Request for Proposal (RFP)

SELECTION OF MANAGED SERVICE PROVIDER FOR PROVIDING CLOUD SERVICES TO NAFED FOR HOSTING OF E-AUCTION PORTAL

Issued By

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED)

NAFED House,

Ring Road, Near Ashram Chowk,

Siddhartha Enclave, Sunlight Colony,

New Delhi, Delhi 110014

(RFP No. G-11012/1/2024-NAFED-HO-Part(1))

Key Details

Particulars	Details
Tender/RFP Issuing Agency	National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED)
Tender/RFP Number	**G-11012/1/2024-NAFED-HO-Part(1)**
Document Reference/ Name of the Engagement	Selection of Managed Service Provider for providing Cloud Services to NAFED for Hosting the e-Auction Portal and Other Services
Issue Date of Tender/ RFP	20.08.2025
Date and Time of Pre-Bid Meeting	26.08.2025 (11:00 AM)
Last Date & Time for submission of Pre-Bid queries	25.08.2025 (5:00 PM)
Last Date and Time for Submission of Bids	03.09.2025 (5:00 PM)
Place of availability of Tender/ RFP Document	NAFED Website https://www.nafed-india.com/tenders
Type of bid submission (Submission of technical and financial bids)	**Pre-Qualification and Technical Bid/Proposal – through Email** Submission of password protected PDF documents through email to: itsection@nafed-india.com (No physical bid/proposal/documents to be submitted for technical Bid) **Financial Bid – through Sealed Envelope** Submission of physical bid in sealed and labeled envelope in Tender Box of NAFED placed at reception.
Place of submission of Financial Bid	NAFED House Ring Road, Near Ashram Chowk, Siddhartha Enclave, Sunlight Colony, New Delhi, Delhi 110014
Place of Pre-Bid Meeting	Conference Room, 1st Floor, NAFED House Ring Road, Near Ashram Chowk, Siddhartha Enclave, Sunlight Colony, New Delhi, Delhi 110014

Disclaimer

This Request for Proposal (RFP) contains brief information about the project, qualification requirements and the selection process for the successful applicant (Bidder). The purpose of this RFP document is to provide applicants (Bidders) with information to assist the formulation of their bid application (the "application").

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither National Agricultural Cooperative Marketing Federation of India Ltd.(NAFED), nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information ('Information') contained in this RFP document or subsequently provided to interested parties (the "applicant(s)), in writing by or on behalf of NAFED is provided to applicant(s) on the terms and conditions set out in this RFP documents and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by NAFED to any other party. The terms on which the project is to be developed, and the right of the successful applicant shall be as set out in separate agreements contained herein.

NAFED reserves the right to accept or reject any or all applications without giving any reasons thereof. NAFED will not entertain any claim for any expenses in relation to the preparation of RFP submissions.

Contents

1. Bidding Data Sheet

Particulars	Details
Tender Inviting Authority	National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED)
Tender/RFP Number	**G-11012/1/2024-NAFED-HO-Part(1)**
Project name/ Name of the Engagement	Selection of Managed Service Provider for providing Cloud Services to NAFED for hosting the e-Auction portal and other services
Period of Contract	36 months
Release Date of RFP	20.08.2025
Last Date and Time for Submission of Bids	03.09.2025 (5:00 PM)
Date, Time and Place of Pre-Bid Meeting/ Conference	26.08.2025 (11:00 AM) in Conference Room, 1st Floor, NAFED House, Ring Road, Near Ashram Chowk, Siddhartha Enclave, Sunlight Colony, New Delhi, Delhi 110014
Last Date & Time for submission of Pre-Bid queries	25.08.2025 (5:00 PM)
Date and Time of Bid Presentation and Technical Demonstration by Bidders	To be intimated through Email
Opening of Commercial Bids	To be intimated through Email
Validity of Proposal	Must be valid for 90 days post-date of submission of bid
Address of Communication	National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED), NAFED House, Siddhartha Enclave Ring Road, Ashram Chowk, New Delhi-110014
Method of Selection	The method of selection is Quality and Cost Based Selection (QCBS). The weightage given to the Technical and Commercial Bids are: Technical = 70% and Commercial = 30%
Bid System	Three-Stage Bid System 1. Pre-qualification 2. Technical Bid 3. Financial / Commercial Bid
Earnest Money Deposit / Bid	INR 10,00,000/-

Security	
Earnest Money Deposit / Bid Security Validity Period	90 days from the last date of submission of Bids
Performance Bank Guarantee	Total PBG - 5% of Contract Value
	Contract value shall be total value of the contract exclusive of the taxes
	The performance bank guarantee may be discharged/ returned by the NAFED upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on any of the performance bank guarantees.
Period for furnishing Performance Bank Guarantee	Within 15 days from the date of issuance of Letter of Intent
Performance Bank Guarantee validity Period	90 days beyond the actual Contract period
Period of Signing the contract	Within 15 days from the date of receipt of Letter of Intent (LOI)
Currency	Currency in which the bidders may quote the price and will receive payment is INR only

2. Glossary

S. No.	Term	Definition
1.	Agreement/ Contract	Agreement entered between NAFED and the Implementing Agency including all attachments, schedules, annexure there to and all documents incorporated by reference therein and all amendments, corrigendum /corrigenda, changes thereto
2.	Agency/ Authority/ Tender Inviting Authority	National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED)
3.	Authorized Representative	Shall mean any person authorized by either of the parties.
4.	Bid / Proposal	Offer submitted by the Bidder to fulfil the requirement of NAFED against this RFP. It shall be a comprehensive technical and commercial response to this RFP.
5.	Breach	A breach by Bidder of any of its obligations under this RFP and resultant Agreement
6.	Client/ Authority/ Department	Refers to National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED)
7.	Confidential Information	All information including NAFED Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each department and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement)
8.	Deliverables	Products, portal development, infrastructure, and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in this RFP Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies, and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications
9.	Notification of Award (NoA)/ Letter of Intent (LoI)	Department notification to the successful bidder in writing by way of Letter or email, that their proposal has been accepted.
10.	Letter of Acceptance (LoA)	Successful bidder's response in writing by way of letter to Department acknowledging the receipt and acceptance of the of NoA/ LoI along with confirmation that bidder is willing to enter into a Contract by fulfilling the pre-requisites

S. No.	Term	Definition
		mentioned in this RFP
11.	Project Go Live	**Hosting the e-Auction portal in production environment and successful implementation of e-Auction portal.**
12.	Operation and Maintenance Phase	The commencement of Operations and Maintenance phase from the date of declaration of successful project Go-live by NAFED.
13.	Intellectual Property Rights	All rights in written designs and copyrights, moral rights, rights in databases and Bespoke Software / Pre-existing work including its up- gradation systems and compilation rights (whether any of these are registered and including application for registration)
14.	Month / Week	The month shall mean calendar month & week shall mean calendar week
15.	Parties	NAFED and Bidder for the purposes of this Agreement and "*Party*" shall be interpreted; accordingly,
16.	Performance Security / Performance Bank Guarantee	Unconditional guarantee provided by the Bidder from a Nationalized Bank or Scheduled Banks in favor of NAFED.
17.	Successful Bidder	The Bidder with whom the MSA/ Agreement signed by NAFED will be referred to as Successful Bidder
18.	User Acceptance Test (UAT) Document	Mutually agreed document, which defines procedures for Acceptance testing against requirements laid down in the Agreement including test procedures agreed prior to the testing phase.

3. Introduction of NAFED

National Agricultural Cooperative Marketing Federation of India Limited (NAFED) is an apex organization for marketing cooperatives in India and a Central Nodal Agency for procurement of notified agricultural commodities under the Price Support Scheme (PSS), pulses for buffer stocking under the Price Stabilization Fund (PSF) and support various government welfare programs. It works with the objective of farmers' welfare by promoting cooperative marketing, processing, and storage of agricultural produce thereby making farming viable and food affordable for the public. It is primarily involved in the Implementation of PSS, PSF & MIS schemes of GOI, procurement of Agri commodities through cooperative networks & marketing societies at the APMC level, providing marketing assistance to farmers by arranging disposal for their farm produce and ensuring adequate supply of essential food items in the market during times of scarcity and ensuring food security.

Below are the key businesses in which NAFED is involved –

1. **Procurement & Price Support Operations:**
   - NAFED is a key agency for implementing the Price Support Scheme (PSS) and Price Stabilization Fund (PSF) on behalf of the government of India.
   - It procures crops like pulses, oilseeds, and onions to stabilize market prices and protect farmers from distress sales.

2. **Marketing & Distribution:**
   - Facilitates marketing of agricultural commodities by providing direct market access to farmers.
   - Supports the export and import of agricultural produce to manage supply and demand.

3. **Agri-Inputs & Supplies:**
   - Distributes fertilizers, seeds, agrochemicals, and other farm inputs through cooperative networks.

4. **Food Processing & Value Addition:**
   - Involved in the processing of pulses, oilseeds, and other commodities for value addition.
   - Markets processed products like mustard oil, spices, and pulses under the NAFED brand.
   - Supply Chain & Logistics:
   - Manages a nationwide network for procurement, warehousing, and distribution of agricultural goods.
   - Partners with state governments and cooperatives for warehousing and marketing initiatives.

5. **Retail Operations:**
   - NAFED has ventured into retail, offering processed and packaged food products through its own stores and online channels.
   - Expanding its presence in the e-commerce space and collaborating with retail chains to reach consumers directly.

6. **International Trade:**
   - Supports export of agricultural products like pulses, and spices etc.
   - Engages in the import of commodities during domestic shortages to stabilize prices.

4. Project Background

NAFED (National Agricultural Cooperative Marketing Federation of India) aims to develop an IT platform for its auction processes. The initiative seeks to digitize and streamline the entire auction lifecycle for key agricultural products such as pulses, oilseeds, and other commodities. By creating an integrated platform, this system will bring together critical business functions involved in the auction process, from bidding to final transactions, ensuring smooth and transparent operations.

NAFED does not have an in-house data centre to host the mentioned application and thus wants to use IT Infrastructure and related services in the cloud platform provided by MeitY empanelled Cloud service Providers (CSPs) for development and deployment of the said Auction platform.

Thus, NAFED intends to onboard a Managed Service Provider (MSP) of MeitY, empanelled Cloud service Providers (CSPs) to host the Auction platform

5. Instruction to Bidders

5.1 General Instructions

While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders are free to assess and propose the solution needed to meet the requirements and project objective. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the NAFED on the basis of this RFP.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the NAFED. Any notification of preferred Bidder status by the NAFED shall not give rise to any enforceable rights by the Bidder. The NAFED may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the NAFED without giving any reason.

5.2 RFP Issuing Authority

This Request for Proposal (RFP) is issued by the National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED). The NAFED shall be the final authority with respect to qualifying a Bidder through this RFP. NAFED's decision about the selection of the Managed Service Provider (MSP) firm qualifying through this RFP for providing cloud services to NAFED shall remain final. NAFED reserves the right to reject any or all the bids without assigning any reason. NAFED further reserves the right to negotiate with the selected agency to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.

5.3 Earnest Money Deposit (EMD)

a) Bid must be accompanied with an Earnest Money Deposit (EMD) of INR 10,00,000/- (Rupees Ten Lakhs only) by way of RTGS / NEFT/ ELECTRONIC MODE to the NAFED as per following bank details and a **proof of payment of EMD must be provided along with the technical bid/proposal**.

> **BANK ACCOUNT DETAILS FOR EMD:**
>
> NAFED
>
> IDFC FIRST BANK, NEW FRIENDS COLONY, NEW DELHI
>
> A/C No. 10060654277
>
> IFSC Code: IDFB0020102

b) NAFED shall not pay any interest on the EMD. Bids not accompanied by EMD shall be summarily rejected. In case the bid submitted is nonresponsive, the earnest money deposited by the bidder shall stand forfeited. **Any kind of exemption in EMD or tender fee is not allowed.**

c) In case, the EMD or non-refundable tender fee of any bidder is forfeited, the same shall attract the applicable GST @18%, which may be charged separately or grossed up if not charged separately.

d) The EMD shall be returned (without interest) to all unsuccessful Bidders as early as possible within a period of **45 days** from the date of announcement/ finalization of the successful bidder (post negotiations, if any).

e) No interest shall be payable by NAFED on Earnest Money, in any case.

f) The EMD will be forfeited if the bidder is found to have engaged in derailing the bidding process at any time during the Bidding Process.

5.4 Pre-Bid Meeting/ Conference

a) NAFED will host a Pre-Bid Meeting/Conference as per the date given in the Bidding Data Sheet. The representatives of the interested bidders may attend the pre-bid meeting/conference at their own cost. (Maximum 2 representatives from the bidder's organization having authorization letter from the organization or Identity card of the attendee will be allowed during pre-bid conference).

b) The purpose of the meeting/conference shall be to provide the interested bidders with information regarding the RFP and the requirements of the project in reference to the RFP, and to clarify the doubts/queries of the interested bidders, if any. This will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project.

c) Bidders may submit their queries/ clarifications sought in writing, in the format given below, via email on or before the last date and time of submission of pre-bid queries/clarifications as mentioned in the bidding data sheet. The same would be discussed during the pre-bid meeting/conference.

d) **Format for submission of pre-bid queries (to be submitted in MS-Excel file via email):**

S. No.	Section & Page No.	Clause in RFP	Clarification Sought

5.5 Joint Venture and Consortium and Sub-Contracting

The Bidder would not be allowed any joint venture, consortium or to sub-contract work.

However, for proving the cloud related services bidder can engage CSP and/or for providing SMS services bidder may provide Messaging service / SMS Gateway from same CSP or through SMS Gateway Provider.

5.6 Compliant Bids/Completeness of Response

a) Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of the terms and conditions mentioned in all volumes of the RFP and its implications.

b) The bids should be submitted in **three parts** as mentioned hereunder on or before last date and time of submission mentioned in this RFP or through any corrigendum.
    - Pre-Qualification Bid – As per Pre-Qualification (PQ) criteria shared in **Section 6.2.3**. (Note: Technical bids of only those Bidders who qualify the PQ criteria will be opened and will be eligible for subsequent technical evaluation).
    - Technical Bid – As per TQ Evaluation criteria shared in **Section 6.2.4**.
    - Financial/ Cost Bid – As per Financial Bid/Proposal (formats at Annexure–VIII and IX)

c) Failure to comply with the requirements of this paragraph/clause may render the bid non-

compliant and the Bid may be disqualified. Bidders must:

- Include all documentation specified in this RFP, in the bid.
- Follow the formats given in this RFP while developing the bid and respond to each element in the order as set out in this RFP.
- Comply with all requirements as set out within this RFP.

5.7 Bid Preparation Cost

The Bidder shall bear all costs associated with the preparation and submission of its Bid and NAFED shall in no event be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

NAFED shall not be responsible for ensuring that the Bidders' queries have been received and / or addressed by them. Any requests for clarifications after the indicated date and time may not be entertained by the NAFED.

5.8 Tender Opening

The Proposals submitted before the last date and time of submission will be opened as per the schedule of bid process mentioned in the Bidding Data Sheet of this RFP or notified by a corrigendum through Email and NAFED website.

5.9 Commercial Bid Format

The Bidder must submit the Commercial Bid as per the formats specified in **Error! Reference source not found.**.

Prices quoted by the Bidder shall remain firm during the entire contract period and shall not be subject to variation on any account except change in GST rates and laws. A Bid submitted with an adjustable price quotation will be treated as non-responsive and shall be disqualified.

If there is any discrepancy in the commercial bid, it will be dealt as per the following:

a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.

b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected accordingly.

c) If there is a discrepancy between words and figures, the amount in words shall prevail.

d) If there is such discrepancy in an offer, the same shall be conveyed to the Bidder with target date up to which the Bidder has to send his acceptance on the above lines and if the Bidder does not agree to the decision of NAFED, the bid is liable to be disqualified and EMD will be forfeited.

5.10 Single Bidder

In the event only a single bidder applies or qualifies for the tender, NAFED may accept the same subject to approval of the Competent Authority.

5.11 Bid Validity Period

All bids should remain valid for a period of 90 days (i.e. 3 months) from the Last date (deadline) for submission of bids and NAFED reserves the right to reject a bid valid shorter than 3 months considering as non-responsive without any correspondence.

In special circumstances, NAFED may solicit extension of the period of validity from a Bidder. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. The EMD provided shall also be sufficiently extended. Bidder granting extension of validity will not be permitted to modify its technical or financial bid.

5.12 Submission of Bid

Pre-Qualification and Technical Bid/Proposal Submission:

Bidders are required to submit their Pre-Qualification and Technical Bids/Proposals (password protected PDF files) through email at itsection@nafed-india.com with subject line as given below and as per the last date and time of submission given in the Bidding Data Sheet/ or as mentioned in corrigendum to this RFP, if issued any by NAFED –

> *Subject: "<Name of Bidder> | Pre-Qualification Bid/ Technical Bid for the selection of MSP for providing Cloud Services to NAFED for Hosting the e-Auction Portal and Other Services | RFP No. ….. ".*

Note to bidders:

a) *Bidders shall furnish the required information in respect of Pre-Qualification and Technical Bid/Proposal in line with the requirements of this RFP and follow the formats/annexures provided in the RFP. Technical bids/proposals must be direct, concise, and complete. Any information not directly relevant to this RFP or requirements of the project in reference to this RFP should be omitted. NAFED will evaluate bidder's proposal/bid based on its clarity and the directness of its response to the requirements of the project as outlined in this RFP.*

b) ***Email Size:*** *Bidders must restrict the size of email to **under 30 MB**. However, if required, bidders may submit their bids though multiple emails (in parts), by clearly indicating the total number of emails (parts) and the individual email/part number in the subject as well in the body of the email.*

c) ***Password for bid opening (protected PDF files):*** *Bidders will be requested to provide the password(s) of the Pre-Qualification Bid and Technical Bid/Proposal files separately by NAFED on the date and time of respective bid opening. The password(s) of the bid shall be shared by authorized representative of bidder who choose to be physically present at NAFED HO OR through telephonic mode at the time of bid opening. The bidder shall also share the contact details of at least two persons who holds the password of the pdf file along with the technical bid.*

Financial Bid Submission:

Bidders are required to submit their Financial Bids/Commercial Proposals in properly 'Sealed and Labeled' envelope in Tender Submission Box of NAFED placed at reception on or before the last date and time of Bid/Tender submission and address mentioned in the Bidding Data Sheet of this RFP, or as mentioned in corrigendum to this RFP, if issued any by NAFED.

The sealed envelope must clearly indicate the name, address, and contact details of the bidder and labeled as – *"Financial Bid/ Commercial Proposal for the selection of MSP for providing Cloud Services to NAFED for Hosting the e-Auction Portal and Other Services | RFP No. ……"*

Note to bidders:

a) Bidders must prepare their financial bid/ commercial proposal in accordance with the requirements and *formats* specified/annexed in this RFP.

b) A financial bid/tender will be liable for rejection if there is any deviation in the format or if the envelope is not sealed and labelled properly

c) A financial bid/tender will also be liable for rejection if the Technical bid/e-mail contains any reference to Financial quotation/commercials.

5.13 Technical Bid Format

Bidders are required to submit the technical bid as per the requirements/ documents listed in at **Section 6.2.4** & **Annexure-III: Compliance Sheet for Pre-Qualification and Technical-Qualification Proposal.** Bidders to note that all documents mentioned in the table are mandatory and bids will be disqualified in case of non-submission of any such documents.

5.14 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be included duly attested by the Bidders.

5.15 Authentication of Bids

An authorized representative (or representatives) of the Bidder shall initial all pages of the Pre-Qualification, Technical and Commercial Bids.

Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign all the bid documents.

5.16 Right to Terminate the Process

NAFED may terminate the RFP process at any time and without assigning any reason. NAFED makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by NAFED.

5.17 Non-Conforming bids

A bid may be construed as a non-conforming bids and ineligible for consideration:

a) If it does not comply with the requirements of this RFP.

b) If a bid does not follow the format requested in this RFP or does not appear to address the particular requirements of the solution.

5.18 Confidentiality

All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful Bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The successful Bidder must furnish a Non-Disclosure Agreement (NDA).

5.19 Rejection Criteria

Besides other conditions and terms highlighted in the Tender Document, bids may be rejected under following circumstances:

a) **General Rejection Criteria**

- Conditional Bids.

- If the information provided by the Bidder is found to be incorrect / misleading / fraudulent at any stage / time during the Tendering Process.

- Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.

- Bids without signature of person (s) duly authorized on required pages of the bid.

- Bids without power of attorney/ board resolution.

b) **Technical Rejection Criteria**

- Technical Bid containing commercial details.

- Revelation of Prices in any form or by any reason before opening the Commercial Bid.

- Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.

- Bidders not quoting for the complete scope of Work as indicated in the Tender Documents, addendum (if any) and any subsequent information given to the Bidder.

- Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents.

c) **Commercial Rejection Criteria**

- Incomplete Price Bid.

- Price Bids that do not conform to the Tender's price bid format.

- If there is an arithmetic discrepancy in the commercial Bid calculations the Technical Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.

d) **Inspections and Tests/POC**

- As per the necessity NAFED shall have the right to inspect and test the solution to confirm their conformity to the Technical Specifications, in which the bidder will have to provide necessary support.

- Conducting Inspection/Tests/POC is solely on NAFED's discretion.

5.20 Contract Period

The contract shall initially be valid for a period of 36 months. NAFED may extend the contract for an additional period of 2 years or more, on a yearly basis at a time, subject to mutual agreement on rates. Such extension(s) shall be subject to satisfactory performance of the parties (MSP/CSP) to the satisfaction of NAFED. Further, NAFED also reserves the right to recall or terminate the contract/arrangement before the expiry of contract period without assigning any reason whatsoever.

In case, NAFED identifies an alternative MSP/CSP during the contract period, the MSP/CSP engaged through this RFP should handover all the project assets and project deliverables to the new MSP/CSP

and assist in the migration as per the instructions of NAFED to the new MSP/CSP for smooth functioning of the Application without any extra charge and shall provide handover support to the new MSP/CSP for the period of 2 months after the end of contract.

5.21 Escalation Matrix

a) MSP will be required to share status of work on a periodic basis as per the formats & interval mutually decided by NAFED and its Project Consultants.

b) MSP shall put in place a 3-level escalation mechanism whereby any request / complaint not addressed by the MSP/CSP team shall get escalated to higher level:

S. N	Level	Name	Designation	Phone Number	Email	Time to Resolve
1	Level 1					2 hours
2	Level 2					1 hour
3	Level 3					1 hour

5.22 Payment of Taxes

a) Taxes shall be shown extra by the selected bidder in their invoice for the applicable items. The same shall be paid by NAFED as per actuals after verification. Similarly, if there is any tax saving, the same shall be reduced from the payable amount.

b) In case of any new incident of tax or increase in existing tax rates taking place during the agreement period, that shall be borne and payable by NAFED over and above the agreed price for each item as may be applicable as per the invoice raised by the selected bidder. Similarly, any reduction in taxes shall be paid back to NAFED.

5.23 Integrity Pact

The Successful bidder will be required to sign Integrity Pact. It will be assumed that successful bidder has gone through the Integrity Pact and have no objections whatsoever in signing the contract. (attached at **Annexure XII**)

5.24 Declaration and Undertaking

Bidders has to sign the Declaration and Undertaking given in Annexure XI and submit the same **with their proposal.**

5.25 Holiday Listing

Bidders/agencies are expected to adopt the ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitment and sincerity towards the work undertaken and dealing with NAFED in such matters. Also, while participating in the RFP and performing the contracts, the bidders/agencies are required to meet certain performance criteria and adherence to the terms and conditions of the RFP / contract. NAFED shall have the right to remove from the list of approved/empanelled agencies or to ban business dealings, if any bidder/agency has been found to have committed misconduct or fraud or poor performance or anything unethical not expected from a reputed agency. The guidelines and procedures for Holiday Listing as adopted by NAFED, and available separately in NAFED website, are applicable in the context of all RFPs and consequently, all Orders/ Contracts/ Purchase Orders placed, by NAFED.

Please refer **Annexure XV** for Integrity Pact and Holiday Listing.

5.26 Change Request/Additional Scope

The rates of all items (cloud resources/ services, support services, etc.) specified in the BoM/BoQ of this RFP shall remain fixed for the entire duration of the contract.

Further, in the event that NAFED requires any additional cloud resources/ services during the contract period, that may not be covered in the indicative BoM/BoQ, the Bidder shall offer such additional cloud resources/ services to NAFED at discounted prices/rates and not exceeding the public prices/rates of such cloud resources/services, if such public prices/rates are available. The bidder shall ensure that public prices/rates of such additional services is transparently shared with NAFED. However, in case where public prices/rates of such cloud resources/ services are not available, the Bidder shall provide their most competitive pricing/rates, which will be subject to mutual discussion, negotiation, and acceptance/approval by NAFED.

Furthermore, NAFED reserves the right to procure such additional cloud resources/services from the Bidder or to explore alternate options, at its sole discretion.

6. Selection Process and Criteria for Bidder

6.1 Clarification on Bids

During the bid evaluation, NAFED may, at its discretion, ask the Bidder for any clarification(s) on the documents of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

6.2 Evaluation Process and Selection of Bidder

NAFED has constituted a Tender Evaluation Committee to evaluate the responses of the Bidders. The Tender Evaluation Committee shall evaluate the responses to this RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by Bidders may lead to rejection of their bids.

The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.

The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

6.2.1 Stage 1: Prequalification

The bidder must comply with each of the below-listed PQ eligibility criteria as per Section **6.2.3** to qualify for the technical qualification; the bidder must submit the documents as specified in the proper format

6.2.2 Stage 2: Technical Evaluation

a) "Technical bid" will be evaluated only for the Bidders who have submitted the EMD amount as mentioned in the RFP and successfully qualified in the Prequalification criteria.

b) NAFED will review the technical bids of the short-listed Bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive shall be liable to be disqualified at NAFED's discretion.

c) The Bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in this RFP and technical evaluation criteria as mentioned in **Section 6.2.4**

d) Each Technical Bid will be assigned a Technical Score out of a maximum of 100 points. Only the Bidders who get Technical Score of **more than or equal to 70** in Technical Evaluation will qualify for Commercial Bid Evaluation stage.

e) Financial bids of only those Bidders, who have qualified in the Technical Evaluation stage, will be opened.

6.2.3 Pre-Qualification Criteria

The bidder must comply with each of the below-listed PQ eligibility criteria to qualify for the technical qualification; the bidder must submit the documents as specified in a proper format

S. No	Basic Requirement	Eligibility Criteria	Documents to be submitted
1.	Legal Entity	The MSP should be registered under the provisions of the Indian Companies Act, 1956 or 2013; or Multi State Cooperative Society act 2002; or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008; or MSME Development Act 2006	Copy of Certificate of Incorporation/ Registration/ Partnership deed/ Udyam/MSME registration certificate/ documents
2.	Office	The MSP must have a local office in Delhi NCR.	Copy of address proof
3.	Turnover & Net worth	The MSP should have average annual turnover of at least **30 Crore** from Cloud Services in last three audited financial years (FY 2021-2022, FY 2022-2023, and FY 2023-2024). The MSP should have a positive net worth	Audited Financial Statement including Balance sheet and Profit and Loss Statement Certificate from the Statutory auditor / CA clearly specifying the average annual turnover for the specified years. Chartered Accountant Certificate for positive Net worth of the

S. No	Basic Requirement	Eligibility Criteria	Documents to be submitted
			Bidder.
4.	CSP MeitY Empanelment	The CSP should be MeitY empanelled (as on bid submission date). The proposed Data Centre should be within India. The proposed Data Centre should be successfully STQC audited and certified.	Valid copies of proof attested by Bid signatory
5.	DC – DR Configuration	The CSP must be operating in multiple Data Centres in India. DC-DR should not be in the same data centre. Note:- DC and the DR should be in different seismic zones or at least **100 Kms** away from each other.	Letter from Authorized signatory on the letter head of the bidder.
6.	Advance Security	The bidder should provide a cloud service having accreditation relevant to security, availability, confidentiality, processing, integrity and privacy trust services principles SOC1, SOC2, PCI-DSS.	Valid copy of the certificate
7.	Blacklisting	Bidders should not be blacklisted by any Central Ministry/ Department/ State Government/ Department/ PSU in the **last 3 years**.	Letter signed by the Authorized signatory in format given in the RFP.
8.	Legal	The bidder should not be subjected to any legal action for any cause in any legal jurisdiction in the last five years.	Letter signed by the Authorized signatory.
9.	Tax Payment	The bidder should not be convicted or penalised to any legal action for any cause in any legal jurisdiction in the last five years.	Valid copy of the certificate
10.	Authorization	Bidder to provide MSP authorization letter from the MeitY Empanelled CSP quoting this tender reference number, date, and due date of opening along with the bid	MSP Authorization Certificate with empanelment confirmation of CSP
11.	Cloud Native CDN	Proposed CSP should have native CDN services available in India and should have at least **15** or	Public Links and Letter from Authorized signatory on the

S. No	Basic Requirement	Eligibility Criteria	Documents to be submitted
		more CDN POPs in India.	letter head of the bidder.
12.	Public Pricing	The proposed cloud should have public price preferably in INR on the Public calculator for price validation and verification. If the public pricing is not available in INR then the bidder should self-certify and submit evidence of the exchange rate used for calculating the price. The CSP should also provide the USD rates along with INR rates in such scenario. For the Exchange rate, the closing rate of the last business day before the bid submission date will be admissible	Public Links and Letter from Authorized signatory on the letter head of the bidder.
13.	Experience	The Bidder should have executed **5 or more projects** of more than **Rs. 7 crore** in work order value on the proposed cloud CSP for government organizations/ clients (Central Govt / State Govt/ Semi Govt/ PSU /Cooperative Organizations) in India in the last 5 years. For the above experience, only go-live status projects shall be considered.	Work order or Purchase Order (PO) or 'Letter of Intent (LoI) or with extract from signed contract showcasing the project value and scope of work regarding the proposed cloud solution. AND Completion Certificates/Go-Live certificate from the client.

6.2.4 Technical Evaluation Criteria

A detailed evaluation of the bids shall be carried out in order to determine whether the Bidders are complete enough and whether the technical aspects are substantially responsive to the requirements set forth in the RFP. Bids received would be assigned scores based on the parameters defined in table below.

S. No	Evaluation Criteria	Evidence	Marks (Max)
1.	MeitY empanelment of CSP Data Centre facilities: No of years of MeitY empanelment – • 3 Years : 1 mark	List of MeitY empanelled Data Centres in India along with proof of STQC audit/ certificate.	3

S. No	Evaluation Criteria	Evidence	Marks (Max)
	• >5 Years : 2 Marks • >7 Years : 3 Marks		
2.	Data Centre locations seismic zone – Moderate Seismic Zone (Zone III) – (1 Mark) Lower Seismic Zone (Zone II) – (2 Marks)	Proof of Seismic Zone of Data centre	2
3.	The proposed Cloud should have security services as follows – a) WAF & DDoS Protection with enterprise features such as Threat Intelligence, Third-party named IP address & Adaptive Protection b) Threat detection, Vulnerability Assessment, Bot management with captcha Integration c) Cloud Security services for both IDS and IPS, and Cloud SaaS SIEM solution d) Continuous virtual red teaming, including attack paths, risk scoring, and toxic combinations e) Cloud security and risk management for cloud environments f) Security posture management, attack paths, threat detection, and compliance monitoring. Subscription-based pricing for cloud (Note: Each security service carries 2 marks)	URL of the service on the CSP through Self provisioning portal	12
4.	The proposed Cloud should have Native Storage service for different IOPS and should have capability to increase storage capacity on demand on the provisioned volumes of the virtual machine. The volume should be High-availability regional redundancy or Zero-downtime regional resilience to reduce the impact of single AZs failure & support up to 32 TB per volume with ultra-low-latency performance.	URL of the service on the CSP through Self provisioning portal	3
5.	The CSP should have following services with SLA of: a) Ease of configurations of VM's (as per the required configuration/ nearest higher configuration) for self- provisioning based on the vCPU and RAM. b) Single Instance SLA >= 99.9% and Instances in Multiple Zones >= 99.99% c) PBs scale Serverless Data Lake Service with SLA of >= 99.95% and capabilities of Gen-AI Integration and inbuilt Machine	URL of the service on the CSP Self provisioning portal	3

S. No	Evaluation Criteria	Evidence	Marks (Max)
	learning models (Note: Each item carries 1 mark)		
6.	The CSP must provide state-of-the-art proprietary and/or open source/ third-party multimodal LLMs for Text Generation, Summarization, Chatbots, and Conversational AI, deployable on the CSP's native fully managed AI platform. a) CSP provides own model only – (3 marks) b) CSP provides its own multi model along with open source/ 3rd party – (5 marks)	URL of the service on the CSP through Self provisioning portal or Demonstrate during the Presentation	5
7.	The proposed Cloud should have Managed cloud native enterprise database services for MySQL and PostgreSQL with the following features: a) Enterprise Database services with 99.95% SLA b) Automated backups and point-in-time recovery c) Automatic Storage Increase d) Automated replication/Automatic failover to another Zone e) Should support synchronous data replication and High Availability across multiple data centres.	URL of the service on the CSP through Self provisioning portal	10
8.	The proposed Cloud Should have Managed cloud native Container / Kubernetes service with the following features: a) Secure Container Image Verification & Binary Authorization for Software Supply Chain Security (or equivalent) b) Integrated Container Threat Detection & Security Monitoring with Centralized Dashboard c) Vertical Pod Auto-scaler and Node auto-upgrades d) Native Kubernetes backup & restore service	URL of the service on the CSP through Self provisioning portal	5
9.	CSP Native Enterprise Grade API Management turnkey solution (*Not API Gateway) for publishing APIs to external and internal consumers through an integrated out of the box developer portal, Monetization, Advanced API Security like Bot Detection and API configuration security scoring, and should be able to deploy as a SaaS cloud offering and	URL of the service on the CSP through Self provisioning portal	5

S. No	Evaluation Criteria	Evidence	Marks (Max)
	clouds deployment option for the data plane		
10.	MSP should have a minimum turnover of 30 Crores in each of the last 3 years and should have positive net worth and be profitable in the **last 3 years**.	Certificate from the Statutory Auditor/Chartered Accountant	3
11.	MSP should have at least **10+** Certified Cloud Resources, (such as MSP resources to have competencies for the CSP related to advance consulting, support, DevOps, Migration, AI)	A declaration from HR along with Copies of Valid Cloud Certificates of the same CSP.	3
12.	The MSP must have the any of 3 following ISO Certifications as on Bid submission Date: a) ISO 27701 b) ISO 27001 c) ISO 20000-1 d) ISO 22301 e) ISO 27017 f) ISO 27018	Less than 2 ISO Certificates: 0 Marks Any 2 ISO Certificates: 2 Marks Any 3 ISO Certificates: 3 Marks Any 4 ISO Certificates: 4 marks Any 5 ISO Certificates: 5 marks All 6 ISO Certificates: 6 marks	6

13.	Experience of the bidder with proposed CSP in India:
	a) The Bidder should have similar experience of executing at least **5 Cloud services projects with the proposed CSP** across Government organizations (Central/ State/ Semi Govt/PSUs), Cooperatives
	b) in India with a minimum project value of **Rs. 7 crores** each during the **last 5 years** from the date of submission of the bid. (5 marks)
	c) Additional number of projects with proposed CSP in India across Government organizations (Central/ State/ Semi Govt/PSUs) during the **last 5 years** from the date of submission of bid:
	    (i) 6 to 10 projects (2 marks)
	    (ii) 11 to 15 projects (3 marks)
	    (iii) > 15 projects (5 marks)
		Work order or Purchase Order (PO) or 'Letter of Intent (LoI) or with extract from signed contract showcasing the project value and scope of work.
		
		AND
		
		Completion Certificates/Go-Live certificate from the client.
			10

14.	Bidders' Presentation (along with CSP) around their credentials and chosen CSP and its credentials, along with the requirement	Presentation	15

S. No	Evaluation Criteria	Evidence	Marks (Max)
	understanding.		
15.	Bidder to give a technical demonstration of CSP capabilities, services, resiliency, infrastructure, compliances, services and console demo, billing module demo, cost optimization, various services and their capabilities	Demonstration	15
	Total		**100**

Note: -

- *Projects executed for Bidder's own or Bidder's group (if part of same legal entity) of companies shall not be considered.*

- *NAFED (or its nominated party) reserves the right to check/validate the authenticity of the information/ documents provided in the Technical Evaluation criteria and the requisite support must be provided by the Bidder during this process.*

- *Bidders are advised to upload all relevant documents at relevant sections to substantiate the qualification criteria mentioned in the above table.*

- *Bidders who obtain minimum 70 marks in technical score will be termed as technically qualified and would be considered for subsequent evaluation process.*

6.2.5 Stage 3: Commercial Evaluation

a) All the Technically qualified Bidders will be notified to participate in Commercial Bid opening process.

b) The Commercial Bids for the Technically qualified Bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at NAFED's discretion.

c) The bid price shall include all taxes and levies; and shall be in Indian Rupees; and must be mentioned separately.

d) Total Price shall be calculated based on the format provided in Annexure-IX. Each of the Commercial bids shall be evaluated on a score of 100 points. The Commercial Score of the Bidder shall be calculated with respect the lowest Total Price by any Bidder. The methodology of Commercial Score shall be as follows:

Commercial Score of the Bidder under consideration = (Lowest Total Price out of all Commercial Bids / Total Price quoted in Commercial bid by the Bidder under consideration) x 100

e) Bid Security amount shall be returned for unsuccessful Bidder after issue of workorder to the successful Bidder.

6.2.6 Final Selection

a) The Total Score will be calculated based on Quality and Cost Based Selection (QCBS) process. Technical Score shall have 70% weightage, and Commercial Score shall have 30% weightage.

b) The Total Score of the Bidder will be calculated as 0.7*(Technical Score) + 0.3*(Commercial Score).

7. Indicative Bill of Material/Quantity

Below is an indicative bill of material / bill of quantity of cloud services envisaged for the implementation of e-Auction portal. Actual requirements/ consumption of cloud services and quantities may vary during and/or post implementation. Also, in case any of the below mentioned cloud services/ specifications/ configuration is/are not available, then next higher available service/ specification/ configuration shall only be considered as a replacement by the bidder in lieu of that service/ specification / configuration, and any such change should be quoted/highlighted prominently by the bidder in the financial proposal.

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours / utilization for three (03) years	Rate for specifications (As per CSP public listing pricing*)	Public URL Link with Service Configuration
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]
A. Compute as Managed Service								
A.1	Non burstable x86 architecture - Production Grade Virtual Machine – Reserved Instance The Virtual Machines must support vertical scaling (i.e., upgradation or downgrading of compute resources like vCPU and RAM) as per the department's	RED HAT Enterprise Linux Including cloud Licenses and native billing for RHEL	VM - 2 vCPU, 8GB RAM	Hourly	2	730*36		
A.2			VM - 4 vCPU, 8GB RAM	Hourly	4	730*36		
A.3			VM - 8 vCPU, 16GB RAM	Hourly	2	730*36		

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours / utilization for three (03) years	Rate for specifications (As per CSP public listing pricing*)	Public URL Link with Service Configuration
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]
	requirements, without disruption to services wherever possible							
A.4	Non burstable x86 architecture - Production Grade Virtual Machine - on demand	RED HAT Enterprise Linux Including cloud Licenses and native billing for RHEL	VM - 2 vCPU, 8GB RAM	Hourly	2	730*36		
A.5			VM - 4 vCPU, 16GB RAM	Hourly	6	730*36		
A.6			VM - 8 vCPU, 32GB RAM	Hourly	2	730*36		
A.7			VM - 16 vCPU, 64 GB RAM	Hourly	4	730*36		
Sub Total of A. Compute as Managed Service for a period of 3 Years [A]								
B. Storage as a Managed Service - Object, File and Block Storage								
B.1	Object Storage - Hot Tier	Managed Object Storage	Fully Managed Redundant Object Storage - 100% Hot Tier	GB per month	500	Monthly*36		
B.2	Archive Storage with milliseconds restore tier	Managed Archival Storage - Restored quickly in milliseconds	Fully Managed Geo Redundant Archival/ Cold Tier with instant restore time	TB per month	1	Monthly*36		
B.3	Cloud Enterprise-	Enterprise-grade network	TB of	GB Per Month	200	Monthly*36		

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours / utilization for three (03) years	Rate for specifications (As per CSP public listing pricing*)	Public URL Link with Service Configuration
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]
	grade network file system (NFS)	file system (NFS)	provisioned capacity					
B.4	Managed Storage-SSD	Managed SSD Storage for Web, Apps and Databases	Single SSD redundant volume with default 3,000 Provisioned IOPS or 500 IOPS /GB	16GB Per Month	16	Monthly*36		
B.5				64GB Per Month	16	Monthly*36		
B.6				128GB Per Month	16	Monthly*36		
Sub Total of B. Storage as a Managed Service - Object, File and Block Storage for a period of 3 Years [B]								
C. Managed DB - Native Managed services by CSP								
C.1	CSP Native Managed Database services (Non burstable x86 architecture - Production Grade)	PostgreSQL /MySQL as a service with following features: 1) Automated backups and point-in-time recovery 2) Automatic Storage Increase 3) Should support synchronous data replication and High Availability across multiple data centres. 4) Should support	2 vCPU 8GB RAM	Hourly	1	730*36		
C.2			4 vCPU 16GB RAM	Hourly	1	730*36		
C.3			16 vCPU 64 GB RAM	Hourly	2	730*36		

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours / utilization for three (03) years	Rate for specifications (As per CSP public listing pricing*)	Public URL Link with Service Configuration
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]
		horizontal scaling by adding/removing read replicas Bidder must Quote the CSP Managed DB Service with HA architecture & Configuration (e.g., Active/ Standby) for the Pricing						
C.4	CSP Native Redis Cluster as Service - Production Grade supporting Sharding	Managed Redis as a Service with: - Should support the Managed Cache database service - Supports partitions/shards and read replicas - Must be compatible with open-source Redis data store - Inbuilt capability to auto-scale shards and read replicas - Persists data stored in	50 GB Enterprise Grade Redis with Sharding support	Monthly	2	Monthly*36		

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours / utilization for three (03) years	Rate for specifications (As per CSP public listing pricing*)	Public URL Link with Service Configuration
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]
		Redis Cache - Shards data across Redis nodes						
C.5	Production Grade CSP Native Managed Non-Relational Database (NoSQL) as Managed Services	Scalable NoSQL DB as Managed Service 1) Automated replication/Automatic failover to another Zone and region 2) Automated Backup 3) Multi -AZs HA architecture	Storage – 500GB, Number of writes / Second: 1000, Number of reads / Second: 2000, Backup - 30 days	Monthly	4	Monthly*36		
Sub Total of C. Managed DB - Native Managed services by CSP for a period of 3 Years [C]								
D: Other CSP Managed/ Additional Services/ Network/ Backup/ Security								
D.1	CSP native Container Registry	Container Registry allows you to build, store, and manage container images and artifacts in a private registry for all types of containers.	Container Registry – 100 GB/Month	100 GB/Month	1	Monthly*36		
D.2	Managed Kubernetes (Production Grade, SLA Backed)	Container Orchestration service to deploy, scale and manage container-based applications in a	Fully Automated highly available & scalable managed	Monthly	2	Monthly*36		

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours / utilization for three (03) years	Rate for specifications (As per CSP public listing pricing*)	Public URL Link with Service Configuration
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]
		cluster environment. Should support service mesh for observability, network and security.	Kubernetes Cluster / Month					
D.3	Cloud Management and Monitoring	Monitoring, Logging & Alerts for cloud resources	Monitoring and observability service, with data and actionable insights to monitor applications, respond to system- wide performance changes, optimize resource utilization, and a unified view of operational health.	Logs of 1000 GB per month.	1	Monthly*36		
D.4	DevOps and Application	CI/CD Pipeline (Should provide a fully managed	Continuous Integration and	Per month	3	Monthly*36		

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours / utilization for three (03) years	Rate for specifications (As per CSP public listing pricing*)	Public URL Link with Service Configuration
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]
	Monitoring	build service that supports continuous integration and deployment.)	Code Deployment Pipelines with min 5 users					
D.5			Build Minutes [Min 4 vCPU; 8GB RAM build server]	100 hrs/Per month	2	Monthly*36		
D.6	CSP Natively Managed Application Load balancer (L7)	Managed service to provide automated traffic distribution from one entry point to multiple back ends over layer 7	Should provide an Application Gateway as an external facing layer 7 load balancer which supports SSL termination, cookie-based session affinity and round robin for load-balancing traffic. Load Balancers with data being	Per month	2	Monthly*36		

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours / utilization for three (03) years	Rate for specifications (As per CSP public listing pricing*)	Public URL Link with Service Configuration
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]
			processed up to 1TB/month					
D.7	Single domain SSL Certificate	Secure Socket Layer certs for Domain names	Provision of Domain SSL Certs. Auto renewal of SSL certificates (Valid for duration of the contract)	Monthly	6	Monthly*36		
D.8	Wildcard SSL Certificates	Wildcard Secure Socket Layer certs for Domain names	Provision of Domain SSL Certs. Auto renewal of SSL certificates (Valid for duration of the contract)	Monthly	1	Monthly*36		
D.9	CSP Natively Managed TCP Load balancer(L3/L4)	Managed service to handle high volumes of TCP traffic	Load Balancers with data being processed up to 1TB/month	Per month	2	Monthly*36		
D.10	NAT Gateway	Managed NAT Gateway for outbound Internet	100 GB of data Processed/Mont	Per month	2	Monthly*36		

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours / utilization for three (03) years	Rate for specifications (As per CSP public listing pricing*)	Public URL Link with Service Configuration
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]
		Access for Private Instances	h					
D.11	Backup as Service	Full managed backup service	Back up key data stores, such as volumes, databases, and file systems, across cloud resources, Policy based Centralize & automated data protection management and Backup role-based access control, Backup activity monitoring	per TB / per month	2	Monthly*36		
D.12	Domain Name System (DNS)	Managed DNS service that supports all common DNS record types with following features:	Per Domain Name per month	With 5 Hosted Zone and 50 Million Queries	4	Monthly*36		

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours / utilization for three (03) years	Rate for specifications (As per CSP public listing pricing*)	Public URL Link with Service Configuration
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]
		- Weighted round robin (WRR) routing policy - Geofenced routing policy - Failover routing policy						
D.13	Data transfer /Egress over the Internet	Data Transfer Egress from Compute, database, Object Storage etc. over the Internet	Data transfer out per month	Per GB	1000	Monthly*36		
D.14	Direct Connect / Interconnect to connect MPLS/ Lease Line to cloud	Interconnect Port with capacity of 1 Gbps	Link termination inside a VPC	Per Port	1	Monthly*36		
D.15	Messaging services / SMS Gateway with setup cost (for alerts and notifications including transactional and promotional SMSs)	Should provide a managed messaging/ SMS services for notification and communication while able to send messages/ SMSs in Unicode and Local languages. .	Bulk messaging / SMSs including integration with the current application.	Per Message/ SMS	100000	Monthly*36		
D.16	Static Public IP	Static Public IP for VMs and LBs	Per Public IP	Monthly	8	Monthly*36		

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours / utilization for three (03) years	Rate for specificat ions (As per CSP public listing pricing*)	Public URL Link with Service Configur ation
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]
D.17	SIEM Enterprise solution	Raw log information for building detection capability, improving risk analytics, and extending logs for investigating.	Ingestion in GB	Monthly Per GB	1000	Monthly*36		
D.18	Cloud Posture Management	Identify cloud misconfigurations, software vulnerabilities, and compliance violations and get visibility of cloud assets and resources on single Dashboard	Centralised Threats and Vulnerabilities reporting on Single Dashboard	Events or cloud operation analysed/mont h	3000	Event/cloud operation per month*36		
D.19	DDoS Protection and WAF	Web Application Firewall	To protect Layer7 application attacks like SQL Injection with 10 WAF Rules	1 Million Request/ Month.	2	Monthly*36		
D.20	Network Firewall – Cloud NGFW	CSP Managed Network Firewall - IPDS NGFW with Transport Layer Security (TLS) interception and decryption	Managed Network Firewall with intrusion detection / prevention	Monthly	4	Monthly*36		

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours / utilization for three (03) years	Rate for specifications (As per CSP public listing pricing*)	Public URL Link with Service Configuration
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]
			system. Each firewall endpoint will process 50 Terabyte of traffic /50 TB data processed per month, the Billing will be based on the actual consumption					
Sub Total of D: Other CSP Managed/ Additional Services/ Network/ Backup/ Security for a period of 3 Years [D]								
E: CSP Managed AI/ML & Data Warehouse Platform								
E.1	ML Notebook	Fully managed Notebook IDE - Fully Managed & collaborative Jupyter Notebook - to perform all ML development steps (Prepare, build, Train & Deploy) from a single Web based visual interface.	Node Size 16 vCPU 64 GB RAM	Hourly	2	730*6		

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours / utilization for three (03) years	Rate for specifications (As per CSP public listing pricing*)	Public URL Link with Service Configuration
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]
E.2	ML Inference	Real Time Inference	Node Size 16 vCPU 64 GB RAM	Hourly	2	730*12		
Sub Total of E: CSP Managed AI/ML & Data Warehouse Platform for a period of 3 Years [E]								
F: Generative AI As Service								
F.1	Translation	Text Translation - CHAR	Text Translation (characters) in Million	million/Month	1	Monthly*30		
F.2	Enterprise Chat bot	Peak requests per day - Text	Number of requests per month	Request/Month	1000000	Monthly*30		
Sub Total of F: Generative AI As Service for a period of 3 Years [F]								
G. Support Services								
G.1	Basic Support cost of MSP for comprehensive managed services, including but not limited to setup, deployment, maintenance, monitoring, and all activities required to successfully host,	24x7 phone, email, and chat access to NAFED by Cloud Support Engineers of MSP with unlimited cases per month. MSP support should offer architecture and scaling guidance and operational support during the preparation and		Man-month (excl. GST)	1	Monthly*36		

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours / utilization for three (03) years	Rate for specifications (As per CSP public listing pricing*)	Public URL Link with Service Configuration
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]
	maintain and operate all cloud workloads of the e-Auction portal effectively.	execution						
G.2	Direct CSP Support	CSP support to include less than 60 min response time for business- critical incidents. CSP support should be available for the entire contract period. CSP support should offer Interoperability and configuration guidance and troubleshooting		Man-month (excl. GST)	1	Monthly*36		
G.3	Dedicated Technical Resource Deployed at NAFED during the 1st year of contract period.	To support preparation of technical solution and proposals based on the NAFED requirements.		Man-Month (excl. GST)	1	Quarterly*4		

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours / utilization for three (03) years	Rate for specifications (As per CSP public listing pricing*)	Public URL Link with Service Configuration
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]
		Technical person to have skillsets in networking, Linux OS management, Managing VMs, experience in managing and monitoring different cloud platforms, integration of cloud services with applications, Cloud security, VM Backup policies, Setup and managing Disaster Recovery services, Upscaling (vertical and horizontal), Downscaling (vertical and horizontal) and auto scale of VMs (vertical and horizontal) and Migration of existing infrastructure to different clouds						

Note: All cloud services/ line items (VMs, Storage, etc.) mentioned above, shall be inclusive of all associated miscellaneous services, if any, required for their smooth operations/ running throughout the contract period. (For e.g., towards DNS setup, disk mount/unmount, read/write operations, PUT/ COPY/ POST/

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours / utilization for three (03) years	Rate for specifications (As per CSP public listing pricing*)	Public URL Link with Service Configuration
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]
LIST/ archival and/or any other such misc. services which does not form a considerable amount on BOM/BOQ). NAFED shall not provide any additional charges for/towards such misc. services.								

8. Detailed Scope of Work

The e-Auction application/ portal development project aims to design, develop, and implement a comprehensive web portal that provides users with seamless access to services for conducting e-Auctions for different agricultural/ horticultural commodities, manage pre- and post-auction data, and resources in a user-friendly, scalable, and secure environment.

As the number of applications is increasing day by day, NAFED plans to host new applications on the cloud and use the state-of-the-art technology to take advantage of upscaling, downscaling and other benefits of cloud technology and operation downtime up to 4 hours may be given. The project is to be executed for a period of 3 years initially, which can be extended further for another 2 years on a yearly basis on the same terms and conditions on mutual agreement.

8.1 E-Auction Application

NAFED is going to develop the e-Auction application using below technology/Services:

- Node.js, Angular.js, MySQL and other open-source stacks
- JWT & Role-Based Access Control for Authentication and Authorization Services
- Restful APIs for communication and Integration
- Docker or Kubernetes for CI/CD tools
- Load balancers
- Storage
- CDN (Content Delivery Network) Services

As a part of the scope,

a) The Bidder shall be responsible for providing the required (or) equivalent cloud services and optionally other services (mentioned in this document in various clauses) as per the work order placed by the NAFED and as per the prices discovered through this RFP or as revised downward from time to time.

b) The Bidder should provide at least one dedicated technical resource to NAFED for preparing the technical solution and proposals based on the NAFED requirement. Technical resource must have skillsets of networking, Linux OS management, Managing Virtual Machine, experience in managing and monitoring different cloud platforms, integration of cloud services with applications, Cloud security, Virtual Machine Backup policies, Setup and managing Disaster Recovery services, Upscaling (vertical and horizontal), Downscaling (vertical and horizontal) and auto scale of Virtual Machines (vertical and horizontal) and Migration of existing infrastructure to different clouds.

c) NAFED requires server, storage, database, network bandwidth, and relevant operating system and other services like SMS gateway on a fully secured cloud environment designed in such a way that guarantee zero data loss. The servers where applications will be hosted could be anywhere in India but not outside India. This means the data hosted by NAFED should never cross the Indian shores.

d) Bidder/CSP shall provide inter-operability support with regards to available APIs, data portability etc. for NAFED to utilize in case of change of cloud service provider, migration back to in-house infrastructure, burst to a different cloud service provider for a short duration or availing backup or DR services from a different service provider.

e) The proposed application cloud environment should provide flexibility to scale the environment horizontally & vertically by adding more Virtual Machines of the same configuration or

increasing/decreasing the configuration of the Virtual Machines to a load-balanced pool. It should be possible to scale the solution horizontally at any time, without prior notification to the Bidder or its CSP. It should be possible to automate this process of scaling up and down automatically.

f) The Bidder/CSP should provide all variants of cloud service as mentioned Indicative Bill of Material as per **Section 6.2.7**/Financial Bid Format in Annexure-IX.

g) The Bidder must initiate the services within 72 hours of placing of work order.

h) The Bidder would be required to create and maintain a Helpdesk / telephonic number and email-based ticketing system that will resolve problems and answer queries related to the work order. The supplier shall provide the single point of contact for any support request of the NAFED on 24 x 7 x 365 basis.

i) All terms and conditions of the CSP's empanelment with MeitY are automatically applicable to this RFP and the contract thereof.

j) It should be possible at any time to move the Cloud Virtual Machines to NAFED Data Centre/any other CSP environment if required. The mechanism and technical requirements for achieving this should be well documented.

k) DR site should not be in the same premises as the DC site. Both DR and DC sites should lie within India in line with the best Practices as per MeitY guidelines.

l) The SLAs and Penalties would be applicable as per the clause SLA and Penalties.

m) For all the cloud services being quoted, the bidder has to ensure that all software being offered is genuine and complies with the licensing policy of the software OEM.

n) The VM should have license cost inbuilt. (NAFED does not intend to pay additional cost for licenses).

8.2   Ownership of Cloud/SMS Gateway Account

a) The cloud service account /SMS services account shall be owned by NAFED and bidder must setup these with NAFED credentials.

b) Necessary documentation for set-up of cloud account shall be provided by bidder.

c) The credentials of cloud hosting account shall be shared with NAFED as and when required by NAFED.

d) The bidder shall be responsible for managing the cloud/SMS infrastructure during the contract period.

8.3   Scale-up and scale-down of resources

a) Due care would be taken by the NAFED in deciding the resources and services needed for every requirement. However, the need for increasing or decreasing the resources and services cannot be ruled out. Accordingly, the NAFED may scale-down the resources or scale-up the resources as per their requirement, subject to below mentioned clauses.

b) All resources can be scaled up or down without any restrictions except the committed resources. The charges for the replaced resource would be paid till they have been used. Similarly, the charges for additional resources will also be payable from the time they are put into service, as per the rates provided by the Bidder or as revised from time to time

c) Scale up and down of Virtual Machine as per the NAFED requirements.

d) The invoices by the Bidder should clearly indicate such scaling of resources.

e) A prior intimation through mail or letter by Client shall be provided to the Bidder whenever scale-down or scale-up (including auto scaling) of resources takes place.

f) If there is any deviation in the services that are in the work order, then the client and the Bidder should inform NAFED before using any extra services that are nor present in work order.

g) The prices with the scaled-up or scaled-down resources would be reflected in all future invoices.

h) The Bidder, in consultation with the NAFED, will strive to optimize the provisioned resources by understanding the usage patterns and recommending termination of the under-utilized instances through continuous optimization. The Bidder/ CSP is required to give timely suggestions for achieving such optimizations.

i) NAFED may also discuss the possibilities of application re-engineering using advanced cloud features (e.g., auto-scaling, content delivery network) and additional PaaS services where possible to get further cost optimizations (e.g., Move large blob object and media files to Object storage and store a pointer in your existing database; migrate archival data to cold storage, etc)

8.4 Disaster Recovery Services

The supplier shall provide different type of Disaster Recovery on need basis for business continuity and disaster recovery services to meet the RPO and RTO as per the service levels. In case the primary environment goes down, the Supplier shall scale up the DR environment for the services to be delivered without any effect on the performance. DR should be provided by the CSP. DR Drill may be conducted on a need basis. The following should be followed:

Recovery Time Objective (RTO)	Measured during the regular planned or unplanned (outage) Change over from DC to DR or vice versa.	RTO <= 4 hours
Recovery Point Objective (RPO)	Measured during the regular planned or unplanned (outage) Change over from DC to DR or vice versa.	RPO near zero

8.5 Cloud Managed Services

a) Selected Bidder/service provider should have to configure, manage, secure, and maintain all cloud services except developing the application.

b) The scope of Cloud Managed Services includes the following: -

- **Resource Management:** Adequately size the necessary compute, storage and other cloud services required, building the redundancy into the architecture and load balancing to meet the service levels. Based on the growth in the user load (peak and non-peak periods; year-on-year increase), will scale up or scale down the compute and storage as per the performance requirements of the solution. The scaling up / scaling down (beyond the auto-scaling limits or whenever the auto-scaling limits have to be changed) has to be carried out with prior approval by NAFED.

- **Patch & Configuration Management (Remote OS Administration):** Manage the instances of compute, storage, and network environments. This includes department-owned & installed operating systems and other system software deployed by the Supplier.

- **User Administration:** Implement Identity and Access Management (IAM) that properly separates users by their identified roles and responsibilities, thereby establishing least privilege and ensuring that users have only the permissions necessary to perform their assigned tasks. Implement multi-factor authentication (MFA).

- **Security Administration:** Configure, monitor and regularly review the security services /configurations for the workloads deployed on Cloud. Monitor the environment for unauthorized activity/access to the systems and conduct regular vulnerability scanning and penetration testing of the systems.

- **Monitoring Performance and Service Levels:** Provide and implement tools and processes for monitoring the availability of assigned applications, responding to system outages with troubleshooting activities designed to identify and mitigate operational issues.

- **Backup:** Bidder will Configure, schedule, monitor and manage backups of all the data including but not limited to files, images and databases as per the policy (Monthly full backup, weekly full backup and daily incremental backup with retention period of 1 months) finalized by NAFED Restore from the backup where required.

- **Training:** Provide training to the officials of the NAFED on request. The training may be provided online or offline as per the requirements of the NAFED. The infrastructure for the offline training will be provided by the NAFED.

- **Support for third party audits:** Enable the logs and monitoring as required to support third-party audits.

- **Messaging Service/SMS Gateway:** The bidder shall provide Messaging/ SMS gateway services (for alerts, notifications and communication including transactional and promotional SMSs) with following features:

    i. The Bidder will be responsible for provisioning of required infrastructure/ services for (SMS Gateway/ Messaging Services) may or may not be from the CSP, for sending alerts/ notification and OTPs originating from NAFED Applications, including transactional and promotional SMSs, etc.

    ii. SMS Gateway should enable NAFED to send SMS communications, in the tune of volume of lakhs SMS per year, to a specified list of mobile numbers, as may be registered in the NAFED applications.

    iii. SMS Gateway service must be able seamlessly integrate with the existing SMS infrastructure and the proposed cloud environment, ensuring that the gateway supports API-based integration and complies with applicable regulatory guidelines (e.g., TRAI/DLT in India).

    iv. Bidder must provide necessary technical support and documentation for integration and configuration, and shall ensure delivery tracking, and reporting features as part of the SMS gateway service.

    v. The bidder should provide support for SMS gateway and NAFEDs DLT account created on the DLT portal of the telecom service provider, for registration of SMS templates, consent, header etc.

    vi. All required security settings must be checked and completed by MSP to ensure smooth and timely delivery of SMS.

    vii. The SMS gateway needs to have 24x7x365 availability.

    viii. The SMS gateway should provide acknowledgement for delivery of each SMS messages.

ix. The SMS gateway should be able to send long messages (SMS messages of length more than 160 characters).

x. The SMS gateway should be able to send messages/ SMSs in Unicode and Local languages.

xi. The bidder should propose SMS gateway solution from SMSCs directly. The bidder should not propose SMS gateway services from Re-sellers of SMS Gateway Services.

xii. The bidder should be capable of providing real time automatic delivery report/acknowledgement for last mile delivery (on the mobile handset of the customer/end user) of each SMS Alert along with status and time stamp.

xiii. Successful bidder must not reveal the contents of SMS to any other person, other than the intended recipient.

xiv. SMS Gateway Service offered should have the functionality to export SMS sent, delivery status based on filter criteria like mobile no., date period, status etc in excel/csv format.

xv. The Bidder will not change the content of the message, the originating party addresses or the destination party

xvi. The message should be delivered to correct mobile Number.

xvii. The bidder should deliver messages to the subscribers of all service providers in India.

xviii. The bidder should be able to comply with latest regulations/guidelines issued by TRAI. Also, the bidder should be able to comply with all future changes effected by TRAI or any other statutory body. It is the responsibility of the Bidder to change/ upgrade/ customize the infrastructure from time to time for ensuring the compliance to statutory body or TRAI at no extra cost during the contract period.

xix. The transactional SMS must be delivered to recipient with 15 seconds.

xx. The promotional SMS must be delivered to recipient with 60 seconds.

xxi. If required any, it will be the responsibility of the Bidder to obtain necessary approvals for providing the facility from TRAI or other statute.

- Provide regular reporting to the NAFED Security assessment report for security configuration gaps and possible improvements to the security and compliance of cloud services every quarter. In case any gaps/scope for improvement are identified, the same needs to be discussed with the NAFED and resolved in mutual consultation with the NAFED, either as fixed and hence no longer a gap or acceptable risk and hence no further action required.

- NAFED reserves the right to issue a separate work order in the future to the selected Managed Service Provider (MSP) for managing additional cloud workloads or extending the scope of existing services. In such a case, the MSP shall honour the spirit of continuity and ensure that the commercial quotation reflects discounted pricing, taking into account the current award and long-term association with the department. This provision does not bind the department to any future commitment but establishes the expectation that any future engagement shall be priced competitively and favourably in light of the existing relationship.

- For the purpose of sizing and resource allocation, the bidder shall follow a standard ratio of 1 physical CPU core = 2 virtual CPUs (vCPUs). All resource planning, provisioning, and

billing must adhere to this conversion ratio to ensure consistency and clarity in infrastructure sizing.

8.6 Cloud Advisory Service

a) **Advise** on optimal operational practices, recommend deployment architectures for cloud infrastructures, design and implement automated scaling processes, day-to-day and emergency procedures, deploy and monitor underlying cloud services, performance reporting and metrics, and ensure the overall reliability and responsive operation of the underlying cloud services through both proactive planning and rapid situational response

b) **Cloud Optimization Services:** Most public cloud users pay more than what they utilize. The cost can be reduced by optimizing the infrastructure utilization. Each component of Cloud server, storage, tools and other services has to be reviewed. Integrating Cloud Optimization services will allow the TCO to be brought down overall. The cost can be reduced without compromising on availability and performance. The Bidder will provide cost optimization methods of the solution by studying the current utilization.

c) **Cloud Security Audit Services:** The Bidder will Identify the potential security vulnerabilities. how to prevent future attacks using audit tools. Suggest and develop strategies for protection from attacks and take measures against potential failures, by using trending security and monitoring tools with proficient automation at the cloud infrastructure level.

8.7 Cloud Capacity Building Services

a) The Bidder will provide online and offline training on cloud services to technical staff.

b) The Bidder will take attendance and feedback after the training.

9. Responsibilities of Bidder(MSP)/CSP including Security Requirements

a) The bidder shall be responsible for setting up, installing, configuration, management, upgradation, and migration of application servers, database servers/storage.

b) Maintain and manage the required network components for the cloud services procured by NAFED. Setup and configure the VMs, storage, Network, Database etc. at DR site meeting RPO and RTO requirements of NAFED Service provider shall provide access to logs for analysis.

c) The bidder/CSP shall not delete any data without approval of NAFED during the period of the Contract and will not delete any data after the expiry of the Contract without written approval from NAFED.

d) The bidder/CSP shall be responsible for implementation, management and monitoring of DDOS, IPS, IDS Services, etc., as per best practice and industry standards

e) The bidder/CSP will implement anti-malware and conduct regular vulnerability scanning and penetration testing of systems and infrastructure as per MeitY guidelines.

f) The bidder/CSP shall have Public Services in the DMZ zone and High Security Services in the MZ Zone.

g) The bidder/CSP shall configure external connections to the hosting infrastructure required to upload the database/files, etc.

h) The bidder/CSP is expected to understand the complete architecture of existing applications and processes necessary for the smooth migration of applications and databases, including interdependencies between applications and data, if any.

i) The bidder/CSP shall be responsible for the deployment of Security patches on Hardware and Software.

j) The bidder/CSP shall be responsible for migrating to the cloud and managing the cloud services, if any.

k) The bidder/CSP shall be responsible for monitoring the cloud services and ensuring 99.9% uptime of all services as per the agreement.

l) The bidder/CSP shall be responsible for establishing VPN Site to Site connectivity between NAFED's premises to the cloud DC and DR site.

m) Deployment of New Applications on cloud, security administration, planning and implementation of cloud management and monitoring portals for complete infrastructure and services procured. (Deployment charges shall not be paid by NAFED)

n) Bidder shall be responsible for monitoring and reporting services.

o) Bidder should be able to provide actual usage statistics of all cloud services utilised by NAFED such as VMs, storage, database, network, security, email/SMS alerts services, etc. on the frequency as required by NAFED viz. hourly/ day-to-day/ monthly/ quarterly basis.

p) Bidder shall provide at least one (01) proposed Cloud Certified engineer/cloud professional initially for one year on-site at NAFED Headquarters. Technical resource must have skillsets of networking, Linux OS management, Managing Virtual Machine, experience in managing and monitoring different cloud platforms, integration of cloud services with applications, Cloud security, Virtual Machine Backup policies, Setup and managing Disaster Recovery services, Upscaling, Downscaling and auto scale of Virtual Machines and Migration of existing infrastructure to different clouds.

q) Provide access to NAFED for installation/commissioning and management of Virtual Machines.

r) Provisioning of scalable storage capacity as per the requirements of NAFED and availability of such services as per the agreement.

s) The bidder/CSP shall ensure the committed time taken for the restoration of data from Backup as claimed.

t) The bidder/CSP should ensure and meet all standard data formats for data transfer /portability from cloud to NAFED machines and vice-versa.

u) The bidder/CSP shall demonstrate/Submit documentary proof for POC (Proof of Capability) as part of technical evaluation to understand the key features such as AUTO Scale up/down, Security protocols, Denial of Service (DoS, DDoS) attack), management and administration and audit capabilities of offerings, setting up of DR facilities, etc.

v) The bidder/CSP shall provide interoperability support with regard to APIs and Data Portability.

w) The bidder/CSP shall be responsible for the security of Facilities, Physical Security of Hardware, Network infrastructure and virtualization Infrastructure.

x) The Bidder/Cloud Service provider shall be responsible for any Risk Management and planning, or issues related to the migration of data from DC to DR.

y) The bidder/CSP shall be responsible for managing services provided by third-party vendors.

z) The bidder/CSP shall work out a migration plan for the co-existence of non-cloud and cloud architecture during and after the migration period in close coordination with NAFED, if any.

aa) The bidder/CSP shall provide necessary training to NAFED or its Systems Integrator on the management of cloud VMs.

bb) The bidder/CSP shall provide necessary technical documentations, design documentations, standard Operating Procedures (SOPs) required for operations and management of services.

cc) All risk management related to migration, the migration plan shall be jointly worked out with NAFED and the Bidder/ Cloud Service Provider.

dd) The bidder/CSP shall have the provision to provide and support additional VM requirements and related services.

ee) The bidder/CSP shall assist NAFED in planning for capacity building to meet growth and peak load assessment at the end of first year to ensure future requirements of NETF are addressed.

ff) The bidder/CSP shall provide necessary details, including sizing, current loads, utilization, expected growth/demand and other details for scale up/scale down at the end of the first year in close coordination with NAFED.

gg) The bidder/CSP shall provide Annual Technical Support from OEM under (Software procured as PaaS) during the entire period of the Contract.

hh) NAFED and the bidder/CSP shall jointly work out multi-factor authentication for the root account as well as any other privileged identity and access account associated with it.

ii) The bidder/CSP shall be responsible for the implementation of tools and processes for monitoring the availability of applications, responding to system troubleshooting.

jj) Monitoring of performance, resource utilization and other events such as failure of services, degradation of services, availability of network, storage, Database systems, OS, etc.

kk) Provide the relevant reports, including real-time as well as past data/reports on the dashboard.

ll) The bidder/CSP shall be responsible for the conduct of DR Drills and follow Standard Operating Procedures (SOP) and inform NAFED in advance of such drills conducted twice a year, normally, with 15 days' prior notice.

mm) There should not be any data loss during backup from DC to DR.

nn) The bidder/CSP shall monitor Internet Links, MPLS -VPN, including bandwidth, data transfer, response time and packet loss and perform corrective measures.

oo) After the implementation of the exit process, the bidder/CSP shall delete/remove VMs, contents and data with express approval of NAFED and ensure data cannot be forensically recovered and intimation of compliance thereafter.

pp) The bidder/CSP will train and transfer the knowledge to the replacement agency or NAFED to ensure continuity and performance of services post expiry of the Contract.

10. Project Timeline and Payment Terms

a) Project Timeline:

The project will be implemented in two phases, which are as below:

(i) **Development Phase:** The cloud resources needed for development phase needs to be allocated and configured. This needs to be done within 2 days of placing the request by the NAFED or its technical team.

(ii) **Production Phase:** The cloud resources needed for the production phase need to be allocated and configured. This needs to be done within a week of placing the request by the NAFED or its technical team.

b) Payment Terms:

(i) Payment to the MSP shall be made in Indian Rupees (INR) through account payee cheque/ NEFT/ RTGS, on a quarterly basis.

(ii) The invoices shall be raised only using the GST No. of NAFED.

(iii) The invoices must be based on work order/s (or any amendments thereof) issued by NAFED.

(iv) The invoices must be based on resources actually consumed (pay as you go) only.

(v) The invoices should be separately generated for each work order for the particular payment period.

(vi) The bidder needs to submit to NAFED the following supporting documents with the invoice:

- Detailed usage report (Utilization Report) providing details of the consumption of the individual services during the payment period
- SLA measurement report.

(vii) NAFED, along with its technical team, will report the SLA breaches (if any) to deduct the payment against the work order. The Bidder shall cooperate and support the NAFED or its technical team in clarifying the reasons for non-compliance with the SLA.

(viii) Payments shall be subject to deductions/damages/penalties of any amount for which the Bidder is liable under the contract. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) at the rate applicable from time to time as per the Income-Tax Act, 1961 and any other applicable deductions/ taxes.

c) Payment Schedule:

a) The successful Bidder (MSP) shall generate monthly usage/consumption report (itemised report) at the end of each month, reflecting the actual items/cloud services/resources consumed by NAFED, along with the public price downloaded from the CSP portal (if available)

b) The Bidder (MSP) shall raise quarterly GST invoice in INR to NAFED towards the actual items/services and quantities consumed on cloud including their setup, maintenance and management cost, and other support services actually provided which may vary from the indicative BOQ/BOM provided in this RFP.

S. No.	Payment Towards	Payment milestone	Payment
1	Cloud resources and services (including setup and managed services cost)	Post Go-live of cloud infrastructure: Quarterly payments for actual cloud resources/ services used/ consumed by NAFED.	Quarterly
2	Support services including basic support services by MSP and direct support by CSP	Post Go-live	Quarterly
3	Dedicated technical resource deployed at NAFED during the 1st year of contract period	From the date of deployment	Quarterly

c) Bidder (MSP) shall submit a quarterly GST invoice to NAFED along with the following supporting documents (for each month of the quarter):

(i) CSPs Monthly usage/consumption report along with the public price downloaded from the CSP portal.

(ii) Monthly usage/consumption report for actual service and quantities utilized, jointly signed by bidder (MSP) and NAFED.

(iii) Monthly SLA penalty calculation Sheet in INR, including detailed SLA Report, generated from automated SLA monitoring tool, showing Service Level Objective, Service Level Requirements and actual Service Level Availability achieved, jointly signed by Contractor and Purchaser.

(iv) Calculation Sheet for recoveries on account of Liquidated Damages on account of delay.

(v) Monthly report of actual support services (basic support and direct CSP support) provided to NAFED.

(vi) Monthly attendance sheet of the dedicated technical resource deployed at NAFED during the 1st year of contract period.

(vii) Any other supporting document as may be required/ specified by NAFED at a later stage.

11. Service Level Agreement (SLA)

The key service level objectives that relate to the cloud services and the related aspects of the interface between NAFED and the bidder/MSP are indicated below:

a) The SLA parameters shall be monitored on a monthly/quarterly basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of NAFED, then the NAFED will have the right to take appropriate disciplinary actions including termination of the contract.

b) The full set of service level reports should be available to the NAFED on a monthly/quarterly basis or based on the project requirements.

c) In case these service levels cannot be achieved at service levels defined in the agreement, NAFED shall invoke the performance related penalties. Payments to the Bidder will be linked to compliance with the SLA metrics laid down in the agreement.

d) In case multiple SLA violations occur due to the same root cause or incident then the SLA that incurs the maximum penalty may be considered for penalty calculation rather than a sum of penalties for the applicable SLA violations.

e) GST as applicable shall be charged on the Penalties on SLA's.

f) Penalties shall not exceed 100% of the monthly/ quarterly bill. If the penalties exceed more than 50% of the total monthly/quarterly bill, it will result in a material breach. In case of a material breach, the Bidder will be given a cure period of one month to rectify the breach failing which a notice to terminate may be issued by the NAFED.

S. No.	Service Level Objective	Measurement Methodology	Target/ Service Level	Penalty
1.	Availability/ Uptime of cloud services	Availability (as per the definition in the SLA)	Availability for each of the provisioned resources: >=99.5%	Default on any one or more of the provisioned resources will attract a penalty as indicated below. <99.5% & >= 99.25% - 5% of the Monthly/ quarterly Payment < 99.25% and >= 99.00% - 10% of the Monthly/quarterly Payment <99.00% - 15% of the Monthly/ quarterly Payment - In case the services are not available for a continuous period of 8 Business Hours on any day, a penalty shall be 100% of the Monthly/Quarterly Payment of the Project.
2.	Support Channels – Incident and	Average Time taken to acknowledge and	95% within 15 minutes	< 95% - 1% of the Monthly/ quarterly Payment for each percentage drop below 95%

S. No.	Service Level Objective	Measurement Methodology	Target/ Service Level	Penalty
	Helpdesk - Response time	respond, once a ticket/ incident is logged through one of the agreed channels. This is calculated for all tickets /incidents reported within the reporting month.		
3	Availability of regular reports (SLA , Cloud Services Consumption, Monitoring, Billing and Invoicing, Security, & Project Progress)	Regular reports should be submitted to the Government dept. within 5 working days from the end of the month.	Regular reports should be submitted to the Government dept. within 5 working days from the end of the month.	Penalty as indicated below (per occurrence): • <11 working days to >= 6 working days – 0.5% of Monthly/Quarterly Payment for the Project • <16 working days to >= 11 working days - 1% of Monthly/Quarterly Payment for the Project • For the delay beyond 15 days, penalty of 2% of the Monthly/Quarterly Payment for the Project
4	Percentage of timely vulnerability reports	Percentage of timely vulnerability reports shared by CSP/MSP with NAFED within 5 working days of vulnerability identification. Measurement period is calendar month.	Percentage of timely vulnerability reports shared with Government Dept. within 5 working days of vulnerability identification>= 99.95%	Penalty as indicated below (per occurrence): • <99.95% to >= 99.00% - 10% of Quarterly Payment for the Project • <99.00% to >= 98.00% - 20% of Quarterly Payment for the Project • <98% - 30% of Quarterly Payment for the Project
5	Percentage of timely vulnerability corrections	Percentage of timely vulnerability corrections performed by CSP/ MSP. a) High Severity - Perform vulnerability correction within 30 days of vulnerability identification. b) Medium Severity - Perform	Maintain 99.95% service level	Penalty as indicated below (per occurrence): • <99.95% to >= 99.00% - 10% of Quarterly Payment for the Project • <99.00% to >= 98.00% - 20% of Quarterly Payment for the Project • <98% - 30% of Quarterly Payment for the Project

S. No.	Service Level Objective	Measurement Methodology	Target/ Service Level	Penalty
		vulnerability correction within 60 days of vulnerability identification. c) Low Severity - Perform vulnerability correction within 90 days of vulnerability identification. Measurement period is calendar month		
6	Security breach including Data Theft/ Loss/ Corruption	Any incident wherein system including all cloud based services and components are compromised or any case wherein data theft occurs (includes incidents pertaining to CSPs only)	No breach	For each breach/data theft, penalty will be levied as per following criteria. - Severity 1 (as define in Annexure XIV) - Penalty of Rs. 10 Lakh per incident. - Severity 2 (as define in Annexure XIV) - Penalty of Rs 7 Lakh per incident. - Severity 3 (as define in Annexure XIV) - Penalty of Rs 5 Lakh per incident. These penalties will not be part of overall SLA penalties cap per month. In case of serious breach of security wherein the data is stolen or corrupted, NAFED reserves the right to terminate the contract.
7	Security Incident (Malware Attack/ Denial of Service Attack/ Data Theft/ Loss of data/ Intrusion or Defacement) Applicable on the CSP's	Security incidents could consist of any of the following: Malware Attack: This shall include Malicious code infection of any of the resources, including physical and virtual	a) Any Denial of service attack shall not lead to complete service non-availability. b) Zero Malware attack / Denial of Service attack /	For each occurrence of any of the attacks (Malware attack / Denial of Service attack / Intrusion / Data Theft), 10% of the Quarterly Payment of the Project

S. No.	Service Level Objective	Measurement Methodology	Target/ Service Level	Penalty
	underlying infrastructure	infrastructure and applications. Denial of Service Attack: This shall include non-availability of any of the Cloud Service due to attacks that consume related resources. The Service Provider shall be responsible for monitoring, detecting and resolving all Denial of Service (DoS) attacks. Intrusion: Successful unauthorized access to system, resulting in loss of confidentiality/ Integrity/availability of data. The Service Provider shall be responsible for monitoring, detecting and resolving all security related intrusions on the network using an Intrusion Prevention device.	Intrusion / Data Theft	
8	Response Time under Basic Support (As defined under cloud service bouquet)	Average Time taken to acknowledge and respond, once a ticket/incident is logged through one of the agreed channels. This is calculated for all tickets/incidents	95% within 60 minutes	• <95% to >= 90.00% - 5% of Quarterly Payment of Basic Support service • <90% to >= 85.00% - 7% of Quarterly Payment of Basic Support service • <85% to >= 80.00% - 9% of Quarterly Payment of Basic Support service • Subsequently, for every 5% drop in SLA criteria -

S. No.	Service Level Objective	Measurement Methodology	Target/ Service Level	Penalty
		reported within the reporting month.		2% of Quarterly Payment of Basic Support service
9	Percentage of timely incident report under Basic Support service(As defined under cloud service bouquet)	The defined incidents to the cloud service which are reported to the Government Dept. in a timely fashion. This is represented as a percentage by the number of defined incidents reported within 1 hr. after discovery in a month, over the total number of defined incidents to the cloud service which are reported within the month	95% of the incidents should be reported to Government Dept. within 1 Hr. of occurrence.	• <95% to >= 90.00% - 5% of Quarterly Payment of Basic Support service • <90% to >= 85.00% - 10% of Quarterly Payment of Basic Support service • <85% to >= 80.00% - 15% of Quarterly Payment of Basic Support service • Subsequently, for every 5% drop in SLA criteria - 5% of Quarterly Payment of Basic Support service
10	Support Channels – Incident and Helpdesk - Time to Resolve - Severity 1	Time taken to resolve the reported ticket/ incident from the time of logging.	For Severity 1, 99% of the incidents should be resolved within 30 minutes of problem reporting	• < 99% & >= 97% - 5% of the Monthly/ quarterly Payment • < 97% & >= 95% - 10% of the Monthly/ quarterly Payment • < 95% - 15% plus 1% of the Monthly/ quarterly Payment for each percentage drop below 95%
11	Support Channels – Incident and Helpdesk – Time to Resolve - Severity 2,3	Time taken to resolve the reported ticket/incident from the time of logging.	95% of Severity 2 within 4 hours of problem reporting AND 95% of severity 3 within 16 hours of problem reporting	• < 95% & >= 90% - 2% of the Monthly/ quarterly Payment • < 90% & >= 85% - 4% of the Monthly/ quarterly Payment • < 85% - 6% plus 1% of the Monthly/ quarterly Payment for each percentage drop below 85%
12	Recovery Time Objective	Measured during the regular	RTO <= 4 hours	• 10% of Quarterly Payment of the Project per every

S. No.	Service Level Objective	Measurement Methodology	Target/ Service Level	Penalty
	(RTO) (Applicable when taking Disaster Recovery as a Service from the Service Provider)	planned or unplanned (outage) changeover from DC to DR or vice versa.	Government Department may specify more stringent RTO based on its application requirements	additional 2 (two) hours of downtime
13	RPO (Applicable when taking Disaster Recovery as a Service from the Service Provider)	Measured during the regular planned or unplanned (outage) changeover from DC to DR or vice versa.	RPO <=0 (near zero)	• 5% of Quarterly Payment per every 30 minutes of data loss • 10% of Quarterly Payment per every additional 1 (one) hour of data loss

Note:

- **The Selected Bidder shall submit detailed reports/ log records to measure above parameters with supporting documents.**

12. Award of Contract

12.1 Notification of Award/ Letter of Intent (LoI)

NAFED will notify the successful Bidder through e-mail and letter and issue a Letter of Intent.

The Bidder achieving the highest Total Score in QCBS evaluation as per Section 6.2.3 and Section 6.2.4 shall be invited for awarding the contract. In case of a tie where two or more Bidders achieve the same highest Total Score, the Bidder with the higher Technical Score will be invited first for negotiations for awarding the contract.

The Department will issue a Letter of Intent (LOI) to the successful Bidder as per the evaluation process detailed above.

The successful Bidder should submit the Letter of Acceptance (LOA) within 15 days from the date of the LOI.

12.2 Signing of Contract

After the notification of award/LoI, the Bidder will submit a Letter of Acceptance (LoA) to NAFED within 15 days from the date of notification of award/LoI. Subsequently, an agreement shall be signed between the Successful Bidder and NAFED subject to submission of a Performance Bank Guarantee (PBG) by the Successful Bidder within 30 working days from the date of the said notification/issuance of LoI.

12.3 Performance Bank Guarantee

Within thirty (30) working days from the date of signing of the contract, the successful Bidder shall at his own expense submit an unconditional and irrevocable Performance Bank Guarantee (PBG) to the Department. This Performance Bank Guarantee shall be for an amount equivalent to 5% of the total contract value (exclusive of GST). PBG shall be invoked by the Department in the event the Bidder:

g) Fails to meet the overall condition as mentioned in the RFP or any changes mutually agreed between the parties.

h) Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of the Department as per conditions and scope mentioned in the RFP.

i) Misrepresents facts/information submitted to the Department.

The performance bank guarantee shall be valid beyond **90 days** from the completion of the contract (i.e. 39 months from the date of commencement of Services).

The performance bank guarantee shall be submitted with Structured Finance Managing System (SFMS) issued by the beneficiary bank with E-RTGS Code.

The performance bank guarantee may be discharged /returned by NAFED upon being satisfied that there has been the due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

On satisfactory performance and completion of the order in all respects and duly certified to this effect by NAFED, Certificate shall be issued and the PBG would be returned to the Bidder.

In the event of the Bidder being unable to service the contract for whatever reason(s), NAFED shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of NAFED under the contract in the matter, the proceeds of the PBG shall be payable to the Department

as compensation for any loss resulting from the bidder's failure to perform/comply with its obligations under the contract.

In case the project is extended beyond the project schedule as mentioned in RFP, the performance bank guarantee shall be accordingly extended by the Bidder till the completion of the scope of work as mentioned in the RFP.

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12.4 Failure to agree with the Terms & Conditions of this RFP

Failure of the successful Bidder to agree with the Terms & Conditions of this RFP shall constitute sufficient grounds for the annulment of the award, in which event NAFED may award the contract to the next best value Bidder or call for new bids.

In such a case, NAFED shall invoke the PBG and/or forfeit the EMD as applicable.

13. Terms and Conditions

13.1 General

While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders are free to assess and propose the solution needed to meet the requirements and project objective. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the NAFED on the basis of this RFP.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the NAFED. Any notification of preferred Bidder status by the NAFED shall not give rise to any enforceable rights by the Bidder. The NAFED may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the NAFED without giving any reason.

This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

13.2 Patents & Copyright

If a third-party claim that a product delivered by the MSP to NAFED under this project, infringes that party's patent or copyright, the Agency shall defend NAFED against that claim at Agency's expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Agency.

13.3 Governing Laws

This contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Delhi shall have exclusive jurisdiction in all matters arising under the contract. The Agency shall keep himself fully informed of all current national, state and municipal law and ordinances. The Agency shall at their own expense, obtain all necessary permits and licenses and pay all fees and taxes required by law. These will be Agency's entire obligation regarding any claim of infringement.

13.4 Force Majeure

a) The Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Supplier's fault or negligence and not foreseeable mentioned as below-

   o War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.

   o Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.

   o Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.

   o Strike, sabotage, lockout, lockdown, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, pandemics, quarantine and plague.

o Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster.

c) If a Force Majeure situation arises, the Vendor shall promptly notify the NAFED in writing of such condition and the cause thereof. Unless otherwise directed by the NAFED in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

13.5 Liquidated Damage

Subject to clause for Force Majeure if the Bidder fails to complete the project before the scheduled completion date or the extended date or if any.

a) Vendor repudiates the contract before completion of the work, NAFED at its sole discretion may without prejudice to any other right or available remedy, may recover 0.5% of the total implementation cost of the contract value per week for first 4 weeks and 1% per week for 4 subsequent weeks and 2% per week for subsequent 2 weeks as Liquidity Damages (LD) If the penalty reaches 10% of the total contract value, NAFED may invoke termination clause. LD will be addition to the any other penalty applicable during the contract period.

b) In the case it leads to termination, NAFED shall give 30 days' notice to the vendor of its intention to terminate the contract and shall so terminate the contract unless during the 30 days' notice period the vendor initiates remedial action acceptable to the NAFED.

c) The NAFED may without prejudice to its right to affect recovery by any other method deduct the amount of liquidated damages from any money belonging to the vendor in its hands (which includes the NAFED right to claim such amount against vendor's Performance Bank Guarantee) or which may become due to the vendor. Any such recovery or liquidated damages shall not in any way relieve the vendor from any of its obligations to complete the works or from any other obligations and liabilities under the Contract.

Note: Implementation cost will be derived from the Annexure – IX: Financial Proposal

13.6 Termination of Default

NAFED may without prejudice to any other remedy or right of claim for breach of contract by giving not less than 30 days written notice of default sent to the Agency, terminate the order in whole or in part. If the Agency materially fails to render any or all the services within the time period specified in the contract or any extension thereof granted by NAFED in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from NAFED. If the project delivery, commissioning as well as maintenance support is not carried out as per terms of the contract, NAFED will invoke the amount held back from the Agency as PBG. In such cases next responsive Bidder will be asked to perform the assignment for remaining period of contract at the same price through this tendering process and so on.

13.7 Bankruptcy

If the Agency becomes bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, NAFED shall be at liberty to terminate the engagement forthwith without any notice in writing to the Agency or to the liquidator or receiver or to any person in whom the Agency may become vested and without any compensation to give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by NAFED.

13.8 Indemnity and Limitation of Liability

a) The MSP hereby agrees to defend, indemnify and hold harmless NAFED against any liability, losses, damages or costs (including any legal costs) incurred or suffered by NAFED as a result of any breach, gross negligent act or omission or wilful default on the part of The Consulting Agency, or its Representatives arising either directly or indirectly from the performance (or non-performance) by The Consulting Agency or any of its Representatives of any obligations under this Agreement.

b) NAFED shall not be liable to the Consulting Agency for any special, indirect, consequential, punitive or exemplary damages, including for greater certainty any damages on account of the loss of prospective profits on anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business.

c) Notwithstanding anything mentioned anywhere, total aggregate liability of the MSP including for third party damage/claims, on account of outcome of IT services provided by The MSP, within the scope of this agreement is limited to the extent of fees paid/to be paid for the work under this agreement. The MSP's liability, if any, shall expire one year after the expiry of this agreement.

13.9 Contract Extension

a) NAFED reserves the right to extend the contract period, for a duration of 12 months at a time for an additional period of 2 years or more, subject to mutual agreement on rates. Such extension(s) shall be subject to satisfactory performance of the MSP/CSP to the satisfaction of NAFED. Further, NAFED also reserves the right to recall or terminate the contract/arrangement before the expiry of the contract period without assigning any reason whatsoever.

b) In case, NAFED identifies an alternative MSP/CSP during the contract period, the MSP/CSP engaged through this RFP should handover all the project assets and project deliverables to the new MSP/CSP and assist in the migration as per the instructions of NAFED to the new MSP/CSP for smooth functioning of the Application without any extra charge and shall provide handover support to the new MSP/CSP for the period of 2 months after the end of contract.

13.10 Travel & Lodging

The department will not pay any allowance for any visit to any outstation centre/location by the bidder to fulfil their duties as per the contract. All such expenses will be borne by. Selected Bidder. However, if such requests are made by the Department, travel and lodging reimbursement shall be provided by the Department, as per the entitlement of the Assistant Manager in the Department.

13.11 Additional Terms and Condition

The contract/agreement between successful bidder and NAFED shall be as per the clauses mentioned in this RFP. However, any additional T&C can be added in the contract agreement after mutual discussion and agreement between successful bidder and NAFED.

There may be separate legal clauses pursuant to award of work and same shall be incorporated in Service Level Agreement. Post award of work, the relationship between NAFED and successful bidder shall be governed as per Terms and Conditions of this RFP, Contract Agreement, and Service Level Agreement executed post award of work.

13.12 Applicable Law Jurisdiction and Dispute Resolution:

a. The RFP shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of New Delhi courts only.

b. The dispute between the parties post award of work shall be governed as per Service Level Agreement executed thereafter and terms and conditions written in the RFP, contract

agreement as well as Service Level Agreement shall be read in tandem with each other.

14. Roles and responsibilities of Bidder/ MSP

14.1 Resource Management

a. The bidder shall align a CSP of designated credentials.

b. The Bidder/CSP shall be responsible for setting up, installing, configuration, management, upgradation, and migration of application servers, database servers/ storage.

c. The Bidder shall understand the complete architecture of existing applications and processes necessary for the smooth migration/hosting of applications and databases, including interdependencies between applications and data, if any.

d. The bidder shall adequately size the necessary compute, memory, and storage required, building the redundancy into the architecture (including storage) and load balancing to meet the service levels (cloud services) mentioned in the RFP and the application service levels.

e. The Bidder shall configure external connections to the hosting infrastructure required to upload the database/files, etc.

f. While the initial sizing & provisioning of the underlying infrastructure (including the system software and bandwidth) may be carried out based on the information provided in the EOI, subsequently, it is expected that the MSP, based on the growth in the user load (peak and non-peak periods; year- on-year increase), will scale up or scale down the compute, memory, storage, and bandwidth requirements to support the scalability and performance requirements of the solution and meet the SLAs.

g. Shall be responsible for deployment of application(s) on cloud, security administration, planning and implementation of cloud management and monitoring portals for complete infrastructure and services procured. (Deployment charges shall not be paid by NAFED).

h. Shall be responsible for migrating NAFED applications/ data to the cloud and managing the cloud services, as may be required.

i. Bidder shall carry out the capacity planning in advance to identify & provision, where necessary, the additional capacity to meet the user growth and / or the peak load requirements to support the scalability and performance requirements of the solution.

j. Plan for capacity building to meet growth and peak load assessment at the end of first year to ensure future requirements of NETF are addressed.

k. If required, provision to provide and support additional VM requirements and related services.

l. Work out a migration plan for the co-existence of non-cloud and cloud architecture during and after the migration period in close coordination with NAFED, if any.

m. The scaling up / scaling down (beyond the auto-scaling limits or whenever the auto-scaling limits have to be changed) has to be carried out with prior approval by NAFED. The MSP shall provide the necessary details including the sizing calculations, assumptions, current workloads & utilizations, expected growth / demand and any other details justifying the request to scale up or scale down.

n. Manage the instances of storage, compute instances, and network environments. This includes department-owned & installed operating systems and other system software that are outside of the authorization boundary of the CSP. MSP is also responsible for managing specific controls relating to shared touch points within the security authorization boundary, such as establishing customized security control solutions. Examples include, but are not

limited to, configuration and patch management, vulnerability scanning, disaster recovery, and protecting   data   in   transit

o. a

p. nd at rest, host firewall management, managing credentials, identity and access management, and managing network configurations.

q. Provisioning and configuring their implementation of storage, virtual machines, and VPCs that allows for the Service Provider to launch and terminate cloud instances, change firewall parameters, and perform other management functions. Upon deployment of virtual machines, the MSP has to assume full administrator access and is responsible for performing additional configuration, patching, security hardening, vulnerability scanning, and application installation, as necessary.

r. For the underlying system software (procured under platform as a service), the MSP shall provide the Annual Technical Support (ATS) from the OEM during the entire period of the contract.

s. Maintain and manage the required network components for the cloud services procured by NAFED. Setup and configure the VMs, storage, Network, Database etc. at DR site meeting RPO and RTO requirements of NAFED Service provider shall provide access to logs for analysis.

t. Be responsible for managing services provided by third-party vendors.

u. Provide access to NAFED for installation/commissioning and management of Virtual Machines and other cloud resources/ components being utilized by NAFED.

v. Provisioning of scalable storage capacity as per the requirements of NAFED and availability of such services as per the agreement.

w. If applicable, in association with CSP, provide Annual Technical Support from the OEM under (Software procured as PaaS) during the entire period of the Contract.

x. **Technical Resource:** Bidder shall provide at least one (01) proposed Cloud Certified engineer/cloud professional initially for one year on-site at NAFED Headquarters. Technical resource must have skillsets of networking, Linux OS management, Managing Virtual Machine, experience in managing and monitoring different cloud platforms, integration of cloud services with applications, Cloud security, Virtual Machine Backup policies, Setup and managing Disaster Recovery services, Upscaling, Downscaling and auto scale of Virtual Machines and Migration of existing infrastructure to different clouds.

14.2 User Administration

a. Implement Identity and Access Management (IAM) that properly separates users by their identified roles and responsibilities, thereby establishing least privilege and ensuring that users have only the permissions necessary to perform their assigned tasks. (Only relevant if IAM is getting implemented)

b. Administration of users, identities and authorizations, properly managing the root account, as well as any Identity and Access Management (IAM) users, groups and roles they associated with the user account.

c. Implement multi-factor authentication (MFA) for the root account, as well as any privileged Identity and Access Management accounts associated with it.

14.3 Security Administration and monitoring Security Incidents

a. Appropriately configure the security groups in accordance with the NAFED's networking policies.

b. Regularly review the security group configuration and instance assignment in order to maintain a secure baseline.

c. Secure and appropriately segregate / isolate data traffic/application by functionality using DMZs, subnets etc.

d. Ensure that the cloud infrastructure and all systems hosted on it, respectively, are properly monitored for unauthorized activity.

e. Properly implementing anti-malware and host-based intrusion detection systems on their instances, as well as any required network-based intrusion detection systems in accordance with the NAFED`s policies.

f. Conducting regular vulnerability scanning and penetration testing of the systems, as mandated by NAFED's policies.

g. Review the audit logs to identify any unauthorized access to the NAFED's systems.

h. The Bidder/Cloud Service provider shall be responsible for implementation, management and monitoring of DDOS, IPS, IDS Services, etc., as per best practice and industry standards

i. The Bidder/Cloud Service provider will implement anti-malware and conduct regular vulnerability scanning and penetration testing of systems and infrastructure as per MeitY guidelines.

j. The Bidder/Cloud Service provider shall ensure that public services are hosted in DMZ zone while the high security services in the MZ Zone.

k. The Bidder/Cloud Service provider and NAFED shall jointly work out the multi-factor authentication for the root account as well as any other privileged identity and access account associated with it.

l. The Bidder/Cloud Service provider shall be responsible for the deployment of Security patches on Hardware and Software.

m. Ensure CSP maintains the security of facilities, physical security of hardware, network infrastructure and virtualization infrastructure.

14.4 Monitoring Performance and Service Levels (Availability, Incident Management, Performance)

a. Bidder shall be responsible for monitoring and reporting of cloud services to NAFED.

b. Provide and implement tools and processes for monitoring the availability of assigned applications, responding to system outages with troubleshooting activities designed to identify and mitigate operational issues.

c. Reviewing the service level reports, monitoring the service levels and identifying any deviations from the agreed service levels

d. The Bidder/Cloud Service provider shall monitor Internet Links, MPLS -VPN, including bandwidth, data transfer, response time and packet loss and perform corrective measures

e. Independent monitoring of service levels, including availability, uptime, performance, application specific parameters, e.g. for triggering elasticity, request rates, number of users connected to a service.

f. Receiving and processing service level reports from the cloud service provider (or a trusted third party (auditor), comparing them with SLA objectives.

g. Continuously monitor the availability and performance of cloud services to ensure up to 99.9% or higher uptime of all services as per the agreement, subject to the minimum threshold of 99.5% as defined in the SLA section of this RFP document.

h. Detecting and reporting service level agreement infringements.

i. Responding to SLA infringements either as reports from the cloud service provider or detected by Service Provider or NAFED (for example, informing their end-users of service interruptions, raising a ticket, claiming service credits etc.)

j. Resolving disputes around SLA infringements

k. Provide and document patch management appropriate to all components within the cloud service provider's boundary and to adhere to Government Department/Agency or MietY standards, if any.

l. Monitoring of performance, resource utilization and other events such as failure of service, degraded service, availability of the network, storage, database systems, operating Systems, applications, including API access within the cloud service provider's boundary.

m. The Bidder/Cloud Service provider shall be responsible for the implementation of tools and processes for monitoring the availability of applications, responding to system troubleshooting.

n. Monitoring of performance, resource utilization and other events such as failure of services, degradation of services, availability of network, storage, Database systems, OS, etc.

o. Provide the relevant reports, including real-time as well as past data/reports on the dashboard.

14.5 Backup

a. MSP shall formulate a comprehensive Backup Policy covering but not limited to the following

- Files & Images: Frequency for full backups and incremental backups

- Databases and log files: Frequency for full backups and incremental backups

- Off-site backup requirement that still meets the prescribed RTO requirements

- Restoration timeline requirements: e.g., initiate a minimum of 95 percent of the total number of restore requests per calendar month within a two hour timeframe for data that can be restored from a local copy

- Files & Images: Retention timelines of inactive versions of the backups

- Databases & log files: Retention timelines of inactive versions of the backups

- Preservation and Retention of Data

b. Configure, schedule, monitor and manage backups of all the data including but not limited to files, images and databases as per the policy finalized by NAFED.

c. Administration, tuning, optimization, planning, maintenance, and operations management for backup and restore;

d. Provision capacity for backup and restore, as required

e. Perform backup on the next scheduled backup window in case of any scheduling conflicts between backup and patch management.

f. Specific Snapshot Objective – At the NAFED's request, the MSP shall create full snapshots for the platform, content and related data, to be retrieved at the Component Agency's request within 24 hours up to a period to be determined by the Component Agency.

g. Ensure compliance to the committed time taken for the restoration of data from Backup as claimed/ agreed upon with NAFED.

h. All risk management related to migration, the migration plan shall be jointly worked out with NAFED and the Bidder/ Cloud Service Provider.

14.6 Usage Reporting and Billing Management

a. Track system usage and usage reports

b. Monitoring, managing and administering the monetary terms of SLAs and other billing related aspects.

c. Provide the relevant reports including real time as well as past data / information / reports for the NAFED to validate the billing and SLA related penalties

d. Provide necessary details, including sizing, current loads, utilization, expected growth/demand and other details for scale up/scale down at the end of the first year in close coordination with NAFED.

e.

14.7 Disaster Recovery

a. In addition to the production environment, the MSP is responsible for Disaster Recovery Environment and the associated services so as ensure continuity of operations in the event of failure production environment and meet the RPO and RTO requirements. However, during the change from DC to DRC or vice-versa (regular planned changes) there should not be any data loss.

b. Sizing and providing the DC-DR replication link so as to meet the RTO and the RPO requirements.

c. Conduct DR Drills and follow Standard Operating Procedures (SOP) and inform NAFED in advance of such drills conducted twice a year, normally, with 15 days' prior notice.

d. Establish VPN Site to Site connectivity between NAFED's premises to the cloud DC and DR site, as applicable.

e. There should not be any data loss during backup from DC to DR.

f. Bidder shall be responsible for any Risk Management and planning, or issues related to the migration of data from DC to DR

g. Demonstrate/Submit documentary proof for POC (Proof of Capability) as part of technical evaluation to understand the key features such as AUTO Scale up/down, Security protocols, Denial of Service (DoS, DDoS) attack), management and administration and audit capabilities of offerings, setting up of DR facilities, etc.

h. All risk management related to migration, the migration plan shall be jointly worked out with NAFED and the Bidder/ Cloud Service Provider.

14.8 Operation and Maintenance Services

a. The Bidder and/or CSP shall not delete any data without express approval of NAFED during the period of the contract and will not delete any data after the expiry of the contract without written approval from NAFED as described in the exit management clause hereafter.

b. Advise the NAFED on optimal operational practices, recommend deployment architectures for cloud infrastructures, design and implement automated scaling processes, day-to-day and emergency procedures, deploy and monitor underlying cloud services, performance reporting and metrics, and ensure the overall reliability and responsive operation of the underlying cloud services through both proactive planning and rapid situational response.

c. Interface with the Cloud Service Provider on behalf of NAFED for all activities including monitoring the reports (e.g., usage, security, SLA,), raising (or escalating) tickets / incidents and tracking the same to resolution.

d. Prepare a comprehensive O&M plan for managing the cloud services and keep it updated with any changes during the course of the project.

e. Create and maintain all the necessary technical documentation, design documents, standard operating procedures, configurations required to continued operations and maintenance of cloud services.

f. Support Third Party Audit and other requirements (e.g., Forensic Investigations, etc.)

g. Support the third party auditor / program management team / internal IT team with respect to third party audits and other requirements such as forensic investigations, SLA validation.

h. Ensure and meet all standard data formats for data transfer / portability of data from cloud to NAFED machines and vice-versa

i. Shall provide interoperability support with regard to APIs and Data Portability and shall be responsible for managing services provided by third-party vendors, if any.

j.

k. .

14.9 Knowledge Transfer

Some of the key activities to be carried out by MSP for knowledge transfer will include:

a. Prepare documents to explain design and characteristics.

b. Carry out joint operations of key activities or services.

c. Briefing sessions on process and process Documentation.

d. Sharing the logs, etc.

e. Briefing sessions on the managed services, the way these are deployed on cloud and integrated.

f. Briefing sessions on the offerings (IaaS/PaaS) of the cloud service provider.

g. Provide necessary training to NAFED or its Systems Integrator on the management of cloud VMs and associated/other cloud services, as applicable.

h. Provide necessary technical documentations, design documentations, standard Operating Procedures (SOPs) required for operations and management of services.

i. Train and transfer the knowledge to NAFED personnel, or any personnel authorised by NAFED, or the replacement agency to ensure continuity and performance of services post expiry of the Contract.

14.10 Exit Management

- Continuity and performance of the Services at all times including the duration of the agreement and post expiry of the Agreement is a critical requirement of department. It is the prime

responsibility of MSP during exit management period and in no way any facility/service shall be affected/ degraded. Further, MSP shall also be responsible for all activities required to train and transfer the knowledge to department (or representative agency of department). Accordingly, MSP shall be required to –

a. Provide a comprehensive 'Exit Management Plan'.

b. Carry out the migration of the VMs, data, content and any other assets to the new environment created by the NAFED or any other Agency (on behalf of the NAFED) on alternate cloud service provider's offerings to enable successful deployment and running of the NAFED's solution on the new infrastructure.

c. If required, MSP shall copy all data, scripts, software, virtual machine images, and so forth to enable mirroring or copying to department supplied industry standard media.

d. The format of the data transmitted from the MSP to the department should leverage standard data formats (e.g., OVF, VHD…) whenever possible to ease and enhance portability. MSP must ensure that the virtual machine format is compatible with other CSP, so that department can migrate from one CSP to other CSP. Department should be able to export the virtual machine from MSP cloud and use that anywhere. MSP shall give provision to import cloud VM template from other MSPs.

e. MSP shall necessarily support for /establishment of network connectivity to / from other MSPs (within India) if required.

f. MSP shall retain the data / copy of Database for **90 days** and MSP shall ensure that there is no deletion of data by CSP for a minimum **90 days** beyond the expiry of the contract without express approval of NAFED. If data is to be retained beyond 90 days, the cost for retaining the data may be obtained from the CSP in later stage.

g. While the MSP shall be responsible for carrying out the exit management and transition management, MSP shall ensure that CSP is also responsible for providing the tools for import / export of VMs & contents as may be required.

h. Address and rectify the problems with respect to migration of the NAFED application and related IT infrastructure during the transition.

i. Ensure that all the documentation required by the NAFED for smooth transition (in addition to the documentation provided by the CSP) are kept up to date and all such documentation is handed over to the NAFED during regular intervals as well as during the exit management process.

j. MSP shall create and maintain all the necessary technical documentation, design documents, standard operating procedures, configurations required to continued operations and maintenance of cloud services.

k. MSP shall ensure that all documentation required by NAFED or its authorised representatives for smooth transition (in addition to the documentation provided by the MSP and CSP) are kept up to date and all such documentation is handed over to the department during regular intervals as well as during the exit management process. Also ensure that all the documentation require for smooth transition including configuration documents are kept up to date.

l. Post exits, all the data content should be removed to ensure that the data cannot be recovered in adherence to ISO 27002:2022, ISO 27040:2024, standard.

m. MSP shall address and rectify the problems with respect to migration of the department application and related IT infrastructure during the transition.

n. MSP shall decommission and withdraw all hardware and software components after the completion of the contract period and formally close the project. This process will be initiated 6 months before the ending of the project contract.

o. At any time during the exit management period, the MSP will be obliged to provide an access of information to department and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware/ Software / Active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other material related to implementation of IT Infrastructure Solution for department.

p. Support and assist the NAFED for a period of 30 days, so that NAFED is able to successfully deploy and access the services from the new environment.

q. Train and transfer the knowledge to the Replacement Agency (or NAFED) to ensure similar continuity and performance of the Services post expiry of the Agreement.

r. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with NAFED.

s. Once the exit processes gets completed, MSP with the express approval of NAFED, shall remove the data, content and other assets from the cloud environment and destroy the VMs, content and data of NAFED as per stipulations and shall ensure that the data cannot be forensically recovered and intimate compliance thereafter.

- In case of expiry of contract, the exit management period shall start at least 3 months prior to the date when the contract comes to an end; OR in case of termination of contract, on the date when the notice of termination is sent to the MSP.

- The exit management period shall end on the date agreed upon by NAFED or Three months after the beginning of the exit management period, whichever is earlier

- At the end of the contract period or upon termination of contract, MSP will be required to provide necessary handholding and transition support to NAFED or any representatives authorized by NAFED to ensure the continuity and performance of the services to the complete satisfaction of department.

Exit Management Plan:

a. MSP shall provide department with a recommended "Exit Management SOP" within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition

b. MSP shall provide support to department for transferring data / applications at the time of exit management and as per the guidelines defined by MeitY in Cloud Services empanelment RFP.

c. Exit Management Plan will include the following minimum items but not limited only to it. Department will approve this plan after necessary consultation and start preparation for transition.

o A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.

o Plans for the communication with such of the MSP, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer

o Plans for provision of contingent support to the implementation of IT Infrastructure Solution for a reasonable period (minimum one month) after transfer

o Method of Transition including roles and responsibilities of both the parties to handover and takeover the charge of project regular activities and support system.

o Proposal for necessary setup or institution structure required at department level to effectively maintain the project after contract ending

o Training and handholding of department Staff or designated officers for maintenance of project after contract ending.

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15. Annexures

Annexure-I: Covering letter for submission of RFP

<div align="center">(To be submitted on the letterhead of the Bidder)</div>

To,   (Date)
The Managing Director,
NAFED,
NAFED House,
Ring Road, Near Ashram Chowk,
Siddhartha Enclave, Sunlight Colony,
New Delhi, Delhi 110014

Ref: RFP No <……>

Sub: Cover letter for Request for Selection of Managed Service Provider for providing Cloud Services to NAFED for hosting the e-Auction portal.

Dear Sir/Madam,

We have examined the RFP document, we, the undersigned, herewith submit our response to your RFP no. ……….. dated for "Request for Selection of Managed Service Provider for providing Cloud Services to NAFED for hosting the e-Auction portal." in full conformity with the said RFP document.

1. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our RFP shall not be given effect to.

2. We agree to abide by this RFP, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 90 days from the date of submission of the bid.

3. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

4. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.

5. We hereby declare that all the information and statements made in this RFP are true and accept that any misrepresentation contained in it may lead to our disqualification.

6. We understand you are not bound to accept any response you receive.

Sincerely,

Signature of Authorized Signatory and Seal of the Bidder Name:

Designation:

Date:

Annexure-II: Bidder's Information

(To be submitted on the letterhead of the Bidder)

To,   (Date)
The Managing Director,
NAFED,
NAFED House,
Ring Road, Near Ashram Chowk,
Siddhartha Enclave, Sunlight Colony,
New Delhi, Delhi 110014

Ref: RFP No <……>

Bidder information Format

	Details of the Bidder	
1	Name of the Bidder	
2	Address of the Bidder	
3	Status of the Company (Public Ltd/ Pvt. Ltd)	
4	Details of Incorporation/Registration Certificate of the Company	Date: Ref. No
5	Details of Commencement of Business	Date: Ref. No
6	Permanent Account Number (PAN)	
7	GST registration No.	
8	Name & Designation of the contact person to whom all references shall be made regarding this tender	
9	Telephone No. (with STD Code)	
10	Fax No. (with STD Code)	
11	E-Mail of the contact person	
12	Website	

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Mobile		
Fax		
Email Id		

Annexure-III: Compliance Sheet for Pre-Qualification and Technical-Qualification Proposal

Pre-qualification compliance sheet:

S. No	Basic Requirement	Eligibility Criteria	Documents to be submitted	Compliance (Yes/No)	Document Nm & Pg No
1.	Legal Entity	The MSP should be registered under the provisions of the Indian Companies Act, 1956 or 2013; or Multi State Cooperative Society act 2002; or a Partnership Firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008; or MSME Development Act 2006	Copy of Certificate of Incorporation/ Registration/ Partnership deed/ Udyam/ MSME registration certificate/ documents		
2.	Office	The MSP must have a local office in Delhi NCR.	Copy of address proof		
3.	Turnover & Net worth	The MSP should have average annual turnover of at least 30 Crore from Cloud Services in last three audited financial years (FY 2021-2022, FY 2022-2023 & FY 2023-2024). The MSP should have a positive net worth	Audited Financial Statement including Balance sheet and Profit and Loss Statement Certificate from the Statutory auditor / CA clearly specifying the average annual turnover for the specified years. Chartered Accountant Certificate for positive Net worth of the Bidder.		
4.	CSP MeitY Empanelment	The CSP should be MeitY empanelled (as on bid submission date). The proposed Data Centre should be within India.	Valid copies of proof attested by Bid signatory		

S. No	Basic Requirement	Eligibility Criteria	Documents to be submitted	Compliance (Yes/No)	Document Nm & Pg No
		The proposed Data Centre should be successfully STQC audited and certified.			
5.	DC – DR Configuration	The CSP must be operating in multiple Data Centers in India. DC-DR should not be in the same data center. Note:- DC and the DR should be in different seismic zones or at least 100 Kms away from each other.	Letter from Authorized signatory on the letter head of the bidder.		
6.	Advance Security	The bidder should provide a cloud service having accreditation relevant to security, availability, confidentiality, processing, integrity and privacy trust services principles SOC1, SOC2, PCI-DSS.	Valid copy of the certificate		
7.	Blacklisting	Bidders should not be blacklisted by any Central Department/Ministry/State Government/Department/PSU in the last 3 years.	Letter signed by the Authorized signatory in format given in the RFP.		
8.	Legal	The bidder should not be subjected to any legal action for any cause in any legal jurisdiction in the last five years.	Letter signed by the Authorized signatory.		
9.	Tax Payment	The bidder should not be convicted or penalised to any legal action for any cause in any legal jurisdiction in the last five years.	Valid copy of the certificate		
10.	Authorization	Bidder to provide MSP authorization letter from the MeitY Empanelled CSP quoting this tender reference number, date, and due date of opening along with the bid	MSP Authorization Certificate with empanelment confirmation of CSP		
11.	Cloud Native CDN	Proposed CSP should have native CDN services available in India and should have at	Public Links and Letter from		

S. No	Basic Requirement	Eligibility Criteria	Documents to be submitted	Compliance (Yes/No)	Document Nm & Pg No
		least 15 or more CDN POPs in India.	Authorized signatory on the letter head of the bidder.		
12.	Public Pricing	The proposed cloud should have public price preferably in INR on the Public calculator for price validation and verification. If the public pricing is not available in INR then the bidder should self-certify and submit evidence of the exchange rate used for calculating the price. The CSP should also provide the USD rates along with INR rates in such scenario. For the Exchange rate, the closing rate of the last business day before the bid submission date will be admissible	Public Links and Letter from Authorized signatory on the letter head of the bidder.		
13.	Experience	The Bidder should have executed 5 or more projects of more than Rs. 7 crore in work order value on the proposed cloud CSP for government organizations/ clients (Central Govt / State Govt/ Semi Govt/ PSU /Cooperative Organizations) in India in the last 5 years. For the above experience, only go-live status projects shall be considered.	Work order or Purchase Order (PO) or 'Letter of Intent (LoI) or with extract from signed contract showcasing the project value and scope of work regarding the proposed cloud solution. AND Completion Certificates/Go-Live certificate from the client.		

Technical qualification compliance sheet:

S. No	Evaluation Criteria	Evidence	Compliance (Yes/No)	Document Nm & Pg No
1	MeitY empanelment of CSP Data Centre facilities: No of years of MeitY empanelment – > 3 Years : 1 mark >5 Years : 2 Marks >7 Years : 3 Marks	List of MeitY empanelled Data Centres in India along with proof of STQC audit/ certificate.		
2	Data Centre locations seismic zone – Moderate Seismic Zone (Zone III) : 1 Mark Lower Seismic Zone (Zone II) : 2 Marks	Proof of Seismic Zone of Data centre		
3	The proposed Cloud should have security services as follows - 1) WAF & DDoS Protection with enterprise features such as Threat Intelligence, Third-party named IP address & Adaptive Protection 2) Threat detection, Vulnerability Assessment, Bot management with captcha Integration 3) Cloud Security services for both IDS and IPS, and Cloud SaaS SIEM solution 4) Continuous virtual red teaming, including attack paths, risk scoring, and toxic combinations 5) Cloud security and risk management for cloud environments 6) Security posture management, attack paths, threat detection, and compliance monitoring. Subscription-based pricing for cloud Note: Each security service carries 2 marks	URL of the service on the CSP through Self provisioning portal		

S. No	Evaluation Criteria	Evidence	Compliance (Yes/No)	Document Nm & Pg No
4	The proposed Cloud should have Native Storage service for different IOPS, and should have capability to increase storage capacity on demand on the provisioned volumes of the virtual machine. The volume should be High-availability regional redundancy or Zero-downtime regional resilience to reduce the impact of single AZs failure & support upto 32 TB per volume with ultra low-latency performance.	URL of the service on the CSP through Self provisioning portal		
5	The CSP should have following services with SLA of: (1)Ease of configurations of VM's(as per the required configuration/nearest higher configuration) for self-provisioning based on the vCPU and RAM (2) Single Instance SLA >= 99.9% and Instances in Multiple Zones : >= 99.99% (3) PBs scale Serverless Data Lake Service with SLA of >= 99.95% and capabilities of GenAI Integration and inbuilt Machine learning models Note: Each item carries 1 mark	URL of the service on the CSP Self provisioning portal		
6	The CSP must provide state-of-the-art proprietary and/or open-source/third-party multimodal LLMs for Text Generation, Summarization, Chatbots, and Conversational AI, deployable on the CSP's native fully managed AI platform. 1. CSP provides own model only - 3 marks 2. CSP provides its own multi model along with open source /3rd party - 5 marks	URL of the service on the CSP through Self provisioning portal or Demonstrate during the Presentation		
7	The proposed Cloud should have Managed cloud native enterprise database services for MySQL and PostgreSQL with the following features: 1) Enterprise Database services with 99.95% SLA 2) Automated backups and point-in-time recovery 3) Automatic Storage Increase	URL of the service on the CSP through Self provisioning portal		

S. No	Evaluation Criteria	Evidence	Compliance (Yes/No)	Document Nm & Pg No
	4) Automated replication/Automatic failover to another Zone 5) Should support synchronous data replication and High Availability across multiple data centers.			
8	The proposed Cloud Should have Managed cloud native Container / Kubernetes service with the following features: 1) Secure Container Image Verification & Binary Authorization for Software Supply Chain Security (or equivalent) 2) Integrated Container Threat Detection & Security Monitoring with Centralized Dashboard 3) Vertical Pod Auto-scaler and Node auto-upgrades 4) Native Kubernetes backup & restore service	URL of the service on the CSP through Self provisioning portal		
9	CSP Native Enterprise Grade API Management turnkey solution (* Not API Gateway) for publishing APIs to external and internal consumers through an integrated out of the box developer portal, Monetization, Advanced API Security like Bot Detection and API configuration security scoring, and should be able to deploy as a SaaS cloud offering and clouds deployment option for the data plane	URL of the service on the CSP through Self provisioning portal		
10	MSP should have a minimum turnover of 30 Crores in each of the last 3 years and should have positive net worth and be profitable in the last 3 years.	Certificate from the Statutory Auditor/Chartered Accountant		
11	MSP should have at least 10+ Certified Cloud Resources, (such as MSP resources to have competencies for the CSP related to advance consulting, support, DevOps, Migration, AI)	A declaration from HR along with Copies of Valid Cloud Certificates of the same CSP.		

S. No	Evaluation Criteria	Evidence	Compliance (Yes/No)	Document Nm & Pg No
12	The MSP must have the any of 3 following ISO Certifications as on Bid submission Date: 1. ISO 27701 2. ISO 27001 3. ISO 20000-1 4. ISO 22301 5. ISO 27017 6. ISO 27018	< less than 2 ISO Certificates : 0 Marks Any 2 ISO Certificates : 2 Marks Any 3 ISO Certificates : 3 Marks Any 4 ISO Certificates : 4 marks Any 5 ISO Certificates : 5 marks All 6 ISO Certificates : 6 marks		
13	Experience of the bidder with proposed CSP in India: d) The Bidder should have similar experience of executing at least 5 Cloud services projects **with the proposed CSP** across Government organizations (Central/ State/ Semi Govt/PSUs), Cooperatives e) in India with a minimum project value of Rs. 7 crores each during the last 5 years from the date of submission of the bid. (5 marks) f) Additional number of projects with proposed CSP in India across Government organizations (Central/ State/ Semi Govt/PSUs) during the last 5 years from the date of submission of bid: (i) 6 to 10 projects (2 marks) (ii) 11 to 15 projects (3 marks) (iii) > 15 projects (5 marks)	Work order or Purchase Order (PO) or 'Letter of Intent (LoI) or with extract from signed contract showcasing the project value and scope of work. AND Completion Certificates/Go-Live certificate from the client.		
14	Bidders' Presentation (along with CSP) around their credentials and chosen CSP and its credentials, along with the requirement understanding.	Presentation		
15	Bidder to give a technical demonstration of CSP capabilities,	Demonstration		

S. No	Evaluation Criteria	Evidence	Compliance (Yes/No)	Document Nm & Pg No
	services, resiliency, infrastructure, compliances, services and console demo, billing module demo, cost optimization, various services and their capabilities			

Annexure-IV: Project Citation Format

Assignment Name		Country	
Project Location within the Country			
Name of Client		No. of Person Months	
Start Date	Completion Date	Approx. Value of Services	
Detailed Narrative Description of Project			
Detailed Description of Actual Services Provided by your Firm			

Submit Customer Order Copy details of the order indicating the project value, customer contact details, project completion certificate or partial completion certificate, customer satisfaction certificate etc.

Annexure-V: Undertaking

(To be submitted on the Letterhead of the Bidder)

To,   (Date)
The Managing Director,
NAFED,
NAFED House,
Ring Road, Near Ashram Chowk,
Siddhartha Enclave, Sunlight Colony,
New Delhi, Delhi 110014

Ref: RFP No <……>

Dear Sir/Madam,

We confirm that our company is not blacklisted as of today for any fraudulent actions by NAFED or by any state/central Government institution or any Public Sector Organization.

We are not under liquidation, court receivership or similar proceedings.

We are not involved in any major litigation that may have an impact or affecting or compromise the delivery of services to NAFED.

We or any of our Holdings/Subsidiaries/associate company are not involved with NAFED related procurement/disposal business of Agri-Commodities.

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

On behalf of [Service Provider's Name]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Service Provider:

Annexure-VI: Format for Performance Bank Guarantee

PERFORMANCE GUARANTEE

Ref:
Bank Guarantee No:
Date:

To,
The Managing Director, NAFED,
NAFED House,
Ring Road, Near Ashram Chowk,
Siddhartha Enclave, Sunlight Colony,
New Delhi, Delhi 110014

1. Against contract vide Advance Acceptance of the Tender No……….. Dated………. covering "Request for Selection of Managed Service Provider for providing Cloud Services to NAFED for hosting the e-Auction portal" (hereinafter called "the Bid"). e" (hereinafter called the said 'contract') entered into between NAFED, (hereinafter called the Purchaser) and M/s………. , a Company incorporated under the Companies Act, 1956 and having its Registered Office at……………. (hereinafter called the Bidder) this is to certify that at the request of the Bidder we (name of the Bank / Branch.   ) a body corporate constituted under the Banking Companies [Acquisition and Transfer of Undertakings] Act, 1970 and having its, Registered Office at.. and branch office at.. are holding in trust in favour of the Purchaser, an amount of Rs (Rupees…………………………..only) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether by any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

2. We (Name of the Bank /Branch) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Bidder i.e. till hereinafter called the said date and that if any claim accrues or arises against us (Name of the Bank /Branch) by virtue of this guarantee before the said date, the same shall be enforceable against us………………………(Name of the Bank/Branch) notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us …………………………..(Name of the Bank/Branch) by the Purchaser before the said date. Payment under this guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we …………………..(Name of the Bank /Branch) undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal

relating thereto our liability under this present bond being absolute and unequivocal.

5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

6. We…………… (Name of the Bank / Branch) further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, ………………(Name of the Bank / Branch) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee shall be irrevocable and remain in full force from the date of award of contract to 180 days from the date of expiry of the contract inclusive of a claim period of 180 days or for such extended period as may be mutually agreed between NAFED and the Bidder "(As referred in the contract)", and agreed to by the *(name of the bank)*, and shall continue to be enforceable till all amounts under this guarantee have been paid.

8. This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder. Notwithstanding anything contained herein:
    a) Our liability under this Bank Guarantee shall not exceed of Rs. ....(Rupees in words only).
    b) The Bank Guarantee shall be valid up to ; and;
    c) We... (Name of the Bank / Branch) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ##....................................

9. All claims under the guarantee will be payable at …(Name of the Bank/Branch)…..

10. This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled.

11. The BG Confirmation Letter No. ……………… is an integral part of the Bank Guarantee no……….……. Dated: ……………...

12. This performance bank guarantee is submitted with Structured Finance Managing System (SFMS) issued by the beneficiary bank with E-RTGS Code.

Authorized Signatory of the Bank Signature

Full name/designation/ Address of the official and date WITNESS NO. 1

Signature

Full name/designation/ Address WITNESS NO. 2

Signature

Full name/designation/ Address

Annexure–VII: Curriculum Vitae (CV) of Key Personnel

	Curriculum Vitae		
Sr. No.	General Information		
1		Name of the Employee	
2		Present Designation	
3		Date of Birth	
4		Age	
5		Nationality	
6		Total Years of Experience	
7		Address of the Company / Firm	
		Telephone Number	
		E-Mail Address of the Employee	
		Location based out of in the Firm.	
8			
		Degree (Specialization)	Year	Institution
	8 (a)			
	8 (b)			
9		Countries of Work Experience	
10		Summary of Key Clients Serviced	
11		Summary of Key Industries Serviced	
12		Expertise's in	
13		Representative Projects (All Projects undertaken in the Professional Journey till now)	
	13 (a)	Project Name: Year: Location: Client: Main Features: Activities Performed: Project wise	
	13 (b)	Project Name: Year: Location: Client: Main Features: Activities Performed:	

		Project wise
13 (c)	Project Name: Year: Location: Client: Main Features: Activities Performed: Project wise	
13 (d)	Project Name: Year: Location: Client: Main Features: Activities Performed: Project wise *If there are more projects, all Projects will be mentioned in further sections*	

Annexure–VIII Letter for Financial Proposal

To,   (Date)
The Managing Director,
NAFED,
NAFED House,
Ring Road, Near Ashram Chowk,
Siddhartha Enclave, Sunlight Colony,
New Delhi, Delhi 110014

Ref: RFP No <……>

Sub: Submission of the Financial bid for <Name of the Systems Implementation assignment>

Dear Sir,

We, the undersigned, offer to provide the services as mentioned in the scope of work of the RFP dated (date]. Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].
We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Co
rruption Act 1988".
We understand you are not bound to accept any Proposal you receive. We remain, Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:
Name of Firm:
Address:

Annexure – IX: Financial Proposal

RFP Ref. No.: <RFP Reference Number here>

Name of the Bidder: ……………………………………

The offer with rates for the schedule of requirements of items, as elaborated under, to be submitted. Adhering to the format given below is a Pre-requisite for considering your quotations:

Financial Bid Format

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours for three (03) years	Unit Price as per CSP public listing pricing*	Offered Unit Price	Publicly available documentation with Unit Pricing and Pricing Calculator	Service Configuration offered by CSP (the configuration should be equivalent or higher)	Total Price for 3 years as per Public Listing	Total Offered Price for 3 Years
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12] = [6]x[7]x[8]	[13] = [6]x[7]x[9]
A. Compute as Managed Service												
A.1	Non burstable x86	RED HAT Enterprise Linux Including cloud Licenses and native billing for RHEL	VM - 2 vCPU, 8GB RAM	Hourly	2	730*36						
A.2	architecture - Production		VM - 4 vCPU, 8GB RAM	Hourly	4	730*36						
A.3	Grade Virtual Machine - Reserve Instance. The Virtual Machines must support vertical scaling (i.e., upgradation or downgrading of compute resources like vCPU and		VM - 8 vCPU, 16GB RAM	Hourly	2	730*36						

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[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12] = [6]x[7]x[8]	[13] = [6]x[7]x[9]
	RAM) as per the department's requirements, without disruption to services wherever possible.											
A.4	Non burstable x86 architecture - Production Grade Virtual Machine - on demand	RED HAT Enterprise Linux Including cloud Licenses and native billing for RHEL	VM - 2 vCPU, 8GB RAM	Hourly	2	730*36						
A.5			VM - 4 vCPU, 16GB RAM	Hourly	6	730*36						
A.6			VM - 8 vCPU, 32GB RAM	Hourly	2	730*36						
A.7			VM - 16 vCPU, 64 GB RAM	Hourly	4	730*36						
Sub Total of A. Compute as Managed Service for a period of 3 Years [A]												
B. Storage as a Managed Service - Object, File and Block Storage												
B.1	Object Storage - Hot Tier	Managed Object Storage	Fully Managed Redundant Object Storage - 100% Hot Tier	GB per month	500	Monthly*36						
B.2	Archive Storage with milliseconds	Managed Archival Storage - Restored	Fully Managed Geo Redundant	TB per month	1	Monthly*36						

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[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12] = [6]x[7]x[8]	[13] = [6]x[7]x[9]
	restore tier	quickly in milliseconds	Archival/ Cold Tier with instant restore time									
B.3	Cloud Enterprise-grade network file system (NFS)	Enterprise-grade network file system (NFS)	TB of provisioned capacity	GB Per Month	200	Monthly*36						
B.4	Managed Storage- SSD	Managed SSD Storage for Web, Apps and Databases	Single SSD redundant volume with default 3,000 Provisioned IOPS or 500 IOPS /GB	16GB Per Month	16	Monthly*36						
B.5				64GB Per Month	16	Monthly*36						
B.6				128GB Per Month	16	Monthly*36						
Sub Total of B. Storage as a Managed Service - Object, File and Block Storage for a period of 3 Years [B]												
C. Managed DB - Native Managed services by CSP												
C.1	CSP Native Managed Database services (Non burstable x86 architecture - Production Grade)	PostgreSQL /MySQL as a service with following features: 1) Automated backups and point-in-time recovery	2 vCPU 8GB RAM	Hourly	1	730*36						
C.2			4 vCPU 16GB RAM	Hourly	1	730*36						
C.3			16 vCPU 64 GB RAM	Hourly	2	730*36						

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours for three (03) years	Unit Price as per CSP public listing pricing*	Offered Unit Price	Publicly available documentation with Unit Pricing and Pricing Calculator	Service Configuration offered by CSP (the configuration should be equivalent or higher)	Total Price for 3 years as per Public Listing	Total Offered Price for 3 Years
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12] = [6]x[7]x[8]	[13] = [6]x[7]x[9]
		2) Automatic Storage Increase 3) Should support synchronous data replication and High Availability across multiple data centers. 4) Should support horizontal and vertical (i.e., upgradation or downgrading of compute resources like vCPU and RAM) as per the department's requirements, without disruption to services wherever possible. scaling by adding/removing										

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours for three (03) years	Unit Price as per CSP public listing pricing*	Offered Unit Price	Publicly available documentation with Unit Pricing and Pricing Calculator	Service Configuration offered by CSP (the configuration should be equivalent or higher)	Total Price for 3 years as per Public Listing	Total Offered Price for 3 Years
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12] = [6]x[7]x[8]	[13] = [6]x[7]x[9]
		read replicas The underlying infrastructure must support redundancy options such as local, zonal or geo-redundant storage equivalents, as per the design and criticality of the workloads. Bidder must Quote the CSP Managed DB Service with HA architecture & Configuration (e.g. Active/Standby) for the Pricing										
C.4	CSP Native Redis Cluster as Service - Production Grade supporting Sharding	Managed Redis as a Service with: - Should support the Managed Cache database service	50 GB Enterprise Grade Redis with Sharding support	Monthly	2	Monthly*36						

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours for three (03) years	Unit Price as per CSP public listing pricing*	Offered Unit Price	Publicly available documentation with Unit Pricing and Pricing Calculator	Service Configuration offered by CSP (the configuration should be equivalent or higher)	Total Price for 3 years as per Public Listing	Total Offered Price for 3 Years
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12] = [6]x[7]x[8]	[13] = [6]x[7]x[9]
		- Supports partitions/ shards and read replicas - Must be compatible with open-source Redis data store - Inbuilt capability to auto- scale shards and read replicas - Persists data stored in Redis Cache - Shards data across Redis nodes										
C.5	Production Grade CSP Native Managed Non-Relational Database (NoSQL) as Managed Services	Scalable NoSQL DB as Managed Service 1) Automated replication/ Automatic failover to another Zone and region 2) Automated Backup	Storage – 500GB, Number of writes / Second: 1000, Number of reads / Second: 2000, Backup - 30 days	Monthly	4	Monthly*36						

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours for three (03) years	Unit Price as per CSP public listing pricing*	Offered Unit Price	Publicly available documentation with Unit Pricing and Pricing Calculator	Service Configuration offered by CSP (the configuration should be equivalent or higher)	Total Price for 3 years as per Public Listing	Total Offered Price for 3 Years
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		3) Multi -AZs HA architecture										
Sub Total of C. Managed DB - Native Managed services by CSP for a period of 3 Years [C]												
D: Other CSP Managed /additional services/Network /Back up / Security												
D.1	CSP native Container Registry	Container Registry allows you to build, store, and manage container images and artifacts in a private registry for all types of container	Container Registry – 100 GB/Month	100 GB/Month	1	Monthly*36						
D.2	Managed Kubernetes (Production Grade, SLA Backed)	Container Orchestration service to deploy, scale and manage container- based applications in a cluster environment. Should support service mesh for observability, network and security.	Fully Automated highly available & scalable managed Kubernetes Cluster / Month	Monthly	2	Monthly*36						

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[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12] = [6]x[7]x[8]	[13] = [6]x[7]x[9]
D.3	Cloud Management and Monitoring	Monitoring, Logging & Alerts for cloud resources	Monitoring and observability service, with data and actionable insights to monitor applications, respond to system- wide performance changes, optimize resource utilization, and a unified view of operational health.	Logs of 1000 GB per month.	1	Monthly*36						
D.4	DevOps and Application Monitoring	CI/CD Pipeline (Should provide a fully managed build service that supports continuous integration and deployment.)	Continuous Integration and Code Deployment Pipelines with min 5 users	Per month	3	Monthly*36						
D.5			Build Minutes [Min 4 vCPU; 8GB RAM build server]	100 hrs/Per month	2	Monthly*36						
D.6	CSP Natively	Managed service	Should provide	Per month	2	Monthly*3						

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours for three (03) years	Unit Price as per CSP public listing pricing*	Offered Unit Price	Publicly available documentation with Unit Pricing and Pricing Calculator	Service Configuration offered by CSP (the configuration should be equivalent or higher)	Total Price for 3 years as per Public Listing	Total Offered Price for 3 Years
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	Managed Application Load balancer (L7)	to provide automated traffic distribution from one entry point to multiple back ends over layer 7	an Application Gateway as an external facing layer 7 load balancer which supports SSL termination, cookie-based session affinity and round robin for load-balancing traffic. Load Balancers with data being processed up to 1TB/month			6						
D.7	Single Domain SSL Certificate	Secure Socket Layer certs for Domain names	Provision of Domain SSL Certs. Auto renewal of SSL certificates (Valid for duration of the contract)	Monthly	6	Monthly*36						
D.8	Wildcard SSL Certificates	Wildcard Secure Socket Layer certs for Domain names	Provision of Domain SSL Certs. Auto renewal of SSL	Monthly	1	Monthly*36						

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours for three (03) years	Unit Price as per CSP public listing pricing*	Offered Unit Price	Publicly available documentation with Unit Pricing and Pricing Calculator	Service Configuration offered by CSP (the configuration should be equivalent or higher)	Total Price for 3 years as per Public Listing	Total Offered Price for 3 Years
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12] = [6]x[7]x[8]	[13] = [6]x[7]x[9]
			certificates (Valid for duration of the contract)									
D.9	CSP Natively Managed TCP Load balancer(L3/L4)	Managed service to handle high volumes of TCP traffic	Load Balancers with data being processed up to 1TB/month	Per month	2	Monthly*36						
D.10	NAT Gateway	Managed NAT Gateway for outbound Internet Access for Private Instances	100 GB of data Processed/Month	Per month	2	Monthly*36						
D.11	Backup as Service	Full managed backup service	Back up key data stores, such as volumes, databases, and file systems, across cloud resources, Policy based Centralize & automated data protection management and Backup role-based	per TB / per month	2	Monthly*36						

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[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12] = [6]x[7]x[8]	[13] = [6]x[7]x[9]
			access control , Backup activity monitoring									
D.12	Domain Name System (DNS)	Managed DNS service that supports all common DNS record types with following features: - Weighted round robin (WRR) routing policy - Geofenced routing policy - Failover routing policy	Per Domain Name per month	With 5 Hosted Zone and 50 Million Queries	4	Monthly*36						
D.13	Data transfer /Egress over the Internet	Data Transfer Egress from Compute, database, Object Storage etc. over the Internet	Data transfer out per month	Per GB	1000	Monthly*36						
D.14	Direct Connect / Interconnect to connect MPLS/ Lease Line to cloud	Interconnect Port with capacity of 1 Gbps	Link termination inside a VPC	Per Port	1	Monthly*36						
D.1	Messaging	Should provide	Bulk	Per	100000	Monthly*3						

S. No. [1]	Service Name / Type of Service [2]	Configuration/ Description of Service [3]	Specifications of required Service [4]	Unit of Measurement of Service [5]	Indicative unit(s) of Service in a month [6]	Total Indicative Hours for three (03) years [7]	Unit Price as per CSP public listing pricing* [8]	Offered Unit Price [9]	Publicly available documentation with Unit Pricing and Pricing Calculator [10]	Service Configuration offered by CSP (the configuration should be equivalent or higher) [11]	Total Price for 3 years as per Public Listing [12] = [6]x[7]x[8]	Total Offered Price for 3 Years [13] = [6]x[7]x[9]
5	services / SMS Gateway with setup cost (for alerts and notifications including transactional and promotional SMSs)	a managed messaging/ SMS services for notification and communication while able to send messages/ SMSs in Unicode and Local languages.	messaging / SMSs including integration with the current application.	Message/ SMS		6						
D.16	Static Public IP	Static Public IP for VMs and LBs	Per-Public IP	Monthly	20	Monthly*36						
D.17	SIEM Enterprise solution	Raw log information for building detection capability, improving risk analytics, and extending logs for investigating.	Ingestion in GB	Monthly Per GB	1000	Monthly*36						
D.18	Cloud Posture Management	Identify cloud misconfigurations, software	Centralised Threats and Vulnerabilities	Events or cloud operation	3000	Event/cloud operation						

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours for three (03) years	Unit Price as per CSP public listing pricing*	Offered Unit Price	Publicly available documentation with Unit Pricing and Pricing Calculator	Service Configuration offered by CSP (the configuration should be equivalent or higher)	Total Price for 3 years as per Public Listing	Total Offered Price for 3 Years
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12] = [6]x[7]x[8]	[13] = [6]x[7]x[9]
		vulnerabilities, and compliance violations and get visibility of cloud assets and resources on single Dashboard	reporting on Single Dashboard	analysed/month		per month*36						
D.19	DDoS Protection and WAF	Web Application Firewall	To protect Layer7 application attacks like SQL Injection with 10 WAF Rules	1 Million Request/ Month.	2	Monthly*36						
D.20	Network Firewall – Cloud NGFW	CSP Managed Network Firewall - IPDS NGFW with Transport Layer Security (TLS) interception and decryption	Managed Network Firewall with intrusion detection / prevention system. Each firewall endpoint will process 50 Terabyte of traffic /50 TB data processed per month, the	Monthly	4	Monthly*36						

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours for three (03) years	Unit Price as per CSP public listing pricing*	Offered Unit Price	Publicly available documentation with Unit Pricing and Pricing Calculator	Service Configuration offered by CSP (the configuration should be equivalent or higher)	Total Price for 3 years as per Public Listing	Total Offered Price for 3 Years
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12] = [6]x[7]x[8]	[13] = [6]x[7]x[9]
			Billing will be based on the actual consumption									
Sub Total of D: Other CSP Managed /additional services/Network /Back up / Security for a period of 3 Years [D]												
E: CSP Managed AI/ML & Data Warehouse Platform												
E.1	ML Notebook	Fully managed Notebook IDE - Fully Managed & collaborative Jupyter Notebook - to perform all ML development steps (Prepare, build, Train & Deploy) from a single Web based visual interface.	Node Size 16 vCPU 64 GB RAM	Hourly	2	730*6						
E.2	ML Inference	Real Time Inference	Node Size 16 vCPU 64 GB RAM	Hourly	2	730*12						
Sub Total of E : CSP Managed AI/ML & Data Warehouse Platform for a period of 3 Years [E]												
F: Generative AI As Service												
F.1	Translation	Text Translation - CHAR	Text Translation	million/Month	1	Monthly*30						

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours for three (03) years	Unit Price as per CSP public listing pricing*	Offered Unit Price	Publicly available documentation with Unit Pricing and Pricing Calculator	Service Configuration offered by CSP (the configuration should be equivalent or higher)	Total Price for 3 years as per Public Listing	Total Offered Price for 3 Years
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12] = [6]x[7]x[8]	[13] = [6]x[7]x[9]
			(characters) in Million									
F.2	Enterprise Chat bot	Peak requests per day - Text	Number of requests per month	Request/Month	1000000	Monthly*30						
Sub Total of F: Generative AI as Service for a period of 3 Years [F]												
G. Support Services												
G.1	Basic Support cost of MSP for comprehensive managed services, including but not limited to setup, deployment, maintenance, monitoring, and all activities required to successfully host, maintain and operate all cloud workloads of the e-Auction portal effectively	24x7 phone, email, and chat access to NAFED by Cloud Support Engineers of MSP with unlimited cases per month. MSP support should offer architecture and scaling guidance and operational support during the preparation and execution		Man-month (excl. GST)	1	Monthly*36						
G.2	Direct CSP	CSP support to		Man-month	1	Monthly*3						

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours for three (03) years	Unit Price as per CSP public listing pricing*	Offered Unit Price	Publicly available documentation with Unit Pricing and Pricing Calculator	Service Configuration offered by CSP (the configuration should be equivalent or higher)	Total Price for 3 years as per Public Listing	Total Offered Price for 3 Years
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12] = [6]x[7]x[8]	[13] = [6]x[7]x[9]
	Support	include less than 60 min response time for business- critical incidents. CSP support should be available for the entire contract period. CSP support should offer Interoperability and configuration guidance and troubleshooting		(excl. GST)		6						
G.3	G.3	Dedicated Technical Resource Deployed at NAFED during the 1st year of contract period.	To support preparation of technical solution and proposals based on the NAFED requirements. Technical person to have skillsets in	Man-month (excl. GST)	1	Monthly*36						

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours for three (03) years	Unit Price as per CSP public listing pricing*	Offered Unit Price	Publicly available documentation with Unit Pricing and Pricing Calculator	Service Configuration offered by CSP (the configuration should be equivalent or higher)	Total Price for 3 years as per Public Listing	Total Offered Price for 3 Years
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12] = [6]x[7]x[8]	[13] = [6]x[7]x[9]
			networking, Linux OS management, Managing VMs, experience in managing and monitoring different cloud platforms, integration of cloud services with applications, Cloud security, VM Backup policies, Setup and managing Disaster Recovery services, Upscaling (vertical and horizontal), Downscaling (vertical and horizontal) and auto scale of VMs (vertical										

S. No.	Service Name / Type of Service	Configuration/ Description of Service	Specifications of required Service	Unit of Measurement of Service	Indicative unit(s) of Service in a month	Total Indicative Hours for three (03) years	Unit Price as per CSP public listing pricing*	Offered Unit Price	Publicly available documentation with Unit Pricing and Pricing Calculator	Service Configuration offered by CSP (the configuration should be equivalent or higher)	Total Price for 3 years as per Public Listing	Total Offered Price for 3 Years
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			and horizontal) and Migration of existing infrastructure to different clouds									
Total BoQ/BoM Cost for 3 years (H)= (A+B+C+D+E+F+G)												
GST (I)												
Total Cost for 3 years (in INR): J=(H+I)												

Note:

- All the unit price mentioned for an item should be at a discounted rate than the public listed price.
- Bidders shall note that this RFP is being floated to discover the envisaged cloud services and rates thereof for quantities estimated basis current assessments. Actual consumption and quantities of cloud services may vary from the Indicative Bill of Material. And payments shall be made on actual items/services and quantities consumed during the contract period.
- NAFED would be free to migrate to cheaper/better optimised instances during the contract period.

- All the prices must be excluding any free tier benefits. For example, in case a service provides 1 TB data transfer out per month free of charge, and charges for additional incremental per TB data transfer over and above that, the bidder must quote prices of the item applicable over and above free tier benefit. If the bidder quotes price for any item as Zero ('0'), it will be treated as a zero cost item throughout the contract period.

- The bidder will not be paid any additional charges for the infrastructure DC/DR setup. The unit cost proposed in the financial bid will be inclusive of all setup costs.

- Quoted prices of all cloud services/ line items (VMs, Storage, etc.) mentioned above shall be inclusive of all associated miscellaneous services, if any, required for their smooth operations/ running of the NAFED's cloud environment during the contract period. *(For e.g., towards DNS setup, disk mount/unmount, read/write operations, PUT/ COPY/ POST/ LIST/ archival and/or any other such misc. services which does not form a considerable amount on BOM/BOQ). NAFED shall not provide any additional charges for/towards such misc. services.*

- Also, during the contract period, for any future requirements of NAFED, for cloud host of any other/related applications, requiring to utilize any or all of the Cloud Resources (services / components/ etc.) as listed above, may be in separate resource group(s), the bidder will ensure that the rates/prices of such required cloud resources in the future will remain same as the quoted rates/prices above and in no case will be higher than the public listed rates/prices of such/similar resources available at that point of time.

I/we hereby confirm that to the best of our knowledge and belief:

1. The rate quoted will be reasonable and valid for the period of 3 years from the date of opening of financial Bid. The period can be extended with mutual agreement.
2. RFP rates are at par with the prevailing market rates, and not more than the price usually charged for the same nature/class or description from any other, either foreign or as well as Government purchaser.
3. In respect of indigenous items/services for which there is a controlled price fixed by law, the price quoted is not higher than the controlled price.
4. Services/Products/Goods supplied, will be of requisite specification and quality.

Signature of the Bidder with stamp Name: ……………….

Designation: ……………….

Date: ………………

Annexure – X: Undertaking of Cloud Certified Resources from HR

(To be submitted on the letterhead of the Bidder)

To,   (Date)
The Managing Director,
NAFED,
NAFED House,
Ring Road, Near Ashram Chowk,
Siddhartha Enclave, Sunlight Colony,
New Delhi, Delhi 110014

Ref: RFP No <……>

Subject: Undertaking of Cloud Certified Resources from HR

Dear Sir/Madam,

We hereby confirm that we have 10+ (more than ten) Cloud Certified resources, and the following is the list of the same.

S. No	Name of the Resource	Cloud Certification of the Agency (Certification Agency Name)	Associated with the Firm from (Year of Association)	Certificate Attached (Yes/No)

The cloud certificates of the said resources are attached in the Bid.

Sincerely,

On behalf of [Name of the Bidder's/ Service Provider's Firm/Entity]

Authorized Signature [In full and initials]:
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Seal/Stamp of Bidder/ Service Provider
Place: _____
Date: _____

Annexure – XI: Declaration and Undertaking

(To be submitted on the letterhead of the Bidder)

To,   (Date)
The Managing Director,
NAFED,
NAFED House,
Ring Road, Near Ashram Chowk,
Siddhartha Enclave, Sunlight Colony,
New Delhi, Delhi 110014

Ref: RFP No <……>

<u>DECLARATIONS AND UNDERTAKINGS:</u>

1. It shall be incumbent upon all applicants/intending bidders to submit following declarations on the letter head of their entity(ies) while submitting their applications:

    a) The intending bidder(s)/applicants) is/are/was/were neither in litigation with NAFED at any point of time regarding any business and trade activity of NAFED nor was/were it/they ever blacklisted by NAFED on account of such litigation(s) or otherwise.

    b) Any of the present and past directors/ proprietor/ partners/ promoters etc of intending bidder(s)/applicants) was/were or is/are not part of such other and separate entity(ies) which was/were/ is/are in litigation with NAFED in present or past or/and such other entity (res) has/have/had ever been blacklisted by NAFED in the past for any reason.

2. If intending bidder(s)/applicants) is/are/was/were in litigation (s) with NAFED in present/past, it shall be incumbent upon such bidder(s)/applicants) to furnish the details of such litigations) and consequent blacklisting, if any, on the letter head of the entity (ies). In such scenario, the declaration as mandated above at (a&b) shall not be required.

3. If any of the applicants) /intending bidders) or their promoters are found involved in litigations) with NAFED whether in past and present or they have/had been blacklisted by NAFED or/and any of the promoters of intending applicant(s)/bidder(s) was/were part of the management of such other and separate entity(ies) which was/were/ is/are in litigation(s) with NAFED in present or past or/and such other entity (ies) has/have/had ever been blacklisted by NAFED in the past for any reason, NAFED shall have sole discretion to decide on the selection of such applicants)/bidder(s) even if such applicants)/bidder(s) fulfilling eligibility criteria and NAFED's decision either to select or reject such applicants/bidders shall be final and binding and no further communication/grievance against such decision shall be entertained in this regard.

On behalf of [Name of the Bidder's/ Service Provider's Firm/Entity]

Authorized Signature [In full and initials]:
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Seal/Stamp of Bidder/ Service Provider
Place: _____
Date: _____

Annexure – XII: Undertaking pursuant to Section 206AB of Income Tax Act, 1961

(To be submitted on the Letterhead of Bidder)

Declaration cum Undertaking pursuant to Section 206AB of the Income Tax Act, 1961

To,   (Date)
The Managing Director,
NAFED,
NAFED House,
Ring Road, Near Ashram Chowk,
Siddhartha Enclave, Sunlight Colony,
New Delhi, Delhi 110014

Ref: RFP No <……>

Dear Sir/Madam,

Subject: Declaration confirming filing of Income Tax Return for immediate 3 preceding years

I, Ms/Mr/M/s. _____ in capacity of Self/Proprietor/Partner/Director of _____ (Name of the firm/entity) having TMID_____, PAN _____ (PAN of Entity) registered office/permanent address at _____ do hereby confirm that our income tax return filing status for last 3 Financial Years is as given under:

Financial Year for which Income Tax Return was due as per Section 139(1)	Filed / Not filed	Date of Filing	ITR Acknowledgement No.	TDS/TCS is Rs. 50000/- or more (Yes/No)
2022-23				
2023-24				
2024-25				

I/We hereby undertake to indemnify M/s NAFED for any claim/loss/liability/cause of action fully including any Tax, interest, penalty, etc. that may arise due to inaccurate/false/incorrect reporting of any of the above information.

I/We hereby are also enclosing the copies of the last 3 years of ITR acknowledgements along with the copy of GST registration certificate of ………………… (name of the firm/entity).

On behalf of [Name of the Bidder's/ Service Provider's Firm/Entity]

Authorized Signature [In full and initials]:
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Seal/Stamp of Bidder/ Service Provider
Place: _____
Date: _____

Annexure – XIII: Information Security Certificate

(This certificate is to be rendered on Letterhead of the bidder)

To,   (Date)
The Managing Director,
NAFED,
NAFED House,
Ring Road, Near Ashram Chowk,
Siddhartha Enclave, Sunlight Colony,
New Delhi, Delhi 110014

Ref: RFP No <……>

This is to certify that–

1. Hardware and the software being offered do not contain any kind of malicious code such as Viruses, Trojan, Spyware that would:-

    a) Obstruct the desired and the designed function of hardware.

    b) Cause physical damage to the user or their equipment during the usage of the equipment.

    c) Tap the information regarding network, users and information stored on the network of the NAFED or its Disposals E-Portal Application or otherwise.

    d) Culminate into software attack, theft of intellectual property rights, identity theft, theft of equipment or information, sabotage & information extortion;

2. There are no Trojans, viruses, worms, spywares or any malicious software of such kind on the system and in the software/OS supplied.

3. We undertake to be liable in case of any loss that may be caused to the NAFED due to the breach of any of the aforesaid assurances & representations and also for any physical damage, loss of information and those relating to copyright and Intellectual Property Rights (IPRs), caused due to activation of any such malicious code in the hardware / software supplied.

4. We shall make sure that the sensitive data shared by the NAFED will be kept within the geographical boundaries of India.

On behalf of [Name of the Bidder's/ Service Provider's Firm/Entity]

Authorized Signature [In full and initials]:
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____
Seal/Stamp of Bidder/ Service Provider
Place: _____
Date: _____

Annexure – XIV: Severity Levels

Below are the definitions of severity levels to provide indicative scenarios for defining security incidents severity. However, NAFED may change severity at the time of the incident or any time before the closure of the ticket based on the business and compliance impacts:

		Example
Severity 1	Environment is down or major malfunction resulting in an inoperative condition or disrupts critical business functions and requires immediate attention. A significant number of end users (includes public users) are unable to reasonably perform their normal activities as essential functions and critical programs are either not working or are not available	• Non-availability of VM(s). • No access to Storage, software or application
Severity 2	Loss of performance resulting in users (includes public users) being unable to perform their normal activities as essential functions and critical programs are partially available or severely restricted. Inconvenient workaround or no workaround exists. The environment is usable but severely limited.	• Intermittent network connectivity
Severity 3	Moderate loss of performance resulting in multiple users (includes public users) impacted in their normal functions.	

Annexure – XV: Integrity Pact & Holiday Listing

IꜢ(3)

ANNEXURE-I

INTEGRITY PACT

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED), an apex level Co-operative Marketing Federation, registered under the provisions of Multi State Cooperative Societies Act, 2002 (as amended up to date), having its Head Office at Nafed House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014 through .... (hereinafter referred to as the "The Principal", as the context may require or admit, which expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, be deemed to mean and include its representatives, nominees, affiliates, successors and permitted assigns) of the ONE PART And

And

.....................a company incorporated under the Companies Act, 1956 or 2013 or Partnership Firm duly registered vides Deed of Partnership dated........ or Proprietorship Firm, thorugh its Director/Partner/Proprietor Mr./Mrs. and having its registered office at _____ (hereinafter referred to as "Vendor/Bidder/Contractor") which expression shall, unless repugnant or contrary to the context or meaning thereof, be deemed to mean and include its successors, authorized signatories and permitted assigns) of the OTHER PART..;

PREAMBLE

A. The Principal intends to award, under laid down organizational procedures, contract/s for .... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor (s).

B. In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) to monitor the tender process and the execution of the contract with the bidders/contractors/vendors for compliance with the principles mentioned in this Integrity Pact.

Article: 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

14(4)

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal will, during the tender process treat all Bidder (s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an unfair advantage in relation to the tender process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Article: 2 – Commitments of the Bidders(s)/Contractor(s)

1. The Bidder(s)/Contractor(s)/Vendor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) /Vendor(s) commit themselves to observe the following principles while participating in the tender process and during the contract execution.

a) The Bidder(s)/Contractor(s)/Vendor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s)/Contractor(s)/Vendor(s) will not enter with other Bidders into any undisclosed agreements or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to

14(5)

restrict competitiveness or to introduce cartelisation in the bidding process.

c) The Bidder(s)/Contractor(s)/Vendor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s)/Vendor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. **Further details of Indian Agents of Foreign Suppliers shall be disclosed by the Bidder(s)/Contractor(s)/Vendors. Further, all the payments made to the Indian agent/representative have to be in Indian Rupees only.**

e) The Bidder(s)/Contractor(s)/Vendor(s) while presenting their bid, will disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f) Bidder(s)/Contractor(s)/ Vendor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

2. The Bidder(s)/Contractor(s)/Vendor(s) will not instigate their persons to commit offences outlined above or be an accessory to such offences.

Article: 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s)/Vendor(s), before award or during execution has committed a transgression through a violation of Article 2, above or in any other form such as to put their reliability or credibility in question, the **Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the laid down procedure.**

14(6)

Article: 4- Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Article 3, or if the Principal is entitled to terminate the contract according to Article 3, the Principal shall be entitled to demand and recover from the Contractor/vendor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Article: 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other firm/Company/organization in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify its exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banking of business dealings".

Article: 6-Equal treatment of all Bidders / Contractors /Subcontractors

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Subcontractor.

2. The principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Article: 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or if an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

14(7)

Article: 8 - Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory to him /her to treat the information and documents of the Bidders / Contractors as confidential. He /she will report to the Managing Director, Nafed.

3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is also applicable to Sub- contractors.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of confidential Information' and of 'Absence of Conflict of interest '. In case of any conflict of interest arising out at a later date, IEM shall inform the Managing Director, Nafed and recues himself/herself from that case.

5. The Principal will provide to the Monitor sufficient information about all the meetings among the parties related to the Project provided such meetings could have any impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, violation of this agreement, he/she will so inform the management to discontinue or take corrective action, or to take relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

14(8)

7. The Monitor will submit a written report to the Managing Director, Nafed within 8 to 10 weeks from the date of reference or intimations to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8. If the Monitor has reported to the Managing Director, Nafed, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Managing Director, Nafed has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioners.

9. The word "Monitor" would include both singular and plural.

Article: 9 – Pact Duration

1. This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Managing Director, Nafed.

Article: 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

2. Changes and supplements as well as termination notices need to be made in writing.

3. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

14(9)

6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

_____
(For & on behalf of the Principal)   (For   &   on   behalf   of
Bidder/Contractor)

(Office Seal)   (Office Seal)
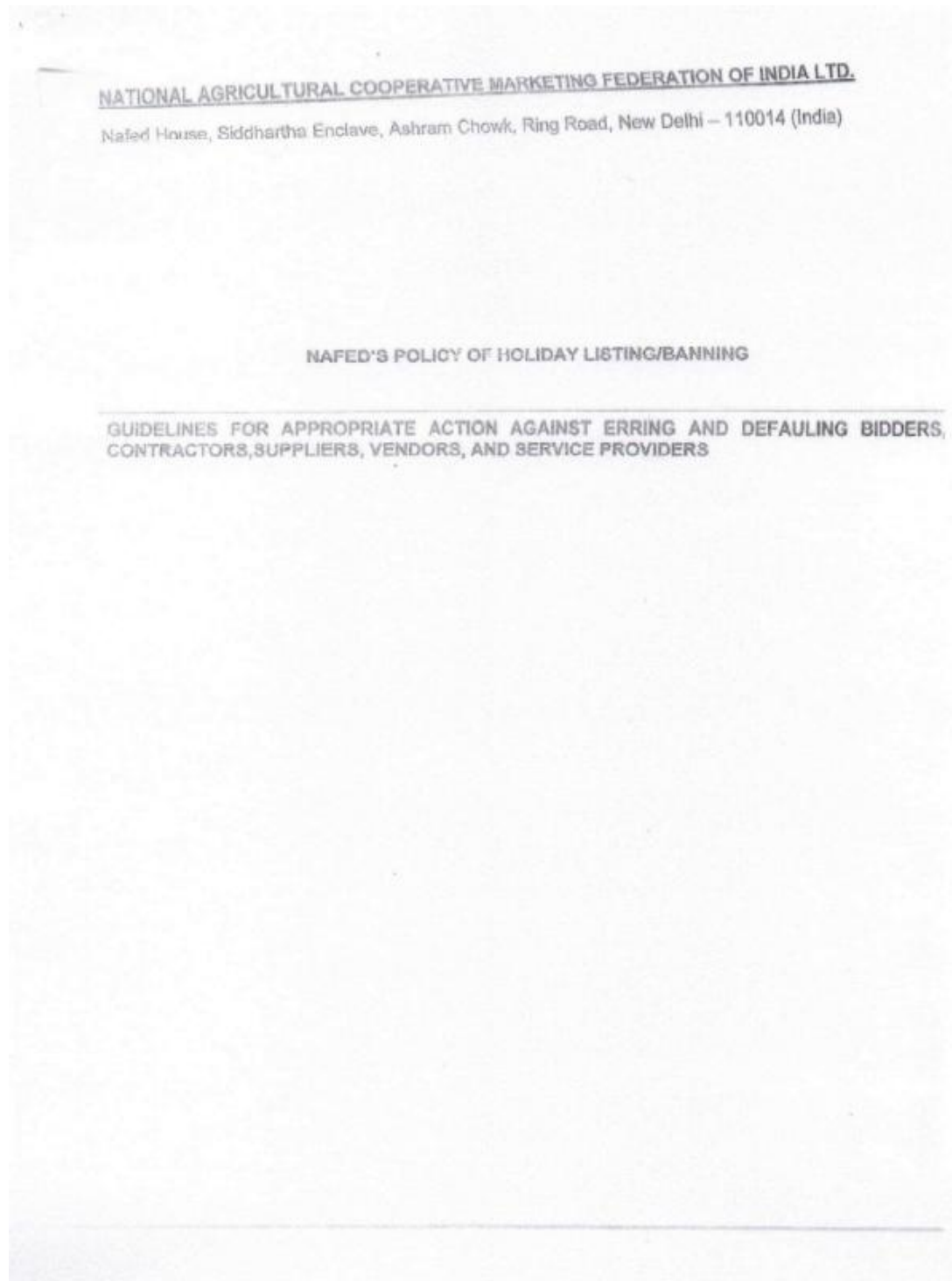
Place: _____
Date _____

Witness 1:
(Name & Address)   _____
                          _____
                          _____
                          _____

Witness 2:
(Name & Address)   _____
                          _____
                          _____
                          _____

NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDERATION OF INDIA LTD.

Nafed House, Siddhartha Enclave, Ashram Chowk, Ring Road, New Delhi – 110014 (India)

NAFED'S POLICY OF HOLIDAY LISTING/BANNING

GUIDELINES FOR APPROPRIATE ACTION AGAINST ERRING AND DEFAULING BIDDERS, CONTRACTORS, SUPPLIERS, VENDORS, AND SERVICE PROVIDERS

TABLE OF CONTENTS

ARTICLE-1: INTRODUCTION:

1.1. NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDERATION OF INDIA LTD (hereinafter referred to as "Nafed") deals with various Agencies, in the course of various procurement, works and service contracts, who are expected to adopt ethics of highest standard and a very high degree of integrity, transparency, commitments and sincerity towards the work undertaken by them. It is not in the interest of Nafed to deal with any agency who commits deception, fraud or other misconduct of whatsoever nature in the tendering process and/or contract execution processes.

1.2. While participating in the tender and performing under a Contract/Order, the Agencies are required to meet certain standard of integrity and adherence to the terms and conditions of the tender/contract. In case any agency fails to meet the standard benchmark of integrity, it is prudent to put the agency on holiday/banning list for specific periods in order to deter the Agencies from committing such defaults. Such decisions shall be taken after following a laid down process.

1.3. Since holiday listing or banning from business dealings involves civil consequences for the agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if submitted by agency, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

1.4. The meaning of "Black listing", "Holiday Listing" and "Banning" is considered one and the same and shall hereafter be referred to only as "Holiday Listing".

ARTCILE-2: SCOPE

2.1. The information for Bidders/Instruction to Bidders and even the General Conditions of Contract generally provide that NAFED shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or poor performance or anything unethical not expected from a reputed agency.

2.2. The procedure of Holiday Listing of Agencies from Business Dealings with NAFED has been laid down in these guidelines.

2.3. These guidelines are applicable across NAFED including all its Branches, sub-offices, etc and shall form part of all the tenders. These guidelines shall be published as a separate document in NAFED website and the General Conditions of Contract shall have a clause expressly stating that the Guidelines and Procedures for Holiday Listing as adopted by NAFED and available separately in NAFED website shall be applicable in the context of all tenders floated and consequently all orders/ contracts / purchase orders placed by NAFED.

2.4. The Holiday Listing shall be with prospective effect, i.e. for future business dealings.

ARTICLE-3: DEFINITIONS.

In these Guidelines, unless the context otherwise requires

3.1. Agency: Party/Contractor/Supplier/Vendor/Bidder/Licensor" in the context of these guidelines is indicated as 'Agency'.

3.2. Competent Authority: "Competent Authority" shall mean the authority, which is competent to take final decision for Banning of business dealings with Agencies, in accordance with these guidelines.

3.3. Appellate Authority: The Appellate authority shall be higher than the "Competent Authority".

3.4. Corrupt Practice: "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

3.5. Fraudulent Practice: "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

3.6. Collusive Practice : "Collusive Practice" amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

3.7. **Coercive Practice:** "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

3.8. **Contract:** "Contract" shall mean all or any contract awarded to an Agency and shall include Purchase Orders/Works Contract/Service Contract.

3.9. **Malpractice :** Malpractice means any Corrupt Practice, Fraudulent Practice, Collusive Practice or Coercive practice as defined herein;

3.10. **Mis-Conduct :** "Mis-conduct" means any act or omission by the Agency, making it liable for action for Holiday Listing as per these guidelines.

3.11. **Nodal Division:** "Nodal Division" means the Division primarily assigned with the role of overseeing the Holiday Listing Process to ensure adherence to guidelines, maintaining, updating and publishing the list of Agencies with whom NAFED has decided to ban business dealings.

3.12. **"Tender:** "Tender" shall mean all or any tender and shall include Enquiry, Request for Quotation, Request for Proposal, Notice Inviting Tender, etc.

3.13. **Vendor De-listment Committee:** "Vendor De-listment Committee" relevant to the concerned Division/Branch which initiates the holiday listing process would the same as the vendor enlistment Committee.

ARTICLE-4: HOLIDAY LISTING

4.1. **Reasons for Holiday Listing:** An Agency may be placed in Holiday List for any one or more of the following circumstances:

4.1.1. If the Agency, in the context of its dealings with the Federation:

a) Has indulged in malpractices ;
b) Has submitted fake, false or forged documents / certificates;
c) Has substituted materials in lieu of materials supplied by NAFED or has not returned or has unauthorized disposed off materials;
d) Has deliberately violated and circumvented the provisions of labor laws/ regulations / rules, safety norms, environmental norms or other statutory requirements;
e) Has deliberately indulged in construction and erection of defective works or supply of substandard materials/commodities;
f) Has not cleared previous dues to NAFED if applicable;
g) Has committed breach of contract or has abandoned the contract;
h) Poor performance of the Agency in one or several contracts;

i) Has not honoured the fax of award / letter of award / Contract / Purchase order after the same is issued by NAFED;

j) Withdraws/ revises the bid upwards after becoming the L1 bidder;

k) Has parted with, leaked or provided confidential / proprietary information of NAFED to any third party without the prior consent of NAFED.

l) Has violated Non Disclosure Agreement.

4.1.2. The following additional grounds can also be reasons for Holiday listing of an agency:

a) If the Agency is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency;

b) Any other ground, including transgression of Integrity Pact, which, in the opinion of the Federation, makes it undesirable to deal with the Agency; In the case of transgression of Integrity Pact, the same should be substantiated by the verdict of the Independent External Monitor.

4.2. Procedure:

4.2.1. Proceedings for Holiday Listing shall be initiated against an Agency when a prima facie case for Holiday Listing comes up, under any of the above mentioned circumstances; before taking a decision, a fair opportunity of hearing the party should be given by means of a Show Cause notice. The show cause notice should indicate clearly and precisely the charges/misconduct which should be based on facts as can be proved as distinct from mere allegations. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the "Agency" should be asked to submit within 15 days a written statement in its defence. A performa of Show Cause notice is attached at Annexure-A.

4.2.2. The proceedings shall start with a proposal for initiating action against the Agency, to be raised by the concerned Branch/Division which, in the first instance, is to be cleared by the relevant Vendor De-listment Committee.

4.2.3. The proposal shall state a brief background of the case, the action proposed and all supporting documents, including a note from the concerned Branch/Division responsible for execution of a work, in the case the proposal is related to the performance of a contract. A draft show cause notice is also to be attached to the proposal.

4.2.4. On preliminary examination of the proposal with attached documents, if the vendor de-listment committee is of the opinion that action is to be initiated against the Agency, the committee will approve the proposal along with the proposed Show Cause Notice.

4.2.5. Thereupon the Show Cause Notice, as approved, will be issued by the concerned Division. Before issuing the Show Cause Notice, concerned

Division should give intimation to the Nodal Division regarding the proposed action against the Agency, along with a copy of the Show Cause notice for record. The Nodal Division, shall in turn publish this information in NAFED website for information and reference of all business divisions/all branches across the Federation.

4.2.6. On receipt of the explanation from the Agency, the concerned Division/Branch will put up the proposal for holiday listing, to the competent authority, through the vendor de-listment committee & the Nodal Department. This proposal would consist of a background of the case, copy of initiation proposal approved by vendor de-listment committee, copy of the Show Cause Notice issued and Agency's reply received and the concerned branch/division's comments on the same. The period for which holiday listing is recommended should also be clearly mentioned in the proposal. All relevant supporting documents should also be attached; In case no explanation is received from the Agency within the stipulated time, the case shall be preceded with ex-parte.

4.2.7. The proposal along with the reply from the Agency would be examined by the Vendor delistment Committee; thereafter, with the recommendation from the vendor de-listment Committee, the proposal would be put up through the Nodal Division to the Competent Authority for final decision on banning or otherwise.

4.2.8. The competent authority, after examining all the materials on record, including the explanation from the Agency, will give their decision on the proposal. Competent Authority in its decision may :

a) Approve the proposal for Holiday Listing as such; OR

b) Approval the proposal for holiday listing for a period higher than that was recommended, in case the Competent Authority is of the opinion that banning for a longer period is required in view of the gravity of the case; OR

c) Approve the proposal for holiday listing for a period lesser than that was recommended, in case the Competent Authority is of the opinion that lesser period would meet the requirement, considering the gravity of the case; OR

d) Reject the proposal, in case, based on explanation furnished by the Agency, the Competent Authority is of opinion that the alleged misconduct / malpractice was either not substantiated or has happened on account of circumstances on which Agency had no control.

4.2.9. The decision of the Competent Authority regarding Holiday Listing of business dealings should be communicated to the 'Agency' concerned, by the concerned Branch/Division. A draft performa for intimation of Holiday Listing to Agency is at Annexure B.

4.2.10. The Holiday Listing process should be completed at the earliest and in any case within 45 days from initiation of case by concerned Branch/Division responsible for invitation of bids.

4.2.11. The Competent Authority shall decide on the period of holiday listing, on case to case basis, depending on the gravity of the case and considering the implications for NAFED on account of the Act/Omission on the part of the Agency, intentions of the Agency as established from the circumstances of the case, frequency of tendering for work of similar nature etc.

4.2.12. Ordinarily, the period for which as Agency is Holiday listed should not be less than 01 year and should not exceed 03 years. However, in extraordinary circumstances as mentioned below, banning of 15 years can be done. The broad guidelines for the period of holiday listing based on the circumstances under which they were put on holiday listing is as under :

S.No.	Reasons for holiday listing	Period of holiday listing
1.	Indulged in malpractices resulting in financial loss to the Nafed	15 years
2.	Submitted fake, false or forged documents / certificates	3 years
3.	Has substituted materials in lieu of materials supplied by NAFED or has not returned or has unauthorizedly disposed off materials / documents or equipments supplied by NAFED.	15 years
4.	Has deliberately violated and circumvented the provisions of labour laws/ regulations / rules , safety norms, environmental norms or other statutory requirements	3 years
5.	Has deliberately indulged in construction and erection of defective works or supply of substandard materials	3 years
6.	has not cleared NAFEDs previous dues, if applicable	1 year
7.	Has committed breach of contract or has abandoned the contract	3 years
8.	Poor performance of the Agency in one or several contracts	1 year
9.	Has not honoured the fax of award / letter of award / Contract / Purchase order after the same is issued by NAFED.	1 year
10.	Withdraws/ revises the bid upwards after becoming the L1 bidder	1 year
11.	Has parted with, leaked or provided confidential / proprietary information of NAFED to any third party without the prior consent of NAFED.	15 years
12.	If the Agency is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency	3 years
13.	Transgression of Integrity Pact of Nafed, which, in the opinion of the Nafed, makes it undesirable to deal with the Agency;	3 years

4.2.13. Provision for Appeal

i. An agency aggrieved with the decision of the Competent Authority shall have the option of filing an appeal against the decision of the Competent Authority i.e. Managing Director to the Appellate Authority i.e. Business Committee of NAFED within a maximum of 15 days from the date of receipt of intimation of holiday listing.

ii. Any appeal filed after expiry of the above period shall not be considered by the Appellate Authority.

iii. On receipt of the Appeal from the Agency, the Appellate Authority, if it so desires, may call for comments from the Competent Authority;

iv. After receipt of the comments from the Competent Authority, the Appellate Authority, if it so desires, may also give an opportunity for personal hearing, to the Appellant Agency.

v. After examining the facts of the case and documents available on record and considering the submissions of the Appellant Agency, the Appellate Authority may pass appropriate order by which the Appellate Authority may either: (a) Uphold the decision of Competent authority with or without any variation /lesser period of Holiday Listing;   OR (b) Annul the order of the Competent Authority.

vi. Appellate Authority shall pass its order within a maximum period of 45 days from the date of receipt of Appeal.

vii. Order of the Appellate Authority shall be communicated to the Agency by the concerned Branch/Division copy of which shall be given to the Nodal Division. A draft performa for communicating the decision of the Appellate Authority is at Annexure C.

4.2.15. Effect of Holiday Listing

i. No enquiry / bid / tender shall be entertained with an Agency as long as the 'Agency' name appears in the Holiday list.

ii. If an 'Agency' is put on the Holiday list during tendering :
a) If an 'Agency' is put on Holiday List after issue of the enquiry / bid / tender but before opening of the un-priced bid, the un-priced bid of the 'Agency' shall not be opened and BG/EMD , if submitted by the 'Agency' shall be returned . If an 'Agency' is put on Holiday List after un-priced bid opening but before price bid opening, the price bid of the 'Agency' shall not be opened and BG/EMD submitted by the 'Agency' shall be returned .

b) If an 'Agency' is put on Holiday List after opening of price bid but before finalization of the tender, the offer of the 'Agency' shall be ignored and will not be further evaluated and the   BG/EMD if any

submitted by the 'Agency' shall be returned, The 'Agency' will not be considered for issue of order even if the 'Agency' is the lowest (L1). In such situation next lowest shall be considered as L1.

c) If contract with the 'Agency' concerned is in operation, (including cases were contract has already been awarded before decision of holiday listing) normally order for Holiday Listing from business dealings cannot affect the contract, because contract is a legal document and unless the same is terminated in terms of the contract, unilateral termination will amount to breach and will have civil consequences.

III. In cases where holiday listing proposal has been initiated by some Branches/Divisions in the Federation, but the process is yet to be completed and order of Competent Authority is awaited, the tendering process may be taken forward till price bid opening and after price bid opening, decision on the tender may be kept on hold till such time order of Competent Authority is issued.

ARTICLE-5: DECLARATION BY BIDDERS REGARDING HOLIDAY LISTING STATUS:

Tenders invited for purchase of Goods and Services for both Open Tenders as well as Limited Tenders, should have the provision that the bidder should submit a declaration to the effect that they are not currently serving any Holiday Listing orders issued by NAFED debarring them from carrying on business dealings with the NAFED or serving a banning order by another Department/Federations. Offers not accompanied with a declaration should be incorporated in rejection criteria. Any wrong declaration in this context shall make the Agency liable for action under this Holiday Listing procedure.

ARTICLE-6. REVOCATION OF HOLIDAY LISTING:

6.1. An order for Holiday Listing once passed for a certain specified period shall be revoked as under :

6.1.1. An order for Holiday Listing passed for a certain specified period shall be revoked on the expiry of that specified period, subject to the Agency giving a request in writing clearly mentioning the corrective action which has already been taken / proposed to be taken, to avoid recurrence Specific order of revocation shall be issued by the concerned Branch/Division Vendor Enlistment Committee, which had recommended the Holiday Listing , after considering the Vendor's request, with copy to the Nodal Division.

6.1.2. A Holiday Listing order may, on a review during its currency of operation, be revoked by the Competent Authority if it is of the opinion that the disability already suffered is adequate in the circumstances of the case, and the Agency has taken appropriate action to avoid recurrence.

ARTICLE-7: PUBLISHING OF HOLIDAY LISTING INFORMATION IN NAFED WEB-SITE:

7.1. Once an order of Holiday Listing of an Agency is passed by the Competent Authority, the said information shall be published in the NAFED web-site, by the Nodal Division/Branch.

7.2. All Agencies, should before issue of tender in limited tender cases and before opening of price bids in all cases, verify with this published information that the bidder concerned is not currently serving any Holiday Listing orders issued by NAFED.

7.3. All orders of revocation of holiday listing shall, immediately on revocation, be made available to the Nodal Division, who in turn shall update the information in the web-site accordingly.

7.4. To take cognizance of the holiday listing process in the initiation stage itself, the Nodal Division should update the information in the NAFED web site, as soon as they get intimation from the concerned Branch/Division, along with copy of proposed show cause notice.

7.5. Nodal Division shall intimate each instance of Holiday Listing and Revocation to other Department/Federation. Similarly information regarding Holiday Listing, if any received from other Department/Federation shall be communicated by the Nodal Division to the concerned Branch/Division and/or published in the website for reference.

****

Annexure –A

(Proforma of Show Cause Notice)

BY REGD. POST/SPEED POST/COURIER

No ....

Date............

To

M/s ....

Sub: Show Cause Notice

Ref :

Dear Sir,

You are hereby required to show-cause in writing within 15 days from the date hereof why you should not be placed on Holiday List and be debarred from entering into any contracts with NAFED for the following reasons:

(Give Reasons)

Your reply (if any) should be supported by documents and documentary evidence which you wish to rely in support of your reply should you fail to reply to this Show Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say and we shall proceed accordingly.

Your reply, if any, and the documents / documentary evidence given in support shall; be taken into consideration prior to arriving at a decision.

Yours faithfully,

Annexure –B

(Performa for Intimation of Holiday Listing)

BY REGD. POST/SPEED POST/COURIER

No. ....

Date.............

To

M/s ....

Sub: Intimation of Banning of Business Dealings / Holiday Listing

Dear Sir,

WHERAS our Show Cause Notice served to you dated .... WHERAS, in spite of the opportunity given to you, you have failed to show cause as required / your reply to the show cause notice *(and documents and documentary evidence submitted in support of your reply) has / have been duly considered; (Speaking Order either to agree or rebut the reply furnished by Agency – allegation wise) After considering the allegations made in the show cause notice/your reply to the show cause notice*(and documents and documentary evidence furnished in support thereof) as cited above, It has been decided that business dealings with you will be banned and you are hereby debarred from entering into contracts with NAFED for .... Years/months, effective from the date hereof.
This order shall have the following effects:

1. No enquiry / bid / tender shall be issued to you nor will the bids submitted by you be entertained;

2. In cases where tenders have already been issued to you and price bids are yet to be opened, the price bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.

3. In cases where tenders have already been issued to you and price bids have already been opened, but final decision is pending, your quote will not be considered for further evaluation and finalization of the tender, and BG/EMD, if any, submitted by you shall be returned.

4. In case of ongoing contracts between you & NAFED, (including cases were contract has already been awarded before ....) you will be required to continue with the execution and perform as per terms of the contract.

In case you are aggrieved by this order, you may file an Appeal before ...... (Indicate here the relevant Appellate Authority), within a maximum of 15 days from the date of receipt of this order. You may represent your case before the Appellate Authority, along with necessary justification. On expiry of the above period of holiday listing, you may approach......(indicate the concerned Branch/Division) , with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to the Holiday Listing. (Give Reasons)

Yours faithfully,

Annexure –C

(Performa for communication of Appellate Decision on Holiday Listing Order)

BY REGD. POST/SPEED POST/COURIER

No. ....   Date ....

To

M/s ....

Sub: Banning of Business Dealings / Holiday Listing- Intimation of decision of Appellate Authority

Ref: 1. Order dated .... placing M/s .... on Holiday List by NAFED

2. Your Appeal reference .... Dt.......

Dear Sir,

This has reference to the order dt......... placing you on Holiday List and your appeal petition reference ..... dt.... on the same. After considering the findings of the Original Authority in order dt....., submissions made by you in your appeal , and the documents/documentary evidences available on record, it has been decided finally that :

- There is no infirmity in the order of the Original Authority, and the allegations stand substantiated and the Holiday Listing for the period of ...... years/month from the date of order, as ordered by the original Authority is upheld.

- Considering your submissions, the order of Holiday Listing passed by the original authority is upheld , but with a reduction in period of holiday listing for .... years/months from the date of order of original authority.

- Considering your submissions and the evidence available on record, there is enough justification to annul the order of the original authority. (*** Incorporate any one of the above as applicable)

Yours faithfully,