जवाहरलाल नेहरू उन्नत वैज्ञानिक अनुसंधान केंद्र
जक्कूर, बेंगलुरु - 560064 कर्नाटक, भारत
विज्ञान एवं प्रौद्योगिकी विभाग, भारत सरकार के अधीन एक स्वायत्त संस्थान
सम विश्वविद्यालय संस्था

Jawaharlal Nehru Centre For Advanced Scientific Research
Jakkur, Bengaluru - 560064 Karnataka, INDIA
An autonomous institution under Department of Science and Technology, Govt. of India.
An Institution Deemed-to- be-University

JNCASR

Azadi Ka Amrit Mahotsav

NOTICE INVITING TENDER
(NIT)

FOR

MANAGED CLOUD SERVICE

No: JNC/PUR/PI2-128/COMPLAB/22-23/33/WO Dated 12.9.2022

(K. Bhaskara Rao)
Senior Stores & Purchase Officer

Jawaharlal Nehru Centre for Advanced Scientific Research
Jakkur Post, Bengaluru – 560 064, India
(A Deemed University Under Depat. Of Science & Technology, Govt. of India)
Tel #: 00 91 80 22082750
Email: purchase@jncasr.ac.in
Website: **www.jncasr.ac.in**

Tender Information Summary (TIS)

No: JNC/PUR/PI2-128/COMPLAB/22-23/33/WO **September 12, 2022**

Sealed Tenders (Two cover system) are invited from the reputed Vendors, for the "Managed Cloud Service" at JNCASR, Jakkur Campus as per Specifications and other terms and conditions.

The last date for submission of the sealed tenders is 3rd October 2022 at 3.00 P.M

Technical Bids will be opened on 3rd October 2022 at 4.00 P.M.

The date of opening of Commercial Bids will be announced later.

1. The address for submission of bids and for obtaining further information:
   Senior Stores & Purchase Officer
   Jawaharlal Nehru Centre for Advanced Scientific Research
   Jakkur PO, Bengaluru – 560064
   Tel #: 00 91 80 2208 2976 / 2756
   Email: purchase@jncasr.ac.in
   For any technical queries, please contact Complab on 22082779.

2. The bidding documents can be downloaded directly either from website: www.jncasr.ac.in or https://eprocure.gov.in/epublish/app

3. Bid security declaration as per format enclosed must be furnished on your letter head.

4. All bids must be accompanied by a bid security as specified above and must be delivered to the above office at the date and time indicated above. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

5. The President, JNCASR, Bengaluru, India reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons there for.

6 For price bid, please use the Price Bid format.

Submission of Proposal:

The proposal should be submitted in two **sealed covers** both for technical and commercial separately. One containing sealed Technical Bid and the other one a sealed Price Bid. The bidder name, the nature of the envelop (either technical bid or price bid) must be clearly mentioned on top of each of the envelope. The sealed proposals must be addressed to Senior Stores & Purchase Officer, Jawaharlal Nehru Centre for Advanced scientific Research, Jakkur, Bengaluru 560 064.

Technical Cover: Should contain the technical specifications of the Facility Management Services being offered with complete details.

- All the commercial terms and conditions of the offer
- Compliance statement for the tendered specifications with indication of evidence for the claims made.
- Information of service support.
- Bid Security Declaration
- Price Bid format without price information.

Price Bid should contain:

- Bill of quantities with price information. Breakups should be given to all line items.
- Taxes and Duties
- Commercial terms and conditions

NOTE: Tenders without signature of vendors on each page would be summarily rejected.

Important Terms & Conditions:

Acceptance of the Contract: Immediately after the P.O. date

Payment: Payment will be made to the Contractor after completion of every 3 months period (quarterly). Vendors are required to submit their claim with proper service report.

CONTENTS OF TENDER / BIDDING DOCUMENT

The bidding documents, apart from the Invitation for Bids / Notice Inviting Tender have been divided into 8 parts as under:

Sl. No.	Name of the Part
1	Instructions to Bidder (ITB)
2	General Conditions of Contract (GCC)
3	Special Conditions of Contract (SCC)
4	Technical Specifications (Annexure –K)
5	Qualification requirements
6	Price Bid Format (Annexure – F)
7	Other Forms - Annexures

INSTRUCTIONS TO BIDDERS

A. Introduction

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

1.1 Eligible Bidders

1.1.1. This Invitation for Bids is open to all suppliers.

1.1.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the service to be purchased under this Invitation of Bids.

1.1.3. Bidders who fulfill the pre-qualification/eligibility criteria mentioned will be considered for technical evaluation

1.2 Cost of Bidding

1.2.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.3 Fraud and corruption

1.3.1. The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

Sr. No.	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

1.3.2. The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

B. The Bidding Documents

1.4 Cost of Bidding Documents

1.4.1. Interested eligible bidders may download the bidding documents as indicated in the Invitation for bids.

1.5 Content of Bidding Documents

1.5.1. The services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction.

1.5.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

1.6 Clarification of bidding documents

1.6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC). The Purchaser will respond in writing to any request for clarification, provided that such request is received not later than ten (10) days prior to the due date for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under *clause* relating to amendment of bidding documents and Clause relating to Due date for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the purchaser for the benefit of the other prospective bidders who are expected to take cognizance of the same before formulating and submitting their bids.

1.7 Amendment of Bidding Documents

1.7.1. At any time prior to the due date for submission 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 bidding documents by amendment.

1.7.2. All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by cable or by fax, or by e mail and will be binding on them. The same would also be hosted on the website of the purchaser and all prospective bidders are expected to surf the website before formulating and submitting their bids to take cognizance of the amendments.

1.7.3. In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Purchaser, at its discretion, may extend the due date for the submission of bids and host the changes on the website of the purchaser.

C. Preparation of bids

1.8 Language of Bid

1.8.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical.

1.8.2. The Supplier shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the Supplier.

1.9 Documents Comprising the Bid

1.9.1. The bid prepared by the Bidder shall include:

(a)	Bidder Information Form
(b)	Bid security (Declaration) as specified in the Invitation to Bids
(c)	Service support details form
(d)	Performance Statement Form
(e)	Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted
(f)	Applicable Price Schedule Form

1.10 Bid form and price schedule

1.10.1. The bidder shall complete the Bid Form and the appropriate price schedule form furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bid Form and the appropriate Price Schedule form shall be submitted in accordance with **ITB Clause 1.18.3** of the bidding documents.

1.11 Bid Prices

1.11.1. The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the services it proposes to provide under the contract.

1.11.2. The price quoted shall remain fixed during the **bid evaluation/contract period** and shall not vary on any account. No escalation of prices is permitted.

1.11.3. All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.

1.11.4. The quotation should be only in Indian Rupees.

1.11.5. All payments due under the contract shall be paid after deduction of statutory levies at source (like ESIC, IT, etc.), wherever applicable.

1.12 Bid Currencies

1.12.1. Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely convertible foreign currency in case of offers received for supply from foreign countries.

1.13 Documents Establishing Bidder's Eligibility and Qualifications

1.13.1. The bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualification to perform the contract if its bid is accepted.

1.13.2. The documentary evidence of the bidder's qualification to perform the contract, if the bid is accepted, shall establish to the purchaser's satisfaction that:

1.13.3. Conditional tenders shall not be accepted.

1.14 Documents Establishing service Eligibility and Conformity to Bidding Documents

1.14.1. To establish the services eligibility, the documentary evidence of the services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

1.14.2. To establish the conformity of the services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :

(a)	A detailed description of the essential technical and performance characteristics of the goods;

1.14.3. For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

1.15 Bid Security Declaration

1.15.1. The Bidder shall furnish, as part of its bid, a Bid Security Declaration on their letter head.

1.15.2. Bids submitted without Bid Security declaration will stand rejected.

1.15.3. The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.

1.15.4. The bid security should be submitted in its original form. Copies shall not be accepted.

1.15.5. The bid security of unsuccessful bidder will be discharged / returned as promptly as possible, positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later.

1.15.6. The successful Bidder's bid security will be discharged upon the Bidder furnishing the Performance Security, without any interest.

1.15.7. In case a bidder intimates at the time of tender opening in writing that the bid security is kept inside the financial bid, then in such cases, the technical bid of the party would be accepted provisionally till opening of the financial bids with which the party has attached the bid security.

1.15.8. The bid security may be forfeited:

(a)	If a Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; **OR**
(b)	In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and / or fails to furnish Performance Security within 21 days from the date of contract / order.

1.16 Period of Validity of Bids

1.16.1. Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

1.16.2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. Such bidder's bid will be returned unopened if they do not extend the validity of the bid as requested by JNCASR. A Bidder granting the request will not be required nor permitted to modify its bid.

1.16.3. Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

1.17 Format and Signing of Bid

1.17.1. The bids may be submitted as two-bid as specified in the Invitation for Bids.

1.17.2. The original and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

1.17.3. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. Submission and sealing of Bids

1.18 Submission, Sealing and Marking of Bids

1.18.1. The bidders may submit their duly sealed bids generally by post or by hand.

1.18.2. In the case of bids invited, the Bidders shall seal the original in inner envelopes, duly marking the envelopes as "original". The envelopes shall then be sealed in an outer envelope.

1.18.3 The main envelope (original) which will contain both the bids should be super scribed with our **tender Enquiry No. JNC/PUR/PI2-110/COMPLAB/22-23/25/WO, dated 22.8.2022 due on 12th September 2022** and to be submitted to the address given below so as to reach on or before **3.00 P.M. (IST).**

The Senior Stores & Purchase Officer
Jawaharlal Nehru Centre for Advanced Scientific Research
Jakkur Post
BENGALURU – 560064.

The envelopes must be super-scribed with the following information:

a)	Tender Reference Number
b)	Due Date
c)	Name of the Vendor

Envelope No. 1 : Shall contain "Technical Bid" and Bid Security Declaration, etc. as per Clause 1.9.1 (a –f).

The technical offer **should not contain any price information.** Price information, if found in the Technical Bid, such bid will be rejected.

The Technical Bid must be submitted in an organized and structured manner. No brochures/leaflets, etc. should be submitted in loose form. Please indicate page nos. on your quotation e.g. if the quotation is containing 25 Pages, please indicate as 1/25, 2/25, 3/25 ----------25/25.

The Technical Offer should comprise of the following:

a)	Tenders, which are submitted without following the two-bid offer system, will summarily be rejected.
b)	The technical bid should contain commercial terms with reference to the tender
c)	The technical offer should be complete to indicate that all services asked for are quoted. Each page of the bid and cutting/corrections shall be duly signed and stamped by the bidder. **Unsigned Tenders will be rejected.** Failure to comply with this requirement may result in the bid being rejected
d)	Bid Security declaration should be part of the technical bid.
e)	Documentary evidence showing the Vendors qualification (vendor's criteria) to be submitted with this cover.

Envelope No. 2: Shall contain "Commercial Bid" with individual prices of all items.

1.18.4. The inner and outer envelopes shall be addressed to the Purchaser indicated in the Special Conditions of Contract (SCC).

1.18.5. If the outer envelope is not sealed and marked as required above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening of the submitted bid. In such cases, bids received in open condition within the due date and time will be accepted at the risk of the bidder if the same is presented to the Sr. Stores & Purchase Officer before expiry of the due date and time of opening of the bids.

1.18.6. Firms submitting bids in a single envelope against the requirement of two-bid system would be considered for further evaluation at the risk & responsibility of the bidder. However, the opened priced bid would be sealed immediately by the Tender opening Committee without disclosing the price.

1.19 Due date for Submission of Bids

1.19.1. Bids must be received by the Purchaser at the address specified in SCC not later than the time and date specified in tender. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

1.19.2. The Purchaser may, at its discretion, extend the due date for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the due date will thereafter be subject to the due date as extended.

1.20 Late Bids

1.20.1. Any bid received by the Purchaser after the due date for submission of bids prescribed by the Purchaser will be rejected.

1.20.2. Such tenders shall be marked as late and not considered for further evaluation. They shall not be opened at all and be returned to the bidders in their original envelope without opening.

1.21 Withdrawal, substitution and Modification of Bids

1.21.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with **ITB Clause 1.18** duly signed by an authorized representative, and shall include a copy of the authorization in accordance with **ITB Clause 1.17.4** (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a)	Submitted in accordance with **ITB Clauses 1.17 and 1.18** (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION"; and
(b)	Received by the Purchaser prior to the due date prescribed for submission of bids, in accordance with **ITB Clause 1.19**.

1.21.2. Bids requested to be withdrawn in accordance with **ITB Clause 1.21.1** shall be returned unopened to the Bidders. No bid may be withdrawn, substituted, or modified in the interval between the due date for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

E. Opening and Evaluation of Bids

1.22 Opening of Bids by the Purchaser

1.22.1. The Purchaser will open all bids one at a time in the presence of bidders' authorized representatives who choose to attend, as per the schedule given in Invitation for Bids. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In case of two-bid, the financial bid shall be opened only after technical evaluation.

1.22.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the

corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

1.22.3. The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bid(s). The contents of the bid forms and price schedule form would however be announced only at the time of opening of Priced-bids in the case of two-bid system.

1.22.4. Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.

1.22.5. Bidders interested in participating in the bid opening process, should depute their representatives along with an authority letter to be submitted to the Purchaser at the time of bid opening

1.23 Confidentiality

1.23.1. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

1.23.2. Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

1.24 Clarification of Bids

1.24.1. To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the Purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

1.25 Preliminary Examination

1.25.1. The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in **ITB Clause 1.9** have been provided, and to determine the completeness of each document submitted.

1.25.2. The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as non-responsive and ignored. The following are some of the important points, for which a tender may be declared as non-responsive and to be ignored, during the initial scrutiny :

i)	The Bid is unsigned
ii)	The Bidder is not eligible
iii)	The Bid validity is shorter than the required period
vi)	Bidder has not agreed to give the required performance security

v)	Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as specified in that schedule.
vi)	The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.

(b) Bid Form and Price Schedule Form, in accordance with **ITB Clause1.10.** In case of two-bid system these forms shall be examined after opening of the price bids of the technically qualified bidders.

1.26 **Responsiveness of Bids**

1.26.1. Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and conditions of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

(a)	affects in any substantial way the scope, quality, or performance of the Services specified in the Contract; **OR**
(b)	limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; **OR**
(c)	if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

1.26.2. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

1.26.3. If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

1.27 Non-Conformity, Error and Omission

1.27.1. Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

1.27.2. Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

1.27.3. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a)	if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
(b)	if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c)	if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

1.27.4. Provided that a bid is substantially responsive, the Purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

1.28 Examination of Terms & Conditions, Technical Evaluation

1.28.1. The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

1.28.2. The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with **ITB Clause 1.14**, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

1.28.3. If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with **ITB Clause 1.26**, it shall reject the Bid.

1.30 Evaluation and comparison of bids

1.30.1. The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

1.30.2. To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.

1.30.3. The bids shall be evaluated on the basis of final landing cost.

1.31 Comparison of Bids

1.31.1. The Purchaser shall compare all substantially responsive bids to determine the lowest valuated bid, in accordance with **ITB Clause1.30**.

1.32 Contacting the Purchaser

1.32.1. Subject to **ITB Clause 1.24,** no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

1.32.2. Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

1.33 Post qualification

1.33.1. In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB Clause 1.13.**

1.33.2. The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications

submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

1.33.3. An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

F. Award of contract

1.34 Negotiations

1.34.1. There shall not be any negotiation normally. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.

1.35 Award Criteria

1.35.1. Subject to **ITB Clause 1.37**, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the website of the Purchaser.

1.36 Purchaser's right to vary Quantities at Time of Award

1.36.1. The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. Further, at the discretion of the Purchaser, the quantities in the contract may be enhanced by 30% within the delivery period.

1.37 Purchaser's right to accept any Bid and to reject any or All Bids

1.37.1. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

1.38 Notification of Award

1.38.1. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate purchase order shall follow through post.

1.38.2. Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.

1.38.3. Upon the successful Bidder's furnishing of the signed Contract Form and Performance Security pursuant to **ITB Clause 1.41**, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

1.39 Signing of Contract

1.39.1. Promptly after notification, the Purchaser shall send the successful Bidder the Agreement.

1.39.2. Within twenty-one (21) days of date of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

1.40 Order Acceptance

1.40.1. The successful bidder should submit Order Acceptance within 15 days from the date of issue, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant.

1.40.2. The order acceptance must be received within 15 days. However, the Purchaser has the powers to extend the time frame for submission of Order Acceptance and submission of Performance Security (PS). Even after extension of time, if the Order Acceptance / PS are not received, the contract shall be cancelled and limited tenders irrespective of the value shall be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

1.41 Performance Security

1.41.1. Within 21 days of receipt of the notification of award / PO, the Supplier shall furnish performance security of **3%** of Purchase Order value in the amount specified in SCC, valid till 60 days from the date of completion of the project. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.

1.41.2. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

1.41.3. The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.

1.41.4. The Performance security shall be in one of the following forms:

(a)	A Bank guarantee or stand-by Letter of Credit issued by a Nationalized / Scheduled bank located in India or a Foreign Bank with preferably its operating branch in India in the form provided in the bidding documents.
	OR
(b)	A Banker's cheque or Account Payee demand draft in favour of the purchaser

1.41.5. The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

1.41.6. In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

1.41.7. Whenever the bidder chooses to submit the Performance Security in the form of Bank Guarantee, and then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT

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Note: The General Conditions of Contract shall form the part of purchase order / contract.

A. GENERAL CONDITIONS OF CONTRACT

2.1 Definitions

2.1.1. The following words and expressions shall have the meanings hereby assigned to them:

Sr. No.	Words / Expressions	Meaning
(a)	Contract	The Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
(b)	Contract Documents	The documents listed in the Contract Agreement, including any amendments thereto.
(c)	Contract Price	The price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
(d)	Day	Calendar day
(e)	Completion	The fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
(f)	GCC	The General Conditions of Contract.
(g)	Goods	All of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract
(h)	Related Services	The services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
(i)	SCC	The Special Conditions of Contract.
(j)	Subcontractor	Any natural person, private or government entity, or a combination of the above, to which any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
(k)	Supplier	The natural Person, Private or Government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
(l)	Purchaser	Jawaharlal Nehru Centre for Advanced Scientific Research as specified in SCC
(m)	The final destination	The place named in the SCC.

2.2 Contract Documents

2.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

2.3 Fraud and Corruption

2.3.1. The purchaser requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

(a)The terms set forth below are defined as follows:

I.	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution
II.	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract
III.	Collusive practice	A scheme of arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non-competitive levels
IV.	Coercive practice	Harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract

(b) The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

2.4 Joint Venture, Consortium or Association/Amalgamation/Acquisition etc.

2.4.1. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

2.4.2 **Amalgamation/Acquisition etc.**:

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale its business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and also fulfilment of contractual obligations i.e., supply, installation, commissioning, warranty, maintenance/replacement of spares, accessories, etc. While submitting your bid, you may confirm this condition

2.5 Scope of Supply

2.5.1. The Services to be provided shall be as specified in the Schedule of Requirements.

2.6 Suppliers' Responsibilities

2.6.1. The Supplier shall supply all the Goods and Related Services included in the scope of Supply in accordance with Scope of Supply Clause of the GCC and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document.

2.7 Contract price

2.7.1. Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

2.8 Copy Right

2.8.1. The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

2.9 Application

2.9.2. These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

2.10 Standards

2.10.1. The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

2.11 Use of Contract Documents and Information

2.11.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

2.11.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.

2.11.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

2.12 Patent Indemnity

2.12.1. The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 2.12.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a)	the installation of the Goods by the Supplier or the use of the Goods in India **AND**
(b)	the sale in any country of the products produced by the Goods

2.12.2. If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof and the Supplier may at its own expense and in the

Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

2.13 Performance Security (PS)

2.13.1 Within **21 days** of receipt of the notification of award of Contract / Purchase Order, the Supplier shall furnish Performance Security in the amount specified in SCC, valid till 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.

2.13.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

2.13.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.

2.13.4 In case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer / bidder.

2.13.5 The Performance Security shall be in one of the following forms:

(a)	A Bank guarantee or stand-by Letter of Credit issued by a Nationalized / Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents. **OR**
(b)	A Banker's cheque or Account Payee demand draft in favour of the purchaser.

2.13.6 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

2.13.7 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

2.13.8. The order confirmation should be received within 15 days from the date of notification of award. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the Order Acceptance/PS is not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.

2.14 Documents

2.14.1 As per Annexure – K

2.15 Incidental Services

The supplier may be required to provide any or all of the services, including training, if any.

2.16 Terms of Payment

2.16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.

2.16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfilment of other obligations stipulated in the contract.

2.16.3 Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier.

2.16.4 Payment shall be made in currency as indicated in the contract.

2.17 Change Orders and Contract Amendments

2.17.1. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

2.17.2 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

2.17.3 **E-Payment:** All payments, JNCASR prefers to make Electronic Transfers through Canara Bank, IISc Branch, Bangalore in case of indigenous item.

2.18 Assignment

2.18.1. The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract to any third party, except with the Purchaser's prior written consent.

2.19 Subcontracts

2.19.1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.

2.20 Extension of time

2.20.1. Performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.

2.20.2. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

2.20.3. Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

2.21 Penalty clause

2.21.1. Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

2.22 Termination for Default

2.22.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part

(a)	If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; **OR**
(b)	If the Supplier fails to perform any other obligation(s) under the Contract
(c)	If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

2.22.2. In the event the Purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

(a)	The Performance Security is to be forfeited;
(b)	The Purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the Supplier shall be liable for all available actions against it in terms of the contract.
(c)	However, the Supplier shall continue to perform the contract to the extent not terminated.

2.23 Force Majeure

2.23.1. Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and termination for default, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2.23.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

2.23.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.23.4. If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

2.24 Termination for Insolvency

2.24.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

2.25 Termination for Convenience

2.25.1. The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

2.25.2. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a)	To have any portion completed and delivered at the Contract terms and prices ; **and / or**
(b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

2.26. Settlement of Disputes

2.26.1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

2.26.2. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. .

2.26.3. The dispute settlement mechanism / arbitration proceedings shall be concluded as under:

(a)	In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the President, JNCASR and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

2.26.4. The venue of the arbitration shall be the place from where the purchase order or contract is issued.

2.26.5. Notwithstanding any reference to arbitration herein,

(a)	the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; **and**
(b)	the Purchaser shall pay the Supplier any monies due the Supplier.

2.27. Governing Language

2.27.1. The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

2.28. Applicable Law / Jurisdiction

2.28.1. The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

2.29. Notices

2.29.1. Any notice given by one party to the other pursuant to this contract / order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or / and confirmed in writing to the other party's address specified in the SCC.

2.29.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2.30. TAXES AND DUTIES

2.30.1. The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its work completion.

2.30.2. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

2.30.3. All payments due under the contract shall be paid after deduction of statutory levies (at source) (like ESIC, IT, etc.) wherever applicable.

2.30.4. No sub-contracting will be allowed for installation or maintaining system/ equipment / instrument during or after warranty period in case AMC is awarded

2.30.5. Mention the charges for comprehensive maintenance contract separately in Commercial bid (for post warranty period).

Note: The General Conditions of Contract shall form the part of Contract.

3. Bidders - Eligibility and Preferential Policies

3.1 Bidders

Subject to provisions in the following clauses in this section and provisions in Tender Document, this invitation for Bids is open to all bidders who fulfil the 'Eligibility Criteria' and 'Qualification Criteria' stipulated in the Tender Document. In the case of the Second Stage (of two Stage Bidding or PQB) or Special Limited Tenders, this invitation is open only to such bidders who have been previously shortlisted or specifically invited.

3.2 Eligibility Criteria for Participation in this Tender

Subject to provisions in this Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria. Bidder should meet (as on the date of his bid submission and should continue to meet till the award of the contract) the 'Eligibility Criteria' detailed in NIT-clause 3, which shall be considered to be part of this clause of ITB (even though it is not being reproduced here for the sake of brevity). Bidder shall submit a declaration about the 'Eligibility Criteria' compliance in Form 1.2 – Eligibility Declarations.

3.3 Eligibility of bidders from specified countries

Orders issued by the Government of India restricting procurement from bidders from certain countries that share a land border with India shall apply to this procurement.

1) Any bidder (as defined in GCC-clause 1.2) from a country that shares a land border with India[1], excluding countries as listed on the website of the Ministry of External Affairs[2], to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered[3] with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard in Form 1 - bid Form.

2) In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate in Form 1: Bid Form.

3) If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.

4) "Bidder from such Restricted Countries" means: -
   a) An entity incorporated, established, or registered in such a country; or
   b) A subsidiary of an entity incorporated, established, or registered in such a country; or
   c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
   d) An entity whose beneficial owner is situated in such a country; or
   e) An Indian (or other) agent of such an entity; or
   f) A natural person who is a citizen of such a country; or

---

g) A consortium/ joint venture where any member falls under any of the above

5) The beneficial owner shall mean:

(a) In a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Whether acting alone or together or through one or more juridical persons, controlling ownership interest or exercises control through other means.

Explanation-

(i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of the company's shares or capital, or profits.

(ii) "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;

(b) In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits.

(c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(d) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

(e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

3.4 Conflict of Interest.

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in Form 1.2 - Eligibility Declarations. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

1) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

2) receives or have received any direct or indirect subsidy/ financial stake from another bidder; or

3) has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or

4) has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or

5) participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than

one bid shall result in the disqualification of all bids in which he is a party, However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or

6) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc) of this Tender process; or

7) has a close business or family relationship with a staff of the Procuring Organisation who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

3.5 Regulation of Indian Agents/ Associates of Foreign Principals

Wherever the foreign principal desires to involve in this tender process, an Indian Agent/ associate, their dealings shall be regulated. Foreign Principals and their Agents/ Associates must provide required declarations in Form 1.4 – Declarations by Agents/ Associates of Foreign Principals:

1) The name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorizing them specifically to make an offer in India in response to tender either directly or through the agents/ representatives.
2) Such Agents/ Associates shall provide self-attested documentary evidence about their identity, business details to establish that they are a bonafide business and conform to regulations.
3) The Bidder/ Foreign Principal must commit to submitting after the Financial bid opening, due to price-sensitive information, the Agreement between them, including the amount of commission/ remuneration included in the price (s).
4) Confirmation on behalf of the foreign principals that the commission/ remuneration, if any, reserved for Indian Agents/ Associates in the quoted price(s), shall be paid by the Procuring Entity in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.
5) Failure to furnish correct and detailed information shall render Foreign Principal's bid liable to be rejected as nonresponsive in addition to other punitive actions against the Foreign Principal and their Indian Agents/ Associates for violation of Code of Integrity as per the Tender Document.

4. Purchase Preference Policies of the Government

Unless otherwise stipulated in TIS/ AITB, the Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

1) Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
2) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
3) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/ or

4) Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in the TIS/ ITB/ AITB

4.1 Make in India Order

Orders issued by the Government of India regarding eligibility to participate and for purchase preference to "Local Suppliers" to encourage 'Make in India' and promote manufacturing and production of goods and services in India shall apply to this procurement, as detailed below.

4.1.1 Categories of Local Suppliers

Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.:

1) 'Class-I local Supplier' with local content equal to or more than that prescribed in TIS or 50% if not prescribed.

2) 'Class-II local Supplier' with local content equal to or more than that prescribed in TIS or 20%if not prescribed, but less than that applicable for Class-I local Supplier.

3) 'Non - Local Supplier' with local content less than that applicable for Class-II local Supplier, in sub-clause above.

4.1.2 Eligibility Restrictions based on Reciprocity.

If so stipulated in the Tender Document, entities from such countries identified as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this tender. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

4.1.3 Eligibility to participate

1) **Minimum local content for eligibility to participate**: Only bidders meeting the minimum prescribed local content for the product shall be eligible to participate subject to the following conditions. This threshold shall be declared in TIS and/ or Section VI: Schedule of Requirements

2) **Classes of Local Suppliers eligible to Participate:** Based on the Make in India Policy, classes of local/ non-local Suppliers eligible to participate in the tender shall be declared in TIS/ AITB/ Schedule of Requirements. If not so declared, only Class-I and Class-II local Suppliers shall be eligible to participate and not non-local Suppliers.

4.1.4 Thresholds

1) Following thresholds shall be declared in the Tender Document.

   (a) Minimum local content for Contractor classification: local content percentage prescribed to qualify as Class-I or Class-II local Suppliers for various products

   (b) Minimum local content for eligibility to participate: Minimum local content percentage prescribed for eligibility for a bid to be considered.

   (c) The margin of purchase preference: The bid price quoted by Class-I Local Supplier should be within this percentage from the L-1 price quoted by Non-local or Class-II bidders for being eligible for purchase preference.

2) If not so declared, the default threshold shall be as follows:

   (a) Local content for eligibility for Class-I; Class-II local Suppliers and Non-local Suppliers shall be 50% and above; 20% and above but less than 50%; and less than 20%, respectively.

(b) Minimum local content for eligibility to participate shall be 50%,
(c) The margin of purchase preference shall be 20%

4.1.5 Purchase preference to Class-I local Suppliers

1) For goods and works where the Goods are divisible by nature:

(a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract for full quantity shall be awarded to L-1.

(b) If the L-1 bid is not a 'Class-I local Supplier', 50% of the order quantity shall be awarded to L-1. After that, the lowest bidder among the 'Class-I local Supplier' whose quoted price falls within the margin of purchase preference shall be invited to match the L-1 price for the remaining 50% quantity, and a contract for that quantity shall be awarded him, subject to matching the L-1 price. In case such lowest eligible 'Class-I local Supplier' fails to match the L-1 price or accepts less than the offered quantity, the next higher 'Class-I local Supplier' within the margin of purchase preference shall be invited to match the L-1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. If some quantity is still left uncovered on Class-I local Suppliers, such balance quantity shall also be ordered on the L-1 bidder.

2) For goods and works where the Goods are not divisible, and in the procurement of services where the bid is evaluated on price alone:

(a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract shall be awarded to L-1.

(b) If L-1 is not 'Class-I local Supplier', the lowest bidder among the 'Class-I local Supplier' shall be invited to match the L-1 price subject to Class-I local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local Supplier' subject to matching the L-1 price.

(c) If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next higher and so on, bid within the margin of purchase preference shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase preference matches the L-1 price, the contract shall be awarded to the L-1 bidder.

3) Where parallel contracts are to be awarded to multiple bidders: In Bids where parallel contracts are to be awarded to multiple bidders subject to matching of L-1 rates or otherwise, the 'Class-I local Supplier' shall get purchase preference over 'Class-ll local Supplier' as well as 'Non-local Supplier', as per following procedure:

(a) If there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local Suppliers shall be eligible to bid. As such, the multiple Contractors, who would be awarded the contract, should be all and only 'Class I Local Suppliers'.

(b) In Bids, other than those mentioned above, 'Class II local Suppliers' or both 'Class II local Suppliers' and 'Nonlocal Suppliers' may also participate in the tender process along with 'Class I Local Suppliers'. If 'Class I Local Suppliers' qualify for the contract award for at least 50% of the tendered quantity in tender, the contract shall be awarded to all the qualified bidders as per award criteria stipulated in the Tender Documents. However, in case 'Class I Local Suppliers' do not qualify for the award of contract for at least 50% of the tendered quantity as per award criteria, purchase preference should be given to the 'Class I local Supplier' over 'Class II local Suppliers'/ 'Non-local Suppliers' provided that their quoted rate falls within the margin of purchase preference of the highest bid considered for award of contract. To ensure that the 'Class I Local Suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity, first purchase

preference has to be given to the lowest among such eligible 'Class-I local Suppliers', subject to its meeting the prescribed criteria for the award of contract as also the constraint of the maximum quantity that can be sourced from any single Contractor. If the lowest among such 'Class-I local Suppliers' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity shall be given to next higher among such 'Class-I local Supplier', and so on.

4.1.6 Verification of local content and violations:

1) The 'Class-I local Supplier'/ 'Class-II local Supplier' at the time of tender, bidding, or solicitation shall be required to indicate the percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local Supplier'/ 'Class-II local Supplier', as the case may be.

2) In cases of procurement for a tender value above Rs. 10 crores, the 'Class-I local Supplier'/ 'Class-II local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practising chartered accountant (in respect of Contractors other than companies) giving the percentage of local content.

3) Complaints about Local content declarations may be made through the channels of Procuring Entity. Procuring Entities and Nodal Ministries may prescribe fees for such complaints.

4) Bids with false declarations regarding Local contents shall be rejected as responsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.

4.1.7 Manufacture under license/ technology collaboration agreements with phased indigenization

1) If so, declared in TIS and/ or AITB, foreign companies shall enter into a joint venture with an Indian company to participate.

2) The Procuring Entity reserves its right, but without being under any obligation to do so, to grant exemption from meeting the stipulated local content to Bidders manufacturing indigenously a product developed abroad under a license from a foreign manufacturer (who holds intellectual property rights) under a technology collaboration agreement/ transfer of technology agreement with a precise phasing of increase in local content. Bidder must obtain such an exemption letter and submit it along with his bid to avail such an exemption.

4.1.8 Information to be provided by Bidders regarding Make in India policy

Bidder shall provide required self-declaration as detailed in Form 1.2 – Eligibility Declarations:

1) Self-declaration of their local content (and required certificate, in case of procurements above Rs 10 Crores) and their status as Class-I/ Class-II/ Non-local Supplier and their eligibility to participate as per this clause.

2) If the Tender Document indicates countries identified as not allowing Indian companies to participate in their Government procurement, then a declaration that they are not an 'Entity' of such countries (as per criteria of the FDI Policy of DPIIT as amended from time to time) and are therefore eligible to participate in this tender.

3) If a Bidder is claiming exemption (as obtained from relevant authorities) from meeting the stipulated local content on account of manufacturing the product in India under a license from a foreign manufacturer with the precise phasing of increase in local content, he must provide proof thereof.

4.2 Support/ Preferential Treatment to Micro & Small Enterprises (MSEs)

Policies of the Government to support Micro and Small Industries (MSEs, registered as per the following sub-clause) in comparison to non-MSE enterprises shall apply to this procurement.

4.2.1 Registration of MSEs

1) MSEs interested in availing such benefits must enclose in Form 1.2 with their offer the Udhyam Registration Certificate with the Udhyam Registration Number as proof of their being MSE registered on the Udhyam Registration Portal. The certificate shall be of latest but before the deadline for the bid submission.
2) MSEs shall be treated as owned by SC/ ST or women entrepreneurs:

(a) The proprietor(s) shall be SC/ ST or women In proprietary MSEs
(b) At least 51% shares shall be held by the SC/ ST or women partners in a partnership MSEs.
(c) At least a 51% share shall be held by SC/ ST or women promoters in Private Limited Companies MSEs.

4.2.2 Support to MSEs

a) Tender sets shall be provided free of cost to MSEs.
b) MSEs shall be exempted from payment of Earnest Money. (as per ITB-clause 9.4 below, they shall be required only to submit Bid Security Declaration)

4.2.3 Reservation of specific items for procurement

If so stipulated in Tender Information Summary (TIS Appendix to NIT), this procurement is reserved as per the Public Procurement Policy for the Micro and Small Enterprises Order, 2012, for exclusive purchase from Micro and Small Enterprises (MSEs) registered with agencies, as mentioned in clause 4.2.3 below. In such a case, only such MSEs shall be eligible to submit a bid and be considered.

4.2.4 Purchase Preference to MSEs

The Procuring Entity reserves its option to give purchase preference to MSEs compared to the non-MSE enterprises as per policies of the Government from time to time. This preference shall only apply to products produced and services rendered by Micro and Small Enterprises. If an MSE bidder quotes a price within the band of the lowest (L-1) +15 percent in a situation where the L-1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded up to 25 percent of the total quantity being procured if they agree to match the L-1 price. In case of more than one such eligible MSE, this 25 percent quantity shall be distributed proportionately among these bidders.

4.3 Support to Start-up Enterprises

4.3.1 Definition of Start-up Enterprises

1) As defined by DPIIT, an entity shall be considered as a 'Start-up':

(a) Upto a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, and
(b) Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees, and
(c) The entity works towards innovation, development or improvement of products or processes or services or a scalable business model with a high potential for employment generation or wealth creation.

2) Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a 'Start-up'.

3) A Start-up so identified under the above definition shall be required to obtain and submit along with his bid a certificate of an eligible Start-up from the inter-Ministerial Board of Certification to obtain support.

4.3.2 Support to Start-ups

The Government of India has ordered the following support to Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).

1) **Exemption from submission of Bid Security:** Such Start-ups shall be exempted from payment of Earnest Money. (as per ITB-clause 9.4 below, they shall be required only to submit Bid Security Declaration)

2) **Relaxation in Prior Turnover and Experience:** The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final.

5. The Goods, Eligible Goods and Basis of Evaluation

5.1 Eligible Goods –Origin and Minimum Local Content

Unless otherwise stipulated in the Tender Document, all 'Goods' and 'incidental Works/ Service' to be supplied under the contract must conform to i) restrictions on certain countries with land-borders with India (ITB-clause 3.3; ii) minimum local content (Make in India Policy – ITB-clause 4.1). If Bidder avails benefits under any preferential policy as Class-I Local Supplier or as MSE or Start-up enterprise, the Goods must not circumvent the provisions relating to such benefits.

5.2 Basis of Evaluation for Schedules/ packages

1) Unless otherwise stipulated in the TIS/ AITB, if there is more than one schedule/ package in Section VI: Schedule of Requirements, evaluation of financial ranking of bids shall be done separately for each schedule, and Bidder has the option to submit its quotation for any one or more schedules/ packages and, also, to offer special discount for combined schedules. However, Bidder shall quote for the complete Goods as stipulated in a schedule quoted.

2) Unless otherwise stipulated in the TIS/ AITB, if there is only a list of items without grouping into schedules, evaluation of financial ranking of bids shall be done for each item separately, and Bidder has the option to submit its quotation for any one or more items and, also, to offer special discount for combined items. However, Bidder shall quote for all the destinations included in an item quoted.

3) Unless otherwise stipulated in the TIS/ AITB, if there is only one item in the Goods with several destinations, evaluation of financial ranking of bids shall be done separately for each destination included in that item separately, and Bidder has the option to submit its quotation for any one or more destinations and, also, to offer special discounts for all destinations.

B. SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause	Special Condition of Contract (SCC)	
GCC 2.1.1(l)	**The Purchaser is:** Jawaharlal Nehru Centre for Advanced Scientific Research Jakkur Post, Bengaluru – 560064 Karnataka-India	
GCC 2.1.1(m)	**Campus where service to be rendered:** Jawaharlal Nehru Centre for Advanced Scientific Research Jakkur Post, Bengaluru – 560064 Karnataka-India	
GCC 2.13.1	**Performance Security** The amount of the **Performance Security shall be 3% of the contract value,** should be valid during the period of contract. This Security should be submitted within 15 days from the date of award of the contract.	
GCC 2.21.1	**Payment Details:**	
	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Quarterly payment after satisfactory services	
GCC 2.27.1	**Liquidated Damages / Penalty Clause**	
	(a)	As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise the bidder will forfeit EMD/SD and also LD clause will be applicable /enforced
	(b)	If the supplier fails to perform the service as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 0.5% of order value per every week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier
	(c)	JNCASR reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the Security Deposit
	(d)	The **maximum** amount of **penalty** shall be 10%.
	(e)	The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.
		Period of contract: THREE years from the date of commission. This can be terminated by giving 3 months Notice by eighter party. After 3 years of Contract period, the same would be reviewed as per the norms of JNCASR.
		Payment for all the licenses which are delivered / installed will be made within 30 days from the date of commission and certification by the End Users / JNCASR.
		Delivery / commission period: 45 days from the date of award of contract.
GCC 2.34.1	**Applicable Law / Jurisdiction:** The **place of jurisdiction** is **Bengaluru**, India.	
GCC 2.35.1	**Notices: For notices,** the Purchaser's address is The President Jawaharlal Nehru Centre for Advanced Scientific Research Jakkur Post, Bengaluru – 560064 Karnataka-India	

To be filled by the bidder and enclosed with the Technical Bid.

SCHEDULE OF REQUIREMENT

The Schedule of Requirement must clearly specify **the time frame required (Schedule) for delivery of goods and services to be completed** by the bidder in reference to Scope of Supply, if the Contract is awarded for the offer / proposal submitted by the bidder in response to this Tender.

A) Delivery Schedule:

Sl. No.	Brief Description of Goods and Services		Delivery Schedule

Period of delivery shall start from : _____

Place : _____

Signature of the Bidder: _____

Date : _____

ANNEXURE – K

TECHNICAL SPECIFICATION FOR ISP

Jawaharlal Nehru Centre for Advanced Scientific Research invites eligible and reputed bidders to submit offer for "Managed Cloud Service'. The Hiring of Managed Cloud Service Partner will be valid for 36 months .

Objective

The objective of the RFP is to invite proposals from eligible and qualified bidders for providing cloud services required for hosting of Institute of Jawaharlal Nehru Centre for Advanced Scientific Research workloads to migrate their aging critical systems to a suitable secure environment. Institute Of Jawaharlal Nehru Centre for Advanced Scientific Research workloads are of national scale and critical service platform; hence it has been envisaged to use hyper- scale cloud service for hosting. Bidder will be required to submit technical compliance as stated in the RFP.

Azure CSP - Compliance (Mandatory)

Proposed Microsoft Azure CSP must comply with all the requirements mentioned in Annexure-1 "CSP Mandatory Criteria" and Annexure-2 "Technical Compliance". Microsoft Azure CSP is required to submit signed and stamped copy of the compliance to the Bidder for submission. For purpose of submission of supporting documents, the bidder is required to list specific URL on CSP website to support the compliance.

Pre-Qualifications Criteria - Bidder:

Bidder is required to bid on its own and no consortium is allowed to meet required PQ / TQ criteria. Below is the pre-qualification criteria for Bidder.

Note:

Compliance to below criteria is mandatory and if bidders do not meet any of these Criteria, their technical proposals will not be considered for further evaluation. Bidder is required to submit letter of support and authorization from the proposed CSP for bids to be considered.

Sl. No.	Minimum Qualifications Criteria	Documentary proof to be submitted
1	The bidder should be a Company registered in India under the Companies Act, 1956/2013 or a partnership registered under the Limited Liability Partnership Act 2008, having its registered office in India for the last 10 (ten) years as on 1st January 2022	• Certificate of Incorporation/ Registration
2	The turnover of the bidder shall be at least an average of INR 10 crores (Indian Rupees Hundred Crores only) for last 3 (Three) financial years (FY 18-19, 19-20 and 20-21) as of 31st March 2021	• Audited/Certified Annual Financial Statements and Annual Reports for last 3 (three) financial year(s)
3	The bidder should have a Positive Net Profit for last 3 (Three) financial years (FY 18-19, 19-20 and 20- 21) as of March 31, 2021. For the purpose of this criterion, net-profit of only the bidding entity will be considered. Net-profit of any parent, subsidiary, associated or other related entity will not be considered.	• Duly certified statement from the auditor for the last 3 (three) financial years

4	The bidder be an authorized re-seller in India	• Bid Specific Authorization Letter from OEM
5	The bidder should have at least 10 skilled full-time manpower employed in the bidding entity.	• Certificate from the HR/head of the entity
6	Should have undertaken at least 3 Project of Managed Services & Cloud Reselling of minimum value of 20 Lakhs into any of reputed institutes of IITs/IIMs/NITs/ Central Govt/ State Govt.	• Work Order
7	Submission of "Undertaking of Not Being blacklisted that, the firm or none of the firm's Partners or Directors have been blacklisted in India by any Indian State/Central Governments Departments or Public Sector Undertaking of India.	• Self-attested Undertaking
8	Bidder to provide OEM authorization letter/ Manufacturers Authorization Certificate from the MeitY Empanelled OEM quoting this tender reference number, date and due date of opening along with the bid	• OEM Manufacturers Authorization Certificate with empanelment confirmation from MeitY
9	**Bidder should be having their own NOC & SOC service in operational for Support Services with minimum technical skilled manpower of 3 resources.**	• Self-attested Undertaking

Bids Evaluation criteria

Stage 1: Pre-Qualification

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

Stage 2: Technical Evaluation

1. Technical Evaluation will be done only for the bidders who succeed in Stage 1.
2. The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework.

Stage 3: Commercial Evaluation

1. The commercial bids for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at JNCASR discretion.
2. The Bid price will include all taxes, duties, levies etc, excluding GST and all prices shall be quoted in Indian Rupees only. Bidder to quote their GST rates in the Techno Commercial part of the tender.
3. Any conditional bid would be rejected
4. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
    a. "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
    b. If there is a discrepancy between words and figures, the amount in words will prevail."

Price Bid Format

The provided BOQ/price bid sheet – Annexure 3, needs to be filled in with discounted unit price (in INR) for CSP. Bidders are required to quote discounted Unit price against each of configuration mentioned under each of the following mentioned categories of services in BOQ/Price bid template. The total cost column shall be computed based of quantity and period mentioned. Total Bid estimate shall be considered for commercial evaluation. Pls note the following points

1. The Unit price submitted by the bidder cannot be higher than publicly available list price of CSP. The bill of material mentioned in BOQ/Price Bid template is indicative only. JNCASR at its sole discretion may alter (increase/decrease) quantity or may remove item. The above BoM represents no commitment towards usage as per BoM and Department has the right to leverage services as per requirement. The invoicing will done on actual services consumed every month.
2. JNCASR at its discretion can choose to use any available service in the data centers of CSP in India. In case a service is consumed that is not listed in BoM or a variation of service listed in BoM, the payments shall be made based on actual consumption and list price of CSP. Bidder shall provide CSP public URL for referring list price.
3. For CSP whose list prices are in USD, bidder shall use conversion rate of 1 USD = INR 80 for BOQ/price bid sheet submission purposes. Further, RBI reference rate for USD INR conversion as on last day of every month will be considered for billing purposes.

Annexure 1: CSP Mandatory Criteria

Sl. No.	CSP Mandatory Criteria	Documentary Evidence
1.	The Cloud Service Provider (CSP) should have been offering cloud services (IaaS/PaaS) in India from at least last 5 financial years with average annual turnover from provisioning cloud services in India of at least Rs. 500 crores as on date of bid submission.	Copy of Certificate of Incorporation or Certified copy of Partnership Deed Letter from Statutory Auditors / Certificate from Chartered Accountant on their letterhead mentioning the annual revenue from Provisioning Cloud Services in India
2.	The Cloud Service Provider (CSP) should be empanelled with the Ministry of Electronics & Information and Technology (MEITY), Government of India for offering both DC & DR on its own to government bodies. The CSP Data centres offered for services shall be located in India and shall comply to all Meity guidelines including minimum distance between the DC and DR i.e 100KM.	Undertaking on CSP letterhead confirming the clause and copy of Valid MEITY Empanelment Certificate
3.	CSP shall have published on its public facing website-cloud services' rates for India, Service Level Agreements (SLAs), dashboard live-status of cloud services' health across global datacentre and outage details (if any) with RCA.	An undertaking from the CSP with the links to its relevant public facing website(s) covering the details
4.	Availability of self-service cloud portal where administrator can provision & scale cloud resources without requiring manual intervention of CSP including at least- Virtual machine, Storage disks, object storage, file share, network, backup, disaster recovery replication, infrastructure as code, infrastructure & security monitoring	Undertaking on CSP letterhead with link to public facing website having the service and functionality description
5.	CSP must have their own native service Availability of managed databases (PAAS) having feature of inbuilt scaling, HA & backup for PostgreSQL, MySQL, Maria DB, and MS SQL Server	Undertaking on CSP letterhead with link to public facing website having the service and functionality description
6.	CSP must have their own native security service in cloud (instead of 3rd party) for- - NextGen Firewall - Web Application Firewall - DDoS Protection - Data Encryption at rest - Automated Security Assessment - Identity and Access Management - fine grained access control for access to cloud resources: Only the resource with appropriate permissions and grants has access to any specific resource and All access and changes carried out are logged, cannot be tampered with and be auditable	Undertaking on CSP letterhead with link to public facing website having the service and functionality description

7.	a. Uptime offered on a single VM instance is more than or equal to 99.5 % b. Uptime offered on 2 or more VM instances (in HA mode) is more than or equal to 99.9 %	Undertaking on CSP letterhead with link to public facing website having the service and functionality description
8.	a) Tier-3 datacenter certification b) ISO/IEC 27701:2019 Security techniques — Extension to ISO/IEC 27001 and ISO/IEC 27002 for privacy information management — Requirements and guidelines c) ISO 22301- Standards for Business Continuity Management d) SOC 3 Report- System and Organization Controls attestation reports as mandated by SSAE 16 and SSAE 18	Copy of Relevant Certificate
9.	CSP should offer Virtual Private Cloud and virtualized resources offered to JNCASR will not be shared with any customer. Further, CSP to protect customer data including restriction of access by CSP personnel. The data will be fully controlled and managed by the department designated individuals or organisation	Undertaking on CSP letterhead

Annexure 2: Azure Technical Compliance

Sl. No.	GENERAL REQUIREMENTS	COMPLIANCE (YES/ NO)
1.	The CSP / Bidder shall assess the infrastructure requirements (including OS Instances, Storage, Networking, Security etc.) for hosting and maintaining all required applications/services. The CSP / Bidder shall provide the services in conformance with the SLAs as described in the RFP.	
2.	The CSP / Bidder should ensure that all peripherals, accessories, subcomponents required for the functionality and completeness of the solution, including but not limited to devices, equipment, accessories, software, licenses, tools, etc. should also be provisioned according to the requirements of the solution.	
3.	The purchase authority will not be responsible if the CSP / Bidder has not provisioned some components, subcomponents, assemblies, and subassemblies as part of bill of material in the bid. The CSP / Bidder will have to provision the same to meet the solution requirements at no additional cost and time implications to Purchase authority.	
4.	The Cloud of the CSP / Bidder should be available on pay as per usage model and Fixed-Billing model and should be sized by CSP / Bidder basis the Guiding principles of IT infrastructure design section (On-Demand vs Fixed Billing). However, from Purchase authority perspective, the billing would be done periodically irrespective of Fixed/On-Demand model with the Cloud Service Provider.	
5.	The CSP / Bidder should specify DC and DR locations. Purchase authority may, at any point of time, require audit of the provisioned DC / DR environment. CSP is required to facilitate such timely audits.	
6.	The relational database system should be constructed in high availability mode with Synchronous replication.	
7.	Application Solution and Cloud services should be accessible via IPSec over internet to CSP / Bidder operations team.	
8.	Cloud environment in DC & DR should be provided by the same CSP and DC and DR should be at least 100 kms apart.	
9.	CSP, in alliance with the Bidder, should ensure seamless migration in case the underlying processor architecture is upgraded.	
10.	The Virtual Private Cloud Services of CSP should provide REST based API for each of the services for automation along with SDKs for platforms like Microsoft .net, Java/JavaScript, Python, PHP, Ruby etc. The CSP should be able to utilize these API's to set up routine jobs such as backup on an automated schedule wherever necessary.	

	The Virtual Private Cloud Services of CSP should also provide API Gateway services to create, host, monitor API services that may be required as part of the solution.	

Sl. No.	POLICY REQUIREMENTS	COMPLIANCE (YES/ NO)
1.	The CSP / Bidder should ensure that data will reside in India and should not be accessed by any entity outside the control of Purchase authority.	
2.	The application data and Cloud Services of CSP Infrastructure must be maintained ONLY at the declared hosting site of CSP which should be communicated as part of the solution document.	
3.	The CSP / Bidder shall not delete any data at the end of the agreement (for a maximum of 90 days beyond the expiry of the Agreement) without the express approval of the Purchase authority.	

Sl. No.	SERVICES	COMPLIANCE (YES/ NO)
1.	The CSP / Bidder should offer support at any time, 24 hours a day, 7 days a week, per year via phone, chat, and email support.	
2.	Able to define guidelines for provisioning and configuring cloud resources and then continuously monitor compliance with those guidelines.	
3.	Provide Audit logs of the account activity to enable security analysis, resource change tracking, and compliance auditing.	

Sl. No.	SERVICES	COMPLIANCE (YES/ NO)
1.	The system must be Scalable, Reliable, Highly Available & should provision to upgrade/downgrade compute parameters seamlessly based on demand with minimal downtime (Using architectural patterns such as rolling or blue/green deployment).	
2.	The service must be an end-to-end fully managed platform with built-in infrastructure maintenance, security patching & scaling along with the ability to Auto-Scale (Horizontal) on demand. The service should support automatically launching or terminating instances based on parameters such as CPU utilization or other factors basis the demand. The solution should also be able to do continuous monitoring and optimization of auto-scaling rules and limits.	
3.	The CSP / Bidder must ensure that the services that are deployed are required in cluster and/or load-balancing mode, shall be deployed in such a manner that the load sharing/failover is across the instances and NOT amongst partitions of the same OS instance. In case of a hardware or software component failure in one partition, other partitions must not be shut down or rebooted.	
4.	CSP / Bidder should offer the following instance types – i. The Cloud grid should be based on latest generation services from OEM, which are in well reputed. ii. The underlying Infra of the compute should be on latest generation processors with clock frequency of 2.4 GHz & above	
5.	The CSP / Bidder shall ensure that the services that are deployed are with Rigorous security and compliance.	

Sl. No.	HOSTING PLATFORM	COMPLIANCE (YES/ NO)
1.	Web hosting platform must have security, load balancing, autoscaling, and automated management.	
2.	Must support for continuous deployment from DevOps, GitHub, Docker Hub, and other sources, package management, staging environments, custom domain, and TLS/SSL certificates.	
3.	Must support for ASP.NET, ASP.NET Core, Java, Ruby, Node.js, PHP, or Python.	

4.	Managed production environment - Automatic OS & patch management and language frameworks. Must promote updates through test and staging environments. Should also support management of apps using crossplatform command-line interface (CLI).	
5.	Global scale with high availability – Must be capable of scale up or out manually or automatically with an uptime of 99.95 %.	
6.	Solution to be ISO, SOC, and PCI compliant with conditional access (User / IP).	
7.	Platform must support for RESTful API scenarios, and simplify mobile app scenarios by enabling authentication, offline data sync, push notifications, and more.	

Sl. No.	STORAGE	COMPLIANCE (YES/ NO)
1.	Storage should be able to service multiple petabytes of information while sustaining hundreds of gigabits of throughput.	
2.	Facility to organizes objects/files into a hierarchy of directories for efficient data access.	
3.	Facility to define POSIX permissions on directories or individual files. Should support ACL and POSIX permissions.	
4.	Cost effective storage and able to store and serve many exabytes of data.	
5.	Storage should be available with throughput measured in gigabits per second (Gbps) at high levels of input/output operations per second (IOPS).	
6.	Processing should be executed at near-constant per-request latencies.	

Sl. No.	NETWORKING	COMPLIANCE (YES/ NO)
1.	Cloud service must be able to support multiple (FQDN and IP Address) network options. Cloud service should be able to support dedicated IP addresses per instance.	
2.	The CSP must support IP addresses associated with a customer account, not a particular instance. The IP address should remain associated with the account until released explicitly.	
3.	Cloud service should support Load balancing (both local and Global) of instances across multiple host servers.	
4.	Cloud service should support multiple routing mechanism including roundrobin, failover, sticky session etc.	
5.	Cloud service must support a front-end load balancer that takes requests from clients over the Internet and distributes them across the instances that are registered with the load balancer.	
6.	Cloud service should support an internal load balancer that routes traffic to instances within private subnets.	
7.	The CSP should be able to provide a 10Gbps network connectivity between the servers if required.	
8.	The internet bandwidth shall be clean with DDoS protection and active monitoring to be provided.	
9.	The Cloud Services of CSP should have the following service available • IPv4, IPv6 • DHCP • IPSec VPN Tunnel Creation • SSL VPN • Geo load Balancer (Balancing between multiple sites) • Load Balancer. • At least L3,4 Anti-DDoS solution	

Sl. No.	DATABASE	COMPLIANCE (YES/ NO)
1.	Database should be scalable and support for resource management with elastic pools. Elastic pools should automatically adjust to expected changes in workloads based on the intelligent optimization during performance tuning.	
2.	Should have a built-in reporting and monitoring tool that will provide instant information and access for business management.	
3.	Built-in performance monitoring and alerts provide actionable information for financial decisions.	

4.	Should also have a built-in intelligence which learns database patterns and informs business management of adaptation options of database resources for constant performance tuning coupled with best business decisions.	
5.	Should have batch processing features such as interleaved execution, batch mode memory grant feedback and batch mode adaptive joins.	
6.	Should have advanced security including audit logs, data encryption (both at rest and in motion), data-masking to non-privileged users, row-level security and compliance certification.	
7.	Security also provides high levels of authentication with Active Directory integration.	

Sl. No.	KEY STORAGE	COMPLIANCE (YES/ NO)
1.	Cloud service for securely storing and accessing API keys, passwords, certificates, or cryptographic keys.	
2.	Provisions to create, import, revoke, delete a key or secret.	
3.	Authorize users or applications to access the keys.	
4.	Configure and monitor key usage (for example, sign or encrypt).	
5.	Should have batch processing features such as interleaved execution, batch mode memory grant feedback and batch mode adaptive joins.	

Sl. No.	BLOCK	COMPLIANCE (YES/ NO)
1.	The CSP should offer block storage volumes greater than 1 TB in size.	
2.	Cloud compute service should support local storage for transient block storage requirements.	
3.	Cloud service should support solid state drive (SSD) backed storage media that offer single digit second latencies. There should be an option to choose the media type with respect to the type of environment. All production instances storage should be SSD backed. Other environments need not be on SSD.	
4.	CSP should ensure that Data at Rest and Data in transit should be encrypted.	
5.	CSP should offer enterprise-grade durability with a 0% annual failure rate to avoid any data loss.	

Sl. No.	OBJECT STORAGE	COMPLIANCE (YES/ NO)
1.	The CSP should offer secure, durable, highly scalable object storage for storing and retrieving any amount of data on demand.	
2.	The CSP should support a storage service that provides durable storage with security features for data archiving and backup.	
3.	The place where the objects would be stored should be configurable and all objects should stay in India.	
4.	CSP / Bidder should be able to provide audit logs on object storage buckets/ container which should include details about access request and error code.	

Sl. No.	OBJECT STORAGE	COMPLIANCE (YES/ NO)
1.	The CSP must offer a service with ability to take regular and scheduled backup.	
2.	The Bidder shall provision cloud native solution as backup software.	
3.	The CSP / Bidder should configure, schedule and manage backups of all the data including but not limited to files, folders, images, system state, databases and enterprise applications. • An Initial Full Backup • Daily Incremental with 7 days retention • Weekly full with 30 days retention • Monthly Full with 30 days & 12 months retention on storage • Yearly Full with 30 days and 7 Years retention on storage • Different Tiers of Backup storage should be chosen depending upon the reads/restore that would be required	

Sl. No.	DISASTER RECOVERY	COMPLIANCE (YES/ NO)
1.	The solution should be architected to run on cloud services offered from multiple data center facilities to provide business continuity with no interruptions in case of any disruptions /disaster to one of the data center facility. In case of failure, automated processes should move customer data traffic away from the affected area. The Cloud Service Provider should provide adequate bandwidth between their Data Centre Facilities to provide business continuity.	
2.	DR should be available at time of disaster at DC. CSP should size solution as per defined RPO of 6 hour and RTO 12hour.	
3.	In the event of a Primary site failover or switchover, DR site should take over the active role, and all requests should be routed through that site.	
4.	CSP should offer switchover and switchback of individual applications (from services standpoint) apart from the entire system	
5.	In case of failover to DR site (once disaster is declared by CSP) within the defined RTO, the SLA would not be applicable for RTO period only. Post the RTO period, SLA would start to apply and should be measured accordingly.	
6.	In case of disaster at DC site (within the defined RTOs and RPOs), the DR should be available (with its data) on-demand basis, wherein 100% of the services of DC would run from DR site (after the RTO time and with the RPO level). Once the DC is restored, failback to DC is to happen.	
7.	The CSP shall be responsible for ensuring security of Purchase authority applications and infrastructure from any threats and vulnerabilities. The CSP shall address ongoing needs of security management including, but not limited to, monitoring of various devices / tools such as firewall, intrusion prevention/ detection, content filtering and blocking, virus protection, even logging & correlation and vulnerability protection through implementation of proper patches and rules.	
8.	The Cloud Services of the CSP shall be fully secure with no scope of data breach/leaks/thefts/data mining/privacy breach etc. It would be CSP responsibility that for the layers where CSP is managing all the relevant security layers are deployed. CSP should also ensure that CSP is also fulfilling all its responsibility	

Sl. No.	INCIDENT RESPONSE	COMPLIANCE (YES/ NO)
1.	The CSP / Bidder should have policies and procedures in place for timely detection of vulnerabilities within organizationally owned or managed applications, infrastructure, network and system components (e.g., network vulnerability assessment, penetration testing (if asked by customer)) to ensure the efficiency of implemented security controls. The CSP must also have policies and procedures in place to ensure timely and thorough incident management, as per established IT service management policies and procedures.	
2.	The CSP / Bidder shall ensure that the Solution shall be complied with ITIL (Information technology Infrastructure library) standards.	
3.	The CSP / Bidder should have proper forensic procedures defined and implemented, including chain of custody, required for the presentation of evidence to support potential legal action subject to the relevant jurisdiction after an information security incident. Upon notification, customers and/or other external business partners impacted by a security breach shall be given the opportunity to participate as is legally permissible in the forensic investigation.	
4.	A risk-based model for prioritizing remediation of identified vulnerabilities shall be used. Changes shall be managed through a change management process for all vendor-supplied patches, configuration changes, or changes to the organization's internally developed software. Upon request, the provider informs customer (tenant) of policies and procedures and identified weaknesses especially if customer (tenant) data is used as part the service and/or customer (tenant) has some shared responsibility over implementation of control.	

Sl. No.	GOVERNANCE & RISK ASSESSMENT	COMPLIANCE (YES/ NO)
1.	The CSP / Bidder should have organizational practices in place for policies, procedures and standards for application development and service provisioning as well as design, implementation, testing, use, and monitoring of deployed or engaged services in the cloud.	
2.	The CSP / Bidder should have Audit plans shall be developed and maintained to address business process disruptions. Auditing plans shall focus on reviewing the effectiveness of the implementation of security operations. All audit activities must be agreed upon prior to executing any audits.	
3.	Risk assessment results shall include updates to security policies, procedures, standards, and controls to ensure that they remain relevant and effective	
4.	The CSP / Bidder shall have an audit and compliance features which enables the Purchase authority / Purchase authority appointed agency to monitor the provisioned resources, performance, resource utilization, and security compliance.	
5.	Purchase authority / Purchase authority appointed agency shall need to have visibility into the performance and availability of the cloud services being used, as well as alerts that are automatically triggered by changes in the health of those services.	
6.	The solution should provide a dashboard that would list the details of any planned maintenance scheduled as well as any unplanned downtime faced in the recent past (past 3 months at least).	
7.	The solution should be able to suggest best practices to optimize overall cost of resources.	

Sl. No.	BUSINESS CONTINUITY PLANNING	COMPLIANCE (YES/ NO)
1.	CSP / Bidder shall define and submit (as part of the solution), a detailed approach for "Business Continuity Planning"; this should clearly delineate the roles and responsibilities of different teams during DR Drills or actual disaster; further, it should define the parameters at which "disaster" would be declared.	
2.	The CSP / Bidder should have a practicing framework for business continuity planning and the plan development for which has been established, documented, and adopted to ensure all business continuity plans are consistent in addressing priorities for testing, maintenance, and information security requirements.	
3.	The CSP / Bidder should practice Business continuity and security incident testing at planned intervals or upon significant organizational or environmental changes.	
4.	Incident response plans should be developed by the CSP / Bidder which should involve impacted customers (tenant) and other business relationships that represent critical infra supply chain business process dependencies.	

Sl. No.	MONITORING SOLUTION	COMPLIANCE (YES/ NO)
1.	Purchase authority intends to monitor operational activities to have a holistic view of the provisioned cloud services and their configurations to ascertain required features have been appropriately implemented. In this view, the CSP / Bidder shall provision monitoring tools (third party or cloud native) for measuring the service levels and application/server/storage/network performance & utilization. Basis the inputs of Monitoring Solution, the cloud services should be configurable with auto-change in provisioned resources as per the monitoring inputs.	
2.	The Monitoring System should have the following components: a) Cloud Dashboards: Collect and track metrics, collect and monitor log files to gain system-wide visibility into resource utilization, application performance, and operational health. Overall, monitoring platform should provide End to End monitoring of complete IT Infrastructure: • Application Monitoring: To perform infrastructure aware application triage. The CSP should also deploy polling tools at the end user site/s to measure performance SLAs (with Synthetic User Monitoring and Real User Monitoring) • Database Monitoring: Monitor multiple database servers and versions being proposed on each server • Storage Monitoring: Monitor IOPS, Latency etc.	

	• Network Monitoring: Should provide capability to monitor any device based on SNMP v1, v2c & 3 • SLA Monitoring: Support Service Level Agreements, Lifecycle Management including Version Control, Status Control and Audit Trail. b) Configuration Management: Discovery of configuration items and their relationships and generate detailed, predefined custom report of configuration items and their configuration. c) Personal Health Dashboard: Provides a personalized view into the performance and availability of the services customers are using, as well as alerts that are automatically triggered by changes in the health of those services. d) Asset Management: To keep track of licenses life cycle from procurement to disposal and auto discovery and management of software inventory deployed on network.	
3.	Dashboard for views for all the above monitoring layers and can provide proactive notifications and alerts on actions that should be taken to prevent a failure. Purchase authority may insist on the following regular reporting during the contract: a) Availability of the cloud services being used. b) Summary of event-based alerts, providing proactive notifications of scheduled activities, such as any changes to the infrastructure powering the cloud resources. c) Reports providing system-wide visibility into resource utilization, application performance, and operational health through proactive monitoring (collect and track metrics, collect and monitor log files, and set alarms) of the cloud resources. d) Auto-scaling rules, limits and metering reports. e) Report of all of the provisioned resources and view the configuration of each. f) Incident Analysis in case of any un-authorized configuration changes. g) Report on upcoming planned changes to provisioning, either possible optimizations, if any, indicating how the underutilized services can be reduced to optimize the overall spend, or required enhancements (e.g., upgrade to additional storage) to meet the service levels defined in the RFP.	
4.	The User / Admin Portal (User Profile Management, Trouble Management) should also be part of the solution.	

Sl. No.	Connectivity solution	COMPLIANCE (YES/ NO)
1.	Firewall should support encrypted protocols like HTTPS etc.	
2.	The throughput should be auto scalable based on the requirement of purchase authority.	
3.	The firewall should be able to support 10% of the number of users as concurrent users as per the requirement of Purchase authority and never should give failure error on same.	
4.	It should be able to auto scale New Connections per Second based on the requirement of purchase authority.	
5.	The solution should support VLAN tagging (IEEE 802.1q).	
6.	It should support the IPSec VPN for both Site-Site & Remote Access VPN.	
7.	Firewall system should support virtual tunnel interfaces to provision RouteBased IPSec VPN.	
8.	It should support the system authentication with recognized authentication, authorization and accounting methodologies.	
9.	Firewall should support PKI Authentication.	
10.	Should support translating between IPv4 and IPv6 for the following inspections: DNS, FTP, HTTP and ICMP.	
11.	Firewall should be capable of dynamic routing on VPN. The VPN should be scalable as per requirements of Purchase authority.	
12.	Firewall should support client-based SSL/TLS as well as IPSec VPN Tunnels.	
13.	CSP should offer a native firewall service. The firewall service should allow capability to mask the source and destination network addresses. The firewall should also offer threat intelligence-based filtering so that alerts can be received on traffic going and coming from identified malicious addresses.	

Sl. No.	WEB APPLICATION FIREWALL	COMPLIANCE (YES/ NO)
1.	The throughput should be auto-scalable based on the requirements of Purchase authority.	
2.	Must address application layer attacks from at least OWASP Top 10 and SANS Top 25. Minimum set rules shall be defined to prevent OWASP Top 10 and SANS Top 25 attacks in default configuration.	
3.	Should have auto policy configuration, self-learning and tuning capability to prevent false positives.	
4.	The solution should support SSL transactions and should be scalable as per Purchase authority requirements.	
5.	The solution should support concurrent sessions and should be scalable as per Purchase authority requirements.	
6.	Should support Load balancing algorithms.	
7.	Support dynamic and static routing protocols.	
8.	Support static NAT, virtual grouping.	
9.	Integrate WAF with SIEM solution to provide a single dashboard to view the events generated.	
10.	The Web application firewall solution should address Open Web Application Security Project (OWASP) Top Ten security vulnerabilities such as SQL Injection, Cross-Site Scripting (XSS), Broken Authentication and Session Management.	
11.	The solution should prevent the following attacks (but not limited to): a) Brute force /DDoS b) Access to predictable resource locations c) Unauthorized navigation d) Web server reconnaissance e) HTTP request format and limitation violations (size, unknown method, etc.) f) Use of revoked or expired client certificate g) File upload violations.	
12.	WAF solution should have dedicated SSL acceleration module.	
13.	WAF should support multi-node operation.	
14.	For SSL-enabled Web applications, the certificates and private/public key pairs for the Web servers being protected need to be up loadable to the Web application firewall.	
15.	Proposed solution should have Web Application learning mechanism to allow only intended behaviour of Web Application.	
16.	Web application firewall learning mode should be able to recognize application changes while simultaneously protecting Web applications.	
17.	The Web application firewall should allow signatures to be modified or added by the administrator.	
18.	Proposed solution should be capable of detecting unusual or unexpected patterns in the web traffic.	
19.	Web application firewall solution services should be capable of identifying traffic originating from bots and known malicious sources to stop automated attacks. Web application firewall should automatic updated in real time its signature database of current web-based vulnerabilities with latest Web defences with research-driven intelligence.	
20.	Web Application Firewall should detect known malicious users who are often responsible for automated and botnet attacks. Malicious users may include malicious IP addresses, anonymous proxy addresses, and TOR networks.	
21.	Web application firewall should have the mechanism of consuming threat feed from external Global Threat Intelligence systems.	
22.	Proposed solution should have SSL offloading capability with minimum latency of SSL traffic	
23.	Proposed WAF solution should intercept each and every incoming request and outgoing responses.	
24.	Proposed solution should protect against content modification attacks like URL rewriting, Cookie signing, encryption, etc.	
25.	The Web Application Firewall should have Reputational Base Service which can provide a near real time live feed of the following known attack.	

26.	Proposed solution should be capable of detecting web-based malwares and protect the web application against DoS attacks.	
27.	The proposed solution should be inbuilt in the proposed Server Load Balancer solution (built in application gateway)	

Sl. No.	SOAR	COMPLIANCE (YES/ NO)
1.	Tool should automate common tasks and simplify security orchestration that integrate with existing cloud services and tools.	
2.	Provide a highly extensible architecture that enables scalable automation as new technologies and threats emerge.	
3.	Investigation tools to be provided to help understand the scope and find the root cause, of a potential security threat.	
4.	Provide an interactive graph to ask questions for a specific entity, and drill down into that entity and its connections to get to the root cause of the threat.	
5.	Search-and-query tools to be provided which will help hunt for security threats across all of the organizations data sources, before an alert is triggered.	
6.	Provides high-value insights into possible attacks.	
7.	Allow for creation of custom detection rules based on custom queries and display those insights as alerts to security incidents.	

Sl. No.	Anti-DDoS	COMPLIANCE (YES/ NO)
1.	System should have auto scalable based on the requirements of Purchase authority.	
2.	The throughput should be scalable based on the requirements of Purchase authority.	
3.	Should support latency less than <75 microseconds and should be clearly documented in the data sheet	
4.	SSL attack prevention Module/appliance System should mitigate encrypted attacks and should have 4000 SSL CPS/TPS (1TPS = 1 CPS) with 2048 bit Key.	
5.	In inline mode system must not modify MAC or IP addresses of passed frames.	
6.	System should be designed with High availability.	
7.	The solution should support at least 2 million packets per second on from day 1.	
8.	System should support Multiple Segment protection.	
9.	System should support, In-Line, Out-of-Path deployments modes.	
10.	System should support following environments: -Symmetric -Asymmetric Ingress	
11.	Solution should be transparent to control protocol like MPLS and 802.1 Q tagged VLAN environment. Also, it should be transparent to L2TP, GRE, and IPinIP traffic.	
12.	The system should be transparent to 'logical link bundle' protocols like LACP.	
13.	Solution Should detect IPv6 Attacks.	
14.	Solution should mitigate IPv6 Attacks.	
15.	The DDoS detection capability of the solution must not be impacted by asymmetric traffic routing.	
16.	Should detect and Mitigate attacks at Layer 3 to Layer 7.	
17.	Should support standard network maximum transmission unit (MTU).	
18.	The solution must allow protection parameters to be changed while a protection is running. Such change must not cause traffic interruption.	

19.	Solution should Protect from multiple attack vectors on different layers at the same time with combination of Network, Application, and Server-side attacks.	
20.	Solution should provide protection for volumetric/Protocol and Application layer-based DDoS attacks.	
21.	The solution must have an updated threat feed that describes new malicious traffic (botnets, phishing, etc.).	
22.	The solution should be capable to mitigate and detect both inbound and outbound traffic.	
23.	Solution should provide real time Detection and protection from unknown Network DDOS attacks.	
24.	System should have mitigation mechanism to protecting against zero-day DoS and DDoS attacks without manual intervention.	
25.	System should support behavioral-based application-layer HTTP DDoS protection.	
26.	System supports DNS application behavioral analysis DDoS protection.	
27.	System must be able to detect and block SYN Flood attacks and should support different mechanism. -SYN Protection - Transparent Proxy/out of sequence -SYN Protection - Safe Reset -SYN Protection/TCP Reset	
28.	System must be able to detect and block HTTP GET Flood and should support mechanisms.	
29.	Should support following HTTP flood Mechanism: -High Connection Rate -High rate GET to page -High-rate POST to page	
30.	System should detect & mitigate different categories of Network Attacks: -High-rate SYN request overall -High-rate ACK -High-rate SYN-ACK -Push Ack Flood -Ping Flood -Response/Reply/Unreachable Flood	
31.	System should provide zero-day attack protection based on learning baseline / behavioural analysis of normal traffic; zero-day attacks are identified by deviation from normal behaviour.	
32.	System provides behavioural-DoS protection using real-time signatures.	
33.	System should Protect from Brute Force and dictionary attacks.	
34.	System must be able to detect and block Zombie Floods.	
35.	System must be able to detect and block ICMP, DNS Floods.	
36.	Should support IP defragmentation, TCP stream reassembly.	
37.	The system must be able to block invalid packets including checks for: Malformed IP Header, Incomplete Fragment, Bad IP Checksum, Duplicate Fragment, Fragment Too Long, Short Packet, Short TCP Packet, Short UDP Packet, Short ICMP Packet, Bad TCP / UDP Checksum, Invalid TCP Flags, Invalid ACK Number) and provide statistics for the packets dropped.	
38.	Should detect and mitigate from Low/Slow scanning attacks.	
39.	Should detect and mitigate from Proxy & volumetric Scanning.	
40.	System should support dedicated DNS protection from DDoS.	
41.	System should support suspension of traffic/ blacklisting from offending source based on a signature/attack detection.	
42.	System should support user customizable and definable filter.	
43.	System should support anti-evasion mechanisms.	
44.	System should have capability to allow custom signature creation.	

45.	System protects from DDoS attacks behind a CDN by surgically blocking the real source IP address.	
46.	Protection Against Encrypted Attacks.	
47.	System should have out-of-path / on device SSL inspection.	
48.	Proposed Solution should Protect against SSL & TLS-encrypted Attacks with a separate SSL Decryption module on device / out of Path.	
49.	Proposed Solution should detect SSL encrypted attacks at Key size 1K & 2K without any hardware changes.	
50.	System supports Challenge-response (Layers 4 to 7) mechanisms without Scripts.	
51.	System supports HTTP Challenge Response authentication without Scripts.	
52.	System supports DNS Challenge Response authentication: Passive Challenge, Active challenge.	
53.	System should have capability to integrate with SIEM solution.	
54.	The system must support configuration via standard up to date web browsers. System user interface must be based on HTML.	
55.	System should support CLI access over console port and SSH.	
56.	The system must have a dedicated management port for Out-of-Band management.	
57.	Management interfaces must be separated from traffic interfaces. System management must not be possible on traffic interfaces; management interfaces must not switch traffic.	
58.	System must have supporting of tools for central monitoring.	
59.	Management certificate must be possible to change.	
60.	Proposed solution should have centralized management system.	
61.	The system must support the generation of PDF and e-mail reports.	
62.	System should have inspection throughput of which should be auto scalable.	

Sl. No.	ANTI-VIRUS SOLUTION	COMPLIANCE (YES/ NO)
1.	The proposed solution should support centralized management of the server.	
2.	The antivirus solution Should Support Multi -Platform operating system (Windows, Mac, Linux) and the same should be managed from a single Centralized Management console.	
3.	The antivirus solution Should have single, Configurable Installation with centralized configuration & policy management.	
4.	Solution should ensure that all managed endpoints are updated in scheduled intervals and shall also ensure that there is no impact on the performance of endpoints during the updates.	
5.	The proposed solution should have a single agent for Anti-virus and Antispam, Host Based Firewall, HIPS, Web Reputation, File Reputation, Real Times Analysis, Device Control.	
6.	Must protect against all kinds of viruses, Trojan horses, ransomware and worms including: boot sector, master boot sector, memory resident, file multipartite, macro etc.	
7.	Must support exclusion list by file extensions.	
8.	Anti-Virus Software must have the capability to clean, Quarantine or delete Viruses and should be able to detect new classes of viruses by normal virus definition update mechanisms.	
9.	Must have heuristic scanning to allow rule - based detection of unknown viruses.	
10.	It should give a pop - up alert box to the user to disinfect, delete, quarantine or block access to that file whenever an infection is found in it (user defined).	
11.	The solution must have real time scanning, local scanning and scheduled full system scanning.	
12.	The solution must provide the logs for real time scanning, local scanning, shell scanning, and general events like signature updates and must be integrate with proposed SIEM.	

13.	Antivirus solution should have a Live web protection module Integrated into existing endpoint agent with no endpoint configuration required to Blocks URLs that are hosting malware and Should Support all major browsers - IE, Firefox, Safari, Opera, Chrome.	
14.	Solution should be capable to identify malware across different operating system (windows, Linux, Solaris etc.).	
15.	The solution should be able to integrate with the proposed Syslog and SIEM solutions.	
16.	The solution should support backup of antivirus rules and settings.	

Sl. No.	SSL-VPN	COMPLIANCE (YES/ NO)
1.	The solution should be auto scalable based on the requirement of Purchase authority.	
2.	Provide support for client (IPsec VPN) and Clientless web access (SSL VPN) for desktop and laptop.	
3.	The IPsec VPN & SSL VPN solution should integrate natively with Active directory for user authentication and authorization. It must support Active Directory group policy based granular resource and application control without third party application servers.	
4.	Offer seamless application support for clientless access via SSL VPN using browser. Provide an easy configuration wizard for application integration with minimal manual configuration. Provide support for windows and UNIX file shares, email, messaging clients, telnet/SSHv2 host servers, remote desktop and client server applications with Single sign-on.	
5.	Provide easy web-based management for IPsec VPN & SSL VPN appliance, role-based administration, detailed audit and logs for incident isolation and troubleshooting, and extensive filters and statistics per day, week and month.	
6.	The solution must be scalable, and easy to maintain and operate.	
7.	Ability to present applications to user through a web VPN portal interface and apply access controls based on per-user, per-group and per-resource.	
8.	Ability to provide SSL tunnel VPN service and apply access controls based on per-user, per-group and per-resource.	
9.	Support high availability active/active or active/passive mode to minimize user interruption in case one VPN component fails. If one VPN component fails, the high availability feature should service all connections transparent to the users. For Active/Active solutions under normal conditions, redundant components should actively service VPN connections simultaneously.	
10.	Provide support for multiple security zones for different constituents and applications.	
11.	By seamlessly integrating with Active directory, provide visibility and control by any combination of user, group, and IP address.	
12.	Supply QoS support for high priority application and control real-time traffic. Traffic classification is based on differentiated services code point (DSCP).	
13.	Be a modular, scalable, industry standards-based platform and must interoperate with multi-vendor devices and management tools.	
14.	Support 802.1q VLAN tagging.	
15.	Support and accommodate secure remote access to selected resources inside and outside of Purchase authority network.	
16.	Provide a centralized web management console and out of band Ethernet interface for management that supports SSHv2 and SCP. Provide delegated management so that SSL VPN device can managed by different groups and individuals.	
17.	Offer the capability to track and log all remote access policy violations, exceptions, incidents and response activities and integrate with SIEM solution for security monitoring.	
18.	Provide extensive web-based reporting capabilities and dashboards to show connected users and historical reporting usage in a graphical format.	
19.	Support for integrity checking for end user systems.	
20.	Integrated Application identification, IPS, antivirus, antimalware/spyware, antivirus, anti-phishing functionality, provided through a scalable and resilient platform. Vendor needs to state performance throughput if IPS, antivirus features are enabled.	

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21.	Dynamic policy-based network bandwidth control by application, user, source, destination, interface, IPsec VPN tunnel, URL categories, threats and data.	
22.	Support for VRRP, QoS and full OSPF routing protocol.	
23.	Support for link aggregation and load balancing.	
24.	Support of device virtualization.	
25.	Enforce granular, policy-based controls for incoming & outgoing Internet traffic based on user identity and/or AD group membership.	
26.	Provide Active Directory group membership-based authentication for accessing web resources. At the same time, it should also support the Purchase authority permitted, limited web services for anonymous users.	
27.	Supply a graphical feature-rich enterprise console with fast interactive customizable user interface for rapid real-time monitoring, threat investigation, comprehensive incident management and response.	
28.	GUI management interface should include context sensitive help.	
29.	Present real-time visibility into security and compliance posture.	

Following are the current list of Virtual Servers to be migrated at JNCASR:

VMs		
Accounts-File	Libraryu20.04-web	DNS
Admin-File	Nsm-web	Exchange Hybrid server-SMTP relay
Booking-web	Purchase-inventory-File	GCM-web
DHCP	Sthira DB-Database	
Debian10-Ticketing Tool	Sthiraui-web	
Web-live	Active directory (active)	
Library-web	Active directory (passive)	

5 Scope of Work

Bidder is committed to provide a Business Continuity plan for JNCASR by proposing to migrate theworkloads to Microsoft Azure Cloud to ensure the JNCASR applications and data are secure and ready for any eventualities.

Requirements	Stages	Objective / Deliverables
Consult & Implementation	• Risk Assessment	• Identify critical business functions essential for continued service or production. • Determine the events that can adversely affect your company, the damage that such events can cause and the controls needed to prevent or minimize the effects of a loss potential.
		• Identify the impacts that result from disruption that can affect the company and the techniques that can be used to quantify and qualify such impacts. • Prioritize critical business functions.

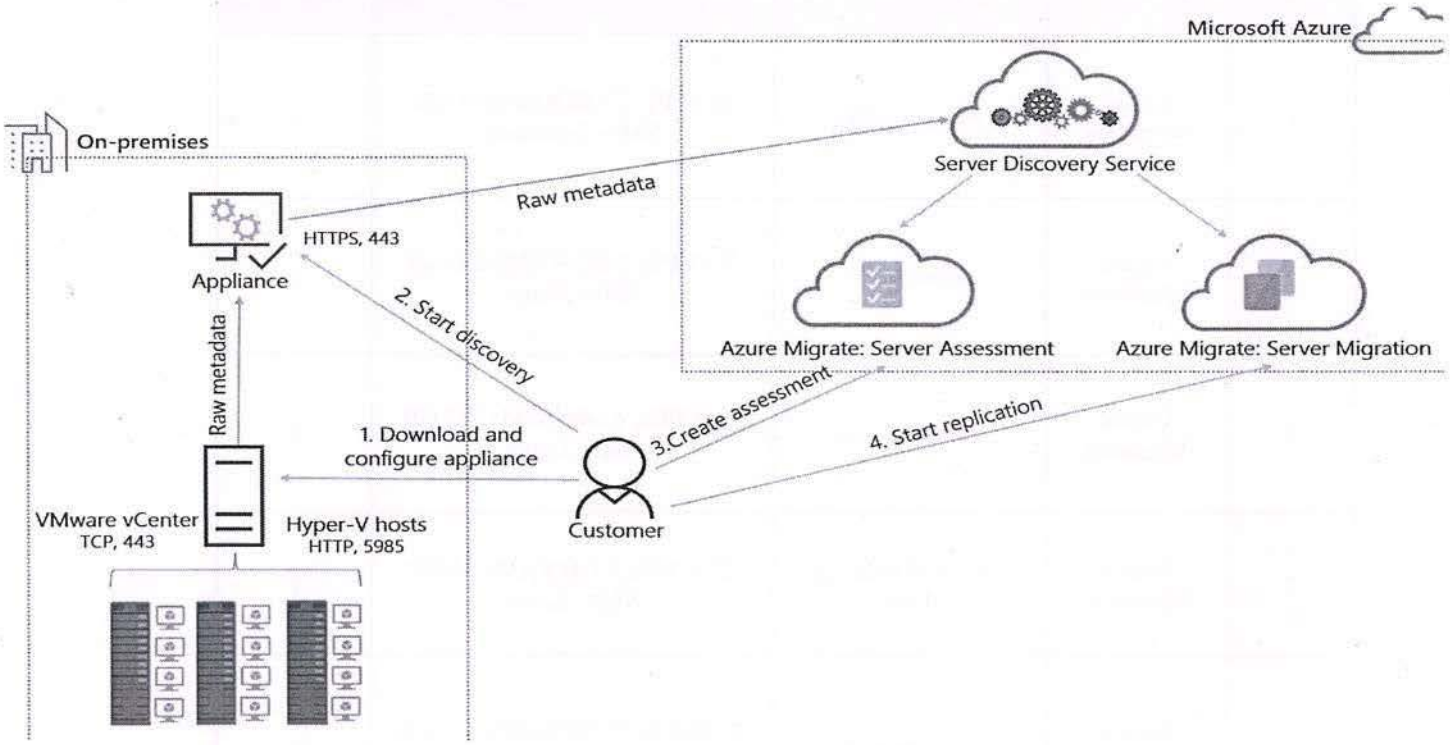
	• Develop and Document Business Continuity Plan.	□ Determine and guide, the selection of alternative recovery operating strategies to be used to maintain the critical functions □ Organize and document a written plan. Senior management should review and approve the proposed plan.
	• Test, Approve and Implement Business Continuity Plan.	• Develop testing criteria and procedures. Coordinate, test, and evaluate the plan. Document all results. • Obtain senior management endorsementof plan. • Develop processes to keep the plan up to date with reviews and tests completed ata maximum of 12-month intervals. • Ensure the plan is in-line with the strategic direction of the company.
Migration of DC to Cloud	• Discovery / Asses • Classify • Restructure • Migrate • Test & Tuning	• Discovery / Assessment Phase o Infrastructure Assessment o Assessment on Tools & Analysis o Cost – Benefit Assessment o Security & Risk Assessment • Classify o To classify the workloads as Cloudcompatible or non-compatible. o Ad dependencies • Prepare Applications o Prepare the cloud compatible workloads to make it Cloud ready before any planning of migration

		to cloud. Bidder will recommend a best practice approach for the workload migration. ○ Prepare AD for migration including users & objects. • Migrate ○ Virtual to Cloud (V2C) ○ Self-Provisioning & Automation ○ Workload Balance ○ Migrate AD ○ Service Orchestration ○ Workflow deployment ○ Imply Security ○ Monitoring & Reporting • Test & Tuning ○ Testing the applications migrate to cloud for usability and stress test the load. ○ Test authentications and user login to ensure optimal connectivity ○ Tune the cloud infra to ensure cost efficiency and performance balance. ○ Secure the infrastructure to Meity approved guidelines.
Steady State – Managing Cloud	• Cloud Infrastructure Management	• Day-to-day management of the Cloud of JNCASR on 24x7x365 basis. • Provide Support and update to JNCASR Application teams (Customers of Cloud) through one-to-one interaction, Phone Line, Email and Ticketing too including liaising with application team and provide automated infrastructure data to help optimize the application. • Provide automated capacity dashboards to make decisions on application onboarding. • Proactive monitoring and Troubleshooting (related to Cloud Virtualization, Storage, Network etc.)

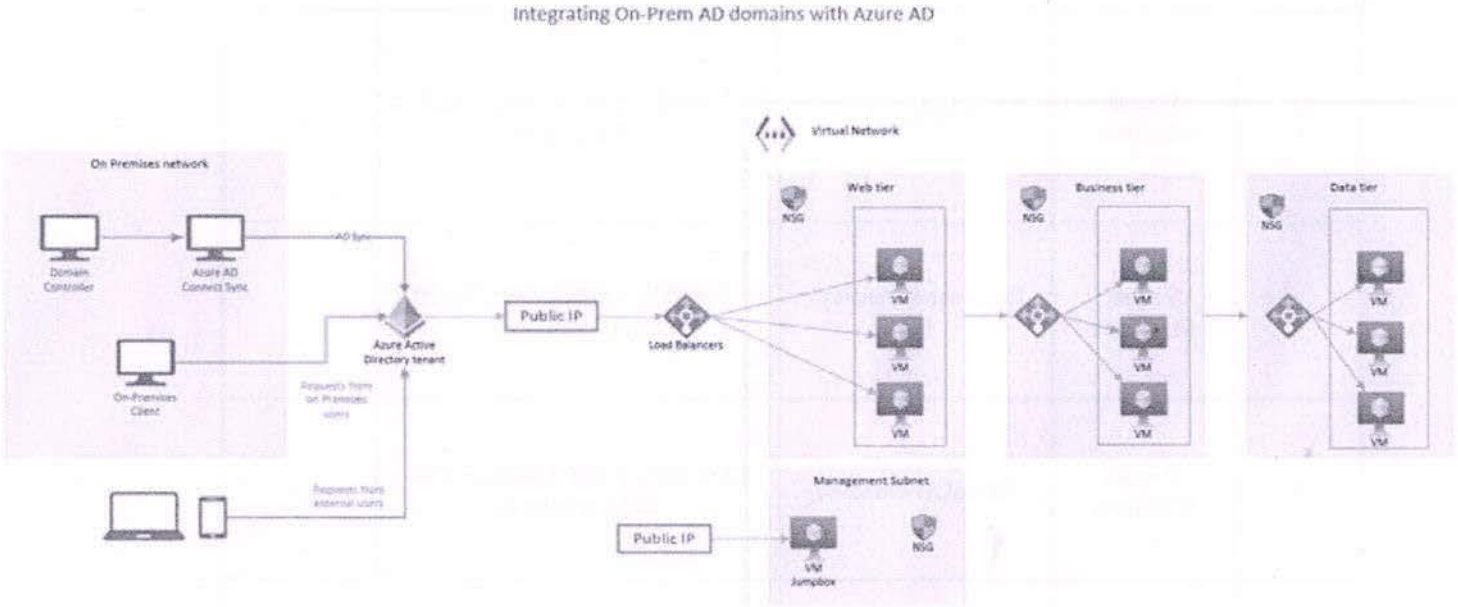
		• Prepare and maintain quality documentation including Standard Operating Procedures, User Manuals, Run books for infrastructure related to most critical apps, etc. • Perform Service Request Management and automate the same leveraging ITSM integration with current automation tool. • Perform Incident Management. • Perform Change Management. • Perform Problem Management. • Storage Monitoring, Optimization and Integrating storage management solution within Cloud environment. • Backup Monitoring, Management, Reporting, includes providing an integration interface for backup management solution. • Data Replication and DR management across Applicable Sites. • Plan, Execute, Report Business Continuity Exercise (DR Exercises as per JNCASR Schedule) (opt • Access Management and Reporting for Cloud, using existing log monitoring solution. • Capacity Reporting, Review and recommendations, using automated custom dashboards leveraging Cloud native solutions • Optimize capacity by ensuring, unused and defunct VMs to be reclaimed and deleted to release capacity and appropriate redistribution of load where necessary • Patch Management o Upgrades Planning .and execution, including following a Maker –

		Checker model for all Major Upgrades and Design considerations • Working with VMware, Microsoft and other OEM/Support teams for Network integration for the Cloud Migration high availability. • Scripting and Automating tasks and processes in current replication Automation tool, including creating new custom IaaS (single machine, and multi-machine blueprints) and PaaS blueprints • Reporting on breaches to users, as necessary, and to upper management • Work with JNCASR for carrying VAPT, Security and Architecture review for all Cloud infrastructure, closing Vulnerability Assessment & Penetration Testing (VA & PT) observations within the prescribed timeline, SCD compliance and cloud security best practices. • Staying up-to-date on IT security trends and information and act on the same • Recommending and implementing security enhancements to management • Facing various audits and ensure closure of Audit observations • Responsible for all cloud operations and primarily interface with the customer for cloud operations planning • Monitor Cloud Services platforms for availability and uptime

Expected Migration Architect



Expected Connectivity Diagram



Annexure 3 : BOQ

Sl. No	Service type	Server Name	VM Specifications on Azure	Qty
1	Virtual Machines	Accounts-file	(1 vCPU, 2 GB RAM) 64 GB SSD - Windows	1
2	Virtual Machines	Admin-File	(1 vCPU, 1 GB RAM) 256 GB SSD - Linux	1
3	Virtual Machines	Booking web	(2 vCPUs, 4 GB RAM) 512 GB SSD - Linux	1
4	Virtual Machines	Debian10-ticketing tool	(2 vCPUs, 4 GB RAM) 64 GB SSD - Linux	1
5	Virtual Machines	Library-web	(4 vCPUs, 16 GB RAM) 512 GB SSD -Linux	1
6	Virtual Machines	libraryU20.04-web	(2 vCPUs, 8 GB RAM) 128 GB SSD - Linux	1
7	Virtual Machines	NSM-web	(2 vCPUs, 4 GB RAM) 32 GB SSD, Linux	1
8	Virtual Machines	Purchase-inventory-file	(2 vCPUs, 4 GB RAM) 256GB SSD, Windows	1
9	Virtual Machines	SthiraDB-database	(2 vCPUs, 8 GB RAM) 256GB SSD, windows	1
10	Virtual Machines	SthiraUI-web	(2 vCPUs, 8 GB RAM) 128GB SSD, Windows	1

11	Virtual Machines	DHCP	(1 vCPU, 1 GB RAM) 64GB SSD, Linux	1
12	Virtual Machines	DNS	(1 vCPU, 1 GB RAM) 32GB SSD, Linux	1
13	Azure Active Directory		Standard tier, User forest - 730 Hours.	1
14	Virtual Machines	JNC-web	(4 vCPUs, 16 GB RAM) 32 GB SSD, Linux	1
15	Virtual Machines	GCM-web	(2 vCPUs, 4 GB RAM) 32GB SSD, Linux	1
16	Virtual Machines	AD-Exchange-Hybrid	(8 vCPUs, 32 GB RAM) 128 GB SSD, Windows	1
17	WAF	Web Application Firewall	Web Application Firewall V2 tier, 730 Fixed gateway Hours, 100 GB Data transfer	1
18	Data	Bandwidth (Data Download)	Data Download from Cloud to On-prem	2500 GB
19	VPN	VPN Gateway	S2S Tunnels - 128 P2S tunnels	1
20	Security	Azure Log Analyzer	Log and traffic flow log capture and display alerts	1
21	Security	Microsoft Defender	EDR Solution on Cloud	1
22	Backup	Backup	• An Initial Full Backup • Daily Incremental with 7 days retention • Weekly full with 30 days retention	2250GB

ANNEXURE – A

Bidder Information Form

(a) [The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done on the letter head of the firm]

Date : *[insert date (as day, month and year) of Bid Submission]*

Tender No .:*[insert number from Invitation for bids]*

Z`

01.	Bidder's Legal Name *[insert Bidder's legal name]*
02.	In case of JV, legal name of each party: *[insert legal name of each party in JV]*
03.	Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]*
04.	Bidder's Year of Registration: *[insert Bidder's year of registration]*
05.	Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]*
06.	Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
07.	Attached are copies of original documents of: Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder _____

Name _____

Business Address _____

ANNEXURE - B

BID SECURITY FORM

Whereas _____
(hereinafter called the tenderer) has submitted their offer dated _____ the supply of _____(hereinafter called the tender)

Against the Purchaser's Tender No. _____
KNOW ALL MEN by these presents that WE _____
of _____having our registered office at _____are bound unto _____ (hereinafter called the "Purchaser") In the sum of _____

For which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____day of _____20_____.

THE CONDITIONS OF THIS OBLIGATION ARE:

(1)	If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.
(2)	If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity
(3)	If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
(4)	Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

_____
(Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

Note: Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

ANNEXURE – C

PART – II
(Refer Clause 1.25 of Tender Document)

Sl. No.	TENDER REQUIREMENT	COMPLIANCE	Document Submitted
1	Bid is Signed	Yes / No	Yes / NA
2	Bid Validity (90 days)	Yes / No Bid valid up to _____	Yes / NA
3	Agree to submit Performance Security 3% of PO Value as per Clause 2.12.1	Yes / No	Yes / NA
4	Bidder Information Form enclosed as per Annexure – A	Yes / No	Yes / NA
5	Bid Security Declaration as per Annexure – G	Yes / No	Yes NA

The Bidder should submit other documents such as fulfillment of financial qualification criteria, Schedule of Requirement and various forms as specified.

ANNEXURE - D

PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

.....

WHEREAS ..... (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. ..... dated .....to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ....., 20.....

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

ANNEXURE – E

INDEMNITY BOND

No. ---------- Date:----------

1) Amalgamation/Acquisition

In the event of M/s. ----------proposes for amalgamation, acquisition or sale of its business to any other firm during this contract period, M/s.---------- and proposed Buyer/Successor of the Principal Company are liable to execute, fulfill contractual obligations without any deviations. For this purpose M/s. ----------/M/s.---------- and proposed Buyer/Successor of the Principal Company shall indemnify itself to the President, Jawaharlal Nehru Centre for Advanced Scientific Research, Bengaluru to fulfill the contractual obligations as per the terms of the JNCASR Global Tender and quotation of M/s. ----------No. ---------- dated----------and Jawaharlal Nehru Centre for Advanced Scientific Research P.O. No.----------dated ----------. The contractual obligations are supply, installation, commissioning, warranty maintenance/replacement of spares, accessories etc. as per the above mentioned Purchase Order.

2) ***Joint Venture, Consortium or Association***

If the Supplier is a joint venture, consortium, or association, all the parties shall be jointly and severally liable to the JNCASR for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the JNCASR.

3) *Patent Indemnity*

The Supplier shall, subject to JNCASR's compliance and indemnify and hold JNCASR and its employees and officers harmless from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which JNCASR may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Goods by the Supplier or the use of the Goods in India; and (b) the sale in any country of the products produced by the Goods.

For M/s. ----------
Principal Supplier.

For M/s. ----------
Indian Agent.

ANNEXURE - F

Price Bid Format

Sl. No	Service type	Server Name	VM Specifications on Azure	Qty	INR/Monthly
1	Virtual Machines	Accounts-file	(1 vCPU, 2 GB RAM) 64 GB SSD - Windows	1	
2	Virtual Machines	Admin-File	(1 vCPU, 1 GB RAM) 256 GB SSD - Linux	1	
3	Virtual Machines	Booking web	(2 vCPUs, 4 GB RAM) 512 GB SSD - Linux	1	
4	Virtual Machines	Debian10-ticketing tool	(2 vCPUs, 4 GB RAM) 64 GB SSD - Linux	1	
5	Virtual Machines	Library-web	(4 vCPUs, 16 GB RAM) 512 GB SSD -Linux	1	
6	Virtual Machines	libraryU20.04-web	(2 vCPUs, 8 GB RAM) 128 GB SSD - Linux	1	
7	Virtual Machines	NSM-web	(2 vCPUs, 4 GB RAM) 32 GB SSD, Linux	1	
8	Virtual Machines	Purchase-inventory-file	(2 vCPUs, 4 GB RAM) 256GB SSD, Windows	1	

9	Virtual Machines	SthiraDB-database	(2 vCPUs, 8 GB RAM) 256GB SSD, windows	1	
10	Virtual Machines	SthiraUI-web	(2 vCPUs, 8 GB RAM) 128GB SSD, Windows	1	
11	Virtual Machines	DHCP	(1 vCPU, 1 GB RAM) 64GB SSD, Linux	1	
12	Virtual Machines	DNS	(1 vCPU, 1 GB RAM) 32GB SSD, Linux	1	
13	Azure Active Directory		Standard tier, User forest - 730 Hours.	1	
14	Virtual Machines	JNC-web	(4 vCPUs, 16 GB RAM) 32 GB SSD, Linux	1	
15	Virtual Machines	GCM-web	(2 vCPUs, 4 GB RAM) 32GB SSD, Linux	1	
16	Virtual Machines	AD-Exchange-Hybrid	(8 vCPUs, 32 GB RAM) 128 GB SSD, Windows	1	
17	WAF	Web Application Firewall	Web Application Firewall V2 tier, 730 Fixed gateway Hours, 100 GB Data transfer	1	
18	Data	Bandwidth (Data Download)	Data Download from Cloud to On-prem	2500 GB	
19	VPN	VPN Gateway	S2S Tunnels - 128 P2S tunnels	1	
20	Security	Azure Log Analyzer	Log and traffic flow log capture and display alerts	1	
21	Security	Microsoft Defender	EDR Solution on Cloud	1	

22	Backup	Backup	• An Initial Full Backup • Daily Incremental with 7 days retention • Weekly full with 30 days retention	2250GB	
Total Azure Infrastructure Cost / Quarter					

Consolidated

Sl. No.	Item	Cost in INR per year
1	**Infrastructure Cost of AZURE Cloud**	
2	**Implementation (One-Time)**	
3	**Cloud Managed Services & Support** • 24 * 7 Remote Support from Bidder premises • Initial Implementation and configuration	
	Add: GST	
	GRAND TOTAL	

Payment Terms and Service Level Agreements

A. Service Level Agreements (SLAs)

1. **Service level norms and Service level agreement**
   a. JNCASR (hereinafter to be referred as 'Purchase Authority') will enter into service level agreements related to implementation with the CSP / Bidder as per below table
   b. The migration duration is 45 days to complete the entire project
   c. All OS level license like, Server OS, SQL DB, etc.. will be provided by JNCASR.
   d. In case the mandated service levels are not achieved, JNCASR shall invoke the performance-related penalties. Payments to the CSP / Bidder have been linked to compliance with the SLA metrics. To illustrate the calculation of penalties, an indicative example is provided below:
      i. The payment should be linked to compliance with the SLA metrics.
      ii. The penalty in the percentage of the monthly payment has been as indicated against each SLA parameter in the table.
      For ex: For SLA1 if the penalty to be levied is 7% then 7% of the Monthly Payment is deducted from the total of the Monthly bill and the balance is paid to the CSP / Bidder. If the penalties are to be levied in more than one SLA, then the total applicable penalties are calculated and deducted from the total of the Monthly bill and the balance paid to the CSP / Bidder.
      For ex: SLA1 =7% of the Quarterly Payment, SLA12=10% of the Monthly Payment, SLA19=2% of the monthly Payment then, Amount to be paid = Total monthly bill – {(19% of the monthly Payment)}

Provide a robust, fault-tolerant infrastructure with enterprise-grade SLAs with an assured uptime of 99.5%, SLA measured at the VM Level & SLA measured at the Storage Levels.

2. **Document and adhere to the SLAs to include:**
   a. Service Availability (Measured as Total Uptime Hours / Total Hours within the Month) displayed as a percentage of availability up to one-tenth of a percent (ex 99.5%)
   b. Within a month of a major outage occurrence resulting in greater than 1-hour of unscheduled downtime. Describe the outage including a description of the root cause and fix
   c. Service provisioning and de-provisioning times (scale up and down) in near real-time should be as per the SLA requirement of the Government Department. The provisioning / deprovisioning SLAs may differ for the different cloud deployment models.

3. **Helpdesk Support:**
   a. The CSP / Bidder is required to create and maintain a Help Desk / telephonic number and email-based ticketing system that will resolve problems and answer queries related to DC/ DR site.
   b. The help desk support to users shall be provided on a 24x7x365 basis over telephone, chat, and ticketing systems.

Fault Management Response Times			
Severity Level	**Time to Log**	**Time to Resolve**	**Time to Update Customer**
Severity 1: Major Fault	10 Minutes	Within 4 hours	Every 1 Hour (by Phone & Mail)
Severity 2: Minor Fault	10 Minutes	Within 8 hours	Every 4 Hours (by Phone & Mail)
Severity 3: Change Request	10 Minutes	1 Business Day	Upon Request
Severity 4: Information Request	10 Minutes	5-6 Business Days	Upon Request

4. **Payment & Commercials Terms:**

Payment for all software licenses will be made in post assignment of licenses and acceptance from the Purchase authority within 30 days of the bidder raising an invoice for the same. In the case of cloud services provisioned by Purchase Authority, the billing for cloud services will be based on actual consumption of services (Pay-As-You-Go model).

ANNEXURE - G

FORMAT FOR BID SECURITY DECLARATION (on your letter head)

Date: [insert date (as day, month and year)]
Bid No: [.....]

We, the undersigned, declare that: we understand that, according to your tender conditions, bids must be supported by a Bid-Security Declaration. We accept that we will automatically be suspended from being eligible for bidding in any future tenders of JNCASR for the period of time of 3 years starting from December 2020. If we are in breach of our obligation(s) under the bid conditions, because we: (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or (b) having been notified of the acceptance of our Bid by JNCASR during the period of bid validity, (c) modify or change technical specifications of our bid (d) fail or refuse to execute the Contract, if required, or (d) fail or refuse to furnish the Performance Security, in accordance with tender condition.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days tiller the expiration of our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-Securing Declaration] duly auithorized to sign the bid for and on behalf of:

[insert complete name of Bidder] dated on ..... Day of .....year.....
[insert date of signing] Corporate Seal (where appropriate)

[Note: In case of Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid].