test documents should be completed and submitted.
3. The UAT shall include the following:
  - i. Completion of the installation and configuration.
  - ii. Execution of test cases and scenarios as given.
  - iii. The MSP shall arrange the test equipment (if any) required for performance verification. The MSP will also provide test results.
4. Acceptance schedules, detailed acceptance tests, formats for acceptance reports and dissemination mechanism for such reports shall be drawn by the MSP in consultation with Purchaser.

#### 5.6. **Training**

The MSP shall have to provide technical training by engaging the OEM

- i. The MSP shall impart One (1) full day classroom based structured training per year to the NICS/NIC team covering the APM agent Instrumentation, product features, functionalities, Approach to Root Cause Analysis and case studies.
- ii. The training should be designed on the lines of 'Train the Trainer' program which would disseminate the skills and knowledge within the organization.
- iii. The Training manual covering the modules covered in the training would be made available to the participants, any changes to the same should be updated periodically as and when required, and the same should be communicated to the purchaser.
- iv. The training manual should serve as ready reckoner for day-to-day operations

#### 5.7. **Composition of the team**

1. To ensure effective management of APM service operations, two on-premise manpower (one Solution Architect and one Site Reliability Engineer) would be deployed by the MSP within 4 weeks from the date of issue of empanelment letter.
2. When the cumulative work order issued is more than 25% of the estimated count of licenses as mentioned in Section 9, remaining two manpower would be deployed.
3. All the proposed resources shall be deployed onsite at NIC/NISCI.

4. Prior to Go-live, the MSP shall carry out background checks of the manpower resources identified to work on this project and submit the background check reports along with police verification certificate and copies of any of the officially valid documents under the Prevention of Money-laundering (Maintenance of Records) Rules, 2005, in respect of each such resource. The valid police verification certificate shall be submitted every year. The same process shall be followed post Go-live in respect of any resource who may be replaced or added, prior to his or her deployment. The Purchaser shall also extend necessary cooperation, which may extend to disclosure of income-tax Permanent Account Number and other identification details, professional history including directorships, disclosure regarding criminal prosecution (if any) and organizational affiliations, and shall require any resources as aforesaid to so cooperate, for such person to undergo security vetting by Government-designated agency as the Purchaser may communicate in writing. If the Purchaser, at any point of time, communicates in writing the fact that a resource having been identified as unsuitable by the Government-designated agency as aforesaid, the MSP shall take action to remove such resource promptly, and in any case not later than 24 hours of receipt of such communication, and shall stop forthwith the access (both in-person and virtually) of such human resource.
5. The personnel deployed by the MSP under this Contract or Agreement, under no circumstances, be considered employees of the Purchaser. The MSP shall have the sole responsibility for the supervision and control of the personnel deployed in the project and for payment of such personnel's compensation, including salary, provident fund, withholding of income tax and other taxes, worker's compensation, maternity benefits, employee and disability benefits and the like, and shall be the responsibility of the MSP, subject to Applicable Law.
6. Ensure sufficient manpower to manage the service operations. Failure to comply would result in penalty as mentioned in Section 12 - Penalty Terms.
7. The On-premises Operation Team shall comprise of team members with following roles, qualifications and minimum count: –

S. No.	Role	Minimum Count	Qualification and Relevant Experience
1	Sr Solution Architect	1	B.E./B.Tech. /MCA with at least 5 years of experience.
2	Site Reliability Engineer	2	B.E./B.Tech. /MCA with at least 2 years of experience.
3	Technical content writer	1	Graduate with at least 1 year of experience.

8. Subcontracting of the resources/manpower is NOT allowed.
9. It is expected that the manpower deployed on premise in Trained and Certified (if certification available) on the APM Solution deployed by the MSP.
10. The MSP shall designate minimum on-premise manpower in shift for Five (05) days a week.
11. The manpower shall be available, on-premises/remotely, on Saturdays/Sundays/Holidays as per requirement, such as any urgent on-boarding /troubleshooting /scheduled tasks. Compensatory Leave would be provided in lieu of the work done during Saturdays/Sundays/Holidays. The MSP shall maintain appropriate redundancy in staffing to handle unforeseen absences or workload spikes, ensuring uninterrupted service delivery.
12. If the deployed resources don't possess the required skill set or if the resources are not able to deliver on the assigned tasks, the resources shall be replaced (with similar or higher skill set and experience as specified in the RFE) within 15 days of receiving such an intimation from the Purchaser. Further, the outgoing resource shall have to provide knowledge transfer of minimum 15 days to the new resource.
13. The MSP shall be required to provide the documentary proof of the qualifications and experience of the manpower being provided to the Purchaser before the deployment of that resource.
14. All manpower shall report to the designated nodal officer(s) assigned by the Purchaser. The MSP must ensure proper planning for backup manpower to comply with the SLAs. This backup manpower must possess equivalent qualifications and experience as the person(s) they shall replace.
15. The MSP must maintain appropriate redundancy in staffing to handle unforeseen absences or workload spikes, ensuring uninterrupted service delivery.
16. The Purchaser may have an interaction with the proposed manpower, deployed by the MSP, if it's required before the actual deployment.

17. All the resources shall log their attendance daily in the Biometric attendance system or AEBAS at the Purchaser's premises. The MSP shall also maintain a database of attendance of the resources deployed. The attendance database should have facilities to track attendance and draw out MIS reports, as and when required by the Purchaser.
18. The laptops and other essential equipment or software to resources will be provided by the MSP and the Purchaser will provide the hardened image for the same laptops. The data residing in such devices will be owned by the Purchaser.
19. The MSP shall provide dedicated laptops with at least 8 Core latest generation 2.4 GHz CPU, 8 GB RAM and 500 GB SSD standalone MS Office professional (latest version) with perpetual license to the deployed resources. The laptops shall not have any DLP, Endpoint security or other endpoint solution of the MSP. The resources shall install on their laptop, the security and ICT solutions provided by the Purchaser. The resources shall not connect these dedicated laptops anywhere outside Purchaser's network, without an explicit written permission from the Purchaser.
20. The MSP shall replace the laptop within 7 days. After 7 days, the resource without a functioning laptop will be marked as absent.

**5.8. Overall Project Go-Live**

1. The Project shall be declared Go-live by the Purchaser, on completion of the following activities by the MSP:
  - I. Submission of duly signed UAT Certificate
  - II. One day training to the NICS and NIC team on APM platform. This is excluding the annual training as mentioned in Section 5.6 - Training.
2. Operations and maintenance, OEM warranty, software licenses and maintenance or support services shall start from the date of Go-Live.

**5.9. Responsibility table**

The responsibilities (but not limited to) of various stakeholders are listed in following table: -

S. No.	Stakeholder	Responsibility
1	User	<ul style="list-style-type: none"> <li>Quantify the monitoring requirements in terms of agents to be deployed</li> <li>Provide access to the application for APM platform</li> <li>Technical documentation including System Architecture, Key modules within application, Application specific SLA metrics</li> <li>Provide Technical documentation including System Architecture, Key modules within applications, application specific SLA (if any)</li> </ul>
2	MSP	<ul style="list-style-type: none"> <li>To provision the APM controller within 6 weeks from the issue of Empanelment Rate contract</li> <li>Instrument APM agents on application for monitoring as per requirements</li> <li>Share Reports on RCA at different layers, Trend analysis etc.</li> <li>Create custom dashboard as per requirements</li> </ul>
3	OEM	<ul style="list-style-type: none"> <li>Ensure uptime of the service</li> <li>Install upgrades/patches as and when required</li> <li>Provide suitable agent as per the application technology stack shared by the user(s)</li> </ul>
4	Purchaser	<ul style="list-style-type: none"> <li>Provisioning of adequate infrastructure for deployment of APM platform</li> <li>Issue work orders as per requirements received from user (multiple individual orders or collective orders against the requirements)</li> </ul>

## 6. Pre-Bid Meeting

1. A Pre-Bid Meeting of the interested bidders shall be convened at the designated date, time and place. During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the Purchaser. The Purchaser shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
2. All queries must be submitted to the Authority before the Pre-bid meeting or the date mentioned in the Schedule of Bidding Process. The queries should necessarily be submitted in the following format (Word/Excel format):

S. No.	Reference Clause of RFE	Content of RFE requiring clarification	Clarification Sought
1			
2			
3			
4			

3. Queries submitted post the mentioned deadline, or which do not adhere to the above-mentioned format may not be responded to.

## 7. Bidding Process

### 7.1. Earnest Money Deposit

1. Bidders shall submit a single EMD equivalent to 2% of the estimated value of the RFE, along with their Bids. Any relaxation provided by CPPP terms and conditions shall be applicable.
2. EMD of all unsuccessful Bidders would be returned. The EMD of the successful Bidder would be returned upon submission of PBG.
3. The EMD amount will be refunded to the successful/unsuccessful Bidders without any accrued interest on it.
4. Bids which are submitted and not accompanied by the EMD or with infirmity (/ infirmities) mentioned above, shall be summarily rejected.
5. The EMD may be forfeited in the event of:
  - i. A Bidder withdrawing its bid during the period of bid validity.
  - ii. A successful Bidder failing to sign the subsequent contract in accordance with this RFE.
  - iii. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or ethically improper activity, in relation to this RFE.

## 8. Evaluation Process

### 8.1. Pre-qualification Evaluation Prequalification Criteria

S. No.	Parameter	Clause	Documents Required
1.	Legal Entity	The bidder eligible for participating in the bidding process shall be a legal Business Entity. The bidder and OEM (a Business Entity) shall mean a company registered in India under the Companies Act,	Copy of valid Registration Certificate and Certificate of incorporation

S. No.	Parameter	Clause	Documents Required
		1956 or 2013 or a partnership firm registered under the Limited Liability Partnership Act of 2008. Consortium / Subcontracting not allowed.	
2.	Financial: Turnover	The OEM average annual turnover from IT/ITES services incl. Software development, Implementation, Cloud hosting and other IT-related activities (excluding hardware sales) during the last three financial years (i.e., FY 2022-23, 2023-24, and 2024-25) must be at least ₹100 crores. The agency should have been in the business of e-Governance IT/ITES development for at least 3 Years.	CA Certificate clearly certifying the turnover requirements  Undertaking by Authorised Signatory
3.	Financial: Net Worth	The bidder should have positive net worth as on March 31, 2025, as per audited balance sheet.	CA Certificate with CA's Registration Number/ Seal
4.	e-Governance Experience	The bidder or OEM must have completed or ongoing (Go Live) at least five (5) e-Governance software development/implementation projects for a Central/State Government/PSU within the last 3 years, up to Dec 31, 2024.	Work Order(s), Certificate/Payment Proof
5.	Manpower Strength	The bidder should have on its rolls, a staff of at least 100 technically qualified personnel with relevant experience in IT software projects.	Certificate from HR on the company letterhead
6.	Tax registration	The bidder should have a registered number of Income Tax / PAN number / GST	Copy of PAN Card / Copy of valid GST certificate
7.	Toll Free Number	The Bidder/ OEM should have a Toll-Free Number based in India	
8.	Manufacturer Authorization Form	The bidder should submit valid letter from the OEM confirming that the bidder is authorised to quote the product and must mention the bid number in the Manufacturers Authorization Form (MAF)	Manufacturers Authorization Form (MAF) from OEM whose products are being quoted.



S. No.	Parameter	Clause	Documents Required
9.	OEM presence in India	OEM needs to have its office in India	Self-Undertaking on letter head
10.	OEM Make in India	Make in India certificate should be vetted from legal team and authorized signatory of OEM and should mention (a) Class and (b) % of Make in India Component	Undertaking on Letter head
11.	OEM has supplied APM solution in Govt Departments/PSU/ Corporate in last 3 years	Order copy (/ copies) to be attached	Copy of Purchase Orders
12.	Mandatory Undertaking	The Bidder should not be debarred/blacklisted by any Government / PSU in India as on date of submission of bid.	Undertaking by bidder
13.	Earnest Money Deposit (EMD)	The bidder should furnish an EMD of -----/- as part of its proposal.	EMD shall be deposited through online mode

**Note:**

1. In case the latest audited financials are not ready, provisional balance sheet may be submitted.
2. Value of Work Order will be considered as inclusive of all taxes.
3. For technical evaluation, in the case of ongoing projects, if any extension orders have been issued to the bidder, all such orders related to that project shall be considered as a single work order.
4. Turnover and experience from the group companies can be considered. The agency shall provide necessary supporting documents to provide relation with Group Company.

**8.2. Technical Evaluation Criteria**

The bids should include documentary evidence (PO/ Event Reports/ any supporting document) showing the service meets the following minimum values mentioned against the below criteria -

S. No.	Technical Evaluation Criteria	Criteria	Supporting documents to be submitted
1	Certifications	<p>The Bidder shall be evaluated the relevant ISO and CMMI certificates</p> <ul style="list-style-type: none"> <li>Any two relevant ISO/ Certificates among - <ul style="list-style-type: none"> <li>ISO 9001:2015 (or latest)</li> <li>ISO/IEC 27001:2013 (or latest)</li> <li>ISO/IEC 20000-1:2018 (or latest)</li> </ul> </li> <li>CMMI L5</li> <li>SOC 2</li> </ul>	Copy of valid certificates duly authenticated by an authorized signatory
2	e-Governance Experience	The bidder must have completed or ongoing (Go Live) at least five (5) e-Governance software development/implementation projects for a Central/State Government/PSU within the last 3 years, up to March 31, 2025	Work Order(s), Certificate/Payment Proof
3	Unified Dashboard	Provision of Web UI to address various dimensions of Application Performance Management	Relevant online Dashboard

S. No.	Technical Evaluation Criteria	Criteria	Supporting documents to be submitted
4	Security	The APM software should be security audited	Provide Security Audit Certificate
5	API Observability	APM solution Should have Capability to discover all the API endpoints real-time	Relevant online Dashboard

### 8.3. Qualification Summary

The Bidder is required to fill up and submit the below summary sheet on Company Letter head along with other supporting documents in response to RFE:

S. No.	Criteria	Parameters
1	Project/Work Order	Work Order Value: _____
2	Quality Certifications	1. _____ 2. _____ 3. _____
3	MII Compliance	Class: _____ % of MII: _____
4	Manpower Strength	OEM: _____ Bidder: _____
5	OEM Presence	Toll Free No: _____ Address in India: _____ _____
6	Financial	Annual Turnover of bidder: _____ Bidder Net worth as on 31.03.2025: _____

#### Note:

The Technical Evaluation would be done on the basis Mandatory parameters (as mentioned in Annexure 4). If deemed necessary, the committee may invite the bidder for presentation of the offered APM Service. Only the bids that qualify the Technical Evaluation would progress for financial evaluation stage.

### 8.4. Financial Evaluation

The financial bids of only those bidders will be opened who qualify the pre-qualifying and technical evaluation stage.

- 8.4.1 On a designated day and time, the Abridged Financial Bids of only those Bidders satisfying all conditions of the eligibility criteria and have passed the Technical Evaluation Stage will be opened electronically in the presence of the representatives of the technically qualified bidding companies.
- 8.4.2 The lowest quoting bidder (L1) will be the bidder with the lowest Gross Total Value (GTV) among all the quoted GTV in the Abridged Financial Bids.
- 8.4.3 The Detailed Financial Bid of only the L1 bidder shall be opened and evaluated by a duly constituted Finance Evaluation Committee (FEC).
- 8.4.4 If NICS considers necessary, revised Financial Bids could be called from the eligible Bidders, before opening the original financial bids for recommending final empanelment.

- 8.4.5 In the event of revised financial bids being called the revised bids should not be higher than the original bids, otherwise the bid shall be rejected. There will be no negotiation regarding the financial / commercial bid.
- 8.4.6 Quoting incredibly low or high value of items with a view to subverting the RFE process shall be rejected straight away and Bid Securing Declaration will be executed/EMD will be forfeited of such bidders.
- 8.4.7 If there is a mismatch between values quoted in figures and words, the value quoted in words shall prevail.
- 8.4.8 A Financial Evaluation Committee (FEC) would scrutinize the commercial bids. Bids found lacking in strict compliance to the commercial bid format shall be rejected straightaway.
- 8.4.9 Arithmetical error will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price with quantity/weightage, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected and Bid Securing Declaration will be executed/EMD will be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 8.4.10 NICS I reserves the right to use this RFE to service its clients'/NIC/NICS I needs.
- 8.4.11 The rates quoted should be reasonable and as per industry standards for the prescribed experience. The bids in which the bidder quote NIL charges/considerations, such bid will be treated as unresponsive and will not be considered.
- 8.4.12 The Financial Evaluation Committee (FEC) retains the right to enforce the deviation percentage clause mentioned above. Additionally, it reserves the authority to review and modify the deviation percentage, as specified in the Financial Bid Evaluation clause, considering prevailing market conditions, industry standards, and other relevant factors. The decision of FEC in this regard will be final and binding on all the parties.

## **9. Implementation of the Contract**

### **9.1. Timelines**

1. Empanelment letter would be issued by NICS I only to L1 bidder
2. The MSP would submit the infrastructure requirements for deployment of APM software component within one week of receiving of empanelment
3. NICS I will provision the infrastructure for provisioning APM licenses as per the details received from MSP
4. NICS I will inform the MSP for installation of APM software
5. The installation should be completed within 6 weeks from the date of infrastructure handover by NICS I. Failure to do this could result in penalty as mentioned in Section 12 - Penalty Terms.

### **9.2. Validity of Rates**

1. The rates provided in Annexure 5: Detailed Financial Bid shall remain valid during the period of empanelment. The Purchaser reserves the right to use these rates for placing work orders.

## **10. Contract**

### **10.1. Placing of Work Order**

#### **1. APM deployment**

- The MSP would share detailed deployment architecture of the APM software to be hosted in NICS I Cloud.
- The estimated number of APM licenses to be procured during the empanelment period is up to 200. The count would vary according to the actual requirement, without any floor or ceiling limits.
- The infrastructure for deployment of APM platform should be initially provisioned to accommodate at least 30 licenses. The architecture should be scalable to accommodate additional licenses beyond 200 as per requirements. The deployment should adhere to the timelines mentioned in Section 10.1 - Timelines.

## **2. Work Oder**

- The objective of the RFE is to create a Managed service of APM for user departments to avail the service as per their requirements.
  - The purchaser would place the work order at the discovered rate contract of empanelment based on the requirements received from the user departments
3. Objection, if any, to the Work order must be reported to Purchase department by the MSP within three (3) working days counted from the Date of Work Order for modifications, otherwise it is assumed that the bidder has accepted the Work Order in totality. This is applicable in case of electronic publishing or delivery of Work Order also.

## **10.2. Performance Bank Guarantee**

1. The MSP is required to ensure submission of Performance Bank Guarantee (PBG) equivalent to 4% (Four Percent) of the Work Oder Value issued by the Purchaser. PBG must be furnished within 15 days of issuance of the Contract to the MSP or as informed by the Purchaser. In the event of default or delay in submission of PBG within the stipulated time, the MSP shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the GTV Value per day delay or default with a maximum penalty capping of 10% of Contract value. Beyond the maximum capping of 10% of GTV Value.
2. The Performance Bank Guarantee shall remain valid for a period of 90(Ninety) days beyond the date of completion of all contractual obligations of the supplier for that Work Order.
3. PBG shall be in the form of an unconditional and irrevocable Bank Guarantee or e-Bank Guarantee from a Commercial Bank in the name of NATIONAL INFORMATICS CENTRE SERVICES INCORPORATED (NICSI), New Delhi.
4. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to MSP only after adjusting or recovering any dues recoverable or payable from or by the MSP on any account under the contract.
5. The PBG shall be released (without any accrued interest) after the completion of all tasks (deliverables) of the Contract.
6. During the Contract period, the Purchaser shall review the total Contract value considering the total orders issued by the Purchaser. The MSP shall be required to deposit additional PBG, as required by the Purchaser, to keep the aggregate PBG value to minimum 3% of the total Contract value, in accordance with the instructions or directions of ministry of finance, Government of India or any other ministry.
7. Downward revision in rates should be applicable if lower rates are offered to other clients against similar specifications
8. Conflict of Interest: The BIDDER shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the BIDDER or the BIDDER's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

## **11. Payment Terms**

### **11. 1. Overview**

1. After receiving the detailed invoices for the quarterly payments, each invoice payment shall undergo scrutiny for breach of SLA requirements and other factors and payment shall be released to the MSP after deducting the penalty amount, if any, and tax deduction at source as per Applicable Laws.
2. Payments shall be made by the Purchaser to the MSP in accordance with the scope of work as given in Section 5, SLA requirements as given in Section 13 and other terms and conditions of this RFE.
3. Payment shall be made using ECS, NEFT or RTGS.
4. Payment shall be made in Indian Rupees (INR).
5. The Purchaser shall release the payment, subject to the condition that the invoice and all supporting documents produced are in order.
6. Payment shall be made only for the actual number of APM licenses consumed
7. All claims against the Purchaser shall be time-barred after a period of three years, reckoned from the date on which payment falls due, unless the payment claim has been under correspondence. The Purchaser shall be entitled to reject such claims.

8. In respect of any claim where the same is raised but the invoice with requisite details is not made available in time for the Purchaser to be in position to claim input tax credit under the Applicable Laws governing taxation or the documents necessary for making such claim are not made available in time for the Purchaser to make such claim, the MSP shall not be entitled to payment of such input tax credit amount as the Purchaser would not be in position to claim.
9. If the operational phase starts in between the ongoing calendar Quarter, the payment quarter shall start from the next calendar quarter however the residual amount of the previous quarter shall be calculated on pro-rata basis.
10. Payment will be done after deduction of all applicable penalties, for the defaults like delay in delivery, delay in completing the installation of all the ordered items, adherence to SLA.

## 11. 2. Payment Schedule

Payment will be done as mentioned below:

S. No.	Payment Cycle	Milestone	Payment Detail
1.	Payment for the APM licence	On Installation of APM agent(s) and provisioning of Dashboard	70% payment of the order Value
2.		At the end of the work order period upon submission of Order completion Report signed by User	30% payment of the order Value

## 12. Penalty Terms

S. No	Timeline	Timelines	Penalty
APM Platform Provisioning			
1	Installation of APM software on NICSI provisioned on premise infrastructure	Upto 6 weeks	No Penalty
		Beyond 6 weeks	Cancellation of Empanelment & Security deposit would be forfeited
Execution of Work orders			
1	Installation of APM Agent(s) and Creation of Monitoring Dashboard	Upto 1 week	No Penalty
		Beyond 1 week	For every 1 week of delay, 1 % of the order value of the affected user(s)
2	Sharing detailed RCA report	Upto 1 week	No Penalty
		Beyond 1 week	For every 1 week of delay, 0.5 % of the order value of the affected user(s)
3	Inadequate on-premises manpower	Upto 1 week	No Penalty
		Beyond 1 week	For every 1 week of delay, 1 % of the order value of the affected user(s)

Note: Penalty amount is capped to 10% of total quarterly invoice value and to be deducted with effective form quarterly payment.

## 13. Service Level Agreement and Penalty

### 13.1. Overview

1. The Service Level Agreement (SLA) outlines the key activities, responsibilities, and performance metrics for the APM managed service provided by the MSP. The service will run 24x7 for three years and focuses on maintaining high availability, performance, and operational efficiency of the observability platform.
2. The MSP shall collaborate with designated application owners to gather onboarding requirements and onboard new applications to the APM/observability platform.
3. The MSP shall configure appropriate metrics, logs, and traces for each application and ensure seamless integration with the observability stack.

4. The MSP shall validate data ingestion and ensure proper visualization and dashboard availability for each onboarded application.
5. The MSP shall perform real-time monitoring of applications and associated infrastructure components using pre-defined health metrics.
6. The MSP shall leverage AI/ML-driven insights for proactive anomaly detection and recommend preventive actions to avoid potential disruptions and the alerts shall be configured and triggered based on thresholds defined in agreement with the Purchaser.
7. The MSP shall be responsible for detecting and logging incidents in real-time through the APM platform.
8. The MSP shall conduct root cause analysis (RCA) for each critical incident and recommend or implement appropriate remediation steps and need to maintain a detailed incident log along with RCA documentation available to the Purchaser for review.
9. The MSP shall address high-priority escalations within 15 minutes of detection and ensure resolution or implementation of stable workarounds within the defined SLA timelines.
10. The MSP shall deliver comprehensive monthly reports covering performance trends, SLA compliance, and incident analyses for all monitored applications, and shall conduct quarterly in-depth service reviews at defined intervals to assess overall performance and plan future enhancements.

### 13.2 Key Activities and Responsibilities Areas

The key activities and responsibilities for the MSP are as follow: -

S. No.	Key Responsibility Area	Sub-Activities / Description
1	Application Onboarding	<ul style="list-style-type: none"> <li>• Collaborate with application owners to gather onboarding requirements</li> <li>• Assign applications to observability platform</li> <li>• Installation of APM agent(s)</li> <li>• Configure metrics, logs, traces</li> <li>• Integrate with observability stack</li> <li>• Validate data ingestion and visualization</li> </ul>
2	Proactive Monitoring	<ul style="list-style-type: none"> <li>• Monitor application and infrastructure health in real-time</li> <li>• Analyse anomalies and trigger alerts</li> <li>• Use AI/ML for anomaly detection</li> <li>• Recommend preventive actions</li> </ul>
3	Incident Management	<ul style="list-style-type: none"> <li>• Identify and log incidents in real-time</li> <li>• Perform RCA and recommend fixes</li> <li>• Collaborate for resolution within SLAs</li> <li>• Maintain detailed incident logs and RCA reports</li> </ul>
4	Escalation Management	<ul style="list-style-type: none"> <li>• Follow tiered escalation processes</li> <li>• Notify stakeholders and provide updates</li> <li>• Address high-priority issues within 15 minutes</li> <li>• Ensure resolution or stable workaround within SLA</li> </ul>
5	Reporting	<ul style="list-style-type: none"> <li>• Provide monthly performance, SLA, and incident reports</li> <li>• Highlight improvements and optimization areas</li> <li>• Conduct quarterly service reviews and plan enhancements</li> </ul>

### 13.3 SLA Metrics

The SLA Metrics for MSP are as follow: -

S. No.	Key Responsibility Area	Sub-Activities / Description
1	Availability and Uptime	APM Solution uptime of 99.9% monthly basis
2	Onboarding Timelines	Onboarding of new applications to be completed within one week of request submission
3	Incident Response and Resolution	<p><b>Critical Incidents:</b></p> <ul style="list-style-type: none"> <li>– Response: 15 minutes</li> <li>– Resolution: 30 minutes</li> </ul> <p><b>High-Priority Incidents:</b></p> <ul style="list-style-type: none"> <li>– Response: 30 minutes</li> <li>– Resolution: 1 hour</li> </ul> <p><b>Medium-Priority Incidents:</b></p> <ul style="list-style-type: none"> <li>– Response: 1 hour</li> <li>– Resolution: 4 hours</li> </ul>
4	Reporting Cadence	Monthly and quarterly reports to be submitted within the first 5 business days of the new period

Note – Any delay due unavailability of underlying cloud platform, connectivity with application to be monitored will not be factored

### 13.4 Performance Penalties

1. In the event of SLA breaches, penalties would be as under:

S. No.	Events	Status	Penalties
1	Service Availability	Very Critical	Service down time reported by user if not fixed within 24 hrs will attract penalty of 0.5% of the contract value for delay of every 24 hrs
2	Security Breach	Very Critical	Up to 10% of the Contract Amount and/or termination as deemed fit by the Buyer Department along with Legal Action depending on severity of breach
3	Data Loss	Very Critical	Will attract penalty of 1% of per incident
4	Cumulative Penalty	Very Critical	Cannot exceed 10% of the contract value after which the contract is liable to be cancelled

Note – Any delay due unavailability of underlying cloud platform, connectivity with application to be monitored will not be factored

## **14. General Terms and Conditions for Bidder**

### **14.1. General Conditions**

- a. The BIDDER shall undertake to provide support for entire contract period and any extension thereof.
- b. Any deviation in Bid terms and conditions may lead to rejection of the Bid.
- c. In case the BIDDER is found in-breach of any condition(s) of tender, at any stage during the course of operation and maintenance, the legal action as per rules/laws, shall be initiated against the BIDDER and Security Deposits shall be forfeited.
- d. Any attempt by Bidder to bring pressure towards Purchaser's decision-making process, such Bidders shall be disqualified for participation in the present tender.
- e. Printed conditions specified in the tender Bids submitted by Bidders shall not be binding on Purchaser. All the terms and conditions for the supply, testing and installation, payment terms, penalty etc. shall be as those specified herein and no change in the terms and conditions by the Bidders shall be acceptable. Alterations/overwriting, if any, in the tender Bids shall be attested properly by the Bidder, failing which, the tender shall be rejected.
- f. Upon verification, evaluation / assessment, if in case any information furnished by the Bidder is found to be false/incorrect, their total Bid shall be summarily rejected and no correspondence on the same, shall be entertained.
- g. Purchaser shall not be responsible for any misinterpretation, presumption or misunderstanding of the RFE by the Bidder, while responding to this tender.
- h. EMD of the unsuccessful Bidders shall be returned to the respective Bidders at the earliest after expiry of the final Bid validity and latest on or before the 30th day after the award of the contract results. However, in case of two packet Bidding, EMD of unsuccessful Bidders during first stage i.e., technical evaluation, shall be returned within 30 days of declaration of results of first stage i.e., technical evaluation.

### **14.2. Payment Schedule**

- a. The payments shall be made on a per actual consumption of APM service.
- b. The payments shall be made quarterly, upon production of SLA Reports generated through the automated tool supplied by the bidder. All SLA parameters mentioned in this RFE should be configured in the SLA monitoring and reporting tool, for automated monitoring and reporting as per the requirement of NICS. Upon successful validation and sign-off by NICS, the bills shall be processed for payments every quarter. However, SLA reports shall be submitted on a per week, per month and per quarter basis. In case of any SLA violation or due to any contractual violations, the applicable penalties shall be deducted from the payments made by NICS.

### **14.3. Change Request**

Due to the evolving nature of the requirements and the complexity of the required datacentre APM support, the Purchaser recognizes that frequent changes may be required after operation and maintenance handover of APM Service. The Purchaser also recognizes that these changes may require modification to the software, manpower and hardware infrastructure and underlying processes and may thus have a financial impact. Bidder shall work with the Purchaser to ensure that all change requests related to effective APM management are addressed.

### **14.4. Confidentiality**

All documents, data, associated correspondence or other information furnished by or on behalf of the Purchaser to the BIDDER, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Purchaser and shall not, without the prior written consent of Purchaser neither be divulged



by the contractor to any third party, nor be used for any purpose other than the procurement, maintenance or other services and work required for the performance of this Contract. If advised by the Purchaser, all copies of all such information in original shall be returned on completion of the BIDDER's performance and obligations under this contract.

The BIDDER shall not use Confidential Information, the name, or the logo of the Purchaser except for the purposes of providing the Service as specified under this contract.

The term "Confidential Information", as used herein, shall mean all business strategies, plans and procedures, proprietary information, software, tools, processes, methodologies, data and trade secrets, and other confidential information and materials of the Purchaser, its affiliates, their respective clients or suppliers, or other persons or entities with whom they do business, that may be obtained by the BIDDER from any source or that may be developed for the Purchaser as a result of the Contract.

The BIDDER shall be responsible for providing a signed NDA by its antecedents, delegates, and the sub-contractors to the Purchaser. The BIDDER shall be held responsible for any breach of the NDA by its antecedents, delegates, or sub-contractors. The BIDDER and all the deployed resources shall sign the NDA with reference to "THE OFFICIAL SECRETS ACT, 1923" before starting the operation and maintenance of Datacentre.

- a. The provisions respecting confidentiality shall not apply to the extent, but only to the extent, that the information or document is:
  - i. already known to the BIDDER free of any restriction at the time it is obtained from the Purchaser,
  - ii. subsequently learned from an independent third party free of any restriction and without breach of this provision.
  - iii. is or becomes publicly available through no wrongful act of the BIDDER or any third party.
  - iv. is independently developed by the BIDDER without reference to or use of any Confidential Information of the Purchaser/organisation; or
  - v. is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange (provided, however, that the BIDDER shall advise the Purchaser of such required disclosure promptly upon learning thereof in order to afford the Purchaser a reasonable opportunity to contest, limit and/or assist the BIDDER in crafting such disclosure).
- b. The BIDDER must ensure to provide the signed NDA in case of change in antecedents, delegates, and the sub-contractors from time-to-time.
- c. The BIDDER shall notify the Purchaser promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Purchaser.
- d. The BIDDER shall not use Confidential Information (CCTV records, Biometric Records, etc.), the name or the logo of the Purchaser except for the purposes of providing the Service as specified under the contract.
- e. The BIDDER may only disclose Confidential Information in the following circumstances—
  - i. with the prior written consent of the Purchaser.
  - ii. to a member of the BIDDER's Team ("Authorised Person") if:
- f. The Authorised Person needs the Confidential Information for the performance of obligations under the contract.
- g. The Authorised Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under the contract.
- h. The BIDDER shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality contract with the members of the partners and other Systems Integrator's team members to the satisfaction of the Purchaser.
- i. The BIDDER shall treat all the information provided by Purchaser such as IP schema, DC and Cloud architecture, block diagrams, manuals, policies, procedure, guidelines, employee details etc. (but not

limited to) as top-secret information and shall not disclose the information without explicit written permission for the same by Purchaser.

- j. The obligations under this clause shall survive for three years from termination or expiration of this Contract/agreement.
- k. The Work Order/contract with the organisation may define more stringent confidentiality obligations depending on the nature of information / data being shared. In such event, the more stringent obligations shall prevail.

#### **14.5. Integrity Pact**

- a. In compliance with the Central Vigilance Commissioner Circular No. 06/05/21 dated 3rd June 2021 regarding adaptation of Integrity Pact- Revised Standard Operating Procedure to ensure transparency, equity and competitiveness in public procurement, the Bidder(s) are required to sign an Integrity Pact with Purchaser.
- b. The pact essentially is an agreement between the Bidder(s) and the Purchaser, committing the persons/Officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those Bidders, who commit themselves to such a pact with the Purchaser, would be considered competent to participate in the bidding process.
- c. The Bidders are required to submit the signed Integrity pact along with the Technical Bid, failing which, the Bids would not be considered for evaluation for such Bidders and may get disqualified. The format for the integrity pact is attached as Annexure Format for Integrity Pact.
- d. The Integrity pact shall be applicable from the date of Bid submission or from the date when the Purchaser sends signed copy of the Integrity Pact to the Bidder, whichever is later. Further, any violation of Integrity pact would entail disqualification of the Bidder(s) and forfeiture of EMD.

#### **14.6. Indemnity**

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

- a. Any misstatement or any breach of any representation or warranty made by the BIDDER or
- b. The failure by the BIDDER to fulfil any covenant or condition contained in this RFE, including without limitation the breach of any terms and conditions of this RFE by any employee or agent of the BIDDER. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created BIDDER pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by BIDDER pursuant to this Agreement, or the SLAs,
  - (I) infringes a copyright, trademark, trade design enforceable in India,
  - (II) infringes a patent issued in India, or
  - (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by
    - (A) "Implementation of Project by itself or through other persons other than BIDDER or its sub-contractors.
    - (B) Third Parties (i.e., other than BIDDER or sub-contractors) at the direction of NIC; or
- c. Any compensation / claim or proceeding by any third party against purchaser arising out of any act, deed, or omission by the BIDDER or
- d. Claim filed by a workman or employee engaged by the BIDDER for carrying out work related to this Contract. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts enough to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred. Any payment made under this Contract to an indemnity or claim for breach of any provision of this Contract shall include applicable taxes.

- e. The Purchaser stand indemnified from any employment claims that the hired resources / BIDDER 's resources may opt to have towards the discharge of their duties in the fulfilment of the Work Orders.
- f. Each party also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by such party's resources while discharging their duty towards fulfilment of the Work Orders caused by the negligence or wilful misconduct of the other Party or its agents and representatives.

#### **14.7. Liquidated Damages**

- a. The delivery dates, timetables, milestones and other requirements specified in the RFE, and this contract are binding on the BIDDER, and the BIDDER agrees to accomplish the user requirement specified and Scope of Work under this contract as per the Timelines specified in the RFE.
- b. If the BIDDER fails to achieve the Timelines or the Service Levels due to reasons solely attributable to the BIDDER, the Purchaser shall be entitled to recover from the BIDDER the liquidated damages as per the SLAs specified in Annexure SLA.
- c. In the event BIDDER is not solely responsible for such failure in Timelines and Service Levels, the Purchaser shall have the right to determine such extent of fault and liquidated damages in consultation with the BIDDER and any other party it deems appropriate. In such cases, the proportionate Liquidated Damage as mutually determined shall be levied.
- d. Recovery of liquidated damages shall not be the sole and exclusive remedies available to the Purchaser and the BIDDER shall not be relieved from any obligations by virtue of payment of such liquidated damages. If the liquidated damages cross the cap on liquidated damages specified herein, the Purchaser shall have the right to terminate the contract for default and consequences for such termination as provided in this contract shall be applicable.

#### **14.8. Limitation of Liability**

Notwithstanding anything contained in this RFE, no party shall be liable for any incidental or consequential damages arising out of or in connection with this agreement or any breach hereof (including for loss of data or profits, or cost of cover), whether or not such party has been advised of the possibility of such damages, and whether under a theory of contract, tort (including negligence) or otherwise; except for liabilities arising out of any violation, misappropriation or infringement of a party's intellectual property rights, or from a breach by either party of its obligation. In no event shall either party's aggregate liability arising out of or in connection with this agreement or any breach hereof (whether under a theory of contract, tort (including negligence), warranty or otherwise) exceed the Contract Value entered into the contract between the Purchaser and the BIDDER. The liability cap given under this clause shall not be applicable to the indemnification obligations set out in Indemnity clause.

#### **14.9. Labor Laws**

- a. The BIDDER shall, and hereby agrees to, comply with all the provisions of Indian Labour Laws and industrial laws in respect of the resources employed thereof.
- b. Wherever necessary, the BIDDER shall apply for and obtain license as provided under Contract Labour (Regulation and Abolition) Act, 1970 and strictly comply with all the terms and conditions that the licensing authority may impose at the time of grant of license. The Purchaser shall not be held responsible for any breach of the license terms and conditions by the BIDDER.
- c. The BIDDER shall be solely responsible for the payment of wages to the deployed resources and ensure its timely payment thereof.
- d. The BIDDER shall duly maintain a register giving particulars of the deployed resources, nature of work, rate of wages, etc.
- e. The BIDDER shall also ensure compliance to the following labour legislations:
  - Minimum Wages Act
  - Employees Provident Fund Act
  - Employees State Insurance Act

- Workmen's Compensation Act, if the ESI Act does not apply.
- Maternity Benefit Act, if the ESI Act does not apply.
- Code on Wages 2019,
- The Industrial Relations Code 2020,
- The Social Security Code 2020, and
- The Occupational Safety, Health and Working Conditions Code 2020
- Any other laws, as applicable, time to time

- f. The BIDDER shall be solely responsible to adhere to all the rules and regulations relating to labour practices and service conditions of its workmen and at no time shall it be the responsibility of Purchaser.
- g. The resources deployed under this tender shall be on pay roll and full-time employee of the BIDDER. Subcontracting of the resources/manpower is NOT allowed.
- h. It is expressly understood and agreed to between the parties that the resources deployed by the BIDDER shall be the employees of the BIDDER for all intents and purposes.
- i. The said manpower is not entitled to any claim, right, preference, etc. over any job/regular employment of Purchaser or its users. The BIDDER or its resources shall not at any point of time have any claim whatsoever against Purchaser.
- j. In case any employee of the BIDDER so deployed enters in dispute of any nature whatsoever, it shall be sole responsibility of the BIDDER to contest the same at appropriate forum(s).
- k. Medical benefits should be provided by the BIDDER to the resources deployed.

**14.10. Conflict of Interest**

The BIDDER shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the BIDDER or the BIDDER 's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

**14.11. Severance**

In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law of India, the remaining provisions of this Contract would remain in full force and effect.

**14.12. Force Majeure**

- a. For the purposes of this RFE, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, landslide, fire, explosion, storm, tempest, flood, hurricane, cyclone, lightning, thunder, other adverse weather conditions, volcanic eruption, pandemic, quarantine, plague, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b. Force Majeure shall not include any event that is caused by the negligence or intentional action of a Party or its agents or its employees, or any event which a diligent Party could reasonably have been expected to have considered at the time of the conclusion of the Contract and to have avoided or overcome in the carrying out of its obligations hereunder, through exercise of reasonable skill and care.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- d. If at any time, during the term of the Contract, the performance in whole or in part by any Party of any obligation hereunder is prevented or delayed by reasons of occurrence of Force Majeure events as defined

above, and notice of such occurrence is duly furnished by such Party, seeking concession, to the other, as soon as practicable, but within 21 days from the date of such occurrence, and satisfies the party adequately of the measures taken by it, no Party shall, by reason of that event, be entitled to terminate the Contract, nor shall any Party have any claim for damages against the other Parties in respect of such non-performance or delay in performance, and deliveries under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased; and the decision of the Purchaser as to whether the deliveries have resumed or not shall be final and conclusive.

#### **14.13. Events of Default by Bidder**

- a. The failure on the part of the BIDDER to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the BIDDER. The events of default as specified above may include inter-alia the following:
  - The BIDDER has failed to perform any instructions or directives issued by the Purchaser which it deems proper and necessary to execute the scope of work under the Contract, OR
  - The BIDDER 's Team has failed to conform with any of the Service/Facility Specifications/standards as set out in the scope of work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by the Purchaser during the term of this Contract and which the Purchaser deems proper and necessary for the execution of the scope of work under this Contract.
  - The BIDDER has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract.
  - The BIDDER has failed to comply with or is in breach or contravention of any applicable laws of India.
- b. Failure of the successful BIDDER to comply with the Tender requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Security Deposit.
- c. In case of exigency, directly and solely attributable to BIDDER, if the Purchaser gets the work done from elsewhere, the difference in the cost of getting the work done shall be borne by the BIDDER.

#### **14.14. Dispute Resolution /Arbitration**

##### **14.14.1 Amicable settlement**

The Parties shall, in good faith, endeavour to settle amicably all disputes arising out of or in connection with this Agreement or interpretation thereof.

##### **14.14.2. Dispute Resolution**

- a. Any dispute, difference or controversy whatsoever, howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by any Party to another Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in as per `Confidentiality of Other Terms and Conditions for BIDDER `.
- b. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
- c. Any Dispute which is not resolved amicably by conciliation as provided in as per `Confidentiality of Other Terms and Conditions for BIDDER `, shall be finally decided by reference to Arbitration.
- d. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any Arbitration proceedings hereunder.

#### **14.14.3. Conciliation**

In the event of any Dispute between the Parties, any Party may call for amicable settlement, and upon such reference, the nominated persons shall meet not later than 10 days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the said period of 10 days, or the Dispute is not amicably settled within 15 days of the meeting, or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 days of the notice in writing referred to in ` Other Terms and Conditions for Bidder/ BIDDER ` or such longer period as may be mutually agreed upon by the Parties, any Party may refer the Dispute to Arbitration in accordance with the provisions of section Terms and Conditions for BIDDER.

#### **14.14.4. Arbitration**

- a. Without prejudice to the right of the Purchaser to terminate the Contract and pursue other remedies thereunder, if a dispute, controversy or claim arises out of or relates to the Contract, or breach, termination, or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved by the Parties through discussion and conciliation, then the Parties shall refer such dispute for Arbitration.
- b. The arbitration shall be restricted to disputes with a value less than ₹10 crore, which is the value of the dispute, not the value of the contract. In cases having dispute value of more than ₹10 crore, arbitration will not be a method of dispute resolution in the contract.
- c. The Arbitration shall be held in accordance with the provisions of the India International Arbitration Centre Act, 2019 and the rules and regulations made thereunder. The venue of the Arbitration shall be Delhi.
- d. The Arbitration award shall be final and binding upon the Parties. Each Party shall bear the cost of preparing and presenting its case, and the cost of Arbitration, including fees and expenses of the Arbitrator, and administrative charges shall be shared equally by the parties, unless the award otherwise provides.
- e. The courts in Delhi shall have exclusive jurisdiction in relation to this Contract.

#### **14.15. Applicable Laws**

The BIDDER shall be governed by the laws of India and shall include 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 or until the date of the execution of the Agreement, and during the subsistence thereof, that the Purchaser may get into with the BIDDER, applicable to the Project.

#### **14.16. Adherence to safety procedures, rules, regulations and restriction**

- a. BIDDER shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Purchaser's employee shall also comply with safety procedures/policy.
- b. The Purchaser shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- c. BIDDER shall also adhere to all security requirement/regulations of the Purchaser during the execution of the contract.
- d. Access to the Purchaser's APM and Data centre shall be strictly restricted in the following manner:
  - No access to any person except one explicitly authorised by the Purchaser shall be allowed entry. Even if granted, access shall be restricted to system/equipment necessary to run the engagement and access to any other equipment must be strictly precluded by necessary means, locks, video surveillance, etc.
  - No access to any employee of the BIDDER, except the essential staff who has genuine work-related need, shall be furnished.

**14.17. Statutory Requirements**

- a. During the tenure of the contract nothing shall be done by the Purchaser in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange, etc.
- b. The BIDDER and their personnel/representative shall not alter / change / replace any hardware component proprietary to the Purchaser and/or under warranty or AMC of third party without prior consent of the Purchaser.
- c. The BIDDER and their personnel/representative shall not without consent of the Purchaser install any hardware or software not purchased / owned by the Purchaser.

**14.18. Information Security**

- a. The BIDDER shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the Purchaser, out of Datacentre and extended location premises without prior written permission from the Purchaser.
- b. BIDDER acknowledges that Purchaser proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license Work Order with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Purchaser; and BIDDER agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorised use or disclosure thereof, which care shall not be less than that used by BIDDER to protect its own proprietary information. BIDDER recognizes that the good shall of Purchaser depends, among other things, upon BIDDER keeping such proprietary information confidential and that unauthorised disclosure of the same by BIDDER could damage Purchaser and that by reason of BIDDER 's duties hereunder. BIDDER may come into possession of such proprietary information, even though BIDDER does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by the contract. BIDDER shall use such information only for the purpose of performing the said services.
- c. Any proprietary tools of the BIDDER, if any used for the project and BIDDER s Pre-existing IPR will remain with the BIDDER.
- d. The authorised signatory of the BIDDER shall sign the NDA with reference to this tender "The Official Secrets Act, 1923" within 7 days and submit the same along with the acceptance of the Work Order letter.
- e. All the deployed resources shall sign the NDA with reference to "The Official Secrets Act, 1923" within 7 days after confirmation of acceptance of the resource by Purchaser.

**14.19. Continuance of Contract**

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

**14.20. Termination of Contract**

Purchaser reserves the right to suspend any of the services and/or terminate the agreement in one or more of the following circumstances by giving 90 days' notice in writing.

**14.20.1 Termination process**

Upon occurrence of an event of default as set out in above clauses, Purchaser shall deliver a default notice in writing to the other party which shall specify the event of default and give the BIDDER an opportunity to

correct the default. At the expiry of notice period, unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the agreement.

#### **14.20.2 Termination for insolvency, dissolution, bribery**

The Contract may be terminated by the Purchaser and the deposits/guarantees in possession of the Purchaser (Security Deposit and the Performance Bank Guarantee) may be forfeited in case a public officer is bribed by the BIDDER or the BIDDER becomes insolvent or in case of dissolution/winding up of BIDDER, provided that such termination shall not prejudice or effect any right of action or remedy which has accrued thereafter to Purchaser.

In case of Contract termination for reasons specified in `Other Terms and Conditions for Bidder` the Purchaser reserves the right to recover any dues payable by the BIDDER from any amount outstanding to the credit of the BIDDER, including on account of any pending bills and/or by invoking the Performance Bank Guarantee and/or the Security Deposit in possession of the Purchaser and the remaining amount may be paid to the liquidator/BIDDER, as applicable.

#### **14.20.3 Termination for default/breach:**

Purchaser may without prejudice to any other remedy for breach of contract, (including forfeiture of security deposit and/or, Performance Bank Guarantee) by written notice of default sent to the BIDDER, terminate the contract in whole or in part after sending a notice to the BIDDER in this regard. Further, Purchaser may afford a reasonable opportunity to the BIDDER to explain the circumstances leading to such a breach and may increase the time limit for curing such breach before terminating the contract. Any notice served pursuant to this Clause shall give reasonable details of the breach. Following conditions shall be considered as breach of contract:

- a. If the BIDDER fails to accept the Work Order(s).
- b. The BIDDER /BIDDER 's Team has failed to conform with any of the Service/Facility Specifications/standards as set out in the scope of work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by the Purchaser during the term of this Contract and which the Purchaser deems proper and necessary for the execution of the scope of work under this Contract.
- c. The BIDDER goes into liquidation, voluntarily or otherwise.
- d. The BIDDER /BIDDER 's Team has failed to comply with or is in breach or contravention of any applicable laws.
- e. If the BIDDER fails to deliver services within the time period specified in the Work Orders granted by Purchaser.
- f. If the BIDDER fails to meet any other terms and conditions under the contract.

#### **14.20.4 Termination for convenience**

Purchaser may by written notice, sent to the BIDDER, terminate the Work Order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for Purchaser's convenience, the extent to which performance of work under the work-order and/or the contract is terminated and the date upon which such termination becomes effective. Purchaser reserves the right to cancel the remaining part and pay to the BIDDER an agreed amount for partially completed Services.

#### **14.20.5 Termination for violation of law/agreement**

- a. In the event of any content found to be in violation of any law or direction of statutory authority or found to be in contravention of Intellectual Property Rights (IPR) etc., Purchaser may suspend / terminate the Agreement. The Purchaser reserves the right to terminate the Agreement for any breach or non-observance or non-fulfilment of Agreement conditions that may come to its notice through complaints or as a result of the regular monitoring. Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of the Agreement:



- b. Neither Party shall represent the other Party in any of its dealings.
- c. The expiration or termination of the Agreement for any reason whatsoever shall not affect any obligation of either Party having accrued under the Agreement prior to the expiration or termination of the Agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.
- d. Purchaser reserves the right to terminate the Contract in the event of data breach or stealing of data or unauthorised access.
- e. Payments for all satisfactorily completed services till the time of termination shall be made to the BIDDER in the event of termination.

#### **14.20.6 Consequences of termination**

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the BIDDER shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor BIDDER to take over the obligations of the erstwhile BIDDER in relation to the execution/continued execution of the scope of the Contract.
- b. Nothing herein shall restrict the right of the Purchaser to invoke the BIDDER 's PBG and/or Security Deposit, enforce the indemnity as defined under 'Other Terms and Conditions for Bidder', and pursue such other rights and/or remedies that may be available to the Purchaser under law or otherwise.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- d. In case of termination, all hardware, software, licenses, tools and any other components for which the payment has been made by the Purchaser shall be the property of the Purchaser.
- e. Post the termination notice, the BIDDER shall provide support, as per the exit management provisions hereunder.

#### **14.21. Exit Management**

- a. The BIDDER may also prepare a structured and detailed exit management plan prior to submission of the Bid. Post signing of the contract, the exit management plan shall be finalized by the BIDDER in consultation with the Purchaser.
- b. The exit management requirements as elaborated below must be read in conjunction to and in harmony with related clauses of the contract.
- c. Given the critical nature of the service, it is imperative that a well-defined exit management strategy be made ready which shall enable easy transition of activities when the contract expires/ is truncated.
- d. Accordingly, the BIDDER shall finalize the exit management plan within two months of BIDDER Go-Live, which shall focus on the key activities it shall perform to ensure that a seamless transition of knowledge and activities be possible, and the same shall be evaluated. The exit management plan shall be based on the plan proposed by the BIDDER in its technical proposal. The final exit management plan shall have to be mutually agreed upon by Purchaser and the BIDDER.
- e. The BIDDER shall understand that ensuring a smooth transition at the end of the project period is a key requirement from Purchaser. The BIDDER needs to update the exit management plan on half yearly basis or earlier or whenever required by Purchaser in case of major changes during the entire contract period. While proposing the exit management plan, the BIDDER shall ensure that the subsequent points are taken care of.
- f. At the end of the contract period or during the contract period or contract termination, if any other agency is identified or selected for providing services related to the scope of work as in the contract, the BIDDER

shall ensure proper and satisfactory transition is made to the other agency. In case Purchaser wants to take over the project itself, then BIDDER has to ensure proper transition to the team designated by Purchaser.

- g. All risks during transition stage shall be properly documented by BIDDER and mitigation measures be planned in advance and recorded in the exit management plan so as to ensure smooth transition without any service disruption.
- h. The BIDDER shall provide all knowledge transfer of the system to the satisfaction of Purchaser as per the specified timelines.
- i. The exit management period starts:
- j. In case of expiry of Contract, at least 12 Months prior to the date when the Contract comes to an end, or
- k. In case of termination of Contract, on the date when the notice of termination is sent to the BIDDER.
- l. The exit management period ends on the date agreed upon by the Purchaser or 12 Months after the beginning of the exit management period, whichever is earlier. In case of termination 12 Months exit period applies there also until Purchaser decides otherwise.

#### **14.22. Applicability of the IT Act and Rules**

The support from the BIDDER should comply to standards (ISO 27001:2013, ISO 22301:2019, ISO 20000-1:2018 etc.) and regulations as notified by Government of India from time-to-time including but not limited to IT Act 2000 and its subsequent amendments, Digital Personal Data Protection Act 2023, RBI Guidelines, Ministry of Electronics and Information Technology (MEITY), CERT-IN, NCIIPC, NIC, etc. BIDDER need to ensure that offered support as part of project scope and ensuing policies and procedures to have strict compliance to all cyber/information security policies, procedures and regulation and its subsequent updates issued by Government of India or its authorized agencies during the entire Project duration.

#### **14.23. Intellectual Property Rights**

- a. Subject to the other provisions contained in this Clause, the BIDDER shall agree that all deliverables created or developed by the BIDDER, specifically for the Purchaser, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of National Informatics Centre (Purchaser).
- b. The Purchaser shall acknowledge that:
- c. In performing services under the Contract, the BIDDER may use BIDDER 's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by the BIDDER prior to or independent of the services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the services hereunder, ("the BIDDER 's Pre-Existing IP").
- d. Notwithstanding anything to the contrary contained in the Contract, the BIDDER shall continue to retain all the ownership, the rights title and interests on all the BIDDER 's Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting the BIDDER from using the BIDDER 's Pre-Existing IP in any manner.
- e. If any of the BIDDER 's Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under the Contract, the BIDDER hereby grants to the User Department/Purchaser a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license of the deliverables with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such deliverables and only as part of the deliverables in which they are incorporated or embedded.
- f. Purchaser being the owner of all the IPs created in the deliverables, except the pre-existing IPs of the BIDDER used in the development and deployment, shall have exclusive rights to use, copy, license, sell, transfer, share, deploy, develop, modify or any such act that the organisation/Purchaser may require or

find necessary for its purpose. The IP rights of the Purchaser shall indefinitely subsist or continue in all future derivatives of the deliverables.

- g. The BIDDER or its deployed resources shall have no claims whatsoever on the deliverables and all the IPs created in deliverables except its Pre-Existing IPs for which it shall grant all authorizations to the organisation/Purchaser for use as detailed in the Clause (c) above.
- h. Except as specifically and to the extent permitted by the BIDDER, the organisation/Purchaser shall not engage in reverse compilation or in any other way arrive at or attempt to arrive at the source code of the BIDDER 's Pre-Existing IP, or separate BIDDER 's Pre-Existing IP from the deliverable in which they are incorporated for creating a standalone product for marketing to others.
- i. The organisation/Purchaser shall warrant that the materials provided by the organisation/Purchaser to BIDDER for use during development or deployment of the application shall be duly owned or licensed by the organisation/Purchaser.
- j. The Purchaser's contractual rights to use the Standard Software or element of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with relevant licence to a legally constituted successor organisation (e.g., a reorganisation of a public entity formally authorised by the government or through a merger acquisition of a private entity).

#### **14.24. Transfer of Project documentation and data**

- a. Before the expiry of the exit management period, the BIDDER shall deliver relevant records and reports pertaining to the Project and its design, implementation, operation, and maintenance including all operation, maintenance records and manuals pertaining thereto and complete as on the divestment date.
- b. The BIDDER shall provide the Purchaser with a complete and up to date list of the documents, data and relevant system details to be transferred to the Purchaser within 30 days of start of Exit Management Period.
- c. The BIDDER shall pass on to the Purchaser, the subsisting rights in any licensed products on terms not less favourable to the Purchaser, than that enjoyed by the BIDDER.
- d. Even during the Exit Management period, the BIDDER shall continue to perform all their obligations and responsibilities as stipulated under the contract, and as may be proper and necessary to execute the Scope of Work in terms of the RFE, to execute an effective transition and to maintain business continuity.
- e. All solutions provided by BIDDER under the scope of the RFE should be interoperable during the transfer/hand over at time of exit/contract termination. No proprietary service is to be used/implemented by the BIDDER. Any customization/ tools/ effort required for smooth transfer of documentation and data arising out of interoperability issue will be borne by the BIDDER.
- f. The BIDDER shall assist the Purchaser to migrate the current services from the current infrastructure to Purchaser.
- g. All equipment and solutions utilised to deliver the project scope should have valid service contract and should not be under end of life/end of support during contract period.
- h. The BIDDER shall share the details of all existing service contracts and agreements executed with current vendors, sub-contractor, Service Provider to Purchaser on yearly basis under an NDA with the Purchaser.

#### **14.25. Official secrets**

The Service Provider shall ensure and inform all persons employed by it in any works in connection with the Contract that the Official Secrets Act, 1923 shall apply and continue to apply to them even after execution and expiry of the Contract or resignation by any employee and that they shall be bound to not disclose any information regarding this Contract to any third party. The Service Provider shall bring to the notice of the Purchaser any information found to be leaked or disclosed. Where such leakage or disclosure is brought to the notice of the Purchaser or the Purchaser detects any leakage or disclosure during the Contract Period (including any period for which the Contract is extended) or after its expiry, the person concerned as well as

the Service Provider shall be liable for penal action. The Purchaser shall have the liberty to terminate the Contract without notice, thereby invoking the exit management provisions of this Agreement.

**14.26. Publicity**

The BIDDER shall not publicize any information pertaining to this Project or the Purchaser without seeking prior written consent of the Purchaser.

**14.27. Restriction under rule 144 (xi) of the GFR 2017**

Any bidder from a country which shares a land border with India will be eligible to bid in this RFE only if the bidder is registered with the Competent Authority (i.e., Registration Committee constituted by Department for Promotion of Industry and Internal Trade (DPIIT)). Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same Competent Authority. Please refer to the Govt. notifications provided at <https://doe.gov.in/procurement-policy-divisions> for details and updates [under Rule 144 (xi) of the General Financial Rules 2017]. The bidder shall submit a certificate to this effect as per Annexures - `Format for Restriction under Rule 144(xi) of the GFR`. If such certificate, given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment and further legal action in accordance with the law.

**14.28. Compliance to Digital Personal Data Protection Act, 2023**

BIDDER shall ensure all the personal data in the BIDDER supplied components and platforms is stored in compliance with Digital Personal Data Protection Act, 2023. The BIDDER shall also ensure that personal data is being encrypted at rest and in motion, or used in tokenised form, or obfuscated/masked; and the access privileges to the back-end data segment are limited to the minimum necessary set of authorised users and are protected with multi-factor authentication.

**14.29. Completion Certificate and Final payment**

**14.29.1 Completion Certificate:**

Upon a written intimation from the BIDDER, the Purchaser shall issue a certificate of completion duly indicating the date of completion after satisfying itself of the following. The Purchaser may also issue such a certificate indicating the date of completion concerning any part of the service (before the completion of the whole of service), which has been completed to the satisfaction of the Purchaser:

- a. that the whole of the Services to be done under the provisions of the contracts have been completed or when any such certificate is given in respect of part of a service, such part shall be considered completed.
- b. that they have been inspected by him since their completion and found to be in good and substantial order,
- c. that such completed services have satisfactorily passed any final test or tests that may be prescribed,
- d. that all properties, works and things, removed, disturbed, or damaged in consequence of the Services have been adequately replaced and
- e. that the Purchaser has returned in good condition, all assets loaned or hired from the Purchaser (if any) and has given a satisfactory account of payments made to or retained by the Purchaser for such loaned/ hired assets,
- f. that the BIDDER has made good and satisfied in conformity with the contract all expenses and demands:
  - incurred by or made upon by the Purchaser.
  - for or in respect of damages or losses from or in consequence of the services.

#### **14.29.2 Approval Only by Completion Certificate**

No certificate other than completion certificate referred to in sub-clause above shall be deemed to constitute approval of any service or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the BIDDER or any part thereof or of the accuracy of any claim or demand made by the BIDDER or of additional varied Services having been ordered by the Purchaser nor shall any other certificate conclude or prejudice any of the powers of the Purchaser.

#### **14.29.3 Cessation of Procuring Entity's Liability**

After the issue of Completion Certificate, the Purchaser shall not be liable to the BIDDER for any matter arising out of or in connection with the contract for the delivery of the Services, unless the BIDDER shall have claimed in writing in respect thereof before the issue of the Completion Certificate for service in Contract.

#### **14.29.4 Unfulfilled Obligations**

Notwithstanding the issue of Completion Certificate for service, the BIDDER and the Purchaser shall remain liable for the fulfilment of any obligation incurred under the provision of the contract before the issue of the Completion Certificate for services, which remains unperformed at the time such certificate is issued. The contract shall be deemed to remain in force till the nature and extent of any such obligations are determined.

#### **14.29.5 Final Payment**

The BIDDER shall submit a Final bill on the Purchaser's certificate of completion regarding the services. The Final payment shall be made as per the following calculations to the BIDDER after receiving a clear "No Claim Certificate" signed from it:

- a. the total quantity of service executed by the BIDDER up to the completion date based on the Purchaser's or its representative's certified measurements.
- b. priced at the rates in the Price Schedule in the contract and for extra works under change management process.
- c. necessary adjustment for any payments already made or retained
- d. any deduction which may be made under the contract,
- e. a complete account of all claims BIDDER may have on the Purchaser, and the Purchaser gave a certificate in writing that such claims are correct.

#### **14.29.6 No Claim Certificate and Release of Contract Securities:**

The BIDDER shall submit a 'No-claim certificate' to the Purchaser in such form as shall be required by the Purchaser after the Services are finally admeasured and before the final payment/ PBG are released. The Purchaser shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the BIDDER. The BIDDER shall not be entitled to make any claim whatsoever against the Purchaser under or arising out of this Contract, nor shall the Purchaser entertain or consider any such claim, if made by the BIDDER, after he/she shall have signed a "No Claim" Certificate in favour of the Purchaser. The BIDDER shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

#### **14.29.7 Post Payment Audit:**

Notwithstanding the issue of Completion Certificate and release of final Payment, the Purchaser reserves the right to carry out within 180 days of such completion/ final payment, a post-payment audit and/ or technical examination of the Services and the final bill including all supporting vouchers, abstracts etc. If any over-payment to the BIDDER is discovered due to such examination, the Purchaser shall claim such amount from the BIDDER.

#### **14.29.8 Signature on Receipts for Amounts:**

Every receipt for money, which may become payable, or for any security which may become transferable to the BIDDER, the contract, shall if signed in the partnership name by any one of the partners of a BIDDER 's firm, be a suitable and sufficient discharge to the Purchaser in respect of the sums of money or security purported to be acknowledged thereby. In the event of death of any BIDDER contractor, partners during the pendency of the contract, every receipt by anyone of the surviving constituents shall be suitable and sufficient discharge as aforesaid. Nothing in this Clause shall be deemed to prejudice or effect any claim that the Purchaser may hereafter have against the legal representative regarding any breach of any contract conditions by any BIDDER partner/member so dying. Nothing in this clause shall be deemed to prejudice or effect the respective rights or obligations of the BIDDER partners/ members and the legal representatives of any deceased BIDDER partners/ members.

#### **14.29.9 Defects Liability Period**

- a. The BIDDER warrants that the Services have been delivered as per description, scope/ quantum, performance standards and quality outlined in the contract. This Defect Liability shall be in effect for a period stipulated in the contract (or if not specified for ninety (90) days) from completing the Services. The contract shall be deemed alive during this period, even if final payment and/ or Performance Guarantee has been released.
- b. During the Defects Liability Period, upon discovering any deficiencies in outputs/ outcomes attributable to a shortfall in scope/ quantum, performance standards and quality of the performed Services, the Purchaser shall give written notice to the BIDDER.
- c. Upon receiving such notice, the BIDDER shall, within 21 days (or within any other period, if stipulated in the contract), expeditiously remedy or reperform the Services or parts thereof, free of cost, at the site.
- d. If the BIDDER, having been notified, fails to rectify/ replace the defect(s) within 21 days (or within any other period, if stipulated in the contract), it shall amount to breach of Contract, and the Purchaser shall proceed to take such remedial action(s) as deemed fit by it as detailed.

#### **14.30. Security Deposit**

1. The Selected Bidder(s) shall submit the security deposit in the form of Bank Guarantee.
2. The Security Deposit shall be equivalent to 2% of the estimated value of the RFE from a scheduled commercial bank in favour of National Informatics Centre Services Inc. (NICS), New Delhi. Details will be provided after bid selection.
3. The Security Deposit shall remain valid for a period of 90(Ninety) days beyond the last date of the Contract.
4. The Selected Bidder(s) shall be required to extend the date of validity period of the submitted security deposit or submit additional security deposit for the extended period of contract, as deemed necessary by the purchaser.
5. The Selected Bidder(s) shall be required to submit Security Deposit (in the form of bank guarantee) within 15 days from the date of issuance of the contract.
6. The Purchaser shall have the right to forfeit the Security deposit, as applicable if the Selected Bidder(s) fails to meet the terms and conditions of the tender document or fails to perform any other obligation under the Contract or fails to execute the Work orders issued by Purchaser.

7. Apart from this the Purchaser also reserves the right to terminate the contract of the Selected Bidder(s) in case of repeated default.

NOTES

## 15. Instruction to Bidder

### 15.1. Overview

Bidder shall adhere to the timelines as mentioned in the paragraph: Summary Sheet and in this RFE. No Bids shall be accepted post the last date of submission of Bid. Bids submitted online, shall only be considered for the Tender opening process and further evaluation. This RFE document supersedes the CPPP bid document's general Terms and Conditions. Incomplete Bids may be rejected.

### 15.2. Online Bid Submission

1. This RFE has been published on the e-Tender through Government e-Marketplace - CPPP portal ([URL: https://etenders.gov.in/eprocure/app](https://etenders.gov.in/eprocure/app)). The Bidders are required to submit soft copies of their bids electronically on the CPPP Portal (URL: <https://etenders.gov.in/eprocure/app>), using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPPP Portal.
2. Prospective Bidders desirous of participating in this Tender may view and download the Tender document/ corrigendum as a revised RFE document free of cost from the above-mentioned website.
3. The Bidders are expected to examine all instructions, forms, terms, scope of work and other information in the RFE/ corrigendum/ revised RFE as a corrigendum document.
4. More information useful for submitting online bids on the CPPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>
5. Online Bids shall be submitted as per the below:

Packet Number	Documents to be uploaded	Packet File Format
Packet-1 (Technical Bid) (As per online provision)	<p>The file should be saved and uploaded in a PDF format only as "Packet 1_&lt;Bidder Name&gt;".pdf</p> <p>a. Scanned copy of <b>Original Power of Attorney letter</b> in a Non-Judicial Stamp Paper of at-least Rs.100/- Or Board Resolution in Letter Head in original in case of Registered Limited Companies Or Original Authorization in Letter Head in case of Partnership Firm Or <b>Original Self Certificate in Letter Head</b> in case of Proprietorship naming/indicating the person authorised to sign the Bid (PDF).</p> <p>b. Scanned copy of duly filled signed and stamped Pre-qualification Evaluation and all the supporting/mandated documents and Annex(s) required for eligibility criteria.</p> <p>c. Scanned copy of Bidder's Profile as per Annexure: Bidder's Profile duly filled in, signed and stamped along with all supporting documents.</p> <p>d. All the supporting documents as per paragraph Technical Evaluation Criteria</p> <p>e. Scanned copy of Annexure: BIDDER / CONSORTIUM PARTNER Declaration for IT Act and Annexure: Annexure: Bidder's Blacklisting Declaration</p> <p>f. Annexure: Covering Letter</p>	PDF



Packet Number	Documents to be uploaded	Packet File Format
	<p>g. A signed copy of the Integrity Pact as per the format given at Annexure: Format for Integrity Pact.</p> <p><b>Note:</b>  <i>The PDF file not containing above documents or <b>containing the financial Bid in the explicit/implicit form</b> may lead to rejection of the Bid.</i>  <i>Provide other document(s), as asked/mentioned anywhere in the RFE to be submitted along with technical Bid.</i></p>	
Packet-2 (Financial Bid) <i>(As per online provision)</i>	Financial Bid to be uploaded as per Annexure: Format for Grand Total Value and Annexure: Detailed Financial Bid.	.xls and .rar

#### **Instructions for Packet-1**

- (a) All the Bid documents duly signed by the Authorised Signatory of the Bidder and stamped with Bidder's seal.
- (b) It shall be the sole responsibility of the Bidder to check (and double-check) the page number referencing made for supporting documents in the checklist indicated under **paragraph: Evaluation Process**. No relevant information/document should be left, whether listed above or not.
- (c) Bidder must provide all documents mandated for Bidder's profile, eligibility criteria, etc.
- (d) The document should have a table of contents indicating page number where supporting document are placed. All pages in the Bid document should be sequentially numbered, stamped and signed by the Authorised Signatory of the Bidder.
- (e) Provide other document(s), as asked/mentioned anywhere in the RFE/corrigendum as a revised RFE document to be submitted along with technical Bid.
- (f) Technical Bid should not contain financial details.

#### **Instructions for Packet-2**

- (b) The Bidder must upload the BOQ as per the format provided on the portal. The Bidder must adhere to terms and conditions and fill in the required details as required in BOQ.
- (c) The Bidder must strictly follow the prescribed format as specified in the detailed Financial Bids.
- (d) During financial opening, only the Grand Total Value quoted by the Bidder on the CPPP portal shall be considered for determining the LQ1 Bidder based on the GTV value.
- (e) All the Bid documents shall be duly signed by the authorised signatory of the company and stamped with company seal.

#### **15.3. General Instructions for Bid Submission**

1. The Purchaser shall not be responsible for any delay on the part of the Bidder in submission of the Bid. The Bids submitted by Fax/E-mail etc. shall not be considered. No correspondence shall be entertained on this matter.
2. Conditional Bids or any form of deviations from the RFE shall not be accepted on any ground and may be rejected. (A Bid is conditional when Bidder submits its Bid with his own conditions and stipulations extraneous to the terms and conditions specified in this RFE) If any clarification is required, the same should be obtained before submission of the Bids i.e., during pre-Bid meeting.
3. No Bids shall be accepted after the expiry of the deadline as stated in the paragraph: Summary Sheet.

4. In case, the day of Bid submission is declared Holiday by Government of India, the next working day shall be treated as day for submission of Bids. There shall be no change in the timings.
5. All pages of the Bid being submitted must be signed by the Authorized Signatory, stamped and sequentially numbered by the Bidder irrespective of the nature of content of the documents.
6. At any time prior to the last date for receipt of Bids, the Purchaser, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFE by publishing a corrigendum/ revised RFE as a corrigendum document. The corrigendum/ revised RFE as a corrigendum document shall be notified on the CPPP portal and should be taken into consideration by the Bidders while preparing their Bids. It is the responsibility of the Bidder to check website for any such notice/changes and submit its Bid accordingly.
7. In order to give Bidders reasonable time to take the amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids. No Bid may be modified subsequent to the last date for receipt of Bids.
8. In case any terms and conditions of the RFE is/are not acceptable to the Bidder, or the Bid is submitted with any deviation, the Bid may be rejected.
9. Ambiguous/Incomplete/Illegible Bids may be out rightly rejected. Bid in which the financial value is not quoted shall be consider as non-responsive and shall be rejected.
10. Bidder(s) are advised to study the RFE document carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and required specifications in the RFE with full understanding of its implications. Bids not complying with all the given provisions in this RFE shall be rejected. Failure to furnish all information required in the RFE or submission of a Bid not responsive to the RFE in all respects shall be at the Bidder's risk and may result in the rejection of the Bid.
11. RFE process shall be over after the issuance of contract to the Selected Bidder(s).
12. Submission of false/forged documents shall lead to forfeiture of EMD.
13. Information relating to the evaluation of Bids and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
14. Any queries relating to the process of online bid submission or queries relating to CPPP Portal in general may be directed to the Help desk email: cppp-doe[at]nic[dot]in. The contact numbers for the helpdesk are Toll Free Numbers (Inbound): phone+91 0120-4001002 | +91 0120-4001005 | +91 0120-4493395

#### **15.4. Bid Validity**

Bid must be valid for a period of 180 calendar days from the last date of Bid submission. If necessary, the Purchaser may seek an extension in the Bid validity period. The Bidders, not agreeing for such extensions shall be allowed to withdraw their Bids.

#### **15.5. Assistance to Bidders**

1. Any queries relating to the tender document and the terms and conditions contained therein shall be addressed to the relevant contact person indicated in the tender.
2. Any queries relating to the process of online Bid submission or queries relating to CPPP portal in general may be directed to CPPP portal helpdesk.
3. Financial Prices shall not be indicated in the Technical Bid, not adhering to which shall lead to disqualification of the Bid.

**15.6. Correspondence Address of the Bidder**

The Bidder shall designate the official mailing address, place, email, phone, and fax number to which all correspondence shall be sent by the Purchaser.

**15.7. Period of Validity of Contract/Agreement**

The period of validity of the contract shall be 3 years from the date of Award of the Contract and extendable up to a maximum period of 1 year (to facilitate handover to next SI), as deemed appropriate by the Purchaser.

**15.8. Cost of Bid**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the Bid, if so desired by the Purchaser. The Purchaser shall in no case be responsible or liable for any costs, regardless of the conduct or outcome of the Tendering process.

**15.9. Influencing the Purchaser**

Any effort by the Bidder to influence any activities related to Tender such as Bid evaluation, bid comparison or Contract award decisions may result in the rejection of the Bidder's Bid.

**15.10. Purchaser Clarification**

When deemed necessary, as part of Technical and Financial Evaluation, during the tendering process, the Purchaser may seek clarifications or ask the Bidders to make presentations/ clarifications on any aspect from any or all the Bidders.

**15.11. Bidder's Clarification on Tender Document**

Bidders requiring any clarification on the Tender Document may submit their queries, on CPPP portal. The queries must be submitted on the CPPP portal only to be considered for clarification.

The Purchaser shall not respond to any queries not adhering to the above-mentioned format. Bidders are responsible for duly checking the website for any clarifications.

**15.12. Amendment of Tender Document**

1. At any time prior to the last date for receipt of Bids, the Purchaser, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment. The amendment shall be notified on CPPP portal and shall be taken into consideration by the prospective agencies while preparing their Bids.
2. In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the last date for the submission of Bids.
3. Purchaser at any time during the tendering process can request all the prospective Bidders to submit revised Technical/ Financial Bids and/or Supplementary financial Bids without thereby incurring any liability to the affected Bidder or Bidders.

**15.13. Revelation of Prices**

Prices in any form or by any reason before opening the Financial Bid shall not be revealed by the Bidder, failing which the Bid shall be liable to be rejected.

**15.14. Bid Opening**

1. The Purchaser shall download the Technical Bid (Packet-1) from the portal at first. Bidder's representatives can remain present during the Bids download process.
2. For Technical evaluation, these technical Bids shall be passed on to a duly constituted Technical Evaluation Committee (TEC).

3. Financial Bids of only those Bidders whose Bids are found qualified by the Technical Evaluation Committee (TEC) as per both Pre-Qualification (PQ) and Technical Qualification (TQ) criteria shall be opened for further evaluation.
4. Financial Bids, original and revised (if any) for the technically qualified bidders only, shall be opened.
5. The Financial Bids shall be evaluated by the duly constituted Financial Evaluation Committee (FEC).

NOTES

## **Annexure Documents**

**1. Annexure: Manufacturer's Authorization Format (MAF)**

Date: \_\_\_\_\_

RFE No.: \_\_\_\_\_

To,  
Tender Division,  
National Informatics Centre Services Inc.,  
1st Floor, NBCC Tower,  
15 Bhikaji Cama Place,  
New Delhi -110066  
Tel: 011-22900534/35  
Email – [tender-nicsi@nic.in](mailto:tender-nicsi@nic.in)

**Subject: Manufacturer Authorization for RFE:** \_\_\_\_\_

Sir,

We, <OEM Name> having our registered office at <OEM address>, hereinafter referred to as OEM are an established manufacturer of the following items quoted by <Bidder Name> having their registered office at <Bidder address>, hereinafter referred to as Bidder.

We <OEM Name> authorise <Bidder's name> to quote our product for above specified tender as our Authorised Indian Agent.

We confirm that we have understood the installation and configuration timelines defined in the tender. We confirm that we have worked out all necessary logistics and pricing agreement with <Bidder name>, and there won't be any delay in delivery, installation and support due to any delay from our side. Our full support as per pre-purchased support contract is extended in all respects for supply, warranty and maintenance of our products. In case of any difficulties in logging complaint at Bidder end, user shall have option to log complaint at our call support centre.

We also undertake that in case of default in execution of this tender by Bidder, we shall provide necessary support to Purchaser in identifying another authorised partner with similar certifications/capabilities and extend support to the new partner in accordance with OEM's agreement with the new partner. In case Bidder is unable to fulfil the obligations given under this tender, OEM shall be responsible to replace the Bidder with an alternate Indian Authorised agent to facilitate Purchaser to get the requisite work done. OEM shall also ensure that the alternate Indian Authorised Agent in this case shall abide by all the terms and conditions laid down under this tender and during the contract of the Bidder for the quoted OEM products.

We understand that any false information/commitment provided here may result in <OEM's Name> getting debarred from doing business with National Informatics Centre Services Inc.

Thanking You

For <OEM/ Manufacturer name>

< (Authorized Signatory)>

**Name of the Authorized Signatory:**

**Designation:**

**E-mail ID:**  
**Phone No (Office):**

**Signature:**  
**Seal of the Company**

**Note:**

- a) The letter shall be submitted on the letter head of the manufacturer / OEM and shall be signed by the authorised signatory

NOTES

## 2. Annexure: Manpower Deployment

Date: \_\_\_\_\_

RFE No.: \_\_\_\_\_

To,  
Tender Division,  
National Informatics Centre Services Inc.,  
1st Floor, NBCC Tower,  
15 Bhikaji Cama Place,  
New Delhi -110066  
Tel: 011-22900534/35  
Email – [tender-nicsi@nic.in](mailto:tender-nicsi@nic.in)

**Subject: Manpower Deployment for RFE:** \_\_\_\_\_

The bidder shall propose the year wise manpower deployment in the format provided below:

S. No.	Designation	Quantity		
		Year 1	Year 2	Year 3
1				
..				

**Note:** The no. of resources proposed for each designation shall not decrease during the Contract period. However, the Purchaser reserves the right to increase the proposed manpower by the MSP, if required.

Thanking You

For <MSP>  
< (Authorized Signatory)>  
Name:  
Designation:  
Contact Details:  
Seal of the Company



### 3. Annexure: Bidder's Blacklisting Declaration

Date: \_\_\_\_\_ RFE No.: \_\_\_\_\_

To,  
Tender Division,  
National Informatics Centre Services Inc.,  
1st Floor, NBCC Tower,  
15 Bhikaji Cama Place,  
New Delhi -110066  
Tel: 011-22900534/35  
Email – [tender-nicsi@nic.in](mailto:tender-nicsi@nic.in)

Subject: Declaration for bidder's blacklisting for participation in the RFE of NICS I titled "\_\_\_\_\_" and RFE No. \_\_\_\_\_.

Sir,

We, <MSP> having our registered office at <MSP address>, are an established authorized partner cum MSP since last <No. of years> and have our registered office at < address of registered office >.

We do hereby confirm, that we have read and understood each and every tender terms and conditions of above cited tender and are bidding in complete compliance of all terms and conditions of tender. We understand that it will be our sole responsibility to deliver the product and services as per conditions set out in tender. Any failure at our end will make us liable for penalties as defined in tender and cancellation of empanelment.

We do hereby also confirm that our company has not been blacklisted in any Central / State Government department, public sector undertaking and autonomous body in last three years.

Thanking You

For <MSP>

< (Authorized Signatory)>

Name:

Designation:

Contact Details:

Seal of the Company

#### 4. Annexure: Technical Specification

The Annexure is required to be submitted on the letter head of OEM.

S. No.	Specification	Specification Name	Mandatory (Yes/ No)	Compliance (Yes/ No)	Reference (Document /Page no)
1	Basic information of Application Performance Monitoring Software	Type of Licence – Subscription Numbers of years up to which support is available from OEM – 3 years	Yes		
2	Make In India	Product should be Make in India/Only make in India with Class 1 or Class 2 certificate dully approved by the OEM	Yes		
3	Provision of Single UI Monitoring	Server Monitoring, Database Monitoring, Network Visibility, Application Monitoring, End user experience/ performance monitoring	Yes		
4	Capability of software to address various dimensions of performance management	Architecture discovery modelling and display, Transaction profiling, Deep-dive monitoring, Analytics, End User experience/performance	Yes		
5	Types of APM & comprehensive observability monitoring tools	<ul style="list-style-type: none"><li>• App Metrics based, Code level performance, Network based, Performance of individual web requests or transactions</li><li>• Usage and performance of all application dependencies like databases, web services, caching etc</li><li>• Detailed transaction traces down to specific lines of code</li><li>• Basic server metrics like CPU, memory etc,</li><li>• Application framework metrics like performance counters, JMX mBeans, etc monitoring tool,</li><li>• Custom applications metrics created by the dev team or business,</li><li>• Application log data,</li><li>• Application log data analysis,</li><li>• Application errors</li><li>• Real user monitoring</li></ul>	Yes		

S. No.	Specification	Specification Name	Mandatory (Yes/ No)	Compliance (Yes/ No)	Reference (Document /Page no)
6	Policy rules engine & alerting (trigger alerts/notifications) mechanism	<ul style="list-style-type: none"> <li>Point-n-click rules wizard,</li> <li>Leverage multiple data inputs into analysis (app performance data, machine data and customer provided data)</li> <li>Use Boolean logic to combine multiple conditions through AND/OR logic</li> <li>Disable rule evaluation temporarily to predetermined maintenance windows</li> <li>When rules are violated (email, SMS or custom), Use complex logic / analytics to combine different metrics into one trigger/alert</li> </ul>	Yes		
7	Features and functionality parameters	<ul style="list-style-type: none"> <li>Provision for Code level diagnostics of poorly performing business transactions by Class level visibility, Method level visibility,</li> <li>Flexibility of software to monitor application deployed at Internally (including virtual environments/private cloud), External cloud, Hybrid cloud</li> </ul>	Yes		
8	When rules are violated (email, SMS or custom)	Capability to send email, SMS or post to webhook)	No		
9	Per License Capability	<ul style="list-style-type: none"> <li>Application Monitoring available in the offered product Application Instance, DB Instance, JVM Instance, At least Five container instances</li> <li>Infrastructure Monitoring available in the offered product should include OS parameters (CPU, Disk, Memory), Process, Network Communication</li> <li>Real User Monitoring available in the offered product,</li> <li>BW/Storage limit on Monitored Server instances</li> <li>Log Collection &amp; analysis should be scalable to 10 TB log ingestions per day without any performance impact</li> <li>Unlimited Reporting on collected Data</li> </ul> Provision should be for Swappable License (Platform, OS, DB etc)	Yes		

S. No.	Specification	Specification Name	Mandatory (Yes/ No)	Compliance (Yes/ No)	Reference (Document /Page no)
10.1	Features and Functionality Parameter Part - 1	<ul style="list-style-type: none"> <li>Provision of Single platform architecture and Web UI to address various dimensions of Application</li> <li>Performance Management - End user experience monitoring, Architecture discovery modelling and display, Transaction profiling, Deep-dive monitoring analytics, Unified visibility into Application, DB, Server, User and Analytics</li> <li>Provision of Web UI to provide custom Role based access control for granular controls</li> <li>Provision of Automatic Business metrics and Application performance correlation through Analytics</li> <li>Provision of Automatic Infrastructure Metrics, Logs &amp; Application, performance correlation through Analytics</li> <li>Provision in the offered product for flexibility to monitor applications deployed - On-Premises, Multi -location, Multi-DC, On Cloud, On hybrid-cloud</li> <li>Provision of Automatic &amp; dynamic base lining of all components/metrics including custom metrics through AI/Machine learning,</li> </ul>	Yes		
10.2	Features and Functionality Parameter Part - 2	<ul style="list-style-type: none"> <li>Provision for base lining of Performance</li> <li>Provision for Code Level, (Method/Class) diagnostic on Poorly performing transactions</li> <li>Provision for OOB integration or API to access APM Data as well as to integrate with leading Service Desk, Development &amp; Automation tools</li> <li>It should have an in-built log monitoring solution with SQL based and free text-based query for search and should at least support data ingestion of 5 TB raw logs per day, without any performance impact</li> <li>Provision for SSL/ Encrypted data transmission between every monitoring component</li> </ul>	Yes		

S. No.	Specification	Specification Name	Mandatory (Yes/ No)	Compliance (Yes/ No)	Reference (Document /Page no)
		<ul style="list-style-type: none"> <li>Provision to perform synthetic jobs on web browsers in the same UI as the rest of the solution with capability to script &amp; measure multi-page workflows</li> <li>Provision to store and work on historical data (in Days)</li> </ul>			
11	Web UI Capability	<ul style="list-style-type: none"> <li>Provision for Dashboard with summary on real time data on Key Metrics (such as response time, errors, Requests count, Intrametric etc.) aggregated per application</li> <li>Provision for Drill Down capabilities from summary Dashboard to any instance of any Application component with real time data on Key Metrics (response time, errors, Requests count etc.) aggregated at that level</li> <li>Provision for Configuration, Management, Monitoring, Analysis &amp; Reporting through Single Web-based user interface with SSO</li> <li>Provision to Create Custom Dashboards, Provision for Alert sand Notification configuration through Web UI</li> <li>Capability to generate Reports through Web UI in the offered product for Basic Reports, Custom Reports etc</li> <li>Capability to export generated reports in multiple formats</li> <li>Provision for usage and performance analytics based upon - Device type, OS type, OS version, Browser type, Location, Provision to Display Key metrics on Geo Map</li> </ul>	No		

S. No.	Specification	Specification Name	Mandatory (Yes/ No)	Compliance (Yes/ No)	Reference (Document /Page no)
12.1	APM Capability Part - 1	<ul style="list-style-type: none"> <li>• Capability to automatically discover bus ness transactions and components including backends (DB, Web Services etc.)</li> <li>• Capability to automatically create a visualization of the entire application topology &amp; interactions within all components</li> <li>• Capability to capture custom business metrics without changing application code</li> <li>• The offered product automatically can Count measure and score every transaction, Discover code deadlocks</li> <li>• Provision to auto Identify for Slow transactions, Error transactions, Stalled transactions, Components &amp; backends, External calls, Slow Db queries</li> <li>• Provision to auto Identify for Capability to provide Network Visibility on Host (Network end points &amp; visibility)</li> <li>• Provision of Detailed transaction traces down to specific lines of code/Method/Class</li> <li>• Provision to Report application errors &amp; exceptions</li> <li>• Provision to collect DB data (SQL Explain &amp; Execution plans, locks, performance, stalls etc.)</li> <li>• Provision to drill down from business transaction to correlated log entries in single platform</li> <li>• Provision to compare business transact ions flows for different custom time ranges (Trend Analysis),</li> </ul>	Yes		

S. No.	Specification	Specification Name	Mandatory (Yes/ No)	Compliance (Yes/ No)	Reference (Document /Page no)
12.2	APM Capability Part - 2	<ul style="list-style-type: none"> <li>Provision of Application framework metrics (performance counters, JMX m Beans, Java Memory leaks etc.)</li> <li>Provision of Real user monitoring (all Popular browsers &amp; Mobile Devices)</li> <li>Capability to Monitor Containerized Application &amp; Micro services metrices without changing container image</li> <li>Capability to group transactions together based on a user-identification parameter like Session ID, IP etc. and display all transactions in order of execution</li> <li>Forecasting: Tool should predict future trends using machine learning models.</li> <li>Multivariate Correlation: Tool should analyse relationships between multiple variables.</li> <li>Automated Root Cause Analysis (Auto RCA): Tool should automatically identify the root cause of incidents. Slow Degradations: Tool should identify and alert on gradual performance degradations</li> <li>Anomaly Detection: Tool should detect deviations from normal behaviour using advanced algorithms</li> <li>Real-Time Alerts on Anomalies: Tool should provide instant notifications for detected anomalies</li> <li>Dynamic Baselineing: Tool should automatically establish and update baselines for normal behaviour. Compare Past Behaviour: Tool should enable comparison of current metrics with historical data.,</li> </ul>	Yes		
13	Infrastructure Monitoring Capability	<ul style="list-style-type: none"> <li>Provision to automatically monitor basic hardware metrics for - 1. CPU Memory &amp; System Load, 2. Disc Metrics, 3. Network Metrics</li> <li>Provision to automatically monitor Process related metrices for - Process ID, Count, Resources thro ugh put, Threads, Status</li> </ul>	No		

S. No.	Specification	Specification Name	Mandatory (Yes/ No)	Compliance (Yes/ No)	Reference (Document /Page no)
14	Real User Monitoring Part	<ul style="list-style-type: none"> <li>Provision for Mobile Apps (Hybrid &amp; Native) with popular Mobile OS across multiple App versions,</li> <li>Provision to Trace transactions from App/browser all the way to the server side</li> <li>Ability to track user sessions (App/Browser) to understand user flows and behaviour</li> <li>Ability to capture user interactions (User Journey)</li> <li>Provision for configurable option through Web UI to monitor either all user- sessions &amp; all requests or only a SAMPLE set of sessions &amp; requests as per need basis</li> <li>Provision to automatically injects on all/selected pages</li> <li>Provision for browser/app metrics (cache hits, load time, TTFB etc.) for all web resources on all pages being monitored</li> <li>Provision for detailed browser/uptraces for poor performing end user requests</li> </ul>	Yes		
15	Analytics Capability	<ul style="list-style-type: none"> <li>Provision for Automatic Impact analysis due to slow, stalled &amp; error transactions</li> <li>Provision for Automatic analysis of end-to-end APM data to provide root cause analysis &amp; hot-spots</li> <li>Provision for Automatic Application log data analysis &amp; correlation with APM &amp; Infrastructure Metrics</li> <li>Provision for Auto-Inject transaction Identifier in logs, so that logs for a particular transaction can be fetched and correlated with APM data</li> <li>Provision to correlate data between mobile/browser, server, infrastructure and log monitoring</li> <li>Capable to offer graphical query, builder as well as analytics query, language to enable advanced users to create complex queries to get Desired outcome</li> </ul>	Yes		



S. No.	Specification	Specification Name	Mandatory (Yes/ No)	Compliance (Yes/ No)	Reference (Document /Page no)
16	Alerts & Notification Capability	<ul style="list-style-type: none"> <li>Provision for Point-n-click rules/Policy based configuration on Web UI to Configure Alerts &amp; Notification,</li> <li>Provision to disable rule evaluation temporarily for predetermined maintenance windows,</li> <li>Provision to send Notifications through -Mail/SMS on alerts,</li> <li>Provision to integrate with leading tools through OOB integration or REST API,</li> <li>Provision for offer AI/machine-learning based alerting techniques</li> <li>Capability to associate diagnostic sections with alert (heap dump/thread dump)</li> <li>Capability to set alerts on custom metrics</li> </ul>	No		
17.1	Infrastructure Requirement, Scalability & updates part - 1	<ul style="list-style-type: none"> <li>Offered product can be installed, configured and managed without taking additional Professional Support</li> <li>Required OS and DB licenses (if any) for deployment of APM solution in HA bundled with the offered product,</li> <li>APM (All Components) Deployment in HA mode, Agent can be managed from APM Web UI, Server Upgrades/updates to be non- disruptive to the whole APM ecosystem,</li> <li>Agent able to collect &amp; persist disconnected from APM server for very short durations,</li> <li>Agent able to sync collected data to APM server every minute</li> <li>Free upgradation for all version &amp; feature during the warranty/support period</li> </ul>	Yes		

S. No.	Specification	Specification Name	Mandatory (Yes/ No)	Compliance (Yes/ No)	Reference (Document /Page no)
17.2	Infrastructure Requirement, Scalability & updates Part - 2	<ul style="list-style-type: none"> <li>All the APM component adhere to industry best practices for application security &amp; free from latest OWASP Top 10 Most Critical Web Application Security Risks,</li> <li>APM agent overhead of the application Resource Requirement while monitoring all the transactions Also Agent not to down grade its capabilities to match this limit to be in percentage</li> <li>Agent able to mask/strip sensitive data according to custom access rights</li> <li>Agent able to run as non-root/admin user on supported platforms</li> <li>24 * 7 Technical support centre from OEM in India</li> <li>Supported Application Framework Net, Java, PHP, MySQL, Postgres, Oracle, MSSQL, Windows Server 2008 R2 and above, Major Linux Distributions, Container (Microservices)</li> <li>Support old as well as latest version of technologies/framework,</li> <li>Availability of all components of APM solution on Premise.</li> </ul>	Yes		
18	Generic Parameters	OEM / Bidder must demonstrate the installation working to prove the Compliance of his parameters, Valid License copy to be provided, Maximum user handling capability, 24x7 technical support	Yes		

S. No.	Specification	Specification Name	Mandatory (Yes/ No)	Compliance (Yes/ No)	Reference (Document /Page no)
19	Additional specification	<ul style="list-style-type: none"> <li>Unified Monitoring - The solution must have Unified Log analytics, transaction tracing and real user monitoring for faster analysis and optimization. Related Log entries of log files hold be automatically connected to transaction traces and real user monitoring data and shown in the context of a transaction or a user session for fast MTI and MTTR,</li> <li>External Service Calls - The solution should also identify the failures or slow ness issues due to external services run monitored services (e.g. Aadhar or PAN Validation), which cannot be directly monitored</li> <li>Code level Diagnostics - The solution should support automatic and continuous thread analysis and memory analysis for deep diagnostics of application's code level performance. This should be enabled by default so that real-time diagnostics can be provided to developers</li> <li>Support for Hybrid Cloud Environment and Server less programming - Solution should support hybrid cloud environments like AWS, Azure for monitoring. It should have the capability to monitor various cloud native application architectures like serverless, SaaS, and PaaS services offered by cloud providers,</li> <li>Support for Monitoring Open Shift /Kubernetes Containers - Solution should offer comprehensive platform monitoring for Open Shift or Kubernetes applications. This should cover events like pod or container events, errors, pod crashes, Cluster resource utilization, workload analytics</li> </ul>	Yes		

S. No.	Specification	Specification Name	Mandatory (Yes/ No)	Compliance (Yes/ No)	Reference (Document /Page no)
20.1	Buyer added/Additional Features/Must have features Part - 1	<ul style="list-style-type: none"> <li>Complete Stack Trace for Crashed processes - Solution should capture process crashes (JVM Crash, .NET crash or any other process). The provided crash details include the signal that killed the process (for example, Segmentation fault or Abort), the execution stack frame that crashed, and more. The crash type—such as a native core dump, Java core dump, or abnormal program exit due to an exception should be available, End to End tracing – Should include tracing from the front end, web server, application servers, Message Queues and other dependent applications and Databases.</li> <li>Root Cause Analytics for Mobile app Crash - Solution should support crash analytics for mobile applications both for iOS and Android. It should offer analytics like Device types impacted by crash, OS version and app versions where crashes are observed, stack trace of crash, and users impacted by crash</li> <li>It should have an inbuilt log monitoring solution with SQL based and free text-based query for search and should at least support data ingestion of five tera byte raw logs per day, without any performance impact.</li> </ul>	Yes		

S. No.	Specification	Specification Name	Mandatory (Yes/ No)	Compliance (Yes/ No)	Reference (Document /Page no)
20.2	Buyer added/Additional Features/Must have features Part - 2	<ul style="list-style-type: none"> <li>End to end transaction tracing, from browser, to front end application server, to back end/middleware application system, to database and their entire underlying infrastructure.</li> <li>Technology Stack Compatibility - The APM solution should be compatible with Technology Stack commonly in use in NIC with minimum supported versions as mentioned below: Web /Application layer: IIS 10 Apache2.4.51 ApacheTomcat10.1.x Nginx18 Development Platform: PHP 8.2+ Java 17.NET8.0 or above Backend: MS SQL server 2016,2017,2019,2022 PostgreSQL13 + MySQL/MariaDB 10.5.x OS: Windows Server2016 and 2019 CentOS8 + RHEL8+ Ubuntu22.x +</li> </ul>	Yes		
20.3	Buyer added/Additional Features/Must have features Part - 3	<ul style="list-style-type: none"> <li>Multitenancy - The APM solution should have built in user Management component which provides users a personalized Dashboard for monitoring their own applications</li> <li>The bidder should quote for 200 application nodes licenses, full capacity based on the specification. In case if the licensing metric is anything other than node based, then bidder should assume each node with 16 vCPUs and 32 GB of RAM for the calculation.</li> </ul>	Yes		

#### API Security Observability

API Security provides a holistic approach to monitoring and securing the APIs. By enabling real-time observation, threat detection, and ensuring compliance with security standards

S. No.	Specification	Specification Name	Mandatory (Yes/ No)	Compliance (Yes/ No)	Reference (Document /Page no)
21	API Security Observability Technical Compliances	<ul style="list-style-type: none"> <li>• Capability of the solution to discover all API (including shadow APIs) endpoints real-time</li> <li>• Provision to display these discovered endpoints at a summary level with broad classifications like Public/Internal usage, Domains, Risky APIs, Updated timestamp, Created Timestamp</li> </ul> <p>Provision of the solution to record a Risk score highlighting the overall vulnerability of individual API endpoint</p> <ul style="list-style-type: none"> <li>• Provision of the tool to display Top 10 risky API endpoints</li> <li>• Provision of the tool to show overall domains of all the API endpoints</li> <li>• Provision of the tool to detect if there are any PII's exposed by the API endpoints</li> <li>• Provision of the tool to display if there are any OWASP Top10 vulnerabilities in API endpoints</li> <li>• Provision of the tool to detail these detected vulnerabilities and suggest their standard, Mitigation techniques, and Vulnerability description with overall OWASP severity</li> </ul>	Yes		

## 5. Annexure: Detailed Financial Bid

### Slab-wise Cost of Licenses

S. No.	Item Description	Make and Model	Slab	Cost (in INR) [E]	Scaling	Scaled Cost (in INR)	Scaled Cost (in INR) Including GST
[A]	[B]	[C]	[D]	[E]	[F]	[G] =[E] *[F]	[H]
1	Per Agent Cost		3 Months		12		
			6 Months		6		
			1 year (12 Months)		3		
			2 Years (24 Months)		1.5		
			3 Years (36 Months)		1		
			Average Value [H]/5				

Grand Total Value for estimated 200 licenses = Average Value x 200

Grand Total Value (GTV) (in words) =

\_\_\_\_\_

(All values are inclusive of taxes/GST)

#### Note:

- It is assumed that one agent is required to monitor one host/node
- In case if the licensing metric is anything other than node based, then bidder should assume each node with 16 vCPUs and 32 GB of RAM for the calculation
- The unit cost of APM Service should include the following components:
  - Cost of APM Agents
  - Manpower for managing the APM service
  - One (1) APM Technical and operational Training per year

**6. Annexure: Format for Grand Total Value**

Prices should be quoted in Indian Rupees and indicated both in figures and words. Price in words will prevail, in the event of any mismatch.

<b>Grand Total Value (GTV) (i.e., Total Charge)</b>	<b>Rs.</b>
<b>(Rupees_____ ) in words</b>	

**Note:** Please ensure that the Grand Total Value (GTV) must match the Grand Total value of the detailed financial bid value

Signature

.....

Name of the Authorized Signatory

.....

Seal of Company .....

Dated.....



## 7. Annexure - Covering Letter

<To be submitted on the letter head of the Bidder>

<Place>

<Date>

To

The Managing Director,

National Informatics Centre Services Inc,

Subject: **RFE of Managed Service Provider (MSP) rate for Provisioning of APM Service. (Tender ID: \_\_\_\_\_)**

Dear Madam/Sir,

This is to notify that our company is submitting technical Bid in response to Tender No Purchaser/...for Selection of Managed Service Provider for Setting up, Operating and Managing APM Service for Purchaser.

Primary and Secondary contact for our company are as follows:

<M/s Company Name>	Primary Contact	Secondary Contact
<b>Name</b>		
<b>Title</b>		
<b>Address</b>		
<b>Phone</b>		
<b>Mobile</b>		
<b>Fax</b>		
<b>E-mail</b>		

1. We are responsible for communicating to the Purchaser in case of any change in the Primary or/and Secondary contact information specified above. We shall not hold Purchaser responsible for any non-receipt of Bid process communication in case such change of information is not communicated and confirmed with NICSI on time.
2. We are submitting our Bid for Selection of Managed Service Provider for Setting up, Operating and Managing APM Service for Purchaser as per the scope and requirements of the tender document:
3. By submitting the proposal, we acknowledge that we have carefully read all the sections and clauses of this tender document including all forms, schedules and appendices hereto, and are fully informed to all existing conditions and limitations. We also acknowledge that the company is in agreement with terms and conditions of the tender and the procedure for bidding and evaluation. We also understand

that any decision taken by NICS, or the evaluation committee shall be final and binding on the Bidder.

4. We have enclosed the Earnest Money Deposit as per the tender Conditions. It is liable to be forfeited in accordance with the provisions of tender document.

**5. Deviations:**

We declare that all the services shall be performed strictly in compliance with the Tender Document. Further, we agree additional conditions, if any, found in the Bid documents, other than those stated in the tender document, shall not be given effect to.

**6. Bid Pricing:**

We do hereby confirm that:

1. Our Bid prices for all platforms and components are exclusive of all taxes, as applicable on the last date of submission of Bid.
2. Our Bid prices for Cost of Manpower and cost of Other AMC Expenses are, as applicable on the last date of submission of Bid.
3. We further declare that the prices stated in our proposal are in accordance with your terms and conditions in the bidding document.

**7. Qualifying Data:**

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

1. are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons, including our Contractors/ subcontractors for any part of the contract):
  2. Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes; and/ or
  3. Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
4. Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with any serving or retired public official of the Purchaser or near relations of such officials.
5. We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
6. We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

**8. Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:**

1. "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries and solemnly certify

that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

1. we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed) and
2. we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority
2. We confirm having submitted in qualifying data as required by you in your tender document. In case you require any further information/documentary proof in this regard before evaluation of Bid, we agree to furnish the same in time to your satisfaction.
3. We confirm that information contained in this response or any part thereof, including documents and instruments delivered or to be delivered to Purchaser are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part misled Purchaser in its evaluation process.
4. We fully understand and agree that on verification, if any of the information provided here is found to be misleading the evaluation process or result in unduly favours to our company in evaluation process, we are liable to be dismissed from the selection process or termination of the contract during the contract with Purchaser.
5. We understand that you are not bound to accept the lowest or any Bid you may receive.
6. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/ company/firm/organisation and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours sincerely,

On behalf of [Bidder's name]

Authorised Signature [In full and initials]:

Name and Title of signatory:

Name of

Firm:

Address:

Seal/Stamp of Bidder:

Place:

Date:

## 8. Annexure - Format for Integrity Pact

<To be submitted on the letter head of the Bidder>

This pre-contract agreement (hereinafter called the "Integrity Pact" or "Pact") is made on <<day>> of <<month, year>>, between, on one hand, National Informatics Center (hereinafter called the "Purchaser", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

### AND

M/s <<bidder's legal entity >> represented by <<name and designation>> (hereinafter called the "BIDDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the PURCHASER proposes to engage the Managed Service Provider (BIDDER) for implementation and operations management of the Project and the BIDDER is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the PURCHASER is a Ministry/Department/Attached Office of the Government of India.

### NOW, THEREFORE,

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

Enabling the PURCHASER to obtain the desired services at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PURCHASER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

#### Commitments of the PURCHASER

- i. The PURCHASER undertakes that no official of the PURCHASER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
  - ii. The PURCHASER will, during the pre-contract stage, treat all the BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
  - iii. All the officials of the PURCHASER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- (b) In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PURCHASER with full and verifiable facts and the same is prima facie found to be correct by the PURCHASER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be

initiated by the PURCHASER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PURCHASER the proceedings under the contract would not be stalled.

#### **Commitments of the BIDDER**

- (c) The BIDDER commits itself to take all the measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
- i. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PURCHASER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - ii. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PURCHASER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.
  - iii. BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - iv. The BIDDER further confirms and declares to the PURCHASER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PURCHASER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - v. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PURCHASER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - vi. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
  - vii. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - viii. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the PURCHASER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
  - ix. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
  - x. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
  - xi. If the BIDDER who is involved in the bid process or any employee of such BIDDER or any person

acting on behalf of such BIDDER, either directly or indirectly, is a relative of any of the officers of the PURCHASER, or alternatively, if any relative of an officer of PURCHASER who is involved in the bid process has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

- xii. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PURCHASER.
- xiii. For the purposes of clauses 3.11 and 3.12, the listed words shall have the ascribed meanings as follows:
  - i. "Employee of such BIDDER or any person acting on behalf of such BIDDER" means only those persons acting on behalf of such Bidder who are involved in the bid process / Project.
  - ii. "officers/employee of the PURCHASER", means only those persons who are involved in the bid process / Project.
  - iii. "Financial interest/stake in the BIDDER's firm" excludes investment in securities of listed companies".

**(d) Previous Transgression**

- i. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- ii. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**(e) Sanctions for Violations**

- i. Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PURCHASER to take all or any one of the following actions, wherever required:
  - (a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (b) The Earnest Money Deposit (in pre-contract stage) and/or Performance Security/PBG (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PURCHASER and the PURCHASER shall not be required assigning any reason, therefore.
  - (c) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (d) To recover all sums already paid by the PURCHASER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing prime lending rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the PURCHASER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
  - (e) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PURCHASER, along with interest.
  - (f) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PURCHASER resulting from such cancellation/rescission and the PURCHASER shall be entitled to deduct the amount so

payable from the money(s) due to the BIDDER.

- (g) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the PURCHASER.
  - (h) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (i) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PURCHASER with the BIDDER, the same shall not be opened.
  - (j) Forfeiture of Performance Bond in case of a decision by the PURCHASER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- ii. The PURCHASER will be entitled to take all or any of the actions mentioned at Annexure SLA of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
  - iii. The decision of the PURCHASER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

**(f) Fall Clause**

- i. The BIDDER undertakes that under similar buying conditions, it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was so supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PURCHASER, if the contract has already been concluded.

**(g) Independent Monitors**

- i. Shri <Name> has been appointed as Independent External Monitor (hereinafter referred to as Monitor) for overseeing and implementation of the Pre-Contract Integrity Pact for procurement of services in NIC/NICSI. His contact details are as under:  
  
    <Name>  
    <Address>  
    <Contact details>
- ii. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- iii. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- iv. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- v. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PURCHASER.
- vi. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PURCHASER including that provided by the BIDDER. The BIDDER will also grant

the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

- vii. The PURCHASER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- viii. The Monitor will submit a written report to the designated Authority of PURCHASER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PURCHASER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**(h) Facilitation of investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PURCHASER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**(i) Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is New Delhi.

**(j) Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**(k) Validity**

- i. The validity of this Integrity Pact shall be from date of its signing and extend up to \_\_\_\_ years or the complete execution of the contract to the satisfaction of both the PURCHASER and the BIDDER, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.
- ii. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**(l) The parties hereby sign this Integrity Pact at on.**

PURCHASER	BIDDER
Name of Officer	CHIEF EXECUTIVE OFFICER
Designation	
Dept/Ministry/PSU	

WITNESS	WITNESS
1.	1.
2.	2.



Note: - Provisions of these clauses would need to be amended / deleted in line with the policy of the PURCHASER in regard to involvement of Indian agents for foreign suppliers.

NOTES

9. Annexure - Format for Change Control Note

<To be submitted on the letter head of the Bidder>

Please attach any paper required to support this Change Request				
RFE Reference				
Subject				
Change No.	Change Requested By	Request Date	Required by Date	Proposed Implementation Date
Justification	Type of Change			
	Requested Change			
	Reason for Change			
CR Classification				
Priority: (Choose P1 TO P3)	Severity	Component name:		
	High			
	Medium	Details (if any):		
	Low			
Area	Impact of Proposed Change			
	Note: If possible, provide details of impact in terms of days/INR			
Impact	Impact on Cost (Estimated cost for each component and justification for the same)			
	Impact on APM operations including risks and issues			
	Impact on Schedule	Schedule Date	Proposed New Date	
Conclusion for consideration of NIC/NICSI:				

#### 10. Annexure - BIDDER Auditor's Certificate for Avg. Annual Turnover

<Declaration by the statutory auditor/CA >

Date: DD/MM/YYYY

To

Tender Division,  
National Informatics Centre Services Inc., 1<sup>st</sup> Floor, NBCC Tower,  
15 Bhikaji Cama Place,  
New Delhi -110066  
Tel: 011-22900534/35  
Email – tender-nicsi@nic.in

**Subject:** "RFE of Managed Service Provider (MSP) rate for Provisioning of APM Service."

Dear Sir,

This is to certify that the Annual Turnover of M/S..... <Registered name of bidder > from the ICT/ITeS/ APM /Data Centre/Cloud related services as per books and records for the following financial years are as under.

S. No.	Financial Year	Annual Turnover (in INR Crores)
1.	FY 2022-23	
2.	FY 2023-24	
3.	FY 2024-25	
Average Annual Turnover		

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 and Fax:

E-mail Address:

#### Instructions

1. The Bidder shall attach copies of the Balance Sheets and Profit and Loss Statements for the Financial Years 2022-23, 2023-24, 2024-25.
2. The financial statements shall:
  - a. Be audited by a statutory auditor/CA.
  - b. Correspond to accounting periods already completed and audited (no statement for partial period shall be requested or accepted).

#### 11. Annexure - Experience of implementing similar projects

<To be provided each project separately on Bidder's Letter head>

S. No.	Item	Bidder's Response
1.	Name of the Organization	
2.	Project Name	
3.	Name of the Client	
4.	Country	
5.	Contact Details of the Client (Contact Name, Address, Telephone Number)	
6.	Approximate Value of the Contract in INR	
7.	Duration of Assignment ( <i>in months</i> )	
8.	Award Date ( <i>month/year</i> )	
9.	Completion Date ( <i>month/year</i> )	
10.	Narrative Description of the Project	
11.	Details of Work that defines the scope relevant to the requirement	
12.	Documentary Evidence(s) Attached	

#### Instructions:

- A separate table sheet should be filled for each eligible project.
- Particulars such as name, address and contact details of owner/client should be provided.
- Each project should be furnished with a completion certificate from the client.
- If it is an Ongoing Project, Work Order along with ongoing certificate, duly signed by the client, must be submitted.

## 12. Annexure - BIDDER APM e-Governance Experience

<<To be provided on the letterhead of the BIDDER >>

Date:

To

Tender Division,

National Informatics Centre Services Inc.,

1<sup>st</sup> Floor, NBCC Tower, 15 Bhikaji Cama Place,

New Delhi -110066 Tel: 011-22900534/35

**Sub:** Experience of setup and operating a APM for participation in RFE of the NICS titled "RFE of Managed Service Provider (MSP) rate for Provisioning of APM Service."

Dear Sir,

It is certified that we, M/s ..... <Registered BIDDER name and its communication address>, have experience of setup and operating APM Service operation with e-Governance Experience.

The bidder must have completed or ongoing (Go Live) at least five (5) e-Governance software development/implementation projects for a Central/State Government/PSU within the last 3 years, up to March 31, 2025.

Work Order(s), Certificate/Payment Proof

S. No.	Items	Bidder's Response
1.	Name of the Organization	
2.	Project Name	
3.	Name of the Client	
4.	Country	
5.	Contact Details of the Client (Contact Name, Address, Telephone Number)	
6.	Approximate Value of the Contract	
7.	Duration of Assignment (in months)	
8.	Award Date (month/year)	
9.	Completion Date (month/year)	
10.	Narrative Description of the Project	
11.	Manpower Deployed (Count of L1, L2, L3 resource)	
12.	Details of IT Infrastructure to which the APM catered	
13.	Documentary Evidence(s) Attached	

APM, and License Detail are given below.

S. No.	Name of the APM Service	APM Functions
1	APM Service ...	

Yours faithfully,

\_\_\_\_\_  
Name and Designation of the Authorized Signatory Date:

### 13. Annexure - BIDDER Declaration for IT Act

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

To

Tender Division,

National Informatics Centre Services Inc.,

1<sup>st</sup> Floor, NBCC Tower,

15 Bhikaji Cama Place,

New Delhi -110066

Tel: 011-22900534/35

Email – [tender-nicsi@nic.in](mailto:tender-nicsi@nic.in)

**Sub:** Compliant for IT act 2000 declaration for participation in RFE of the NICS I titled “RFE of Managed Service Provider (MSP) rate for Provisioning of APM Service.”

Dear Sir,

It is certified that, M/S.....<Registered name of the bidder and its communication address>, is compliant with IT Act 2000 (including 43A) and amendments.

Yours Sincerely,

(Authorized Signature)

Name of the Bidder:

Place:

Date:

Company Seal:

#### 14. Annexure - BIDDER Undertaking for Manpower Capacity

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

Date: DD/MM/YYYY

To

Tender Division,

National Informatics Centre Services Inc.,

1<sup>st</sup> Floor, NBCC Tower,

15 Bhikaji Cama Place,

New Delhi -110066

Tel: 011-22900534/35

Email – tender-nicsi@nic.in

**Subject:** Manpower details for participating in RFE of the NICS I titled “RFE of Managed Service Provider (MSP) rate for Provisioning of APM Service.”

Dear Sir,

I have carefully gone through the Terms and Conditions contained in the “RFE of Managed Service Provider (MSP) rate for Provisioning of APM Service”. I hereby declare that my company .....<company's name> has .....<number> of full-time employees and out of them..... <number> technical employees have valid cloud/cloud service certifications, and they are based in India.

Details of certified technical employees are given below.

S. No.	Name of the Resource	Designation	Highest Qualification	Name of the cloud/cloud service certifications	Certification Details	Total Experience (in years)	Total Relevant Experience (in Years)	Name of Project currently working on
1								
2								
N								

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 and Fax:

E-mail Address:

## 15. Annexure - Draft proforma for Non-Disclosure Agreement

<To be submitted on the letter head of the Bidder>

### Non-Disclosure Agreement

We the undersigned Service Provider (BIDDER), \_\_\_\_\_, having our principal place of business/ registered office at \_\_\_\_\_, are desirous of providing services under the terms and conditions as stipulated under Tender No. \_\_\_\_\_ dated \_\_\_\_\_ "RFE of Managed Service Provider (MSP) rate for Provisioning of APM Service." (Hereinafter called the said 'RFE') to NICS, having its office at 1st FLOOR, NBCC TOWER, 15 BHIKAJI CAMA PLACE, NEW DELHI – 110066., hereinafter referred to as 'Purchaser' and,

Whereas the Service Provider is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFE documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Purchaser's grant to the Service Provider of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the Service Provider agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Agreement ("Confidential Information") shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser.
2. Confidential Information does not include information which:
  1. the Service Provider knew or had in its possession, prior to disclosure, without limitation on its confidentiality.
  2. information in the public domain as a matter of law.
  3. is obtained by the Service Provider from a third party without any obligation of confidentiality.
  4. the Service Provider is required to disclose by order of a competent court or regulatory authority.
  5. is released from confidentiality with the written consent of the Purchaser.

The Service Provider shall have the burden of proving hereinabove are applicable to the information in the possession of the Service Provider.

- (i) The Service Provider agrees to hold in trust any Confidential Information received by the Service Provider, as part of the Tendering process or otherwise, and the Service Provider shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Service Provider uses to protect its own confidential and proprietary information. The Service Provider also agrees:
  - 10 to maintain and use the Confidential Information only for the purposes of bidding for this RFE and thereafter only as expressly permitted herein.
  - 11 to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original.
  - 12 to restrict access and disclosure of Confidential Information to their employees, agents, consortium members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
  - 13 to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Service Provider of release of its obligations in relation to the said Confidential Information
- (ii) Notwithstanding the foregoing, the Service Provider acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Service Provider's personnel to be



present on premises of the Purchaser or may require the Service Provider's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Service Provider's personnel under such circumstances and to provide notice to the Service Provider of the confidentiality of all such information.

Therefore, the Service Provider shall disclose or allow access to the Confidential Information only to those personnel of the Service Provider who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Service Provider will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Service Provider's confidentiality obligation. Further, the Service Provider shall procure that all personnel of the Service Provider are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

- (iii) The Service Provider shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to it.
- (iv) The Service Provider agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Service Provider shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Service Provider or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction
- (v) Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Service Provider shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Service Provider or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Service Provider shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.
- (vi) In the event that the Service Provider hereto becomes legally compelled to disclose any Confidential Information, the Service Provider shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Service Provider shall not disclose to a third party any Confidential Information or the contents of this RFE without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Service Provider applies to its own similar Confidential Information but in no event less than reasonable care.

**For and on behalf of:**

(Service Provider (BIDDER):

Authorized Signatory:

Name:

Designation:

Place:

(Office Seal)

**16. Annexure - Bidder Profile**

&lt;To be submitted on the letter head of the Bidder&gt;

Date: \_\_\_\_\_ RFE No.: \_\_\_\_\_

S. No.	Area of the details to be provided		Responding Firm's/Company Details to be provided
1	Name of the Bidder		
2	Address of the Bidder		
3	Telephone number of the Firm/company		
4	Bid number and date		
5	Name of the contact person to whom all references shall be made regarding this RFE		
6	Designation of the person to whom all references shall be made regarding this tender		
7	Address of the person to whom all references shall be made regarding this tender		
8	E-mail address of the Firm/company		
9	Fax number of the Firm/company		
10	Website address of the Firm/company		
11	Details of Registration	1. Registration Number of the Firm/company. 2. Name of the place where the firm/company was registered. 3. Date when the company was registered. 4. Product /Service for which registered 5. Validity Period, if applicable.	
12	Central Service Tax No.		
13	VAT/Service Tax No.		
14	PAN No.		
15	• Annual Turnover during last three financial Years last three years. • Positive net worth as on 31 <sup>st</sup> March 2025		
16	Income Tax Paid during the last three financial Years		
17	Details of ownership of the firm (Name and Address of the Board of Directors, Partners, etc.)		
18	Name of the authorized Signatory who is authorized to quote in the tender and enter into the rate Contract (Power of Attorney to be submitted)		
19	Name of the Bankers along with the branch (as appearing in MICR cheque) and Account No.		
20	Status of Firm/company like Pvt. Ltd. etc.		
21	Locations and addresses	1. The corporate address 2. The official address of the service delivery centers at Consignee Location (Laxmi Nagar, New Delhi.)	

S. No.	Area of the details to be provided		Responding Firm's/Company Details to be provided
	of the offices.		

Witness: ----- Bidder: -----

Signature ----- Signature: -----

Name ----- Name: -----

Address ----- Designation: ----- Company Seal: -----

Date ----- Date: -----

NOTES

**17. Annexure - Format for Earnest Money [EMD] in form of Bank Guarantee**

<To be submitted on the letter head of the Bidder>

Ref: \_\_\_\_\_ Date: \_\_\_\_\_

BG Number: \_\_\_\_\_ Bid Number: \_\_\_\_\_

To,

Tender Processing Section

National Informatics Centre Services Inc.,

1st Floor, NBCC Tower,

15 Bhikaji Cama Place,

New Delhi -110066

Tel: 011-22900534/35

1. Against contract vide Advance Acceptance of the Tender- No. \_\_\_\_\_ dated \_\_\_\_\_ Covering (hereinafter called the said "Contract") entered into between the NICSI (hereinafter called "the Purchaser") and \_\_\_\_\_ (hereinafter called the "BIDDER") this is to certify that at the request of the BIDDER, we \_\_\_\_\_ Bank Ltd., are holding intrust in favour of the Purchaser, the amount of \_\_\_\_\_ (Write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the BIDDER of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the BIDDER and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We \_\_\_\_\_ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the BIDDER i.e. till \_\_\_\_\_ hereinafter called the said date and that if any claim accrues or arises against us, \_\_\_\_\_ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us, \_\_\_\_\_ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the BIDDER in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.  
  
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the BIDDER shall have no claim against us for making such payment.
5. We Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner

our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Tendered from time to time or to postpone for any time of from time to time any of the powers exercisable by the Purchaser against the said BIDDER and to forbear or enforce any of the terms and conditions relating to the said contract and we, \_\_\_\_\_ Bank Ltd, shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said BIDDER or for any forbearance by the Purchaser to the said BIDDER or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

6. This guarantee shall not be discharged due to the change in the constitution of the Bank or the BIDDER.

Date \_\_\_\_\_

Place Signature

Witness\_Printed name.

**(Bank's seal)**

**18. Annexure - Restriction on ToT under Rule 144(xi) of the GFR**

<To be submitted on the letter head of the Bidder>

Ref: Date:

To,

National Informatics Centre Services Inc.,  
1st Floor, NBCC Tower,  
15 Bhikaji Cama Place,  
New Delhi -110066  
Tel: 011-22900534/35

**Subject: Restriction under Rule 144(xi) of the GFR declaration for Tender No:**

Sir,

I <**Authorized Signatory**> have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India.

I certify that the bidder <**Bidder Name**> is not from such a country and does not have any specified transfer of technology (ToT) from such a country or, if from such a country or if having specified ToT from such a country has been registered with the Competent Authority (i.e., Registration Committee constituted by Department for Promotion of Industry and Internal Trade (DPIIT)).

I hereby certify that this bidder fulfils all the requirements in this regard and is eligible to be considered for the participation in this RFE. [where applicable, evidence of valid registration by the Competent Authority shall be attached along with this Annexure]

Thanking you,

For <**Bidder Name**>

< (**Authorized Signatory**)>

**Name:**

**Designation:**

**Contact Details:**

**Seal of the Company**

**19. Annexure - Self-Declaration of land border Rule 144 (xi) in GFRs 2017**

<To be submitted on the letter head of the Bidder>

DECLARATION LETTER FOR RULE 144 (To be given on Company's Letter Head)

To,

.....

..... New Delhi.

Ref: Your Tender / Enquiry No. .... Dated ..... Si Name:

.....

Dear Sir/Mam,

We, the SI are desirous of participating in the EOI/Tender/Enquiry process in response to your captioned Tender and in this connection, we hereby declare, confirm and agree as under:

A) We, the SI have read and understood the contents of the Office Memorandum bearing no. F. No. 6/18/2019/PPD dated 23rd July 2020 and order (Public Procurement No.4 ) bearing No.F.7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure, Ministry of Finance, Government of India on insertion of Rule 144(xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereof, regarding restrictions on availing / procurement of goods and services, of any SI from a country which shares a land border with India.

B) In terms of the above and after having gone through the said amendments & clarifications including in particular the words defined therein (which shall have the same meaning for this Declaration cum Undertaking), I/we the SI hereby declare and confirm that: \* We, the SI are not from such a country that shares a land border with India, in terms of the said amendments to GFR, 2017.

OR

\* We, the SI are from such a country that shares a land border with India and has/have been registered with the competent authority i.e. the Registration Committee constituted by the Department of Promotion of Industry and Internal Trade, as stated under Annexure I to the aforesaid Office memorandum / Order and we submit proof of registration herewith.

OR

We, the SI are from a country that shares a land border with India, however, Our Country has been extended lines of credit by the Government of India or/and the Government of India is engaged in development projects in our Country.

(\* Delete whichever is not applicable)

Authorized Signatory

M/s \_\_\_\_\_

Signature

Name \_\_\_\_\_

\_\_\_\_\_ (Seal of the bidder)

## 20. Annexure - OEM Undertaking for Back-to-Back Support

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

To

Tender Division,

National Informatics Centre Services Inc.,

1<sup>st</sup> Floor, NBCC Tower,

15 Bhikaji Cama Place,

New Delhi -110066

Tel: 011-22900534/35

Email – [tender-nicsi@nic.in](mailto:tender-nicsi@nic.in)

**Sub:** OEM Undertaking for Back-to-Back Support for participation in RFE of the NICS titled “RFE of Managed Service Provider (MSP) rate for Provisioning of APM Service.”

Dear Sir,

We, [OEM Name], hereby confirm that we will provide complete technical and product support to [Bidder Name] for the [Project Name] as per the terms and duration of the contract, in accordance with the requirements specified in the RFE [Ref No.].

Yours Sincerely,

(Authorized Signature)

Name of the Bidder:

Place:

Date:

Company Seal:



## 21. Annexure - Bidder Undertaking for Back-to-Back Support

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

To

Tender Division,

National Informatics Centre Services Inc.,

1<sup>st</sup> Floor, NBCC Tower,

15 Bhikaji Cama Place,

New Delhi -110066

Tel: 011-22900534/35

Email – [tender-nicsi@nic.in](mailto:tender-nicsi@nic.in)

**Sub:** Bidder's Undertaking for Back-to-Back Support for participation in RFE of the NICS I titled "RFE of Managed Service Provider (MSP) rate for Provisioning of APM Service."

Dear Sir,

We, [Bidder Name], undertake that complete support from [OEM Name] has been secured for the full term of the contract. We shall be fully responsible for providing support and coordination with the OEM to ensure uninterrupted service delivery to the client.

Yours Sincerely,

(Authorized Signature)

Name of the Bidder:

Place:

Date:

Company Seal:

## 22. Annexure - Format for providing detail & CVs of Key Personnel

<To be submitted on the letter head of the Bidder>

Date: dd/mm/yyyy

### Details of Proposed Manpower as per Scope of Work

S. No.	Type of Resource	Name of Resource	Highest Academic Qualifications and Certifications (e.g. PMP, CDCP, ATD, CCNA, ITIL)	Years of Relevant Experience
1	Sr Solution Architect			
2	Solution Architect			
3	Technical content writer and Response) Administrator			
...	...	...	...	...

**Note:** The resources deployed under this tender shall be on pay roll and full-time employee of the BIDDER. Subcontracting of the resources/manpower is NOT allowed.

The bidder shall provide the summary table of details of the human resource that will be deployed on this project during the implementation phase.

I hereby declare that the above-mentioned resource would be available for the project as per RFE.

Yours sincerely,

(Seal and Signature of the Authorized signatory of the System Integrator)

Name and title of Signatory: \_\_\_\_\_.

Name of System Integrator: \_\_\_\_\_.

Address: \_\_\_\_\_.

Location: \_\_\_\_\_ Date: \_\_\_\_\_.

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