Digital India Corporation

(Under Ministry of Electronics & Information Technology (MeitY)
Government of India (GoI)

Request for Proposal
For
Selection of Agency for Technical Administration
of
DIKSHA Platform

TENDER

Electronic Niketan Annexe
6 CGO Complex, Lodhi Road
NEW DELHI – 110003

DISCLAIMER

The information contained in this Request for Proposal (RFP) document is being provided to interested bidders on the terms and conditions set out in this Tender. The purpose of this Tender Document (hereinafter called RFP: Request for Proposal) is to provide interested parties with information that may be useful to them in making their pre-qualification, Technical and financial offers pursuant to this RFP.

This RFP includes statements, which reflect various assumptions and assessments arrived at by the DIC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the DIC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in the RFP may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which may depend upon the interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The DIC accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein. The DIC, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution for unjust enrichment or otherwise for any loss, damages, costs or expenses which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP Document or arising in any way for participation in this Bid Process. The DIC also accepts 'no liability' of any nature, whether resulting from negligence or otherwise whatsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFP.

The DIC may, at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the DIC is bound to select or appoint a Bidder for the Project and the DIC reserves the right to reject all or any of the Bidder or Bids without assigning any reason whatsoever.

The Bidders shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the DIC, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the DIC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Table of Contents

Figures & Tables

1. Abbreviations & Definitions

1.1. Abbreviations

For the purpose of this RFP, the following table gives the terminologies used and the reference to/ definition of these terminologies.

#	Terminology	Reference to/Definition
1.	ATS	Annual Technical Support
2.	BOM	Bill of Material
3.	BOQ	Bill of Quantity
4.	Cr.	Crores
5.	CTP	Current Technical Partner
6.	DC	Data Centre
7.	DIKSHA	Digital Infrastructure for Knowledge Sharing
8.	DSC	Digital Signature Certificates
9.	EMD	Earnest Money Deposit
10.	FAT	Final Acceptance Test
11.	GoI	Government of India
12.	GST	Goods and Service Tax
13.	HoD	Head of Department
14.	HQ	Head Quarters
15.	ISO	International Organization for Standardization
16.	KT	Knowledge Transfer
17.	MeitY	Ministry of Electronics and Information Technology
18.	MoE	Ministry of Education
19.	NCERT	National Council for Education Research and Training
20.	NEP	National Education Policy
21.	NIC	National Informatics Centre
22.	DIC	Digital India Corporation
23.	NOC	Network Operations Centre
24.	O&M	Operations and Maintenance

25.	**OPEX**	Operational Expenditure
26.	**PBG**	Performance Bank Guarantee
27.	**QOS**	Quality of Services
28.	**RFP**	Request for Proposal
29.	**SOW**	Scope of Work
30.	**SLA**	Service Level Agreement
31.	**TAC**	Technical Assistance Centre
32.	**TCV**	Total Contract Value
33.	**TPA**	Third Party Agency

Table 1: Abbreviations

1.2. Definitions

The definitions of various terms that have been used as part of this RFP are as follows:

- **"Authorized Representative / Competent Authority"** shall mean any person authorized by either of the parties i.e., Bidder and Purchaser.
- **"e-Governance"** ICT (Information and Communication Technology) based projects in government sector
- **"Stakeholders"** means Purchaser or its nominated agencies, citizens, employees etc.
- **"Purchaser"** shall mean the department/organizations for which the order is being placed.
- **"Bidder"** means the firm or a consortium (maximum 3 Consortium member including lead consortium)offering the solution(s), services and/or materials in the RFP. Bidder can be sole Bidder or Consortium.The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after intimation of Successful Bidder shall mean the Successful Bidder, also called "Agency" or "Vendor" or "selected bidder", on whom purchaser places Work Order for Delivery of services.
  PS: For the purpose of Turnover / Annual turnover/ Qualified Manpowercriteriaw.r.t. to a consortium the following may be noted: -
  i. Parameter under considerationfor all consortium members taken together will be considered.
  ii. Relevant documents in prescribed format from all members must be submitted.
- **"RFP"** shall mean Request for Proposal, Tender Document or Bidding Document including the written clarifications issued by DIC in respect of the RFP.
- **"Proposal / Bid"** means the Pre-Qualification, Technical and Commercial bids submitted for this project against this RFP.
- **"Purchaser Data"** means all proprietary data of the NCERT/ DIKSHA, or its nominated agencies generated out of operations and transactions, documents all taxpayer's data and related information including but not restricted to user data which the selected bidder obtains, possesses, or processes in the context of providing the Services to the users pursuant to this Agreement

- **"Contract"** shall mean the Work Order placed by purchaser on successful Bidder and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- **"Financial Year (FY)"** period from 1st of April till 31st of March of subsequent year.
- **"Site"** shall mean the location(s) for which the work has been allotted and where the services are to be delivered.
- **"Specifications"** shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Bidding Documents.
- **"Agreement"** means Master Services Agreement along with Service Level Agreement and Non-Disclosure Agreement.
- **"Parties"** means Purchaser and selected bidder for the purposes of this Agreement and "Party" shall be interpreted accordingly.
- **"IT Services"** include Software (Mobile and Web) development, Testing, DevOps, NOC & SOC Operations, Infra , Application Monitoring and Helpdesk/ Support Services
- **"Services"** means the services delivered to the Stakeholders of Purchaser or its nominated agencies, employees of Purchaser or its nominated agencies, and to professionals, using the tangible and intangible assets created, procured, installed, managed, and operated by the selected bidder including the tools of information and communications technology.
- **"Default Notice"** shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
- **"Law"** shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order, or instruction having the force of law enacted or issued by the Central Government and/ or the State Government or regulatory authority or political subdivision of government agency.
- **"LoI"** means Letter of Intent, which shall constitute the intention of the purchaser to place the Purchase/Work Order with the successful bidder.
- **"Termination Notice"** means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
- **"Adverse Effect"** means material adverse effect on
  a. the ability of the selected bidder to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or
  b. the legal validity, binding nature, or enforceability of this Agreement.
- **"Control"** means, in relation to any business entity, the power of a person to secure
  a. by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or
  b. by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership

- **"Material Breach"** means a breach by the selected bidder of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure.
- **Selected/Successful Bidder** means who is winning the bid post passing all evaluations criteria mentioned in the below RFP.

2. Invitation to Bid

Date: <mark>18.08.2022</mark>

Digital India Corporation invites responses ("Proposals"/ "Bids") to this Request for Proposal ("RFP") from eligible Bidders for "Selection of agency for Technical Administration of DIKSHA Platform.

Interested bidders are advised to study this RFP carefully before submitting their proposals in response to the RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

Interested bidders may download the RFP from the website e-procurement portal at **http://etenders.gov.in** Any subsequent corrigendum/clarifications shall also be made available on URL. Proposals must be received not later than time and date mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

A firm shall be selected under procedures described in this RFP.
To obtain first-hand information on the assignment, Bidders are encouraged to attend a pre-bid meeting. Attending the pre-bid meeting is optional.

The Chief Technical Officer
Digital India Corporation (DIC)
6, CGO Complex, Electronics Niketan
New Delhi 110003

3. Fact Sheet

S. No.	Key Information	Details
1	Assignment Title	Selection of Agency for Technical Administration Of DIKSHA Platform
2	Purchaser	DIC, MeitY
3	Location	New Delhi
4	Term	The Term of agency will be for 5 years initially and may be extended for another 2 years based on the performance/requirement.
5	Date of Publish	18.08.2022
6	Last Date of Submission of Pre-bid Queries	26.08.2022 at 6:00 PM
7	Final submission	09.09.2022 6:00PM
8	Opening of Technical Bids	12.09.2022 4:00PM
9	Technical Presentation	15.09.2022 11:00AM
10	Opening of Financial Bids	To be informed later
11	Address for Communication	Digital India Corporation (DIC) Electronics Niketan, CGO Complex, Lodhi Road, New Delhi 110003 Phone: 011 – 24301756 e-mail – sohan.nautiyal@digitalindia.gov.in

4. Project Background

Digital India Corporation is a not-for-profit Company set up by **Ministry of Electronics and Information Technology (MeitY), Govt. of India**, under Section 8 of Companies Act 2013. Earlier the company was known as 'Media Lab Asia'. It has been renamed as 'Digital India Corporation' w.e.f. Sep 8, 2017.

Digital India Corporation (DIC) leads and guides in realizing the vision, objectives, and goals of the Digital India program. It provides the strategic support to Ministries/Departments of Centre/States for carrying forward the mission of Digital India by way of Capacity Building for e-Governance projects, promoting best practices, encouraging Public-Private Partnerships (PPP), nurturing innovation and technology in various domains. To ensure autonomy and viability of the organisation in the long run, DIC, will also collaborate and mobilise partnerships with the industry, to evolve revenue-based models for service delivery.

To undertake these functions, Digital India Corporation will attract talent and resources both from government and market. The judicious mix of talent will ensure that Government is equipped with a broad spectrum of resources for successful design of Digital India related projects

The division has created a niche for itself in taking the technologies from lab to land and "IT for Masses". The division has strength and 16+ years of experience in understanding the needs of the field, conceptualization, project formation, development & deployment of technologies / products & services The division has demonstrated decent capabilities in identifying the potential of certain technologies reasonably early. The technologies, developed by the division, have received a lot of recognition as evident from numerous National & International awards it has received.

4.1. Background of DIKSHA

DIKSHA (Digital Infrastructure for Knowledge Sharing) is a national platform for school education, an initiative of National Council for Education Research and Training (NCERT), under the aegis of the Ministry of Education (MoE), GoI. Launched in 2017 by Hon'ble Vice President of India – Shri M. Venkaiah Naidu, DIKSHA has been adopted by almost all the States/UTs, central autonomous bodies/boards including CBSE. DIKSHA can be accessed by learners and teachers across the country and currently supports 30 plus Indian languages.

Most states/UTs are leveraging the DIKSHA platform in their own way, as they have the freedom and choice to use the varied capabilities and solutions of the platform to design and run programs for teachers, learners, and administrators. DIKSHA policies and tools make it possible for the education ecosystem (educationist, experts, organisations, institutions - government, autonomous institutions, non-govt and private organisations) to participate, contribute and leverage a common platform to achieve learning goals at scale for the country. Under the PM eVidya initiative of the GoI, which was declared as part of the AtmaNirbhar Abhiyan, DIKSHA has been declared as 'One Nation, One Digital Platform'.

The possibilities of DIKSHA are multifold due to which it has not only witnessed unparalleled adoption in a short span of 4 years but has also played a key role in the digital transformation of India's school education ecosystem.
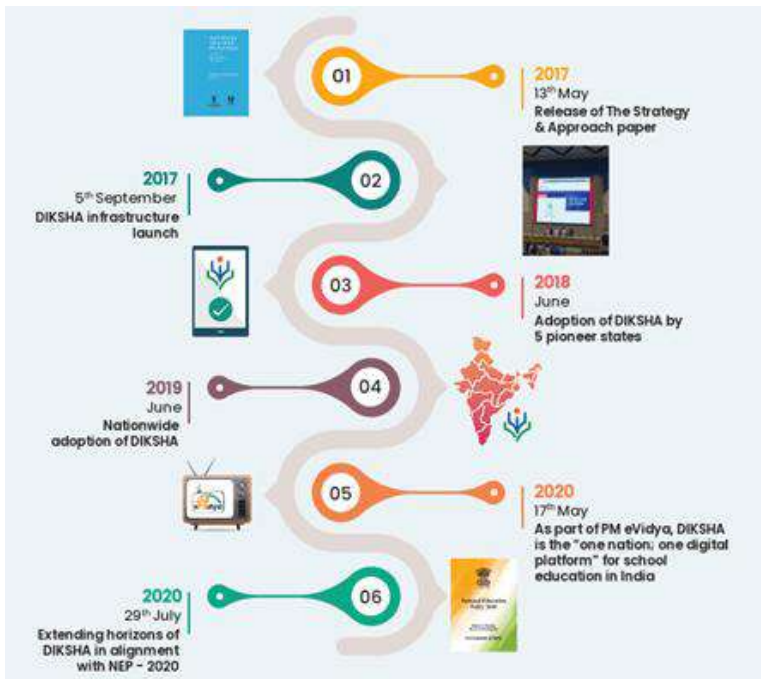
Figure 1: Journey of DIKSHA

DIKSHA is built using Sunbird ED, a fully functional solution building block that is open sourced under MIT license and is part of Sunbird, a "Made in India, Made for the World" digital public good (DPG). Entire Sunbird-ED assets (source code, documentations, scripts, etc.) are available on GitHub under MIT license and are actively maintained by the Sunbird open-source community. Sunbird and Sunbird-ED are globally recognized by the international Digital Public Goods Alliance and are listed in their directory as global DPG. DIKSHA platform embodies, is designed, and implemented based on the following ten principles.

Figure 2: Principles of DIKSHA

DIKSHA follows privacy by design, data protection principles and has a consent-based architecture. The following page details out the privacy policy of DIKSHA and covers details on data protection and management on DIKSHA, including how personal data of users of DIKSHA is managed, used, and processed- https://diksha.gov.in/term-of-use.html

4.2. Key Characteristics of DIKSHA

1. Autonomy and Choice within a national framework: Every state/UT and institutions such as NCERT and CBSE can choose to implement any use-case or program, choosing from the solutions available on DIKSHA. There are some programs which are implemented across the country because states/UTs have made this choice - energised textbook is one such example.

Figure 3: Key Characteristics of DIKSHA

2. Online Offline and varied types of devices: DIKSHA works in both offline and online modes, where continuous connectivity is not necessary to use DIKSHA. It can be accessed by learners and teachers through multiple devices using either web portal or mobile application.
3. Diversity of content: DIKSHA's technology architecture provides for a variety of content types suitable for teachers and students and their diverse teaching and learning needs. Examples of supported content types include videos that help teachers explain and learners learn, videos that clarify concepts, practice content for learners (e.g., quizzes/questions), assessment content etc. A variety of types and formats of interactive content supported by DIKSHA including HTML, ECML, videos, H5P, PDFs, MP4 and other formats.

"Approx. 2 Lakh Plus content pieces have been made live on DIKSHA platform"

4. Data provides the ability to see and empower: DIKSHA is built ground-up to record data of usage that is extensive, structured, and actionable. User actions on the DIKSHA mobile app and the DIKSHA web portal emit comprehensive and anonymised data. The platform follows privacy by design, data protection principles and has a consent-based architecture that protects the rights of individuals using the platform. Usage data gives multiple stakeholders the 'ability to see' across the entire lifecycle of learning.

5. Local Language Content and an Open Licensing framework: The content in local language is developed or curated by teachers and school leaders of the respective states/UTs, through appropriate authorities and accountability structures. The platform follows the Creative Commons open license framework to support the creation and distribution of open educational resources and to enable wider reach and re-use of good e-content.

"Content is accessed by teachers and students on DIKSHA platform in 30 plus Indian languages"

6. Frameworks: Framework capability on platform allows every tenant on the platform to create one or more of their own curriculum frameworks linked to classroom learning or teacher professional development.

4.3. Key Solutions on DIKSHA

DIKSHA is a flexible and evolving platform that continues to expand, based on the aggregated needs of the various states/UTs and overall ecosystem. Some of the key solutions offered on DIKSHA includes:

Figure 4: Solutions on DIKSHA - Diverse, Flexible and Evolving

1. **Energized Textbooks -** Physical Textbooks to Phygital Textbooks: The Energized Textbook solution enables just-in-time access to digital content by scanning QR codes printed in the textbooks through QR codes printed in textbooks; be it curriculum textbooks used by students or Teacher Edition Textbooks (TET) for teachers. The solution includes a dashboard of digital content usage reports that can be used by states/UTs and educational boards to understand content needs and continuously improve digital content quality.

"Almost all States/UT's, education departments, CBSE and NCERT are using Energized Textbooks. 4,000 plus textbooks have been energized and made available on DIKSHA platform"

2. **Online Courses for teachers and students (with Digital Credentials) -** Skill building - anytime, anywhere: Online courses allow roll out of structured learning programs targeted to build or enhance specific knowledge and skills for learners. Online courses enable learners to learn the skill at a place of convenience and at their own pace without having to leave their preferred premises. An online course can contain learning material using a mix of videos, interactive content, practice questions and reading material as well as an assessment to evaluate learning. The solution allows for detailed monitoring of course enrolment, completion rates for states/UTs and education boards.

"NISHTHA, a national teacher training program, targeted for approx. 42 lakh teachers has been rolled out on DIKSHA by NCERT in a phased manner using online courses"

"4000 plus live courses, 11 Crore plus course enrolments, 9 Crore plus course completions made possible through DIKSHA platform"

3. **Question Bank Tool** - Practice, Sense and Improve: DIKSHA platform enables creation and curation of curriculum linked questions of various types, including multiple choice questions (MCQ), fill in the blanks (FTB), match the following (MTF) and subjective questions, along with correct answers and solutions. The questions are used for creating practice worksheets and tests for Energized Textbooks, assessments for Online Courses and for Quiz.

4. **Content Sourcing Tool -** Engage, Contribute and Curate with Ecosystem (VidyaDaan): The tool allows curriculum-linked content sourcing and curation for various solutions, be it Energized Textbooks, Online Courses or Quizzes. The digital content sourced can be of diverse variety including explanation videos, questions of various types, sample tests, learning outcomes, lesson plans, misconceptions, and other pedagogy material. It supports content of various types and formats including MP4, HTML, ECML, PDF, H5P and ePUB.VidyaDaan, launched in April 2020, is a national program of DIKSHA for states/UTs to seek and for educationists, subject experts, schools, government and non-government organisations, individuals to donate/contribute open license e-learning resources for school education, to ensure continuity of quality learning. States/UTs can have their own unique frameworks and taxonomy for inviting contributions for all grades and across different languages.

5. **Content Authoring Tool:** Apart from content sourcing tools, DIKSHA also has a content authoring tool which allows teachers or users, designated by centre or state departments, to create interactive digital content. The tool provides a curation process so that the concerned department can ensure that only good quality content is published in DIKSHA.

6. **Quiz -** Making Learning Fun: DIKSHA enables learning in a fun way using the Quiz solution. The quiz can be a national/ state level competition or just a fun activity for the learner. The user can be recognized for Quiz participation and/or winning the Quiz using digital credentials which are digitally verifiable.Several quizzes were conducted on DIKSHA, and some are shown below.
   ● Yoga Quiz
   ● Aryabhata Ganit Challenge (AGC)

- Indian Constitution
- Discover Gandhi Quiz

7. **Content Consumption Tools - Multi-device and multi-modal user access:** All Users - be it teachers, students, parents, or others, can find and play/access their curriculum linked digital content, published by centre, states/UTs or education boards, using any device - mobile, laptop or desktop in online or offline mode. DIKSHA enables multiple modes of access for users - as a guest user, or with a registered account on DIKSHA or using their state system login, if enabled by the state. Guest user mode enables easy access for a large set of first-time internet users. All users can define their preferences which are used by the platform to personalize their experience. For registered accounts, the solution allows creation of multiple users and easy access to digital credentials received by the user in DIKSHA. Creation of multiple users in the same account allows children to share devices for their learning needs

8. **Data Tools - Ability to See and Act:** DIKSHA platform provides actionable reports and access to aggregated usage data for states/UTs to use so that they can monitor progress of state programs and take necessary actions to drive the programs. This ability is enabled for all DIKSHA solutions be it Energized Textbooks, Online Courses, Quiz, and others.

9. **Chatbot Tools:** Leveraging an open source chatbot framework, 'TARA', an interactive Chatbot engages DIKSHA users in multiple ways - navigating users to their content, training, delivering news and announcements, and clarifying doubts about DIKSHA. TARA uses artificial intelligence and machine learning technologies to enable human-like chat interactions.

10. **Digital Credentials - Digitally shareable and verifiable by anyone & anytime:** The DIKSHA platform has enabled the capability to issue digital credentials to the user on completion of a course or a quiz. The user can share digital credentials with anyone and are digitally verifiable. This is being used extensively for teacher training across states, and for credentialing course completion of COVID warriors on iGOT.

In the context of COVID-19 related disruption of schooling, DIKSHA has made it possible for the States/UTs to enable learning/education at home through innovative state programs; hence leapfrogging the use of technology for the benefit of teachers and learners across India. The DIKSHA growth journey has been depicted as follows:
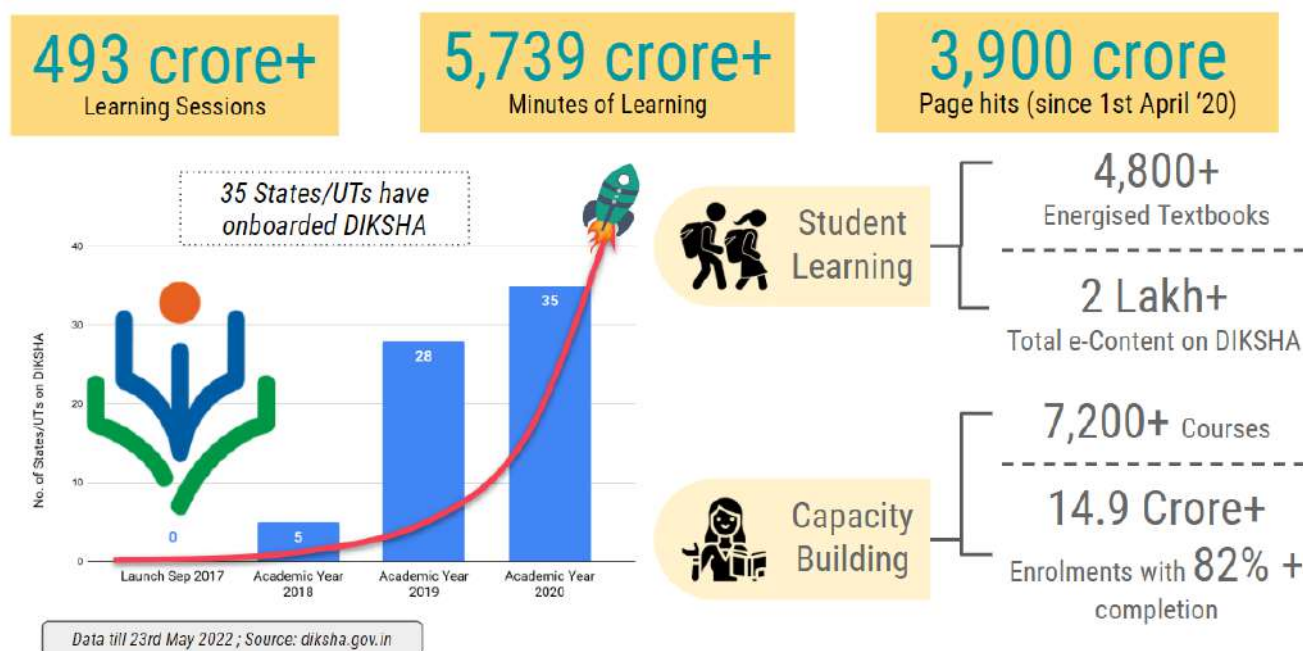
Figure 5: DIKSHA Overview

4.4. Governance Structure

This Clause describes the governance structure between Purchaser and the Selected bidder for an effective governance framework to enhance coordination and smooth implementation of the Project including resolution of disputes, by amicable means, between: Purchaser and selected bidder

Project Management Committee (PMC)

A Project Management Committee will be set up by DIC to support and assist to enhance coordination and smooth implementation of the Project. The Committee deals into all technical and operational issues of the Project. The Committee will monitor and review the progress of the Project. The mandate of PMC is to provide the strategic direction and vision to the project as per the changing technology requirements. PMC shall review and approve recommendations / change requests (if any), resolution of any project issues. PMC shall meet fortnightly during transition, monthly after transition, at a minimum, to discuss the following agenda items:

1. Project Progress
2. Delays, if any – Reasons thereof and ways to make-up for lost time
3. Issues and concerns
4. Performance and SLA compliance reports
5. Unresolved and escalated issues raised by the selected bidder
6. Project risk review and their proposed mitigation plan
7. Timelines and anticipated delay in deliverables if any
8. Any other issues by permission of the Chairman of PMC.

4.5. Key Stakeholders

The following are the ecosystem stakeholders for the successful implementation of DIKSHA across the nation:

1. **Ministry of Education (MoE):** The Ministry of Education is a ministry of the Government of India, responsible for the implementation of the National Policy on Education (NPE).
2. **National Council for Education Research and Training (NCERT):** The National Council of Educational Research and Training is an autonomous organization of the Government of India.
3. **Current Technical Partner:** EkStep Foundation is supporting NCERT & MoE for DIKSHA technical operations.

4.6. Current Architecture

4.6.1. Deployment View – Microservice
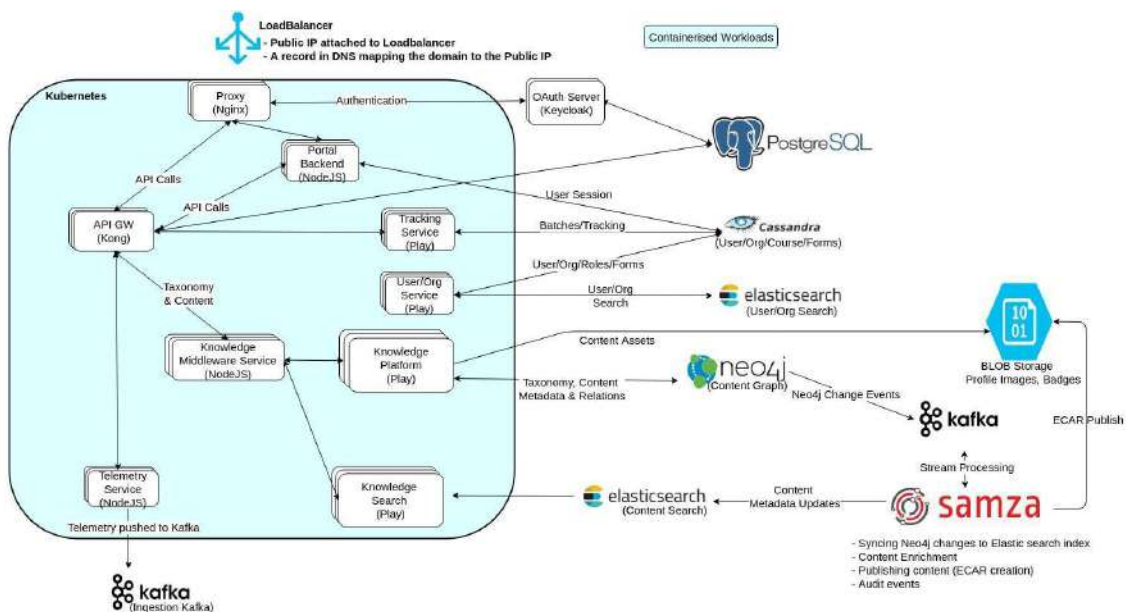
Figure 6: Deployment View – Microservices

4.6.2. Deployment View - Data Platform
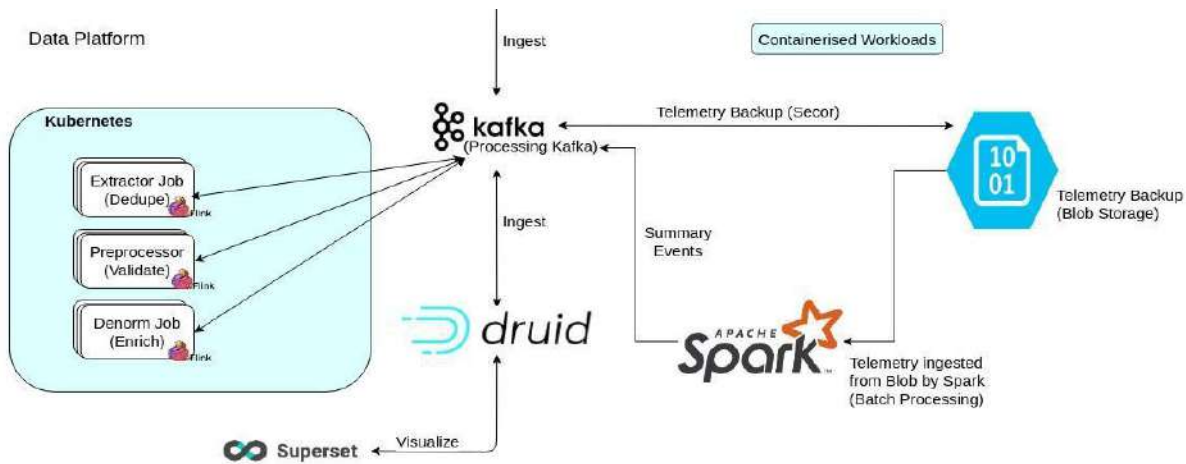
Figure 7: Deployment View - Data Platform

4.6.3. Tech Stack

Figure 8: Tech Stack

4.6.4. DIKSHA building blocks
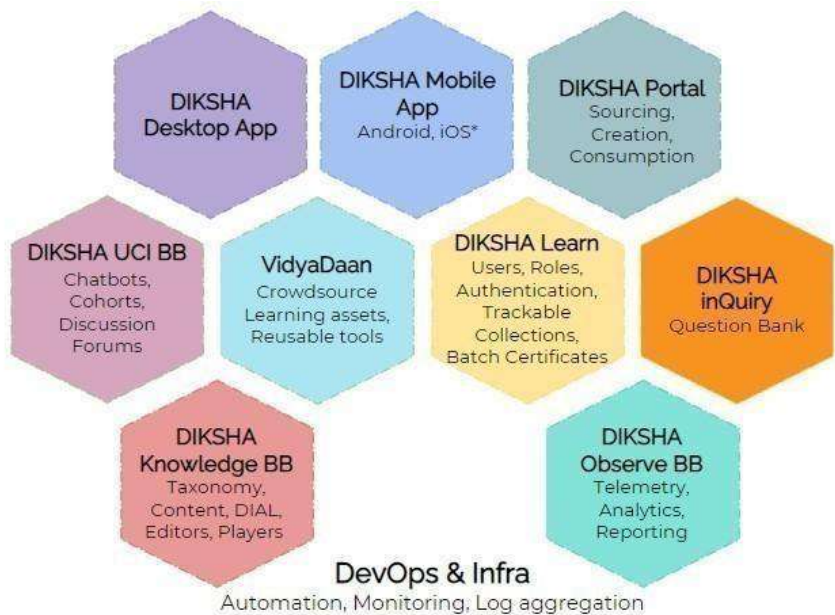
Figure 9: DIKSHA building blocks

4.6.5. DIKSHA Knowledge BB
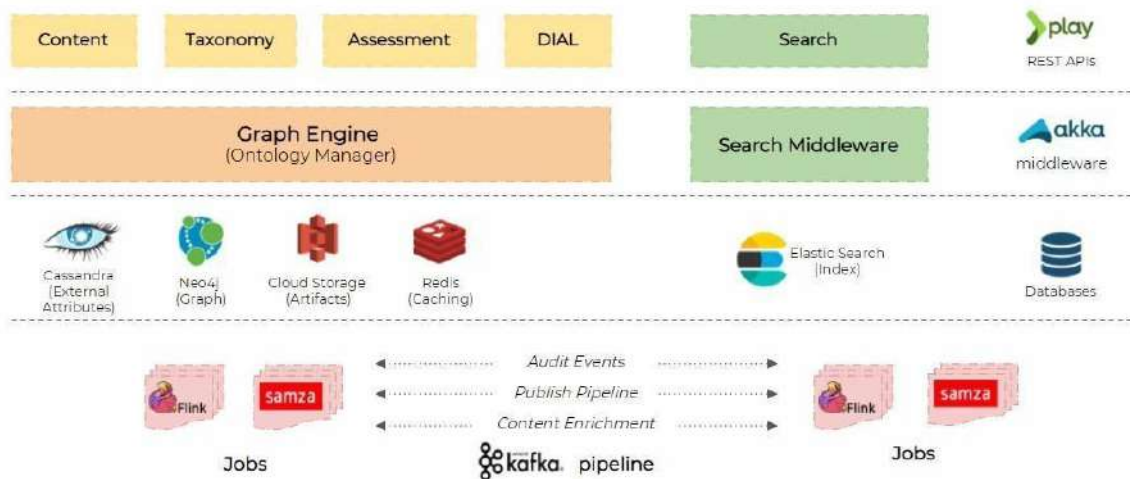
Figure 10: DIKSHA Knowledge BB

4.6.6. DIKSHA Observe BB

Figure 11: DIKSHA Observe BB

4.6.7. DIKSHA Learn BB
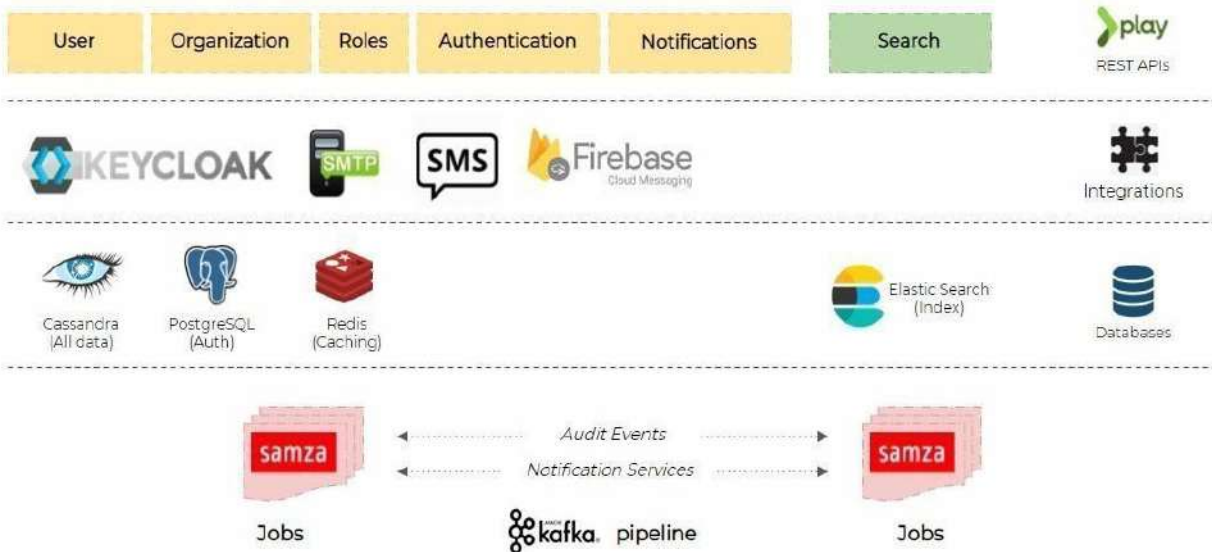
Figure 12: DIKSHA Learn BB 1/2
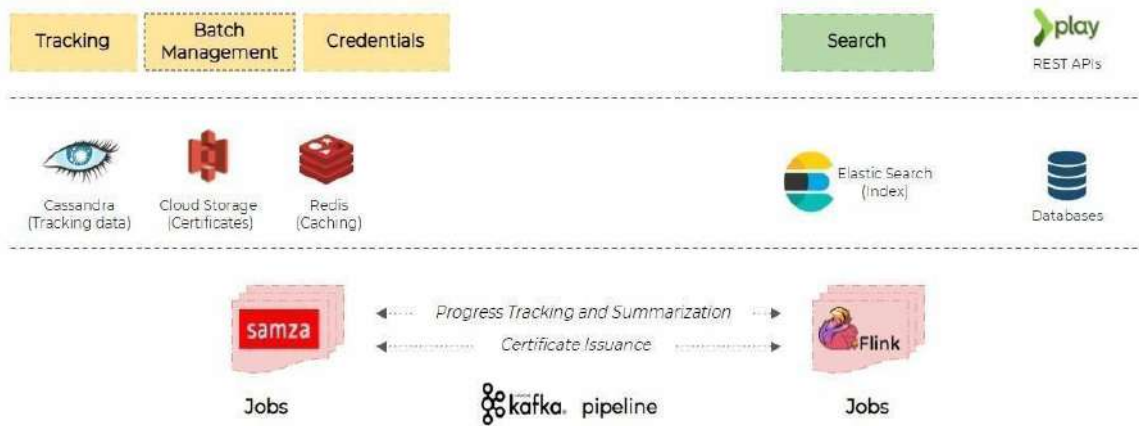
Figure 13: DIKSHA Learn BB 2/2

4.6.8. DIKSHA UCI BB
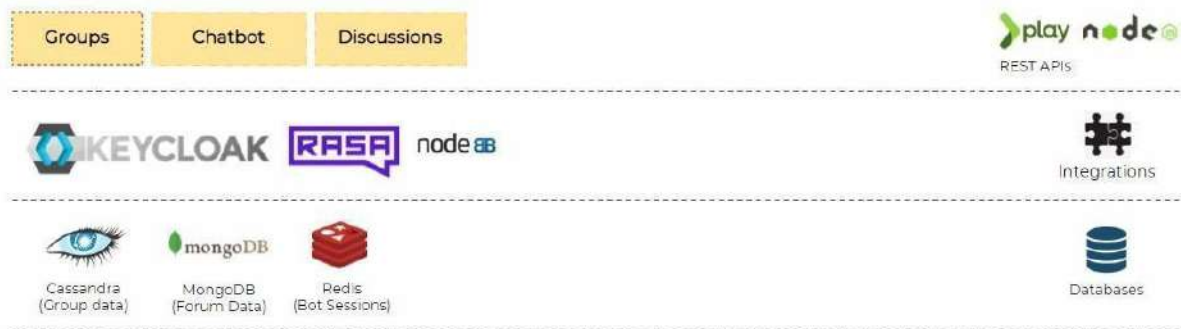
Figure 14: DIKSHA UCI BB

4.6.9. DIKSHA Client Apps
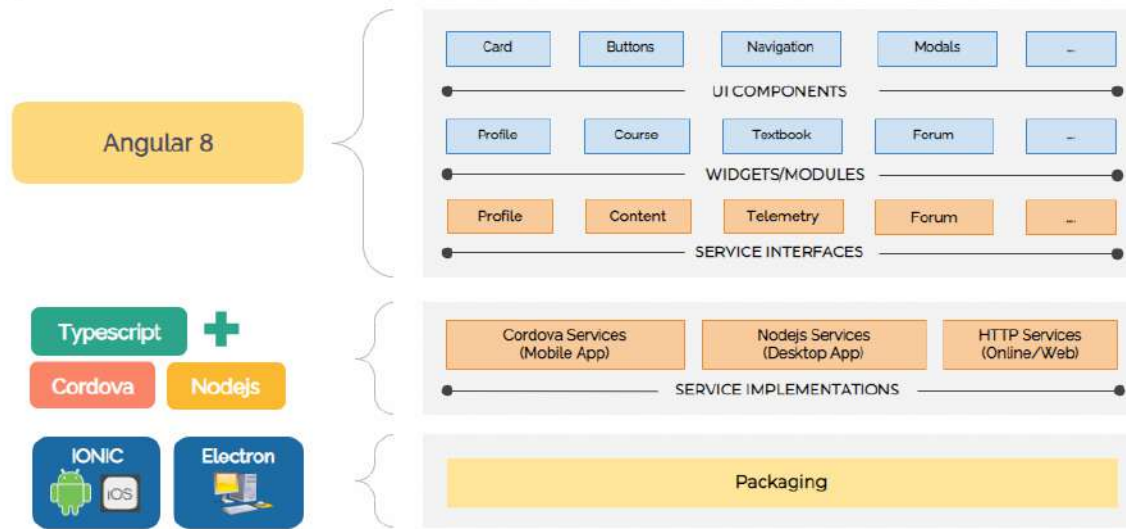
Figure 15: DIKSHA Client Apps

4.6.10. Tech Choices for scale
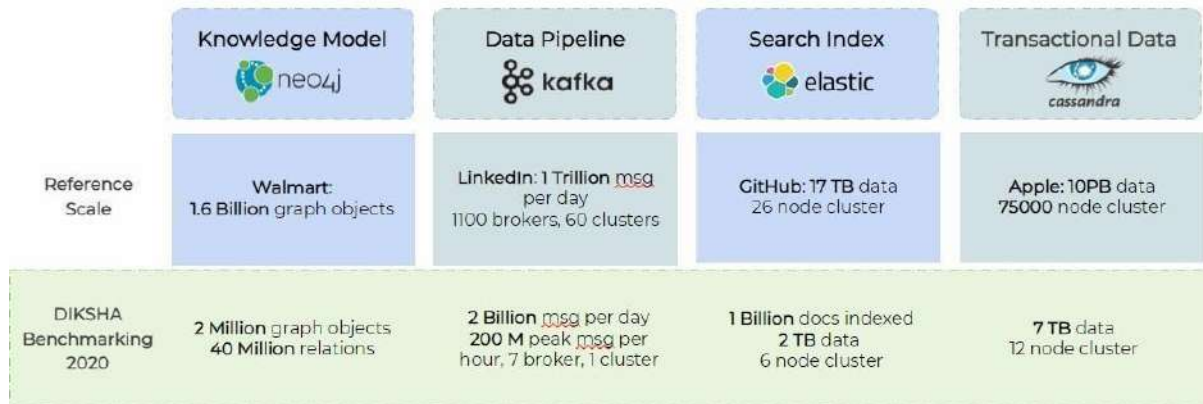
Figure 16: Tech Choices for scale

4.6.11. Request flow
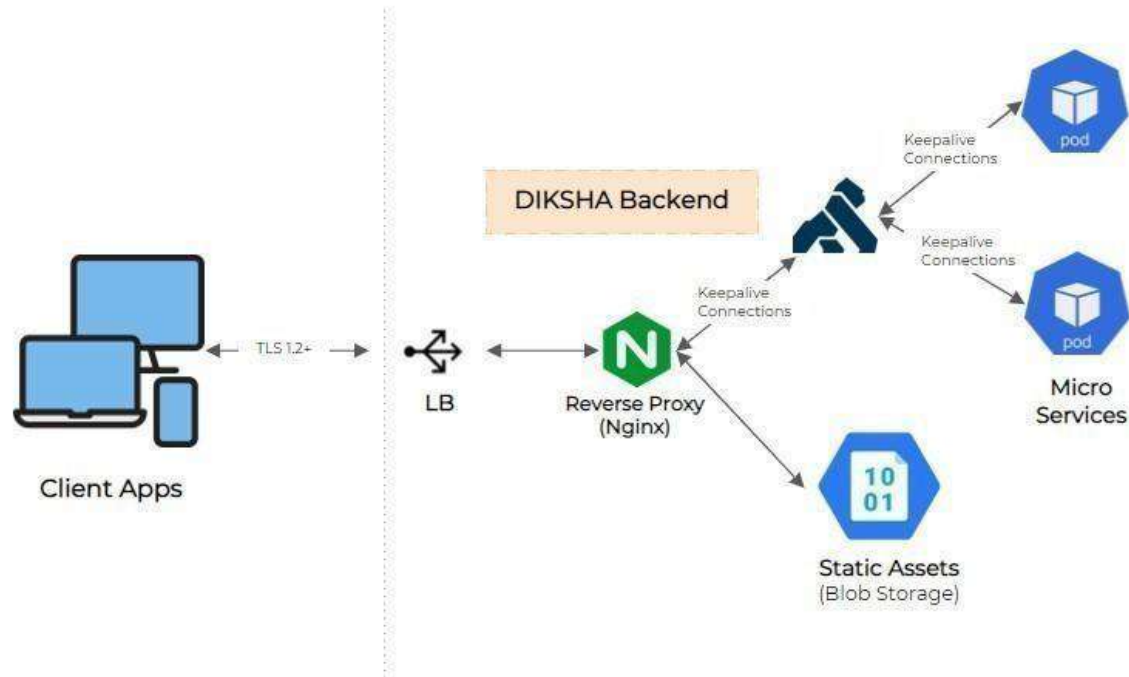
Figure 17: Request flow

4.6.12. Monitoring and Log Aggregation
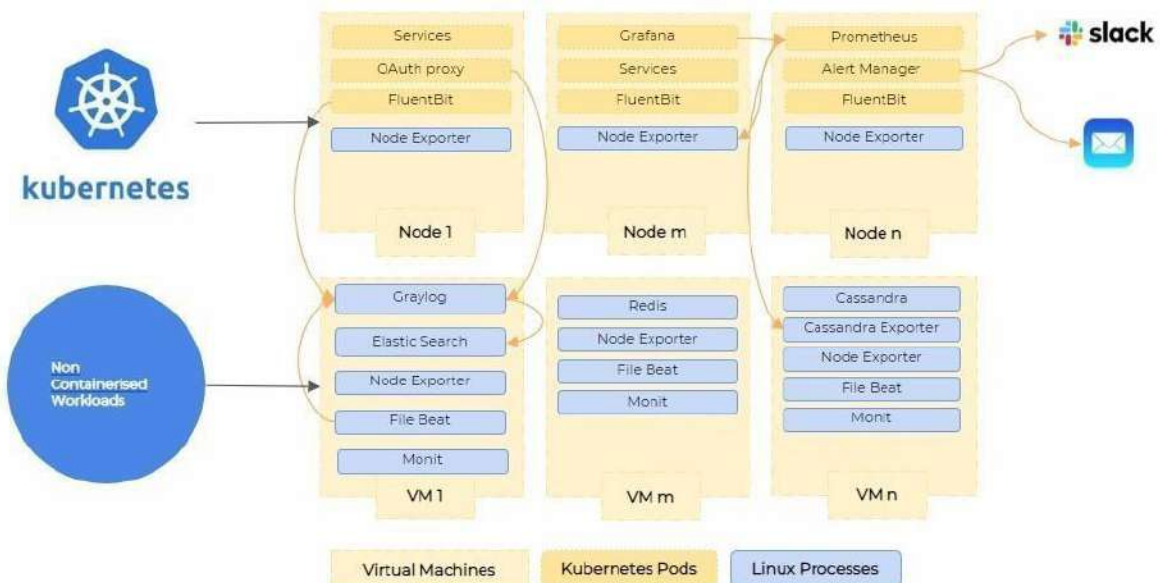
Figure 18: Monitoring and Log Aggregation

4.6.13. Current Cloud Blueprint
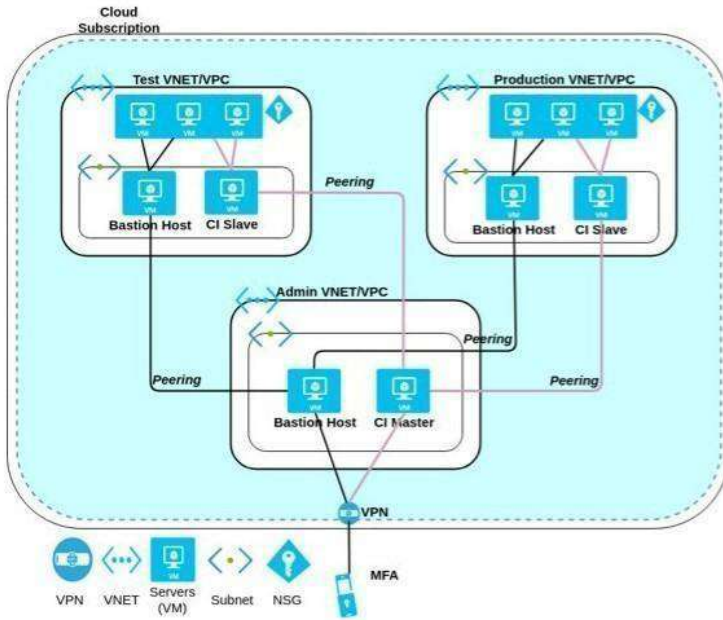
Figure 19: Current Cloud Blueprint

4.6.14. Current Network Blueprint
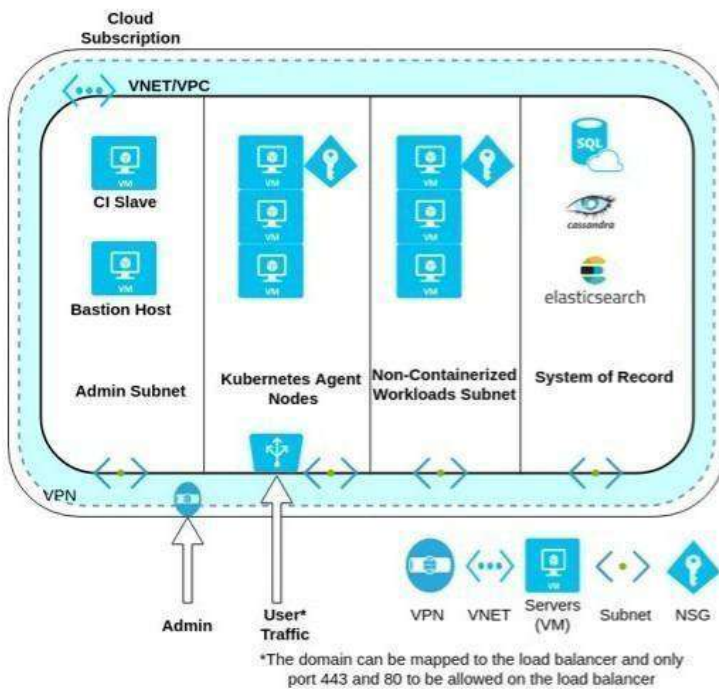
Figure 20: Current Network Blueprint

4.6.15. DIKSHA Cloud Services (currently in use)

S. No.	Service	Quantity
1	Virtual Machines	450
2	Kubernetes Cluster	14
3	Database for PostgreSQL	16
4	Monitoring services	1
5	Container Registry	2
6	Content Delivery Network	3
7	HDInsight	1
8	Load Balancer	47
9	Media Services	4
10	Redis Cache	5
11	Storage account	50
12	DNS	1

Table 5: Current DIKSHA Cloud Services

Note: Numbers mentioned above are for all the environments in DIKSHA and are indicative in nature.

Microsoft Azure services in use are as follows:

S. No.	Microsoft Azure services
1	Azure CDN from akamai
2	Azure CDN from Microsoft
3	Azure CDN from Verizon
4	Azure Database for MySQL
5	Azure Database for Postgre SQL
6	Azure Queues storage
7	Azure Table storage
8	Azure Cache for Redis
9	Azure Data Lake Storage
10	Azure Media Services - Video on Demand Encoding
11	Azure HDInsight - Hadoop, Spark, and Kafka

Table 6: Current Microsoft Services

Third party services currently being used by DIKSHA includes (but is not limited to):

1. VPN
2. SSL Certs
3. SMS Gateway integration for notifications
4. Google reCAPTCHA for Login & Registration pages
5. Geo based DB for location mapping
6. WhatsApp Integration for chatbot

==Fresh tender have been floated for procurement of Cloud Services and actual implementation will be with the Cloud Service provider that get selected as per the bid process==

5. Instructions to Bidders

5.1. General

1. The interested service providers have to submit the tender through e- procurement portal as per required packet/cover contents.
2. While every effort has been made to provide comprehensive and accurate information about requirements and specifications, selected bidders must form their own conclusions about the solution needed to meet the requirements specified in the RFP.
3. The requirements of the RFP shall prevail over any information in the Bid. However, all information supplied by the selected bidder will be treated as contractually binding on the bidder.
4. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Purchaser. Purchaser may cancel this bid process at any time prior to a formal written contract being executed by or on behalf of Purchaser.
5. This RFP document is non-transferable.
6. The RFP should not be used to market the bidder's product or services.
7. This RFP supersedes and replaces any previous public documentation & communications and Bidders should place no reliance on such communications.

5.2. Compliant Proposals / Completeness of Response

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

5.3. Pre-Bid Meeting & Clarifications

5.3.1. Pre-bid Conference

1. The Purchaser shall hold a pre-bid meeting with the prospective bidders as per the Date and Time as mentioned in Fact Sheet, Section 3 of this document.
2. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to <Name, Address (for hard copies) and email ID (for digital copies) of the purchaser> or before <Date & time> as mentioned in Fact Sheet, Section 3 of this document.
3. Any requests for clarifications after the indicated date and time may not be entertained by the purchaser.
4. The queries should necessarily be submitted in the format mentioned in section **12.1.2 (Form 2: Format for Pre-Bid Query submission)**

5.3.2. Responses to Pre-Bid Queries

1. The purchaser will endeavour to provide a timely response to all queries. However, purchaser makes NO representation or warranty as to the completeness or accuracy of any response; neither response nor does purchaser undertake to answer all the queries that have been posed by the bidders. The responses to the queries from all bidders will be distributed to all.
2. At any time prior to the last date for receipt of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
3. The Corrigendum (if any) and clarifications to the queries from all bidders will be posted on the **http://etenders.gov.in**and emailed to all participants of the pre-bid conference.
4. Any such corrigendum shall be deemed to be incorporated into this RFP.
5. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the purchaser may, at its discretion, extend the last date for the receipt of Proposals.

5.4. Key Requirements of the Bid

5.4.1. Right to Terminate the Process

1. The Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFP does not constitute an offer by the purchaser. The bidder's participation in this process may or may not result in the purchaser selecting the bidder to engage towards execution of the contract.

5.4.2. Submission of Proposals

1. A three staged bid system will be followed for this RFP with Quality & Cost Based selection system. The three bids to be submitted by bidders on e-procurement portal are –
   a. Pre-Qualification Bid
   b. Technical Evaluation and

     c.   Commercial Bid

2. The bid response of the Bidder to be submitted and uploaded on e-procurement portal against this RFP.

3. The bids are to be submitted electronically on e-procurement portal on or before the last date of proposal submission. Bids received in any other form will NOT be accepted and may lead to rejection of the bid.

4. This RFP process will be administered through the e-procurement portal. The bidders are required to submit soft copies of their bids electronically on the e-procurement portal, using valid Digital Signature Certificates (DSC) of the officer duly authorized to submit the bid. The bidders are required to enrol on the e-procurement portal. Enrolment on the portal is free of charge. Detailed instructions, FAQ, call centre number details are mentioned on e-procurement portal (please visit- **http://etenders.gov.in**). For understanding, bidders are thus advised to go through such instructions (as published on e-procurement portal) and take necessary assistance through the e-procurement portal call centre (if required) in order to properly submit their bids on time.

5. The Bidder should consider any Corrigendum to this RFP document that may have been published before submitting their Proposals.

6. The Proposal is to be submitted in four covers on e-procurement portal as mentioned below-

S. No.	Bid covers	Bid submission
1	Documents Required- ● Bid Security Declaration ● Integrity Pact ● Power of attorney	Scanned copy to be uploaded on e-procurement portal (for all 3 documents) and original documents to be submitted to Purchaser (as and when asked by Purchaser)
2	Pre-qualification bid	To be uploaded on e-procurement portal
3	Technical bid	To be uploaded on e-procurement portal
4	Commercial bid	To be uploaded on e-procurement portal

Table 2: Proposal Sections

7. The contents of the bids should be as under-

#	Document Name	Contents	Online submission (e- Procurement Portal)
1	Bid Security Declaration, Integrity Pact and Power of attorney	a) Scanned copy of Bid Security Declaration (Original to be submitted in a sealed cover at Purchaser office as and when asked by the Purchaser)	Yes

		b) Scanned copy of signed pre-contract Integrity Pact as per forms : Pre-contract Integrity Pact- (Original to be submitted in a sealed cover at Purchaser office as and when asked by the Purchaser).	Yes
		c) Copy of power of attorney	Yes
2	Pre- qualification bid	a) Pre-Qualification Proposal as per section**6.2.1: Pre-Qualification Criteria** along with the specified documents/Forms at **Annexure II: Pre-Qualification Proposal Format**. b) Checklist of all documents submitted	Yes
3	Technical bid	a) Technical Proposal as per section**6.2.2:Technical Evaluation Criteria** along with the required supporting documents/forms specified at Annexure III (Technical Proposal Format). b) Checklist of all documents submitted	Yes
4	Commercial bid	a) Commercial Proposal as per the required supporting documents/forms specified at **Annexure IV: Commercial Proposal (CP) format** b) Check list of all documents submitted	Yes

Table 3: Bid Submission Format

8. The response to fee cover of e-procurement portal, pre-qualification bid, technical bid, and commercial bid (as mentioned in the previous paragraph) should be uploaded in separate folders on the e-procurement portal.
9. Please note that prices must not be indicated in the pre-qualification bid and/or technical bid and must only Leas in its pre-qualification and/or technical bid then the bids of such bidders will be summarily rejected by Purchaser.
10. The fee cover, pre-qualification bid, technical bid and commercial bid should be complete documents and should be in separate single PDF documents. All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Bidders are required to submit all details as per the formats given in the RFP document only. Any deficiency in documentation may result in the rejection of the bid at the sole discretion of the Purchaser.
11. The Bidders are requested to go through the RFP document carefully to understand the documents required to be submitted and the process to be followed as a part of the Proposal. Any deviations may lead to rejection of the Proposal.

12. The Bidder should try to submit the proposal well before the last date and hence to avoid any inconvenience at the last moment. The Bidder will not be allowed to submit the Proposal after the Bid submission time.

Each document submitted by the bidder in fee cover, pre-qualification, technical and commercial proposals must be duly signed by the authorized signatory as per section **5.6 - Authorized Signatory and Authentication of Bids**

5.5. Preparation and Submission of Proposal

5.5.1. Proposal Preparation Costs

1. The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
2. Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.5.2. Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, will be summarily rejected.

5.5.3. Late Bids

1. Bids received after the due date and the specified time for any reason whatsoever, shall not be entertained and shall be returned unopened.
2. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
3. Purchaser shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
4. Purchaser reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

5.5.4. Bid Security

The Bidders shall submit, along with their bids, a Bid security declaration as per the format specified in section **12.1.6 (Form 6: Bid Security Declaration)** of this RFP and shall be liable as per the declaration.

5.5.5. Bid Validity

Bids must remain valid up to **180 (One Hundred & Eighty) days** from the last date of submission of the Bids. Purchaser may request the Bidder(s) for an extension of the period of validity of the bids which may suitably be

extended post such requests.

5.6. Authorized Signatory and Authentication of Bids

The "Authorized Signatory" shall mean the one who has signed the Bid document. The authorized signatory may be either the Principal Officer (Owner/MD/Director/Company Secretary) or the duly Authorized Representative of the Bidder, in which case the Bidder shall submit a power of attorney authorizing the person to be authorized signatory or a copy of board resolution. The power of attorneys/board resolution of the Bidder must be submitted along with the proposal.

5.7. Right to the Content of Proposal

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

5.8. Disqualification

The Proposal is liable to be disqualified in, inter alia, any of the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFP:
1. Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal.
2. During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid.
3. The Bidder's Proposal is conditional and has deviations from the terms and conditions of RFP.
4. The Proposal is received in an incomplete form.
5. The Proposal is received after the due date and time.
6. The Proposal is not accompanied by all the requisite documents and prescribed format..
7. The Proposal is submitted without the bid security declaration as per the format specified in the RFP.
8. The information submitted in the proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any.
9. The commercial proposal is enclosed within the technical or any other proposal or vice-versa.

5.9. Confidentiality

Information relating to the examination, clarification and any other purpose of the RFP shall not be disclosed to any persons not officially concerned with such process until the process is over. Undue use of confidential information related to the process by any firm may result in rejection of its proposal.

5.10. Purchaser's right to accept/reject any or all proposals

Purchaser reserves the right to accept or reject any proposal, and to annul the tendering process /Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to assign a reason thereof or inform the affected Bidder(s) of the grounds for Purchaser action.

5.11. Consortiums

1. The Lead Consortium Member shall be liable for the entire contract in accordance with the contract terms, while other Consortium Members shall be liable for their portion of Work. Only the Lead Consortium Member shall have the authority to conduct all businesses for and on behalf of the consortium during the bidding process and, in the event the consortium is awarded the Contract, during contract execution. The composition of the consortium cannot be altered without permission of DIC
2. The Lead Consortium should have stake of at least 51% of the total value of the contract
3. The Lead Consortium should be liable for the entire scope of work and risks involved thereof (the liability should be for the entire value of the contract)
4. Without prejudice to point written above for the purposes of fulfilment of its obligations as laid down under the Contract where purchaser deems fit and unless the context requires otherwise, Contractor shall refer to the Lead Member who shall be the sole point of interface between purchaser and the Consortium and would be accountable for the performance of its own, the other members of the Consortium and/or its team's functions as also the subcontractors.
5. All payments shall be made by the purchaser in favour of the Lead Consortium Bidder. DIC in its sole discretion may keep the entire amount on hold due to non performance .

6. Evaluation Process and Criteria

6.1. Evaluation Process

After the due date of bid submission, Purchaser shall open each of the bid proposals of bidders on e-Procurement Portal in the presence of bidder's representatives present and attending. For the purpose of bid opening and proposal evaluation Purchaser may constitute an 'Evaluation Committee', which shall evaluate bidders' proposals and may recommend the final bidder for offering the contract. Various phases related to bid evaluation process are outlined as under-

6.1.1. Stage 1: Pre-Qualification

1. Each of the Pre- Qualification conditions are MANDATORY. In case the 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.
3. Purchaser shall open all documents mentioned in section **6.2 (Evaluation Criteria).** In case the Bidder does not meet any one of the conditions, the bid will be disqualified.

4. Purchaser shall thereafter open "Pre-Qualification Proposal" on e-procurement in the presence of the bidder's representatives present and attending. The Pre- Qualification proposal MUST contain all the documents mentioned in the RFP. Each of the Pre- Qualification conditions mentioned in Section **6.2.1 (Pre-Qualification Criteria)** is MANDATORY. In case the Bidder does not meet any one of the conditions, the bid will be disqualified.

5. Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP (Section **12.2 (Annexure II: Pre-Qualification Proposal Format)**. A checklist has to be created with proper page-wise indexing of all supporting documents.

6.1.2. Stage 2: Technical Evaluation

1. "Technical Proposal" will be opened on e-Procurement Portal only for bidders who succeed in Stage 1, in the presence of the bidder's representatives present and attending.

2. Purchaser will review the technical proposals of the short-listed bidders to determine whether the technical proposals are substantially responsive. Proposals that are not substantially responsive are liable to be disqualified at Purchaser's discretion.

3. The bidder's technical proposal will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section **6.2.2 (Technical Evaluation Criteria).**

6.1.3. Stage 3: Commercial Evaluation

1. The Commercial Bids of only the qualified bidders (qualified in technical proposal evaluation) will be opened by the EC (Evaluation Committee – constituted by Purchaser) in the presence of the bidder's representatives.

2. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

3. Any conditional bid would be rejected.

4. Only fixed price commercial bids as per section **12.3.2 Commercial Proposal Format** will be considered for the commercial evaluation

5. The bid price will include all taxes, and levies and shall be in Indian Rupees.

6. If there is a discrepancy between words and figures, **the amount in words will prevail.**

6.2. Evaluation Criteria

The overall objective of this evaluation process is to select the capable and qualified bidder for Technical Administration of DIKSHA Platform

1. Purchaser shall evaluate the responses of the bidders to this RFP and scrutinize the supporting documents / documentary evidence. Inability to submit the requisite supporting documents / documentary evidence by the bidders, may lead to rejection. The decision of the Purchaser in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with the Purchaser.

2. Purchasers may ask for meetings with the Bidders or may issue in writing/email to seek clarifications or confirmations on their proposals during the evaluation process.

3. Each of the Proposals shall be evaluated as per the criteria and requirements specified in this RFP. The Evaluation Committee (EC) constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents & documentary evidence as mentioned in this section of the RFP.
4. Purchaser reserves the right to check / validate the authenticity of the information provided in the Pre-qualification criteria, Technical and Commercial Evaluation and the requisite support must be provided by the Bidder.
5. The most competent bidder offering the right quality service with the right approach and price is selected - **the Most Responsive Bidder– best approach, resources, and not just lowest price.**
6. The below mentioned Pre-Qualification Criteria are applicable to all bidders

6.2.1.   Pre-Qualification Criteria

Firstly, the Pre-Qualification Proposal will be evaluated as per the criteria mentioned in this section and only those bidders who qualify the requirements will be eligible for the next set of evaluations. **Technical Proposal and Commercial Proposal of Bidders who do not meet the Pre-Qualification criteria will not be opened.**

Definitions of key terms relating to pre-qualification criteria are given below-

Term	Definition
Net worth (Consolidated)	As defined in Indian companies act 2013
Turnover	As defined in Indian companies act 2013
Financial Year	The 12-month period commencing from the 1st day of April of any year and ending on the 31st day of March of the following calendar year.
Auditor	Auditor shall mean the Statutory Auditor of a company/ bidder.

S. No.	Requirement	Specific Requirement	Documents Required
1	Cover Letter	The bidder should submit the duly signed proposal	Cover letter signed by authorised signatory of the sole bidder or prime bidder

2	Authorisation	The bidder (and all members of consortium) should submit the valid authorisation details of the person(s) signing the bid document.	Power of Attorney OR Certified copy of Board Resolution In case of consortium, A written undertaking from the consortium member, duly signed by the authorized signatory, holding a written power of attorney for this bid on a stamp paper, authorizing the Prime bidder on behalf of consortium, and the entire execution of the Contract.
3	Certificate of Incorporation	The Sole Bidder or, in case of a consortium, the all members shall be a firm/ company/ proprietorship firm registered under Indian Companies Act, 1956/ the partnership Act, 1932 or as amended applicable And The Sole Bidder or in case of a consortium, all members must have registered office(s) in India since the last 3 years as on date of bid submission.	Copy of Certificate of Registration/ Incorporation Details of registered office(s) of Sole Bidder or all members (in case of consortium) in India (along with address) and valid documentary proof of established office since last 3 years as on date of bid submission.
4	Consortium Agreement	The maximum number of consortium members including the Prime Bidder is three (3). In case of Consortium, Prime Bidder must have a minimum of 51% stake in the contract value of the project.	Copy of Consortium Agreement with the required details (Not Applicable in case of Sole Bidder)
5	Financial Stability	The Bidder (and all members of consortium)should have a positive net worth in the recent 3 (Three) financial years	Certificate from Statutory Auditor specifying the net worth of bidder for the specified year(s)

#			
6	Turnover	The Bidder should have a minimum average annual turnover of INR 75 crore from IT Services in the recent 3 (Three) financial years.	Copy of the audited Balance Sheets and/or Certificate from Statutory Auditor specifying the average annual turnover from applicable services for the specified year(s)
7	Qualified Manpower	The bidder should have minimum 300 qualified & experienced technical manpower resources in domains of IT Services as on last date of bid submission	Undertaking / Declaration by the HR Head
8	Blacklisting	The bidder (and all members of consortium) should not be blacklisted by any Central Govt. / State Govt. / PSU/Govt. Bodies on last date of bid submission	Undertaking by the authorized signatory.

6.2.2. Technical Evaluation Criteria

1. Technical proposal of the bidder will be opened and evaluated who meets all the prequalification criteria.
2. The Bidder would be technically evaluated out of 100 marks.
3. The overall cut-off for technical evaluation shall be 70%.
4. Each bidder would be assigned a technical score (referred as TS) based on the technical evaluation of the bid
5. The bidder needs to attain the minimum 70 marks as given in the technical criteria table and the Bids receiving 70 marks and above as TS would be declared as technically qualified and shall qualify for financial / commercial evaluation
6. The evaluation committee will evaluate the Technical Proposals based on the technical evaluation criterion as provided below:

S No	Evaluation Criteria	Max. Marks	Document required

1	Years in Business in India as a IT Service Provider as on last date of bid submission - Sole bidder or Prime bidder (in case of a consortium) - 3 years or more but less than 5 years –5 marks - 5 years or more but less than 7 years – 7 marks - 7 years or more – 10 marks	10 marks	The copy of Certificate of Incorporation should be submitted
2	List of Projects to whom IT Service have been provided with minimum user base of 10 Lakhs users (Only currently valid contracts (within last 3 FY) considered for points award) and minimum project cost of INR 3 Cr (see sub-table below)	10 (5+5) marks	Work orders / Contract Copy / Client Certificate Certificate from company secretary / Statutory auditor

2.1	Number of Projects	Maximum Marks
a	3 or more but less than 5 projects	1 Mark
b	5 or more but less than or equal to 7 projects	3 Marks
c	More than 7 projects	5 Marks
2.2	Number of Users Per Project	
a	Between 10 Lakh and 50 Lakh users	1 Mark
b	50 Lakh to 100 Lakh users	3 Marks
c	More than 100 Lakh users	5 Marks

3	Technical & Qualified Manpower (Minimum Qualification: B.E/B.Tech/ Any Graduation with relevant experience; MCA/MCS; M.E/M.Tech or equivalent) who is involved in IT Services for a period of 2 years or more with thebidder - 300 to 500 Qualified & Experienced technical manpower - 5 marks - 501 to 700 Qualified & Experienced technical manpower - 7marks - 701 & above Qualified & Experienced technical manpower - 10 marks	10 marks	Undertaking / Declaration by the HR Head
4	Average annual turnover of bidder from IT Services in the recent 3FY - Rs. 75 Crore and <100 Crore - 5 marks - Rs. 100 Crore and <120 Crore - 7 marks - Rs. 120 Crore or above - 10 marks	10 marks	CA certificate of the Bidder clearly specifying the turnover from the stated criteria for the specified years.
5	The Bidder should have experience wrt cloud-based application in IT Services with minimum user base of 10 Lakhs per project: - Cloud enabled –more than 1 (one) up to 3 (Three) Projects – 5 marks - Cloud enabled - more than 3 (Three) up to 6 (Six) Projects – 7 marks - Cloud enabled - more than 6 (Six) Projects - 10 marks	10 marks	Supporting documents of cloud accounts e.g.cloud account bills/ Workorder/ Completion Certificate/ Project ongoing certificate from the client As per format Project Description Template
6	ISO 9001, ISO 27001 & CMMi Level 3 /5 Certifications - Sole bidder or Prime bidder (in case of a Consortium) ● All 3 of the above certifications – 5 Marks ● Any 2 of the above certifications - 3 Marks	5	Certificate copy to be submitted

7	**Approach & Methodology** : Software Development, Enhancements, and Operations:approach for a scalable cloud architecture product using the open-source tools, technologies require to scale to 1 million loads per 5 minutes. Application Testing: various aspects like testing methodologies, developing test cases, using automation tools / scripts, load testing, analysis & reporting of test results for an application catering to 1 million loads per 5 minutes. Migration: approach and plan to be presented Complete DevOps / NOC & SOC Operations management: covering various aspects like source - version control, application configuration, real time threat detection & mitigation, business continuity & risk management, cloud & application monitoring.	10 marks	Live Presentation

8	The bidder must demonstrate: • In-depth knowledge of the Sunbird Ed and experience in extension of Sunbird to build features based on user requirements. •Bidders shall demonstrate sample instances with Sunbird Ed running on a Proposed cloud configured for one sample tenant. • Showcase Sunbird Ed capabilities for developing functionalities, reports for various use cases leveraging DIKSHA APIs & Sandbox environment Note: 1. Installation document:https://diksha.gov.in/help/diksha-oss/ 2. Use the OSS forum for queries- *Sunbird community for querieshttps://github.com/Sunbird-Ed/Community/discussions	15 marks	Live Demonstration *
9	Evaluation of profiles of Leads based on: Years of relevant experience / Additional Certifications / Trainings / Hands on experience on & around Sunbird EdTechDomain Expertise	20 marks	Detailed CVs along with summary profile

6.2.3. Commercial evaluation criteria

1. The Financial Bids of technically qualified bidders (i.e., TS above >= 70 marks) will be opened on the prescribed date in the presence of bidder representatives. Bidder's needs to provide their commercial bid as per the format provided in the RFP **Annexure III: Commercial Proposal (CP) format)**

2. In case only one bidder qualifies after the technical evaluation, Purchaser will have the right to select the single qualified bidder or cancel the RFP.

3. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.

4. If a bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and shall be declared as disqualified.

5. Any conditional bid would be rejected.

6. Each bidder would be assigned a Financial Score (FS) based on the financial evaluation of the bid

7. Commercial Bids that are not as per the format provided in respective sections / clauses of the RFP shall be

liable for rejection.

6.2.4. Total Score Evaluation

1. The lowest evaluated Financial Bid (FL) shall be given the maximum financial score of 100. The formula for determining the financial scores of all other bids shall be calculated as follows: Fs = 100 x FL/F, in which "Fs" is the financial score of a bidder, "FL" is the lowest price, and "F" the price of the bid under consideration.
   a) The weights given to the Technical (T) and Financial (P) Bids shall be T = 70, and P = 30
   b) Bids shall be ranked according to their combined scores, calculated using the technical score (TS) and financial score (Fs) and the weights as follows:

$$S = TS \times 0.70 + Fs \times 0.30$$

2. The weights assigned for each item is for the purpose of evaluation of this bid only.
3. In case of a tie in the final composite score, the bidder having the highest technical score will be considered eligible for further process of negotiation etc. leading to the award of the contract.

7. Service Level Requirements

7.1. SLAs & Penalties

The purpose of Pre-defined Service Level Agreement (SLA's) is to ensure quality and standards of operation and specify performance criteria that shall be adhered to by the selected bidder for the duration of the project (and extended period of project as applicable). The benefits of this are:

I.   Start a process that applies to the Bidder management attention to some aspect of performance, only when that aspect drops below the threshold defined by the Purchaser.
II.   Help the Purchaser control the levels and performance of empanelled Bidder's services

There are three categories of SLAs that will be applicable for the selected bidder:

I.   SLAs for 'Transition and Takeover' Phase – where the SLAs defined are only applicable for the duration of the 'Transition and Takeover' phase.
II.   SLAs for the 'Application Development, Maintenance & Performance' Phase – where the SLAs defined will be in effect from the end of the 'Transition and Takeover' phase till the end of the contract duration and during the extension or renewal period, if any.
III. SLAs for 'Resources' – where the SLAs defined are in effect from the date of contract signed by the selected bidder till the end of the contract duration and during the extension or renewal period, if any.

7.2. SLAs for 'Transition and Takeover' Phase

The following conditions apply for this SLA category:

Activated upon signing of contract till the completion of the 'Onboarding and Transition' phase

- Onboarding of teams as per the timelines mentioned in the table no. 7
- Submission of Transition Plan
- Completion of Knowledge Transfer

This phase will be deemed complete when all tasks related to onboarding of selected bidder teams & transition across the existing applications are successfully completed.

	Definition	Measurement	Measurement Interval	Target	Penalties
SLA.001	This SLA applies to team mobilization and deployment of selected "key" resources, for 2 tracks NOC – SOC ops. and Helpdesk	Delay in days = (Actual date of mobilizing resources as defined) – (Planned date of mobilizing resources as defined)	One time, at T+15 days, or on completion whichever is later ("T" is the date of signing of the contract)	At Least 50% of the key resources of the team deployed in <= T+15 days	**No Penalty**
				Less than 50% of the key resources of the team deployed in beyond T+15 days and <=T+25 days	Rs 10,000 Penalty per day till at least 50% of team of key resources is deployed

	Support as mentioned in table no. 7 within the 15 days from the date of contract signing.		Less than 50% of the team of key resources deployed beyond T+25 days and <=T+30 days	Rs 15,000 Penalty per day till at least 50% of team of key resources is deployed or T+30 days, whichever is earlier —------------- --- Beyond T+30 days, Purchaser may take a decision to forfeit the PBG and cancel the work order.
SLA.002	Onboarding teams for Software Development & operation track	Delay in days =[(Actual date of mobilizing resources as defined) — (Planned date of mobilizing resources as defined	One time, at T+45 days, or on completion whichever is later ("T" is the date of signing of	At Least 50% of the key resources of the team deployed in <= T+45 days	No Penalty

			the contract)	Less than 50% of the key resources of the team deployed in beyond > T+45 days and <=T+60 days	Rs 10,000 Penalty per day till at least 50% of team of key resources is deployed
				Less than 50% of the team of key resources deployed beyond T+60 days and <=T+75 days	Rs 15,000 Penalty per day till at least 50% of team of key resources is deployed or T+75 days, whichever is earlier
					Beyond T+75 days, Purchaser may take a decision to forfeit the PBG and cancel the work order.

SLA.003	Submission of selected bidder's transition plan covering all activities for the 'Transition and Takeover' phase.	Delay in days = [(Actual date of submission of Transition plan) – (Planned Date of submission of Transition plan)];	One time, at T+20 days, or on completion, whichever is later ("T" is the date of signing of the contract)	<= T + 15 days	No Penalty
				> T+15 days and <=T+20 days	1% of Monthly Payment of the Project
				> T+20 days	2% of Monthly Payment of the Project
SLA.004	Migration of Application by selected bidder	Delay in days = [(Actual date of Migration) – (Planned Date of Migration)];	One time, at T+60 days, or on completion, whichever is later ("T" is the date of signing of the contract)	<= T + 60 days	No Penalty
				> T+60 days and <=T+80 days	1% of Monthly Payment of the Project

				> T+80 days		5% of Monthly Payment of the Project

7.3. SLAs for Maintaining Uptime & Performance (applicable post transition)

	Definition	Measurement	Measurement Interval	Target	Penalties
SLA.004	Uptime / Availability of DIKSHA.	Availability % = {1-[(Total Downtime) / (Total Time – Planned Downtime)]}*100	On Quarterly basis (at regular interval of 90 days)	>=99.9%	No Penalty
				<99.9% and >=99.5%	2% of Quarterly Payment of the Project
				<99.5% and >=99.0%	5% of Monthly Payment of the Project

7.4. SLAs for 'Resources Availability'

	Definition	Measurement	Measurement Interval	Target	Penalties
SLA.006	Availability of all manpower resources as	[(Actual number of man-days deployed	Monthly	≥ 95%	-

	proposed in Team Composition	for a month) / (Total number of man-days in a month)] *100		≥90 % to < 95%	10,000/-
				< 90 %	20,000/-
SLA.007	Replacement of key personnel proposed in Team Composition	The Bidder is expected to replace the key personnel (leads) within 15 days (in case of replacement)	Quarterly	Less than 15 days for each key resource personnel	-
				15 to 20 days for each key resource personnel	10,000/- Per Resource
				More than 20 days for each key resource personnel	20,000/- Per Resource

1.1. SLAs for 'Delivery of work'

	Definition	Measurement	Measurement Interval	Target	Penalties
SLA.001	Performance of Software Enhancement work based	Delay in days = [(Actual date of CompletionEnhancement) – (Planned	On Quarterly basis (at regular interval of	>=10% (Delay)	No Penalty

	on the project plan agreed	Date of Enhancement Work)];	90 days)	>10%	PMC will review and take course of action in the quarterly meeting which can be 5% of Monthly Payment of the Project for delay

2. Award of Contract

2.1. Award Criteria

Purchaser will award the Contract to the successful bidder/ Cloud Service Provider whose proposal has been determined to be substantially responsive bids as per the process outlined in above section- **Evaluation Process and Criteria** of this RFPi.e., bidder selected from QCBS criteria.

2.2. Letter of Award

1. Prior to the expiration of the bid validity period, Purchaser will notify the successful bidder in writing or email through a letter of award.
2. The letter of award shall constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, purchaser will notify each unsuccessful bidder and return their EMD.
3. In case the tendering process / public procurement process has not been completed within the stipulated period, Purchaser may like to request the bidders to extend the validity period of the bid.

2.3. Contract Finalization

1. The purchaser shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.

2. The Purchaser may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly, total contract value may change based on the rates defined in the financial proposal.

2.4. Performance Bank Guarantee (PBG)

1. The Purchaser will require the successful bidder to provide **Performance Bank Guarantee (PBG)** of the value equivalent to **3% of the total cost of work order within 10 days** from the Notification of award issued to the concerned successful bidder which must be submitted as per the timelines, rules and regulations mentioned in the RFP.
2. The PBG should be valid for a period of **5 years** & kept valid till completion of the project and Extension/Warranty period.
3. In case the selected bidder fails to submit PBG within the time stipulated, the purchaser at its discretion may cancel the order placed on the selected bidder without giving any notice. Purchaser shall invoke the PBG in case the successful bidder fails to discharge their contractual obligations during the contract period or purchaser incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed contract.
4. The performance guarantee/security is to be submitted as per format indicated in **12.1.4 (Form 4: Format for Performance Bank Guarantee)** of this RFP.

2.5. Signing of Contract

After the purchaser notifies the successful bidder that its proposal has been accepted, the purchaser shall enter a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between purchaser and the successful bidder.

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

Failure of the successful bidder to agree with the terms and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the purchaser shall invoke the PBG or EMD (as the case may be) of the most responsive bidder.

3. Payment Terms

1. The selected bidder shall submit the monthly bills for the resources deployed, along with the monthly progress report of the work done.
2. The payment shall be released to the selected bidder after deducting the penalties (if any based on the Performance Requirements/SLA as per Section 7).
3. Subject to accomplishment of obligation of selected bidder and delivery of the solutions, deliverables, and services under this Agreement to the satisfaction of the Purchaser, the payment shall normally be made by the Purchaser within 30 (thirty) days from receipt of due, valid, correct, and undisputed invoice along with the supporting documents, provided the invoice is submitted in the timely manner.

4. The Purchaser shall be entitled to delay or withhold payment of any invoice or part of it delivered by the selected bidder where the Purchaser disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. Any exercise by the Purchaser under this Clause shall not entitle the selected bidder to delay or withhold provisioning of the Services.

5. The selected bidder shall be entirely responsible for all taxes, duties, license fees etc., incurred in delivery of services to the Purchaser.

6. In case any extra payment for taxes is made to the selected bidder, it will be adjusted in the subsequent payments to the selected bidder by the Purchaser.

7. Qualified bidder will use the person month rate card for estimates of new work, as mentioned by bidder in commercials - BOM and based on the man power skills set mentioned for that year.

4. General Conditions

4.1. Interpretations

In this RFP, unless otherwise specified:

1. Unless otherwise specified, a reference to clauses, sub-clauses, or Section is a reference to clauses, sub-clauses, or Section of this RFP including any amendments or modifications to the same from time to time.
2. Words denoting the singular include the plural and vice versa and use of any gender includes the other genders.
3. References to a "company" shall be construed so as to include any company, corporation, or other body corporate, wherever and however incorporated or established.
4. Words denoting to a "person" shall be construed to include any individual, partnerships, firms, companies, public sector units, corporations, joint ventures, trusts, associations, organizations, executors, administrators, successors, agents, substitutes and any permitted assignees or other entities (whether or not having a separate legal entity). A reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.
5. A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, or re-enacted.
6. Any reference to a "day" (including within the phrase "business day") shall mean a period of 24 hours running from midnight to midnight.
7. References to a "business day" shall be construed as a reference to a day (other than a Sunday) on which DIC Corporate office is generally open for business.
8. References to times are to Indian Standard Time (IST).
9. Reference to any other document referred to in this RFP is a reference to that other document as amended, varied, novated, or supplemented at any time.
10. All headings and titles are inserted for convenience only, they are to be ignored in the interpretation of this Contract.
11. Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this RFP as a whole and not to any particular Section or Annexure and the words "include" and "including" shall not be construed as terms of limitation.
12. The words "in writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated.
13. References to "setup" include all the activities and tasks that are required to perform for Technical Administration of DIKSHA Platform.
14. Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified, or novated at the time of such reference.
15. Unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include either such days or date.

4.2. Conditions Precedent

This Contract is subject to the fulfilment of the following conditions precedent by the Bidder:

1. Furnishing by the Bidder, an unconditional, irrevocable, and continuing Performance Bank Guarantee for Contract Performance, which will be 3% of the total contract value, in a form and manner acceptable to the Purchaser which would remain valid until such time and be renewable as may be stipulated by the Purchaser.
2. Obtaining all statutory and other approvals required for the performance of the Services under this Contract. Furnishing of such other documents as the Purchaser may specify.
3. The Purchaser reserves the right to waive any or all the conditions specified in section 10.2 above in writing and no such waiver shall affect or impair any right, power or remedy that the Purchaser may otherwise have.

4.3. Representations & Warranties

The Bidder represents and warrants as of the date hereof, which representations shall remain in force during the Term and extension thereto, the following:

1. It has the power and the authority that would be required to enter into this RFP and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this RFP and to provide services sought by Purchaser under this Document.
2. It is duly organized and validly existing under the laws of India, and has full power, capability, and authority to execute and perform its obligations under this RFP and other Documents and to carry out the transactions contemplated hereby.
3. It is a competent provider of a variety of information technology and business process management services.
4. It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Document and to validly exercise its rights and perform its obligations under this document.
5. Bidder and its team have the professional skills, personnel, infrastructure, and resources/ authorizations that are necessary for providing all such services as are necessary to fulfil the scope of work stipulated in the RFP.
6. It shall ensure that all assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. installed, developed, procured, deployed, and created during the term of this RFP are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements.
7. It and its team shall use such assets of purchaser as purchaser may permit for the sole purpose of execution of its obligations under the terms of the RFP. It shall however, have no claim to any right, title, lien or other interest in such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term thereof.

8. It has the financial standing and capacity to undertake the Project and obligations in accordance with the terms of this Document in providing the Services, it shall use reasonable endeavours not to cause any unnecessary disruption to purchaser's normal business operations.

9. This Document has been duly executed by it and constitutes a legal, valid, and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Document shall be legally valid, binding, and enforceable against it in accordance with the terms hereof.

10. Information furnished in the Proposal is to the best of its knowledge and belief true and accurate in all respects as at the date of this RFP.

11. The execution, delivery and performance of this RFP shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, Document, arrangement, understanding, decree, or order to which it is a party or by which it or any of its properties or assets is bound or affected.

12. There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this RFP or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this RFP.

13. It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any adverse effect on its ability to perform its obligations under this RFP and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this RFP.

14. It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this RFP.

15. To the best of its knowledge, no representation by it contained herein or in any other document furnished by it to Purchaser or its nominated agencies in relation to any consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation not misleading and no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Document or for influencing or attempting to influence any officer or employee of Purchaser or its nominated agencies in connection therewith.

16. It shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product for use of the copyright/process/products that the Bidder has proposed to supply under this Document free from all claims, titles, interests, and liens thereon.

17. That the sub-contractor proposed and/or deployed by the Bidder meets the technical and financial qualifications.

18. That the representations made by the bidder in its Proposal and in this RFP are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Document and the RFP and unless purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Document.

4.4. Scope of Contract

1. Scope of the Contract shall be as defined in Section **11 (Scope of Work (SoW))** and Annexes thereto of this RFP.
2. Purchaser has engaged the Bidder for Technical Administration of DIKSHA Platform. The Bidder is required to provide such services, support and infrastructure as the Purchaser or Purchaser's Technical Representative may deem proper and necessary, during the term of this Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the Tender and this Contract and are deemed necessary by the Purchaser, to meet its business requirements (hereinafter 'scope of work').
3. If any services, functions, or responsibilities not specifically described in this Contract are an inherent, necessary, or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Contract, they shall be deemed to be included within the scope of the work to be delivered for the Charges, as if such services, functions, or responsibilities were specifically described in this Contract.
4. The Purchaser or Purchaser's Technical Representative reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Scope of Work pursuant to clause **10.21 (Change Orders/Alteration/Variation).**

4.5. Key Performance Measurements

1. Unless specified by the Purchaser to the contrary, the Bidder shall perform the Services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down in Section **7 (Service Level Requirements)** of this RFP.
2. If the Contract, Scope of Work, Service Specification includes more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
3. The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work.

4.6. Commencement and progress

1. The Bidder shall be subject to the fulfilment of the condition's precedent set out in Clause **10.2 (Conditions Precedent)**, commence the performance of its obligations in a manner as specified in the Scope of Work and Service Specifications.
2. The Bidder shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
3. The Bidder shall be responsible for and shall ensure that all Services are performed in accordance with the Contract, Scope of Work & Service Specifications and that the Bidder's Team complies with such Specifications and all other standards, terms and other stipulations/conditions set out hereunder.

4. The Bidder shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency, and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices.It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material, and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third parties.

4.7. Standards of Performance

The Bidder shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency, and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices.It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material, and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third Parties.

4.8. Bidder's Obligations

1. The Bidder shall ensure that the Bidder's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Bidder shall ensure that the Services are performed through the efforts of the Bidder's Team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Contract relieves the Bidder from its liabilities or obligations under this Contract to provide the Services in accordance with the Contract and the Bid to the extent accepted by the Purchaser

2. In addition to the aforementioned, Bidder shall perform the services specified by the 'Scope of work' requirements as specified in the tender and changes thereof. It will be the Bidder's responsibility to ensure the proper and successful implementation, performance, and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender, and this Contract.

3. The Bidder shall arrange at the Data Centre site, at no extra cost to the Purchaser, desktops, printers, stationary, tools, equipment, etc. that may be required by his team during the contract period for performance of Services under this contract.

4. The Bidder shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Purchaser in order to resolve issues and oversee implementation of the same. The Bidder shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.

4.9. Bidder's Personnel

1. The Bidder shall employ and provide such qualified and experienced personnel as are required to perform the Services under the Contract.
2. All the personnel, also of the Bidder's partners shall be deployed only after adequate background verification check. The Bidder shall submit the background verification check report for the personnel before their deployment on the project. Any deviations, if observed, would lead to removal of the personnel from the project.

4.10. Project In-Charge

The Bidder shall always ensure that during the currency of the Contract a Project In-Charge acceptable to the Purchaser shall take charge of the Performance of the Contract. The Project In-Charge shall be assisted by Operations & Maintenance staff, Technical Support desk staff and other members of the team. The desired team composition required for execution of this contract has been provided under Section **11 (Scope of Work (SoW)).**

4.11. Contract Administration

1. No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.
2. Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each Representative shall have the authority to:
   a. exercise all the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof
   b. bind his or her Party in relation to any matter arising out of or in connection with this Contract.
3. The Bidder along with other members / third parties / OEMs shall be bound by all undertakings and representations made by the authorized representative of the Bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.
4. For the purpose of execution or performance of the obligations under this Contract, the Purchaser's representative would act as an interface with the nominated representative of the Bidder. The Bidder shall comply with any instructions that are given by the Purchaser's representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.

4.12. Purchaser's Right of Monitoring, Inspection and Periodic Audit

1. The Purchaser or Purchaser's Technical Representative reserves the right to inspect and monitor/assess the progress/performance/maintenance of the Cloud solutions at any time during the course of the Contract, after providing due notice to the Bidder. The Purchaser may demand and upon such demand being made, the purchaser shall be provided with any document, data, material, or any other information which it may require, to enable it to assess the progress of the Project.

2. The Purchaser or Purchaser's Technical Representative shall also have the right to conduct, either itself or through an independent audit firm appointed by the Purchaser as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser / any other Bidder appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Bidder failing which the Purchaser may, without prejudice to any other rights that it may issue a notice of default.

3. The Bidder shall always provide to the Purchaser access to the Site.

4.13. Purchaser's Obligations

1. The Purchaser's Representative shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Purchaser shall provide adequate cooperation in providing details, assisting with coordinating, and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary

2. Purchaser shall ensure that timely approval is provided to the Bidder, where deemed necessary, which should include technical architecture diagrams and all the specifications related to IT infrastructure required to be provided as part of the Scope of Work. All such documents shall be approved within 15 days of the receipt of the documents by the Purchaser.

3. The Purchaser shall approve all such documents as per above Clause

4. The Purchaser's Representative shall interface with the Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract

4.14. Intellectual Property Rights

1. Intellectual Property Rights (IPRs) are legal rights that protect creations and/or inventions resulting from intellectual activity in the industrial, scientific, literary, or artistic fields.

2. No Transfer of ownership of any intellectual property should occur under this contract. The Bidder shall ensure that while it uses any software, HW, processes or material in the course of performing the service, the Bidder shall have no right to use in any manner the intellectual property of the purchaser without prior written authorization of the purchaser. the Bidder shall keep the Purchaser indemnified against all costs, expenses, and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder during the course of performance of the Services.

3. The Bidder shall not issue any press release, interview or other public statement regarding this Document or the parties' relationship. The Bidder shall not use the name of the purchaser for any of its marketing or presentation activities. The Bidder shall be allowed to use the copyright, license (if any) required to deliver Services in terms and conditions of this RFP, which are required including the right

to work on the system of purchaser. Neither of the parties shall publicly disclose the terms of this RFP with prior consent of the non- disclosing party.

4. Purchaser shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, software, specifications, reports, diagrams, and other documents which have been developed by the Bidder during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the Purchaser and execute all such Documents/documents and file all relevant applications, effect transfers, and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.

4.15. Document Ownership and Retention

1. The Purchaser shall own the Documents, prepared by or for the Bidder arising out of or in connection with this Contract.

2. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

4.16. Equipment's Ownership

1. The Purchaser shall own the assets/components including but not limited to equipment, software, licenses, processes, Documents, etc., supplied by the Bidder arising out of or in connection with this Contract

2. However, all the risk and liability arising out of or in connection with the usage of the equipment, assets/components during the term of the Contract shall be borne by the bidder.

4.17. Indemnity

The Successful bidder agrees to indemnify and old harmless to purchaser office, its officers, employee and agents (each as "Indemnified Party") promptly upon demand at any time and from time to time from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way related to, or result from:

1. Any Mis- statement or any breach of any representation or warranty made by the Successful bidder or

2. The failure by the Successful bidder to fulfil any covenant or condition contained in this Document,

3. Including without limitation the breach of any terms and conditions of the Contract by any employee or agent of the Successful bidder. Against all losses or damages arising from claims by third Parties that any

Deliveries (or the access, use or other right thereto), created by Successful bidder pursuant to this Contract, or any equipment, software, information, methods of operation or other intellectual property created by Successful bidder pursuant to the contract, or the SLA

    a. infringes a copyright, trademark, trade design enforceable in India,

    b. infringes a patent issued in India, or

    c. constitute misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (Collectively, "Infringement Claims").

4. Any compensation/claim or proceeding by any third party against purchaser arising out of any act, deed, or omission by the Successful bidder or

5. Claim filled by the workman or employee engaged by the Successful bidder of carrying out work related to this contract. For the avoidance of doubt, indemnification of Losses pursuant to this carrying out work related to this contract. For the avoidance of doubt, indemnification lo Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred. Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

6. The amount of aggregate liability shall be maximum up to 100% of contract price.

4.18. Confidentiality

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

2. The Bidder shall not, either during the term or 6 months after expiration of this Contract, disclose any Proprietary or Confidential Information relating to the Services, Contract, or the Architectures such as Cloud Solution architecture, Functional architecture, Business architecture, Security architecture, Network architecture and DC & DR architecture, Purchaser's business, or operations without the prior written consent of the Purchaser

3. The Bidder may only disclose Confidential Information in the following circumstances:

    a. with the prior written consent of the Purchaser.

    b. to a member of the Bidder's Team ("Authorized Person") if:

        i. the Authorized Person needs the Confidential Information for the performance of obligations under this Contract.

        ii. the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this Contract

        iii. If the information is already made available in any public domain

4. The Bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality Agreement with the members of the subcontractors and other service provider's team members to the satisfaction of the Purchaser

5. The Bidder shall sign a Non-Disclosure Agreement (NDA) with the Purchaser.The Bidder and its antecedents shall be bound by the NDA. The Bidder shall be held responsible for any breach of the NDA by its antecedents or delegates.

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

7. The Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause.

4.19. Taxes

1. Income tax shall be deducted at source by Purchaser from all the payments made to Bidder according to the Income tax Act, unless valid and complete documents for IT exemption are submitted by the Bidder prior to release of payment. A certificate shall be provided by Purchaser to the Bidder for any tax deducted at source

2. The Bidder shall bear all personnel taxes levied or imposed on its personnel, or any other member of the Bidder's Team, etc. on account of payment received under this Contract. The Bidder shall bear all corporate taxes, levied, or imposed on the Bidder on account of payments received by it from the Purchaser for the work done under this Contract.

3. The Bidder shall bear all taxes and duties etc. levied or imposed on the Bidder under the Contract including but not limited to GST, Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof during the entire contract period, i.e., on account of material supplied and services rendered, and payments received by him from the Purchaser under the Contract. However, Bidder will recover all the Indirect taxes from DIC on Actuals at the rate prevailing at the time of Billing and DIC will also be responsible for any newly Introduced taxes. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Purchaser such information, as it may be required regarding the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Bidder original certificates for tax deduction at source and paid to the Tax Authorities.

4. If there is any reduction in taxes / duties/levies due to any reason whatsoever, after Notification of Award, the difference shall be passed on to the Purchaser. In case of increase in taxation, Purchaser shall pay the tax as applicable.

5. The Bidder agrees that he and his Team shall comply with the Indian Income Tax act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.

6. The Bidders shall fully familiarize themselves about the applicable domestic taxes (such as value added or sales tax, service tax, income taxes, duties, fees, levies, etc.) on amounts payable by the Purchaser under the Agreement. All such taxes must be included by Bidders in the financial proposal. (Bidder to find out applicable taxes for the components being proposed.)

7. Should the Bidder fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, the Bidder shall pay the same. The Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this

Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against the Purchaser/Prime Bidder.

8. The Purchaser shall if so, required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

4.20. Warranty

1. A comprehensive on-site warranty and Annual Maintenance support on all goods supplied under this contract shall be provided by the respective Original Equipment Manufacturer (OEM) through Bidder's engineers till the end of the Contract.

2. Technical Support for software shall be provided by the respective OEM for till the end of the contract period. The Technical Support should include all updates and patches to the respective Software for the above stated period.

3. The Bidder warrants that the goods supplied under the Contract are new, non-refurbished, unused, and recently manufactured; shall not be nearing End of sale / End of support; and shall be supported by the Bidder and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract. The Bidder warrants that the goods supplied under this contract shall be of the reasonably acceptable grade and quality and consistent with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.

4. The Bidder further warrants that the Goods supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture, or workmanship (except insofar as the design or material is required by the Purchaser's Specifications)

5. The Purchaser shall promptly notify the Bidder in writing of any claims arising under this warranty.

6. Upon receipt of such notice, the Bidder shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract.

7. If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract.

4.21. Change Orders/Alteration/Variation

1. The Bidder agrees that the system requirements/quantities/licenses/specifications and Service requirements given in the RFP are minimum requirements and are in no way exhaustive and guaranteed by the Purchaser
   a. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the quantities, specifications, diagrams etc. of the RFP which the Bidder had not brought to the Purchaser's notice till the time of award of work and not accounted for in his Bid shall not

constitute a change order and such upward revisions and/or addition shall be carried out by the Bidder without any time and cost effect to Purchaser

b. It shall be the responsibility of the Bidder to meet all the performance and other requirements of the Purchaser as stipulated in the RFP/Contract. Any upward revisions/additions of quantities, specifications, technical manpower, Service requirements to those specified by the Bidder in his bid Documents, these changes shall be carried as per mutual consent.

2. The Purchaser may at any time, by a written change order given to the Bidder, make changes within the general scope of the Contract. The Purchaser shall have the option to increase or decrease (decrease only if communicated to Bidder prior to availing of Services/dispatch of Goods/Equipment) the quantities, licenses and/or specifications of the Goods / Equipment to be supplied and installed by the Bidder or Service requirements, as mentioned in the Contract, at any time during the Contract period.

3. The written advice to any change shall be issued by the Purchaser to the Bidder up to 4 (four) weeks prior to the due date of provisioning/supply of such Goods/Equipment or commencement of Services.

4. In case of increase in quantities/licenses/specifications or Service requirements or in case of additional requirement, the rate as provided in the Contract shall be considered as benchmark rates for procurement of the additional requirement from the Bidder. However, based on the industry trends, Purchaser retains the right to review these rates. The additional requirement shall also be governed by the same terms and conditions as provided in the Contract except for the appropriate extension of time to be allowed for delivery/installation of such extra Goods/Equipment or for commencement of such Services. In case of decrease in Quantities or Specifications of Goods/Equipment or Service requirements, the Bidder shall give a reduction in price at the rate given in the Contract corresponding to the said decrease.

5. In case applicable rates for the increase/decrease in question are not available in the Contract then the rates as may be mutually agreed shall apply. The Bidder shall not be entitled to any claim by way of change of price, damages, losses, etc. The Bidder shall be compensated at actual for any cancellation charges provided the claim is duly supported by documentary evidence of having incurred cancellation charges, which results from Purchaser's action in reducing/cancelling Scope of Work.

4.21.1. Conditions for Change Order

1. The change order shall be initiated only in case (i) the Purchaser or Purchaser's Technical

2. Representative directs in writing the Bidder to incorporate changes to the Goods or design requirements already covered in Contract(ii)thePurchaserorPurchaser's Technical Representative directs in writing to the Bidder to include any addition to the Scope of Work or Services covered under this Contract or delete any part thereof, (iii) Bidder requests to delete any part of the work which shall not adversely affect the operational capabilities and functioning of the system and if the deletions proposed are agreed to by the Purchaser and for which cost and time benefits shall be passed on to the Purchaser

3. Any change order comprising an alteration which involves change in the cost of the Goods and/or Services (which sort of alteration is hereinafter called a "Variation") shall be the subject of an amendment to the Contract by way of an increase or decrease in the Contract Value and adjustment of the implementation schedule if any.

4. If the Contract provides applicable rates for the valuation of the variation in question the Contract Value shall subject to Clause below be increased or decreased in accordance with those rates.

5. If parties agree that the Contract does not contain applicable rates or that the said rates are inappropriate or the said rates are not precisely applicable to the variation in question, then the parties shall review the Contract Value which shall represent the change in cost of the goods and/or works caused by the Variations. Any change order shall be duly approved by the Purchaser in writing.

6. If there is a difference of opinion between the Bidder and Purchaser's Representative on whether a particular item, work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in clause **10.21 (Change Orders/Alteration/Variation)**

4.21.2. Procedures for Change Order

1. Upon receiving any revised requirement/advice, in writing, from the Purchaser or Purchaser's Technical Representative, the Bidder would verbally discuss the matter with Purchaser's Representative.

2. In case such a requirement arises from the side of the Bidder, he would also verbally discuss the matter with Purchaser's Representative giving reasons thereof.

3. In either of the cases as explained in above two Clauses, the representatives of both the parties shall discuss the revised requirement for better understanding and to mutually decide whether such requirement constitutes a Change Order or not.

4. If it is mutually agreed that such a requirement constitutes a "Change Order" then a joint memorandum shall be prepared and signed by the Bidder and Purchaser to confirm a "Change Order" and basic ideas of necessary agreed arrangement.

5. Bidder shall study the revised requirement in accordance with the joint memorandum under above Clause (4) above and assess subsequent schedule and cost effect, if any.

6. Upon completion of the study referred to Clause (5) above, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the Purchaser to enable the Purchaser to give a final decision whether Bidder should proceed with the Change Order or not in the best interest of the works.

7. The estimated cost and time impact indicated by Bidder shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement Change Order.

8. The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents.

9. In case Bidder fails to submit all necessary substantiation/calculations and back up documents, the decision of the Purchaser regarding time and cost impact shall be final and binding on the Bidder.

10. If the Purchaser accepts the implementation of the Change Order in writing, which would be considered as Change Order, then Bidder shall commence to proceed with the enforcement of the Change Order pending final agreement between the parties with regard to adjustment of the Contract Value and the Schedule.

11. In case, mutual agreement under, i.e., whether new requirement constitutes the Change Order or not, is not reached, then Bidder in the interest of the works, shall take up the enforcement of the Change Order, if advised in writing to do so by Purchaser's Representative pending settlement between the two parties to the effect whether such requirement constitutes a Change Order or not as per the terms and conditions of

Contract Documents. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a change order, the same shall be compensated considering the records kept in accordance with the Contract.

12. The Bidder shall submit necessary back up documents for the Change Order showing the break-up of the various elements constituting the Change Order for the Purchaser's review. If no agreement is reached between the Purchaser and Bidder within 60 days after Purchaser's instruction in writing to carry out the change concerning the increase or decrease in the Contract Value and all other matters described above, either party may refer the dispute to arbitration.

4.21.3. Conditions for Revised Work / Change Order

The provisions of the Contract shall apply to revised work / change order as if the revised Work / Change Order has been included in the original Scope of Work. However, the Contract Value shall increase/decrease and the schedule shall be adjusted on account of the revised work / Change Orders as may be mutually agreed in terms of provisions set forth. The Bidder's obligations with respect to such revised Work / Change Order shall remain in accordance with the Contract.

4.22. Termination

4.22.1. Termination for Default

Purchaser may, without prejudice to any other remedy for breach of contract, by written 30 days' notice of default sent to the Successful Bidder, terminate the Contract in whole or part.

If the Successful Bidder fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to conditions of contract clause or if the Successful Bidder fails to perform any other obligation(s) under the Contract.

In the event that Purchaser terminates the Contract in whole or in part, pursuant to the conditions of contract clause, it may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered, and the Successful Bidder shall be liable to pay Purchaser for any excess costs for such similar systems or services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.

4.22.2. Termination for Insolvency

Purchaser may at any time terminate the Contract by giving a written notice of at least 30 days to the selected proposer if the selected proposer becomes bankrupt or otherwise insolvent.In such event, termination will be without compensation to the selected proposer, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Purchaser.

4.22.3. Termination for Convenience

Purchaser, by 30 days' written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Purchaser's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and

the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by the successful bidder would be paid by Purchaser.

4.23.   Liquidated Damages

Time is the essence of the Contract, and the delivery dates are binding on the Implementation Agency. In the event of delay or any gross negligence in implementation of the project before Go-Live, for causes solely attributable to the Implementation Agency, in meeting the deliverables, the Purchaser shall be entitled at its option to recover from the Implementation Agency as agreed, liquidated damages, a sum of 0.5% of the value of the deliverable which suffered delay or gross negligence for each completed week or part thereof subject to a limit of 10% of the Invoice value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Purchaser under the contract and law.

4.24.   Transfer of Ownership

The Bidder must transfer all titles to the assets and goods procured for the purpose of the project to the Purchaser at the time of delivery of assets and goods. This includes all licenses, titles, source code, certificates, hardware, devices, equipment's etc. related to the system designed, developed, installed, and maintained by the Bidder.

4.25.   Limitation of the Bidder's Liability towards the Purchaser

1. Except in case of gross negligence or wilful misconduct on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in carrying out the Services, the Bidder, with respect to damage caused by the Bidder to Purchaser's property, shall not be liable to purchaser:
   a. For any indirect or consequential loss or damage; and
   b. For any direct loss or damage that exceeds (A) the total payments payable under his contract to the Bidder hereunder, or (B) the proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (A) or (B) is higher.
2. This limitation of liability shall not affect the Bidder liability, if any, for damage to Third Parties caused by the Bidder or any person or firm/company acting on behalf of the Bidder in carrying out the Services. Limitation of liability, including for damage to Third Parties, shall be to the extent of 100% of the total cost of the project calculated up to and as on the date when such section / clause is required to be invoked.

4.26.   Conflict of Interest

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

4.27.   Force Majeure

1. Force Majeure shall mean an event beyond the control of the Parties, and which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:
   a. act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves, and floods).
   b. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo.
   c. rebellion, revolution, insurrection, or military or usurped power, or civil war.
   d. contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
   e. riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or
   f. acts or threats of terrorism
2. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the RFP. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract. However, the Bidder shall note that cyber-attack, corruption of information, software corruption, destruction of information, virus attack in the system or any such software malfunction shall not constitute a Force Majeure event and the rectification of the same shall be borne by the Bidder.
3. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser shall make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate DR or any failure in setting up a contingency mechanism would not constitute Force Majeure, as set out above.
4. In case of a Force Majeure, all Parties shall endeavour to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure
5. In case of Force Majeure, all the Parties shall bear their own costs, and the Purchaser shall not be liable to the Bidder for any costs that the latter incurs on account of such Force Majeure
6. In the event that the Force Majeure continues for 180 (one hundred and eighty) days, the Contract shall be deemed to have been terminated

4.28.   Exit Management Plan

The successful bidder would be required to complete following activities:

1. This Exit Management plan shall be furnished in writing to the Purchaser or its nominated agencies at least 180 days before expiry of the contract.
2. Create the environment in the client identified data center and migrate all applications with data.
3. Retain the data at the end of the agreement (for a maximum of 60 days beyond the expiry of the Agreement). If data is to be retained the cost for retaining the data may be obtained in the commercial quote.
4. Once the exit process is completed, remove the data, content and other assets from the cloud environment and destroy the VM, Content and data of the Purchaser.
5. Support and assist Purchaser for a period of 2 months to successfully deploy and access the services from the new environment.
6. Train and transfer the knowledge to Purchaser to ensure similar continuity and performance of the Services post expiry of the Agreement.
7. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with Purchaser.

4.29.   IT Act 2008

Besides the terms and conditions stated in this RFP, the contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2008 (Amendment) and any amendments thereto (hereinafter referred to as ITA 2008).

5. Scope of Work (SoW)

5.1. Introduction

The purchaser desires to procure services of agency for Technical Administration of DIKSHA Platform for an initial period of **5 (Five)** years initial contract and later extendable to maximum of **2 (two)** additional years (up to one year at a time). However, the discretion for extending the contract shall rest with the purchaser on the same terms and conditions provided under this RFP and acceptance of both the parties. The rates discovered at the bidding stage shall be prevalent/applicable for the initial contract period of **5 (three)** years, however, during the extension period the service provider shall provide for rates which shall preferably be **less than or equivalent to rates** discovered during bidding stage (in accordance with the prevalent rates in market). The same shall be mutually agreed with at the time of extension.

1. It is the responsibility of the selected bidder to ensure delivery of all the Scope of Work and Bill of Material (BoM) as per this RFP.
2. It is clarified that in case the successful bidder's contract is NOT extended/renewed by DIC at any point of time during the contract period or during the extension, then purchaser reserves the following rights-
    a. To terminate the contract, OR

b. To conduct an audit of the selected bidder's infrastructure (through a purchaser nominated agency) for the services (as part of this RFP and corrigendum). The entire cost of such an audit (if conducted) shall be borne by the selected bidder; such an audit shall be conducted as per DIC guidelines only including the frequency of audit.

5.2. Scope of Services

DIKSHA is built using Sunbird ED, a fully functional solution building block that is open sourced under MIT license and is part of Sunbird, a "Made in India, Made for the World" digital public good (DPG). Entire Sunbird-ED assets (source code, documentations, scripts, etc.) are available on GitHub under MIT license and are actively maintained by the Sunbird open-source community. Sunbird and Sunbird-ED are globally recognized by the international Digital Public Goods Alliance and are listed in their directory as global DPG. The selected bidder shall leverage the existing Sunbird Ed instance to build future enhancements on top of it. The selected bidder shall also consume & deploy the Sunbird Ed updates on the platform.

The objective of this request for proposal is selection of technical partner for technical administration of DIKSHA & enabling further enhancements in the platform as per requirements. The purchaser may increase / decrease team size as per requirements / priority areas of MoE.

To align with this objective, the selected bidder's scope of work is broadly categorized as follows:

a. **Team Onboarding & Transition**– Onboarding of technical resources in a phased manner as per the various tracks. Complete knowledge transition of all applications, from the existing technical partner.
b. **Application Development and Maintenance** – enable agile software development following industry standards and Software Development lifecycle.
c. **Build, Test and Deployment** – provide latest updates, patches, version updates for different applications using a standard build, test and deployment process and introducing innovations like automation of processes.
d. **Provisioning of tools** – provision & manage tools used on a day-to-day basis for performing various tasks including support, technical development, ticket management, testing, network operations monitoring, etc.
e. **Helpdesk services** – provide technical / non-technical support to ecosystem partners, dev teams, and central / state organizations for various processes linked to DIKSHA / Sunbird Ed.
f. **Enable annual strategic goals**– assist in achieving the annual strategic goals as per the priority areas of the Ministry of Education.
g. **Application Operations** – provide day-to-day technical operations support for DIKSHA and related issues (network operations to be maintained 24*7).

The selected bidder is expected to adopt industry-standard best practices, methodologies, and standards that are aligned to the Architecture principles defined here.

The selected bidder is expected to meet the following key expectations:
   i.   As-Is Maintenance of DIKSHA & related platforms

ii.   Planning of enhancements, bug fixes and software releases in general.
iii. Performance Benchmarking of applications (DIKSHA, VidyaDaan, related applications etc.) on efforts to enhance and upgrade the current Cloud infrastructure, as well as in planned data/ application migration activities.
iv.   Collaborate with the Current Technical Partner for any application environment-related technical issues.

During the contract period, the selected bidder shall also be required to collaborate with Current Technical Partner (CTP) and/ or other designated agencies that are empanelled with purchaser, for specific assignments.

This shall inter-alia meet the following key expectations:
i.   Transition and resource onboarding of the projects undertaken by CTP or other designated agencies,
   a. For such projects, selected bidder to work in compliance with all SLAs. However, the selected bidder may seek waiver of specific SLAs for a specific process or period, However the decision of the purchaser on the relaxation of SLA will be considered as final and binding on the bidder. As per the priority areas and annual goals SLAs may be revised on a year-to-year basis.
   b. After knowledge transfer (KT), selected bidder to take over the projects undertaken by CTP as per the timelines mentioned in table No.7. However, in case of any observation, the selected bidder may seek clarifications from CTP or other designated agencies and accept once the clarifications have been provided by CTP or other designated agencies within 7 days.
ii.   Collaborate with CTP and/ or other designated agencies to complete the knowledge transfer & documentation and integrate their projects into the build & release management lifecycle

For day-to-day project execution, the selected bidder is required to perform the following activities:

i.   Application development, maintenance, bug fixing & reporting for day-to-day operations for DIKSHA application,
ii.   Interact with purchaser's team (any designated agency) for effective oversight of the DIKSHA project as per the project governance mechanism set up by purchaser
iii. Identify, track, and resolve all application related issues identified by development team or highlighted by purchaser/ end users
iv. Present project status & future roadmap to the project steering committee and other stakeholders (Reporting formats to be finalized in consultation with purchaser).
v.   Purchaser may define the annual goals as per the priority areas and the selected bidder shall work towards achieving the same in the time bound manner.

The expectations outlined above are only a high-level guideline for the activities to be performed by the selected bidder during the contract duration.

The selected bidder shall also propose further areas of improvement and new processes to strengthen overall project delivery, and after taking the necessary approvals from the purchaser, institutionalize these processes within the NDEAR DIKSHA ecosystem.

Given the likely future direction of the education ecosystem taking guidance from NDEAR (learner-centricity, interoperability, reusability, scalability) and NEP 2020 (FLN, Teacher Training, Adult Education, Inclusive Education,

Personal Adaptive Learning, Virtual Labs, use of emerging technologies), it is imperative that the software development life cycle adopted by the selected bidder is dynamic and flexible enough to accommodate modern technologies and fast-changing requirements. The selected bidder is expected to support purchaser in these efforts and ensure rapid, iterative, and seamless deployment of new features, within the existing application suite with high performance & reliability. The selected bidder shall also plan, schedule, and implement all maintenance-related and enhancement-related releases over the course of the contract.

Further details on the scope of work objectives are elaborated in the sections below.

5.3. Transition Phase

After the onboarding of the selected bidder team into the project, the "Transition Phase" of the project would commence. This is a phase, where knowledge and resources of all existing applications, processes, project assets, and documentation of the incumbent CSP and CTP will be transitioned to the selected bidder.

==Purchaser / selected bidder / Current Technical Partner can provide support in Transition only till Stage 2 of this Phase.== On completion of this phase, the selected bidder shall take complete control of all applications, and seamlessly begin executing their project responsibilities (i.e., design, development, deployment, and maintenance of the DIKSHA application stack).

The transition process of the selected bidder includes the following three stages:

5.3.1. Stage 1 – Planning and Knowledge Transition (T+3 months)

a. The selected bidder should work with CTP and other designated teams to create a detailed transition plan covering all the steps and have this approved by the purchaser. This would include:
    i. Setting up of the core team handling the transition in each application track.
    ii. Defining the scope and schedule of transition.
    iii. Understand current service level agreements.

b. The selected bidder shall complete a detailed knowledge acquisition of all DIKSHA application(s) and modules, data management, processes, policies, standard operating processes (SoPs), and all other activities relevant to this transition. If there is a need for asset acquisition or transfer during this period, the selected bidder will do due diligence on the same.

c. The selected bidder shall identify potential risks and put in place mitigation plans for the same keeping in mind uninterrupted service as the goal.

d. During this period, the selected bidder would support the CTP and other purchaser's designated teams to document all processes and procedures, including the system and application configurations, design, and architecture for all application components, including UI, databases, middleware, APIs; in production, pre-production, UAT, staging, QA environments and testing, QA, and acceptance procedures.

e. The selected bidder should plan an outline of all activities to be performed for the entire transition period, with stage-wise and interim milestones precisely defined. This plan should also include a detailed list of all

services and assets that should be transitioned from the respective stakeholders (Purchaser, CTP). This list would include the source code repository, all application-related documents, among others.

f. The selected bidder shall set up live activity monitoring dashboards, to manage all activities for the transition activities and using which purchaser stakeholders should be provided with a real-time status update of the transition period activities.

g. This stage shall be completed at (T+3 months), where T = date of contract signing between purchaser and selected bidder.

5.3.2. Stage 2 – Takeover of DIKSHA Technical Operations & Undertake Application Enhancements

a. The selected bidder shall support in the execution of current development and maintenance, testing, operations activities (as needed by the purchaser) during this period.

b. The selected bidder will have to build and release all the applications, with minor enhancements and bug fixes, across all existing environments (QA, Staging, UAT, Pre-Production, and Production). The selected bidder shall also demonstrate capabilities to maintain all the applications.

c. Identify improvement areas and specific recommendations for future application improvement goals

d. The selected bidder shall completely take over the entire DIKSHA technical operations. This should include keeping all existing source code in the source code control repository, design & architecture for all applications and all project-related documentation.

e. The selected bidder shall ensure adherence to the SLAs defined for this period.

f. The selected bidder will be required to submit a final transition completion report at T+75 Days (where T = date of contract signing between purchaser and selected bidder) to the purchaser. This report should include the following.

  i. Progress outlining the acquisition of DIKSHA applications, and the plan to implement the approved application improvement areas (i.e., recommendations outlined in Stage 2 'State of application' reports and approved by purchaser).

  ii. Comprehensive repository for all application and project-related documents.

5.4. NoC and SoC Operations

a. The IT professionals onboarded will provide dedicated NoC services which ensures smooth functioning of the network, hardware, software, applications deployed in Cloud for business needs and focuses on reducing system downtime while maintaining or improving performance and availability.

a. The team will perform SOC operations and continuously monitor and improve the security posture while preventing, detecting, analysing, and responding to cybersecurity incidents.

b. The team will continuously monitor the application performance, and availability along with managing the overall health of the infrastructure by monitoring the cloud infrastructure resources, troubleshooting and fixing.

c. The team will ensure proper access management to the cloud infrastructure resources, tools and software used across all the environments.

d. The team will manage third party tools, licenses, and upgrades used across all the environments.

e. The team will take care of application build, test, and deployment processes, which includes providing regular hotfix release builds and deployments that are carried out by pre-defined deployment instructions.

f. The team will be taking regular data backup and restore the same to mitigate disruption of product and services due to a disaster or an issue in the data.

g. The team will be carrying out regular cloud infrastructure audits to evaluate and assess the current state of the systems from performance, security, and cost standpoint.

h. The team will take necessary measures (to detect, analyse, respond to, report on) to prevent cybersecurity incidents to maintain data security and privacy.

i. The team will do continuous monitoring and analysis of the activities across networks, endpoints, servers, and databases to ensure timely detection and reporting of security incidents.

j. The team will try its best to anticipate, prepare, respond to, and adapt to both incremental changes and tackle any sudden disruptions from an external perspective.

k. The team will implement measures to deal with any sort of disruptions (known / unknown) encountered and maintain Continuity & Quality of Service.

l. The NOC / SOC services to be provided 24*7 ensuring uptime as per pre-defined SLAs. The selected bidder has to provision deployment of resources accordingly in different shifts.

Expected timelines of completion

	Task	Expected Time
i.	Managing Application Health	Reporting issue within 30 mins with status update every 2 hours
ii.	Incident Report post closure	48 hours post closure
iii.	RCA report with corrective and preventive measures	Within 2 weeks of incident
iv.	Access to Cloud Infrastructure resource tools and software across all environments post approval	4 hours
v.	Regular and hotfix build deployment	3 - 6 hours baked on data updates or database migration
vi.	Infrastructure audit with recommendation and action plan	2 weeks

Note: Currently, DIKSHA is hosted on Azure cloud & purchaser is in the process of floating separate RFP for procurement of cloud services. NOC / SOC resources shall have adequate expertise to manage different cloud environments.

5.5. Helpdesk Support

a. The IT professional onboarded will act as the first point of contact for the issues reported by various stakeholders (states, students, teachers, administrators, content providers and other stakeholders)

b. The team, through a help desk support, will enable users to register a new ticket either via email or the CRM portal. The ticketing solution may cater to report bugs, enhancements, and feedback.

c. Once the ticket is received, the team shall acknowledge the ticket by providing an appropriate response either via automated acknowledgement or custom response through human intervention.

d. The team will assist the user and provide clarifications about the issue raised and categorically track the same for its resolution / closure.

e. The team will provide timely resolutions to all the issues raised and escalate at appropriate levels to help close the tickets within the agreed SLA/ETA.

f. Provide periodic reports and present the same to the major stakeholders.

g. The helpdesk support services to be provided 8*5. However, the purchaser may require a support team to work late hours / on off days / weekends as per project procurement.

Expected timelines of completion

#	Task	Expected Time
i.	Registering a new ticket	2-10 mins based on complexity and detailing of the issue
ii.	First Acknowledgement	Within 4 business hours of raising the issue
iii.	Process of escalation	10 mins from current state to marking it in escalation state
iv.	Final Resolution of issue	1-2 business days for high severity issue to 1 quarter for lowest severity level

5.6. Reporting and Analytics

a. The IT professional onboarded will be responsible for generating ad hoc reports for the program and solution teams to give them quick insights from the data.

b. The team will be having special emphasis on data and try their best to provide data insights for different teams and programs leveraging analytics, visualizations, and reporting services.

c. The team shall resolve all the data anomalies by properly debugging and resolving the same at the agreed upon timelines along with generating appropriate reports for the same.

d. The team shall generate appropriate scripts to validate the data pipeline or any other process for validation.

e. The team will be responsible for developing reports as per the KPIs finalized in consultation with NCERT, MoE and as per the requirement of key stakeholders. The system shall emit data in the form of CCC (Command and Coordination Centre) and generate meaningful insights to enable data driven decision making.

Expected timelines of completion

#	Task	Expected Time
i.	Ad hoc report generation	1 to 3 weeks
ii.	Resolving data anomaly	2 to 5 business days
iii.	Scripting for monitoring and data sync	3 to 7 business days

5.7. Software Development & Customization

a. The IT professional onboarded will build SOPs, KPIs, document the processes and understand the software that are currently being used in different tracks (whether built in-house or procured at cost).
b. The team shall be responsible for undertaking required software development/customizations required to support the ever-evolving use cases of DIKSHA.
c. The team will conduct user & market research and work with program team to determine and establish user needs and requirements
d. The team will develop prototypes & submit for approvals for go-ahead for further development.
e. The team will understand the requirements, do the tech design, and develop the code. The same will be tested for completeness
f. Develop & enhance mobile application of DIKSHA for Android and IOS based handsets
g. Make the user interface and experience (UX/UI) more intuitive and user friendly.
h. Ensure DIKSHA applications have accessibility features for users with special needs (visual and hearing challenged)
i. The team will make continuous changes, enhancements, and modifications to the overall documentation on DIKSHA portal, release notes, FAQs etc.
j. The team will build out DIKSHA from the current Sunbird version and continue to enhance and contribute back to the Sunbird community
k. This team will build DIKSHA for Scale with a focus on doing pilots and building experiment solutions.

Apart from above, the selected bidder shall support in smooth operations of various programs & verticals being rolled out from time catering to various stakeholders:

a. Assist in integrating assistive tools and technologies for children with special needs.
b. Enable various features / capabilities as per purchaser requirements (which includes but is not limited to: Personalized Adaptive Learning (PAL), digital assessment tools, Professional development programs, rapid surveys and organize quizzes & events, etc.)
c. Assist in onboarding of new programs / verticals / tenants on DIKSHA.
d. Assist in enabling & managing & variety of e-contents on DIKSHA i.e. gamified learning, Augmented Reality (AR), Virtual Reality (VR), virtual schools, OLABs, Curriculum based 3D Content, virtual labs, etc.

e. Improve data visualization through analytics, the team will help to build an artificial intelligence supported data analytics and reporting applications for Vidya Samiksha Kendra (VSK) for better implementation of policy directions

f. Ensure DIKSHA platform is compliant with NEP 2020 and NDEAR vision and assist in achieving various focus areas of NEP 2020.

g. The team needs to ensure that the DIKSHA APIs & NDEAR Sandbox are maintained & enhanced on a periodic basis. The intent is to enable various ecosystem partners such as Central/States/UT departments, private service players, NGOs, and civil societies, (collectively described as "Application Service Providers" (ASPs)), who wishes to provide education related services to develop and rollout software solutions compatible with NDEAR leveraging DIKSHA platform & supporting solutions.

h. Multiple ecosystem partners including technology firms who have shown interest to contribute & leverage technology solutions, digital tools, content etc through VidyaDaan as well as NDEAR DIKSHA Infrastructure (Sandbox environment & APIs). The selected bidder shall provide necessary technology support for enabling partner ecosystem.

i. Digital education ecosystem is evolving in nature and DIKSHA caters to various new use cases emerging from NEP, NDEAR, and various consultation workshops with Centre, States, U.T.s and ecosystem partners. Purchaser in consultation with other stakeholders in the education ecosystem will prepare an annual strategy plan for DIKSHA.The selected bidder shall provide necessary technology support & application development for enabling the same in the time bound manner.

5.8. Software Quality Assurance & Testing

a. The IT professional onboarded will set up a Quality Assurance team to assess and collectively work on ensuring that a good quality release is developed and deployed, as per the requirements.

b. The team will ensure that the quality and tested changes are being deployed in DIKSHA following industry and specific governance standards.

c. The team will provide a detailed lineout of the testing cycles in multi-step processes by identifying a release scope till the final deployment in the production, and post release bug analysis related to that release.

d. The team will create and maintain test cases, user stories etc. and will be responsible for execution of test cases and updating results.

e. The team will be responsible for raising defects in the ticket management tool for failed test cases, tag it to the main issue ID etc.

f. The team will be responsible for reporting test results and analysis by providing daily reports to all the stakeholders on test status, defects raised/pending, execution status etc. Identifying the areas which need to be improved in the next release through retrospect meetings.

g. The team will be responsible for performance testing to determine how a system performs in terms of responsiveness and stability under a particular workload.

Expected timelines of completion

#	Task	Expected Time
i.	Test case Execution on pre-production for a new release upgrade	3 weeks
ii.	Hotfix verification for bugs / issues	2 - 5 days
iii.	Performance / Benchmarking Testing of APIs	1 - 3 weeks

5.9. Operations Engineering team

a. The team will ensure the highest quality of performance and should take care of the bug fixing involving activities performed by their L2 Support and Engineering Teams. It shall involve request acknowledgement, analysis, assistance, escalation, resolution and closure of the bugs.
b. The team will do a thorough User Acceptance Testing for new releases and hot fixes. With proper procedure of post-verification, new features addition, bugs, and enhancements etc. the final code shall be signed off to production.
c. The team will perform load testing, performance testing etc. of the APIs and Components by evaluating their throughput and performance stats, understand response time and correct hardware and application configurations.
d. The team will manage operational readiness for Application and setting the Notifications customized for DIKSHA.

Apart from above, team will also be performing following tasks:

a. The IT professional onboarded will ensure a smooth process of onboarding of states, education bodies, Ecosystem players, other entities onto DIKSHA by taking care of all the workflows and managing related tenants and accounts.
b. The team will ensure proper enablement of the tenant and its users while ensuring there is a seamless access to the DIKSHA platform.
c. The team will ensure that all the service requests are catered to verify the UAT cycles and production environments while ensuring that all the tools, scripts and APIs are working properly.
d. The team, apart from usual onboarding activities, intend to develop tools and maintain them to support the onboarding process, data validations, data display and verifications.
e. The team shall manage multiple accounts for APK deployment, data extraction, user, and role management, extracting the required reports, managing the projects, managing user-based and role-based access etc.
f. The team shall manage the end-to-end configuration wherein we shall be managing every service request, hotfixes, releases to the UAT and production environments and configurations on the page, forms, system settings, primary category definitions etc.

Expected timelines of completion

#	Task	Expected Time
i.	Onboarding a new tenant	1 to 7 business days
ii.	UAT and production verification cycle	8 to 10 business days
iii.	Managing accounts for DIKSHA	On demand request with 2 - 4 business days for completion
iv.	Managing Tenant Configuration	1-5 business days

A Project Management Committee which is set up by DIC will conduct quarterly reviews on different aspects including these timelines and recommendation therein will be considered for payment and future course correction.

5.10. Cloud Migration Activities

Purchaser is in the process of procuring cloud service provider through a separate procurement process. Therefore, cloud migration would also be part of the scope of the work (if incumbent CSP is replaced by new CSP) of the selected bidder. The purchaser may ask for deployment of technical resources (number of resources currently envisaged is 4, however skillset and number of resources may vary as per requirement)for cloud migration after finalization of CSP selection process. Cloud migration plan will be finalized in consultation with key stakeholders and the selected bidder.

5.11. Project Timelines

S. No.	Activity	Target for completion or Duration of activity (T being date of signing of contract)
1	Onboarding of team members for following 2 tracks 　i.　NOC – SOC ops. 　ii.　Helpdesk Support	T+ 15 Days
2	Planning and Knowledge Transition - Initiation	T+15 Days
3	Onboarding teams for remaining track(s)	T + 45 Days
4	Knowledge Transition Completion	T + 75 Days
5	Application Development, testing,and Maintenance & enhancements as per priority areas (As per scope of work)	T+ 76 days- ongoing
6	Support in Migration activity	T+60 Days
7	Enhancement as per priority areas	T + 150 Days

Table No. 7: Timelines

5.12. Productivity Tools

The bidder shall provide relevant productivity tools for smooth functioning of the project. Some of the tools being used for various tracks are as follows:

Software	Usage
Track: Helpdesk Support	
Ticketing Software	Issue Ticket creation and user communication
Bug Tracking	Issue/Bug Tracking/Follow-ups/Project Management
Reporting and Management Software	Search for content details, download course reports, change user roles and other user details
Pre-prod portal access	Replicate user reported issues
Storage Space	Storing documentation
Reporting and Visualization	To generate reports and share with stakeholders
Track: Onboarding	
Diksha Support Tool	handle onboarding activities which come via service requests
Track: Performance/Operational Engineering	
Framework process Tool	Framework creation and update process
Geo-location and School Data upload Tool	Location and school data upload per tenant
Notification system	To send push notification to diksha mobile apps based on the board-medium-grade combinations
Questions Bulk upload tool (QuML& ECML)	Creation of questions and question sets, mapping question set to contents and collections
Ad Hoc reports scripts	Ad Hoc reports as requested on-demand
API Testing Tools	For testing the API / debugging the issue
Log Analysis Tools	To check the logs for debugging
Data Exploration	For telemetry / debugging

Debugging Tools	For Debugging of Application
Communication	Communication Medium
Repository	Codebase repository maintenance
Google Play Store Console	Deployment and maintenance of Diksha Mobile App APKs
UI/UX Tools	Maintain designs of landing pages of Diksha
Track: Reporting and Analytics	
Script Development	Developing scripts to provide analytical reports & to monitor activities
Track: NOC and SOC	
Visualization and Reporting	Analytics and interactive visualization web application. It provides charts, graphs, and alerts for the web when connected to supported data sources.
Automation Server	Automate the parts of software development related to building, testing, and deploying, facilitating continuous integration and continuous delivery
Infra and application monitoring tool	Systems monitoring and alerting tool
VPN	Virtual private network connecting to the infrastructure resources securely
Cloud Service	Provision the infrastructure resources, checking health status and raising requests with azure support team
Track: Testing and QA	
Scripting	Automation Test Case writing /Execution
Testing and Scripting for Mobile	Mobile Automation Test Case writing /Execution
Accessibility Software	Accessibility testing
Coding Language	Automation Test Case writing
Performance Testing Software	Performance Testing

5.13.   Project Staff

The selected bidder shall deploy a team of high-quality software engineers and other skilled resources for the period of contract duration, which can be extended at the discretion of the Purchaser. The Purchaser reserves the right to increase or decrease the number and type of resources as per project requirements, at any given point in time. In case of any change in requirements, the selected bidder will provide required manpower as per requirements defined herein.

Competency Requirements

All roles are required to have a basic graduation or post-graduation qualification, with proven expertise in the respective domains. Senior Technical Roles, such as Principal Architect, Technology Architects, Application Architects are required to have an Engineering degree, with qualification of B.E./ B.Tech/ M.Tech./MCA. It is desirable for other candidates to have BE/ B.Tech / Any Graduation with relevant experience; M.Tech/ MSc/ MCA or equivalent; except the Support Team roles which require a Graduate degree.

S. No	Role	Minimum Years of Experience	Skillset
1	Project Manager	12 Years	• Overall project management & SPOC from the bidder side. • Strong Communication Skills • Should have experience of managing large size teams • Should have good presentation skills • Shall coordinate with purchaser on key aspects of the project, present periodic updates, status to key stakeholders
2	• NOC Engineer	2 -4 Years	• Sound Linux fundamentals
			• Strong cloud infrastructure management experience, preferably Azure or AWS
			• Strong CI/CD experience
			• Strong automation experience in Ansible
			• Strong experience in Docker Swarm and Kubernetes
2	• NOC Lead	5 - 7 Years	• Sound Linux fundamentals
			• Strong cloud infrastructure management experience, preferably Azure or AWS
			• Strong CI/CD experience
			• Strong automation experience in Ansible
			• Strong experience in Docker Swarm and Kubernetes

3	• NOC Manager	8 - 10 Years	• Sound Linux fundamentals
			• Hands-on cloud infra experiences, preferably Azure or AWS
			• Hands-on CI/CD experience
			• Hands-on automation experience in Ansible
			• Hands-on experience in containerization and container orchestration tool Kubernetes
4	• Business Continuity Lead	7 Years	• Experience in performing Business Impact analysis
			• Experience in performing Risk Assessments
			• Experience of implementing IT - Business Continuity Plan (BCP) & Disaster Recovery Plan (DRP)
			• Experience in RTO (Recovery Time Objective) / RPO (Recovery Point Objective)
5	• Helpdesk - L1 Agent	2 - 4 Years	• Excellent communication skills
			• Ability to prioritize and multitask efficiently
			• Knowledge of ticket tracking applications
			• Collaborative team spirit
			• Analytical and process-oriented approach
			• Ability to review the tickets and identify information gaps
			• Ability to learn quickly
6	• Helpdesk - L2 Agent	3- 5 Years	• Excellent communication skills
			• Ability to prioritize and multitask efficiently
			• Knowledge of ticket tracking applications
			• Collaborative team spirit
			• Analytical and process-oriented approach
			• Ability to learn quickly
7	• Support Manager	8 - 10 Years	• Excellent communication skills
			• Ability to prioritize and multitask efficiently
			• Knowledge of ticket tracking applications
			• Collaborative team spirit

			• Analytical and process-oriented approach
			• Ability to learn quickly
8	• Lead Analytics	8 Years	• Experience of at least 8 years in configuring and implementing big data analytics solutions
			• Strong understanding of RDBMS, NoSQL and Analytical Databases and Data Stores such as MySQL, Cassandra, MongoDB, Druid • Knowledge of programming languages Python, Apache Spark, Scala and Java. • Ability to learn, understand, configure, and deploy new reporting and analysis tools • Knowledge of distributed computing and big data processing • Experience of direct supervision of a team of analysts • Proficient at absorbing large volumes of complex information, and presenting it in a clear and concise manner to all levels of management· • Experience in finding trends in data sets and developing dashboards to help make raw data more useful to the enterprises • Excellent written and verbal communication skills
9	• Analytics Engineer	3 Years	• Ability to learn, understand, and deploy new reporting and analysis tools • Experience in working with RDBMS, NoSQL and Analytical Databases and Data Stores such as MySQL, Cassandra, MongoDB, Druid
			• Knowledge of programming languages Python, Spark, Java
			• Experience working as part of a data team; preferably as either a data analyst or data engineer
			• Experience in finding trends in data sets and developing dashboards to help make raw data more useful to the enterprise
10	• Tech Lead / Manager	8 Years	• Develop product ideas based on user interests and programs needs
			• Perform market analysis of features and offerings of similar platforms

			• Analyse feasibility and effort estimation
			• Document the wish list of features in a structured manner and develop product roadmap based on feature need, feasibility, effort estimation and priority in consultation with other stakeholders
			• Excellent customer communication skills
			• Prepare schedules for product development for each phase of the product roadmap and monitor progress against targets
			• Thorough understanding of the Sunbird open-source software
			• Open to explore and use open-source technologies
			• Two year of working experience in any one DB of Neo4j, Cassandra, Elasticsearch is preferable
			• Hands-on experience for at least 5 years working and architecting applications with Java, NodeJS, JavaScript, MongoDB, MySQL database • Experience in designing and developing products using microservices based architecture
			• Strong Experience in Express JS, Angular 1 / 4 / 5, One UI Framework • Experience in DevOps, CI/CD, cloud technologies
			• Good understanding of tooling, architecting, and designing large scale applications
			• Strong Linux fundamentals
			• Experience in Software development Life Cycle
			• Open to work for customer centric environments
			• Comfortable with source code repository GitHub
			• Exposure to Samza& Kafka is added advantage • Knowledge of Cloud environments such as Azure, AWS is added advantage
11	• Sr. Developer	5 Years	• Strong service orientation
			• Good Problem-solving ability and communication skills

			• Open to work in customer centric environments
			• Identify user problems and create functional prototypes offering a solution
			• Two year of working experience in any one DB of Neo4j, Cassandra, Elasticsearch is preferable
			• Worked with build tools like Gulp, Bower, npm
			• Highly skilled and should have at least 3+ years of hands-on experience in JavaScript / NodeJS / Java either of the technology stacks
			• Hands-on experience in developing Good Quality REST APIs
			• Good understanding of one or more of HTML/CSS, Angular, Nodejs, Core Java, Shell scripting, any RDMS, NoSQL, Git is a plus
			• Familiar with DevOps, CI/CD, cloud technologies
			• At least 2 years hands on experience debugging Sunbird-based systems
			• Knowledge of Cloud environments such as Azure, AWS is added advantage
			• Comfortable with source code repository GitHub
			• Exposure to Samza& Kafka is added advantage
12	• Product Managers	8 Years	• Work with the leadership, program, and product teams to identify needs and define a solution roadmap with periodic (quarterly /half-yearly) targets and outcomes
			• Orchestrate contributions to DIKSHA by working with Sunbird OSS community
			• Work collaboratively with various stakeholders & teams to build high quality products
			• Own features and products with minimal support
			• Conduct experiments to understand user needs and improve product offerings
			• Use a data driven approach to identify and drive solution improvements and enhancements

			• 8 years of experience in product management
			• Problem-solving and analytical capabilities, with the ability to identify needs, develop creative and simple solutions for challenging problems
			• Strong communication skills, the ability to build trust, negotiate, set goals, and get things done
			• Should be a self-starter who prioritizes understanding systems and products inside out, and makes it a mission to deliver quality products
			• Should have experience with prioritization and stakeholder management
			• Should be able to dive deep into the data to gather learnings about existing patterns
			• Should be comfortable with ambiguity and dealing with fast paced, sometimes unstructured change
			• Should be hands-on and comfortable playing an individual contributor role
			• Should have a B.E./B.Tech equivalent, preferably in Computer Science
			• Should have experience working closely with business as well as engineering teams to set goals, detail out features and track overall delivery
			• Experience with mobile apps is a plus • Experience in Education domain is a plus
			• Passion for working with technology products and solving learning needs
13	• QA Manager	8 - 10 Years	• Excellent verbal and written communication skills
			• Excellent interpersonal and customer service skills
			• Excellent organizational skills and attention to detail
			• Excellent time management skills with a proven ability to meet deadlines
			• Strong analytical and problem-solving skills
			• Strong supervisory and leadership skills

			• Work experience on tools like webdriver, protractor, appium, Jmeter
			• Strong knowledge on java, JavaScript
			• Strong knowledge of software methodologies, tools like Git, JIRA
			• Experience in API Automation using Rest assured framework
			• Strong knowledge on Agile methodologies
			• Collaborate with the Product, Development team to ensure consistent project execution
14	• QA Lead	5 -7 Years	• Strong background in product testing particularly with Medium/large-scale enterprise products is desirable
			• Excellent logical, analytical, and troubleshooting skills
			• Willingness and ability to work on fast-paced projects
			• Strong knowledge of software methodologies, tools like JIRA, Defect tracking tools and processes
			• Experience in Functional Testing, Regression Testing, System Testing, Test Case, Development, Integration testing
			• Strong knowledge on Agile methodologies
			• Collaborate with the Product, Development team to ensure consistent project execution
15	• QA Engineer	2 - 4 Years	• Excellent analytical and problem-solving skills
			• Good oral and written communication skills
			• Great team player and able to work efficiently with minimal supervision
			• Experience in Functional Testing, Regression Testing, System Testing, Test Case
			• Development, Integration testing
			• Experience in software development and testing
			• Experience in writing clear, concise, and comprehensive test cases

			• Experience in mobile app, accessibility testing
16	• Automation QA Engineer	2 - 4 Years	• Experience in writing automation test cases using selenium web driver
			• Work experience on tools like protractor/Appium
			• Strong knowledge on java, JavaScript
			• Strong knowledge of software methodologies, tools like Git, Jira
			• Experience in API Automation using Rest assured framework
			• Experience in automating mobile applications
17	• Performance Test Engineer	2 - 4 Years	• Experience on JMeter tool
			• Strong knowledge on java
			• Strong knowledge of software methodologies, tools like Git, Jira
			• Experience in API testing
			• Strong knowledge on Cloud, Containerisation and Databases
18	• Performance Lead	5 - 7 Years	• Thorough understanding of the Sunbird platform
			• Well versed in prevailing open-source technologies
			• Hands-on experience with technical diagnostics processes
			• Good understanding of tooling and automation
			• Strong Cloud and Linux fundamentals
			• Experience in software development
			• Must have a deep care for the customer
			• At least 2 years hands on experience analysing Sunbird-based system issues
19	• Operations Tech Engineer	3 - 5 Years	• Good Problem-solving ability and communication skills
			• Must have a deep care for the customer
			• Competent in JavaScript/NodeJS, REST APIs

			• Good understanding of one or more of HTML/CSS, Angular, Nodejs, Core Java, Shell scripting, any RDMS, NoSQL, Git
			• Familiar with DevOps, CI/CD, cloud technologies
			• At least 2 years hands on experience debugging Sunbird-based systems
20	• Operations Tech Lead	6 - 8 Years	• Strong service orientation
			• Excellent customer communication skills
			• Thorough understanding of the Diksha platform
			• Open to explore and use open-source technologies
			• Two year of working experience in any one DB of Neo4j, Cassandra, Elasticsearch is preferable
			• Hands-on experience for at least 5 years working and architecting applications with Java, NodeJS, JavaScript, MongoDB, MySQL databases
			• Strong Experience in ExpressJS, Angular 1 / 4 / 5, One UI Framework
			• Worked with build tools like Gulp, Bower, npm
			• Good understanding of tooling, architecting, and designing large scale applications
			• Strong Linux fundamentals
			• Expertise with Software development Life Cycle
			• Open to work for customer centric environments
			• Knowledge of Azure is a must
			• Comfortable with source code repository GitHub
			• Exposure to Samza& Kafka is added advantage
21	• Operations Tech Manager	9 - 12 Years	• Strong service orientation
			• Excellent customer communication skills
			• Good Problem-solving ability and communication skills
			• Open to work in customer centric environments
			• Two year of working experience in any one DB of Neo4j, Cassandra, Elasticsearch is preferable

			• Worked with build tools like Gulp, Bower, npm
			• Highly skilled and should have at least 3+ years of hands-on experience in JavaScript / NodeJS / Java either of the technology stacks
			• Hands-on experience in developing Good Quality REST APIs
			• Good understanding of one or more of HTML/CSS, Angular, Nodejs, Core Java, Shell scripting, any RDMS, NoSQL, Git is a plus
			• Familiar with DevOps, CI/CD, cloud technologies
			• At least 2 years hands on experience debugging Sunbird-based systems
			• Knowledge of Azure is added advantage
			• Comfortable with source code repository GitHub
			• Exposure to Samza& Kafka is added advantage
22	• Business Analyst	3 Years	• The Business Analyst (BA) shall collaborate with the business to identify possibilities for improving business operations and processes. • The Business Analyst shall also be engaged in the business system's design and modification. • Their main responsibility is to collect, document, and analyse a variety of business requirements and work with the Product managers to roadmap them into the products • They also assist in the resolution of business issues as needed, as well as the development of technical solutions. • They also assist in the testing of the system as well as the creation of system documentation including user manuals.

23	● Technical Architect	10 years	● Strong experience in architecture of Java and javascript based systems ● Strong understanding of large scale distributed architectures, microservices architecture, reactive programming paradigms, design patterns, information architecture, application development processes and practices ● Knowledge of learning domain is added advantage ● Experience in working with Open Source software is desirable ● Must be very good in java, javascript ● Experience on one or more Javascript frameworks such as JQuery, Twitter Bootstrap, backbone, AngularJS and others. ● Should have strong understanding of transactional databases, and of multiple types of NoSQL databases like Cassandra, Elastic Search, Neo4j, and others ● Understanding of AKKA, Play framework ● Should have good DevOps working knowledge ● Experience in TDD/BDD is required ● Knowledge of Kafka, Azure/Google Cloud is added advantage
24	● UI/UX Designer	3 years	● In-depth knowledge of design guidelines for various platforms like Android, iOS, Web, Web responsive, Windows, Wearables. ● Has experience in UI design tools such as Adobe Photoshop, Illustrator, Invision ● Experience or understanding of designing systems to be accessible for users with special needs is desirable ● Can manage end to end UX process including conceptualization, information architecture design, interaction design and visual design ● Adept at converting ideas from concept to paper ● Experienced in Wireframing, paper prototyping and digital prototyping ● Can work in agile methodology and do rapid prototyping for quick iterations

5.14.   Staff Deployment Requirements

The following conditions have to be adhered to during the term of the contract.

a. Attendance – The selected bidder shall maintain the log of attendance (presence, leave, absence) for all resources deployed on the project in the digital form & submit the same to the purchaser on a monthly basis.

b. Workstations – The selected bidder shall make provision for desktops / laptops along with internet connectivity for the smooth functioning of its resources.

c. Resource Evaluation – The purchaser may take an interview of resources to be deployed on the project & if required, the purchaser may ask for replacement of one or more resources by equivalent or better profile resources. The resource profile will be evaluated by the purchaser. The selected bidder has to ensure that there is a minimum overlap period of at least two (2) weeks, where both the departing resource and the replacement resource are available for knowledge transition. The purchaser will not be responsible for any knowledge transition to the replacement resource and any impact or escalation of cost because of replacement.

d. Onboarding – Following steps are to be followed for onboarding of resources for the contract duration:
Completion of background check by the selected bidder; Purchaser reserves the right to conduct the background check of all resources. The selected bidder to ensure the continuous support during the process.
The purchaser reserves the right to seek documents to verify the employment of resources deployed on the project. Purchaser shall intimate about the approval or rejection of the resources to be on-boarded within 15 days from the notification from the selected bidder.

e. Leave Policy – All resources are entitled to a maximum six (6) days of sanctioned leave per quarter. In case of absence of resource(s) other than sanctioned leaves, the same shall be treated as unpaid leave and there will be deduction of payment by the purchaser corresponding to unpaid leaves. Accrual of leaves is not allowed beyond a quarter. In case of joining of resources in the middle of the quarter, the sanctioned leaves for that first quarter will be calculated on a pro-rata basis. No leaves apart from the leave mentioned in this clause will be permitted irrespective of the leave policy of the bidder.

f. Resource Variation – The selected bidder shall neither make any changes to the composition of the Resource team nor require or request any member of the Team to cease or reduce their involvement in the provision of the services during the term, without purchaser's prior written consent.

g. Availability – Support team needs to be on duty on all available days of the week, including Saturday & Sunday. Part of the Support team also needs to be on duty 24x7.

h. Replacement – In case of replacement of any of the deployed resources, the selected bidder has to provide written intimation to the purchaser along with the profile of the replacement resource, after having completed step (i) of the onboarding process. The resource profile will be evaluated by the purchaser. The selected bidder has to ensure that there is a minimum overlap period of at least two (2) weeks, where both the departing resource and the replacement resource are available for knowledge transition. The purchaser will not be responsible for any knowledge transition to the replacement resource and any impact or escalation of cost because of replacement.

i. Termination – Purchaser reserves the right to request the selected bidder to terminate specific resources, without assigning any reason whatsoever. In such cases, the selected bidder is required to provide a suitable replacement within a period of 30 days from the date of intimation by the purchaser. The on-boarding process will be applicable

j. Resource Location – The purchaser may allow partial / full teams to work virtually however the purchaser reserves the right to ask for deployment of partial or all resources at purchaser location as per project requirements.

Key Timelines for various tasks

#	Task	Expected Time
NoC and SoC Operations		
1	Managing Application Health	Reporting issue within 30 mins with status updates every 2 hours
2	Incident Report post closure	48 hours post closure
3	RCA report with corrective and preventive measures	Within 2 weeks of the incident
4	Access to Cloud Infrastructure resource tools and software across all environments post-approval	8 hours
5	Regular and hotfix build deployment	4 hours with no database migration
6	Infrastructure audit with recommendation and action plan	2 weeks
Helpdesk Support		
1	Registering a new ticket	2-10 mins based on complexity and detailing of the issue
2	First Acknowledgement	Within 4 business hours of raising the issue
3	[Process of escalation	10 mins from current state to marking it in escalation state
4	Final Resolution of issue	1-2 business days for high severity issue to 1 quarter for lowest severity level
Reporting and Analytics		
1	Ad hoc report generation	1 to 3 weeks
2	Resolving data anomaly	2 to 5 business days
3	Scripting for monitoring and data sync	3 to 7 business days
4	Performance Testing of APIs	1 to 3 weeks
Software Quality Assurance & Testing		
1	Test case Execution on pre-production for a release	Within 3 weeks
2	Hotfix deployment	Within 5 days

3	RCA report with corrective and preventive measures	Within 2 weeks of incident
4	Access to Cloud Infrastructure resource tools and software across all environments post approval	8 hours
5	Regular and hotfix build deployment	4 hours with no database migration
6	Infrastructure audit with recommendation and action plan	2 weeks
Performance and Operational Engineering		
1	Acknowledgement of Bug/issue raised	30 mins to 60 minutes
2	Issue Analysis	4 to 8 hours to 5 business days
3	Optimization and User experience	1 to 4 weeks
4	Documentation	1 to 2 weeks

5.15. Exit Management

1. On expiration / termination of the contract, the selected bidder to handover complete data in the desired format to the purchaser which can be easily accessible and retrievable.
2. Provide necessary handholding & transition support to purchaser authorized agencies to ensure the continuity and performance of the Services to the complete satisfaction of purchaser.
3. Provide support to purchaser & current technical partner in migration of the applications, data, content, and any other assets to the new environment created by purchaser or any Agency (on behalf of purchaser) on alternate cloud service vendor or on-premises data centre.
4. Provide offerings to enable successful deployment and running of the purchaser's IT solution on the new infrastructure by providing a mechanism to the purchaser for the bulk retrieval of all data, scripts, software, virtual machine images, and so forth.
5. The format of the data transmitted from the cloud service provider to purchaser shall leverage standard data formats whenever possible to ease purchaser portability. The format would be finalized by the purchaser.
6. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with the purchaser.
7. The selected bidder needs to ensure that all the documentation required by purchaser for smooth transition including configuration documents are up to date and all such documentation is handed over to purchaser during regular intervals as well as during the exit management process.
8. The selected bidder shall not delete any data till the end of the agreement without the express approval of the purchaser.
9. Once the exit process is completed and verified by purchaser, the selected bidder will certify that the VM, Content and data destruction to purchaser as per stipulations and shall ensure that the data cannot be

forensically recovered

There shall NOT be any additional cost associated with the Exit / Transition-out process.

A Project Management Committee which is set up by the purchaser which will do quarterly review which include the above mentioned timelines in this section and if any deviation will be intimated and performance action will be taken.

5.16.   Enable Annual Strategic Goals

The purchaser will set annual goals for the selected bidder that are related to its strategic program goals. These goals are intended to facilitate leapfrog improvements in the Digital Education system and align with MoE strategic initiatives as per NEP 2020 and NDEAR roadmap. These goals would be a combination of strategic program goals (as illustrated in the Table below) and tactical project priorities (e.g. priority application releases) for a particular year. Each goal would be related to the selected bidder's scope of work and can be objectively measured and evaluated. DIC will define a methodology for objective evaluation and measurement of each goal. These goals will be effective after the completion of the 'Transition and Takeover' phase. During the last quarter of every year, purchaser will evaluate the performance of the selected bidder, review the current resource capacity, and initiate the definition of annual strategic goals and the corresponding resource deployment plan for the subsequent year, in collaboration with the selected bidder.   The purchaser may also define the goals quarterly or half-yearly, based on the requirements of the project. A sample illustration of the annual strategic goals is shown below:

a)Goal 1: Developing Personalized Adaptive Learning (PAL) capabilities as per NDEAR standards;
b)Goal 2: Enabling AR / VR content on DIKSHA;
c)Goal 3: Integrating assistive tools and technologies for children with special needs.
d)Goal 4: Make the user interface and experience (UX/UI) more intuitive and user friendly
e)Goal 5: EnableUniversal Learner Passbook.

11.16.1 Annual Review

The purchaser will undertake a comprehensive annual review, in collaboration with the selected bidder, for the following:

11.16.1.1.Resource deployment for specific year

Every year for the duration of the contract, purchaser will evaluate the performance of the selected bidder and define the annual strategic goals to be achieved for the following year. Subsequently, the selected bidder will be required to submit the following:

1. Effort estimates for the ongoing application development, enhancements, new feature building, maintenance and support functions.
2. Effort estimates and work plan for all proposed projects to achieve the Annual Strategic Goals.

3. Resource Deployment Plan for the following year. The resource deployment plan will include the staffing plans for application development, maintenance & support functions and for executing the Annual Strategic Goals linked projects for the following year.

The resource staffing for the next year can vary by up to 25% (+/-) (for key resources) in comparison to the previous year's resource deployment. A minimum staff level, will however have to be maintained in the project team every year. Subsequently, a resourcing commitment will be finalized by the purchaser in consultation with the selected bidder on the basis of the work plan submitted. The final decision will be taken by the purchaser and will be binding on the selected bidder. Purchaser shall invoke SLA for non-supply of agreed number of resources and delay in achieving milestones as per finalised strategic goals. Under annual resource deployment and formulation of annual strategic goals exercise, following are the stages in the finalization of the Annual Strategic Goals (T_x= last business day of the preceding year):

Stage	Activity	Responsibility of activity	Timeline (Days)
1	Definition of goals, measurement methodology, and payment criteria and resource requirements for ongoing and planned projects in software development and maintenance	Purchaser	$T_x - 60$
2	Effort estimates and detailed work plan for each individual project and initiation of on-boarding process for new resources	Selected bidder	$T_x - 30$
3	Sign-off on the selected bidder's detailed project plan and evaluation of new resources proposed by the selected bidder	Purchaser	$T_x - 15$
4	Resource Deployment	Selected bidder	T_x

11.16.1.2Formulation of Strategic Goals

The following methodology (illustrative) will be adopted by purchaser to define these goals and measure the progress against these goals, on a quarterly basis with the selected bidder:

11.16.1.2.1Annual Strategic Goals for Year

a. An annual goal-setting exercise will be adopted, where the corresponding project(s) / requirements, for each goal, will be finalized by the purchaser in consultation with the selected bidder. The final decision will be taken by the purchaser and will be binding on the selected bidder.

b. Mobilization and onboarding of the project resources shall be completed within 'T_x' date, where T_x = last business day of the preceding year. The key timelines will be as follows:

    i. Definition of annual goals, measurement & payment criteria by purchaser: T_x-60 days (where T_x = last business day of preceding contract year). Payment criteria should define a graded scale for payment, for each goal, based on partial completion or full completion;

    ii. Submission of the detailed project plan (including list of projects, effort estimates, detailed functional requirements and detailed work plan for each individual project), with a 1-1 mapping between the project and each goal, to be completed in each quarter of the year by the selected bidder: Within 30 days of date of completion of activity cited in Clause b(i) or $T_x - 30$ days (whichever is later).

    iii. Subsequently, the purchaser will review and discuss the project plan with the selected bidder. As requested by the purchaser, the selected bidder is expected to perform the necessary revisions to the project plan.

    iv. Sign-off on the selected bidder detailed project plan by purchaser: Within 15 days of Date of completion of activity cited in Clause b(ii) or $T_x - 15$ days (whichever is later);

    v. Mobilization and onboarding of resources: Within 15 days of completion of activity cited in Clause b(iv) or T_x (whichever is later). This would also include the deployment of additional staff (as approved by the purchaser).

c. For the project(s) corresponding to the annual strategic goal, the Purchaser shall communicate approval or rejection with feedback of deliverables, not later than 30 (thirty) days of date of submission of deliverables by the selected bidder. In case the Purchaser fails to approve or reject the deliverables within 30 (thirty) days, the deliverables will be deemed accepted, unless the Purchaser confirms to the selected bidder an alternative date, then the date would stand revised for deemed acceptance. Such revisions may be limited to 2 (two) consecutive periods of maximum duration of 30 (thirty) days each.

d. The status of all finalized project(s) will be measured on completion or at the end of each quarter, whichever is earlier. Purchaser will certify, for each project, whether the selected bidder has fully completed or partially completed the project and payment will be based on the measurement methodology & payment criteria defined.

e. Purchaser will review the Annual strategic goal at the end of each quarter. In case of any urgent business requirement, the Purchaser at any given point of time may change the Annual strategic goals of subsequent quarters in consultation with the selected bidder. The purchaser will communicate the new high-level requirements in writing at least 15 days before the start of the subsequent quarter. The selected will have to communicate with the new work plan along with effort estimates and detailed functional requirements within 7 days. Purchaser to approve the work plan within 7 days to commence the work.

11.16.2 Application Migration

- Current application is hosted on MicroSoft Azure CSP and DIC has invited Bids for selection of MSP/CSP through opening tendering process. If required the application may need to be migrated for which the bidder needs to share a migration plan
- Migration to be completed within 60 days from the start of the start date of the migration.
- The current cloud resources utilization is mentioned in the section: Annexure VI: Current Environment
- Bidder needs to optimize resources during migration of the application and data.

6. Annexures

6.1. Annexure I: Templates for bidder

6.1.1. Template 1: Format for Pre-Bid Query submission

#	Page No.	Section No.	Section Name	Statement as per RFP document	Query by bidder
1					
2					
3					

1. **Page Number** – Page Number of this RFP as reflected at the bottom right corner. The bidders should mention only the page number. Ex. '29' as page number and not 'Page 29'.
2. **Section No.** – Example– '8' and not 'Section 8'
3. **Section Name** – Example – Scope of Work (Should be exactly the same as provided in the RFP)

Note–
1. The queries are to be submitted in the format provided above only. The bidders should ensure that they enter correct details in the format. In case of any inappropriate details being mentioned the purchaser shall not be responsible for the same and such queries may be discarded from providing any response.
2. The bidders to ensure that **no cell merging (in excel)** is done by them while preparing the query.
3. The bidders ensure that each of the query submitted by them is unique and **no duplicate query** is submitted by them as a result of copy-paste. It is expected from the bidder to carry out its own due-diligence before submitting the queries.
4. Bidders are expected to do a thorough check of the queries and ensure the completeness of the queries and spelling checks etc. before submitting the same to the purchaser.

6.1.2. Template 2 : Format for Performance Bank Guarantee (PBG)

(To be stamped by Bank)

The non-judicial stamp paper should be in the name of issuing Bank

REF……………   Bank Guarantee No…………………………   Date…………………………

To
<<Purchaser Name & Address>>

Dear Sir/Mam,

Whereas <name of the bidder and address> has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to purchaser

And whereas it has been stipulated in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract.

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its offices at <Address of Local Office> 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 Rs. <3% of total contract value> (Rupees <Insert Value in Words> only) 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 Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This Guarantee shall be valid until <Insert Date>.

Notwithstanding anything contained herein:
1. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
2. This bank guarantee shall be valid up to <Insert Expiry Date>
3. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this

bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

For and on behalf of the ……………… Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

6.1.3. Template 3 : Non-Disclosure Agreement (NDA)

(To be executed on Non – judicial stamp paper of INR 100/-or such equivalent amount and document duly attested by notary public)

[Bidder Name and Address]

Subject:Technical Administration of DIKSHA Platform.

We write to confirm the agreed terms in respect of the confidentiality and non-disclosure of information that we will each, as a disclosing party, be making available to the other, as a receiving party.

Each party will be providing the other with access to certain information which has been designated as confidential information, and which relates to the business, clients, customers, products, methodologies and working practices of the disclosing party ("the Information").This Information may be disclosed either in writing, orally (oral information to be confirmed in writing within 3 days of its disclosure) or by access to computer systems or data. In consideration for the disclosing party granting this access to the Information, the receiving party agrees that:

1. Subject to clause 7 below, the receiving party will keep the Information strictly confidential and will not disclose it to any third party (except as set out below) without the prior written consent of the disclosing party.

2. The Information will only be disclosed to those employees of the receiving party who need to know for the proper performance of their duties in relation to the project, and then only to the extent reasonably necessary.The receiving party will take appropriate steps to ensure that all employees to whom access to the Information is given are aware of its confidentiality and agree to be bound by restrictions no less onerous than the terms contained in this letter.

3. The Information disclosed to the receiving party will be used solely for the purpose of sharing technical and commercial information pertaining to the Technical Administration of DIKSHA application on cloud.

4. Each party will comply with the obligations set out herein and the obligation of the party shall terminate upon the earlier of (a) the expiry of 36 (Thirty-Six) months from the date hereof, or (b) the execution of a definitive agreement between the parties in furtherance of the Purpose.

5. The receiving party will establish and maintain reasonable security measures to provide for the safe custody of the Information and to prevent unauthorized access to it.

6. On the termination of the receiving party's involvement in the above project, and upon being requested to do so, the receiving party will either return the Information disclosed to it or destroy/ delete the same from its servers/ possession, including all copies thereof, within a reasonable period, subject only to the extent necessary for the maintenance of proper professional records. Such destruction has to be certified by the authorized officer of the company supervising the destruction.

7. The obligations set out above shall not apply to any Information which:
   a. is or becomes publicly available other than through a breach of this agreement
   b. is already in the possession of the receiving party without any obligation of confidentiality
   c. is obtained by the receiving party from a third party without any obligation of confidentiality

    d. is independently developed by the receiving party outside the scope of this agreement

    e. the receiving party is required to disclose by any legal or professional obligation or by order of any regulatory authority.

8. The receiving party acknowledges that the disclosing party retains the copyright and all intellectual property rights in the Information and that the receiving party may not copy, adapt, modify, or amend any part of the Information or otherwise deal with any part of the Information except with the prior express written authority of the disclosing party.

9. This agreement shall be governed by, and construed in accordance with, the laws of India and the High Court of Delhi shall have exclusive jurisdiction.

We would be grateful if you would also acknowledge your agreement to these terms by signing the copy of this letter and returning it to us.

Yours faithfully,

For Digital India Corporation
We agree to the above terms regulating the disclosure of the Information.

Name of the Official
Designation

For and on behalf of Bidder
Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

6.1.4. Template 4 : Bid Security Declaration

<To be submitted in company's letterhead>

Date: _____   Tender No. _____

To,

<mark><<To be filled></mark>

Digital India Corporation (DIC)

6, CGO Complex, Electronics Niketan,

New Delhi-110003

Dear Sir/Madam,

I/We, the undersigned, declare that-

1. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
2. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I /We are in a breach of any obligation under the bid conditions, including the following-
   a. I/We have withdrawn or modified or amended, impairs, or derogates our proposal/bid from the RFP during the period of bid validity (i.e., 180 days from the last date of bid submission) specified in the RFP or for its extended period (if any); or
   b. If I/we are found indulging in any corrupt, fraudulent, or other malpractice in respect of the bid.
   c. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity and that I/we-
      i. fail or reuse to execute the contract and/or
      ii. fail or refuse to furnish the Performance Security or fails or refuse to submit the performance security within the stipulated deadline
3. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of-
   a. the receipt of your notification of the name of the successful Bidder; or
   b. 30 (Thirty) days after the expiration of the validity of my/our Bid.

(Authorized Signatory)

<mark><<Signature, Name, Designation, Address, Seal, Date>></mark>

WITNESS (two)-

…………………………………………   ……….…………………………………

(Signature)(Signature)

…………………………………………   ……….…………………………………

(Name)(Name)

6.1.5. Template 5: Undertaking (no conflict of interest)

The certificate below is to be provided by the Bidder.

<To be printed on Company letterhead>

Undertaking (no conflict of interest)

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

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

Signature:
Name:
Designation:
Address:
Seal:
Date:

6.2. Annexure II: Pre-Qualification Proposal Format

Pre Qualification Document Checklist

S. No.	List of Documents	Attached: Yes/No ?	Page No of Proposal
1	**Pre-Qualification Docs**		
1a	**Cover letter signed by authorised signatory of the sole bidder or prime bidder** **(refer Form PQ 1)**		
1b	**Power of Attorney** **OR** **Certified copy of Board Resolution**		
1c	**Copy of Certificate of Registration/ Incorporation**		
1d	**Copy of Consortium Agreement with the required details** **(refer Section 12.5 Annexure V for consortium agreement format & letter of consent)**		
1e	**Certificate from Statutory Auditor specifying the net worth of bidder for the specified year(s)** **(refer Form PQ 2)**		
1f	**Copy of the audited Balance Sheets and Certificate from Statutory Auditor**		
1g	**Undertaking / Declaration by the HR Head for Manpower Strength** **(refer Form PQ 3)**		
1h	**Undertaking by the authorized signatory for non blacklisting** **(refer Form PQ 4)**		

6.2.1. Form PQ1: Bidder's Information & Covering Letter

<To be submitted in company's letterhead>

<Place><Date>

To,

The XXX

Digital India Corporation (DIC)

6, CGO Complex, Electronics Niketan,

 New Delhi-110003

Subject: Submission of Bid for Contract of Tender No. …………………

Dear Sir/Madam,

This is to notify that our company is submitting a bid in response to Tender No<…….Tender No……………> for **Technical Administration of DIKSHA Platform on Cloud.** Details of our company are as follows:

Information Sought	Details to be Furnished	
Name and address of the Bidding Company		
Incorporation status of the firm (public / private)		
Year of Establishment		
Date of registration		
Registrar of Companies (ROC) Reference No.		
Resources Details	**Primary Contact**	**Secondary Contact**
Name		
Title		
Location		
Phone		
Mobile		
Fax		
E-Mail		

We are responsible for communicating to the purchaser in case of any change in the Primary or/and Secondary contact information mentioned above. We shall not hold the purchaser responsible for any non-receipt of bid process communication in case such change of information is not communicated and confirmed with the purchaser on time.

We are submitting our bid for the services as per the scope and requirements of the tender document. The bids are valid for a period of 180 days from the last date of bid submission.

By submitting the proposal, we acknowledge that we have carefully read all the sections of this RFP document including all forms, scheduled and appendices hereto, and are fully informed of all existing conditions and limitations. We also acknowledge that the company is in agreement with terms and conditions of the tender and the procedure forbidding and evaluation. There is/are no deviations from the terms & conditions of theRFP.

We have enclosed the Bid Securing Declaration as per the tender Conditions. It is liable to be enforced in accordance with the provisions of the tender document.

Deviations:

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

Bid Pricing:

We do hereby confirm that our bid prices exclusive all taxes, as applicable on the last date of submission of bid. We further declare that the prices stated in our proposal are in accordance with your terms & conditions in the bidding document.

Qualifying Data:

We confirm having submitted qualifying data as required by you in your tender document. In case you require any further information/documentary proof in this regard before evaluation of bid, we agree to furnish the same in time to your satisfaction.

We confirm that information contained in this response or any part thereof, including documents and instruments delivered or to be delivered to DIC are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part misled DIC in its evaluation process.

We fully understand and agree that on verification, if any of the information provided here is found to be misleading the evaluation process or result in unduly favouring our company in the evaluation process, we are liable to be dismissed from the selection processor termination of the contract with DIC.

We understand that you are not bound to accept the lowest or any bid you may receive.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours sincerely,

On behalf of [bidder's name]
Authorized Signature [In full and initials]:
Name & Title of signatory:
Name of Firm:
Address:

Seal/Stamp of bidder:

6.2.2. Form PQ 2: Financial Strength

Based on its books of accounts and other published information authenticated by me, this is to certify that……………………………………………… <<*Name of the organization*>> has an average annual turnover of INR ₹……………………….…………<<*amount*>>Crore for the last three Financial Years <<*mention Financial Years*>> as per year-wise details noted below:

Financial Strength of the Organization			
S. No.	Financial Year	Annual Turnover (In INR)	Whether Having Positive Net Worth (Yes / No)
1.			
2.			
3.			
4.	Total Annual turnover in last three financial years (<<*mention Financial Years*>>) in INR		
5.	Average Annual turnover for last three financial years (<<*mention Financial Years*>>) in INR		
Note: Enclose supporting documents of your claim as per requirement of this RFP *For e.g. Copy of audited financial statements or declaration from the appointed statutory auditor to be provided as proof of the financial turnover.*			

[Signature]

[Name]

[Designation]

Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Company)
Seal/Stamp

<<Certificate by Statutory Auditor of the Bidder>>

6.2.3. Form PQ 3: Declaration for manpower Strength

The certificate below is to be provided by the Bidder.

<To be printed on Company letterhead>

Declaration by HR Head for Manpower Strength

RFP Ref :
We confirm that our company, <<company name>>, has minimum _____ number of qualified & experienced technical manpower resources in domain of IT Services, on our payroll as on last date of bid submission for the RFP referred above i.e. <date>
This letter is being issued for the purpose of participation in a bid cited above.

Sincerely,
(Signature)
(Name & Designation)

Duly authorized to sign the RFP Response for and on behalf of:
(Name and Address of Company)
Seal/Stamp

6.2.4. Form PQ 4: Self declaration for non-black listing

The certificate below is to be provided by the Bidder.

<u>To be printed on Company letterhead</u>

Self-declaration for non-black listing

We confirm that our company as on date of submission of the proposal is not blacklisted or banned by any ministry/department/attached offices/subordinate offices under Government of India and any State government, autonomous bodies (established by Central/State govt), any Central/State PSUs in India for corrupt, fraudulent or any other unethical business practices.

Sincerely,
(Signature)
(Name & Signature of Key Managerial Personnel)

Duly authorized to sign the RFP Response for and on behalf of:
(Name and Address of Company)
Seal/Stamp

6.3. Annexure III: Technical Qualification Proposal Format

Technical Qualification Document Checklist

S. No.	List of Documents	Attached: Yes/No ?	Page No of Proposal
2	**Technical Qualification Docs**		
2a	**Certificate of Incorporation**		
2b	**Supporting project details (refer template 12.3.1) along with Work orders / Contract Copy / Client Certificate**		
2c	**Undertaking / Declaration by the HR Head for Experienced technical manpower**		
2d	**Statutory Auditor's/CA certificate of the Bidder clearly specifying the turnover**		
2e	**Supporting project details (refer template 12.3.1) along with Work orders / Contract Copy / Client Certificate**		
2f	**ISO and CMMi certification**		
2g	**Approach & Methodology**		
2h	**Technical Presentation & Live Demonstration**		
2i	**Detailed CVs along with summary profile (Refer Section 12.3.2)**		

6.3.1. Form TQ1: Project Description Template

#	Particular	Details	
1.	Citation Serial Number		
2.	Name of Project		
3.	Name of Client		
4.	Address of Client		
5.	Client Contact Person Name & Mobile / Telephone		
6.	Total Assignment Value (Rs)		
7.	Start & End Date	From:	To:
8.	Project Timelines / Duration (in months)		
9.	Whether completed or ongoing		
10.	If ongoing:	Completed activities	
11.	No. of personnel man-months provided by the Company		
12.	Project Team Size		
13.	Name of key team personnel involved, and functions performed by them		
14.	International Partner Involved (Yes / No)		
15.	If International Partner Involved, Name of International Partner		
16.	Number of participants covered under Capacity Building / training services		
17.	List of Certifications involved (if any)		
18.	Brief narrative description of Project:		
19.	Plan for bringing knowledge and experience from this citation into the proposed project		

20.	Minimum user base for the project delivered	

6.3.2. Form TQ2: Team, Profiles and Staffing

12.3.2.1 Form TQ 2.1: Team Composition

S. No.	Position Proposed	Name of staff	Years of Experience	Education Qualification + Relevant Certifications	Relevant Experience (including Sunbird experience if available)
1	Project Manager				
2					
3					
4					
5					
6					

12.3.2.2 Form TQ 2.2 Curriculum Vitae (CV) of Key Personnel

Note: Each CV should not be of more than 5 pages.

1	Name of the person	
2	Current Designation / Job Title	
3	Proposed Role in the Project	

4	Academic Qualifications:
	   ▪ Degree
	   ▪ Academic institution graduated from
	   ▪ Year of graduation
	   ▪ Specialization (if any)	

5	Professional Certifications (if any)	
6	Total number of years of relevant experience	
7	Number of years with the current company	
8	**Prior Professional Experience covering**: Organization name Duration of employment Designation Location(s) of work Key responsibilities	
9	**Prior project experience: (Specify projects only relating to the relevant evaluation criteria)**	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

_____Date: _____

(Signature of staff member or authorized signatory)

(Day/Month/Year)

Full name of Authorized Signatory: _____

6.4. Annexure IV: Commercial Proposal (CP) format

12.4.1 Form CP 1: Covering letter

<To be submitted in company's letterhead>

Date: _____   Tender No. _____

To,

The XXX

Digital India Corporation (DIC)

6, CGO Complex, Electronics Niketan,

New Delhi-110003

Subject: RFP for "Selection of Agency for Technical Administration of DIKSHA Platform"

Dear Sir/Madam,

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect to "Appointment of Managed Cloud Service Provider for Migration & Technical Administration of DIKSHA Platform on cloud"do hereby propose to provide services as specified in the RFP No: <Insert RFP Number>dated <Insert Date>

PRICE AND VALIDITY

All the prices mentioned in our Bid are in accordance with the terms & conditions as specified in the RFP. The validity of the bid is 180 days from the date of opening of the RFP.

 We are an Indian Firm and do hereby confirm that our Tender prices include all taxes. However, all the taxes are quoted separately under relevant Sections.

We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other Corporate Tax is altered under the law, we shall pay the same.

UNIT RATES

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the Scope of Work under the Contract.

DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the RFP irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in our bid documents, shall not be given effect to.

TENDER PRICING

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

QUALIFYING DATA

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

BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These prices are indicated in the section attached with this RFP as part of the RFP.

PERFORMANCE BANK GUARANTEE

We hereby declare that in case the Contract is awarded to us, we shall submit the Performance Bank Guarantee in the form prescribed in Annexure I: Template 2.

We hereby declare that our tender is made in good faith, without collusion or fraud and the information contained in the RFP is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

We confirm that no technical deviations are attached here with this commercial offer.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

12.4.5 Commercial Proposal Format (Bill of Materials)

IT Service : Software Development, Customization, Integration, and maintenance support for full project period*									
S L	S/W Manpower Designation & Qualification [Programmer / Sr. Programmer / Consultant / others]/ Application	Estimated No. of Resources Required (N)	Person-Month Rates (A)	Year1 Cost	Year2 Cost	Year3 Cost	Year4 Cost	Year5 Cost	Total Person Month (INR) Cost for 5 Years :Col[4]+Col[4]+Col[5]+ Col[6]+ Col[7
		[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]
1	**Project Manager**	1							
2	**NOC & SOC Operations**								
	a. NOC Manager	1							
	b. NOC Shift Lead	2							
	b. NOC Engineer	10							
3	**Helpdesk Support**								
	a. Support Manager	1							
	b. L1 Support	8							
	c. L2 Support	4							
4	**Reporting and Analytics – Data Team**								
	a. Lead Analytics	1							
	b. Analytics engineer	5							
5	**Software Development / customization & Product Management**								
	a. Technical Architects	2							
	b. UI/UX Designers	3							
	c. Tech Managers	3							
	d. Product Managers	3							
	e. Sr. Developers	21							
	a. Business Analysts	4							
6	**Software Quality Assurance & Testing**								
	a. QA Manager	1							
	b. QA Lead	1							
	c. QA Engineer	7							
	a. Automation QA Engineer	3							
7	**Operations Engineering Team**								
	a. Tech Manager	1							
	a. Tech Lead	2							

	c. Engineer	7									
	d. Performance Team Lead	1									
	e.Performance Test Engineer	2									
8	**Migration of Application/ Cloud, if required**(With in prescribed timelines)										
9	Any other cost (if required)										
Grand Total(Exclusive of Taxes)											
Applicable Taxes (please specify)											
Grand Total (Inclusive of Taxes)											

Note:
1. Figures to be quotes in INR Lakhs rounded of to 2 decimal places
2. No. of Resources Required (Col (1)) is Estimated based on the current setup, bidders are free to make modifications in the man-months.
3. Cost towards Migration of Application will only be applicable when there is a change of CSP (in due course of time)
4.

6.5. Annexure V: Consortium

Consortium Summary

The firms forming the consortium should mention their respective tracks on which they will be working as well as their respective years of experience in the format given below

Sr. No.	Name & Address of the consortium member	Responsible for the track
1		- Software Development - Software Testing - NOC/SOC Operations - HelpDesk - Dev Ops

2		
3		

Format of Consortium Agreement to be entered amongst all Members of a bidding Consortium

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country.]

FORM OF CONSORTIUM AGREEMENT BETWEEN

M/s..,   M/s.   ....,   M/s..,   AND   M/s. .... for bidding for Tender No. [Tender Details] (the "RFP") dated [Date] as per its Clause 5.11

THIS Consortium Agreement (hereinafter referred to as "Agreement") executed on this .... [date] day of .... [month], ... [year] between:

1. M/s. ...., a company incorporated under the laws of ....and having its Registered Office at ...., (hereinafter called the "Party1," which expression shall include its successors, executors and permitted assigns).

2. M/s. ...., a company incorporated under the laws of ....and having its Registered Office at ...., (hereinafter called the "Party 2," which expression shall include its successors, executors and permitted assigns).

3. M/s. ...., a company incorporated under the laws of .... and having its Registered Office at ...., (hereinafter called the "Party 3," which expression shall include its successors, executors and permitted assigns).

4. M/s. ...., a company incorporated under the laws of ....and having its Registered Office at ...., (hereinafter called the "Party n," which expression shall include its successors, executors and permitted assigns).

[The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members above.] for the purpose of submitting the Bid in response to the RFP and in the event of selection as Selected Bidder to comply with the requirements as specified in the RFP and ensure execution of the RFP Documents as may be required to be entered into with the purchaser.

Party 1, Party 2, Party 3, ... and Party n are hereinafter collectively referred to as the "Parties" and individually as a "Party.

WHEREAS Clause 5.11 of the RFP stipulates that the Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the RFP, whereby each Consortium Member undertakes to be liable for its Roles and Responsibilities, provide necessary guarantees and pay required fees as required as per the provisions of the RFP, as specified herein.

WHEREAS any capitalized term in this Agreement shall have the meaning ascribed to such term in the RFP document.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the Parties in this Consortium do hereby mutually agree as follows:

In consideration of the selection of the Consortium as the Bidding Consortium by purchaser, we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s.. [Insert name of the Lead Member], shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of M/s. ...., M/s. ...., M/s.., and M/s. .... [the names of all the other Members of the Consortium to be filled in here].

The Lead Consortium Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members. The Roles and Responsibilities of all other members shall be as per the Annexure to this Agreement.

The Lead Consortium Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective Roles and Responsibilities. Each Consortium Member further undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of collective liability envisaged in this Agreement to meet the requirements and obligations of the RFP.

In case of any breach of any of the commitment as specified under this Agreement by any of the Consortium Members, then all Members of the Consortium and Parties shall be liable to meet the obligations as defined under this RFP.

Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at [Place] shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

It is hereby agreed that the Lead Consortium Member shall furnish the Bid Security, as stipulated in the RFP, on behalf of the Bidding Consortium.

It is hereby agreed that in case of selection of Bidding Consortium as the Project Implementing Consortium, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Performance Security and other commitments to purchaser as stipulated in the RFP. The Lead Member shall be responsible for ensuring the submission of the Performance Security and other commitments on behalf of all the Consortium Members.

It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Project Implementing Consortium, shall remain valid over the term of the Project, unless expressly agreed to the contrary by purchaser.

The Lead Consortium Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFP for the purposes of the Bid.

It is expressly understood and agreed between the Members of the Consortium and Parties that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the RFP Documents.

It is clearly agreed that the Lead Consortium Member shall ensure performance indicated in the RFP and if one or more Consortium Members fail to perform its/their respective obligations, the same shall be deemed to be a default by all the Consortium Members.

It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate or subcontract its rights, duties, or obligations under this Agreement to any person or entity except with prior written consent of purchaser.

This Consortium Agreement:

has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding, and enforceable obligation of each such Party.

sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof; and

may not be amended or modified except in writing signed by each of the Parties and with prior written consent of the

purchaser.

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through purchaser, executed these presents and affixed common seals of their respective companies on the Day,

Month and Year first mentioned above.

Seal & Sign of the Lead bidder.

6.6. Annexure VI: Current Environment

S.No	Service Category	Configuration/Description	Service Specifications	Indicative Consumption	Unit Type
A.1	Virtual Machines: on demand for 730 hours (Intel Based)	Ubuntu/Cent OS or any Linux supported by CSP/MCSP	VM - 2 vCPU, 4 GB RAM	30	Numbers
A.2			VM - 2 vCPU, 8 GB RAM	150	Numbers
A.3			VM - 4 vCPU, 8 GB RAM	5	Numbers
A.4			VM - 4 vCPU, 16 GB RAM	150	Numbers
A.5			VM - 8 vCPU, 16 GB RAM	75	Numbers
A.6			VM - 8 vCPU, 32 GB RAM	50	Numbers
A.7			VM - 8 vCPU, 64 GB RAM	10	Numbers
A.8			VM - 16 vCPU, 64 GB RAM	40	Numbers
A.9			VM - 16 vCPU, 32 GB RAM	30	Numbers
A.10			VM - 16 vCPU, 128 GB RAM	5	Numbers
A.11			VM - 32 vCPU, 64 GB RAM	7	Numbers
A.12			VM - 32 vCPU, 128 GB RAM	7	Numbers
A.13			VM - 1 vCPU, 2 GB RAM	10	Numbers
A.14			VM - 2 vCPU, 16 GB RAM	10	Numbers
A.15			VM - 64 vCPU, 256 GB RAM	6	Numbers
B.1	On demand: Storage Services for 730 hours	Object Storage		3500	GB
B.2		Managed Storage- HDD	Disk - 1024 GB HDD	3	Numbers
B.3		Managed Storage- SSD	Disk - 4 GB SSD(Minimum Throughput 150MB/S)	11	Numbers
B.4			Disk - 8 GB SSD (Minimum Throughput 150MB/S)	5	Numbers
B.5			Disk - 16 GB SSD (Minimum Throughput 150MB/S)	48	Numbers
B.6			Disk - 32 GB SSD (Minimum Throughput 150MB/S)	153	Numbers
B.7			Disk - 64 GB SSD (Minimum Throughput 150MB/S)	66	Numbers
B.8			Disk - 128 GB SSD (Minimum Throughput 150MB/S)	83	Numbers

B.9			Disk - 256 GB SSD (Minimum Throughput 150MB/S)	43	Numbers
B.10			Disk - 512 GB SSD (Minimum Throughput 150 MB/S)	45	Numbers
B.11			Disk - 1024 GB SSD (Minimum Throughput 1000MB/S)	16	Numbers
B.12			Disk - 2048 GB SSD (Minimum Throughput 1000MB/S)	70	Numbers
B.13			Disk - 4096 GB SSD (Minimum Throughput 1000MB/S)	9	Numbers
B.14			Disk - 8192 GB SSD (Minimum Throughput 1000MB/S)	8	Numbers
B.15			Disk - 16384 GB SSD (Minimum Throughput 1000MB/S)	10	Numbers
B.16	Docker Container Registry		Container Registry allows you to build, store, and manage container images and artifacts in a private registry for all types of container deployments.	40	Numbers
B.17	Managed Kubernetes Service		Container Orchestration service to deploy, scale and manage container-based applications in a cluster environment, It should have Cluster Autoscaling support	15	Numbers
C.1	Managed Database services Intel Based instances deployed with High Availability *Min 2 nodes in HA	PostgreSQL as a service(with Enterprise Support): On Demand- 730 hours (prices to be inclusive of above specifications)	*2 vCPU, 8 GiB RAM	15	Numbers
C.2			*4 vCPU, 16 GiB RAM	7	Numbers
C.3			*16 vCPU 128 GiB RAM	3	Numbers
C.4			*32 vCPU 256 GiB RAM	1	Numbers
D.1	Managed Hadoop Cluster (open source frameworks including Spark, Flink, Hbase, Hive, Presto, Zookeeper)	4 x Master Node	4 vCPU and 16 GB RAM	2	Numbers
		16 x Data Nodes	8 vCPU and 64 GB RAM, 50 GB HDFS Storage	2	Numbers
		2 x Task Nodes	16 vCPU and 128 GB RAM	2	Numbers
D.2	Monitoring and Log Analytics	Daily log monitoring and advance analytics	5GB Per Day Log Ingestion with 6 Month of data retention	1	Numbers
D.3	Managed Media Services	Video On Demand Encoding	Standard Encoding with Minutes / Month	200000	Minutes
		Standard Streaming Endpoint	Per Endpoint	3	Numbers
D.4	Managed Redis Cache	Premium Tier	6GB Per Instance	2	Numbers
			12GB Per Instance	2	Numbers
			26GB Per Instance	1	Numbers
D.5	Point to site VPN connectivity (IPSec VPN)	24x7 hours operations	This service is used to establish a secure point to site connection between an individual client computer and a subnet in CSP's network	100	Numbers
D.6	Managed Application Load balancer	Managed service to provide automated traffic distribution from one entry point to multiple back ends over layer 7	Load Balancers with data being processed upto 1TB/month	3	Numbers
D.7	Managed Web Application Firewall	Managed service to protect applications from malicious and unwanted internet traffic	WAF with data being processed upto 1TB/month	3	Numbers
D.8	Managed Content Delivery Network (CDN)	TB egress / data transfer out over CDN	CDN service to be used to securely deliver audio, video, images, data, application, etc., quickly by using the servers closest to each user. CDN to reduce load time and saves bandwidth.	10,00,000	GB

D.9	Data transfer	Data Transfer Egress from Compute & database	Data transfer out per month	200,000	GB
D.10	Data transfer	Data Transfer Ingress	Data transfer out per month	200,000	GB
D.11	Public IP			75	Numbers
D.12	Back-up as a service	Full managed backup service to back up data from managed disks and cloud managed services		500	Numbers
D.13	Domain Name System (DNS)	Managed DNS service that supports all common DNS record types		1	Numbers
D.14	Identity Access Management (IDAM with SSO)	IAM with Role-Based Access Control system and SSO capabilities		1	Numbers
D.15	Virtual Network	Virtual Network enabling the communication between the compute resources	Enable communication between the resource in a network and across the virtual networks Filter network traffic Route network traffic	60	Numbers
D.16	Network Load balancer	Network Load balancer with data being processed upto 1TB/month	Layer 4 load balancer to distribute the traffic across a group of resources or servers	50	Numbers
D.17	Cloud Security Posture Management	Finds the weak spots across the cloud infra and strengthen the overall security	Continuous assessment of the cloud infrastructure to understand the security posture. Identify the threats and vulnerabilities and remediate the same	350,000	Transaction
D.18	SSL Certificate	Secure Socket Layer Certificates for Doman names	Provision of Domain SSL Certificates. Auto renewal of SSL certificates	30	Numbers

Format of Letter of Consent by Consortium Member reviewing each element of the Bid

[On the letter head of each Member of the Consortium including Lead Member]

[Reference No.]

From:

[Address of the Lead Consortium Member]

[Telephone No., Fax No., Email]

[Date]

To

The XXX

Digital India Corporation

6, CGO Complex, Lodhi Road

New Delhi : 110003

Sub: Bid for Selection of Agency for Technical Administration of DIKSHA Platform

Project.

Ref: [Tender Details]

Dear Sir/ Madam,

We, ……………………… [Insert name of the undersigned Consortium Member] Member of Consortium Lead by ……………………… [Insert name of the Lead Consortium Member] have read, examined, and understood the RFP document cited above.

We hereby confirm our concurrence with the RFP including the Consortium Agreement and the Bid submitted by ……………………… [Insert name of the Lead Consortium Member], in response to the RFP. We confirm that the Bid has been reviewed and each element of the Bid is agreed to including but not limited to the commitment and obligations of our Company.

The details of contact person are furnished as under:

Name :

Designation :

Name of the Company :

Address :

Phone Nos. :

Fax Nos. :

E-mail address :

Dated the ……. day of ……. of 20……

Thanking you,

Yours faithfully,

………………………………..

[Signature, Name, Designation of Authorized Signatory of Consortium Member and

Company's Seal]