Request for Expression of Interest (EOI) for Selection of MeitY-empaneled Cloud Service Providers to offer cloud services integrated with C-DAC's Meghdoot Cloud Suite on BOSS OS



Centre for Development of Advanced Computing (C-DAC) A Scientific Society under the Ministry of Electronics & Information Technology (MeitY), Government of India

EOI No.: CDAC(C)/EOI-Cloud/24-25/02
Publishing Date: Jan 10th 2025 till 18:00 Hrs

Last date for submission of bids: Jan 23rd 2025 till 15:00 Hrs

Opening of Bids: Jan 24th 2025 at 15:30 Hrs

The Eol document may be downloaded from https://eprocure.gov.in/eprocure/app

email for queries:purchase-chennai@cdac.in

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ACTIVITY SCHEDULE

Sr. No.	Field Name	Details		
1	EOI No. & Date of Release	CDAC(C)/EOI-Cloud/24-25/02		
2	Last Date of Sending Queries	15 th January 2025 till 1400 hrs		
3	E-mail for Sending queries	purchase-chennai@cdac.in		
4	Date of Pre-submission	16 th January 2025 at 1100 hrs Online Mode		
	Meeting	(online link shall be share to the interested		
		<u>bidders upon email confirmation - request</u>		
		email to be sent on purchase-chennai@cdac.in)		
5	Last Date of Submission of EOI	23 rd January 2025 at 1500 hrs		
6	Address for pre-submission	Centre for Development of Advanced		
	meeting	Computing (CDAC),		
		Tidel Park, 8th Floor,		
		"D" Block (North & South),		
		No. 4, Rajiv Gandhi Salai, Taramani, Chennai - 600 113.		
		/ Online		
7	Date of Opening of EOI	24 th January 2025 at 1530 hrs		
8	Place of Opening of Proposals	Centre for Development of Advanced		
	Trace or opening or Proposats	Computing (C-DAC),		
		Tidel Park, 8th Floor,		
		"D" Block (North & South),		
		No. 4, Rajiv Gandhi Salai, Taramani,		
		Chennai - 600 113.		
9	Date of Technical Presentation	To be informed later		
10	Document processing fee	EOI processing fees shall be ₹1180, Non-		
		refundable. The payment should be affected by		
		NEFT/IMPS transaction only		
11	Bank Details for depositing	Name : Centre for Development of Advanced		
	Document processing fee	Computing (CDAC)		
		Bank Name : State Bank of India		
		Branch Name: Tidel Park		
		Address : No:4, Canal Bank Road, Taramani,		
		Chennai-600113 Account Number: 33653043152		
		IFSC : SBIN0004285		
		11 JC . JDII(UUU420J		

Chapter 1 SECTION I: INVITATION FOR EXPRESSION OF INTEREST (EOI)

1. Disclaimer

Centre for Development of Advanced Computing (C-DAC) has prepared this Request for Expression of Interest (EOI) document solely to select the MeitY-empaneled Cloud Service Providers to offer cloud services integrated with the C-DAC's Meghdoot Cloud Suite.

C-DAC invites EOI from MeitY-empaneled Cloud Service Providers to offer cloud services in integration with the C-DAC's Meghdoot Cloud Suite as detailed in section III on behalf of C-DAC. The competing/applying agencies are envisaged to conduct such activities in due compliance with latest government norms and guidelines, industrial norms, directives of MeitY and as per the ToR, guidelines and SOPs defined by C-DAC, from time to time.

While C-DAC has taken due care in the preparation of information contained herein and believes it to be accurate, neither C-DAC or any of its authorities or Partner nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. This information is not intended to be exhaustive and interested parties are required to make their own inquiries in order to submit the EOI. The information is provided on the basis that it is non-binding on C-DAC, any of its authorities or Partner or any of their respective officers, employees, agents or advisors. C-DAC reserves the right not to proceed with the EOI process at any stage without assigning any reasons thereof, or to alter the schedule reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the EOI further with any party submitting an EOI. C-DAC will not be liable to pay/reimburse any cost/losses/expenses/penalties/damages of whatsoever nature to any person (s)/entity (ties) submitting the EOI.

2. Introduction

Meghdoot is an open source comprehensive cloud suite designed and developed by C-DAC. Meghdoot is a product of National Resource Centre for Free and Open Source Software program, comprising free and open source tools including OpenStack across all layers of Cloud with in-house value additions. The product features automated deployment of cloud stack and provides a convenient environment through a portal to create, deploy, and scale a secure and reliable private Meghdoot cloud. It delivers a cloud platform built from open source cloud technology. Co-engineered and integrated with BOSS Linux, giving you the agility to scale and quickly meet customer demands without compromising on availability, security, or performance.

Being a provider of cloud-based Infrastructure-as-a-Service (IaaS) solutions, C-DAC invites expressions of interest (EoIs) from MeitY empaneled Cloud Service Providers

(CSPs) to collaborate in augmenting our existing cloud services with Platform-as-a-Service (PaaS) capabilities. This partnership aims to deliver a comprehensive cloud ecosystem, enhancing operational efficiency, scalability, and innovation for our customers.

3. Objective of EOI

The primary objectives of this EoI is to shortlist the Meity empaneled Cloud Service Providers expertise in PaaS Cloud offerings leading towards collaborative development and capacity building activities with respect to

- Integrating PaaS functionalities into our existing laaS based Meghdoot Cloud suite.
- Co-developing a unified Cloud Management Portal (CMP) to streamline application development and deployment.
- Establishing the proof of concept and pilot implementation for exploring cloud offerings with cloud native applications using C-DAC's Meghdoot Cloud stack hosted over their DC along with CMP.
- Enabling end-to-end cloud service capabilities to enhance customer experience.
- Leveraging the participating agency's expertise in PaaS to deliver innovative and scalable solutions.

Interested agencies should provide information demonstrating that they have the required qualifications and relevant experience to undertake the activities as per defined criteria.

4. Instructions for On-line EOI Submission

The agencies are required to submit soft copies of their EOI electronically through www.eprocure.gov.in, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the agency in registering on the CPP Portal, prepare their EOI proposals in accordance with the requirements and submitting their proposals online on the CPP Portal. More information useful for submitting on-line proposals on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

5. Assistance to Agency

Any query relating to the process of on-line EOI proposal submission or queries relating to CPP Portal in general may be directed to the 24*7 CPP Portal Helpdesk on: 0120-4200 462, 0120-4001 002, 0120-4001 005, 0120-6277 787, e-mail for technical support: eproc@nic.in

6. Contact Information

The Centre Head,

Centre for Development of Advanced Computing (C-DAC),

Tidel Park, 8th Floor, "D" Block (North & South),

No. 4, Rajiv Gandhi Salai, Taramani, Chennai - 600 113.

Tel: 044 - 22542226/27

E-mail: purchase-chennai@cdac.in

7. EOI Proposal Submission

- i The prospective Agency may submit EOI from MeitY-empaneled Cloud Service Providers to offer cloud services in integration with the C-DAC's Meghdoot Cloud Suite in compliance with this EOI.
- ii The prospective agency should take into account any corrigendum published regarding this EOI document before submitting their proposals.
- iii The documents should be scanned in 100 dpi with black and white option.
- iv The following documents should be submitted in PDF format through www.eprocure.gov.in/eprocure/app.
 - a. Scanned copy of on-line transaction receipt towards document processing fees of INR 1180/- (Rupees One Thousand One Hundred and Eighty Only) through NEFT as per details provided.
 - b. Covering letter as per format given in Annexure A.
 - c. Duly filled EOI proposal documents with proper seal and signature of the authorized person with name, designation, email id & contact number along with the authority letter, as per the format attached in **Annexure B.**
 - d. A copy of Certificate of Incorporation, Partnership Deed/Memorandum and Articles of Association or any other equivalent document showing date and place of incorporation, as applicable.
 - e. Copies and documents in support of General eligibility criteria stipulated at clause 2(a) of Section II of this document.
 - f. Copies and documents in support of General eligibility criteria stipulated at clause 2(b) of Section II of this document.
 - g. A certificate from Chartered Accountant for the last 3 financial years indicating the annual turnover of the prospective MeitY-empaneled Cloud Service Providers to offer cloud services in integration with the C-DAC's Meghdoot Cloud Suite.
 - h. Organizational Details, as per Annexure C.
 - i. Details of experience as MeitY-empaneled Cloud Service Providers as per format given in **Annexure D.**
 - j. Undertaking on letterhead of the agency for details of skilled and qualified staffs on payroll of the bidder. The undertaking should include Name, Designation, and Brief Profile of Staff (including Qualification and relevant Experience).
 - k. Undertaking on letterhead of the agency for details of available facilities and resource infrastructure.
 - l. Details of activity specific capabilities, willingness and preference as per format given in **Annexure E.**
 - m. Undertaking on letterhead of the Agency that (a) the bidder has not been blacklisted by Government of India, any State Government in India or by any multilateral/ bilateral agency (b) Bidder should have never been involved in any illegal activity or financial frauds (c) Bidder's contract in the past should not have terminated during the contract period due to unsatisfactory performance, nor it refused to continue the services for any Company after the contract was awarded to them (d) The bidder and its affiliates should not have been blacklisted by any Government Agency/ Public Sector Undertaking/ Autonomous Bodies of Government/ for breach of applicable laws or violation of regulatory provisions or breach of agreement as per Annexure-F.

- n. Undertaking as per Annexure-G complying with the Order No.F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI with regard to bidder from a land border sharing country to India. copies of PAN and TAN, as applicable.
- o. The copies of GST registration certificate/s.
- p. Copies of documents in support of other credentials like Registered ISO Certification, awards won, professional membership, etc.
- q. Other documents necessary in support of eligibility criteria and/ or credential of the prospective MeitY-empaneled Cloud Service Providers

Note: Submission of all the valid/legal documents in context to above table is mandatory. C-DAC reserves the right to reject the proposal if any of the above listed document(s) is/are not submitted. Merely submission of documents does not confer a right to selection for subsequent stages.

8. The proposal should be addressed to

The Centre Head,

Centre for Development of Advanced Computing (CDAC),

Tidel Park, 8th Floor, "D" Block (North & South),

No. 4, Rajiv Gandhi Salai, Taramani, Chennai - 600 113.

Tel: 044 - 22542226/27

email: purchase-chennai@cdac.in

9. EOI Pre-Proposal Meeting

The pre-proposal meeting will be held online/ offline as per details given in Activity Schedule.

10. Validity

The EOI proposal submitted shall remain valid for a period of at least 120 days from the date of submission.

11. Last Date of Submission of Proposals

Last date for uploading/sending the EOI e-proposals is as per details given in Activity Schedule. The document processing fees must be made online transfer (C-DAC shall not be responsible for any delays or any other reason for not submitting the fees in the specified time and resulting in disqualification/rejection of any proposal) so as to reach on or before the due date and time. Bank details as mentioned in the activity schedule.

(END OF SECTION I)

Chapter 2 SECTION II: INSTRUCTIONS TO EOI BIDDERS

1. Period of Engagement

Empanelment shall be for a period of 03 years from the date of issuance of letter of empanelment. C-DAC reserves the right to reduce or extend the duration (on same terms and conditions) based on performance of agencies and relevant norms/criteria.

2. Eligibility Criteria

All the prospective MeitY-empaneled Cloud Service Providers to offer cloud services must meet the minimum eligibility criteria given below.

I. General Eligibility Criteria

a. The bidder should be an Indian entity registered under the Companies Act 2013 or under section 59 of Partnership Act 1932 or under the Limited Liability Partnership Act 2008, in India and should be in the similar kind of business as per scope of work. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.

b. <u>Supporting document related to empanelment of cloud service provider with</u> <u>MeitY, Govt. Of India having current validity.</u>

- c. ISO 9001:2015, Information Security Management System ISO 27001:2013 valid certificate copies.
- d. The Bidder should be operational in India for a period of at least three (3) years as on date of publication of the subject EOI.
- e. The bidder should have a minimum average annual turnover of Rs. 50 Lakhs for last 3 financial years namely FY 2021-22, FY 2022-23, and FY 2023-24 from the same/similar business.
- f. The Bidder shall have positive net-worth in the last 03 Financial Years.
- g. The bidder should have a valid PAN and GST Registration (copy of PAN card and GST Registration certificate should be submitted in the bid). Copy of PAN card and GST Registration certificate should be submitted in the bid. In case GST registration is not available, the bidder shall give undertaking that it will get registered before start of work, if work is awarded to them / or submit relevant documentary evidence that they are exempted from GST as per the rules.
- h. The bidder shall submit an undertaking on their letter-head stating that: "In reference to the Order No.F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI, I hereby submit that; we have read the referred order regarding restrictions on procurement from a bidder of a country which shares a land border with India. A declaration in this regard needs to be submitted on bidder's letterhead, duly signed and stamped as per **Annexure-G.**
- i. Proof of PF registration to be submitted by the bidder, if the bidder comes under PF.
- j. Bid by Consortium is not allowed.
- k. The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal

- proceedings for any of the foregoing. An undertaking by the bidder should be submitted.
- I. The Bidder should not be blacklisted/debarred/banned/restricted by any Union Govt./State Govt. /PSU as on date of submission of the Bid. "No-Conviction Certificate" duly signed by authorized signatory signing the bid, should be submitted in the prescribed format

II. Specific Eligibility Criteria

- a. The bidder must have provided cloud services to Organizations/ Institutes/ Public/ Private during the last three financial year ending 31.03.2024 as follows;
 - i) One project of 50 lakhs value OR
 - ii) Two projects of 25 lakhs each OR
 - iii) Three projects of 10 lakhs each.
- b. Experience Certificates: Copy of purchase order or Contract/Completion Certificate/Satisfactory report from Client, duly attested by bidder should be enclosed along with the Technical Bid.
- c. The bidder must have at least ten (10) personnel for offering the Cloud IaaS & PaaS services. The personal deployed should be graduate/ post graduate or above. The details regarding educational qualification, expertise & experience in cloud operations and need be enclosed.
- d. The bidder must enclose documents to prove relevant expertise in providing Cloud IaaS and PaaS services of C-DAC. Basis the same, "Activity specific acceptance letter" to be provided as per format in **Annexure E**.
- e. The bidder must deploy the C-DAC's Meghdoot cloud solution on the bidder's hardware to facilitate the integration of the bidder's Cloud Management Platform and enable other necessary PaaS solutions. The expected timeline for the integration of the cloud services with the Meghdoot Cloud platform is 20 days from the date of intimation after completing the technical presentation.
- f. The bidders those who are successfully completing the integration of the cloud services with the Meghdoot Cloud platform within the stipulated time line shall only be considered/eligible for empanelment.

Note: I The bidder should provide sufficient documentary evidence to support the eligibility criteria for empanelment.

Note: II- C-DAC RESERVES THE RIGHT TO REJECT ANY PROPOSAL NOT FULFILLING THE ELIGIBILITY CRITERIA.

3. Important Instructions for interested agencies

- a) This EOI does not commit C-DAC to award a contract or to engage in negotiation. This is for empanelment to select the MeitY-empaneled Cloud Service Providers to offer cloud services integrated with the Meghdoot Cloud Suite
- b) Agencies will be empaneled based on meeting eligibility criteria as mentioned in this EOI. For any business engagement on case to case basis, C-DAC will float a limited tender enquiry/ bid on the GeM portal (Government eMarketplace -

<u>www.gem.gov.in</u>) with detailed Statement of Work (SoW) among the empaneled agencies to seek financial quotation/proposal. It is the responsibility of the qualified/ empaneled bidder to get registered on the GeM portal in due time for future tendering / bidding process.

- c) Evaluation and selection criteria based on various aspects such as activity requirements/eligibility/quality/cost/performance/SOW etc., shall be mentioned in specific tender/bid at later stage. Empaneled agencies which will be selected under each assignment will be issued PO/Contract separately. The selected agencies need to offer cloud services (laaS and PaaS) integrated with the Meghdoot Cloud Suite as per due compliance with latest government norms and guidelines, Terms & Conditions of SoW as issued.
- d) As per activity requirement and demands from time to time, empaneled agencies should be self-sufficient, competent, qualified, and ready to provision and undertake desired activities as a part of providing cloud services (IaaS and PaaS) integrated with the Meghdoot Cloud Suite, which includes all the activities including support, 24*7 availability etc. & related areas with knowledge and access to latest government directives, advanced technology solutions, industrial requirements, faculties, guidelines and SOPs shall also be issued from time to time by C-DAC for respective activities.
- e) Empanelment does not guarantee that work will be assigned to each of the empaneled agency.
- f) During the empanelment period, agencies have to inform C-DAC when agencies undergo any changes (internal or external) in eligibility criteria as defined under section-II, which can impact the obligation.
- g) C-DAC reserves the right to reject any or all the proposals submitted in response to this EOI document at any stage without assigning any reasons whatsoever. C-DAC also reserves the right to hold or amend or withdraw or cancel the process at any stage.

4. Earnest Money Deposit (EMD)

During limited tender/ SoW, EMD/Bid Security in line with guidelines by Govt. would be sought from the empaneled agencies. C-DAC reserve the right to exempt EMD/Bid Security as per Govt. norms/ guidelines.

5. Amendments to EOI Document

- a) At any time prior to the deadline for submission of proposals, C-DAC may, for any reason, whether on its own initiative or in response to the clarification request by a prospective agency, modify the EOI document.
- b) The amendments to the EOI documents, if any, will be notified by release of corrigendum notice on C-DAC website & Central Public Procurement (CPP) portal. The amendments/ modifications will be binding on the prospective agency

- c) C-DAC at its discretion may extend the deadline for the submission of proposals if it thinks necessary to do so or if the proposal document undergoes changes during the submission period, in order to give prospective agency to take into consideration the amendments while preparing their proposals.
- d) C-DAC reserves the right to cancel the said EOI without assigning reasons thereof.

6. Preparation of EOI Proposals

- a) Prospective agency should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the proposal documents. In case however, any corrections, overwriting, erasures or postscripts have to be made in the proposals, they should be supported by present date signatures of the same authorized person signing the proposal documents.
- b) Prospective agency shall not be entitled to amend add/delete/correct the clauses mentioned in the entire tender document.

7. Technical Presentation

Subsequent to submission of proposals, the Evaluation Committee of C-DAC may ask the eligible prospective agency to give a detailed technical presentation, covering following points:

- a) Organization Profile and nature of their activities.
- b) Knowledge, skills, expertise pertaining to the cloud services (IaaS and PaaS). Facilities & Infrastructure available
- c) Activities conducted by the agency in providing cloud services, stakeholder management, technical documentation & Specific Technical Activities.
- d) Demonstration of Database as Service, Containerized applications with Workflow orchestration, Data processing and Integration, Auto scale up/down, Management, Administration and Audit capabilities of offerings and Security.
- e) Proposed Plan for rendering services as per the broad scope of work mentioned in this EOI
- f) Capability and willingness to offer cloud services (IaaS and PaaS) in integration with the Meghdoot Cloud Suite
- g) Certifications, Achievements, Awards won, etc.
- h) Any other differentiators.

8. Evaluation of EOI Proposals for Empanelment

- a) The EOI proposals will be evaluated in two steps. The proposals will be examined based on eligibility criteria stipulated at Section II to identify the eligible Agency.
- b) The eligible Agency Partner will be invited for the technical presentation. The short listing of agencies will be finalized after technical presentation and evaluation.

9. C-DAC's Right to Amend/Cancel

- a) C-DAC reserves the right to amend the eligibility criteria, scope of supply, technical specifications etc.
- b) C-DAC reserves the right to cancel the entire EOI without assigning any reasons thereof.

10. Corrupt or Fraudulent Practices

- a) It is expected that the bidder who is the MeitY empaneled Cloud Service Provider should have highest standards of ethics.
- b) C-DAC will reject proposal if it encounters that the bidder is engaged in corrupt or fraudulent practices while competing for this contract.
- c) C-DAC may declare a bidder for MeitY empaneled Cloud Service Provider ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time encounters that the agency has engaged in corrupt and fraudulent practices during the award/execution of contract.

11. Penalty for Use of Undue Influence

The prospective MeitY empaneled Cloud Service Provider undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person employed in C-DAC or otherwise in procuring the contract/agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/agreement or any other contract/agreement with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the contract/agreement or any other contract/agreement with the Government of India. Any breach of the aforesaid undertaking by the MeitY empaneled Cloud Service Provider or anyone employed by him or acting on his behalf (whether with or without the Knowledge of the prospective MeitY empaneled Cloud Service Provider or the commission of any offence by the MeitY empaneled Cloud Service Provider or anyone employed by him or acting on his behalf, as defined in Chapter 9 of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1986 or any other Act enacted for the prevention of corruption shall entitle C-DAC to cancel the contract/agreement and all or other contract/agreements with the prospective MeitY empaneled Cloud Service Provider and recover from the prospective MeitY empaneled Cloud Service Provider the amount of any loss arising from such cancellation. The decision of C-DAC to the effect that a breach of the undertaking had been committed shall be final and binding on the prospective MeitY empaneled Cloud Service Provider, giving or offering of any gift, bribe or inducement or any attempt at any such act behalf of the Provider toward any officer/employee of C-DAC or to any other person in a position to influence any officer/employee of C-DAC for showing any favour in relation to this or any other contract/agreement, shall render the prospective MeitY empaneled Cloud Service Provider to such liability/penalty as C-DAC may deem proper, including but not limited to termination of the contract/agreement, imposition of penal damages, and refund of the amount paid by C-DAC.

12. Confidentiality

The MeitY empaneled Cloud Service Provider and/or their personnel shall not, either during the term or after expiration of engagement period disclose any proprietary or confidential information relating to the cloud services, contract or C-DAC's business or operations without the prior written consent of C-DAC. The MeitY empaneled Cloud Service Provider and/or their personnel shall not, either during the term or after expiration of this contract, undertake any public communication, press/media

releases relating to the services, contract, or C-DAC's business or operations without the written consent of C-DAC. Information available on public domain is excluded from confidentiality clause.

13. Force Majeure

C-DAC may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states/state Agency, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at selected agencies premises or any other act beyond control of the Agency.

14. Arbitration

In case any dispute arises between the C-DAC and successful Agency with respect to this EOI, including its interpretation, implementation or alleged material breach of any of its provisions both the Parties hereto shall endeavour to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator mutually appointed by both parties. If the sole arbitrator is not appointed mutually by both the parties, then the Parties shall approach the appropriate Court for appointment of sole arbitrator. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The venue of the arbitration shall be Pune. The award given by the arbitrator shall be final and binding on the Parties. The language of arbitration shall be English. The common cost of the arbitration proceedings shall initially be borne equally by the Parties and finally by the Party against whom the award is passed. Any other costs or expenses incurred by a Party in relation to the arbitration proceedings shall ultimately be borne by the Party as the arbitrator may decide. Courts in Pune only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and conciliation Act.

15. Indemnity

Selected Agency need to note that, C-DAC shall neither be the Employer of nor shall it be deemed to be the principal employer of any persons to be deployed by the Agency towards the service rendered and shall not in any manner be responsible for any act, omission or commissions by the Agency, the manpower deployed for this project or by his employees, in respect of any non-compliance of all or any labour and other laws statutory notifications, relevant rules and regulations applicable to the provision of Provident Fund and ESIC of the persons engaged by the supplier and no claim in the respect shall lie against C-DAC. The Agency shall keep indemnified C-DAC for any such claim raised by employees of the Agency.

It may be expressly understood that the relationship between the parties hereto is as

Principal - to - Principal and the Agency shall not be an agent of C-DAC for any purpose whatsoever, and shall not represent or hold himself out as such to any person/s.

16. Limitation of Liability

- a) The liabilities, if any, with respect to the following shall be at actuals:
 - i. Claims that are the subject of indemnification pursuant to infringement by the Agency of third party Intellectual Property Right.
 - ii. Damage(s) occasioned by the Gross Negligence or Wilful Misconduct of the Agency.
- iii. Regulatory or statutory fines imposed by a Government or Regulatory Agency for non-compliance of statutory / regulatory guidelines, Rules, Regulations etc.
- b) The maximum aggregate liability of selected Agency except those stipulated at clause 18(a) below, in respect of following cases shall not exceed the total amount of the Contracts/Work Orders:
 - i. Any claims, losses, costs or damages arising out of or in connection with this EOI, Contract/ Works Order or SoW.
 - ii. Damage(s) occasioned by Agency for breach of Confidentiality Obligations.
- c) Under no circumstances shall C-DAC be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

17. Termination

C-DAC reserves the right to terminate and cancel the empanelment with or without cause/reason by giving 30 days' notice to the selected Agency. The selected Agency may terminate the empanelment/contract by giving 60 days' prior written notice, subjected to completion of all Contracts/PO obligations undertaken by agency. All approved amounts for completed Contracts/PO which are due and payable to the agency shall be paid by C-DAC in the event of termination of the agreement for any reason whatsoever.

18. Assignment

Selected Meity empaneled Cloud Service Provider shall not assign, delegate or otherwise deal with any of its rights or obligation under this contract without prior written consent / permission of C-DAC. The prime responsibility towards the successful execution of SoWs lies with empaneled Cloud Service Provider. The selected agency shall not fully or partially sub-let to any other entity without prior approval and written consent of C-DAC.

19. Severability

If any provision of this contract is determined to be invalid or unenforceable, it will be deemed to be modified by C-DAC to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision.

20. Interpretation of the Clauses in the EOI Document

In case of any ambiguity/dispute in the interpretation of any of the clauses in the EOI document, the interpretation of the clauses by Director General, C-DAC shall be final and binding on all parties.

(END OF SECTION II)

Chapter 3 SECTION III: TERMS OF REFERENCE

1. Background

Meghdoot is an open source comprehensive cloud suite designed and developed by C-DAC. Meghdoot is a product of National Resource Centre for Free and Open Source Software program, comprising free and open source tools including OpenStack across all layers of Cloud with inhouse value additions. The product features automated deployment of cloud stack and provides a convenient environment through a portal to create, deploy, and scale a secure and reliable private Meghdoot cloud. It delivers a cloud platform built from open source cloud technology. Co-engineered and integrated with BOSS Linux, giving you the agility to scale and quickly meet customer demands without compromising on availability, security, or performance.

Being a provider of cloud-based Infrastructure-as-a-Service (laaS) solutions, C-DAC invites expressions of interest (EoIs) from MeitY empaneled Cloud Service Providers (CSPs) to collaborate in augmenting our existing cloud services with Platform-as-a-Service (PaaS) capabilities. This partnership aims to deliver a comprehensive cloud ecosystem, enhancing operational efficiency, scalability, and innovation for our customers.

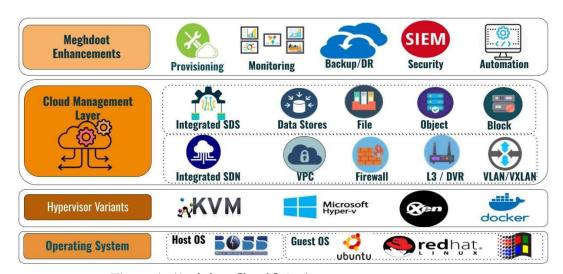


Figure 1 : Meghdoot Cloud Suite Layer

- Cloud Operating System: Clusters will be on the Meghdoot Cloud suite (based on OpenStack) with KVM as default hypervisor and BOSS Linux as the base operating system. It supports the Guest Operating System of different operating system flavors (eg. Ubuntu, Redhat, Windows)
- Multi-Hypervisor support: It also offers support for multi-hypervisor variants KVM, Hyper- V and Docker Containers
- Cloud Management Layer: The cloud management includes the integrated software defined Storage and Network. Neutron enhanced manageability through improved Layer 3 networking and Distributed Virtual Routers (DVR) support, Overlay tunneling networks(VXLAN), Security groups (different VLAN), Inter VM communication, Load balancer and DMZ zone.

• Cloud Orchestration Layer: CDAC Orchestration Solution manages the whole lifecycle of the application - to change infrastructure, simply modify the template and use it to update existing stack. Orchestrator templates are made available to the Cloud Administrators with the critical VM resource information such as network like Security groups, Tenant and Floating IP associations, keys, images and flavor details

Components of the Cloud Middleware

Service	Description
Dashboard	Provides a web-based self-service portal to interact with underlying OpenStack services, such as launching an instance, assigning IP addresses and configuring access controls.
Compute	Manages the lifecycle of compute instances in an OpenStack environment. Responsibilities include spawning, scheduling and decommissioning of virtual machines on demand.
Networking	Enables Network-Connectivity-as-a-Service for other OpenStack services, such as OpenStack Compute. Provides an API for users to define networks and has a pluggable architecture that supports many popular networking vendors and technologies.
Object Storage	Stores and retrieves arbitrary unstructured data objects via a RESTful, HTTP based API. It is highly fault tolerant with its data replication and scale-out architecture. Its implementation is not like a file server with mountable directories. It writes objects and files to multiple drives, ensuring the data is replicated across a server cluster.
Block Storage	Provides persistent block storage to running instances. Its pluggable driver architecture facilitates the creation and management of block storage devices.
Identity Service	Provides an authentication and authorization service for other OpenStack services. Provides a catalog of endpoints for all OpenStack services.
Image Service	Stores and retrieves virtual machine disk images. OpenStack Compute makes use of this during instance provisioning.
Orchestration	Orchestrates multiple composite cloud applications by using either the native HOT template format or the AWS Cloud Formation template format, through both an OpenStack-native REST API and a Cloud Formation- compatible Query API.
Container Service	Run containers on bare metal or virtual machines with full enterprise storage and networking support

Features and Functionalities of Meghdoot

- Integrated IT Infrastructure: All-in-one Cloud solution for computing, storage, networking and backups.
- Highly Available Cloud Services
- Mirrored and replicated database, messaging, and caching services.
- Distributed geo-replicated Cloud Images to efficiently manage and deploy cloud resources across different locations
- Live undisruptive services by migrating virtual machines between servers.
- Prepare for emergencies with an active-passive Disaster Recovery solution.
- Distributed Compute Nodes to efficiently run applications and services across multiple servers.
- Thin Provisioning: Optimizes resource utilization with thin provisioning.
- Software Defined Storage Object, File and Block Storage with secure access and replication across different locations.
- Centralised Management with Web-based dashboard for easy control over all IT resources like servers, networks, storage and security.
- Software Defined Network (SDN) with Open vSwitch (OVS) for flexible and efficient network management with virtual routers, switches, firewalls and load balancers for efficient network segmentation, supporting isolated tenant networks.
- Monitoring Solutions to keep track of system performance and security events.
- Automated Backup and Restore to safeguard data and easily recover from incidents.
- Security Framework: Strong security measures to protect data, identity and inventories.
- Orchestration Solution: Automated management of workloads and resources.

2. Objective of the Empanelment

The primary objectives of this EoI is to shortlist the Meity empaneled Cloud Service Providers expertise in PaaS Cloud offerings leading towards collaborative development and capacity building activities with respect to

- Integrating PaaS functionalities into our existing laaS based Meghdoot Cloud suite.
- Co-developing a Unified Cloud Management Portal (CMP) with Monitoring, Metrics, Security, Pricing to streamline application development and deployment.
- Establishing the proof of concept and pilot implementation for exploring cloud offerings with cloud native applications using C-DAC's Meghdoot Cloud stack hosted over their DC along with CMP.
- Enabling end-to-end cloud service capabilities to enhance customer experience.
- Leveraging the participating agency's expertise in PaaS to deliver innovative and scalable solutions.

3. Broad Scope of work

The Empaneled Partner will facilitate the deliverables/outcomes of the scope of services mentioned as per Statement of Work (SoW) defined by C-DAC for specific activities and Programs from time to time. In addition to that, the broad scope of services includes (but not limited to) the following:

The scope of collaboration encompasses:

- Adopt open standards and promote open source and open technologies
- Assessment of our existing Meghdoot platform to identify integration points for PaaS.
- Joint development and implementation of PaaS services, including but not limited to application hosting, database management, and container orchestration.
- Automation & Deployment Processes on scaling up the resources using Infrastructure as a Code (IaC) such as Terraform, Ansible.
- Ensuring interoperability, security, and performance optimization across the unified cloud solution.
- Co-marketing the enhanced solution to targeted industries and customers.

3.1. laaS Service Requirements

3.1.1. IT Infrastructure Provisioning and Management:

The CSP is expected to provision and maintain robust IT infrastructure, including software essential for the development and operation of the cloud platform. This includes setting up and managing cloud services, servers, network systems, software, and associated hardware resources.

3.1.2. IT Security and Risk Management:

The CSP must implement comprehensive security measures to protect the platform from cyber threats and network disruptions. Responsibilities include conducting vulnerability assessments, continuous IT monitoring (covering system availability, performance, and security), risk mitigation strategies, and adherence to GIGW cybersecurity standards and other relevant IT guidelines for government-owned systems.

3.1.3. IT Administrative Tasks:

The CSP will manage critical IT functions and provide support to development and operations teams at C-DAC. Tasks include cloud resource management, server management, database configuration and maintenance, and ensuring seamless operation of all IT services. This will encompass performance optimization, storage management, and system backups.

3.1.4. IT Infrastructure Assessment and Optimization Activities:

The CSP, in collaboration with the C-DAC team, will undertake the following activities:

- a. Regularly evaluate and right-size services to accommodate varying workload demands.
- b. Focus on operational efficiency and cost reduction, aiming to lower ownership costs, optimize resource utilization, and establish a lean cloud infrastructure.

- c. Analyze application workload dynamics to identify high-demand periods and resource-intensive tasks.
- d. Recommend appropriately sized services to align with workload requirements, ensuring cost-effectiveness and optimal performance.
- e. Periodically review service performance and resource usage to identify areas for improvement.

3.2. PaaS services requirements

	Platform Services				
S.No	Service Description	Equivalent Public Cloud Services Reference	Indicative Configuration	Timelines (Month)	Compliance (Yes/No)
1	Hosting of Applications & Services with provision for custom domains and security certificate (PaaS)	AWS Beanstalk, Azure App Service Plan, GCP App Engine	Preferred PaaS / laaS - 4 vCPU, 16 GB RAM, 100 GB Storage	T+1	
2	Scalable Compute clusters with provision for storage (IaaS)	AWS EC2, Azure Virtual Machines, GCP Compute	2 VMs with 4 vCPU, 16 GB RAM, 100 GB Storage on Windows / RHEL with Auto Scaling and Backup	T+1	
3	Transactional Data Storage and Management (PaaS)	AWS RDS, Azure Database for PostgreSQL, GCP Cloud SQL	Preferred PaaS / laaS - 4 vCPU, 16 GB RAM, 250 GB File Storage with auto backups, compute expansion and zone redundant HA.	T+1	
4	Analytical Data Storage and Processing (PaaS)	AWS Redshift, Microsoft Fabric, GCP BigQuery	On-demand processing environment with 4 vCPU, 16 GB RAM, 300 GB File Storage with Auto Elasticity and Region Replication	T+1	

	Platform Services				
5	Scalable Object Storage (PaaS)	AWS S3, Azure Storage, GCP Storage	300 GB Object Storage with Auto Elasticity, Region Replication and SFTP support	T+1	
6	AI/ML Platform to Build, Train, Deploy and Monitor Models at scale.	AWS Sagemaker, Azure Machine Learning, GCP Vertex AI Platform	On-demand processing environment with 4 vCPU, 16 GB RAM, 250 GB File Storage with Auto Elasticity, Region Replication, Managed SPARK runtime	T+2	
7	Containerized Applications with Storage (PaaS)	AWS ECR, Azure Container Registry, GCP Artifact Registry	100 GB Storage with Geo Replication and Container Build engine	T+1	
8	Workflow Orchestration - Region wise Replication Cluster with Storage and Node Management (PaaS)	AWS EKS, Azure AKS, Google Kubernetes Engine	Region Replication Cluster with 4 vCPU, 16 GB RAM, 300 GB Storage with Node Management	T+1	
9	Visualization & Dashboarding	AWS Quicksight, PowerBI, Looker	RBAC, Object Security, Dynamic Visualizations, Charts, Drill Down, Data Mining, Dynamic Aggregations and Portal Embedded. One VM with 4 vCPU, 16 GB RAM, 300 GB Storage	T+2	
10	Data Processing (PaaS)	AWS EMR, Azure Databricks, GCP DataProc	On-demand processing environment with 4 vCPU, 16 GB RAM, 300 GB File Storage with Auto Elasticity, Region	T+1	

	Platform Services					
			Replication, Managed SPARK runtime, Workflow Orchestration, Triggers etc.			
11	Data Integration (PaaS)	AWS Glue, Azure Synapse, GCP Cloud Data Fusion	On-demand processing environment with Auto Elasticity, Region Replication, Managed SPARK runtime, Enterprise Connectors, Service bus Connector, Workflow Orchestrator, Triggers etc.	T+1		
12	App Integration (PaaS).	AWS Gateway, Azure API Management, Apigee API Management	10M API Requests, Cache Availability, Custom Domains, On- Premises Integrations etc	T+1		
13	Event Driven Notification (PaaS)	AWS SNS, Azure Event Grid, GCP Pub/Sub	100,000 operations per month	T+1		
14	Streaming Integrations with Region Replication Cluster (PaaS)	AWS Data Firehose, Azure Stream Analytics, GCP Data Stream	Region Replication Cluster with 4 vCPU, 16 GB RAM, 100 GB Storage	T+1		
15	DevOps & Management	AWS Codepipeline, Azure DevOps, GCP Cloud Build	Code Repository Integration, CI/CD setup etc.	T+1		
16	Managed Private Blockchain	AWS Managed Blockchain, Azure Confidential Ledger, GCP BlockchainNode	Region Replication Cluster with 4 vCPU, 16 GB RAM, 100 GB Storage	T+1		

	Platform Services					
		Engine				
17	Identity Management	AWS Cognito, Microsoft Entra Id, Google Identity	500,000 Directory Objects	T+1		
18	Authentication & Authorization	AWS IAM, Azure Active Directory B2C, Cloud IAM	Token Management, Federated Authentication	T+1		
19	Low Code-No Code App Development Content	Azure Power Apps, Google App Maker	Open source low-code/no-code platforms to automatically generate code templates, workflows, or APIs tailored to user-defined logic. that helps in customization by developers	T+1		
20	Delivery & Distribution -	AWS Cloudfront, Azure CDN, GCP Cloud CDN	Region Replication Cluster 10 GB Storage	T+1		
21	Monitoring & Management	AWS Cloudwatch, Azure Monitor, Cloud Monitoring	Real Time Resource Monitoring, Rules Setup, Notifications etc.	T+1		
22	Domain Name Service	AWS Route53, Azure DNS, GCP Cloud DNS	Custom domains, Security Certificates etc.	T+1		
23	Application Load Balancer	AWS ELB, Azure Traffic Manager, GCP Cloud Load Balancing	Rules Engine with 1000 GB	T+1		
24	Web Application Firewall	AWS WAF, Azure WAF, GCP Cloud Armor		T+1		
25	SIEM and SOAR	Splunk, Manage		T+1		

	Platform Services				
		Engine, New Relic			
26	Data Modelling Software	Erwin, ER Studio, Toad Data Modeler	Up to 6 user licenses	T+1	
27	Knowledge management and project collaboration Tool	Confluence + Jira or equivalent (SAFe Essential)	20 Users	T+1	

As per the requirements of the project, C-DAC reserves the right to select the agencies for providing the services through the following mode as Collaborative Development Partner (CDP)

Mode of Engagement

The Collaborative Development Partner (CDP) will be structured through:

- Strategic Partnership: Establishing a mutually beneficial agreement to integrate PaaS capabilities and co-develop solutions.
- **Joint Development Teams:** Forming cross-functional teams from both organizations to ensure seamless integration and innovation.
- Revenue Sharing Model: Defining a shared revenue framework for the jointly offered services.
- **Technical Support Alignment:** Sharing resources to provide unified technical support to end-users.
- Regular Review Meetings: Conducting periodic reviews to assess progress, address challenges, and plan future developments.

4. Terms and Conditions

This EOI does not commit C-DAC to award a contract or to engage in negotiation. This is for MeitY-empaneled Cloud Service Providers to offer cloud services in integration with the C-DAC's Meghdoot Cloud Suite. Agencies will be empaneled based on meeting eligibility criteria under this EOI.

For any assignment, C-DAC will publish separate tender enquiry / GeM bid with detailed Statement of Work (SoW) among the empaneled agencies to seek quotation/proposal. Evaluation and selection criteria based on various aspects such as activity requirements/eligibility/quality/cost /performance/SOW etc., shall be mentioned in specific tender / bid. empaneled agencies which will be selected under each assignment will be issued PO/Contract.

The selected agencies need to undertake quality service to offer cloud laaS and

PaaS services in integration with the C-DAC's Meghdoot Cloud Suite.

The terms and conditions for SoW are being broadly defined (but may not be limited to) as follows:

- 4.1. Limited enquiries / GeM bid will be shared among the empaneled agencies for submitting the techno-commercials proposals for the upcoming activities.
- 4.2. The detailed scope of services, terms and conditions of work stipulated in 'SoW' (Statement of Work) to be signed and accepted by the Bidder during proposal submission.
- 4.3. The empaneled bidders need to submit proposals as per the defined process, directives and schedule defined from time to time.
- 4.4. The contract will be awarded to the eligible agency offering most competitive prices and meeting the technical criteria. C-DAC reserves the right to evaluate the offer and award the contract on the basis of Least Cost System (LCS).
- 4.5. The successful prospective agency will be required to submit the performance Bank guarantee, if any as defined in the tender/bid. Waivers shall be applicable as per GFR norms to the eligible participants upon submission of necessary documents.
- 4.6. The PO/contract may include terms related to penalty for delay in meeting the deadlines.
- 4.7. The PO/contract may include terms related to penalty for non/short performance.
- 4.8. Validity of PO/contract will remain till fulfilment of all obligations by agency pertaining to allocated work, activities, respective terms and conditions stipulated and for the period stipulated in the Order.
- 4.9. The PO/contract may include terms related to Change order procedure for variation in scope of services or changes in requirements.
- 4.10. The SoW and PO/Contract shall include terms related to disqualification of Bidders based on non/short performance of previous work orders/contracts.
- 4.11. The PO/contract may include terms related to taxes and tax/duty exemptions.
- **4.12.** Empanelment does not guarantee that work will be assigned to each of the empaneled agency.

4.13. <u>C-DAC reserves the right to invite the proposals from empaneled bidders</u> or open bids as per the activity requirements.

- 4.14. C-DAC reserves the right to reject/amend any or all of the SoW Proposals submitted at any stage without assigning any reasons whatsoever.
- 4.15. C-DAC also reserves the right to hold or withdraw or cancel the process at any stage.

5. Duration

The services shall be undertaken (as and when required for the duration of work) during the empanelment period of 3 years, as defined under clause (I), Section (II) of this document.

6. Obligations of the Selected agency

a. **Standard of Performance:** The selected agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards, regulatory compliances and practices, and shall observe sound management practices, and employ appropriate resources-human, spatial, educational and material, technology and safe and effective equipment, machinery, materials and methods. The selected agency shall always act, in respect of any matter relating to this engagement or to the Services, as faithful advisers to C-DAC, and shall at all times support and safeguard C-DACs legitimate interests in any dealings with third Parties.

- b. **Prohibition of Conflicting Activities:** The selected partner shall not engage and not allow their personnel to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this contract.
 - i. Selected agency shall keep safe, secure, confidential and protect from unauthorized access, loss or damage all demographic information, and all documents, data and information of any nature provided to the selected agency for the discharge of services.
- ii. Selected agency shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from/for C-DAC, other than that required for discharge of services.
- iii. Selected agency shall not give access to the information or data collected and received from/for C-DAC in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorized personnel and only used in the manner prescribed by the C-DAC.
- c. **General Confidentiality:** Except with the prior written consent of C-DAC, selected agency and the Personnel shall not at any time communicate to any person or entity, any confidential information acquired, stored and received from C-DAC in the course of the Services, nor shall selected agency and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- d. Roles and Responsibilities of Selected Agency: C-DAC will specify Roles and Responsibilities for specific assignments in respective SOWs while seeking quotation/proposal from empaneled agencies.

e. Accounting, Inspection and Auditing

- i. Selected Agency (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with generally accepted accounting principles, norms and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit C-DAC or its designated representative and/or C-DAC, and up to five years from expiration or termination of this contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by C-DAC or C-DAC itself as the case may be.
- ii. C-DAC shall have the right to carry out inspection checks, audits of the selected agencies premises and/ or locations, facilities, or point of delivery of services performed under this contract.
- iii. C-DAC shall have the right to carry out scheduled/ un-scheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the selected agency.

f. **Sub- contracting:** Selected Agency is not permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract without the prior written approval of C-DAC.

g. General Obligations

- Ensure adequate Resource provisioning and regulatory compliances for the required activity as communicated by the Empaneling Agency i.e. C-DAC.
- ii. Achieve the allocated target as defined in SoW(s) by the Empaneling agency i.e. C-DAC.
- iii. Follow the milestones set for achieving the completion of the activities assigned in time while adhering to quality parameters and acceptance criteria as stated in SoW.
- iv. To ensure the timely submission of task completion report as specified in SoW to C-DAC.
- v. To raise invoice to C-DAC based on (a) Task completion report signed by selected agency and (b) SoW Acceptance Report signed by C-DAC.

h. Reporting Obligations

- Selected Agency need to submit detailed reports for each of the activities carried out as per the template provided in respective SoWs provided by C-DAC.
- ii. Selected Agency shall keep records and supporting documents of all trained candidates.
- iii. Selected agency is required to share details of all related activities conducted by them between offering cloud services in integration with the C-DAC's Meghdoot Cloud Suite a pre-defined period, as and when requested by C-DAC
- iv. Specific reports and documents as needed during SoWs may also be provided at the time of award of work and/or during work completion.
- i. **Rights of Use**: All rights of use of any process, product, service, or data developed, generated, or collected, received from C-DAC or any other task performed by the selected agency under the execution of projects awarded under this contract, would lie exclusively with C-DAC or its nominated partner(s) in perpetuity free from all liens, encumbrances, and other third party rights and the selected agency shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of C-DAC or its nominated Partner(s).

j. Safety & Security of Data, Premises, Location/site

i. The Data, information, documents provided by the C-DAC to the selected agency in any form (Electronic/Physical) is the property of C-DAC. Selected agency shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.

- ii. Selected agency shall not use the information, the name or the logo of C-DAC and or Government of India without authorization of C-DAC. The selected agency need to ensure that the name or the logo of C-DAC and or Government of India should not misused under any context.
- iii. Selected agency shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the C-DAC, without prior written permission from the C-DAC.
- iv. Selected agency shall follow the Guidelines and SoPs issued by C-DAC.
- v. The rogue behaviour of the employees of selected agency shall fall under the 'Unlimited liability 'to the selected agency.
- vi. Selected agency would be governed by the provisions of the Law of the Land, including but not limited to the IT Act and other relevant Acts.
- k. Intellectual Property Rights (IPR): C-DAC shall retain ownership of the intellectual property rights for the solutions, services, and deliverables developed or implemented as part of the cloud IaaS and PaaS services, while the CSP will retain ownership of their associated activities.
- Assignment: Selected agency is not permitted to assign, in whole or in part, any
 of their obligations under this contract without prior written consent / approval
 of C-DAC.
- m. Partner Personnel: Selected agency shall employ and provide qualified and experienced personnel as and when required to carry out the Services as defined in SoWs. Upon engagement, selected agency needs to appoint a technically competent person (Project Manager/ Relationship Manager) as single point of contact (SPOC) for interaction with C-DAC.

7. Allocation and Award of Work

a) Selection of Agency for specific Work Order

- i. C-DAC at its discretion, will publish enquiry / GeM bid with detailed SoW to the empaneled agencies. The requirements will inter alia include (a) Scope of activities to be undertaken by empaneled agency for a predetermined time period on need basis, (b) Roles and Responsibilities (c) Milestones / Timelines (d) Deliverables and Outcomes (e) Envisaged resource provisioning (f) Specific Terms & Conditions (g) Acceptance Criteria.
- ii. Based on SoW requirements, quotation/proposal will be invited from empaneled agencies through limited tender/ GeM bid. The quotation/proposal need to detail the approach and strategy to be followed to meet the envisaged SoW requirements for timely completion of the targets and milestones envisaged from time to time. The quotation/proposal should also detail and elaborate all the SoW requirements which include resource(s) provisioning, manpower expertise, plan of action and other additional details as necessary.

The submitted quotation/proposal will be evaluated and selection would be carried out based on criteria's which includes Cost, Resource Eligibility, Quality, Conduct, and Performance in works undertaken. Detailed evaluation criteria will be indicated in the tender enquiry / GeM bid and would vary from activity to activity to be implemented/developed by empaneled agency.

- iii. Adherence to Acceptance Criteria would form an important parameter for evaluation and details of same would be provided in respective tender enquiry / GeM bid documents.
 - b) Performance Evaluation of the MeitY-empaneled Cloud Service Providers to offer cloud services in integration with the C-DAC's Meghdoot Cloud Suite partner
 - C-DAC will deploy the Meghdoot solution on the bidder's hardware to facilitate the integration of the bidder's Cloud Management Platform and enable other necessary PaaS solutions.
 - ii. The minimal hardware requirements for the Meghdoot cloud deployment is Three servers with minimal 48 cores, 128 GB RAM, 1 TB Storage and minimal 3 Networks with stable internet connection
 - iii. Evaluation will be based on (but not limited to) the following:
 - a. Integration of the CMP to the Meghdoot Cloud Suite.
 - b. Offering of the indicative list of PaaS services
 - c. Adherence to allocated schedule for activities undertaken.
 - d. Achievement of targets/deliverables
 - e. Quality of Estimation and Scope Management.
 - f. Approved change requests as required from time to time
 - g. Quality of resources (Manpower, Equipments, etc.) deployed for the activity.
 - h. Scalability & flexibility adopted with respect to dynamic requirements.
 - i. Feedback from the End-Users.
 - j. Adoption of government directives as issued from time to time.
 - k. Quality of communication with C-DAC.
 - iv. C-DAC will periodically and at the end of every activity evaluate the performance of the selected agencies.
 - v. Performance evaluation reports would be a major criterion for (a) Selection of MeitY-empaneled Cloud Service Providers to offer cloud services in integration with the C-DAC's Meghdoot Cloud Suite for future SoWs (b) Reduction/Extension of period of engagement of respective MeitY-empaneled Cloud Service Providers to offer cloud services in integration with the C-DAC's Meghdoot Cloud Suite.

(End of Section - III)

ANNEXURE - A: COVERING LETTER

(To be submitted in original on letterhead)

То	
Centre Head,	
Centre for Development of Advanced Computing (C-DAC),

Subject: Submission of EOI for MeitY-empaneled Cloud Service Providers to offer cloud services in integration with the C-DAC's Meghdoot Cloud Suite

Dear Sir,

We hereby submit our duly filled EOI proposal in response to the invitation in engaging with C-DAC for Expression of Interest (EOI) No. _____published on _____for the MeitY-empaneled Cloud Service Providers to offer cloud services in integration with the C-DAC's Meghdoot Cloud Suite. Please find enclosed herewith the below listed documents, as required.

SI No	Documents	Tick if Enclosed	Remarks
1	Scanned copy of Bank UTR /Proof of remittance		
2	Authority letter, as per the format attached in Annexure - B		
3	A copy of Certificate of Incorporation, Partnership Deed/Memorandum and Articles of Association or any other equivalent document showing date and place of incorporation, as applicable.		
4	Supporting document related to empanelment of cloud service provider with MeitY, Govt. Of India		
5	ISO 9001:2015, Information Security Management System ISO 27001:2013 valid certificate copies		
6	Documents in support of General eligibility criteria stipulated at clause 2(a) of Section - II		
7	Documents in support of Specific Eligibility Criteria, stipulated at clause 2(b) of Section - II		
8	A certificate from Chartered Accountant for the last 3 financial years indicating the annual turnover of the prospective Education & Training Provider.		
9	Organizational Details (Annexure - C)		
10	Details of experience (Annexure - D)		
11	Undertaking on letterhead for details of skilled and qualified staffs on payroll		
12	Undertaking on letterhead of facilities and resource infrastructure		
13	Activity specific acceptance letter (Annexure - E)		
14	Declaration letter mentioning that bidder is not		
	insolvent, in receivership, bankrupt or being		
	wound up, not have had their business activities		
	suspended and not be the subject of legal		
	proceedings for any of the foregoing		
15	Undertaking letter by the Agency (Annexure - F)		

16	Undertaking on letterhead of the Agency (Annexure	
	- G) regarding land border sharing Order	
17	The copies of PAN, TAN, as applicable	
18	The copies of GST registration certificate/s.	
19	Copies of documents in support of other credentials	
20	Other documents, If any	

We hereby declare that all the information and statements made in this proposal are true and we accept that any misinterpretation contained in it, may lead to our disqualification. We also understand that you are not bound to accept any bid you receive.

We agree to abide by all the clauses mentioned in the EOI document. We would hold the terms of our proposal valid for 120 days as stipulated in the EOI document.

, ,
Signature of the Competent Authority (with date)
(Full Name)
(Designation)/Stamp

Sincerely Yours.

ANNEXURE - B: AUTHORITY LETTER

(To be submitted in original on letterhead)

Date:			
То	Centre Head, Centre for Development of Advanced Computing (C-DAC),		
Subje	ct: Authority Letter		
Refer	ence: EOI document no, dated		
Dear 9	Sir,		
Servic Cloud MeitY	(Name of the prospective MeitY empaneled Cloud see Provider to offer cloud services in integration with the C-DAC's Meghdoot Suite) having registered office at(address of the prospective empaneled Cloud Service Provider to offer cloud services in integration with DAC's Meghdoot Cloud Suite) herewith submit our proposal against the said EOI nent.		
Mr./Ms (Name and designation of the signatory), whose signature is appended below, is authorized to sign and submit the proposal documents on our behalf against said EOI. We have carefully read and understood the EOI document and agree to abide by all the mentioned clauses of the EOI.			
Specii	men Signature:		
The u	ndersigned is authorised to issue such authorisation on behalf of us.		
For M to off	/s(Name of the prospective MeitY empaneled Cloud Service Provider er cloud services in integration with the C-DAC's Meghdoot Cloud Suite)		
Signat	cure and company seal		
Name Desigr Email Mobile			

ANNEXURE - C: ORGANIZATIONAL DETAILS

Sr. No.	Information heading	Details
1.	Name of the prospective Training Partner	
2.	Name, designation, e-mail and contact number of Head of Organisation	
3.	Name, designation, e-mail and mobile number of contact person	
4.	Address of Head Office/Registered Office	
5.	Details of Branch offices, Regional Offices, if any	
6.	Total number of employees on roll	
7.	Nature of Business	
8.	Details of training program and domains you are presently dealing with	
9.	List of Prospective industrial/technology Associates/	
	Partnerships	
10.	Organizational Chart (please attach separate document)	
11.	Organizational Certifications and Accreditations	
12.	Any other information	

			1
	/s Service Provider to offer cloud doot Cloud Suite)	_(Name of the prospective <i>N</i> services in integration with	•
Signat	ture and company seal		
Name			
Design	nation		
Email			

Mobile No

ANNEXURE - D: EXPERIENCE OF ORGANIZATION

The following information must be submitted in the form of an Affidavit on stamp paper of appropriate value.

Experience of organization in terms of provided MeitY empaneled Cloud Service Provider to offer cloud services in integration with the C-DAC's Meghdoot Cloud Suite

Total no of organizations in providing operationalization support and related areas carried per year for last three years (year wise details)

Total no of Government organisations where operationalization support carried per year for last three years (year wise details)

Details of total number of areas carried out as a part of other Technical Activities as mentioned in the in Broad Scope of Work

Details of invoices, recognition letters by end users, work orders etc. justifying the above need to be provided suitably for reviewing the experience/ resource capability.

Details of the technical manpower (Qualification, experience, skill sets etc.)

Signature (of the Applicant/Authorized Signato	ry
(Full name o	of the Applicant/Authorized Signato	ıry)
	Stamp & D	ate

ANNEXURE- E: ACTIVITY SPECIFIC ACCEPTANCE LETTER

To The Centre Head, Centre for Development of Advanced Computing (C-DAC),

Subject: Undertaking for capabilities, preference and willingness for MeitY empaneled Cloud Service Provider to offer cloud services in integration with the C-DAC's Meghdoot Cloud Suite

Dear Sir/Ma'am,

1. We are willing to undertake the following activities in service mode on payment basis as per respective limited enquiry / GeM Bid issued by C-DAC from time to time as part of this EOI:

S.No	Activity	Proof of Doc	Response by Agency
1.	Support for open standards, APIs, and third-party integrations.	Technical Presentation	Yes/No
2.	Integration of CSP's Cloud Management Platform (Monitoring, Analytics, Pricing etc) with Meghdoot Cloud Suite.	Demonstration	Yes/No
3.	Cloud PaaS Offerings as mentioned in Point 3.2.	Technical Presentation	Yes/No
4.	Availability - 99.0 and above uptime guarantees and SLA commitments.	1. Share Technical Audit reports or dashboards showing historical uptime percentages over a specific period (e.g., monthly, quarterly, or annually). 2. Copy of the SLA document	Yes/No
5.	Cloud Infra Automation using IaC Tools.	Offer live demos sessions of infrastructure deployment using IaC tools.	Yes/No
6.	BCP with High availability and disaster recovery capabilities.	Share Technical Audit reports showing backup schedules, data integrity checks, and recovery success rates. Share the Disaster Recovery Plan (DRP), including RPO (Recovery Point Objective) and RTO (Recovery Time Objective) commitments	Yes/No

7.	Support for hybrid and multi-cloud environments.	Proof of partnerships with other cloud providers and certifications supporting hybrid cloud interoperability.	Yes/No
8.	Competitive pricing models, including payas-you-go and reserved instances. Transparent billing and cost management tools.	Audit reports validating fair and competitive pricing practices.	Yes/No
9.	Preparation of technical documents such as Technology Survey, Comparison report, Forecasting reports, etc.	Technical Solution Document	Yes/No
10.	Preparation of presentations & other required material.	Technical Presentation	Yes/No
11.	Providing manpower for specific tasks	Resumes or Profiles of the cloud experts, cloud operators	Yes/ No

The undersigned acknowledge that the range and nature of activities may extend/amend as per the requirement and would be elaborated in the respective Limited Enquiry / GeM bid having detailed SoWs. It is also understood that non-

compliance/non-performance to this preference may affect the future allocation of Work/PO to the agency as may be deemed fit by C-DAC.

The undersigned acknowledge that the we are ready to provide support PAN India stakeholders.

Further, the undersigned is authorized to sign this undertaking.

Yours sincerely,

Authorized Signatory: Name and Title of Signatory: email: Mobile No:

ANNEXURE- F: UNDERTAKING LETTER

To The Centre Head, Centre for Development of Advanced Computing (C-DAC),		
	ject: Undertaking Letter erence: EOI Ref. no dated	
Dea	r Sir/Madam,	
We	hereby submit a declaration and undertaking that,	
,	We are not blacklisted or debarred from bidding process, by any R&D /Govt. Organization, as on date of submission of the bids We have not been blacklisted by Government of India, any State Government in India or by any multilateral/ bilateral agency / Government Agency or Autonomous Bodies/ Public Sector Undertaking for breach of applicable laws or violation of regulatory provisions or breach of agreement.	
c)	There have been no regulatory actions initiated /pending against us as on the date	
e) f) g)	of release of EOI. We have never been involved in any illegal activity or financial frauds Our contract(s) in the past is not terminated during the contract period due to unsatisfactory performance, nor it refused to continue the services for any Company after the contract was awarded to them We shall not use logo of C-DAC or its associated agencies/institution without prior permission We shall not use/reverse engineer the technology developed under this EOI for a period of at least one year from the date of completion of project deliverables. We agree that the IPR of the technology developed, if any, will vest with C-DAC perpetually. We also undertake that we will not use the developed IPs for commercial purpose	
i)	during and after the tenure. We agree that such IPRs shall remain the property of C-DAC until and unless by the mutual written agreement.	
	Yours sincerely,	
	Authorized Signatory:	
	Name and Title of Signatory:	
	Email:	

Mobile No:

ANNEXURE- G: UNDERTAKING (Land Border Sharing Order) (On Company's Letterhead)

To
The Centre Head,
Centre for Development of Advanced Computing (C-DAC),

Subject: Undertaking Letter

Reference: EOI Ref. no. dated

Dear Sir/Madam,

We have read the Order No.F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI, regarding restrictions on procurement from a bidder of a country which shares a land border with India.

In view of this, we certify that,

a. We are not from a country sharing land border with India and any registration as mentioned in said Order is not applicable to us.

OR

b. We are registered with the competent authority as mentioned in said Order. The copy of registration No.xxx dt.xxx is enclosed.

(Delete whatever is not applicable)

For (Name of Bidder) Authorised Signatory (Name & Signature) (Company's Seal)

(END OF DOCUMENT)