

**Government
eProcurement
System**

eProcurement System Government of India

Published Corrigendum Details

Date : 13-Mar-2025 07:13 PM



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|-----------------------------|--|
| Organisation Chain : | Department of Electronics and Information Technology(DeitY) Centre for Development of Advanced Computing - DeitY Chennai - C-DAC - DeitY |
| Tender ID : | 2025_DIT_843956_1 |
| Tender Ref No : | CDAC(C)/EOI-Cloud/24-25/02 |
| Tender Title : | Cloud Service Providers to offer cloud services integrated with CDAC Meghdoot Cloud Suite |
| Corrigendum Type : | Date |

Corrigendum:8

| Corrigendum Title | Corrigendum Description | Published Date | Document Name | Doc Size(in KB) |
|-------------------|--------------------------------|----------------------|---------------|-----------------|
| Corrigendum 7 | Corrigendum for Date extension | 13-Mar-2025 07:08 PM | cor7.pdf | 158.11 |

Critical Dates

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|--|----------------------|--|----------------------|
| Publish Date | 10-Jan-2025 06:00 PM | Bid Opening Date | 18-Mar-2025 03:30 PM |
| Document Download/Sale Start Date | 10-Jan-2025 06:00 PM | Document Download/Sale End Date | 17-Mar-2025 03:00 PM |
| Clarification Start Date | 10-Jan-2025 06:20 PM | Clarification End Date | 15-Jan-2025 02:00 PM |
| Bid Submission Start Date | 17-Jan-2025 02:00 PM | Bid Submission End Date | 17-Mar-2025 03:00 PM |
| Pre Bid Meeting Date | 20-Jan-2025 11:00 AM | | |

Corrigendum:7

| Corrigendum Title | Corrigendum Description | Published Date | Document Name | Doc Size(in KB) |
|-------------------|--|----------------------|---------------|-----------------|
| Corrigendum6 | Corrigendum for Extension of Bid Submission end date | 07-Mar-2025 10:24 AM | Cor6.pdf | 158.1 |

Critical Dates

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|--|----------------------|--|----------------------|
| Publish Date | 10-Jan-2025 06:00 PM | Bid Opening Date | 15-Mar-2025 03:30 PM |
| Document Download/Sale Start Date | 10-Jan-2025 06:00 PM | Document Download/Sale End Date | 14-Mar-2025 03:00 PM |
| Clarification Start Date | 10-Jan-2025 06:20 PM | Clarification End Date | 15-Jan-2025 02:00 PM |
| Bid Submission Start Date | 17-Jan-2025 02:00 PM | Bid Submission End Date | 14-Mar-2025 03:00 PM |
| Pre Bid Meeting Date | 20-Jan-2025 11:00 AM | | |

Corrigendum:6

| Corrigendum Title | Corrigendum Description | Published Date | Document Name | Doc Size(in KB) |
|-------------------|--|----------------------|---------------|-----------------|
| Corrigendum5 | Corrigendum for Extension of Bid Submission End Date | 26-Feb-2025 04:32 PM | Cor5.pdf | 158.69 |

Critical Dates

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| Publish Date | 10-Jan-2025 06:00 PM | Bid Opening Date | 07-Mar-2025 03:30 PM |
| Document Download/Sale Start Date | 10-Jan-2025 06:00 PM | Document Download/Sale End Date | 06-Mar-2025 03:00 PM |
| Clarification Start Date | 10-Jan-2025 06:20 PM | Clarification End Date | 15-Jan-2025 02:00 PM |
| Bid Submission Start Date | 17-Jan-2025 02:00 PM | Bid Submission End Date | 06-Mar-2025 03:00 PM |
| Pre Bid Meeting Date | 20-Jan-2025 11:00 AM | | |

Corrigendum:5

| Corrigendum Title | Corrigendum Description | Published Date | Document Name | Doc Size(in KB) |
|-------------------|-------------------------|----------------------|---|-----------------|
| Corrigendum4 | Date extension | 20-Feb-2025 04:18 PM | Corr4.pdf  | 277.41 |

Critical Dates

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| Publish Date | 10-Jan-2025 06:00 PM | Bid Opening Date | 01-Mar-2025 03:30 PM |
| Document Download/Sale Start Date | 10-Jan-2025 06:00 PM | Document Download/Sale End Date | 28-Feb-2025 03:00 PM |
| Clarification Start Date | 10-Jan-2025 06:20 PM | Clarification End Date | 15-Jan-2025 02:00 PM |
| Bid Submission Start Date | 17-Jan-2025 02:00 PM | Bid Submission End Date | 28-Feb-2025 03:00 PM |
| Pre Bid Meeting Date | 20-Jan-2025 11:00 AM | | |

Corrigendum:4

| Corrigendum Title | Corrigendum Description | Published Date | Document Name | Doc Size(in KB) |
|-------------------|--|----------------------|--|-----------------|
| Corrigendum 3 | Corrigendum for Extension of Bid submission end date | 12-Feb-2025 02:24 PM | cor3.pdf  | 272.24 |

Critical Dates

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|--|----------------------|--|----------------------|
| Publish Date | 10-Jan-2025 06:00 PM | Bid Opening Date | 21-Feb-2025 03:30 PM |
| Document Download/Sale Start Date | 10-Jan-2025 06:00 PM | Document Download/Sale End Date | 20-Feb-2025 03:00 PM |
| Clarification Start Date | 10-Jan-2025 06:20 PM | Clarification End Date | 15-Jan-2025 02:00 PM |
| Bid Submission Start Date | 17-Jan-2025 02:00 PM | Bid Submission End Date | 20-Feb-2025 03:00 PM |
| Pre Bid Meeting Date | 20-Jan-2025 11:00 AM | | |

Corrigendum:3

| Corrigendum Title | Corrigendum Description | Published Date | Document Name | Doc Size(in KB) |
|-------------------|--|----------------------|--|-----------------|
| Corrigendum 2 | Corrigendum for Date extension till 12.02.25 | 03-Feb-2025 03:00 PM | cor2.pdf  | 396.23 |

Critical Dates

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| Publish Date | 10-Jan-2025 06:00 PM | Bid Opening Date | 13-Feb-2025 03:30 PM |
| Document Download/Sale Start Date | 10-Jan-2025 06:00 PM | Document Download/Sale End Date | 12-Feb-2025 03:00 PM |
| Clarification Start Date | 10-Jan-2025 06:20 PM | Clarification End Date | 15-Jan-2025 02:00 PM |
| Bid Submission Start Date | 17-Jan-2025 02:00 PM | Bid Submission End Date | 12-Feb-2025 03:00 PM |
| Pre Bid Meeting Date | 20-Jan-2025 11:00 AM | | |

Corrigendum:2

| Corrigendum Title | Corrigendum Description | Published Date | Document Name | Doc Size(in KB) |
|----------------------------|----------------------------|----------------------|--|-----------------|
| Bid Closing Date Extension | Bid Closing Date Extension | 23-Jan-2025 03:21 PM | Doc1.pdf  | 473.65 |

Critical Dates

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| Publish Date | 10-Jan-2025 06:00 PM | Bid Opening Date | 04-Feb-2025 03:30 PM |
| Document Download/Sale Start Date | 10-Jan-2025 06:00 PM | Document Download/Sale End Date | 03-Feb-2025 03:00 PM |
| Clarification Start Date | 10-Jan-2025 06:20 PM | Clarification End Date | 15-Jan-2025 02:00 PM |
| Bid Submission Start Date | 17-Jan-2025 02:00 PM | Bid Submission End Date | 03-Feb-2025 03:00 PM |
| Pre Bid Meeting Date | 20-Jan-2025 11:00 AM | | |

Corrigendum:1

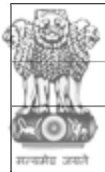


| Corrigendum Title | Corrigendum Description | Published Date | Document Name | Doc Size(in KB) |
|-----------------------------------|-----------------------------------|----------------------|--|-----------------|
| Extension of Pre-bid meeting date | Extension of Pre-bid meeting date | 15-Jan-2025 06:38 PM | DAtecori150125.pdf  | 298.53 |

Critical Dates

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| Publish Date | 10-Jan-2025 06:00 PM | Bid Opening Date | 24-Jan-2025 03:30 PM |
| Document Download/Sale Start Date | 10-Jan-2025 06:00 PM | Document Download/Sale End Date | 23-Jan-2025 03:00 PM |
| Clarification Start Date | 10-Jan-2025 06:20 PM | Clarification End Date | 15-Jan-2025 02:00 PM |
| Bid Submission Start Date | 17-Jan-2025 02:00 PM | Bid Submission End Date | 23-Jan-2025 03:00 PM |
| Pre Bid Meeting Date | 20-Jan-2025 11:00 AM | | |

Details Before Corrigendum**Critical Dates**

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|--|----------------------|--|----------------------|
| Publish Date | 10-Jan-2025 06:00 PM | Bid Opening Date | 24-Jan-2025 03:30 PM |
| Document Download/Sale Start Date | 10-Jan-2025 06:00 PM | Document Download/Sale End Date | 23-Jan-2025 03:00 PM |
| Clarification Start Date | 10-Jan-2025 06:20 PM | Clarification End Date | 15-Jan-2025 02:00 PM |
| Bid Submission Start Date | 17-Jan-2025 02:00 PM | Bid Submission End Date | 23-Jan-2025 03:00 PM |
| Pre Bid Meeting Date | 16-Jan-2025 11:00 AM | | |

|  Government eProcurement System | | eProcurement System Government of India | | | |
|--|-------------------|--|----------------------|--|-----------------|
| | | Published Corrigendum Details | | | |
| | | Date : 13-Mar-2025 07:25 PM | | | |
| | |  Print | | | |
| Organisation Chain : | | Department of Electronics and Information Technology(DeitY) Centre for Development of Advanced Computing - DeitY Chennai - C-DAC - DeitY | | | |
| Tender ID : | | 2025_DIT_843956_1 | | | |
| Tender Ref No : | | CDAC(C)/EOI-Cloud/24-25/02 | | | |
| Tender Title : | | Cloud Service Providers to offer cloud services integrated with CDAC Meghdoot Cloud Suite | | | |
| Corrigendum Type : | | Other | | | |
| Corrigendum Document Details | | | | | |
| Corr.No. | Corrigendum Title | Corrigendum Description | Published Date | Document Name | Doc Size(in KB) |
| 1 | Corrigendum8 | Clarification | 13-Mar-2025 07:21 PM | Cor8.pdf  | 272.42 |

Corrigendum -8 for EOI for Selection of MeitY -empanned Cloud Service Providers to offer cloud services inbtegrated with C-DAC's Meghdoot Cloud Suite on BOSS OS, Ref. EOI Tender No. C-DAC(C)/EOI-Cloud/24-25/02,dated: 10/01/2024

| Sl. No. | Section Name | Existing Clause | Modified Clause |
|---------|-----------------------------------|---|---|
| 1 | Annexure A | Tier 1: CSP shall have published on its public facing website- cloud services' rates for India, Service Level Agreements (SLAs), dashboard live status of cloud services' health across global datacenter and outage details (if any) with RCA. | Tier 1: CSP shall have published on its public facing website- cloud services' rates for India, Service Level Agreements (SLAs), dashboard live status of cloud services' health across global datacenter and outage details (if any) with RCA. Tier2 providers, this will not be applicable and hence nothing will be included in submission and "Not applicable" can be put in the remarks column. |
| 2 | Annexure D | Minimum 3 years of 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 | Min. 1 year of experience of organization in terms of providing MeitY empaneled Cloud Service Provider to offer cloud services as on bid issuance date. |
| 3 | Annexure D | 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) | 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 organizations where operationalization support carried per year for last three years (year wise details). For Meity Empanelled GCC provider, both these numbers will be the same as GCC can host only government customers |
| 4 | 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) Five projects of 10 lakhs each. In case of MSP, the project should be with the proposed CSP. 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. | The bidder must have provided cloud services to Organizations/ Institutes/ Public/ Private as on bid issuance date.as follows; i) One project of 50 lakhs value OR ii) Two projects of 25 lakhs each OR iii) Five projects of 10 lakhs each. In case of MSP, the project should be on any proposed CSP. |

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| 5 | ANNEXUR E - H: Technical Evaluation Criteria (Tier-I) | Service to Automatically extracts text and data from scanned documents with support for English and Arabic language. | Service to Automatically extracts text and data from scanned documents with support for English language. |
|---|--|---|---|

Pre- Bid Queries for EOI for Selection of MeitY -empaneled Cloud Service Providers to offer cloud services inbtegrated with C-DAC's Meghdoot Cloud Suite on BOSS OS, Ref. EOI Tender No. C-DAC(C)/EOI-Cloud/24-25/02,dated: 10/01/2024

| Bidder Name: TCS | | | | | |
|------------------|----------|-----------------------------------|--|--|--|
| S. No | Page No. | Section No. & Name | RFP Content | Change Required/ Details Needed | C-DAC's Reply |
| 1 | 60 | II. Specific Eligibility Criteria | c. The bidder must have at least ten (10) personnel for offering the Cloud IaaS & PaaS services. In case of Tier 1: the bidder should have atleast twenty (20) 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. Documentation - Certified by Company Secretary/ HR and valid certification copy, Resume, 6 month's salary slip (masked) with PF number or PF number and the deduction statement of each resource. | Please remove the requirement for 6 month's salary slip (masked) with PF number or PF number and the deduction statement of each resource , since this is confidential information pertaining to employees. Instead, HR certificate can state that the organization is compliant with PF regulations. | Not Accepted |
| 2 | | Annexure A | Tier 1: CSP shall have published on its public facing website- cloud services' rates for India, Service Level Agreements (SLAs), dashboard live status of cloud services' health across global datacenter and outage details (if any) with RCA | For Tier2 providers, this will not be applicable and hence nothing will be included in submission and "Not applicable" can be put in the remarks column. Please confirm. | For Tier2 providers, this will not be applicable and hence nothing will be included in submission and "Not applicable" can be put in the remarks column. |
| 3 | | Annexure D | The following information must be submitted in the form of an Affidavit on stamp paper of appropriate value. | The following information must be submitted in the form of an Affidavit on stamp paper/ CS Letter of appropriate value. | Not Accepted |
| 4 | | Annexure D | Minimum 3 years of experience of organization in terms of provided MeitYempaneled Cloud Service Provider to offer cloud services in integration with the C-DAC's Meghdoot Cloud Suite | Minimum 3 years of 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 | Min. 1 year of experience of organization in terms of providing MeitY empaneled Cloud Service Provider to offer cloud services as on bid issuance date. |
| 5 | | Annexure D | 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) | For Meity Empaneled GCC provider, both these numbers will be the same as GCC can host only government customers | For Meity Empaneled GCC provider, both these numbers will be the same as GCC can host only government customers |
| 6 | | Annexure D | 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. | Please remove this clause/ask. This can be sought during RFP stage instead. | Not Accepted |

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|---|-------|--|---|--|--------------|
| 7 | | Annexure - J, I,H,E | | The bidder can provide compliance as yes/no. "CSP Service Link and other documentary evidence" can be provided at time of selection. Please confirm. | Not Accepted |
| 8 | 15 | 16. Limitation of Liability, Chapter 2 SECTION II: INSTRUCTIONS TO EOI BIDDERS | 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. | 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 paid to Agency by C-DAC in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose) 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 either party be liable for any indirect, consequential, special, punitive or incidental losses, damages or claims including loss of profit, loss of data, loss of goodwill or reputation, loss of business or revenue. d) Agency shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by C-DAC or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Agency is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of C-DAC, then Agency shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Agency is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of C-DAC. Such failures or delays shall be brought to the notice of C-DAC and subject to mutual agreement with C-DAC, then Agency shall take such actions as may be necessary to correct or remedy the failures or delays. Agency shall be entitled to invoice C-DAC for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties. | Not Accepted |
| 9 | 26-31 | 6. Obligations of the Selected agency | 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 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 | 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 <u>, however, selected agency shall communicate the confidential information to its agents, sub contractors, consultants, auditors without the prior written consent of C-DAC.</u> 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-one 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. C-DAC shall not have access to the proprietary data of, or relating to, any other customer of Agency, or a third party or Agency's cost, profit, discount and pricing data. The cost of the audit shall be borne by CDAC. The audit shall not be permitted if it interferes with Agency's ability to perform the services in accordance with the service levels, unless C-DAC relieves Agency from meeting the applicable service levels. The auditor should not be the competitor of the Agency and should also sign the confidentiality agreement with the Agency before conducting such audit. The auditor shall also comply with the security and other relevant policies of the Agency while conducting such audit at Agency premises. 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, which approval shall not be unreasonably withheld by C-DAC. 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 Party k. Intellectual Property Rights (IPR): <u>Subject to clauses given below on Bidder's Proprietary Software and Pre-Existing, Residuary Rights and Third Party Rights</u> ,C-DAC shall retain ownership of the intellectual property rights for the solutions, services, and deliverables developed <u>as bespoke development</u> or implemented as part of the cloud IaaS and PaaS services, while the CSP will retain ownership of their associated activities. <u>Bidder's Proprietary Software and Pre-Existing IP :- C-DAC acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Bidder's proprietary software or tools. If Bidder and C-DAC mutually agree that the Bidder provides to C-DAC any proprietary</u> | Not Accepted |

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 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 Party 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. l. 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

software or tools of Bidder or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Bidder or of a third party. Further, C-DAC acknowledges that in performing Services under this Agreement Bidder may use Bidder's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Bidder prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder. ("Bidder Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, Bidder shall continue to retain all the ownership, the rights title and interests to all Bidder Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Bidder from using Bidder Pre-Existing IP in any manner. To the extent that any Bidder Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, Bidder hereby grants to C-DAC a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Bidder Pre-Existing IP in connection with the deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorize C-DAC to (a) separate Bidder Pre-Existing IP from the deliverable in which they are incorporated for creating a stand-alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder Pre-Existing IP. **Residual Rights** Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the Bidder shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables being provided hereunder for the Client, for any other customer of the Bidder (including without limitation any affiliate, competitor or potential competitor of C-DAC). Nothing contained in this Clause shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party. **Third Party Software**: Similarly all the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Bidder's licensor and C-DAC shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software. l. 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, which consent shall not be unreasonably withheld by C-DAC.

Bidder Name : Trigyn Technologies Ltd.

| | | | | | |
|---|---|-------------------------------------|--|--|--------------|
| 1 | RFP page 9 / Tech-prebid response document page no 59 | 2. Eligibility Criteria: Section II | <p>The bidder should have ISO 9001:2015, Information Security Management System ISO 27001:2013, ISO22301:2018 valid certificate copies.</p> <p>In case for empanelment in Tier 1: The CSP should also have ISO22301:2018 valid certificate copy and submit along with SOC1, SOC2, SOC3 reports. CSP shall have published on its public facing website-cloud services' rates for India, Service Level Agreements (SLAs), dashboard live-status of cloud services' health across datacenters and outage details (if any) with RCA. The MSP to get the letter of support from their respective CSP's.</p> | <p>If the CSP holds ISO 22301:2018 certification, we respectfully request that it should not be considered a mandatory requirement for the bidder/MSP. We kindly request to amend this clause as follows: The bidder should have ISO 9001:2015, Information Security Management System ISO 27001:2013, ISO22301:2018 valid certificate copies.</p> <p>In case for empanelment in Tier 1: The CSP should also have ISO22301:2018 valid certificate copy and submit along with SOC1, SOC2, SOC3 reports. CSP shall have published on its public facing website-cloud services' rates for India, Service Level Agreements (SLAs), dashboard live-status of cloud services' health across datacenters and outage details (if any) with RCA. The MSP to get the letter of support from their respective CSP's.</p> | Not Accepted |
| 2 | RFP page 9 / Tech-prebid response document page no 59 | 2. Eligibility Criteria: Section II | <p>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 (cloud services business.)</p> | <p>Request you to kindly Amend this clause as below: 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 cloud services/DC and DR Services business.</p> | Not Accepted |

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| 3 | RFP page 10 / Tech-prebid response document page no 60 | II. Specific Eligibility Criteria | <p>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;</p> <p>i) One project of 50 lakhs value OR ii) Two projects of 25 lakhs each OR iii) Five projects of 10 lakhs each.</p> <p>In case of MSP, the project should be with the proposed CSP.</p> <p>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.</p> | <p>Request you to kindly Amend this clause as below:</p> <p>a. The bidder must have provided cloud services/DC and DR Services to Organizations/ Institutes/ Public/ Private during the last three financial year ending 31.03.2024 as follows;</p> <p>i) One project of 50 lakhs value OR ii) Two projects of 25 lakhs each OR iii) Five projects of 10 lakhs each.</p> <p>In case of MSP, the project should be with the proposed CSP.</p> <p>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.</p> | Not Accepted |
| Ishan Technologies | | | | | |
| 1 | Pg 80 | II. Specific Eligibility Criteria | <p>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;</p> <p>i) One project of 50 lakhs value OR ii) Two projects of 25 lakhs each OR iii) Five projects of 10 lakhs each.</p> <p>In case of MSP, the project should be with the proposed CSP.</p> <p>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.</p> | <p>The bidder must have provided cloud services to Organizations/ Institutes/ Public/ Private during till the bid submission date.as follows;</p> <p>i) One project of 50 lakhs value OR ii) Two projects of 25 lakhs each OR iii) Five projects of 10 lakhs each.</p> <p>In case of MSP, the project should be on any proposed CSP.</p> | <p>The bidder must have provided cloud services to Organizations/ Institutes/ Public/ Private as on bid issuance date.as follows;</p> <p>i) One project of 50 lakhs value OR ii) Two projects of 25 lakhs each OR iii) Five projects of 10 lakhs each.</p> <p>In case of MSP, the project should be on any proposed CSP.</p> |
| 2 | | ANNEXURE - D: EXPERIENCE OF ORGANIZATION | <p>Minimum 3 years of experience of organization in terms of provided MeitY empanelled Cloud Service Provider / the Managed Service Providers (MSPs) of MeitY empanelled CSPs to offer cloud services in integration with the C-DAC's Meghdoot Cloud</p> | <p>Minimum 3 years of experience of organization in terms of provided MeitY empanelled Cloud Service Provider / the Managed Service Providers (MSPs) of MeitY empanelled CSPs to offer cloud services in integration with the C-DAC's Meghdoot Cloud</p> | Not Accepted |
| Oracle | | | | | |
| 1 | 38 | ANNEXURE - H: Technical Evaluation Criteria (Tier-I) | <p>Capability to provide multiple MeitY empanelled datacenters for active-active deployment architecture requirements</p> | <p>Kindly update this clause with "CSP should offer the facility to support Active-Active architecture having multiple availability zones/fault domain with built in fault tolerance to avoid any failure at the underlying hardware infrastructure".</p> | Not Accepted |

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| 2 | 40 | ANNEXURE - H: Technical Evaluation Criteria (Tier-I) | Provide managed relational database services for MariaDB 11.x.x. Service should not be on retirement path in next 24 months. | OCI offers MySQL Database Service , which is fully compatible with MariaDB 11.x.x . MariaDB is a fork of MySQL, and OCI's MySQL Database Service supports workloads that are compatible with MariaDB. This service is actively maintained and supported by Oracle, ensuring it is not on a retirement path for the foreseeable future. Kindly update this with managed MySQL service or CSP marketplace/third party MariaDB service. | Not Accepted. |
| 3 | 40 | ANNEXURE - H: Technical Evaluation Criteria (Tier-I) | Provide managed relational database services for MS SQL Server 2022. Service should not be on retirement path in next 24 months. | As a competitive Cloud Service Provider (CSP), Oracle Cloud Infrastructure (OCI) does not currently offer a fully managed service for Microsoft SQL Server 2022. However, OCI provides comprehensive support for deploying and managing SQL Server 2022 on its platform. Customers can leverage OCI's Compute services to set up SQL Server instances, taking advantage of OCI's high-performance infrastructure, flexible licensing options, and scalable resources. In the absence of a fully managed SQL Server offering, we propose an exception to utilize Microsoft SQL Server from Oracle's Cloud Marketplace service. This approach ensures seamless handling of large workloads while delivering equivalent scalability and performance. Additionally, the solution can be supported by a Managed Service Provider (MSP) to provide a managed platform experience, ensuring operational efficiency and reliability." | Not Accepted. |
| 4 | 41 | ANNEXURE - H: Technical Evaluation Criteria (Tier-I) | Provide managed serverless Cassandra compatible database. Service should not be on retirement path in next 24 months. | OCI offers Oracle NoSQL Database Cloud Service, which is a fully managed, serverless NoSQL database service. While it is not a direct Cassandra service, it provides Cassandra-compatible APIs and features, making it suitable for workloads that require Cassandra compatibility. Oracle NoSQL Database is actively maintained and supported, ensuring it is not on a retirement path for at least the next 24 months. Kindly provide acceptance to use Oracle managed NoSQL database service | Not Accepted. |
| 5 | 42 | ANNEXURE - H: Technical Evaluation Criteria (Tier-I) | Content Delivery Network (CDN) designed to send audio, video, apps, photos, and other files faster and more reliably using the servers closest to each user | "Oracle as one of the leading hyperscaler provides CDN service from its marketplace. Please allow CDN service to be provided by CSP marketplace. For Example- Airtel CDN capability is available on Marketplace and it comes under Make In India. Marketplace CDN service provided by Airtel is the technology leveraged by Cent Govt in different projects. " | Accepted. |
| | 42 | ANNEXURE - H: Technical Evaluation Criteria (Tier-I) | Service to Automatically extracts text and data from scanned documents with support for English and Arabic language. | Oracle Cloud Infrastructure (OCI) offers the Document Understanding service, which provides Optical Character Recognition (OCR) capabilities. The OCR functionality is supporting text extraction from documents in English. While the service can detect multiple languages within a document, the actual text extraction (OCR) is supported exclusively for English text. Kindly update the clause with service to automatically extract text and data from scanned documents with English. | Accepted. |