



**THE INSTITUTE OF
Company Secretaries of India**

भारतीय कम्पनी सचिव संस्थान

IN PURSUIT OF PROFESSIONAL EXCELLENCE

Statutory body under an Act of Parliament

(Under the jurisdiction of Ministry of Corporate Affairs)

ICSI NOIDA OFFICE: ICSI HOUSE, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No. ICSI/PC/IT/(DR on Cloud)/2021/25

June 22, 2021

Sub: Request for Proposal for Disaster Recovery on Cloud for ICSI NOIDA Data Centre Site.

Disclaimer: In view of emergent situation which has arisen due to pandemic of Coronavirus (COVID-19) in India, last date for submission of bid and date for opening of bids may be changed. Such changes, if any, shall be notified on ICSI's website (www.icsi.edu) and/or Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/epublish/app>). The notice of such changes will be binding on all the Bidders.

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| S. No. | Tender Publish Date | June 22, 2021 |
| 1. | Tender Fee | Rs. 1,180/- (Rs.1,000/- + Rs.180/- for 18% GST) (Rupees One Thousand One Hundred Eighty Only) |
| 2. | Earnest Money Deposit (EMD) | Rs.1,10,000/- (Rupees One Lakh Ten Thousand only) |
| 3. | Last date and time for sending Pre-Bid Queries through email (*) | All queries have to be sent at Email ID: praveen.kumar@icsi.edu by 2:00 PM till June 28, 2021. |
| 4. | Replies of Pre Bid queries | If any, will be uploaded on the following website/portal on or after June 30, 2021 by 1:00 PM on website of the Institute (www.icsi.edu) and/or Central Public Procurement Portal (CPPP) (https://eprocure.gov.in/epublish/app) |
| 5. | Last Date and Time for Submission of Bids | July 14, 2021 by 2:00 PM |
| 6. | Address for submission of Bids | The Institute of Company Secretaries of India, ICSI House, C – 36, (Ground Floor Reception: Tender Box of Dte. of Purchase) Sector – 62, Noida – 201309. Note: The technical bid soft copy (complete in all respect) is also to be submitted by the bidders through downloadable link and such download link is to be shared on the following email id: rajeev.mishra@icsi.edu. <u>Financial bid (soft copy) is not to be submitted by email till further notification.</u> |
| 7. | Bid Validity | 180 days from the date of opening of Technical bids. |
| 8. | Date, time & venue of opening of Technical Bids. | July 14, 2021 at 3:00 PM or any other date and time as notified later on. The Institute of Company Secretaries of India, ICSI House, C – 36, Sector – 62,Noida – 201309 or any other location as notified later on. |
| 9. | Date and time of opening of commercial bids. | To be intimated at a later stage, only to technically qualified bidders. |

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| 10. | Contact details | Dr. Nikhat Khan, Director (IT), ICSI, Tel.No.:0120-4082019 Email Id: nikhat.khan@icsi.edu All pre-bid queries has to be sent at praveen.kumar@icsi.edu |
| 11. | Institute Website | www.icsi.edu |

(* In view of emergent situation which has arisen due to pandemic of Coronavirus (COVID-19) in India, no physical meeting will be held. In case prospective bidders wish to have pre-bid meeting, it can be arranged through electronic mode (if requested by prospective bidders through e-mail). Date, time and mode of Pre Bid meeting (through electronic mode) will be informed through the e-mail ids those who request for the same and also be notified on the ICSI's website (www.icsi.edu) and/or Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/epublish/app>).

Statement of Confidentiality

The information contained in this Tender Document or subsequently provided to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of Institute of Company Secretaries of India (hereinafter "ICSI") or by any of their employees or advisors, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided. The purpose of this tender document is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender Document does not purport to contain all the information each bidder may require. This tender document may not be appropriate for all persons, and it is not possible for the ICSI, their employees or advisors to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this tender document. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and where necessary obtain independent advice from appropriate sources. ICSI, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document. ICSI may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.



ICSI NOIDA OFFICE: ICSI HOUSE, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No. ICSI/PC/IT/(DR on Cloud)/2021/25

June 22, 2021

Sub: Request for Proposal for Disaster Recovery on Cloud for ICSI NOIDA Data Centre Site.

A: About The Institute of Company Secretaries of India (ICSI):

The Institute of Company Secretaries of India (herein after referred as ICSI / Institute) is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980. ICSI is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India and having its head office at 22, Institutional Area, Lodi Road, New Delhi. The Institute has another office at C-36, Sector – 62, Noida. ICSI is the only recognized professional body in India to regulate and develop the profession of Company Secretaries in India.

The Institute also has other offices i.e. at C-36& C-37, Sector – 62, Noida and 4 Regional Offices at Prasad Nagar, New Delhi (NIRO), Chennai SIRO, Kolkata EIRO, Mumbai WIRO, Navi Mumbai CCGRT, CoE Hyderabad and 72 chapter offices across India. The 4 RO's, CCGRT, Jaipur, Gurugram, Hyderabad, Pune, Lucknow offices have its Local Area Networks and are integrated through MPLS network connectivity. The Institute has one web server which is currently located outside data center. The Institute's hardware (servers, Firewalls, Server Load Balancer and networking equipment) are installed in above mentioned locations. In the interest of the Bidder it is advised to apprise itself about the infrastructure details from the Dte. of IT, if required, before submitting the bid.

The Institute has implemented Oracle based Enterprise Resource Planning (ERP) system, Microsoft Share-point workflow based Document Management System, Microsoft Office Communication Server and Exchange Server/MS O365 cloud Email based Office Automation system, Cloud based Applications and Databases etc. In addition to this, Linux Server has also been implemented for running Oracle ERP applications. ICSI Website (www.icsi.edu) Server having OS Ubuntu and PHP & Python based technology. The Institute has its own Data Center for these systems at its Noida Office. The ICSI has been availing DR on Cloud.

Sealed tenders are invited by the Institute of Company Secretaries of India (Institute) for **Disaster Recovery on Cloud for ICSI NOIDA Data Centre Site.**

Sealed tenders/bids are invited for '**Disaster Recovery on Cloud for ICSI NOIDA Data Centre Site**' as per the details given in the Part 'A', 'B' & 'C' of the Tender Document. The terms and conditions governing the instant Tender are as under:

B. DEFINITIONS

- i) The "ICSI" / "Institute" means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.
- ii) The "Contract" means **Contract for providing service for Disaster Recovery on Cloud for ICSI NOIDA Data Centre Site**, which the vendor is required to provide to the ICSI under the Contract through this tender.
- iii) The words "Bid", "RFP", "Quotation", "Tender" to be read inter alia and the words have been used inter-changeably. Therefore the words may be understood and interpreted correctly as may be best applicable.

- iv) The words “Contract”, “Agreement”, “Order” to be read inter alia and the words have been used inter-changeably. Therefore the words may be understood and interpreted correctly as may be best applicable.
- v) “Bidder” or “Tenderer” means the agency/firm that is engaged in the business of providing service for **Disaster Recovery on Cloud of Data Centre Site** and applies in response to this notice inviting tender/bid.
- vi) “Vendor” mean the successful bidder who is engaged by ICSI for **providing service for Disaster Recovery on Cloud for ICSI NOIDA Data Centre Site** through this tender process by entering into the contract with the ICSI.
- vii) “Party” means ICSI or Vendor individually and “Parties” shall mean ICSI and Vendor collectively.
- viii) “Letter of Intent” means the communication of the intention of the ICSI to the vendor for the award of work read with tender documents.
- ix) “Work Order” means the order placed by the ICSI to the vendor signed by the authorized officer of ICSI including all attachments and appendices thereto and all documents incorporated by reference therein. Work Order along with the Letter of Intent if any and tender documents and the agreement constitutes the contract.

PART ‘A’

I: Instruction to Bidders

1. PURPOSE

The Institute of Company Secretaries of India (ICSI) is seeking proposals from reputed vendors having expertise to provide service for **Disaster Recovery on Cloud for ICSI NOIDA Data Centre Site**.

- 2. The vendor who is awarded the contract, will assist ICSI in performing a readiness assessment of the existing infrastructure including document requirements, etc. to execute the services smoothly.
- 3. DR site Location must be in India and preferably in any one of the following cities:

(i) Mumbai; (ii) Bangalore; (iii) Chennai; (iv) Kolkata (v) Hyderabad

- 4. The tender document can be downloaded from June 22, 2021 to July 14, 2021 (till 01:00 PM) from the website of the Institute (www.icsi.edu) or Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/epublish/app>) for which Bidder would be required to enclose a demand draft of **Rs.1,180/- (Rs.1,000/- + Rs.180 for 18% GST)** (non-refundable) from any of the scheduled bank drawn in favour of “THE INSTITUTE OF COMPANY SECRETARIES OF INDIA” payable at New Delhi. The bidder can also make online payment of **Rs.1,180/- (Rs.1000/- + Rs.180 for 18% GST)** by using following online link : “<https://apps.icsi.edu/TenderApp>” and enclose the receipt of online payment generated by the system towards the cost of the tender document along with the bid. The bidder who fails to submit the cost of the tender document along with the bid, their bid shall not be considered for evaluation and no further communication shall be entertained in this regard. If any discrepancies found in the downloaded version of the tender document, the latest version of the tender document published by the ICSI through website notification at Institute’s website: www.icsi.edu/tender or **Central Public Procurement Portal (CPPP):**<https://eprocure.gov.in/epublish/app> will be treated as authentic and correct.

All bidders irrespective of their registration with NSIC/MSME have to submit the requisite fee towards the cost of Tender.

5. Earnest Money Deposit (EMD)

- i. Every bidder has to make a deposit of Earnest Money (EMD) of **Rs.1,10,000/- (Rupees One Lakh Ten Thousand only)** in the form of Demand Draft from any of the scheduled bank drawn in favour of “THE INSTITUTE OF COMPANY SECRETARIES OF INDIA” payable at New Delhi. The bidder can also make online payment of the EMD using following online link: **“<https://apps.icsi.edu/TenderApp/>”** and enclose the receipt of online payment generated by the system with the bid.
- ii. Tenders received without the prescribed Earnest Money Deposit (EMD) shall not be entertained and shall be rejected summarily.
- iii. The EMD of the successful bidder can either be converted as part of the performance security on request of the bidder or will be refunded after receipt of Performance Guarantee/Security. In case the selected bidder/vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security is to be submitted by the selected bidder / vendor with the ICSI in the form of bank guarantee from scheduled bank immediately within seven (07) days of issue of work order but before execution of the agreement. The EMD of the unsuccessful bidders will be refunded without any interest/Bank commission/collection charges within 30 days after award of the contract / work order to the successful bidder. The balance of the performance security amount can also be submitted through demand draft issued from any of the scheduled bank drawn in favour of “THE INSTITUTE OF COMPANY SECRETARIES OF INDIA” payable at New Delhi.

(Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of EMD but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of EMD demand draft).

6. Forfeiture of EMD:

The EMD of the bidders shall be forfeited in the following circumstances:-

- i. the bidder withdraws its bid;
- ii. the selected bidder does not accept the Purchase / Work Order;
- iii. the selected bidder fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.

- iv. any other justified reasons e.g. misleading or wrong information in the Bid, violation of the terms and conditions of the Tender, involvement in forming ring/cartel, submission of multiple bids in different names etc.
7. The sealed tenders are to be submitted in prescribed format on the bidder's business letter head duly stamped, signed and dated on each page of Part 'A' & 'B' and 'C' as a token of the bidder's unconditional acceptance to the terms prescribed by the Institute. Details/supporting documents wherever applicable, if attached with the tender must be duly authenticated by the bidder. No over-writing shall be accepted unless authenticated with full signature of the bidder. ICSI shall reserve its discretion to decide on authenticity/validity of the over-writing without prejudice to its any other right. **Each and every page of the Tender document has to be signed, stamped and submitted with the Tender by bidder.**
8. **Bid Submission:** Each bidder shall submit the tender in three separate sealed envelopes, (i) EMD & Tender Fee is to be put in **envelope No. 1** (please mark the envelope as "**No.1 – EMD & Tender Fee**"), (ii) Part 'A' & 'B' including Form I (Annexure A), Form II(a) & II(b) (Annexure B1 & B2), and Form III (Annexure C) and Annexure E to Annexure F along with all requisite documents is to be put in **envelope No. 2** (please mark the envelope as "**No. 2 – Technical Bid**"), (iii) Part 'C' (Annexure D) only is to be put in **Envelope No. 3** (Please mark the Envelope as "**No.3 – Financial Bid**"). All the sealed envelopes bearing No. 1, 2 and 3 are to be put in main envelop i.e. Envelope No. 4.
- (Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of EMD but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of EMD demand draft. However, all bidders irrespective of their registration with NSIC/MSME have to submit the requisite fee towards the cost of Tender).*
9. The bidders must mention the price details in the prescribed format of price bid which is to be put in the sealed envelope as instructed at Sr. No. 8 above. The bidders should ensure that price details are not mentioned anywhere, except the prescribed price bid format. In case, during the evaluation it is found that the bidder has mentioned the price details anywhere, other than the prescribed price bid; the bid submitted by such bidder shall be out rightly rejected.
10. The sealed tender envelope duly super scribed, "**Request for Proposal for Disaster Recovery on Cloud for ICSI NOIDA Data Centre Site due on July 14, 2021**" must be addressed to **Secretary, ICSI** and be sent at the Institute's address given below either by registered post/speed post/courier or by dropping in the tender box placed at Ground floor of Institute's Noida office address as mentioned below & should reach on or before **2.00 PM on July 14, 2021**.

Address:

Secretary

The Institute of Company Secretaries of India

ICSI House, C-36, **(Ground Floor: Tender Box of Dte. of Purchase)**

Sector-62

The Institute shall not be liable for any transit delays whatsoever and tenders received after the stipulated time/date are liable to be rejected summarily without assigning any reason and without any further reference to the Bidder.

Note: The technical bid soft copy (complete in all respect) is also to be submitted by the bidders through downloadable link and such download link is to be shared on the following email id: rajeev.mishra@icsi.edu. Financial bid (soft copy) is not to be submitted by email till further notification.

11. The **Technical Bid shall be opened on July 14, 2021 at 3:00 PM** or any other date and time as notified later on in the Institute of Company Secretaries of India at ICSI House, C-36, Sector-62 Noida 201309 or any other place as notified later on in the presence of those bidder(s), who wish to be present. Due to present situation of lockdown due to pandemic of Coronavirus (COVID-19) in India, ICSI may decide to open the bids on electronic mode. Mode, Date & time of opening of bids will be informed through the e-mail id those who requests for the same and also be notified on the on ICSI's website (www.icsi.edu). No separate communication will be sent in this regard through any other mode of communication. **In the event of due date being a closed holiday or declared Holiday for ICSI-HQ / Central Government offices, or due to the lockdown condition, the due date and time for opening of the bids can be changed on the sole discretion of ICSI which will be notified only at the ICSI website (tender page).**
12. The GST has rolled out with effect from 01.07.2017. For implementation of GST in ICSI, bidders who have not migrated to or registered with GST regime will not be eligible to participate in any tender of the Institute. Any offer received from the bidder without GST registration details will be summarily rejected.
13. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
14. The bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the ICSI shall be in English.
15. ICSI shall have the right to assess the competencies and capabilities of the bidder by going through the credentials given in the Technical Bid and on the basis of such credentials, ICSI may reject the candidature of the bidder without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular bidder. The Financial Bid of only those bidders who qualify in the technical scrutiny shall be opened and time and date for opening the Financial Bid shall be communicated separately.
16. ICSI reserves the right of accepting the bid in whole or in part without assigning any reason and such decision shall be final. The part acceptance of the bid shall not violate the terms and conditions of the tender documents and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.

17. Incomplete bids shall be rejected out rightly. No alterations, amendments or modifications shall be made by the Bidder in the Tender documents and if any such alterations are made or any special conditions attached, the bid shall be liable to be rejected at the discretion of the ICSI without reference to the bidder. Tempering with any format given may be liable for rejection / disqualification of the bids. Correction and overwriting anywhere in the tender document should be avoided. Every correction and overwriting must be authenticated with full signature of the bidder, otherwise the tender is liable to be rejected. Decision of ICSI on such corrections, overwriting, authentications shall be final and binding on the concerned bidder.
18. Each Bidder acknowledges and accepts that ICSI may in its absolute discretion apply selection criteria specified in the tender document for evaluation of proposals for short listing / selecting the eligible vendor(s). All Bidders on responding to ICSI for this tender will be deemed to have accepted the terms of this tender document. Non acceptance of any of the terms & conditions as stated in Tender document and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Bid invalid.
19. In the interest of the Institute, ICSI at its discretion may include or exclude any bidder who has served/worked for the ICSI by executing any similar contract through tender/RFP in recent past. Such inclusion or exclusion of bidder shall be decided during technical evaluation of the bids of this tender process.
20. The Institute reserves the right to accept or reject any or all the tenders including the lowest tender(s) without assigning any reason or to cancel the whole tender process at any stage without assigning any reason whatsoever at its sole discretion prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the ICSI's action. The decision of the Institute will be final and binding on all concerned.
21. The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender. Also a bidder who was awarded any contract earlier but refused to continue the contract/refused to sign the agreement as given by the Institute will not be eligible to participate in this tender.

22. Eligibility Criteria for bidding:

| S.No | Particulars | Response Yes/No | Supporting Document Reference with Page No. |
|-------------|--|------------------------|--|
| 1. | The bidder shall be a company incorporated, registered under the Indian Companies Act, 1956 or Companies Act, 2013. Self-attested copy of Certificate of Incorporation / Copy of Registration Certificate (s) to be enclosed. | | |
| 2. | Board Resolution certified by the CEO/MD or Company Secretary of the bidder or Power of Attorney issued by the CEO/MD of the bidder in favour of the Authorized Signatory of the bid on behalf of the Bidder. Original Power of Attorney or certified copy of the board Resolution to be enclosed. | | |

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| 3. | Bidder must have office establishment in the city where the service of DR on cloud will be provided for liasioning/coordination. Self-attested copy of supporting documents to be enclosed. | | |
| 4. | Average of the annual turnover of the bidder for last 3 years (FY 2019-20, 2018-19, 2017-18) must be above Rs.100crores. Self-attested copy of Audited financial P&L statements and Balance Sheet to be enclosed. | | |
| 5. | Bidder should have at least Ten (10) years of experience in similar kind of projects (Disaster Recovery site services on cloud). Self-attested copy of relevant documents to establish the above to be enclosed. | | |
| 6. | The bidder's Data Center from where the cloud services would be offered, should be at least a Tier 3 Compliant facility. Self-attested copy of Tier 3 Compliance certificate to be enclosed. | | |
| 7. | Tender Fee. Online payment receipt or Demand Draft to be enclosed. | | |
| 8. | EMD. Online payment receipt or Demand Draft or valid NSIC / MSME certificate/document to be enclosed. | | |
| 9. | Copy of PAN. Self-attested photocopy of the PAN to be enclosed. | | |
| 10. | Copy of GSTIN Certificate. Self-attested photocopy of the GSTIN certificate to be enclosed. | | |
| 11. | The bidder must be either an ISP of Category "Class A" or having tie up with ISP of Category "Class A" license. The bidders who will having tie up with ISP of category of Class "A" to be considered provided they give in writing that they will be responsible and accountable for resolving all ISP related issues. Bidder who are ISP of category class "A" has to submit self-attested copy of the ISP license and bidders who are having tie up with ISP of category class "A" has to submit self-attested copy of tie-up agreement with ISP along with copy of the ISP License and undertaking on its business letter head, stating its absolute responsibility and accountability. | | |
| 12. | The bidder must have at least two operating data centre sites located in two different cities of India from where it is offering DR on cloud services to its clients. Self-attested copy of relevant documents establishing the above criteria is to be enclosed. | | |
| 13. | The bidder must have at least Five (5) clients to whom DR on cloud service is provided, out of which minimum two (2) should be Central Government/State Government/ Public Sector organizations /Autonomous Bodies/ Statutory Bodies, Business house. Self-attested copy of the contract or work order to be enclosed. | | |
| 14. | Escalation matrix upto the level of CEO to be provided. Details on business letter head of the bidder to be | | |

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| | enclosed. | | |
| 15. | Bidder should not have been blacklisted by any Firm/Organization/School/Board/University/Institution or any Government organization and no litigation is pending in the court of law against the bidder. Bidder also should not be under any legal action or not declared ineligible to participate for unsatisfactory past performance by the Government of India for indulging in corrupt, fraudulent, coercive, undesirable or restrictive practices or any other unlawful or unethical business practices with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years. The Bidder also must not have been declared bankrupt/insolvent or should not have filed for bankruptcy/insolvency in the past five years or in the process of being declared bankrupt / insolvent before any designated authority. Declaration from Authorized Signatory on the Bidder's Business Letter Head to be enclosed | | |
| 16. | The bidder must have adopted ITIL best practices and must have in possession of valid ISO certification as on the date of submission of the bid e.g. ISO 9001:2008 / Equivalent certificate for quality and ISO 27001/ ISO 20005 Equivalent certificate for Data Security and Management. Self-attested copy of the certificates to be enclosed. | | |
| 17. | The Bidder who has refused to continue or sign the agreement in past for any contract awarded by ICSI, will not be eligible to participate in this tender. The bidder who has been terminated during the contract period due to unsatisfactory performance will also not be eligible to participate in this tender. Declaration from Authorized Signatory on the Bidder's Business Letter Head to be enclosed. | | |

23. Mandatory Requirements

The following is the list of the mandatory requirements that need to be fulfilled/ provided by the bidder as part of the bid response:

| S.NO. | Criteria | Documents to be provided |
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| 1. | Solution document: Solution document provided by the bidder as part of response should include the following parameters: a) Design details and parameters based on which bidder proposed DR Site services Solution/ DC location. | Solution document as part of technical bid response document. |

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| | <p>b) Complete scope of work as per Annexure-D and list of the activities to be executed as part of the project</p> <p>c) Security principles: The procedures, best practices which are followed and adopted.</p> | |
| 2. | <p>The bidder shall commit that the key personnel to be employed for the project have been sufficiently involved in similar implementations and that once assigned to the project will not be moved out of it, except for reasons beyond the control of the bidder or with the prior consent of the concerned ICSI official. In such case an equally competent employee shall be provided as a replacement. The resources may work on other assignments but should be available for ICSI requirements as and when required.</p> | <p>CV's of personnel to be assigned.</p> <p>Certificate from the Company Chief Executive or any authorised person by the Chief Executive.</p> <p>Minimum Qualifications:</p> <ol style="list-style-type: none"> 1. At least 8-10 years of experience in Information Technology domain industry on Project implementations/Management/Delivery. 2. B.Tech/M.Tech/MCA in IT/CS 3. ITIL/CCNA/CCNP/ITSM/CSM/ Cloud Computing/AWS/Azure/etc. certified Engineers. 4. Project experience on DR on cloud services, DC-DR/BCP Management. |
| 3 | <p>Bidders must provide a bar chart detailing the time schedule for total implementation as per duration of the contract as specified by ICSI for DR services on cloud solution for primary data centre.</p> | <p>Please attach bar chart detailing the time schedule with implementation plan by the bidder.</p> |
| 4 | <p>The bidder should provide address details of their data centre, project office and support centre for personal / virtual visit by the concerned ICSI officials.</p> | <p>Please attach address details and undertaking to facilitate the virtual tour of the bidder's Data Centre site and interaction with the technical resources, if required by ICSI.</p> |
| 5 | <p>The bidder shall organize the responses in accordance with the format specified in the tender and under no circumstance shall leave any response item unanswered. If any row or column does not contain the response, the entire response may not be taken up for consideration. Any response not as per the format may not be included for any further consideration.</p> | |
| 6. | <p>The bidder shall furnish relevant documentation supporting the above eligibility / qualification criteria separately and shall be put in the sealed envelopes containing the technical bid. In case of non-submission of any of the document / response mentioned above, the bidder shall be disqualified without any notice and the bids of the bidder may not be processed further.</p> | |

24. Non acceptance of any of the terms & conditions as stated in tender document and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Tender invalid. Only bidders whose Infrastructure/Technical experience particulars as stated in tender are determined to be in consonance with Institute's requirements shall be considered further in the Tender Evaluation Process.
25. The bidders are required to study and understand the Institute's complete set-up including hardware, software, network, applications, website, other infrastructure, configurations etc and the requirements of the Directorate of IT while quoting for the DR on cloud Service charges.
26. The rates to be quoted by the bidder shall expressly be inclusive of all charges including statutory taxes, fees, cesses, duties, levies, charges, surcharges and other components, etc. (net to Institute) except GST for DR on cloud Services .GST component shall have to be mentioned separately as per price bid format. No component of cost / tax shall be paid by the Institute unless the same is included specifically in the quotations.
27. **Bid Validity:** Price quoted must be valid for at least 180 days from the date of opening of technical bid. However, the prices finalized after opening the tenders shall not increase throughout the period of Contract. ICSI reserves its discretion to extend the validity of the Tender with the mutual consent of the concerned bidder.
28. Incomplete bid shall be rejected out rightly.
29. At any time prior to the last date for receipt of bids, the ICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by the bidders, modify the tender document by issuing an addendum/corrigendum. Any such amendment issued along with the original tender document will constitute revised tender. The addendum/corrigendum will be uploaded on the ICSI website. The bidders are requested to visit the website frequently to check for any amendments.
30. The ICSI may at any time during the tendering process but before opening the financial bid request the bidders to submit revised technical / financial bids and/or supplementary financial bids, in case of change in Scope of Work, without thereby incurring any liability to the affected bidder or bidders.
31. In case of non-compliance by the bidder, of any of the terms and conditions as stated in the tender documents / Service Level Agreement (SLA) or if the Bidder withdraws or amends, impairs or derogates from the tender / Service Level Agreement (SLA) in any respect within the period of validity of the tender / Service Level Agreement (SLA) or bidder fails to execute the work as per the Tender/Work Order or fails to deliver the satisfactory performance during the period of contract, or fails to execute agreed Service Level Agreement (SLA), ICSI shall have the right to invoke the said Bank Guarantee and to forfeit the security deposit / earnest money deposit and such decision of the ICSI shall be final.
32. **Bid Evaluation Criteria:**

The bidders are required to study the Institute's complete set-up while submitting their bid.

 - i. **Technical and infrastructure bids Evaluation Criteria:**
 - a. The Bidder should fulfill the eligibility criteria for bidding as mentioned in the document. The Bidder who does not qualify these criteria may not be evaluated further and rejected at this point itself.

- b. A presentation is to be given by the eligible bidders before the technical evaluation committee formed for the purpose. The presentation will comprise of the following topics in the evaluation process:
 - The presentation may be broadly on the following aspects/lines
 - About 30 minutes presentation/interaction regarding his/her understanding of scope of work
 - Proactive approach for smooth functioning.
 - Quality assurance of the deliverables
- c. Evaluation of bidder's infrastructure, manpower, financial strength, technical expertise and experience in the relevant fields will be done through the information / documents provided as a part of the technical and infrastructure bids.
- d. Evaluation of work experience in the relevant fields will be done through the information / documentary proofs such as client's certificate provided by the bidder as a part of the technical and infrastructure bids.
- e. In order to facilitate the Technical and infrastructure Bid evaluation, the technical criteria laid down along with the assigned weights have been presented in the Technical and Infrastructure Evaluation Matrix (**Annexure F**). The marking scheme presented is an indication of the relative importance of the evaluation criteria.

ii. Financial-Bid Evaluation

The Financial-Bid evaluation is done only for those bids which are responsive and which have a Final Technical Score of at least 40 marks.

Financial bids of only those Bidders will be opened who qualify in the technical and infrastructure bids evaluation process. The date, time and venue for opening the financial bids will be intimated to the technically qualified bidders only.

iii. Commercial Evaluation (CE)

- a. In case of Commercial Evaluation of the Proposal, Full marks (100 marks) will be allotted to the Bidder who quotes the lowest financial bid (L1).
- b. While the Bidder with lowest financial bid (L1) will get a financial proposal score (FPS) of 100 marks, other Bidders will be awarded in proportion to the marks scored in relation to the Bidder with the lowest bid. Thus the other Bidders will get marks < 100. The Financial proposal scores (FPS) of all other bidders will be determined by the formula:

$$\text{FPS} = \text{Lowest Financial bid } [(L1) / F] * 100 \text{ (Where F is the Financial bid by this Bidder).}$$

For example: If Bidder A quotes Rs.100 and Bidder B quotes Rs.50, Bidder B will be allotted 100 Marks on the ground that it is the lowest Bidder. Bidder A will get (Inversely Proportional)

$$\text{FPS} = (50/100)*100 = 50 \text{ marks}$$

Total score = 60% x technical proposal score + 40% x Financial proposal score

II. Scope of Work

1. Services to Be Provided by the vendor:

Service Provider shall provide service at ICSI designated locations as below and in accordance with the specifications set forth in this tender document:

i.) DR Solution:

- a. RPO (Recovery Point Objective) timeline is 30 Minutes and RTO (Recovery Time Objective) timeline is 3 Hrs.
- b. Provide DR solution for 24 production servers at present. Additional servers may be included in DR site in near future as per the requirement of the Institute for which the bidder has to provide the monthly recurring cost separately in the commercial bid.
- c. Failovers and fail backups from on premise to DR site in an automated fashion.
- d. Service Provider should ensure that Solution should be workable in BCP (Business Continuity Plan) to run the Institute Services without any delay and issues.
- e. Unified replication solution to be proposed for all Servers.
- f. Replication solution should support data encryption in transit for replication between Primary to DR site.
- g. DR site and infrastructure to be completely managed by service provider on 24*7 basis.
- h. DR solution should offer 24x7 online DR reports including RPO / RTO analysis, DR site health analysis as well as Replication link analysis.
 - i. Service provider to own replication solution along with 24x7 monitoring and management. Currently the Institute has one replication server as has been provided by the present DR site managing firm, which may be used by the bidder for their purpose. However the comprehensive AMC of this server with OEM is to be ensured by the bidder at its cost under the managed service. Server Specs are HP ProLiant DL380e Gen8, 1 CPU, 4 Cores, HDD 450 GB*3, RAM 8 GB, Windows Server OS 2012.
- j. DR solution to be capable of delivering unlimited non-disruptive DR drills without extra cost.
- k. Service Provider has to replicate all these servers from various locations of Delhi & NCR. Two Servers are located at ICSI HQ Lodi Road Delhi site and remaining Servers located at ICSI NOIDA Data Centre.
- l. The service provider must align the dedicated technical resource who have expertise in DC & DR on Cloud. for implementation, commissioning, coordination, and other future requirement till the contract is closed.
- m. Servers under DR may be upgraded / changed with reference to hardware (HDD, RAM, Cores, etc.), system software (Operating Systems like Windows, LINUX, and Ubuntu etc.), Data Change and Application configurations, shuffling/replacement of Servers. In such case, the bidder has to reconfigure the DR as per the needs as and when required at NO extra cost to the Institute. The Present Servers Tentative details which need to be bring under DR Site are mentioned as under :

| S.NO | Model | Processor | OS Version | No of Cores | RAM | HDD | Application | Data Base | Host Name | Drives in DR Replication | Growth of data per month |
|------|---------------------|---|-----------------------------------|-------------|-------|----------|------------------------|-----------|----------------|--|--------------------------|
| 1 | IBM System x3650 M5 | Intel(R)Xeon 2.40 Ghz (2 processors) | windows 2008R2 Std | 12 | 32 GB | 600GB*8 | Domain Controller (DC) | | icsinoidc001 | C (97.66 GB),D (459.88 GB),E (1.63 TB) | 50 GB |
| 2 | Dell 720 | Intel Xeon CPU E5-2609@2.40 GHz (@ processor) | Windows Server 2008 R2 Enterprise | 8 | 32 GB | 600GB*8 | | DB | ICSINOIEXC023 | C (503.15 GB) , C:\SRV (100 MB),F (2 TB) | 20 GB |
| 3 | Del 740 | Intel Xeon Sliver 4110 CPU@2.10 (2processors) | windows 2016 Std | 16 | 64 GB | 1.2TB*6 | APP | | ICSIIN | C (299.45 GB), D (3.19 TB),E (600 GB), F (300 GB) | 15 Gb |
| 4 | Dell 740 | Intel Xeon Sliver 4110 CPU@2.10 (2processors) | Windows Server 2008 R2 Enterprise | 16 | 64 GB | 1.2TB*6 | | DB | ICSINOISQL0115 | C (151.4 GB) , C:\SRV (100 MB),D (502.25 GB),E (1.15 TB), J (2 TB) | 5 GB |
| 5 | Del 740 | Intel Xeon Sliver 4110 CPU@2.10 (2processors) | windows 2012 Std R2 | 16 | 64 GB | 1.2TB*6 | | DB | FMS | C (499.48 GB) ,D (500 GB),F (1000 GB) | 5 GB |
| 6 | Del 740 | Intel Xeon Sliver 4110 CPU@2.10 (2processors) | windows 2012 Std R2 | 16 | 64 GB | 1.2TB*6 | | DB | ICSINOIWEBI N | C (496 GB) , D (196 GB),E (634 GB), F (348 GB) | 5GB |
| 7 | HP proliant | Intel CPU E5-2620 | Windows Server 2008 | 8 | 32 GB | 1 TB * 4 | App | DB | NEWCRAS | C (499.9 GB) ,D (778 GB),E (584.96 GB) | 10 GB |

| | | | | | | | | | | | |
|----|----------------------|---|-----------------------------------|----|-------|---------|-----|----|----------------|--|------|
| | dl380 G8 | @2.40 (2 Processor) | R2 Enterprise | | | | | | | | |
| 8 | Dell 720 | Intel Xeon CPU E5-2609@2.40 GHz (@ processor) | Windows Server 2008 R2 Enterprise | 8 | 32 GB | 600GB*8 | APP | | ICSINOISPS0117 | C (201.57 GB) , C:\SRV (100 MB),D (202.85 GB) | 2 GB |
| 9 | Fujitsu | Intel CPU E5-2620 @2.10 (2 Processor) | Windows Server 2008 R2 Enterprise | 12 | 64 GB | 600GB*8 | APP | DB | TSERVER | C (100 GB) , C:\SRV (502 MB),D (164.04 GB),E (293.87 GB) | 1 Gb |
| 10 | Dell 720 | Intel Xeon CPU E5-2609@2.40 GHz (@ processor) | Windows Server 2008 R2 Enterprise | 8 | 32 GB | 600GB*8 | APP | | ICSINOIHUB025 | C (503.15 GB) , C:\SRV (100 MB),D (1.14 TB),E (796.09 GB), F (878.91 GB) | 1 GB |
| 11 | Del 710 | Intel Xeon Cpu x5650 @2.66Ghz | Windows Server 2003 R2 Enterprise | 12 | 32 GB | 600GB*5 | APP | DB | PSERVER | C (195.41 GB) ,D (488.29 GB),E (991.42 GB) | 3 GB |
| 12 | HP proliant dl380 G8 | Intel CPU E5-2620 @2.40 (2 Processor) | Red Hat Linux 5.7 tikanga | 8 | 32 GB | 1 TB* 5 | APP | DB | ICSINOIERP011 | /, /boot, /dev/shm, /d010, /d020, /d030, /d040,[/dev/cciss/c0d0 - 500 GB, /dev/mapper/mpath10 - 3 TB][[/dev/mapper/emc_vg3-d050 500 GB, /dev/mapper/emc_vg3-d060 500 GB, /dev/mapper/emc_vg3-d070 500 GB, /dev/mapper/emc_vg3-d080 500 GB) | 5 GB |

| | | | | | | | | | | | |
|----|-----------------|---|-----------------------------------|----|--------|---------|-----|----|-----------------------|---|-------|
| 13 | Del 710 | Intel Xeon Cpu x5650 @2.66Ghz | Windows Server 2008 R2 Enterprise | 12 | 32 GB | 600GB*5 | APP | DB | icsidelappl001 | C (292.87 GB) , C:\SRV (100 MB),D (796.22 GB),E (585.94 GB) | 10 GB |
| 14 | Fujitsu | Intel CPU E5-2620 @2.10 (2 Processor) | Windows Server 2008 R2 Enterprise | 12 | 32 GB | 600GB*8 | APP | DB | icsidelbiz020 | C (97.65 GB) ,D (50.89 GB) F (793 GB) | 3 GB |
| 15 | Dell 740 | Intel Xeon Sliver 4110 CPU@2.10 (2processors) | Windows Server 2016 std | 16 | 64 GB | 1.2TB*6 | APP | | ICSINOISAMA SHAP | C (400 GB) ,D (2TB) | 5 GB |
| 16 | System x3650 M5 | intel(R)Xeon 2.40 Ghz (2 processors) | Windows Server 2008 R2 Enterprise | 12 | 128 GB | 600GB*8 | | DB | ICSINOISAMA SHSQL2012 | C (557.54 GB) ,D (1.05 TB) F (2TB) | 2 GB |
| 17 | System x3650 M5 | intel(R)Xeon 2.40 Ghz (2 processors) | Windows Server 2008 R2 Enterprise | 12 | 96GB | 600GB*8 | APP | | ICSINOISMAP P002 | C (557.54 GB), D (1.54 TB),E (100.5 GB), F (557.86 GB) | 5 GB |
| 18 | System x3650 M5 | intel(R)Xeon 2.40 Ghz (2 processors) | Windows Server 2008 R2 Enterprise | 12 | 96 GB | 600GB*8 | | DB | ICSINOISMSQL3 | C (557.54 GB), D (794.55 GB),E (878.91 GB) | 2 GB |
| 19 | Fujitsu | Intel CPU E5-2620 @2.10 (2 Processor) | Windows Server 2008 R2 Enterprise | 12 | 32 GB | 600GB*8 | APP | | icsideladc001 | C (97.65 GB) ,D (460.75 GB),E (1.64 TB) | 10 GB |
| 20 | Dell 740 | Intel Xeon Sliver 4110 CPU@2.10 (2processors) | Windows Server 2016 std | 16 | 64 GB | 1.2TB*6 | APP | DB | dmsa | C (300 GB) , D (300 GB) E (1 TB) | 3 GB |
| 21 | Dell 740 | Intel Xeon Sliver 4110 | Windows Server 2016 | 16 | 64 GB | 1.2TB*6 | APP | DB | trn | C (500),D 500 (Gb) E (2 TB) | 3 GB |

| | | | | | | | | | | | |
|----|-----------------------|--|--|----|-------|---------|-----|----|----------|---------------------------------------|------|
| | | CPU@2.10 (2processors) | std | | | | | | | | |
| 22 | Dell 740 | Intel Xeon Sliver 4110 CPU@2.10 (2processors) | Windows Server 2012 Std R2 | 16 | 64 GB | 1.2TB*6 | APP | DB | sptes | C (300 GB), D(824 GB) , E (795 GB) | 3 GB |
| 23 | System x3650 M5 | intel(R)Xeon 2.40 Ghz (2 processors) | Windows Server 2008 R2 Enterprise | 12 | 32 GB | 600GB*8 | APP | DB | cosmicdb | C(557 GB),D (1-67 TB) | 2 GB |
| 24 | System x3650 M5 | intel(R)Xeon 2.40 Ghz (2 processors) | Windows Server 2008 R2 Enterprise | 12 | 32 GB | 600GB*8 | APP | DB | AMS | C(557 GB) D (794 GB) | 2 GB |

ii.) Managed Services and License at DR site:

- a. Service provider to provide Operating system licenses at DR site.
- b. Service provider to provide Operating System and Database support on 24*7 basis during DR replication or DR drills.
- c. Database licensees will be provided by ICSI.
- d. Application licenses will be provided by ICSI.
- e. Network bandwidth provision for DC & DR connectivity and replication.

iii.) DR Management and DR Drill:

- a. Service provider to do DR drill Twice (2) a year during the five (5) years contract or as instructed by the ICSI official.
- b. DR Services and DR drill end to end management is in scope of service provider.
- c. Service provider has to ensure the support in trouble shooting/guiding/etc. (like OS, Database, Applications, Sysadmin etc.) during the DR Call to ICSI Technical resource and officials.
- d. Service provider has to provide proper SOP, DR drill process documents, guidance/support to FMS engineers at ICSI DC site.
- e. Service Provider has to submit the DR drill outcome report after Disaster Recovery Drill call.

iv.) Proposed Solution required should include the following but not limited to:

- a. The proposed disaster recovery site (Data Center and Cloud Setup) should be from geographically distant location falling under different seismic zone.
- b. The proposed solution should be “On Demand Disaster Recovery” with the protected host VMs powered on only during DR or DR test period.
- c. Failovers and fail backups from on premise to DR site in an automated fashion.
- d. Service Provider should ensure that Solution should be workable in BCP (Business Continuity Plan) to run the Institute Services without any delay and issues.
- e. Proposed solution should be burstable in terms of CPU, RAM & Storage space, data size, etc.
- f. Service provider should have provision to offer Remote VPN services to roaming / mobile users to connect to the DR site securely over public internet (IP VPN). Service provider has to provide the Public IP’s for all the DR Servers and enable the desired ports open as and when required.
- g. Global Server Load Balancer (GSLB) has to be managed by the Service provider, Name Server (NS) record at Institute Domain. Service Provider will be mapped to DR Service provider GSLB and it should be configured on TCP port mechanism.
- h. ICSI should be able to perform Non-Disruptive DR Drills to achieve the consistency and Repeatability of the Disaster Recovery processes.
- i. Highly Scalable solution- Supporting replication up to 15 separate locations for many to one and one to many replication scenarios.
- j. RPO monitoring, Reporting and Events Analytics for the Disaster recovery solutions should be offered as part of the offering. ICSI reserves the right to reject the Bid technically if reporting and monitoring component is overlooked by the service provider.
- k. The Service provider will provide end to end working solution including the replication tool, DR infrastructure on Cloud / Managed Hosting with DR drill and management. ICSI will provide the application licenses (as applicable) for the DR site.

- l. Service provider will have to size up the optimal Bandwidth for replication between DC and DR site for ensuring the PROD server replication to DR site without extra cost.
- m. Designing and deploying managed connectivity solutions to continuously replicate the data to the DR site as well as to redirect the users to the DR site during disaster.
- n. Training should be provided to the staff members and System Administrator on DR.
- o. Services provider should provide the solution document of DR and application.
- p. Dedicated connectivity link from Primary data centre of ICSI to DR site shall be the part of DR solution to be provided by the service provider.
- q. DR site Management and monitoring Console should be provided by the service provider to the ICSI.
- r. The service provider should be able to provide Video Surveillance record of the DR site of any given point of time as required by ICSI.
- s. The service provider should ensure the percentage scalability by which the committed maximum resources such as cores, capacity and memory can be scaled up or down.
- t. Service provider will have to adhere to following minimum criteria to ensure consistent working DR environment at all times.
 - i. Half yearly DR Drill should be bundled per year as part of the solution. ICSI may be able to make choice of more Drills at incremental cost basis as per their business need. Apart from the bundled, DR Drill cost should be shared separately on per DR Drill cost basis to ICSI.
 - ii. Process for data recovery check on defined intervals - Minimum 1 recovery exercise in every 6 months of the Backed up data. ICSI will define the data recovery plan for checking the data integrity and consistence.
 - iii. Minimum 1 upgrade / downgrade test every 6 months for computing, storage, and network based on the requirement.
 - iv. Minimum 1 Vulnerability Test / Penetration Test to be done on the DR setup at least once in six months based on the requirement.

ICSI can engage any 3rd party Audit firm for independent audit tests and security certifications at its own discretion. Service provider should provide reasonable access and support to authorized 3rd Party Auditor for conducting such audits / compliance on approval from ICSI.

v.) Service Outage Reporting

Service Provider should have facility to provide 24x7x365 access to its online support portal for customer to report any service outage / performance issues. Service Provider must provide with 24*7*365 emergency number to reach a support person and their backup in the event of customer equipment failure or a data center outage (DR Site).

vi.) SLA - Network Availability > 99.9%

vii.) Acceptable performance levels

For the provision of service as stated in this SLA, Service Provider is required to provide service in ways that are acceptable to the ICSI. These include the following:

| Service description | Performance level |
|--|--|
| Monitoring of recovery of disrupted data systems and networks in aftermath of disruption | Detect 100% of all possible service disruptions and report within 30 minutes of detection |
| Organization and execution of at least one (1) Half Yearly BC/DR exercise to ensure proper operation of hot site and that failover to the hot site occurs as planned | Exercise is conducted that verifies proper operation of failover capabilities has occurred |

viii.) Performance metrics

The following metrics will be used for assessing Service Provider performance:

| Performance area | Examples of metrics |
|--|---|
| Developing and implementing data failover and recovery as required by Customer BC(Business Continuity) plans and related documents | <ul style="list-style-type: none"> Process to review BC(Business Continuity) plan in place. Linkages to strategies, BIAs (Business Impact Analysis) etc. Operating procedures for BC (Business Continuity) plan validated. |
| Validating proper operation of BC(Business Continuity) plans through annual exercise of plans with hot site | <ul style="list-style-type: none"> Exercise program in place with post-exercise assessments and after-action Reports. |

ix.) Monitoring, tracking and evaluating performance

Criteria used for evaluating Service Provider performance will include the following:

- a) Monthly status reports submitted by Service Provider highlighting work performed, results achieved, successful activities, unsuccessful activities, other performance issues etc.
- b) Ongoing monitoring and observation of Service Provider by Company.

x.) Process for resolving performance issues

Any performance issues on the part of Service Provider will be discussed within four hours of their occurrence by ICSI management. This can be in the form of a face-to-face meeting or an electronic conference via Skype, Go to Meeting or other accepted conference system. Issues will be presented by ICSI representatives and Service Provider will have the opportunity to explain its performance. Minutes of such meetings will be recorded. If Service Provider accepts report by ICSI it will have 72 hours to remediate the issue. If Service Provider rejects report by ICSI it will have 24

hours to provide a suitable explanation and proposal for remediation.

xi.) Remedies for failure to provide acceptable performance, escalation procedures

Failure to provide acceptable performance by Service Provider under the terms of this agreement will result in the following penalties:

| Issue | Remedy |
|--|---|
| Failure to resolve performance issue within 24 hours | ICSI will reduce service fee to Service Provider by 10% for the month in which issue occurred |
| Failure to resolve performance issue within 72 hours | ICSI will reduce service fee to Service Provider by 15% for the month in which issue occurred |
| Failure to resolve performance issue within one (1) week | ICSI will reduce service fee to Service Provider by 20% for the month in which issue occurred |

2. Physical and Environmental Security Requirement

The vendor has to

- a) host the entire Cloud infrastructure in a secure self- owned data center which has to be at least Tier 3 Compliant facility,
- b) ensure that the service is not delivered on outsourced or white-label service platform of other backend provider,
- c) have Data Centre constructed to world class hosting standards as defined by the either “Uptime Institute, USA” or TIA942 Standard from “EPI Institute”
- d) ensure that services provided are to be backed by high QOS (Quality of Service) / SLA (Service Level Agreement),
- e) have Centralized NMS (Network Management Systems) & 24*7*365 helpdesk,
- f) provide advanced system security, monitoring & management,
- g) ensure that Fire Suppression and Protection System should include three levels of redundancy based on Gas Fired Systems, Carbon Monoxide based systems and Water Sprinkler based systems,
- h) ensure that the floors as well as the ceiling should be based on false flooring and ceiling where the wire conduits and the fire protection systems are installed,
- i) ensure that the entire facility around the data center is also equipped with a fire detection and smoke alarm system to alert the facilities administration group in case of fire hazards, before this can affect the data centre area,
- j) ensure that the entire premises are monitored through Video Based Close Circuit TV system for 24X7 Security Surveillance,
- k) ensure that general level security personnel should be available on 24 hour’s basis at all the entry and exit points into the premise with any non-employee entrance restricted to only one entry point,
- l) ensure that physical entry of any visitor or nonemployee beyond the Reception Lobby should be permitted only with authorized employee presence at all times within the facility to build in additional level of security,
- m) ensure that physical access to the Main Data Centre facility is protected through a Biometric Finger-Print Scan facility with an added access card based authentication system,
- n) provide multi-homed network and centralized NMS (Network Management System),
- o) ensure that they remain accessible by means of
 - i. 24x7 Phone Support
 - ii. 24x7 Smart Messaging

iii. Via Email

- p) provide uninterruptible power system,
- q) provide redundancy in connectivity,
- r) provide world class controlling atmospheric conditioning system at the data center,
- s) ensure that they should configure services on world class systems and equipment like General Instruments, Sun Microsystems, Compaq, Lucent Technologies, Dell, HP, IBM, Juniper, Cisco Systems etc.
- t) should have minimum following industry level certification compliances,
 - i. ISO 27001 or equivalent.
 - ii. ITIL/CCNA/CCNP/ITSM/CSM/ Cloud computing//AWS/Azure/etc. certified Engineers.
- u) ensure that ICSI infrastructure to be provided with assured security with all latest features/appliances with firewalling, content filtering, and intrusion prevention.
- v) be able to provide distributed denial of service and manage it.
- w) The Bidder will be responsible for DR on cloud Services for ICSI Servers with the trouble free integrated working of the hardware, software (system and application both) and networking.

3. Current setup at ICSI

- a) All servers are based on X86 platform.
- b) Primary site is currently located in C-36, Sector – 62, NOIDA and ICSI House 22, Institutional Area, Lodi Road, New Delhi.
- c) 37 servers at primary DC Noida are in two racks, 3 Servers at Delhi Lodi Road site in one Rack and One Web Server having Ubuntu OS and this web server application and DB are running on cloud. Server model numbers are System x3650 M5: -[5462IIF]- [IBM], PRIMERGY RX300 S8 [FUJITSU], HP DL 380 G5, HP DL 380 G8, Dell PowerEdge 710/730/740 etc.
- d) 20 (TWENTY) servers are replicated in current DR on Cloud site out of these One Web Server application and DB are running on Cloud Services. Two Servers are located at ICSI HQ Lodi Road Delhi site and remaining Servers located at ICSI NOIDA Data Centre.
- e) Virtualization: No Virtualization configured at current DC and DR Site.
- f) Four servers (Exchange, MS SharePoint, SMASH Database and Oracle ERP Prod server) are connected with storage array.
- g) Storage: Storage array model number is EMC VNX 5200 Intel Xeon Central storage is with 29*900GB SAS disk.
- h) CA ArcServe UDP Backup software tool is used as backup tool in current setup. LTO7 tape Library is used to take Backup.
- i) Hardware Support: All servers hardware at primary datacenter and other sites are under warranty/AMC.

III. Terms and Conditions of the contract

1. Delivery Period

- a) The vendor has to implement, commission and deliver the contracted service as detailed in this tender has to be executed and completed within the stipulated period of three months from the date of issuing the Work Order which will be issued in accordance with the terms and conditions of the Tender documents. The work shall however be carried out and completed in phases for which start date and completion date shall be mutually discussed and agreed upon between the vendor and ICSI award of work order. The work shall not be considered as completed until ICSI certifies in writing that the same has been completed.
- b) Any delay by the Service Provider in the delivery of goods and services shall render Service Provider liable to any or all of the sanctions viz. invocation of Bank Guarantee / forfeiture of security deposit, imposition of liquidated damage, blacklisting etc.

If the Service Provider fails to deliver any or all of the goods and services or complete the implementation, commissioning and delivery within the period specified in the tender/order, ICSI, shall without prejudice to its other remedies, penalty as per the penalty clause mentioned in this tender.

2. Duration of Contract

Duration of Contract shall be for a period of five (5) years subject to evaluation of the performance on annual basis. In case on annual review, it is perceived by the Institute that the service provider's previous year's performance is not satisfactory, it may terminate the contract with one month notice on the completion of the year of service. Decision of the ICSI in regard shall be final.

3. Extension of Contract

On expiry of initial contract period, the ICSI reserves the right to extend the contract as mutually agreed, for further maximum period of Two (2) years subject to evaluation of the performance on yearly basis on the same terms & conditions in writing if the service of the Service Provider found satisfactory. Service Provider shall have no right or claim for the extension of the contract in any circumstances and decision of the ICSI shall be final and absolute.

4. The whole work included in the Tender shall be executed by the vendor and the vendor shall not directly or indirectly transfer assign or sublet the contract or any part thereof or interest therein to any other party without the written consent of ICSI.
5. Site for services is:
The Institute of Company Secretaries of India
C-36, Sector-62,
Noida-201309.
Or any other location as instructed by the authorized official of ICSI.
6. Security Deposit/performance guarantee
 - a. The successful bidder has to submit the security deposit/performance guarantee in form of a Bank Guarantee from any Nationalized bank (format enclosed as Annexure G) to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the successful bidder or any failure on the part of the successful bidder in fulfillment of terms and conditions of the contract and conditions contained in the contract. The value of the Security Deposit/Bank Guarantee has to be of equivalent amount of 5% of the annual contract price. The Bank Guarantee has to be submitted within 10 days of issue of order but before execution of the contract. The Bank Guarantee shall have to remain valid for the entire duration of the Contract plus three months beyond the completion of contract period. The successful bidder shall not be entitled to any claim or receive any interest on the amount of performance guarantee. The EMD of the successful bidder will be refunded after submission of the performance Guarantee/Security Deposit.
 - b. The successful bidder having valid registration with NSIC/MSME on the date of submission of tender, are also required to submit requisite security deposit / performance guarantee.
7. Escalation matrix upto the level of CEO must be provided with phone number and email address of all personnel in the matrix.
8. The vendor will not have any direct interaction on behalf of the Institute with any third party agency engaged by ICSI.

9. All communications to the employees or third party agencies engaged by ICSI would be through designated channels as directed by the Institute.
10. The bidder has to sign a Service Level Agreement for DR on cloud Services for a period of five (5) years effective from the date of the acceptance of the implementation, Commissioning, testing etc. by the Institute in the line of the terms and conditions of the tender document. Format/Sample of Service Level Agreement is annexed with this tender document.

11. Payment Terms:

- a) Payment on the supplied goods and services shall be made after successful implementation, commissioning, delivery and subsequent support of the goods and services duly accepted by ICSI (i.e. acceptance test imply running of goods and services for 24 hours daily for 7 days) as per the scope of work and terms of the contract. Payment will be released upon acceptance of the bills submitted duly authenticated by an authorized officer of the Institute.
 - i) 70% of onetime cost will be paid after successful implementation, commissioning, delivery and subsequent support of the goods and services duly accepted by ICSI (i.e. acceptance test imply running of goods and services for 24 hours daily for 7 days) as per the scope of work and terms of the contract. Balance 30% will be paid in equal instalments of 10% each, after every quarter after successful implementation, commissioning, delivery and subsequent support of the goods and services duly accepted by ICSI (i.e. acceptance test imply running of goods and services for 24 hours daily for 7 days) as per the scope of work and terms of the contract.
 - ii) The annual recurring charges for DR on cloud Service (including AMC charges, if any) will be paid on quarterly basis in equal instalments at the end of each quarter for the preceding quarter against the bill only and the contracted rates shall remain valid till Five (5) years from the start date of contract. No invoice for extra work/change order on account of change order will be accepted by the ICSI unless the said extra work/change order has been authorized/ approved by the ICSI in writing.
- b) Payments shall be subject to deductions of any amount for which the vendor is liable under the agreement against this contract. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the prevailing income- Tax Act and any other taxes as on the date of invoice submission and/or payment date.
- c) The vendor's request for payment shall be made to the ICSI in writing, accompanied by appropriate tax invoices including all supporting documents describing, as appropriate, the goods and related services performed, delivered and accepted by ICSI.
- d) ICSI generally makes payments within 30 days after verifying the bill/invoice submitted by the vendor.
- e) If any excess payment has been made by the ICSI due to difference in contracted price and vendor's invoice, the ICSI may without prejudice to its rights recover such amounts by other means after notifying the bidder or deduct such excess payment from any payment subsequently falling due to the ICSI.

12. Payment of Taxes

The vendor shall be responsible for and shall pay all taxes, duties, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the Services including without limitation all statutory levies, taxes, fee, duties, rate, charges, surcharges etc. and any other tax ("taxes") levied on service provided by the Service Provider. ICSI may withhold from payments due to the Service Provider any amounts required with respect to the aforementioned taxes and to remit the same with the relevant authorities, in case of failure on the part of the Service Provider

13. Penalty Terms:

A. During the implementation, commissioning and delivery of the contracted work

- a. ½ per cent of total value of contract, for each day of delay, in case of services are delivered either in full or partly within 7 days after the due date;
- b. 1 per cent of total value of contract subject to maximum 10%, for each day of delay, in case of services are delivered either in full or partly beyond 7 days but up to 14 days after the due date;
- c. Even after two (02) weeks of delay, if you fail to deliver the goods and services, ICSI may reject or accept the goods and services at its sole discretion after imposing applicable penalty and decide accordingly on approval of the competent authority.

B. Deficiency of Service:

Penalties for RTO/RPO/Replication of any server from PROD to DR Site, during the Disaster Recovery operations will be as per below mentioned table:

| Performance Area | Parameter | Penalty (% of the Bill Amount) |
|---|--------------|--|
| Noncompliance of RPO | > 30 minutes | Rs. 2000/ 30 minutes during the DR Call‘ |
| Noncompliance of RTO | >3 Hours | Rs.3000/ hour during the DR Call |
| Delay/Gap in Replication of any Server from PROD to DR site | > 30 minutes | Rs.1000/ 30 minutes |

C. Penalty due to violation of SLA:

Penalty of @Rs.500/- (Rupees Five hundred only) per day for the defaulted days in case of not meeting any of the terms and conditions mentioned in SLA.

All such penalties shall be limited to 10% of the contract value and may be recovered from the payment dues or the security amount / Bank Guarantee / EMD of the bidder as felt appropriate by the ICSI. In case of repeated penalties on Service Provider, the ICSI shall have right to terminate the contract by giving one month notice and such decision of the ICSI shall be final.

14. Infrastructure: Sitting arrangements with network connectivity at ICSI office will be provided by the Institute on requirement basis as assessed by ICSI and all other things including (desktop/laptop) will be managed by the vendor at its own cost.
15. In case any work for which there is no specification in the tender but required to be carried out for successful implementation, commissioning and delivery of the contracted work to its entirety, as per scope of work mentioned in the tender/ work order, such work shall be carried out by the vendor in accordance with the directions of the ICSI without any extra cost to the Institute.
16. In case of any damage or loss caused to the Institute due to breach of term or condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the bidder(s)/ vendor or its staff, the bidder(s)/vendor shall be liable to compensate the loss cause to ICSI and to pay damages. The Institute shall have right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit / bank guarantee and / or to charge penalty as decided by the Institute. Decision of the Institute in this respect shall be final & binding.

17. Whenever under this tender / contract /order any sum of money is recoverable from and payable by the bidder(s)/ vendor, the Institute shall be entitled to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee / earnest money deposit of the bidder(s)/ vendor. In the event of the security deposit / bank guarantee / earnest money deposit being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the bidder(s)/ vendor, or which at any time thereafter may become due to the bidder(s)/ vendor, under this or any other tender / contract with the Institute. If this sum is not sufficient to cover the full amount recoverable, the bidder(s)/ vendor, shall pay the Institute on demand the remaining balance.
18. The vendor will provide all safety appliances i.e. gloves/gears/gadgets, tool kit etc. to the deputed personnel as per their requirement on duty while attending to fault rectification or routine maintenance or to take up preventive maintenance as and when required and follow all safety rules regulations and all statutory provisions. The cost for such aforesaid arrangement shall be borne by the vendor. No extra payment will be made for the same. Vendor must ensure that every deputed personnel is covered by adequate insurance coverage to address any contingencies. The vendor shall be liable for accident, injury, losses due to any accident or negligence of their staff/workers and shall also be liable to incur all the expenses in consequence thereof and Institute is in no way responsible for any damages arising out of this tender/contract.
19. **GENERAL:**
- (a) **Modification/variation in Terms of Contract:** ICSI reserves the right to modify or may bring some variation in the terms and conditions of the contract on mutually agreed terms, if it is found necessary due to any operational difficulty or any other genuine reasons.
- (b) **Recovery:** Whenever under the contract through this tender, any sum of money is recoverable by ICSI from the party or / and payable by the party to ICSI, the ICSI shall be entitled to recover such sum by appropriating in part or in whole from the security deposit of the party. In the event of the security being insufficient or if no security has been taken from the party, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the party or which at any time thereafter may become due to the party under this or any other contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the party shall pay the ICSI on demand the remaining balance due along with penalty.
- (c) **Dispute Resolution:** Any dispute, difference, controversy or claim (“Dispute”) arising between the successful bidder and ICSI hereinafter jointly to be called “parties” and singularly as “party” out of or in relation to or in connection with the agreement/contract, or the breach, termination, effect, validity, interpretation or application of this agreement/contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties.
- (d) **Arbitration:** If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Arbitration process. In the event of any dispute arising between ICSI and the vendor in any matter covered/ touched by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to the sole arbitrator appointed by the mutual consent of both the parties. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties.
- i. The place of the arbitration shall be at The ICSI, 22, Institutional Area, Lodi Road, New Delhi.
 - ii. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
 - iii. The proceedings of arbitration shall be in English language.

- iv. The parties are not entitled to approach any court of law without resorting to arbitration approach.
 - v. The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.
- (e) **Jurisdiction:** In respect of any dispute arising between ICSI and the vendor in any matter covered / touched this tender / contract or arising directly or indirectly there from or connected or concerned with the said contract, the courts at Delhi shall only have the jurisdiction.
- (f) **Right to Black List:** ICSI reserves the right to blacklist a party / bidder for a suitable period in case such party / bidder
- fail to honour his bid without sufficient grounds or found guilty for breach of condition /s of the contract or guilty of fraud and mischief and misappropriation or any other type of misconduct on the part of party(s) / bidder(s).
 - Giving false, misleading or fake information/ document in the bid;
 - Withdrawing the bid after opening of the Financial bids;
 - Refusal to accept Purchase/ Work Order at the quoted prices;
 - Failure to supply goods of the ordered quantity/ quality/ specifications at the agreed rates within the time schedule;
 - Adoption of any unethical or illegal practices;
 - Any other justified reason.
- (g) **Confidentiality:**
1. The bidder(s)/ vendor shall not use or disclose any Confidential Information of the Institute except as specifically contemplated herein. For purposes of this tender / contract "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.
 2. The successful bidder acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to ICSI will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The successful bidder agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to ICSI in divulging the information by the employees of the successful bidder, the ICSI shall be indemnified. The successful bidder agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also. The successful bidder will treat as confidential all data and information about the ICSI /Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.
- (h) **Sub-Contracting:** The successful bidder will not assign or transfer and sub-contract its interest / obligations under this contract to any other concern / individual without the prior written consent of the ICSI.

(i) **Statutory Compliance:** The successful bidder will be required to comply with all statutory obligations from time to time applicable to this contract.

(j) **TERMINATION**

Either party may terminate this Agreement by giving a three (3) months' notice in writing to the other party for termination of agreement.

The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving One (01) months' notice in writing in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than 3 penalties on the Service Provider in any month.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the Service Provider during the period of termination notice and the same must be satisfied before this agreement is terminated. The ICSI may also put in place any other agency for carrying out the remaining work and expenditure incurred on same shall be recovered from the Service Provider.

The Service Provider shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have been derived from the performance of this agreement in full, but which he did not derive in consequences of the full performance of this agreement not having been carried out, nor shall he have any claim for compensation / damage for the loss suffered by him by reason of termination of agreement by the ICSI. No claim for interest will be entertained by ICSI with respect to any moneys or balances, which may be in its hands owing to a dispute between itself and the Service Provider.

(k) **Force Majeure**

i. For the purpose of this Article, Force "Majeure" means any cause, which is beyond the successful bidder control or that of the Institute, as the case may be, which both could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the order, such as:-

- War / hostilities

- Riot or civil commotion

- Earth Quake, Flood, Fire, Tempest, Epidemics, Pandemic, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes

- Restrictions imposed by the Government or other statutory bodies, which is beyond the successful bidder control or of the Institute, which prevent or delay the execution of the order either by the successful bidder or by the Institute.

ii. If a Force Majeure situation arises, the successful bidder are required to promptly notify ICSI in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by the ICSI in writing, the successful bidder will continue to perform its obligations under this order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.

(l) **Indemnity Clause:** The Service Provider will indemnify ICSI against all statutory liabilities present and future arising out of this contract. In the event of violation of any contractual or statutory

obligations, the successful bidder will be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against ICSI by any individual, law enforcement agency or government authority due to acts and omissions, the successful bidder will be liable to make good/compensate such claims or damages to the ICSI. As a result of the successful bidder action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement agency or government authority, the successful bidder would be required to reimburse to ICSI such amount along with other expenses incurred by ICSI or ICSI reserves the right to recover but not limited to such amount from the payment(s) due to the successful bidder while settling its bills or from the amount of security deposit lying with ICSI. However, ICSI reserves its right to take legal recourse as permitted under law of the land. In case of any damage caused to the institution due to negligence, carelessness or inefficiency of staff of the vendor, the vendor shall be responsible to make good the loss. The ICSI shall have right to adjust the damage / loss suffered by it from the security deposit or / and to charge penalty as decided by the Institute. Decision of the ICSI in this respect shall be final & binding on the vendor.

The services indicated in Part “C” (Financial Bid) are tentative and may be increased / decreased at the sole discretion of the Institute and the vendor shall have no right to claim any minimum/definite/guaranteed volume of business.

For any details / clarifications, **Dr. Nikhat Khan, Director (IT) (0120-4522019), Email: nikhat.khan@icsi.edu** may be contacted.

Date: **June 22, 2021**

(Amit Kumar Ghosal)
Director (Purchase &Stores)

ICSI NOIDA OFFICE: ICSI HOUSE, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No. ICSI/PC/IT/(DR on Cloud)/2021/25

June 22, 2021

Sub: Request for Proposal for Disaster Recovery on Cloud for ICSI NOIDA Data Centre Site.

PART 'B' (TECHNICAL BID)
Form I: PARTICULARS OF BIDDER

(ALL COLUMNS ARE TO BE FILLED IN BLOCK LETTERS)

1. Name of the bidder

(a) Trade Name _____

(b) Status of the Bidder _____

(Pvt. Ltd./Limited Co.)

(Enclose self attested copy of document)

(c) Name of CEO/Directors _____

2. Postal Address _____

3. Telephone No. / Mobile No. for communication _____

4. (a) E-mail-id (mandatory) _____

(b) ≠ Website address (if available) _____

5. Bank Draft No, date, Bank name and amount (if applicable)/MSME or NSIC Regn. No.

(a) Tender Fees _____

(b) EMD _____

(c) MSME/NSIC Regn. No. (if applicable) & its valid period _____

(Enclose self-attested certificate photocopy)

6. Name of the Banker, Branch Name, A/c No. and IFS Code _____

(for e-payment purpose)

7. PAN (Enclose self-attested photocopy) _____

8. GSTIN Code (Enclose self-attested photocopy) _____

9. Trade License/Business License/CIN (if applicable) _____

(Enclose self-attested photocopy)

10. Any other relevant information _____

I/We hereby declare and affirm that I/we have read and understood the terms and conditions of this tender/quotation/NIT as stipulated in the tender notice No._____. Accordingly, I/ we accept the terms and conditions and hereby offer the rates for “_____ (name of the work or supply)” as per Financial Bid (Part ‘C’).

Signature _____

(Authorized signatory of the bidder)

Name of the bidder _____

Official seal of bidder _____

Date _____

- **NOTE: Please submit all supporting documents (self-attested photocopy) wherever applicable in support of the information furnished above with seal and signature of the bidder’s authorized representative.**

Sub: Request for Proposal for Disaster Recovery on Cloud for ICSI NOIDA Data Centre Site.

Form II(a): TECHNICAL DETAILS (DOCUMENTS TO BE ENCLOSED)

| S. No. | Description | Compliance (Y/N) (Numbers if applicable) | Supporting Document Reference with Page No |
|--------|---|--|--|
| 1. | Duly filled in Form No. I (Annexure 'A') of this document on the business letter head of the bidder. | | |
| 2. | Duly filled in Form No. II (a) (Annexure 'B1') of this document on the business letter head of the bidder. | | |
| 3. | Duly filled in Form No. II (b) (Annexure 'B2') of this document on the business letter head of the bidder along with all relevant supporting documents as mentioned. | | |
| 4. | Duly filled in Form No. III (Annexure 'C') of this document on the business letter head of the bidder. | | |
| 5. | Complete tender document (including annexures and blank format of the price bid without price details) duly signed and stamped by the bidder's authorized signatory on each page. | | |
| 6. | Bidder to confirm that any condition/conditional compliance etc. are not included in the bid submission. Declaration on the business letter head of the bidder duly signed and stamped by the bidder's authorized signatory. | | |
| 7. | Bidder to confirm that the bid is not submitted in Consortium. Declaration on the business letter head of the bidder duly signed and stamped by the bidder's authorized signatory. | | |
| 8. | List of clients to whom DC/DR services have been provided in last Five (5) years with details of company, value of business, concerned person's name & his telephone no. (Please attach supporting documents). At least 2 clients should be from Govt/Autonomous/PSU/Statutory/Large Enterprise setups. | | |
| 9. | Quality of Service (Customer Feedback / Client Site Visit) : Please provide details of relevant customers for the last Five (5) years with their contact details and performance certificate issued from the customer if any at least 2 clients should be Govt/Autonomous/PSU/Statutory/Large Enterprise setups. | | |
| 10. | The bidder shall commit that the key personnel to be employed for the project have been sufficiently involved in similar implementations and that once assigned to the project will not be moved out of it, except for reasons | | |

| | | | |
|-----|--|--|--|
| | beyond the control of the bidder or with the prior consent of the ICSI. In such case an equally competent employee shall be provided as a replacement. The resources may work on other assignments but should be available for ICSI requirements as and when required. Declaration on the business letter head of the bidder duly signed and stamped by the bidder's authorized signatory. | | |
| 11. | Name, address and other details of Director/KMPs of the organization including their DINs. | | |

I/We hereby declare and affirm that I/we have read and understood the terms and conditions of this tender/quotation/NIT as stipulated in the tender notice No._____. Accordingly, I/ we accept the terms and conditions and hereby offer the rates for “_____ (name of the work or supply)” as per Financial Bid (Part ‘C’).

Signature _____
 (Authorized signatory of the agency)

Name of the bidder _____

Official seal of bidder _____

Date _____

NOTE: Please submit all supporting documents (self-attested photocopy) wherever applicable in support of the information furnished above with seal and signature of the bidder's authorized representative.

(Annexure B2)

ICSI NOIDA OFFICE: ICSI HOUSE, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No. ICSI/PC/IT/(DR on Cloud)/2021/25

June 22, 2021

Sub: Request for Proposal for Disaster Recovery on Cloud for ICSI NOIDA Data Centre Site.

Form II(b): Eligibility Criteria Details.

| S. No | Particulars | Response Yes/No | Supporting Document Reference with Page No. |
|-------|--|-----------------|---|
| 1. | The bidder shall be a company incorporated, registered under the Indian Companies Act, 1956 or Companies Act, 2013. Self-attested copy of Certificate of Incorporation / Copy of Registration Certificate (s) to be enclosed. | | |
| 2. | Board Resolution certified by the CEO/MD or Company Secretary of the bidder or Power of Attorney issued by the CEO/MD of the bidder in favour of the Authorized Signatory of the bid on behalf of the Bidder. Original Power of Attorney or certified copy of the board Resolution to be enclosed. | | |
| 3. | Bidder must have office establishment in the city where the service of DR on cloud will be provided for liaisoning/coordination. Self-attested copy of supporting documents to be enclosed. | | |
| 4. | Average of the annual turnover of the bidder for last 3 years (FY 2019-20, 2018-19, 2017-18) must be above Rs.100crores. Self-attested copy of Audited financial P&L statements and Balance Sheet to be enclosed. | | |
| 5. | Bidder should have at least Ten (10) years of experience in similar kind of projects (Disaster Recovery site services on cloud). Self-attested copy of relevant documents to establish the above to be enclosed. | | |
| 6. | The bidder's Data Center from where the cloud services would be offered, should be at least a Tier 3 Compliant facility. Self-attested copy of Tier 3 Compliance certificate to be enclosed. | | |
| 7. | Tender Fee. Online payment receipt or Demand Draft to be enclosed. | | |
| 8. | EMD. Online payment receipt or Demand Draft or valid NSIC / MSME certificate/document to be enclosed. | | |
| 9. | Copy of PAN. Self-attested photocopy of the PAN to be enclosed. | | |

| | | | |
|-----|--|--|--|
| 10. | Copy of GSTIN Certificate. Self-attested photocopy of the GSTIN certificate to be enclosed. | | |
| 11. | The bidder must be either an ISP of Category “Class A” or having tie up with ISP of Category “Class A” license. The bidders who will having tie up with ISP of category of Class “A” to be considered provided they give in writing that they will be responsible and accountable for resolving all ISP related issues. Bidder who are ISP of category class “A” has to submit self-attested copy of the ISP license and bidders who are having tie up with ISP of category class “A” has to submit self-attested copy of tie-up agreement with ISP along with copy of the ISP License and undertaking on its business letter head, stating its absolute responsibility and accountability. | | |
| 12. | The bidder must have at least two operating data centre sites located in two different cities of India from where it is offering DR on cloud services to its clients. Self-attested copy of relevant documents establishing the above criteria is to be enclosed. | | |
| 13. | The bidder must have at least Five (5) clients to whom DR on cloud service is provided, out of which minimum two (2) should be Central Government/State Government/ Public Sector organizations /Autonomous Bodies/ Statutory Bodies, Business house. Self-attested copy of the contract or work order to be enclosed. | | |
| 14. | Escalation matrix upto the level of CEO to be provided. Details on business letter head of the bidder to be enclosed. | | |
| 15. | Bidder should not have been blacklisted by any Firm/Organization/School/Board/University/Institution or any Government organization and no litigation is pending in the court of law against the bidder. Bidder also should not be under any legal action or not declared ineligible to participate for unsatisfactory past performance by the Government of India for indulging in corrupt, fraudulent, coercive, undesirable or restrictive practices or any other unlawful or unethical business practices with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years. The Bidder also must not have been declared bankrupt/insolvent or should not have filed for bankruptcy/insolvency in the past five years or in the process of being declared bankrupt / insolvent before any designated authority. Declaration from Authorized Signatory on the Bidder’s Business Letter Head to be enclosed | | |
| 16. | The bidder must have adopted ITIL best practices and must have in possession of valid ISO certification as on the date of submission of the bid e.g. ISO 9001:2008 / Equivalent certificate for quality and ISO 27001/ ISO 20005 Equivalent certificate for Data Security and Management. Self-attested copy of the certificates to be enclosed. | | |
| 17. | The Bidder who has refused to continue or sign the agreement in past for any contract awarded by ICSI, will not be eligible | | |

| | | | |
|--|--|--|--|
| | to participate in this tender. The bidder who has been terminated during the contract period due to unsatisfactory performance will also not be eligible to participate in this tender. Declaration from Authorized Signatory on the Bidder's Business Letter Head to be enclosed. | | |
|--|--|--|--|

NOTE:

- i. Tender document each and every page has to be signed and stamped by bidder.
- ii. Conditional bids will be summarily rejected.

Date:

Name and Signature of Bidder
with Corporate Seal

Form III: Tender acceptance letter to be printed on business letterhead of the bidder and to be submitted with the Technical Bid

To
The Secretary
Institute of Company Secretaries of India (ICSI)
ICSI House, C – 36,
Sector 62,
Noida-201309

Sub: Request for Proposal for Disaster Recovery on Cloud for ICSI NOIDA Data Centre Site.
Sir,

This is with reference to the **Request for Proposal for Disaster Recovery on Cloud for ICSI NOIDA Data Centre Site** due on July 14, 2021. We are interested to participate in the **Request for Proposal for Disaster Recovery on Cloud for ICSI NOIDA Data Centre Site dated June 22, 2021**. We declare that:

- i) We have read and understood the terms and conditions given in the tender/ quotation Document;
- ii) We are eligible for award of the contract as per the qualification criteria mentioned in the tender/ quotation Document;
- iii) We accept and agree to all the terms and conditions of the tender/ quotation;
- iv) We shall comply with all the terms and conditions of the tender/ quotation ;
- v) All the information / documents provided in this bid are true to the best of our knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then this Bid / Purchase Order shall be cancelled at our cost and risk and we shall indemnify the Institute (ICSI) for the loss caused due to the cancellation and we shall be liable for penal / legal action including black listing by ICSI.
- vi) We understand that ICSI reserves the right to cancel the tender / quotation at any stage or cancel / reject any one or more bid without incurring any liability.
- vii) The duly signed copies of all the tender pages are attached herewith.

(Signature of the Bidder)
Printed Name
Designation
Official seal/ stamp
Date:

(Annexure D)

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309

ICSI NOIDA OFFICE: ICSI HOUSE, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No. ICSI/PC/IT/(DR on Cloud)/2021/25

June 22, 2021

Sub: Request for Proposal for Disaster Recovery on Cloud for ICSI NOIDA Data Centre Site.

PART 'C' (FINANCIAL BID)

(figure in Rs.)

| S.NO. | DR on Cloud Services | Charges (in Rs.) (all-inclusive except of GST) (a) | GST (b =a * GST %) | TOTAL Price (Including all Taxes) (c= a+b) |
|-------|--|--|-----------------------|--|
| 1. | Total onetime cost with break up. Note: The bidder should elaborate the details of the hardware/software/networking being supplied by the bidder against this onetime cost. Hardware and software being provided by the bidder will be the Institute's property at the end of the contract. | | | |
| 2. | AMC cost of Replication Server available with ICSI (ICSI PROPERTY) in case used by vendor. | | | |
| 3. | Annual recurring Cost for complete DR on cloud Services on basis with break up for 24(TWENTY FOUR) servers. | | | |
| 4. | SUB TOTAL (1+2+3) | | | |
| 5.* | Additional DR drill cost per session. (OPTIONAL) | | | |
| 6.* | Annual recurring Cost to include every additional server in DR site (OPTIONAL) | | | |
| | (i) Type 1 (2vCPU, 8 Cores, 32 GB RAM, 1 TB Storage) | | | |
| | (ii) Type 2 (2vCPU, 12 Cores, 32 GB RAM, 2 TB Storage) | | | |
| | (iii) Type 3 (2vCPU, 16 Cores, 64 GB RAM, 3 TB Storage) | | | |

| | | | | |
|----|--|--|--|--|
| 7. | SUB TOTAL [5+6(i)+6(ii)+6(iii)] | | | |
| 8. | GRAND TOTAL (4+7) | | | |

(*All optional items also will be part of evaluation of the financial bid).

Date:

Name and Signature of Bidder
with Corporate Seal
Mobile No.

Tentative Format of SERVICE LEVEL AGREEMENT

(This will be finalised after award of the contract based on the tender terms and conditions and work order)

This Agreement dated _____ is made by and between **The Institute of Company Secretaries of India, a Statutory body constituted under the Company Secretaries Act, 1980** having its head office at ICSI House, 22, Institutional Area, New Delhi – 110 003 through _____ (hereinafter referred to as "**ICSI**") which term shall include in its successors and permitted assigns of the **ONE PART**

AND

_____ The company incorporated under the Companies Act 1956, with its registered office located at _____ and with its corporate office located at _____ through Shri _____, duly authorized by the Board resolution dated _____ (here in after appropriately referred to as "**Service Provider**" which term shall include its successors and permitted assigns), of the **OTHER Part**

And

WHEREAS:

ICSI desired to have **Disaster Recovery on Cloud for ICSI NOIDA Data Centre Site** and wished to engage an Agency/ Company to provide service of **DR on cloud Services (hereinafter referred to as the "Services")** for ICSI. For the purpose, the ICSI floated Tender, on its web site on _____.

Among Several bidders, the Service Provider having expertise in Services/ incidental services and well acquainted with the profile and functioning of the ICSI, represented its adequate experience in providing services through its well skilled, qualified and experienced staff/employees and representatives and expressed its willingness to undertake and provide the said services for the ICSI.

Based on the representations and warranties of the Service Provider as contained in this Agreement, the ICSI agreed to engage the Service Provider for Services on the terms and conditions set forth in this Agreement.

Letter of Intent (LOI) dated _____ issued and the same have been accepted unequivocally by the Service Provider.

NOW THEREFORE, in consideration of the mutual promises set forth below, and terms and conditions mentioned in Tender document along with the Attachments hereto, which form an integral part of this Agreement, the Parties hereby agree to the following:

DEFINITIONS

- a. **Network Availability** shall mean the average network time available annually for **ICSI** subject to the provisions of this Agreement.

- b. **ICSI Equipment** shall mean any and all hardware, software and networking equipment of ICSI owned, leased or rented by it which is not provided by the Service Provider under this Agreement but coexists together with the Equipment with which they operate in tandem or in isolation.
- c. **ICSI Premises** shall mean the site or sites designated by the ICSI where the Network equipment is installed including areas to access the Service Provider installed Equipment.
- d. **Service Activation Date** shall be the date when Service Provider installs and commissions Equipment at ICSI site.
- e. **SNMP** – Simple Network Management Protocol
- f. **NMS** – Network Management Software
- g. **EMS** – Enterprise Management System

1. SCOPE OF THE AGREEMENT

Services to Be Provided

Service Provider shall provide service as below and in accordance with the specifications set forth in this agreement hereto at ICSI designated locations:

xii.) **DR Solution:**

- a. RPO (Recovery Point Objective) timeline is 30 Minutes and RTO (Recovery Time Objective) timeline is 3 Hrs.
- b. Provide DR solution for 24 production servers at present. Additional servers may be included in DR site in near future as per the requirement of the Institute for which the bidder has to provide the monthly recurring cost separately in the commercial bid.
- c. Failovers and fail backups from on premise to DR site in an automated fashion.
- d. Service Provider should ensure that Solution should be workable in BCP (Business Continuity Plan) to run the Institute Services without any delay and issues.
- e. Unified replication solution to be proposed for all Servers.
- f. Replication solution should support data encryption in transit for replication between Primary to DR site.
- g. DR site and infrastructure to be completely managed by service provider on 24*7 basis.
- h. DR solution should offer 24x7 online DR reports including RPO / RTO analysis, DR site health analysis as well as Replication link analysis.
 - i. Service provider to own replication solution along with 24x7 monitoring and management. Currently the Institute has one replication server as has been provided by the present DR site managing firm, which may be used by the bidder for their purpose. However the comprehensive AMC of this server with OEM is to be ensured by the bidder at its cost under the managed service. Server Specs are HP ProLiant DL380e Gen8, 1 CPU, 4 Cores, HDD 450 GB*3, RAM 8 GB, Windows Server OS 2012.
- j. DR solution to be capable of delivering unlimited non-disruptive DR drills without extra cost.
- k. Service Provider has to replicate all these servers from various locations of Delhi &

NCR. Two Servers are located at ICSI HQ Lodi Road Delhi site and remaining Servers located at ICSI NOIDA Data Centre.

1. Servers under DR may be upgraded / changed with reference to hardware (HDD, RAM, Cores, etc.), system software (Operating Systems like Windows, LINUX, and Ubuntu etc.), Data Change and Application configurations, shuffling/replacement of Servers. In such case, the bidder has to reconfigure the DR as per the needs as and when required at NO extra cost to the Institute. The Present Servers tentative details which need to be bring under DR Site are mentioned as under:

| S.NO | Model | Processor | OS Version | No of Cores | RAM | HDD | Application | Data Base | Host Name | Drives in DR Replication | Growt h of data per month |
|------|----------------------|---|-----------------------------------|-------------|-------|----------|------------------------|-----------|----------------|--|---------------------------|
| 1 | IBM System x3650 M5 | intel(R)Xeon 2.40 Ghz (2 processors) | windows 2008R2 Std | 12 | 32 GB | 600GB*8 | Domain Controller (DC) | | icsinoidc001 | C (97.66 GB),D (459.88 GB),E (1.63 TB) | 50 GB |
| 2 | Dell 720 | Intel Xeon CPU E5-2609@2.40GHz (@ processor | Windows Server 2008 R2 Enterprise | 8 | 32 GB | 600GB*8 | | DB | ICSINOIEXC023 | C (503.15 GB) , C:\SRV (100 MB),F (2 TB) | 20 GB |
| 3 | Del 740 | Intel Xeon Sliver 4110 CPU@2.10 (2processors) | windows 2016 Std | 16 | 64 GB | 1.2TB*6 | APP | | ICSIIN | C (299.45 GB), D (3.19 TB),E (600 GB), F (300 GB) | 15 GB |
| 4 | Dell 740 | Intel Xeon Sliver 4110 CPU@2.10 (2processors) | Windows Server 2008 R2 Enterprise | 16 | 64 GB | 1.2TB*6 | | DB | ICSINOISQL0115 | C (151.4 GB) , C:\SRV (100 MB),D (502.25 GB),E (1.15 TB), J (2 TB) | 5 GB |
| 5 | Del 740 | Intel Xeon Sliver 4110 CPU@2.10 (2processors) | windows 2012 Std R2 | 16 | 64 GB | 1.2TB*6 | | DB | FMS | C (499.48 GB) ,D (500 GB),F (1000 GB) | 5 GB |
| 6 | Del 740 | Intel Xeon Sliver 4110 CPU@2.10 (2processors) | windows 2012 Std R2 | 16 | 64 GB | 1.2TB*6 | | DB | ICSINOIWEBIN | C (496 GB) , D (196 GB),E (634 GB), F (348 GB) | 5GB |
| 7 | HP proliant dl380 G8 | Intel CPU E5-2620 @2.40 (2 Processor) | Windows Server 2008 R2 Enterprise | 8 | 32 GB | 1 TB * 4 | App | DB | NEWCRAS | C (499.9 GB) ,D (778 GB),E (584.96 GB) | 10 GB |
| 8 | Dell 720 | Intel Xeon CPU E5-2609@2.40GHz (@ processor | Windows Server 2008 R2 Enterprise | 8 | 32 GB | 600GB*8 | APP | | ICSINOISPS0117 | C (201.57 GB) , C:\SRV (100 MB),D (202.85 GB) | 2 GB |
| 9 | Fujitsu | Intel CPU E5-2620 @2.10 (2 Processor) | Windows Server 2008 R2 Enterprise | 12 | 64 GB | 600GB*8 | APP | DB | TSERVER | C (100 GB) , C:\SRV (502 MB),D (164.04 GB),E (293.87 GB) | 1 Gb |
| 10 | Dell 720 | Intel Xeon CPU E5-2609@2.40GHz (@ processor | Windows Server 2008 R2 Enterprise | 8 | 32 GB | 600GB*8 | APP | | ICSINOIHUB025 | C (503.15 GB) , C:\SRV (100 MB),D (1.14 TB),E (796.09 GB), F (878.91 GB) | 1 GB |

| | | | | | | | | | | | |
|----|----------------------|---|-----------------------------------|----|--------|---------|-----|----|-----------------------|--|-------|
| 11 | Del 710 | Intel Xeon Cpu x5650 @2.66Ghz | Windows Server 2003 R2 Enterprise | 12 | 32 GB | 600GB*5 | APP | DB | PSERVER | C (195.41 GB) ,D (488.29 GB),E (991.42 GB) | 3 GB |
| 12 | HP proliant dl380 G8 | Intel CPU E5-2620 @2.40 (2 Processor) | Red Hat Linux 5.7 tikanga | 8 | 32 GB | 1 TB* 5 | APP | DB | ICSINOIERP011 | /, /boot, /dev/shm, /d010, /d020, /d030, /d040, [/dev/cciss/c0d0 - 500 GB, /dev/mapper/mpath10 - 3 TB][/dev/mapper/emc_vg3-d050 500 GB, /dev/mapper/emc_vg3-d060 500 GB, /dev/mapper/emc_vg3-d070 500 GB, /dev/mapper/emc_vg3-d080 500 GB) | 5 GB |
| 13 | Del 710 | Intel Xeon Cpu x5650 @2.66Ghz | Windows Server 2008 R2 Enterprise | 12 | 32 GB | 600GB*5 | APP | DB | icsidelappl001 | C (292.87 GB) , C:\SRV (100 MB),D (796.22 GB),E (585.94 GB) | 10 GB |
| 14 | Fujitsu | Intel CPU E5-2620 @2.10 (2 Processor) | Windows Server 2008 R2 Enterprise | 12 | 32 GB | 600GB*8 | APP | DB | icsidelbiz020 | C (97.65 GB) ,D (50.89 GB) F (793 GB) | 3 GB |
| 15 | Dell 740 | Intel Xeon Sliver 4110 CPU@2.10 (2processors) | Windows Server 2016 std | 16 | 64 GB | 1.2TB*6 | APP | | ICSINOISAMASH AP | C (400 GB) ,D (2TB) | 5 GB |
| 16 | System x3650 M5 | intel(R)Xeon 2.40 Ghz (2 processors) | Windows Server 2008 R2 Enterprise | 12 | 128 GB | 600GB*8 | | DB | ICSINOISAMASH SQL2012 | C (557.54 GB) ,D (1.05 TB) F (2TB) | 2 GB |
| 17 | System x3650 M5 | intel(R)Xeon 2.40 Ghz (2 processors) | Windows Server 2008 R2 Enterprise | 12 | 96GB | 600GB*8 | APP | | ICSINOISMAPP0 02 | C (557.54 GB), D (1.54 TB),E (100.5 GB), F (557.86 GB) | 5 GB |
| 18 | System x3650 M5 | intel(R)Xeon 2.40 Ghz (2 processors) | Windows Server 2008 R2 Enterprise | 12 | 96 GB | 600GB*8 | | DB | ICSINOISMSQL3 | C (557.54 GB), D (794.55 GB),E (878.91 GB) | 2 GB |

| | | | | | | | | | | | |
|----|-----------------|---|-----------------------------------|----|-------|---------|-----|----|---------------|---|-------|
| 19 | Fujitsu | Intel CPU E5-2620 @2.10 (2 Processor) | Windows Server 2008 R2 Enterprise | 12 | 32 GB | 600GB*8 | APP | | icsideladc001 | C (97.65 GB) ,D (460.75 GB),E (1.64 TB) | 10 GB |
| 20 | Dell 740 | Intel Xeon Sliver 4110 CPU@2.10 (2processors) | Windows Server 2016 std | 16 | 64 GB | 1.2TB*6 | APP | DB | dmsa | C (300 GB) , D (300 GB) E (1 TB) | 3 GB |
| 21 | Dell 740 | Intel Xeon Sliver 4110 CPU@2.10 (2processors) | Windows Server 2016 std | 16 | 64 GB | 1.2TB*6 | APP | DB | trn | C (500),D 500 (Gb) E (2 TB) | 3 GB |
| 22 | Dell 740 | Intel Xeon Sliver 4110 CPU@2.10 (2processors) | Windows Server 2012 Std R2 | 16 | 64 GB | 1.2TB*6 | APP | DB | sptes | C (300 GB), D(824 GB) , E (795 GB) | 3 GB |
| 23 | System x3650 M5 | intel(R)Xeon 2.40 Ghz (2 processors) | Windows Server 2008 R2 Enterprise | 12 | 32 GB | 600GB*8 | APP | DB | cosmicdb | C(557 GB),D (1-67 TB) | 2 GB |
| 24 | System x3650 M5 | intel(R)Xeon 2.40 Ghz (2 processors) | Windows Server 2008 R2 Enterprise | 12 | 32 GB | 600GB*8 | APP | DB | AMS | C(557 GB) D (794 GB) | 2 GB |

xiii.) Managed Services and License at DR site:

- f. Service provider to provide Operating system licenses at DR site.
- g. Service provider to provide Operating System and Database support on 24*7 basis during DR replication or DR drills.
- h. Database licenses will be provided by ICSI.
- i. Application licenses will be provided by ICSI.
- j. Network bandwidth provision for DC & DR connectivity and replication.

xiv.) DR Management and DR Drill:

- u. Service provider to do DR drill Twice (2) a year i.e. Minimum 10 DR Drills during the Five years contract.
- v. DR Services and DR drill end to end management is in scope of service provider.
- w. Service provider has to ensure the support in trouble shooting/guiding/etc. (like OS, Database, Applications, Sys admin etc.) during the DR Call to ICSI Technical resource and officials.
- x. Service provider has to provide proper SOP, DR drill process documents, guidance/support to FMS engineers at ICSI DC site.
- y. Service Provider has to submit the DR drill outcome report after Disaster Recovery Drill call.

xv.) Proposed Solution required should include the following but not limited to:

- z. The proposed disaster recovery site (Data Center and Cloud Setup) should be from geographically distant location falling under different seismic zone.
 - aa. The proposed solution should be “On Demand Disaster Recovery” with the protected host VMs powered on only during DR or DR test period.
 - bb. Failovers and fail backups from on premise to DR site in an automated fashion.
 - cc. Service Provider should ensure that Solution should be workable in BCP (Business Continuity Plan) to run the Institute Services without any delay and issues.
 - dd. Proposed solution should be burstable in terms of CPU, RAM & Storage space, data size, etc.
 - ee. Service provider should have provision to offer Remote VPN services to roaming / mobile users to connect to the DR site securely over public internet (IP VPN). Service provider has to provide the Public IP’s for all the DR Servers and enable the desired ports open as and when required.

- ff. Global Server Load Balancer (GSLB) has to be managed by the Service provider, Name Server (NS) record at Institute Domain. Service Provider will be mapped to DR Service provider GSLB and it should be configured on TCP port mechanism.
- gg. ICSI should be able to perform Non-Disruptive DR Drills to achieve the consistency and Repeatability of the Disaster Recovery processes.
- hh. Highly Scalable solution- Supporting replication up to 15 separate locations for many to one and one to many replication scenarios.
- ii. RPO monitoring, Reporting and Events Analytics for the Disaster recovery solutions should be offered as part of the offering. ICSI reserves the right to reject the Bid technically if reporting and monitoring component is overlooked by the service provider.
 - jj. The Service provider will provide end to end working solution including the replication tool, DR infrastructure on Cloud / Managed Hosting with DR drill and management. ICSI will provide the application licenses (as applicable) for the DR site.
 - kk. Service provider will have to size up the optimal Bandwidth for replication between DC and DR site for ensuring the PROD server replication to DR site without extra cost.
 - ll. Designing and deploying managed connectivity solutions to continuously replicate the data to the DR site as well as to redirect the users to the DR site during disaster.
 - mm. Training should be provided to the staff members and System Administrator on DR.
 - nn. Services provider should provide the solution document of DR and application.
 - oo. Dedicated connectivity link from Primary data centre of ICSI to DR site shall be the part of DR solution to be provided by the service provider.
 - pp. DR site Management and monitoring Console should be provided by the service provider to the ICSI.
 - qq. The service provider should be able to provide Video Surveillance record of the DR site of any given point of time as required by ICSI.
 - rr. The service provider should ensure the percentage scalability by which the committed maximum resources such as cores, capacity and memory can be scaled up or down.
 - ss. Service provider will have to adhere to following minimum criteria to ensure consistent working DR environment at all times.
- v. Half yearly DR Drill should be bundled per year as part of the solution. ICSI may be able to make choice of more Drills at incremental cost basis as per their business need. Apart from the bundled, DR Drill cost should be shared

separately on per DR Drill cost basis to ICSI.

- vi. Process for data recovery check on defined intervals - Minimum 1 recovery exercise in every 6 months of the Backed up data. ICSI will define the data recovery plan for checking the data integrity and consistence.
- vii. Minimum 1 upgrade / downgrade test every 6 months for computing, storage, and network based on the requirement.
- viii. Minimum 1 Vulnerability Test / Penetration Test to be done on the DR setup at least once in six months based on the requirement.

ICSI can engage any 3rd party Audit firm for independent audit tests and security certifications at its own discretion. Service provider should provide reasonable access and support to authorized 3rd Party Auditor for conducting such audits / compliance on approval from ICSI.

xvi.) Service Outage Reporting

Service Provider should have facility to provide 24x7x365 access to its online support portal for customer to report any service outage / performance issues. Service Provider must provide with 24*7*365 emergency number to reach a support person and their backup in the event of customer equipment failure or a data centre outage (DR Site).

xvii.) SLA - Network Availability > 99.9%

xviii.) Acceptable performance levels

For the provision of service as stated in this SLA, Service Provider is required to provide service in ways that are acceptable to the ICSI. These include the following:

| Service description | Performance level |
|---|--|
| Monitoring of recovery of disrupted data systems and networks in aftermath of disruption | Detect 100% of all possible service disruptions and report within 30 minutes of detection |
| Organization and execution of atleast one (1) Half Yearly BC/DR exercise to ensure proper operation of hot site and that failover to the hot site occurs as planned | Exercise is conducted that verifies proper operation of failover capabilities has occurred |

xix.) Performance metrics

The following metrics will be used for assessing Service Provider performance:

| Performance area | Examples of metrics |
|--|--|
| Developing and implementing data failover and recovery as required by Customer BC(Business Continuity) | <ul style="list-style-type: none"> • Process to review BC(Business Continuity) plan in place. • Linkages to strategies, BIAs (Business |

| | |
|---|--|
| plans and related documents | Impact Analysis) etc. |
| | • Operating procedures for BC (Business Continuity) plan validated. |
| Validating proper operation of BC(Business Continuity) plans through annual exercise of plans with hot site | • Exercise program in place with post-exercise assessments and after-action Reports. |

xx.) Monitoring, tracking and evaluating performance

Criteria used for evaluating Service Provider performance will include the following:

- c) Monthly status reports submitted by Service Provider highlighting work performed, results achieved, successful activities, unsuccessful activities, other performance issues etc.
- d) Ongoing monitoring and observation of Service Provider by Company.

xxi.) Process for resolving performance issues

Any performance issues on the part of Service Provider will be discussed within four hours of their occurrence by ICSI management. This can be in the form of a face-to-face meeting or an electronic conference via Skype, Go to Meeting or other accepted conference system. Issues will be presented by ICSI representatives and Service Provider will have the opportunity to explain its performance. Minutes of such meetings will be recorded. If Service Provider accepts report by ICSI it will have 72 hours to remediate the issue. If Service Provider rejects report by ICSI it will have 24 hours to provide a suitable explanation and proposal for remediation.

xxii.) Remedies for failure to provide acceptable performance, escalation procedures

Failure to provide acceptable performance by Service Provider under the terms of this agreement will result in the following penalties:

| Issue | Remedy |
|--|---|
| Failure to resolve performance issue within 24 hours | ICSI will reduce service fee to Service Provider by 10% for the month in which issue occurred |
| Failure to resolve performance issue within 72 hours | ICSI will reduce service fee to Service Provider by 15% for the month in which issue occurred |
| Failure to resolve performance issue within one (1) week | ICSI will reduce service fee to Service Provider by 20% for the month in which issue occurred |

2. TERM

The term of this Agreement shall be five (5) years with effect from project implementation, commissioning & sign-off i.e. from _____ to _____ subject to evaluation of the performance on yearly basis. In case on annual review, it is perceived by the Institute that the Service Provider's previous year's performance is not satisfactory, it may terminate the contract with one month notice on the completion of the year of service. This Agreement may be

renewed for an additional two years period as per mutual understanding between the Service Provider and ICSI

3. TERMINATION

Either party may terminate this Agreement by giving a three (3) months' notice in writing to the other party for termination of agreement.

The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving One (01) months' notice in writing in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than 3 penalties on the Service Provider in any month.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the Service Provider during the period of termination notice and the same must be satisfied before this agreement is terminated. The ICSI may also put in place any other agency for carrying out the remaining work and expenditure incurred on same shall be recovered from the Service Provider.

The Service Provider shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have been derived from the performance of this agreement in full, but which he did not derive in consequences of the full performance of this agreement not having been carried out, nor shall he have any claim for compensation / damage for the loss suffered by him by reason of termination of agreement by the ICSI. No claim for interest will be entertained by ICSI with respect to any moneys or balances, which may be in its hands owing to a dispute between itself and the Service Provider.

4. CONSIDERATION

In consideration of services being rendered by the Service Provider under this Agreement, ICSI shall pay an amount of Rs. _____ (all taxes, fees etc. inclusive) per year during the term of this Agreement. Payment by ICSI shall be made in on quarterly basis at the end of each quarter on receiving the bill from Service Provider. After the expiry of the term the service charges shall be revised as per mutual agreement between the parties.

5. Payment Terms:

- f) Payment on the supplied goods and services shall be made after supply, physical acceptance, successful installation and commissioning of the goods and services (i.e. acceptance test" imply running of goods and services for 24 hours daily for 7 days) on the bills submitted duly authenticated by an authorized officer of the Institute. Purchase/work Order will be issued by the ICSI indicating therein the details of the goods & services and the delivery schedule.
- g) Leased components cost, if any would be paid on annual/monthly basis and calculation would be done on five years basis.
- h) DR on cloud Service charges will be paid on quarterly basis at the end of each quarter for the preceding quarter against the bill only and the rates quoted shall remain valid till Three (3) years from the start date of contract .No invoice for extra work/change order on account of change order will be submitted by the bidder unless the said extra work/change order has been authorized/ approved by the ICSI in writing.
- i) Payments shall be subject to deductions of any amount for which the Bidder is liable under the agreement against this contract. Further, all payments shall be made subject to deduction of

TDS (Tax deduction at Source) as per the prevailing income- Tax Act and any other taxes as on the date of invoice submission and/or payment date.

j) The bidder's request for payment shall be made to the ICSI in writing, accompanied by invoices describing, as appropriate, the goods and Related Services performed and delivered, accompanied by the supporting documents.

k) Payments shall be made promptly by the ICSI.

If any excess payment has been made by the ICSI due to difference in quoted price in proposal and bidder's invoice, the ICSI may without prejudice to its rights recover such amounts by other means after notifying the bidder or deduct such excess payment from any payment subsequently falling due to the ICSI.

6. Payment of Taxes:-

Service Provider shall be responsible for and shall pay all taxes, duties, excises, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the Services including without limitation sales taxes, duties, customs, levies, service tax and any other tax ("taxes") levied on the equipment, supplies and any other item/service supplied by Service Provider during the tenure of the agreement. ICSI may seek proof of payment of such taxes, duties etc. before release of future payments failing which payment would not be released till the compliance thereof.

7. ICSI RESPONSIBILITIES

To facilitate **Service Provider's** provision of Equipment and Services, **ICSI** agrees to perform the following obligations:

6.1 Access: **ICSI** shall grant access at all times to Equipment, related sites, office areas and other facilities to Service Provider and its authorized representatives, subject to ICSI's reasonable security restrictions. **ICSI** shall arrange for permission for access to offices of third parties for purposes of carrying out the work to be performed by Service Provider under this Agreement.

ICSI shall give access to **Service Provider** or its authorised representatives to sources of electrical power, and any other necessary utilities and facilities, including telephone access to **Service Provider's** Network Operations Center or to ICSI's offices which may be required in order for **Service Provider** to provide efficient Service.

6.2 Installation: **ICSI's** personnel shall co-operate and support Service Provider's representatives, as required, for Equipment installation, problem diagnoses and isolation of faults.

6.3 Project Contacts: **ICSI** designates HOD, Information Technology as the responsible person representing **ICSI's** management for the Installation and Services Start-up Program. Service Provider shall also nominate its contact person for co-ordination of services provided under this Agreement. These persons shall represent the respective Parties in all aspects of the provision of Equipment and Services.

6.4 Additional ICSI Responsibilities:

- a. Provide space for indoor equipment including networking equipment such as multiplexers, modems, spare and test Equipment;
- b. Provide for all necessary electricity and UPS systems of required rating for each site ;
- c. Furnish all facilities from ICSI equipment to be interconnected with the Network;
- d. Provide access to **Service Provider** personnel during working hours and any subsequent assignee to all **ICSI** Premises.

8. Onsite Review Mechanisms(Physical/Virtual) at ICSI

1. Weekly Review Meeting (WRM) with team lead at Noida Office.
2. Monthly Review Meeting (MRM) with the next level to the team lead as per the escalation matrix.
3. Steering Committee Meeting (SCM) with competent authority once in two months or as and when required.
4. Online access of all issues/tickets as on date status to all concerned officials of the Institute (centralized helpdesk).

9. Forfeiture of Security Deposit and Invoking of Bank Guarantee:-

ICSI shall have the right to invoke the Bank Guarantee and to forfeit the security deposit if Service Provider contravene or breach any of the terms and conditions of this Service Level Agreement (SLA) or if the Service Provider withdraws or amends, impairs or derogates from Work Order / Service Level Agreement (SLA) or fails to execute the work as per the Work Order / Service Level Agreement (SLA) or fails to deliver the satisfactory performance during the period of contract.

ICSI shall also have the right to invoke the Bank Guarantee and to forfeit the security deposit and to adjust the damage or loss caused to the ICSI due to the negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Service Provider or its staff / employee / agent / representative.

Whenever under Work Order / Service Level Agreement (SLA) order any sum of money is recoverable from and payable by the Service Provider, the ICSI shall have right to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee of the Service Provider. In the event of the security deposit / bank guarantee being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Service Provider or which at any time thereafter may become due to the Service Provider under this or any other agreement with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the Service Provider shall pay the Institute on demand the remaining amount.

10. Blacklisting

Notwithstanding any other remedy, the ICSI may by notice in writing blacklist the Service Provider for suitable period in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than Three (3) penalties on the Service Provider in any month.

11. Compliances of Law:-

A. Service Provider shall carry out the Services in strict compliance with all relevant laws and regulations of the State or Territory within India where the Services are being rendered and in accordance with the

conditions of any permit, license or concession relating to any part of the Services, whether held by Service Provider, ICSI or any other concerned party.

B. Service Provider shall indemnify and hold ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Service Provider failing to comply with any law, or regulation, or such permit or license relating to any part of the Services.

12. Intellectual Property Rights.-

1. Service Provider shall ensure that it holds all necessary patents, licence rights and other proprietary rights required in respect of any device or method used by it while conducting the Services.
2. ICSI has intellectual property rights including, without limitation over its trade names, corporate signs, logos, software, proprietary information and know-how which the other party may come across while performance of work under this agreement. Vendor shall recognize ICSI's intellectual property rights for all purposes. Nothing in this Agreement shall confer on Service Provider any right or title in the intellectual property of ICSI.
3. The Intellectual Property Right covering basic content as to be performed by the Service Provider while execution of work under this agreement shall be the exclusive property of the ICSI.

13. Genuine Software

Both parties agree that the software that is required to be used for the purposes as envisaged under this Agreement shall be genuine and registered software and not a pirated version of any nature.

14. FORCE MAJEURE

The Parties shall not be liable for any failure to perform, any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, epidemic or pandemic, insurrection, war or acts of government.

15. INDEPENDENT CONTRACTOR OR SUBCONTRACTOR

The relationship of Service Provider to ICSI under this Agreement shall be that of an independent contractor. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this Agreement. The acts performed and action taken by either party that do not fall under the Agreement shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained.

That it is expressly understood & agreed between the parties to this agreement that the personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wager or whatever be the status / name) by the Service Provider directly or indirectly for the execution of work as provided under this agreement, shall not be employee / officer of the ICSI for any purpose. None of such person of the Service Provider shall have any right to claim anything against the ICSI.

16. Non-Exclusive Agreement

The agreement between the ICSI and Service Provider is a non-exclusive agreement. The ICSI shall be free to enter into any such agreement with any other service provider during currency or the extended currency of this Agreement.

17. Representations and Warranties

The Parties represent and warrant that they have relevant authority and permission under the applicable laws/ rules/ notifications or by virtue of the order/ instruction/ directive from the relevant authority to enter into this Agreement.

18. Assignment & Sub-Letting

Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other. However, nothing in the foregoing shall be affected in the event of there being a merger, amalgamation or takeover of the business/ management of a party. In such an eventuality all the rights and obligations shall automatically be vested with the entity with which such party has been merged or is taken over.

19. Alteration and Modification

Any alteration or modification or waiver in connection with this agreement will not be effective unless made in writing and signed by both the parties.

20. ADDITIONAL CONDITIONS

- i. Governmental Approvals: **Service Provider** will obtain all necessary licenses and approvals, including those of local, state, and central governments for the successful implementation of all equipment.
- ii. The Parties shall co-operate to facilitate the obtainment of any necessary governmental licenses and approvals.
- iii. Complete Agreement: This Agreement and all of its Attachments [and Annexures] constitute the complete Agreement between the Parties and replace any written or oral Agreement or understanding with respect to the subject matter. Changes, amendments or interpretations of this Agreement shall be valid only if they are in writing and signed by both parties, except that each Party may make a change of domicile or change of the name of the person to whom notifications shall be sent. This notification shall be made through a written document to the other Party to this Agreement.
- iv. Non Waiver: Failure to exercise by either party of any right under this Agreement in one or more instances shall not constitute a waiver of those rights in another instance. Such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein. A provision or right under this agreement shall not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by all the parties.

- v. Notifications: All notices, notifications, request, consents or other communications required or permitted to be given to either party pursuant to this Agreement shall be in writing and shall be delivered personally or sent by Registered Post with acknowledgement due, Speed post or by courier to the addresses indicated in this Agreement. Any change of Address should be notified to each other.
- vi. Headings: The headings used in this Agreement are for purposes of convenience only and shall not control the language or meaning of the provision following.
- vii. Precedence: The terms & conditions mentioned in the RFP/Tender, Work Order, Attachments of Tender, offer shall be treated as integral part and parcel of this Agreement. In the event of any ambiguity or doubt or dispute on the terms and conditions applicable, the order of precedence for the purposes of resolving such ambiguity, doubt or dispute shall be:
 - (1) This Agreement
 - (2) The Attachments
 - (3) The Work Order
 - (4) The Offer
 - (5) The RFP/Tender.

21. ARBITRATION

In case of any dispute, difference, claims and demands arising in relation or connection or pursuant or touching to the meaning, operation, effect or interpretation of this agreement the authorised official of the ICSI and the Service Provider will address the disputes/differences for mutual resolution and failing which the matter shall be referred to the sole arbitrator to be appointed mutually by both the parties.. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The decision / award of the arbitrator shall be final and binding.

22. CONFIDENTIAL INFORMATION

a. During the term of this Agreement and thereafter, any disclosing party's Confidential Information received by the receiving party, under and by virtue of this Agreement, shall be maintained in the strictest confidence and trust and shall not be disclosed to a third party without the prior written consent of the disclosing party, unless such information is required to be disclosed in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction, in which case the party required to make the disclosure shall promptly notify the other Party in writing of such disclosure. For purposes of this agreement "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

b. Provided that upon the expiration, cancellation, or termination of this Agreement, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

c. Any software / hardware material, product specifications, financial information, documents covered under this agreement shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of

the ICSI. All such information/material shall be treated as confidential for a minimum period of two years after this agreement comes to an end or as agreed from time to time. Such confidential information shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the ICSI. An undertaking letter (NDA) must be provided by service provider for Confidentiality of the data and information/records of the ICSI.

d. Penalty Terms:

- Noncompliance of RPO i.e. 30 Minutes- the vendor will be liable to pay the penalty of Rs 2000/30 Minutes during the DR Call.
- Noncompliance of RTO i.e. 3 Hours- the vendor will be liable to pay the penalty of Rs 3000/Hours during the DR Call.
- SLA violation as per the Damages clause mention in the tender.
- More than 30 Minutes Delay/Gap in Replication of any Server from PROD to DR site will be liable to pay the penalty @ Rs. 1000/- /30 Minutes.
- In case of repeated penalties on Service Provider in any month, the ICSI shall have right to terminate the contract by giving one month notice and such decision of the ICSI shall be final.

Compensation

Without prejudice to the foregoing, the Service Provider shall be accountable and responsible to compensate and pay damages to ICSI for any loss/ damage/ claim/ liability, whatsoever, caused either directly or indirectly by the Service Provider which may arise either out of negligence, fraud, misrepresentation, misconduct or material breach of this Agreement.

23. INDEMNITY:

a. Service Provider shall be solely liable for and shall indemnify ICSI, its officers, servants, employees and agents against all liabilities, losses, claims and expenses of any nature whatsoever arising from any personal injury or illness (including death) of any nature whatsoever and any penalty, loss, damage or destruction to any property whether real or personal where such liability arises out of or in connection with the conduct of the Services whether under common law, under statute or otherwise. The Service Provider further covenants and agrees to indemnify and keep at all times indemnified the ICSI against any loss or damage that the ICSI may sustain directly or indirectly as a result of the failure or negligence of the Service Provider or its employees to faithfully carry out its obligations under this agreement and further to pay for all losses, damages, costs, charges and expenses which the ICSI may reasonably incur or suffer and to indemnify and keep indemnified the ICSI in all respects.

b. The indemnifying party shall be granted immediate and complete control of any claim of indemnity and the indemnified party shall not prejudice the indemnifying party's defense of the claim.

e. The indemnified party shall give the indemnifying party all reasonable assistance at the expense of the indemnifying party on such claim of indemnity.

24. JURISDICTION:

All disputes arising out of at any time relating to this agreement shall be deemed to have arisen in New Delhi and only courts having jurisdiction of Courts in Delhi shall determine the same.

25. SEVERABILITY

If any provision of this agreement is held invalid, void, unenforceable or illegal for any reason, this agreement will remain otherwise in full force apart from that provision which shall be deemed deleted.

26. Governing Law

The Agreement shall be interpreted in accordance with and governed by the laws of India.

27. Other Terms & References:

- The authority to take final decision on any issue, which is not resolved between the Project Managers, shall be the Steering Committee.
- All communications to the employees or third party agencies would be through designated channels as directed to by the Institute.
- Non acceptance of the terms & conditions as stated in Part A and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Tender invalid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the day and month and year first written above.

FOR SERVICE PROVIDER

FOR ICSI

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

NAME:

NAME:

DESIGNATION:

DESIGNATION:

DATE:

DATE:

In presence of

In presence of

- 1.
- 2.

- 1.
- 2.

Technical and Infrastructure Evaluation Matrix:

| S.No | Proficiency Criteria | Maximum Marks | Marks Distribution Criteria | Bidders response with details and proof wherever necessary |
|-------------|---|----------------------|---|---|
| 1 | No. of years in existence as on the issue date of the tender | 10 | <ul style="list-style-type: none"> • 10 years or > 10 years = 10 marks • 7 years or >7 years but < 10 years= 8 marks • 5 years or >5 years but < 7 years= 6 marks • 2 years or > 2 years but < 5 years = 4 marks | |
| 2 | Number of ongoing DR on Cloud Contracts | 10 | <ul style="list-style-type: none"> • 9 or > 9 = 10 marks • 7 or > 7 but <9 = 7 marks • 3 or > 3 but < 7 = 4 marks | |
| 3 | Number of DR on Cloud Service contracts executed in past 5 years | 10 | <ul style="list-style-type: none"> • 10 or >10 = 10 marks • 7 or > 7 but <10= 7 marks • 3 or >3 but <7 = 4 marks | |
| 4 | Number of ITIL/CCNA/CCNP/ITSM /CSM/ Cloud Computing//AWS/Azure/ etc. qualified professional Engineers on payroll of the company. | 10 | <ul style="list-style-type: none"> • 10 or >10 = 10 marks • 8 or > 8 but < 10 = 8 marks • 5 or > 5 but < 8 = 6 marks • 2 or>2 but < 5 = 4 marks | |
| 5 | Quality of Service (Customer Feedback at least 2 Client of the vendor). Please provide details of relevant customers for the last two years with their contact details and performance certificate issued from the customer if any | 10 | Will be given by the ICSI Technical Evaluation team. | |
| 6 | Turnover of the Company for the immediate previous financial year (Rs) | 5 | <ul style="list-style-type: none"> • >200 crores= 5 marks • >150 crores but<200 crores= 4 marks • >125 crores but<150 crores= 3 marks • >100 crores but <125 crores = 1 mark | |
| 7 | Paid up Capital of the Company (Rs) : | 5 | <ul style="list-style-type: none"> • >2 crores = 5 marks • >1 crore but <2crores = 4 marks | |

| | | | | |
|----|--|----|---|--|
| | | | <ul style="list-style-type: none"> • >50 Lacs but <1 crore= 3 marks • >25 Lacs but <50Lacs = 1 mark | |
| 8 | Presentation on understanding of scope of work Proactive approach for smooth functioning. Quality assurance of the deliverables | 25 | Will be given by the ICSI Technical Evaluation team after the Presentation. | |
| 10 | Bidder should provide address details of their data centre, project office and technical support centre for personal/virtual visit by the ICSI concerned officials, if required. | 5 | Will be given by the ICSI Technical Evaluation team after the visit. | |
| 11 | DR Site should preferably be located in the following cities: Mumbai Bangalore Chennai Kolkata Hyderabad | 5 | <ul style="list-style-type: none"> • Proposed DR in preferred locations = 5 Marks • Proposed DR in other than preferred locations = 2 Marks | |
| 12 | Bidder with Class A ISP License or tie up with ISP of Class A License. | 5 | <ul style="list-style-type: none"> • Bidder with Class A ISP License = 5 Marks • Bidder having tie up with ISP of Class A License= 3 Marks | |

Minimum Qualifying Score: The minimum qualifying score in the Technical evaluation is 40 (out of 100). Bidders scoring less than 40 will not be considered for further evaluation.

Date: _____
Name and Signature of Bidder
with Corporate Seal

Format- Performance Bank Guarantee from a Nationalized Bank

FOR PERFORMANCE GUARANTEE

Ref. No.

Bank Guarantee No

Dated

To,
The Secretary
Institute of Company Secretaries of India
ICSI House, 22, Institutional Area,
Lodi Road, New Delhi-110003

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

from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance by the Purchaser to the said Contractor or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

WITNESS NO. 1

Authorised Bank Representative

(Signature)
Full name and official
Address (in legible letters)

(Signature)
Full name, designation and
address (in legible letters)
with Bank stamp

WITNESS NO. 2

(Signature)
name and official
Address (in legible letters)

Attorney as per power of
Attorney No..... Full
Dated.....