



# PSB Alliance Private Limited

Promoted by Banks

## Request for Proposal for Empanelment of MSPs for “PSB Community Cloud”

**(RFP Ref. No. PSBA/RFP/CLOUD/2023-24/011  
Dated 05/12/2023)**

The information provided by the bidders in response to this RFP Document will become the property of PSB ALLIANCE PRIVATE LIMITED. And will not be returned. The company reserves the right to amend, rescind, reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The company also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever.

This document is prepared by PSB ALLIANCE PRIVATE LIMITED for Selection of Vendor for empanelment of MSPs for offering MeitY Empaneled Cloud Services and Cloud Managed Services

It should not be reused or copied or used either partially or fully in any form.

### **Disclaimer**

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by the Company or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by the Company, but an invitation for Service Providers' responses. No contractual obligation on behalf of the Company, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of the Company and the Bidder.

PSB Alliance Private Limited (herein after referred to as “Company” / “PSB Alliance”) invites proposals from interested and eligible firms (hereafter referred as ‘Bidders’) vide RFP Ref. No. PSBA/RFP/CLOUD/2023-24/011 Dated 05/12/2023) which meets the evaluation criteria to get empaneled with PSB Alliance for offering MeitY empaneled cloud services and managed cloud services to the Public Sector Banks and other Banking Agencies. This will further facilitate the procurement process of the Banking Sector and accelerate cloud adoption, with the discovery of a catalogue of Cloud and Managed services along with their discovered prices. For this RFP, the vendor will be the single point of contact for the Company and will be entirely responsible for the project including performance, availability, and efficiency of the solutions.

### **Schedule of Events (Fact Sheet)**

RFP Reference No.	:	PSBA/RFP/CLOUD/2023-24/011
Date of RFP Document	:	05.12.2023
Last date for submission of queries	:	13.12.2023
Date of Pre-Bid Meeting	:	15.12.2023 at PSB Alliance Private Limited, Unit 1, 3 <sup>rd</sup> Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East, Mumbai 400 037.  Pre-bid meeting in person would be preferred. However, in the event any Bidder prefers to attend the pre-bid meeting via any on-line mode then the Bidder as part of the pre-bid queries must request for the same. Bidders who have only requested for attendance through on-line mode as part of the pre-bid queries will be sent a link separately to their respective mail ID's mentioned for correspondence.
Last date for submission of RFP Response	:	27.12.2023 till 3:00 P.M.
Address for Submission of Bids	:	PSB Alliance Private Limited, Unit 1, 3rd Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East, Mumbai-400 037.
Date of Opening of Bids	:	27.12.2023 at 3:30 P.M.
Issued By	:	PSB Alliance Private Limited
Contact Person	:	Mr. Prasad Parkhe /Mr. Abhijit Gajakosh
Telephone	:	9820146082 / 9967446405
Email	:	dsb.it2@psballiance.com/ dsb.it1@psballiance.com

<p><b>Non-refundable Tender Application Fees</b></p>	:	<p>Tender Application fee of Rs. <b>25,000/-</b> (Rupees Twenty-Five Thousand only) is to be submitted on or before the bid response submission by way of a Demand Draft favoring PSB Alliance Pvt. Ltd. payable at Mumbai / NEFT as per the detailed below:</p> <ul style="list-style-type: none"> <li>• Payee Name: PSB Alliance Private</li> <li>• A/c No.: 41203155700</li> <li>• IFSC Code: SBIN0001821</li> <li>• Account Type: Current A/C</li> </ul> <p>+ Bidders will be exempted from payment of cost of RFP if bidder can furnish requisite proof subject to satisfaction of the Company. Bidder to note that no other relaxation will be provided to MSMEs.</p>
<p><b>Earnest Money Deposit (EMD)</b></p> <p>MSME Bidders will be exempted from EMD cost of RFP if Bidders can furnish requisite proof subject to satisfaction of the Company.</p>	:	<p>INR 5,00,000/- (Indian Rupees Five Lakh only) <b>Validity period-</b> Valid for a period of 1 year with a claim period of 12 months</p>

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## 1. Introduction

### 1.1 About PSB Alliance

"PSB Alliance Private Limited" (herein after referred to as the "Company") is an umbrella organization for all Public Sector Banks primarily focusing on delivering financial and non-financial banking services. This Company would drive this project on behalf of all the Public Sector Banks, providing them with a common platform with a safe, secure, and efficient environment in a cost-effective manner.

As the Company has been created by the Public Sector Banks (PSB), it can act as an intermediary for all the PSBs and create a common applications/platform by drawing on the experience and inputs from these Banks and take advantage of the combined Scale of operations. This will help the PSBs to lower their cost of acquiring new business platforms/technologies and at the same time will benefit their customers to have access to the latest technology coupled with standard robust processes.

### 1.2 Purpose

- a) Through this document, PSB Alliance invites tenders from reputed, experienced, and financially sound MeitY Empaneled Cloud Service Providers (CSP) having a valid MeitY, GoI empanelment or authorized partners of such CSPs for empanelment with PSB Alliance.
- b) There will be no minimum commitment of business in respect of the cloud services to be taken by the PSB Alliance from the Empaneled Service Provider (ESP) / Suppliers either at present or in the future. Bidders may make their own assessment before submission of bids. No communication w.r.t business/profit shall be entertained by PSB Alliance during the currency of contract.
- c) The services empaneled and prices discovered through this RFP may be used by PSB Alliance and /or other clients of PSB Alliance.
- d) PSB Alliance may, at its own discretion, extend the date for submission of bids. In such case, all rights, and obligations of the PSB Alliance and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

The objective of this RFP is to empanel qualifying bidders with the requisite expertise and experience for providing MeitY empaneled cloud services and managed cloud services to the Public Sector Banks and other Banking Agencies.

### 1.3 Please Note

- This RFP document is for all interested bidders having proven past capability & experience.
- The prospective bidder will be invited to attend the pre-bid meeting at Office or through the Webex link.
- All costs and expenses (whether in terms of time or material or money) incurred by the Recipient/ Bidder in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Company, will be borne entirely and exclusively by the Bidder.
- Tender offers will be opened in the presence of the bidder's representatives who choose to attend the opening of tender on the specified date, time, and place.



- Technical Specifications, Bill of Material document, Terms and Conditions and various formats and proforma for submitting the tender offer are described in the tender document and Annexures.
- In case a holiday is declared on any day, the event will be shifted to the next working day, same time.
- All corrigendum /addendums /clarifications regarding this RFP shall be posted on the above-mentioned websites only. No other communication or advertisement will be given.
- Tender documents shall be downloaded from the website link available at the PSB Alliance Tender web page.
- Bidders are advised to visit the PSB Alliance web site to get themselves updated for information on this tender. Corrigendum and addendum may be issued on the changes required. Replies on pre-bid queries received by PSB Alliance shall be displayed on their website. Bidders are advised to visit the webpage regularly and update themselves. The Pre-Bid queries, Corrigendum/addendum are deemed part of tender documents and Bidders are supposed to upload their proposals duly signed as per the guidelines given in the tender document.

#### 1.4 Tender Document

The tender document may be downloaded from the Company's official website <https://www.psballiance.com/tenders-and-notice.html>.



### **Disclaimer**

The information contained in this RFP document, or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Company, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Company to the shortlisted Bidders for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP and obtain independent advice, wherever necessary. The company makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this RFP. The company may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. The Company is in no way responsible for any assumptions made by the bidder. The bidder will need to factor in all services and costs to meet the requirements of the RFP and the Company at no time will accept any plea from the bidders for any assumptions, deviations or omissions made by them.

## 2. Structure of RFP

1. An overview of services to be provided by the Bidder.
2. An overview of the Cloud Services, Cloud Migration and Managed Services and Cloud Capacity Building Services Catalogue required from the Bidder.
3. The technical and commercial evaluation methodology which shall be followed to select the successful Bidder and.
4. The terms and conditions to which this RFP and the Bidder responses shall be subject to PSB Alliance shall enter into a separate contract after selecting the bidder, which shall detail the terms and conditions.

A detailed set of annexures is provided to the bidder for formulation of responses for evaluation covering sections such as functional requirements, technical requirements, solution architecture requirements, proposed team fitment/ strength, training the requisite personnel, etc. The list of such annexures is provided in the table below.

Bid Formats attached in this document.

Annexure Reference	Content
Annexure - I	Bid Check List
Annexure - II	Bid Covering Letter
Annexure - III	Pre-Qualification Proposal Formats
Annexure - IV	Technical Evaluation Criteria Forms
Annexure - V	Role of CSP, Service Provider and PSBA
Annexure - VI	Scope of Services – Cloud Services, Cloud Advisory Services, Migration Services, Cloud Managed Services, Capacity Building Services and Exit Management Services
Annexure - VII	Indicative Service Levels
Annexure - VIII	Format for Performance Bank Guarantee
Annexure – IX	MSP Self Declaration

### 3. Definitions

Cloud	As per NIST definition, cloud is offered as on-demand self-service where the Client can unilaterally provision computing capabilities without requiring human interaction from the cloud service provider (CSP). CSP offers a set of services through their online administrative console through which the customers can unilaterally provision the compute instances (virtual machines), mount storage, configure network topology (e.g., configuration of firewalls, sub-nets, routing tables, network ACLs, private IP range, VPN gateways), and enable the right security architecture (e.g., encryption, web application firewall) as required for their environment.
Empaneled Service Provider	Refers to the bidders who are technically and financially qualified as per the criteria laid down under this document and who have quoted a price for any/ all the items mentioned in the bid. Contract would be signed with each such Empaneled Service Provider.
Supplier	"Supplier" means the "Empaneled Service Provider", who is empaneled through the process laid out in this RFP, for Supply of cloud services to the PSBA clients under the contract.
Authorized Signatory	The bidder's representative (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney from the Competent authority of the respective Bidding firm.
Bid	"Bid" means the response to this document presented in Single Packet, Technical Cum Commercial Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexure, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any individual/proprietor/ partnership firm/agency/ company/ responding to Request for Proposal and who submits Bid.
Contract	Means the contract of empanelment entered between the PSBA and the "Empaneled Service Provider" for supply of cloud services with the entire documentation specified in the RFP.
Day	"Day" means a working day as per rules of PSBA.
EMD	Earnest Money Deposit
DD	Demand Draft
Purchaser	PSBA acting on behalf of Banks / Financial Institutions
TC	Tender Committee
PBG	Performance Bank Guarantee
Security Deposit (SD)	Amount of the Order Value deposited by the Bidder and retained till the successful completion of the project (As long as the bidder fulfils the contractual agreement).
Services	"Services" means the services to be delivered by the "Empaneled Service Provider" / Supplier and as required to run the project successfully as per the Contract.
RFP	"RFP" means the Request for Proposals
Work Order	"Work Order" shall mean the Purchase Order/Work order and its attachments and exhibits issued by PSBA
Consignee	"Consignee" shall mean PSBA

Client	Banks / Financial Institutions acting as Client for PSBA
CSP	Cloud Service Providers (CSP) having a valid MeitY, GoI empanelment to provide cloud services. A CSP can bid directly or authorize their partners for the bidding.
Cloud SLO	Cloud “Service Level Objective” (SLO) means the target for a given attribute of a cloud service that can be expressed quantitatively or qualitatively.
Cloud SLA’s	Cloud “SLAs” means documented agreement between the Supplier and PSBA, which identifies services and cloud service level objectives (SLOs).
Response Time	“Response time” is the time interval between Client initiated event (e.g., logging of the request) and the Supplier initiated event in response to that stimulus.
Availability	“Availability” means the time for which the cloud services and facilities are available for conducting operations on the Client system. Availability is defined as: $\{(Total\ Operation\ Time - System\ Downtime) / (Total\ Operation\ Time)\} * 100\%$
Incident	“Incident” refers to any event/issue that affects the normal functioning of the services / infrastructure, reported by the Client to the Supplier.
Recovery point Objective	Recovery Point Objective is the maximum allowable time between recovery points.
Recovery Time Objective	Recovery Time Objective is the maximum amount of time a business process may be disrupted, after a disaster, without suffering unacceptable business consequences.
Similar Project	Providing services related to Data Centre or Cloud
Validity of Documents	Validity of all the documents shall be counted from the last date of submission of bids

## 4. Instructions to Bidders

### 4.1 Objectives of this RFP

Public Sector Banks / Financial Institutions are not able to move for cloud adoption due to lack of trust, no presence of internal teams to define security controls for protection of data, and lack of ability to utilize these services for innovation and improvement across the government service delivery platform. To create this capacity building and provide a secure environment for cloud adoption, PSB Alliance will act as a trusted managed cloud service provider to these organizations. To enable this, PSB Alliance through this RFP invites proposals from reputed firms (hereafter referred as ‘Bidders’) which meets the evaluation criteria and can get empaneled with PSB Alliance to offer cloud and related services to their various clients.

### 4.2 General

- The tender must be submitted before the due date and on time. The offers received after the due

date and time will not be considered.

- All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by PSB Alliance based on this tender.
- 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 PSB Alliance. PSB Alliance may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of PSB Alliance.
- This RFP does not constitute an offer by PSB Alliance. The bidder's participation in this process may result in PSBA selecting the bidder to engage towards execution of the contract.

#### 4.3 Availability of the RFP Document

Refer to the details under Schedule of Events (Fact Sheet)

#### 4.4 Tender Fee

The bidder may download the tender document from the website as mentioned in the data sheet. The bidder shall furnish tender document fees, as part of the Eligibility Criteria, as per detail provided in the Data sheet.

#### 4.5 Bid Security / Earnest Money Deposit (EMD)

- The bidder shall furnish EMD, as part of the Eligibility Criteria, as per detail provided in the Data sheet. The Bid sent without an EMD is considered UNRESPONSIVE and will not be considered.
- The EMD shall be in Indian Rupees and bidder must be paid through online mode.
- EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.
- EMD of all unsuccessful bidders would be refunded by PSB Alliance as promptly as possible after signing of the agreement with the "Empaneled Service Providers".
- The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.

The Earnest Money will be forfeited on account of one or more of the following reasons: -

1. The Bidder withdraws its bid during the validity period specified in the RFP.
2. The bidder does not respond to requests for clarification of its bid.
3. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
4. The bidder unilaterally withdraws the offer, or unilaterally amends, impairs, or rescinds the offer within the period of its validity.
5. In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee in time.
6. The "Empaneled Service Provider" fails to submit the Fixed Performance Security and / or fails to sign the contract after being intimated by PSB Alliance to do so.

#### 4.6 Bid Preparation Costs

The Bidder must comply with the following instructions during the preparation of Bid: -

- The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices, and other information along with all terms and conditions and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at the Bidder's own risk and may be liable for rejection.
- The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the Bid.
- No bidder shall be allowed to modify, substitute, or withdraw the Bid after its submission.
- The bidder shall be responsible for all costs incurred in connection with participation in the Bid process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by PSB Alliance to facilitate the evaluation process, in negotiating definitive "Empaneled Service Providers" and all such activities related to the bid process. PSB Alliance will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.
- The bids submitted by fax/e-mail etc. shall not be accepted. No correspondence will be entertained on this matter.
- The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal and in providing any additional information required by PSB Alliance to facilitate the evaluation process.
- PSB Alliance will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- This RFP does not commit PSB Alliance to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of the award or for preparing this RFP.
- All materials submitted by the bidder will become the property of PSB Alliance and may be returned completely at its sole discretion.

Failure to comply with the below requirements shall lead to the Bid rejection: -

- Comply with all requirements as set out within this RFP.
- Submission of the forms and other particulars as specified in this tender and respond to each element in the order as set out in this tender.
- Non-submission of all supporting documentations specified in this RFP, corrigendum or any addendum issued.

#### 4.7 Consortium and Sub-Contracting

Bidding as a consortium is **not allowed** for implementation of any component under the scope of this project.

#### 4.8 Debarment from Bidding

1. The bidder shall be debarred if they have been convicted of an offence: -
  - a. Under the Prevention of Corruption Act, 1988; or
  - b. The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.



2. A bidder debarred under Section 5.7 (1) (a) above or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years from the date of debarment.

#### 4.9 Authorized Signatory and Authentication of Bids

The "Authorized Signatory" shall mean the one who has signed the Bid document. The authorized signatory may be either the Principal Officer or the duly Authorized Representative of the Bidder, in which case the Bidder shall submit a power of attorney authorizing the person to be authorized signatory or a copy of board resolution.

#### 4.10 Language

The Proposal must be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is required and should be duly attested by the Bidder. For purposes of interpretation of the documents, the English translation shall govern.

#### 4.11 Complete and Compliant Responses

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

#### 4.12 Late Bids

- a) All Bidders are required to submit their bids (complete in all respects) within the time and date specified in the Schedule of Events (Fact Sheet). The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail/manually etc. shall not be considered.

No correspondence will be entertained on this matter. PSBA shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained. PSB Alliance reserves the right to modify and amend any of the above-stipulated conditions/criteria depending upon project priorities vis-à-vis urgent commitments.

- b) PSB Alliance shall not entertain any bids which could not be submitted properly for whatsoever reasons.

- c) PSB Alliance may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum/corrigendum (on PSB Alliance' website) or by intimating all bidders, in writing or through e-mail. In such a case all rights and obligations of PSB Alliance and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

#### 4.13 Proposal Submission Format

The entire proposal shall be strictly as per the format specified in this RFP and any deviation may result in the rejection of the RFP proposal. Refer Section 6.4 (Bid Submission Format) for the format for Proposal Submission.

#### 4.14 Amendment of the RFP

- At any time up to the last date for receipt of RFP, PSB Alliance may, for any reason, whether at their own initiative or in response to a clarification requested by a prospective firm, modify the Bid Document by an amendment. PSB Alliance shall not be responsible for any oversight or negligence on the part of the bidders on the amendments to the terms and conditions of the tender document and notified through the website.
- Amendments necessitated due to any reason shall be made available on the website only as provided in the document control sheet. It shall be the responsibility of the bidders to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website. PSB Alliance shall not be responsible for any oversight or negligence on the part of the bidders on the amendments to the terms and conditions of the tender document and notified through the website.
- The corrigendum (if any) & any other related communication regarding this tender shall be posted only on the website and no separate communication either in writing or through email will be made to any interested/ participating bidders.
- Any such corrigendum(s) or addendum(s) or clarification(s) shall be deemed to be incorporated into the tender document.
- In order to provide prospective bidders with reasonable time for taking the corrigendum(s) or addendum(s) into account, PSB Alliance, at its discretion, may extend the last date for the receipt of Bids.

#### 4.15 Bid Validity

- Bids shall remain valid till 180 (one hundred and eighty) days from the date of submission of bids. PSB Alliance reserves the right to reject a proposal valid for a shorter period as nonresponsive.
- In exceptional circumstances, PSB Alliance may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its Bid.

- PSB Alliance reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

#### 4.16 Right to the Content of Proposal

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

#### 4.17 Disqualification

The Proposal is liable to be disqualified in, inter alia, any of the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFP: -

PSB Alliance may at its sole discretion and at any time during the evaluation of Bids, disqualify any Bidder, if the Bidder has: -

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- b) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion, or financial failures, etc. in any project in the preceding three years.
- c) Failed to provide clarifications related thereto, when sought.
- d) Submitted more than one Bid (directly/in-directly).
- e) Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
- f) Submitted a bid with price adjustment/variation provision.
- g) Documents are not submitted as specified in the RFP document.
- h) Suppressed any details related to bid.
- i) Submitted incomplete information, subjective, conditional offers and partial offers submitted.
- j) Not submitted documents and Submitted bid with lesser validity period.
- k) Any non-adherence/non-compliance to applicable RFP content such as: -
  - i. Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal.
  - ii. During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid.
  - iii. The Bidder's Proposal is conditional and has deviations from the terms and conditions of RFP.
  - iv. The Proposal is received in an incomplete form.
  - v. The Proposal is received after the due date and time.
  - vi. The Proposal is not accompanied by all the requisite documents.
  - vii. The Proposal is submitted without the bid security declaration as per the format specified in the RFP.

- viii. The information submitted in the proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any.
- ix. The commercial proposal is enclosed within the pre-qualification proposal or other Proposal or vice-versa.

#### 4.18 Confidentiality

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

#### 4.19 Fraud and Corrupt Practices

All the Bidders must observe the highest standards of ethics during the process of selection of "Empaneled Service Providers"/Supplier(s) and during the performance and execution of contract.

For this purpose, definitions of the terms are set forth as follows: -

- i. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of PSBA or its personnel in contract executions.
- ii. **"Fraudulent practice"** means a misrepresentation of facts, in order to influence a selection process or the execution of a contract and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive PSBA of the benefits of -responsive. free and open competition.
- iii. **"Unfair trade practice"** means supply of services different from what is ordered on or change in the Scope of Work.
- iv. **"Coercive practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- v. PSB Alliance will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to be having been engaged in corrupt, fraudulent, or unfair trade practices.
- vi. PSB Alliance will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent, and unfair trade practice in competing for, or in executing, the contract at any point of time.

#### 4.20 Right to Terminate the Process

PSB Alliance may terminate the RFP process at any time and without assigning any reason. PSB Alliance 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 PSBA. The bidder's participation in this process may result in short listing the bidders.

#### 4.21 Government's Right to accept or reject any or all Proposals

PSBA reserves the right to accept or reject any proposal, and to annul the tendering process /Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder

or Bidders of the grounds for Purchaser action.

#### 4.22 Code of Integrity

No official of a procuring entity or a Bidder shall act in contravention of the codes which includes: -

I. Prohibition of

- a) Making an offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided.
- c) Any collusion bid rigging or anti-competitive behavior that may impair the transparency, fairness, and the progress of the procurement process.
- d) Improper use of information provided by the procuring entity to the Bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e) Any financial or business transactions between the Bidder and any official of the procuring entity related to the tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
- f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g) Obstruction of any investigation or auditing of a procurement process.
- h) Making false declaration or providing false information for participation in a tender process or to secure a contract.

II. Disclosure of conflict of interest

- III. Disclosure by the Bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, concludes that a Bidder or prospective Bidder, as the case maybe, has contravened the code of integrity, may take appropriate measures.

## 5. Bidding Process

### 5.1 Pre-Bid Queries

Any clarification (pre-bid query) regarding the RFP can be submitted to PSB Alliance as per the submission mode and timelines mentioned in the Schedule of Events (Fact Sheet) of the RFP. The pre-bid queries must be submitted in the format below, along with name and details of the Bidder submitting the queries. Any requests for clarification received after the expiry of the due date and time mentioned in the fact Sheet shall not be entertained by PSB Alliance. Further, PSB Alliance reserves the

right to issue or not issue any responses/clarifications/ corrigendum at its own discretion.

S. No.	Clause No.	Page no.	Content of RFP which require Clarification	Point of Clarification

## 5.2 Pre-Bid Meeting

PSB Alliance will organize a pre-bid meeting with the prospective bidders as per details provided in the Schedule of Events (Fact Sheet) of the RFP and may respond to any request for clarifications on, and/or modifications of this RFP. It may formally respond to the pre-bid queries after the pre-bid meeting as mentioned in the Fact Sheet. Only people duly authorized by the Bidder will be allowed to participate in the pre-bid meeting. The authorized representatives should carry a valid proof of identification for verification before the commencement of the pre-bid Conference.

1. The representatives of the interested organizations shall attend the pre-bid conference at their own cost.
2. Only people duly authorized by the interested organization will be allowed to participate in the pre-bid conference. A maximum of four (4) representatives shall be allowed to attend the pre-bid conference.
3. The authorized signatory of the bidder shall indicate to PSBA the names of the individuals who will be attending the pre bid conference on behalf of the interested organization via an e-mail to **dsb.it1@psballiance.com** and **dsb.it2@psballiance.com**
4. The authorized representatives of the bidder as specified in point 3 should carry a valid proof of identification for verification before the commencement of the pre-bid conference.

## 5.3 Responses to Pre-Bid Queries and Issue of Corrigendum

1. PSB Alliance will endeavor to provide a timely response to all the queries. However, PSB Alliance makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders.
2. At any time prior to the last date for receipt of bids, PSB Alliance may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document. Any modifications of this RFP, which may be necessary as a result of the pre-bid conference or for any other reason, shall be made available by PSB Alliance exclusively through a corrigendum/addendum.
3. Any such corrigendum shall be deemed to be incorporated into this RFP.
4. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the PSB Alliance' Website.
5. In order to provide prospective bidders with reasonable time for taking the corrigendum into account, PSB Alliance may, at its discretion, extend the last date for the receipt of RFP Proposals.

## 5.4 Bid Submission Format

1. A three staged bid system will be followed for this RFP. The three bids to be submitted by bidders on are –
  - a. Pre-Qualification Bid

- b. Technical Bid
- c. Commercial Bid

2. The bids are to be submitted in hard copy and soft copy in a pen drive on or before the last date of proposal submission. Bids received in any other form will not be accepted and may lead to rejection of the bid.
3. The Bidder should consider any Corrigendum to this RFP document that may have been published before submitting their Proposals.
4. The Proposal is to be submitted in four covers as mentioned below :-

S. No.	Bid covers	Bid submission
1.	Tender Fee	Rs. 25,000/-
2.	EMD / Bid Security Declaration	Original to be submitted to PSBA.
3.	Qualification -qualification bid	a) Pre-Qualification Proposal as per section 6.7 (Pre-Qualification Criteria) along with the specified documents/Forms at Annexure III (Pre-Qualification Proposal Format). d) Checklist of all documents submitted
4.	Technical Bid	As per 6.10 Technical Response Format
5.	Commercial Bid	a) Commercial Proposal Cover Letter b) Commercial Proposal as per the required supporting documents/forms

5. Please note that prices (that is expected to be part of the commercial bid and not public information) must not be indicated in the pre-qualification and/or technical bids and must only be indicated in the commercial bid. In case any bidder submits such commercial information (non-public pricing information) in its pre-qualification and/or technical bid, then the bids of such bidders will be summarily rejected by PSB Alliance.
6. The pre-qualification bid, technical bid and commercial bid should be complete documents and should be in separate single PDF documents. All the pages of the bid must be sequentially numbered and must contain a list of contents with page numbers. Bidders are required to submit all details as per the formats given in the RFP document only. Any deficiency in documentation may result in the rejection of the bid at the sole discretion of PSB Alliance.
7. Tender Fee and Original Bid Security Declaration is required to be submitted manually at PSB Alliance's office in a sealed cover and a scan copy of Tender Fee and Bid Security Declaration needs to be submitted by the bidders in a pen drive. While submitting the original Tender Fee and Bid Security Declaration, the Tender Fee and Bid Security Declaration should be placed in a sealed cover and the envelope be super scribed as **"Tender Fee and Bid Security Declaration for RFP PSBA/RFP/CLOUD/2023-24/011 Dated 05/12/2023"** along with bidders name mentioned on the cover. Original Tender Fee and Bid Security Declaration must be submitted on or before the last date of submission at the following address - PSB Alliance Private Limited, Unit 1, 3rd Floor, VIOS Commercial Tower, Near Wadala Truck Terminal, Wadala East. Mumbai-400 037.

8. The Bidders are requested to go through the RFP document carefully to understand the documents required to be submitted and the process to be followed as a part of the Proposal. Any deviations may lead to rejection of the Proposal.
9. The Bidder should try to submit the proposal well before the last date and hence to avoid any inconvenience at the last moment. The Bidder will not be allowed to submit the Proposal after the Bid submission time.
10. Each document submitted by the bidder in pre-qualification, technical and commercial proposals must be duly signed by the authorized signatory as per section 4.9 (Authorized Signatory and Authentication of Bids).

## 6. Selection of Bidders: Evaluation Process and Criteria

### 6.1 Clarifications on Submitted Bids

During the process of evaluation of the Bids, PSB Alliance may, at its discretion, ask Bidders for clarifications on their bids. The Bidders are required to respond within the prescribed time frame given for submission of such clarification. The request for clarification and the response shall be in writing, and no change in the substance of the Proposal shall be sought, offered, or permitted.

### 6.2 Deviations

Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders must ensure that the pre-bid meeting is attended by their concerned senior people so that all clarifications and assumptions are resolved before bid submission.

### 6.3 Acceptance / Rejection of Bids

PSB Alliance reserves the right to reject any or all offers without assigning any reason. PSB Alliance reserves the right to take a decision according to requirement and no claim on whatsoever ground shall be entertained from the bidder.

### 6.4 Bid Opening

- PSB Alliance will constitute a committee to evaluate the Bids submitted by Bidders. A three-stage process, as explained hereinafter, will be adopted for evaluation of Bids. No correspondence will be entertained outside the process of evaluation with the Committee.
- The Bids submitted will be opened at time & date as specified in the document control sheet by Committee or any other officer authorized by Committee, in the presence of bidders or their representatives who may wish to be present at the time of bid opening.
- Only two people from each participating bidder's shall be allowed to attend the Bid opening



meetings.

- The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidders to establish their identity to attend the bid opening.

## 6.5 Preliminary Examination of Proposals

PSB Alliance will examine the Proposals to determine whether they are complete, whether the documents have been properly signed and whether the proposals are generally in order. Any proposals found to be non-responsive for any reason or not meeting any criteria specified in this RFP, will be rejected by the PSB Alliance, and shall not be included for further consideration.

Initial proposal scrutiny will be held, and the proposals will be treated as non-responsive, if they are: -

1. Not submitted in the format as specified in this RFP document.
2. Received without the Power of Attorney/Board Resolution.
3. Found with suppression of details.
4. Submitted with incomplete information.
5. Submitted without the documents required under this RFP.
6. Non-compliant to any of the clauses mentioned in this RFP.
7. Lesser validity period than that prescribed in this RFP

## 6.6 Evaluation Process

- Committee may, at its discretion, call for additional information from the bidder(s) through email/fax/telephone/meeting or any other mode of communication. Such information must be supplied within the set-out time frame as provided by the Committee, otherwise the Committee shall make its own reasonable assumptions on the total risk and cost of the bidder and the bid may lead to rejection. Seeking clarifications cannot be treated as acceptance of the bid. For verification of information submitted by the bidders, the committee may visit the bidder's offices at its own cost. The bidders shall provide all the necessary documents, samples, and reference information as desired by the committee.
- PSB Alliance shall evaluate the responses of the bidders to this RFP and scrutinize the supporting documents /documentary evidence. Inability to submit the requisite supporting documents / documentary evidence by the bidders may lead to rejection. The decision of PSB Alliance in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with PSB Alliance. PSB Alliance may ask for meetings with the Bidders or may issue them in writing/email to seek clarifications or confirmations on their proposals. During the Proposal Evaluation, PSBA reserves the right to reject any or all the proposals. Each of the Proposals shall be evaluated as per the criteria and requirements specified in this RFP.
- The Evaluation Committee (EC) constituted by the PSB Alliance shall evaluate the responses to the RFP and all supporting documents & documentary evidence as mentioned in this section of the RFP. PSB Alliance reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification criteria and Commercial Evaluation and the requisite support must be provided by the Bidder.

The bid evaluation, after validation of Tender Fee and EMD, will be carried out in a three-stage process as under:

- a. Pre-Qualification/Eligibility Evaluation
- b. Evaluation of Technical bid
- c. Evaluation of Financial bid

## 6.7 Pre-Qualification Evaluation Criteria

- The evaluation of the bidders will be carried out by the Committee as per the pre-qualification / eligibility criteria defined in the tender document. Only the bidders who fulfil the given pre-qualification / eligibility Criteria shall be eligible for the next round of evaluation i.e., technical evaluation. Nonconforming bids will be rejected and will not be eligible for any further processing.
- The bidder can be a CSP or an authorized partner of the CSP. In the case of an authorized partner, the CSP can authorize any number of bidders for the purpose of this RFP.

However, a bidder cannot act as both CSP and authorized partner for another CSP as part of the bid and cannot act as an authorized partner for multiple CSPs.

The eligibility criteria in case the bidder is a CSP empaneled with MeitY or an authorized partner of a CSP empaneled with MeitY are given as below (Bidder to provide details in the prescribed forms at Annexure I & II

**Note: All the above-mentioned documents must be scanned and submitted in a Pendrive.**

- I. Notwithstanding anything stated above, PSB Alliance reserves the right to assess the bidder's capability and capacity to fulfil the contract, should circumstances warrant such an assessment in the overall interest of PSBA or project.
- II. Technical bids will also be reviewed for compliance with the necessary instructions, terms and conditions, formats etc. as outlined in this tender.
- III. PSB Alliance reserves the right to physically verify the office, or any document provided by the bidder in the way PSBA desires.

## 6.8 Pre-Qualification Response Format

### Prequalification Criteria for Bidders

S.No	Eligibility Criteria	Supporting Documents
1	Bidder must be a Government Organization/ partnership firm / LLP or private / public limited company in India for last 3 years	Documentary Proof to be attached (Certificate of Incorporation)
2	The bidder should be authorized by the MeitY empanelled CSP for providing Managed services	Authorization Certificate from the CSP stating clearly that the bidder has been authorized to participate in this tender
3	The bidder must have an average revenue of INR 200 Cr+ per annum in India in the last 3 years (FY2022-2023; FY2021-2022;2020-2021) and at least average revenue of 25 Cr+ from cloud services specifically with the proposed CSP in the last 3 years (FY2022-2023; FY2021-2022;2020-2021) in India	Audited Financial Statements <b>OR</b> Certificate from statutory auditors clearly certifying the turnover requirements and Self-Declaration letter by Bidder authorized signatory (for 25+ cr revenue criteria)

4	<p>Must have executed cloud projects in the last 3 years with the proposed CSP: One cloud project of minimum 15 Cr project value in last 03 years with the proposed CSPs in India</p> <p style="text-align: center;"><b>OR</b></p> <p>Two cloud projects of minimum 7 Cr each project value in last 03 years with the proposed CSPs in India</p> <p style="text-align: center;"><b>OR</b></p> <p>Three cloud projects of minimum 3 Cr each project value in last 03 years with the proposed CSPs in India</p>	<p>1) <b>For completed projects:</b> - a) Work order confirming year, cost and scope of work (cloud projects). b) Completion certificate/Satisfactory Client certificate confirming year, cost and scope of work (cloud projects).</p> <p>2) <b>For projects in progress in which minimum 6 months have been completed:</b> - a) Work order confirming year, cost and scope of work (cloud projects). b) Satisfactory Client certificate/Invoice Copy (with CA certificate specifying payment details) or any other relevant proof mentioning work order details, completion of at least 6 months of activity along with cost for the duration for which the work has been done</p>
5	Bidder to certify that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process	Self-Declaration letter by Bidder authorized signatory
6	The Bidder should have more than 100+ technical certified people to provide the support and service and at least 20+ resources on the proposed CSP environment Infra 15+, Kubernetes 5+	Documentation - Certified by Company Secretary/ HR and valid certification copy, Resume, 6 month's salary slip (masked) with PF number or PF number and the deduction statement of each resource
7	Bidder should declare that they are complying with all the regulatory and statutory guidelines issued by the government authorities/RBI from time to time related to the scope of the RFP	Self-Declaration letter by Bidder authorized signatory
8	The bidder should have ISO 27001 certification for information security management systems (ISMS) and should also have CMMI Maturity level 3 or higher	Self-Declaration letter by Bidder authorized signatory
9	The bidder should have positive net worth for the last 3 years	<p>Audited Financial Statements</p> <p style="text-align: center;"><b>OR</b></p> <p>Certificate from statutory auditors clearly certifying the turnover requirements</p>
10	Bidder and the proposed CSP (or any of their MSPs) should not be blacklisted by any Government/State Government/ Government Entities in the last 3 years.	Self-declaration from Bidder

**Prequalification Criteria for CSPs (for Bidders in case Bidder is also a CSP)**

S.No	Eligibility Criteria	Supporting Documents
1	The CSP and its proposed data centers should be empanelled with Ministry of Electronics & Information and Technology (MeitY), Government of India	a) Proof of valid Empanelment by MeitY (reference on MeitY website or Empanelment Certificate) b) Link of the CSP's public portal
2	The CSP should comply for ISO 22301: 2019 (Business Continuity Management) and ISO 27701:2019 (Privacy Information Management) certification	Certificate for ISO 22301:2019, 27701:2019 issued in name of CSP covering India data center/regions
3	CSP must have an average cloud revenue of INR 1000 Cr+ per annum in India in the last 3 years (FY2022-2023; FY2021-2022;2020-2021)	Certificate from statutory auditors clearly certifying the revenue from cloud in the last 3 years
4	The empanelled Data Centre sites should be 100 Kms away	Self-Declaration letter by Bidder authorized signatory
5	CSP shall have published on its public facing website the following: - 1) Cloud services rates for India with options for On Demand, Spot and Reserve pricing 2) Service Level Agreements (SLAs) 3) Dashboard live-status of cloud services health across global data centre 4) Cloud Services outage details (if any) with Root Cause Analysis	Self-Declaration letter by Bidder authorized signatory and Demo to be given at the time of presentation
6	CSP should declare that they are complying with all the regulatory and statutory guidelines issued by the government authorities/RBI from time to time related to the scope of the RFP	Self-Declaration letter by Bidder authorized signatory
7	CSP should provide the cloud service having accreditation relevant to security, availability, confidentiality, processing, integrity, and privacy trust services principles SOC1, SOC2, SOC3, PCI DSS	Third Party Audited reports to be submitted
8	The proposed Cloud Service Provider (CSP) Data Centres should be operating in India for at least 5 years for providing services to the Indian government clients	Self-Declaration letter by Bidder authorized signatory

9	CSP should declare that they will provide 99.5% uptime for individual services	Self-Declaration letter by Bidder authorized signatory
10	CSP should have an operational public cloud/managed services on cloud and all services mentioned in this RFP should be available through self-service portal.	Self-Declaration letter by Bidder authorized signatory
11	CSP should have experience with at least 3 Banking/Financial Customers in India	Public Case Study / Self -Declaration letter by CSP

## 6.9 Technical Evaluation Criteria

- I. The evaluation of the bidders will be carried out by the Committee as per the Technical Evaluation criteria defined in the RFP document. Only the bidders who qualify in the technical evaluation round shall qualify for Commercial Bid Opening. Bids from the bidders who do not qualify in the technical evaluations stage will be rejected and will not be eligible for any further processing.
- II. The technical evaluation of the Cloud service providers shall be done based on the following parameters: -

S.No.	Criteria	Maximum Marks	Documentary Evidence to be submitted
<b>Section A</b>			
1.	Submission of Compliance for Catalogue of Services along with the CSP portal service link	40 Marks	Service Catalogue compliance with CSP portal link and documentary evidence on CSP Letter Head, as per the defined format – Annexure IV-A.
	<b>Minimum qualification Score in Section A</b>	<b>30 Marks</b>	
<b>Section B</b>			
2.	The Bidder (in case bidder is the CSP) or the CSP of which the bidder is an authorized partner should have Average Annual turnover from IT services (Incl. IT Hardware, software, manpower, network etc.) for last three financial years i.e., 2020-21, 2021-22, 2022-23 <ul style="list-style-type: none"> <li>• &gt;=200 Cr and &lt;250 Cr - <b>5 marks</b></li> <li>• &gt;=250 Cr and &lt;350 Cr - <b>7.5 Marks</b></li> <li>• &gt;=350 Cr - <b>10 Marks</b></li> </ul>	<b>10 Marks</b>	A certificate from Statutory Auditor/Chartered Accountant clearly specifying the turnover along with net worth and profit during the last three financial years (i.e., 2020-21, 2021-22 & 2022-23).
3.	Bidder experience in providing cloud services in India from the proposed CSP: <ul style="list-style-type: none"> <li>• 3 to 5 years - <b>5 marks</b></li> <li>• More than 5 years - <b>10 marks</b></li> </ul>	<b>10 Marks</b>	PO copy for establishing the work experience duration with the proposed

			CSP.
4.	<p><b>Technical presentation</b> – Covering the bidder's profile, CSP's profile, Presentation of a scalable cloud architecture product using the open-source tools, technologies require to scale to 1 million loads/per 5 minutes, Migration experience of the bidder including competency certificate of Migration from the CSP.</p>	<b>5 Marks</b>	Date, Time, and Venue will be informed later
	Bidder to Demonstrate the CSP Managed and Serverless Services capability. This is in-line with the requirements provided in the RFP and will be asked by customer during actual demo.	<b>15 Marks</b>	Date, Time, and Venue will be informed later
5.	<p>The bidder should have certified cloud resources on their payroll of proposed cloud platform. More than 20 resources and less than 50 - <b>5 marks</b> More than 50 resources - <b>10 marks</b></p>	<b>10 Marks</b>	Certified by Company Secretary/ HR and valid certification copy, Resume , 6 months' salary slip (masked) with PF number or PF number and the deduction statement of each resource
6.	The Bidder should have minimum annual billing value of INR 50 crores and above for a period of 12 months from cloud services delivered in India, as on 1 <sup>st</sup> Dec'2023	<b>10 Marks</b>	Bidder should provide the PO copy / invoice copy with CA certificate
<b>Minimum qualifying score for Section B</b>		<b>40 Marks</b>	
<b>Maximum Total Marks</b>		<b>100 Marks</b>	

- I. The Technical bid will be evaluated by an evaluation committee set up by PSB Alliance.
- II. Only those bidders who secure a Technical Score for each of the categories or more shall be considered for evaluation of their Commercial bid.
- III. The two Bidders scoring top highest score T1, T2 for respective CSP will be selected for empanelment. In case the score of any two or more bidders is same, then the selection will be done based on the highest %age discount offered between those bidders for the particular CSP.
- IV. Bidders technical score will be evaluated based on the technical scores as per Normalized Technical Score Formula: (Normalized Technical Score of a Bidder (Tn) = {(Technical Score of that bidder/Technical score of the H1 Bidder) X 100} (adjusted to 2 decimal points))
- V. The technical scores of this RFP will be used during the process of evaluation and award of subsequent actual Workload requirements (as per different bank requirements) as per QCBS Evaluation process in 70:30 ratio (70% technical score and 30% financial score)

## 6.10 Technical Response Format

The technical bid shall consist of the list of different services as per the Annexure IV-A along with service meta-data (Service Names, Service definition, capabilities, and SLAs where applicable, public URL) as per the public website information and public pricing link.

1. **Cloud Services Compliance Table**
2. **Cloud Advisory Services (offered either directly by the CSP or their authorized partners)**
3. **Cloud Migration and Managed Services**
4. **Cloud Capacity Building Services**

## 6.11 Commercial Evaluation Criteria

- Bidder's needs to provide their commercial bid as per the format provided in the RFP.
- The financial bid form-1 along with financial bid submission Letter should be filled in all respect and submitted in a pen drive in .PDF format (only) duly signed and sealed by the authorized representative. In case the financial bid documents are not complete in all respect the same should be treated as incomplete at financial bid stage and shall be considered non-responsive.
- Commercial bids would be opened only for those Bidders, who secure the qualifying marks in the Technical Evaluation as explained above, on the prescribed date in the presence of the bidder's representatives.
- A contract will be signed with each "Empaneled Service Provider" which will be based on the rates identified in the financial bid (subject to downward revision by the "Empaneled Service Providers" from time to time).
- PSB Alliance will use Total Cost of Ownership (TCO) analysis to identify the Supplier for their individual project. PSB Alliance will use QCBS for awarding the contract for the respective individual project.
- Failure to abide the RFP conditions may result in forfeiture of EMD & PBG.
- In case only one bidder qualifies after the pre-qualification and technical evaluation, PSB Alliance will have right to select the single qualified bidder or cancel the RFP.

### Errors & Rectification: -

- If there is a discrepancy between words and figures in the financial bid, the amount in words will prevail.
- If the bidder doesn't accept the correction of error(s) as specified, its bid will be rejected and EMD will be forfeited.

## 6.12 Commercial Response Format

Commercial Response should contain the following information: -

1. Financial Bid Submission Letter as per the format below
2. Commercial Bid as per the format below

## 6.13 Financial Bid Submission Letter

To:  
**PSB Alliance**

**Subject:** Submission of the financial bid for Selection of Service provider for Entering into Rate Contract for providing Cloud Services

Dated: \_\_\_\_/\_\_\_\_/2023

Dear Sir,

We, the undersigned, offer to provide “Cloud and Related Services” in accordance with your request for proposal dated \_\_\_\_/\_\_\_\_/2023.

All the services mentioned in our Tender are in accordance with the terms specified in the RFP documents. All the discount and other terms and conditions of this Bid are valid for a period of ....calendar days from the date of opening of the Bid.

We hereby confirm that we are offering Cloud Services (directly or from the MeitY empaneled CSP) and offering a common discount % top of CSP’s public pricing for all the cloud services available as on date or in future available from CSP’s portal through their data centres in India. Proposed CSP service public website price excludes all taxes.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail

#### 6.14 Form 1 - Commercial Bid Format

**For CSPs that want to offer their public pricing (should be available on the public website for each of the services offered in the technical bid)**

1A	CSP’s Public Pricing Currency to be considered for further evaluations for the entire contract	Currency - INR / USD	<ul style="list-style-type: none"> <li>As part of the technical bid, the Bidder is only allowed to submit public prices link mapped with a single currency e.g., USD/ INR and same currency model shall be used by bidder at the time of invoicing</li> <li>Please mention the currency offered for public pricing to be used. The same will be used for all subsequent evaluations and payments. No change in the currency will be allowed during the term of the contract.</li> <li>Even where the currency to be used is offered in USD, the invoicing must be in INR based on the below terms.</li> <li>In case the public pricing is in USD or any other foreign currency, PSBA/Bank Department will use previous week exchange rates on <a href="https://www.fedai.org.in/WeeklyQuarterlyAverageRates.aspx?Cid=4&amp;SCid=0&amp;SSCid=0">https://www.fedai.org.in/WeeklyQuarterlyAverageRates.aspx?Cid=4&amp;SCid=0&amp;SSCid=0</a> during the evaluation and invoice payments.</li> </ul>
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#### **PART A:**



2B	<ul style="list-style-type: none"> <li>Base Discount % (Common across all services) applicable for all set of services available with CSP through their India Data Centers during the duration of this contract</li> <li>The bidder must provide a common Base Discount % against all line items or services with CSP services in India. The final price will be CSP's public pricing minus the <b>Base Discount</b> offered by the bidder against the services including any additional discounts offered separately during the workloads.</li> <li>Positive Discount % would mean additional discount on top of CSP public pricing (CSP Public Pricing should exclude taxes)</li> <li>The bidder may refresh the discount % every six months, with an option to only increase the discount percentage, only at the discretion and invitation by PSBA</li> <li>Bidder can provide tiered discounting (<b>Base Discount</b>) as per the table below (Tiers being indicative, bidder can customize same).</li> </ul>		
#	Cumulative Annual Spend (in the trailing 12 months)	Unit	Base Discount Value (upto 2 decimal values only)
A	< \$2.5M (Large Scale Projects)	%	
B	>= \$2.5M and < \$15M	%	
C	>= \$15M	%	
	Average Base Discount = (A+B+C)/3	%	To be computed based on the formula

**PART B:**

**Part B: Other Services : All prices are excluding taxes / GST. This will be applied during the actual billing of the workload. Any upward /downward revision of the taxes will be to the benefit or burden of PSBA/ Bank.**

**1. Disaster Recovery Services**

<u>Services</u>	<u>Unit</u>	<u>Unit Price (In INR)</u>
DR as a service to meet RTO and RPO (includes cost of VM, storage, replication, connectivity between DC & DR and any other requirement to get functional DR) Applicable when the Client is taking both DC and DR from the Cloud Service Provider. The pricing below is for the DR environment in cloud while the primary environment is functional. In case a DR is declared, and the DR is scaled-up to become the new functional environment within the RPO/RTO, the Supplier will be paid for the resources provisioned as per the unit pricing of VMs for that duration.		
<u>The cost for replication tool (including running tool, VMs required to run tool, any connectivity/storage charges)</u>	<u>Fixed cost Per Month</u>	
<u>Agent cost for replication tool</u>	<u>Fixed charges per VM per month</u>	

**2. Migration Services**

	<b><u>Unit</u></b>	<b><u>Unit Price (In INR)</u></b>
The prices here are applicable for smaller projects. Bidder may provide separate price for any project which falls into category of Large-Scale Project (as defined under clause 6.14 Part A in the RFP).		
<b><u>For non-database (e.g., web, application) servers</u></b>	<b><u>Fixed Charge Per Virtual Machine</u></b>	
<b><u>For database servers</u></b>	<b><u>Fixed Charge Per Virtual Machine</u></b>	
<b><u>For Database Storage</u></b>	<b><u>Fixed Charge Per GB</u></b>	
<b><u>For File Storage</u></b>	<b><u>Fixed Charge Per GB</u></b>	

**3. Cloud Managed Services**

	<b><u>Unit Price (In INR)</u></b>
The prices here are applicable for smaller projects. Bidder may provide separate price for any project which falls into category of Large-Scale Project (as defined under clause 6.14 Part A in the RFP).	
<b><u>% Of Monthly Bill of Cloud Services (Post Discount quoted by bidder on the CSP pricing)</u></b>	

**4. CSP Authorized Trainings**

	<b><u>Unit Price (In INR)</u></b>
CSP training in online/ offline mode provided by a CSP accredited instructor. The training would be across different learning tracks such as basic or foundational learning as well as the professional tracks for experts.	
<b><u>Online Training (Batch Size of 10 persons for one day i.e., 8 hour)</u></b>	

<b><u>Offline Training (Batch Size of 10 persons for one day - 8 hour) (Accommodation &amp; Travel cost should be considered by the bidder for considering Pan India clients)</u></b>	
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#### 5. **Exit Management Services**

	<b><u>Unit Price (In INR)</u></b>
<b><u>One time cost - %age Of Monthly Bill of Cloud Services (Post Discount quoted by bidder on the CSP pricing)</u></b>	

#### **Additional Notes: -**

- I. The offer/bid should be inclusive of taxes and duties except GST, which will be paid as applicable.
- II. Any conditional commercial bid will lead to disqualification of the entire bid and forfeiture of the EMD.
- III. Bidder quoting negative rates (not applicable for discount %) will be treated as non-responsive and will result in forfeiture of the EMD.
- IV. If a bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- V. In case of an abnormally Low Bid, i.e. one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price- PSB Alliance may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document. If, after evaluating the price analyses, PSBA determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, PSB Alliance may reject the Bid/Proposal. This applies to the commercial bid submitted at the time of bid response as well as the period price revisions to be submitted as per the RFP.
- VI. Selected Bidder can revise their values quoted in commercial bid table every 6 months, as per invitation by PSBA.
- VII. The prices must be quoted in the Performa given in the Commercial Bid, failing which the Bid would be treated as unresponsive. Any discount or any other offers affecting the package price must be mentioned in Financial Bid only. Discount or any other offers affecting the Package price mentioned at any other place of the bid other than Financial Bid will not be considered.

- VIII. Commercial bids would be opened only for those Bidders, who secure the qualifying marks in the Technical Evaluation as explained above, on the prescribed date in the presence of the bidder's representatives.
- IX. It is mandatory for bidder to quote discount percentage on the CSP List pricing for the CSP services, and prices for the services mentioned in commercial bid Part B.
- X. The process to get the price from the CSP website (price calculator) should be explained during the presentation by the bidder.
- XI. PSB Alliance will empanel the CSPs (in case the bidder is CSP) or authorized partners of each CSP. Post technical qualification, a maximum of two bidders for each CSP scoring the highest technical score will be allowed for empanelment. However, in case two or more bidders are found scoring same technical score, highest %age discount will be considered for selection among those bidders, as per commercial bid Part A on the CSP List price on the CSP services.
- XII. In case of an abnormally High percentage and low other service prices, i.e. one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price- PSBA may in such cases seek written clarifications from the bidder or CSP including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document. If, after evaluating the price analyses, PSB Alliance determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, PSB Alliance may reject the Bid/Proposal.
- This applies to the commercial bid submitted at the time of bid response as well as the period price revisions to be submitted as per the RFP.
- XIII. Any conditional commercial bid will lead to disqualification of the entire bid and forfeiture of the EMD.
- XIV. Financial bid will be inspected to ensure conformance to the format provided in the tender document.
- XV. If there is any discrepancy between words and figures in any part of the financial bid, the amount indicated in words will prevail.
- XVI. The bidder shall quote the discount percentage and prices as per the price format given in Part A and Part B - Commercial Bid of this RFP.

## 7. Award of Contract

- PSB Alliance will notify the each successful "Empaneled Service Provider/Bidder" in writing about acceptance of their bid. In case the tendering process / public procurement process has not been completed within the stipulated period, PSB Alliance may like to request the bidders to extend the validity period of the bid.
- The notification of award will constitute the formation of the empanelment contract after submission of performance security as mentioned in clause 8.15.
- The "Empaneled Service Provider" will sign the contract with PSB Alliance within 15 working days of the release of notification and submission of fixed performance security. After signing the contract,

no variation in or modification of the terms of the contract shall be made except by mutual written amendment signed by both the parties.

## 8. General Contract Terms - Empanelment

### 8.1 Standards of Performance

The Supplier(s) shall deliver the services and carry out their obligations under the contract with due diligence, efficiency, and economy in accordance with generally accepted professional standards and practices. The Supplier shall always act in respect of any matter relating to this contract as a faithful supplier to the Client. The Supplier shall always support and safeguard the legitimate interests of the Client, in any dealings with the third party. The Supplier shall conform to the standards laid down in the RFP in total.

### 8.2 Contract Period

The contract signed with “Empaneled Service Providers” shall be valid for a period of 5 years from the date of signing of contract. If the services of the Suppliers are found satisfactory, contract may be extended for an additional period of maximum 2 years (1 year extension at a time) by mutual consent on the same terms & conditions. The “Service Providers” empaneled through this RFP will be sharing the public pricing available on their website and any downward revisions for the services shall be automatically reflected. However, they shall be asked to resubmit the common discount % for all the items every 6-months as per the financial bid format/rate card to be provided by PSBA at that point.

### 8.3 Additional Services

In case PSB Alliance determines that there are additional services that are being sought by the Banks / Agencies, PSB Alliance may request all the “Empaneled Service Providers” to submit the prices for such additional services at any time during the validity of the contract on same terms and conditions. The rates shall be submitted as per the price format provided by PSB Alliance. No conditional bid would be accepted, and the price format should be strictly adhered to. The sealed bids would be opened in the presence of the representatives of the “Empaneled Service Providers” who may wish to be present. For any additional Cloud Services submitted during the new empanelment cycle, the discount % (in case of bidders offering CSP’s public pricing) for cloud services would remain same and applicable as per the latest submission by the bidder. In case such an additional service is offered by the Empaneled Service Provider (and is not a Cloud Service offered by the Cloud Service Provider), the Empaneled Service Provider may offer a price against such additional service.

### 8.4 Additional Empaneled Service Providers

At the end of one year, PSB Alliance reserves the right to obtain bids, under the same terms & conditions, from additional Service Providers (CSPs or their partners) to empanel either new partners of the existing empaneled CSPs or new MeitY empaneled CSPs.

### 8.5 Price Refresh

PSB Alliance understands that there is continuous technological advancement and reasonable price reduction may happen on any of the line items in the commercial bid that can be passed on to PSB

Alliance and end buyers. To ensure that same would be passed on to the benefit of end customers, the “Empaneled Service Providers” empaneled through this RFP may be asked to resubmit the prices every six months in sealed bids as per the financial bid format to be provided by PSBA at that point, subject to the following conditions: -

- PSBA retains the prerogative to float the Price Refresh with the Empaneled Service Providers. The Empaneled Service Providers do not retain right to give additional Base Discounts without invitation by PSBA.
- The “Empaneled Service Providers” empaneled through this RFP will be sharing the public pricing available on their website (for bidders / CSPs offerings discount % on top of their public pricing) and any downward revisions of public pricing for the services shall be automatically reflected. However, they shall be asked to resubmit the common discount % for all the items every six months as per the financial bid format to be provided by PSBA at that point.
- For Large Scale Project (LSP) (Value greater than \$2.5M Annual spend), CSP can offer the Extra discount (over the discount price quoted by H1 bidder) through its authorized partner to PSB Alliance on work orders.
- The prices quoted should either be the same or can be lower. No upward revision in prices shall be accepted.
- The “Empaneled Cloud Providers” cannot withdraw from any of the services for which they have previously quoted. If the bidder fails to quote for any of the previously quoted items, the rate quoted in the last bidding process shall be applicable.
- The “Empaneled Service Providers” would, however, be allowed to quote services for line items for which they have not quoted previously in the next empanelment cycle.
- There will be no further evaluation of past awarded bids because of the price revision.
- However, the revised prices will apply to all subsequent invoicing of already awarded projects as well as evaluation for new projects.
- The revised commercial bid/rate card format shall be made available by PSB Alliance one month before the completion of every six months of the contract. The sealed bids would be opened in the presence of the representatives of the “Empaneled Cloud Providers”, who may wish to be present.
- PSB Alliance may decide to open the refresh cycle for other partners for the selected CSPs, in case the current partner of any CSP is not able to perform satisfactorily or there’s a need to bring more competency for handling Public Sector Banks’ workload.
- In case of an abnormally Low Bid, i.e., one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price - PSB Alliance may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document. If, after evaluating the price analyses, PSB Alliance determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, PSB Alliance may reject the Bid/Proposal.

## 8.6 Applicable Law / Legal Jurisdiction

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India. All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Mumbai, India only.

## 8.7 Governing Language

The Contract shall be written in English language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English language.

## 8.8 Account Ownership

PSB Alliance will open a direct account with the CSPs based on the standard terms and conditions. The bidder, CSP or the authorized partner of CSP, will be providing the services defined as part of this RFP to PSB Alliance. Based on project requirements, PSB Alliance may handle the management of services by itself or through its authorized entity, in which case the selected bidder will act as a reseller of the cloud services based on the cost /discount offered as part of this RFP.

## 8.9 Data Ownership and Confidentiality

- The concerned Client shall retain ownership of any user created / loaded data and applications hosted on CSP's infrastructure and maintains the right to request (or should be able to retrieve) full copies of these at any time.
- The concerned Client shall retain ownership of all virtual machines, templates, clones, and scripts/applications created for the Bank's application.
- The Supplier shall keep the data of the Clients strictly confidential, otherwise there may be financial and legal implications as per the prevalent law of the Centre / State.

## 8.10 Termination of Contract / Work Orders

- The contract or work orders can be terminated by the parties as detailed below. In such a case, the provisions under Exit Management (Clause 9 (b)) shall apply.
- Termination of contract shall automatically lead to termination of all work orders issued based on contract.
- **Termination of Work Order for default** - The Clients can terminate the work order in the event of default on the terms and conditions of this RFP or the contract / work order by the Supplier by giving 1 month written notice.
- **Termination of Work Order for convenience** - The Client reserves the right to terminate, by prior written 1 month notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of work under the work order is terminated, and the date upon which such

termination becomes effective.

- **Termination of Contract for default** – PSB Alliance or the “Empaneled Service Providers” / Supplier(s) can terminate the contract in the event of default of terms and conditions of this RFP or the contract by the other party by giving 1 month written notice.
- **Termination of contract for Insolvency, Dissolution, etc.** – PSB Alliance may at any time terminate the Contract by giving written notice to the “Empaneled Service Providers” / Supplier(s), if the concerned “Empaneled Service Provider” / Supplier becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the “Empaneled Service Provider” / Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to PSB Alliance.
- **Termination of contract for Convenience** – PSB Alliance or the “Empaneled Service Providers” / Supplier(s) reserves the right to terminate, by prior written 1 month notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the concerned party’s convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

#### 8.11 Force Majeure

- The Supplier shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence, and unforeseeable. Such events may include, but are not restricted to, acts of wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.
- If a Force Majeure situation arises, the Supplier shall promptly notify the Client(s) in writing of such condition and the cause thereof. Unless otherwise directed by the Client(s) in writing, the Supplier 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.

#### 8.12 Limitation of Liability

- Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
- Except in the case of Gross Negligence or Willful Misconduct on the part of the Bidder/Bidder’s Team or on the part of any person or firm acting on behalf of the Bidder executing the work or in carrying out the Services, the Bidder, with respect to damage caused by the Bidder including to property and/or assets of the Purchaser or of any of Purchaser’s vendors shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Contract Value or (B) the proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (A) or (B) is higher.
- For the purposes of the Clause (B) of this section, "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party



under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property.

- "Willful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it were acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

### 8.13 Resolution of Disputes

If any dispute arises between parties, then these would be resolved in following ways: -

- **Amicable Settlement** - Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation the party to the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Subclause of resolution of disputes shall become applicable.
- **Arbitration** - In case dispute arising between the parties, which has not been settled amicably, PSB Alliance can refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Arbitrator which shall be and designated employee / consultant / legal agency of -PSB Alliance". The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held only in Mumbai. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by PSB Alliance and the "Empaneled Service Provider" / Supplier. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

### 8.14 Escalation Matrix

The "Empaneled Service Providers" / Supplier(s) should provide at-least 3 level escalation matrixes for providing resolution of the complaints at local level.

### 8.15 Performance Security

Performance Security should be form of Performance bank guarantee (PBG) from a Scheduled Bank in India as per Annexure VIII.

The performance security is divided into two types – fixed and variable (optional – option for PSBA / Clients of PSB Alliance). The "Empaneled Service Provider" will not be entitled for any interest in the PBGs submitted.

#### Fixed Performance Security

- a) As soon as possible, but not more than 15 working days following receipt of letter of intent w.r.t. the award of the contract, each "Empaneled Service Provider" shall furnish PBG as per Annexure VIII of Rs. 5 lakhs (Five lakh Rupees) to PSBA as "fixed" performance security. This is a one-time PBG only.
- b) This PBG shall remain valid for a period of 60 (Sixty Days) days beyond the expiry of the contract. Whenever the contract is extended, "Empaneled Service Provider" will have to extend the PBG proportionately.
- c) In case a "Empaneled Service Provider" fails to submit this PBG within the time stipulated, PSBA at its discretion may withdraw the letter of intent w.r.t. award of contract to that "Empaneled Service Provider" without giving any notice and the EMD of the concerned bidder will be forfeited.

#### **Variable Performance Bank Guarantee**

This is optional for the Bank to be sought based on the project.

- a) Whenever a work order is placed by the Client, the concerned Empaneled Service Provider may be required to submit a PBG with the concerned Client for an amount of 10% of the estimated value of each work order issued within 2 weeks of placing of order failing which appropriate action may be taken by PSBA.
- b) This PBG shall remain valid for a period of 60 (Sixty) days beyond the expiry of the work order. Whenever the work order is extended, Empaneled Service Provider will have to extend this PBG proportionately.
- c) In case the concerned Bidder fails to submit this PBG within the time stipulated, Client at its discretion may cancel the work order for the Empaneled Service Provider without giving any notice and invite the L2 bidder to supply the work order at L1's "total cost of work order" and submit the Variable Performance Security. The Fixed Performance Security of the L1 Empaneled Service Provider will be forfeited and will be required to submit a fresh Fixed Performance Security failing which the contract of such provider may be terminated.

Empaneled Service Provider shall forfeit their respective PBG (Fixed and / or Variable Performance Security) in full or part in the following cases: -

- a) When the terms and conditions of contract are breached/ infringed.
- b) When contract is being terminated due to non-performance of the Supplier.
- c) PSBA incurs any loss due to "Supplier's" negligence in carrying out the project implementation as per the agreed terms & conditions.
- d) If the Supplier fails to submit Variable Performance Security.

## **9. General Contract Terms – Work Order(s) out of Empanelment**

- a. The above terms and conditions (e.g., Termination of Contract / Work Orders, Limitation of Liability, Resolution of Disputes, Force Majeure) apply to the work order(s) issued out of empanelment.

**b. Exit Management**

- The duration of Exit Management will normally be 1 month from date of termination or one month prior to expiry of contract / work order. In the case of providing services post termination or post expiry of the work order, the client will pay for the services consumed during the exit management period.
- During the exit management period and for 90 days post expiry of the work order / contract, the Supplier will not take action to remove any Client content as a result of the termination or expiry of contract / work order. In addition, during such a period, the Supplier will permit the Client or its nominated agency to access the cloud services for the Client to retrieve any remaining Customer Content, delete and purge all Customer Content from the cloud services. The Supplier shall also allow the Client access to information to enable Client to assess the existing services being delivered.
- During the exit management period, the Supplier shall ensure supply of all services as per the work order so that the business of the Client is not affected.
- The Supplier shall provide all such information as may reasonably be necessary to affect as seamless a handover as practicable in the circumstances to Client / replacement Agency and which the Supplier has in its possession or control at any time during the exit management period.
- All information (including but not limited to documents, records, and agreements) in digital and/ or paper form relating to the services reasonably necessary to enable Client and its nominated agencies to carry out due diligence in order to transition the provision of the Services to Client or its nominated agencies, must be maintained by the Supplier from commencement of the services.
- The Client will issue a written sign-off after the successful transition from the Supplier. Supplier shall not delete any content till such a written sign-off is provided by the Client along with an explicit request to delete the content.
- The Supplier will be paid only for the services rendered until the services are being rendered by the Supplier. If the sign-off is provided before the exit management period is over, the applicable charges will only be paid until the sign-off.
- The payment for the final month invoice along with any applicable exit management service costs will be paid only on the written sign-off from the Client.

**c. Taxes and Duties**

All taxes, duties, and any statutory levies etc. payable by the Supplier during the contract tenure shall be the sole responsibility of the Supplier. Only GST charged in the invoice will be paid other than that no other taxes/duties/levies will be paid.

**d. Payment Terms**

- Payment to the Supplier shall be made in Indian Rupees through account payee cheque / NEFT / RTGS on monthly basis.
- The invoices must be based on work orders (or any amendments thereof) issued by PSBA.
- The invoices must be based on resources actually consumed and/or committed.

The invoices should be separately generated for each work order for the particular payment period. The invoice should enclose the following: -

- Detailed usage report providing details of the consumption of the individual services during the payment period.
- Detailed resource utilization report highlighting any under-utilization of resources with recommendations on how the resources can be optimized for the upcoming payment period.
- SLA measurement report.
- Applicable only when cloud managed services are procured: Security assessment report with respect to security configuration gaps and possible improvements to the security and compliance of applications deployed on cloud on a quarterly basis. The first report must be submitted with the first month invoice and thereafter on a quarterly basis.
- The payments will be made by the PSBA to the Supplier after verification of the invoice and SLA reports as early as possible.
- Payments shall be subject to deductions / damages / penalties of any amount for which the Supplier is liable under the contract. Further, all payments shall be made subject to the 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.
- The Payments will be made on a Pay-as-you-go model based on the CSP's public pricing (as on date of the invoicing) and bidder's discount offered (as on date of the invoicing).
- Since as part of technical bid, Bidder is only allowed to submit public prices link mapped with a single currency e.g., USD/ INR and therefore same currency model shall be used by bidder at the time of invoicing.
- In case the public pricing is in USD or any other foreign currency, PSBA/client will previous week exchange rates on <https://www.fedai.org.in/WeeklyQuarterlyAverageRates.aspx?Cid=4&SCid=0&SSCid=0> during the evaluation and invoice payments.

**e. Service Levels and Penalties**

The service levels offered by the CSP shall be applicable for Cloud Services. Refer to Annexure for Service Levels for the managed services.

**f. Miscellaneous**

- Once a work order is issued, it will continue with the revised prices for the same Supplier. Even if

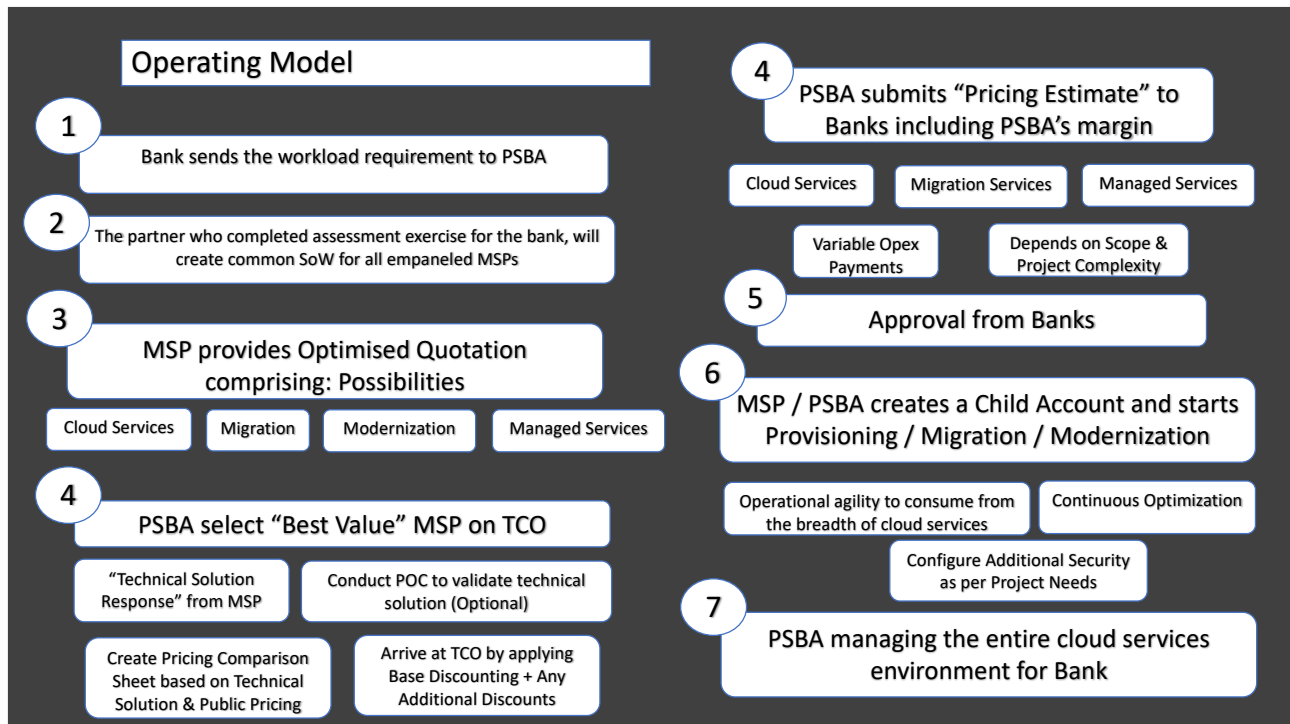
there's a different Supplier who may have been L1 on TCO, there will not be any change of Suppliers for the existing WO.

- For a particular requirement, work order will be placed to the Best Value Bidder based on QCBS evaluation, who, after submission of Performance Securities, would be known as the Supplier for that requirement. In case Best Value bidder denies or is unable to fulfil the requirement, PSBA reserves the right to obtain the services from the next Best Value bidder as per QCBS Scoring.
- The Work order issued to the bidder should only reflect the designed outcome, indicative volumetric of usage, any resource commitments (e.g., RI), technical solution proposed by the bidder and max value of the Work Order.
- Failure to provide services as per the requirement by the bidder may result in the forfeiture of EMD, PBG and termination of the contract.
- PSBA reserves the right to place a work order of any time duration.
- PSBA will intimate the Supplier in writing regarding any extension in the work order. Extension of the contract would not lead to the extension of any of the in-force work orders.
- Contract termination or expiry shall automatically lead to termination or expiry of all work orders which were issued based on the contract.
- In case the cumulative payments exceed the max value, PSBA will go for re-evaluation. Otherwise, the WO can continue until cumulative payments don't exceed the max value.
- A prior intimation through mail or letter by Client shall be provided to PSBA whenever scale-down or scale-up (including auto scaling) of resources and add or remove of services takes place.
- Contract termination shall automatically lead to termination or expiry of all work orders which were issued based on the contract.
- The expiry of the contract does not lead to the expiry of the work order. The supplier must complete the obligation of the work order as per the signed contract by the time duration which will be mentioned in the work order.
- Failure to provide services as per requirement by the selected bidder may result into forfeiture of EMD, PBG & termination of the empanelment contract.

## 10. Post Contract Operationalization

Cloud Services create a Shared Responsibility across the CSP, Managed Service Provider (MSP) and PSBA/Bank. Details of the responsibilities of the different stakeholders are provided in Annexure VI. Details of Cloud Services, Advisory Services, Migration Services, Management Services, and Exit Management Services are provided in Annexure VI.

### 10.1 Evaluation and Award of Work Order exit



Bank/PSB Alliance will use Total Cost of Ownership (TCO) analysis to identify the Supplier for their individual project. The Bank/PSB Alliance will use QCBS for awarding the contract for the respective individual project.

## 10.2 Lift and Shift Workloads

For Lift-and-Shift workloads, clients transform their requirements to cloud based requirements (e.g., right-size instance, right-size storage, right storage class, standard instance size, application services, native security services,.) based on the utilization, storage use cases and defines its comprehensive cloud requirements (e.g., computing, storage, networking, security, monitoring services).

- Adopt a scenario-based Total Cost of Ownership (TCO) evaluation approach, where PSBA evaluates prices for multiple pricing models (e.g., on- demand, committed) and a variety of services that may be required such as compute, storage, network, security, management & monitoring services. This approach allows for agility to optimize the project.
- This scenario-based approach leads to evaluating overall cumulative commercials that will be higher than the estimated cost of the project. Since the payment will be on a variable OpEx model, the total calculated for commercial evaluation is not any indication of the payment obligations from the PSBA to the selected service provider.
- PSBA/Client will provide the indicative & maximum consumption of cloud services (as per the list of line items identified in the commercial bid) during the contract duration to prepare the bill of material and evaluation will be carried out on the Total Cost of Ownership (or whole-life-cost of the contract). PSBA/Client may retain the agility to scale-up or scale-down by also including lower and higher configuration instances in the bill of material prepared for evaluation.

## 10.3 New solution Procurement / Outcome based Workloads

- In scenarios where the service provider / application developer is responsible for developing the

application as well as hosting and the solutioning is left to the bidders, PSBA will avoid scenario-based pricing. Since different providers are likely to offer different architectures / services, PSBA will evaluate the end-to-end Total Cost of Ownership (TCO) for the solution. The commercial evaluation will discover and evaluate the overall cost of implementation & hosting the solution. In such cases, client provides the performance-based requirements (e.g., desired outcome, indicative volumetric for evaluation) and allows for the empaneled service providers to quote for their best fit solution (limited to the line items discovered in the commercial bid).

- Client provides the flexibility to the empaneled service providers in terms of solutioning and not mandate to use the common denominator of services. Empaneled Service Providers will provide their solution in terms of the set of services that are required to be implemented to achieve the intended outcome. This allows flexibility for the bidders to quote the design / architecture / respective CSP's services to meet the outcome.
- The client/PSBA will technically evaluate the respective solutions from each of the bidders and will use the indicative volumetric for evaluation, provided at the time of giving the requirements and the empaneled rates for the respective services to calculate the Total Cost of Ownership (TCO) for each of the empaneled providers. PSBA will be using QCBS mode of evaluation where 70% of the weightage will be given to technical evaluation of the respective proposed solutions and 30% of the weightage to the Total Cost of Ownership (TCO).

#### 10.4 Cloud Aligned Procurement & Contracting Model

The contract between Client and PSBA will adopt the following cloud aligned principles: -

- a) Access to breadth of services & multiple pricing models
- b) Operational Agility during the contract
  - a. Start small & ability to continuously optimize.
  - b. Consume from the breadth of cloud services and change the mix of services to deliver the required modernization / performance / high availability / security / optimal cost.
- c) Requirements presented as part of the Financial Proposal is for price discovery and evaluation purpose only and will not infer any commercial commitment to the Bidder.
- d) Overall Value (TCO) used for arriving at the Best Value Provider becomes an estimated contract value (maximum value of contract). Estimated contract value after commercial evaluation, is not a commitment of payment to the Service Provider.
- e) Payment will be based on consumption of cloud services - the actual usage measured - and as per the "Unit Costs" in public pricing links.
- f) Variable OpEx Payments: Paying for the resources that are consumed in the payment period. The contract value is only an estimated maximum of cumulative payments. Actual payments may range from 0% (in case of no provisioning of resources) to 100% of the contract value.
- g) Optimize and consume from the breadth of cloud services within the maximum value of contract.
- h) Ability to apply multiple discounting models during the contract.

#### 10.5 Assessment Scope

The bidders are required to do an assessment exercise with Public Sector Banks and the list/details of all the 12 Banks will be provided by PSB Alliance. The Technically highest MSP (among empaneled MSPs) for each CSP will conduct the assessment exercise as per the scope detailed below. All the Banks will be split in a 60:40 ratio, wherein the **Overall Technical highest bidder** will get 60% of the number of banks for assessment and rest 40% will be given to the highest technical scorer of the different CSP. The total 12 Banks will be split into 2 bidders only. One being the technically highest scored MSP and the other being the 2nd technically highest scored bidder of the other CSP. In the event of a tie in the technical scores, the MSP whose average base discounts (as per section 6.14 Part A) are the highest will be chosen.

A consolidated report will be prepared by the **Overall Technical highest bidder** and submitted to PSBA.

The scope includes: -

**A. Customer Data Extraction**

1. Conduct workshops for Collection & Analysis of Bank's inventory of workloads hosted on On-Premises.
2. Evaluate and deploy a discovery tool for capturing the server Utilization data (CPU/Memory/Disk/Network) apart from inventory validation.
3. Consolidate and revalidate the storage capacity requirements (raw or usable) by storage type (SAN, NAS, and Object) including backup requirements.
4. Capture the scope of security & Shared Services components.
5. Network bandwidth and usage details to be captured.
6. Details on existing licenses and licensing model of operating system and databases
7. Understand various third-party tools in purview of this migration and business requirements.
8. Workshops with application team to collect details on Applications, grouping/prioritization & their mapping to VMs.
9. Conduct workshops with the key stakeholders for migration readiness.
10. Obtain on premise/current infrastructure TCO with hardware refresh cycle (if any).

**B. Right Sizing Analysis**

11. Understand the application needs by conducting Interviews with application owners and business owners.
12. Recommend(upgrade/downgrade) on the existing current infrastructure.
13. Identify the most cost-effective instance for the specified performance and license needs based on the utilization data.
14. Choice of hosting for compute based on the licensing constraints.
15. Proposal of appropriate Storage services for hosting based on current and future storage requirements.

**C. Cost Optimization Strategy Analysis**

16. Leverage CSP pricing model for building a TCO.

**D. Consolidation**

17. The overall technical highest scored MSP will be responsible to consolidate the workloads and demand aggregation for all the initiatives identified and come up with a consolidated view and anticipated costs and savings for the entire PSU Banking industry as a whole.

**Expected Outcome: -**

- a) Inventory of On-Premises as well as future state VMs post right-sizing.



- b) VM utilization information of vCPU/Memory/Disk
- c) Potential high-level migration strategy for Applications
- d) Total Cost of Ownership for both CSP as well as current hosting, 5-year cash flow summary along with one-year hardware refresh cycle (on premise), if any applicable.
- e) Inclusion of industry averages for Power, Cooling, physical security, lease per square feet and other facility related cost for current infrastructure.
- f) TCO would also include complete cost breakdown of Compute, Storage, Network, IT Labor, and Support.
- g) Comparison of TCO and possible savings between CSP & current hosting
- h) Details on licensing requirements for Operating system and databases on CSP
- i) Business Value on CSP (Staff Productivity, Operational Resilience & Business Agility)
- j) High Level Migration Cost including the ramp down/ramp up on On-Premises and CSP respectively.
- k) Consolidated demand and workload aggregation and cost benefit analysis for all initiatives by the Technically highest ranked MSP

**Payment** - No payment will be made by the Banks for this exercise. This will have to be an investment by the MSP's for future workloads basis the outcome of this exercise.

**Duration** - 6 weeks per Bank with a maximum of 4 months for assessment of 12 banks. However, the bidder needs to give an assessment plan for the number of banks allocated.

The details of the Banks split in 60:40 ratio is provided in the table below:

S.No.	Partner Bank	Average last 3 Year Revenue (in Crores)	Groups	60% Banks Allocated to T1 MSP	40% Banks allocated to the next higher technical bidder of other CSP
				Group A	
1	Bank of Baroda	88,136	Group A	State Bank of India	Bank of Baroda
2	Bank of India	49,728	Group B	Canara Bank	Union Bank
3	Bank of Maharashtra	16,117	Group C	Punjab National Bank	
4	Canara Bank	99,602	Group A	Group B	
5	Central Bank of India	27,081	Group C	Bank of India	Indian Bank
6	Indian Bank	48,095	Group B	Group C	
7	Indian Overseas Bank	22,556	Group C	Central Bank of India	Bank of Maharashtra
8	Punjab National Bank	93,865	Group A	Indian Overseas Bank	Punjab & Sind Bank
9	Punjab & Sind Bank	8,288	Group C	UCO Bank	

10	State Bank of India	4,21,441	Group A
11	UCO Bank	18,803	Group C
12	Union Bank	87,760	Group A

**Grouping Mechanism** – Grouping of banks in Groups A, B & C is done by categorizing the average last 3-Year revenue in the following segments:-

- Group A – 81,000 Crore +
- Group B – 41,000 Crore to 80,000 Crore
- Group C – 1000 Crore to 40,000 Crore

The average last 3-Year revenue (FY 2020-21, FY 2021-22 & FY 2022-23) is taken by analysing the Annual report and financial statements of all the 12 partner banks.

## 11. Annexures

### 11.1 Annexure I - Bid Check List

S. No	Pre-Qualification Bid Checklist	Submitted (Y/N)
1.	Tender Fee	
2.	EMD	
3.	Bid Cover Letter	

S. No	Technical Bid Checklist	Submitted (Y/N)
1.	Requirements Compliance Matrix	
2.	CSP Service Catalogue	
3.	CSP Service Levels	

S. No	Commercial Bid Checklist	Submitted (Y/N)
1.	Commercial Bid Cover Letter	
2.	Commercial Bid Response	

### 11.2 Annexure II - Bid Covering Letter

**Bid Reference No. PSBA/RFP/CLOUD/2023-24/011 Dated 05/12/2023**

*[Bidders are required to submit the covering letter as given here on their letterhead]*

To

**PSBA**

**Sub: PSBA/RFP/CLOUD/2023-24/011 Dated 05/12/2023 Bid Covering Letter**

Dear Sir,

- 1) We, the undersigned, have carefully examined the referred tender no. PSBA/RFP/CLOUD/2023-24/011 dated 05.12.2023 offer to propose for the selection as **Supplier of Cloud Services**, in full

conformity with the said RFP.

- 2) We have read all the provisions of RFP & Corrigendum and confirm that these are acceptable to us.
- 3) We further declare that additional conditions, variations, if any, found in our proposal shall not be given effect to.
- 4) We agree to abide by this Bid, consisting of this letter and commercial bid, and all attachments, till 180 days from the date of submission of bids as stipulated in the tender and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 5) Until the formal final Contract is prepared and executed between us, this Bid, together with your written acceptance of the Bid and your notification of award, shall constitute a binding contract between us.
- 6) We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
- 7) We understand you are not bound to accept any bid you receive, not to give reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- 8) We declare that this is our sole participation in this tender bid, and we are not participating/co-participating through any other related party or channel.
- 9) We have not been blacklisted or barred by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.
- 10) EMD of Amount Rs. 5 Lakh (Rs. 5,00,000/-) has been paid online. Details are as below:-  
*[Insert the details as applicable].*
- 11) RFP document cost has also been paid online. Details are as below:-
- 12) Our details have been filled below: -  
*[Insert the details as applicable]*

S. No	Particulars	Details
1.	Name of the Bidder	
2.	Name of the CSP	
3.	Principal place of business	
4.	Address with Telephone numbers, Fax number etc.	
5.	Date of incorporation and/or commencement of business	
6.	Name of Partners/ Directors	
7.	Registration Number	
8.	PAN Number	
9.	GST Registration Number	
10.	Name, designation, postal	

	address, e-mail address, phone numbers (including mobile) etc., of Authorized Signatory of the Bidder with power of attorney.	
11.	Details of individuals who will serve as the point of contact/communication with the PSBA in case of the award of the contract. <i>[The details to include Name, designation, postal address, e-mail address, phone numbers (including mobile) etc.]</i>	

13) Details of supplying cloud related works/contracts that are in progress or have been completed (Proofs attached) :-

S. No	Name of the Client	Type of Work	Value of Contract (Rs.)	Contract start date	Contract completion date

**Signature**

**Full Name**

**In the capacity of**

**Duly authorized to sign Proposal for and on behalf of**

**Date.....**

**Place.....**

### 11.3 Annexure III - Pre-Qualification Proposal Formats

#### A. Annual Turnover Form

S.No.	Financial Year	Annual Turnover (Rs. in Crore)	Net Worth (Rs. in Crore)	Profit/Loss (Rs. in Crore)
1.				
2.				
3.				
Total				
Total in Words		In		
Average				
Average in Words				

**Note:**

- Certificate from Auditor certifying Balance sheet and P&L statement only for all three years to be attached with signature and seal of chartered accountant.

- Values entered in words will be treated as final.

#### B. Turnover from Similar Work

S.No.	Financial Year	Annual Turnover from "Similar Works"(Rs. in Crore)
1.		
2.		
3.		
Total		
Total in Words		In
Average		
Average in Words		

Note:

- Values entered in words will be treated as final.

#### C. Work Order Form

Name of Company (Work Order/Purchase order issued by):	
Work Order/Purchase Order number	
Status of the project (Ongoing/Completed)	
Work Order/Purchase Order issue date	
Work Order/Purchase Order Completion date (If completed or mentioned in work order)	
Latest invoice date and no. (if not project is ongoing) (copy of same invoice must be attached with this form)	
Name of contact person from the organization from which work order was issued	
Total Cost of the Project (as per work/purchase order)	
Contact Information of the person (Phone no. and email Id)	
Any Other information:	
Any other document:	

\* Any other document to support the work order should be properly described in the above-mentioned column like Name of the Document, purpose of the document etc.

Enclosed: Copy of work order

Name of the Bidder \_\_\_\_\_

Authorized Signatory \_\_\_\_\_

Date:

#### D. MeitY Empaneled CSP Authorization Form

This letter of authority should be on the letterhead of the CSP and should be signed by an authorized signatory.

#### E. Undertaking on Non-Blacklisting

This is to confirm that we M/s \_\_\_\_\_ (give full address) have not been declared neither

**failed to perform on any Agreement, nor have been expelled from any project or Agreement nor any Agreement terminated** for breach by the us (Agency) in any of the government department and public sector undertaking /enterprise or by any other Client in India, in last five year before release of advertisement.

If the above information is found to be false at any stage after the placement of Work Order / Agreement, PSBA will have full right to cancel the Contact and forfeit the Performance Guarantee. All the direct and indirect costs related to the cancellation of the order will be borne by us besides any legal action by PSBA which shall be deemed fit at that point of time.

Authorized Signatory

## 11.4 Annexure IV - Technical evaluation Criteria Forms

### A. Cloud Services Catalogue

PSB Alliance has a right to ask for Demo for the services as provided here below to confirm the capability. The bidder needs to provide login to the self-service provisioning console and credentials to PSB Alliance. Bidder needs to provide compliance on CSP letter head for this table. PSBA will award the score based on the details furnished in this table and may also decide for clarifications as part of demo / presentation.

### Annexure IV-A <<ON CSP Letterhead>> <<CSP Declaration>>

To,  
XXXXXXXXXXXX

Ref: PSBA/RFP/CLOUD/2023-24/011 Dated 05/12/2023  
Subject: CSP Self-declaration confirming Cloud Services Catalogue

Dear Sir/Mam,

We XXXX as a CSP confirm that, as on the date of submission of this bid, the below mentioned services meet (or exceed) the requirements for the respective cloud services/specifications provided in the RFP's Cloud Services Bouquet are available in India. The Service Description / Configuration, and Compliance of the respective services is provided here below from our public website.

For the AI services offered as on the date of the bid submission and for the purposes of this RFP, we confirm that the a) customer data stays within India (as selected by the MSP / Bidder) or b) we offer self-service capability on our management console that MSP / Bidder can configure to opt-out of any transfer of customer data outside India for such AI service.

We acknowledge that in case there is any discrepancy found in either of the services mentioned below (e.g., quoting non-compliant services, services not available in India), the bid is liable to be disqualified at any stage of bid evaluation as per the terms of the RFP.

Name of the CSP \_\_\_\_\_  
Authorized Signatory \_\_\_\_\_  
Date:

S.No.	Feature	Evaluation Criteria	Compliance (Yes/ No)	Maximum Marks	CSP Service Link, and other documentary evidence
1	Footprint and Feature Depth	1. Number of MeitY empanelled CSP Regions in India.			
		- 3 or more MeitY empanelled sites with presence in at least 2 different states in India than 30 PoP Locations or		2	
		- 2 Regions MeitY empanelled sites with presence in at least 2 different states in India than 30 PoP Locations or		0.5	
		- More than 25 CSP Native PoP Locations in India covering important cities such as Mumbai, Delhi / NCR, Gurgaon, Bangalore, Kolkata, Chennai.		0.5	
		2. Capability to provide MeitY empaneled sites for active-active and active-passive architecture requirements.		1	
2	Security	1. Managed service to identify potential security issues with compute instances and container images.		1	
		2. Capability to centrally manage firewall rules including Web Application Firewall and DDoS protection.		1	
		3. Security Posture Management Service to aggregate findings from other cloud security services and to centrally view/manage security alerts.		1	
		4. Provides single tenant, highly available Cloud HSM Service with FIPS 140-2 Level 3 compliance. Must support managed backups.		1	
		5. Provides service to easily rotate, manage, and retrieve database credentials, API keys, and other secrets through their lifecycle.		1	
		6. Provides managed Web Application Firewall service to block/filter malicious web traffic with support for SSL/TLS, XSS detection, rate-based rate limiting rules.		1	



		7. CSP Key Management Service (KMS or Key Vault) should support integration with external key manager/Third Party HSM at Bank Datacenter for generation, storage, and use of symmetric encryption keys. Root keys must be generated and stored inside an HSM at Bank Datacenter. CSP KMS interacts with the Bank HSM with PKCS #11 interface in their Datacenter using an external key store proxy deployed in Bank Datacenter.		1	
		8. Provides Managed Service for Distributed Denial of Service (DDoS) protection service for L3/L4 and advanced attacks. 24x7 support for DDoS response.		1	
		9. Provides Managed Threat Detection Service that continuously monitors and analyses account and workload events.		1	
		10. Provides Managed Scalable, cloud-native solution that provides: <ul style="list-style-type: none"> <li>Security information and event management (SIEM) with Support for Open Cybersecurity Schema Framework / Managed Security Lake Service with Support for Open Cybersecurity Schema Framework to collect logs from bank application deployed in cloud and bank data centers</li> </ul>		1	
3	Analytics	1. Provided managed service to set up a data lake that supports data import from multiple cloud and on-premises sources (Bank's data centers).		1	
		2. Provides managed services to collect, analyze and store streaming data.		1	
		3. Provides Managed Kafka service with ability to provision Serverless Kafka Cluster and managed Kafka Connect for data integrations.		1	
		4. Provides Managed Extract, Transform, Load (ETL) service.		1	
		5. Provides Managed Business Intelligence (BI) service.		1	
		6. Provides Managed Data Warehouse service with capability to create serverless Data Warehouse.		1	
		7. CSP Managed Elasticsearch/OpenSearch service.		1	
4	AI/ML	1. Provides managed service to extract text and data from scanned documents.		1	

		2. Provides managed service for deep learning-based image and video analysis such as face analysis, face comparison, face detection and recognition, object identification.		1	
		3. Provides managed service for Natural Language Processing (NLP).		1	
		4. Fully managed end-to-end machine learning service with capability to build, train, and deploy machine learning models at scale.		1	
		5. Should provide high performance and low cost CSP native machine learning inference hardware capability in the cloud.		1	
5	Migration Services	1.Provides managed service to move data into cloud storage with compatibility with NFS, SMB and capability to transfer data to object storage.		1	
		2. Provides devices for offline data transfer with high network connectivity, encryption at rest and capability of secure erasing.		1	
		3. Provides managed database migration service with ability to perform database migration with minimum downtime with support for heterogeneous database migrations.		1	
		4. Provides managed service for on-premises to cloud workload migrations with ability to migrate VMs from other clouds and encryption in-transit.		1	
6	Disaster Recovery and Backup	1. Provides managed disaster recovery service with failover/failback scenarios with minimal data loss.		1	
		2. Provides managed backup service for object storage, file systems and instance backups with support for SMB, NFS, iSCSI and tapes.		1	
		3. Provides managed hybrid cloud.		1	
		4. Provides Managed VMware environment in the cloud with support for VMWare Elastic DRS		1	
7	Container Related Services	1. Provided managed service for deploying and managing serverless containers.		1	
		2. Provides managed Kubernetes service with support for running Windows and Linux containers in a Kubernetes Cluster.		0.5	
		3. Provides managed container registry with automatic vulnerability scanning, encryption at-rest.		0.5	

8	Serverless Capabilities	Provides: -			
		1. Managed service to run code without provisioning or managing servers with support for a variety of languages.		1	
		2. Managed serverless relational database services for PostgreSQL, MSSQL, MySQL, MongoDB (Any 2).		1	
		3. Managed serverless services for Cassandra and GraphQL.		1	
9	Hybrid	1. Provides appliance for cloud services in a hybrid cloud environment with seamless integration with provider's public cloud services and full API compatibility with provider's cloud-based services.		1	
<b>Total:</b>				<b>40</b>	

- No Partial scoring will be given

#### B. Other Important Points for Technical Demonstration

S.No.	Category	Description	SCORE
1	Managed Relational Database Service	Should support high availability through redundant deployment in multiple sites and capability to scale horizontally by adding/removing read replicas	0.5
2	Managed Relational Database Service	Should have ability to create on-demand/manual backups/snapshots	0.5
3	Managed Relational Database Service	to provision Managed MySQL version 8.x.x or higher with disk encryption and TLS Secured endpoint	0.5
4	Managed Relational Database Service	to provision Managed PostgreSQL version 13.x or higher with disk encryption and TLS Secured endpoint	0.5
5	Managed Relational Database Service	to provision Managed MariaDB version 10.6.x or higher with disk encryption and TLS Secured endpoint	0.5
6	Managed Relational Database Service	Storage Auto-scaling without any manual action	0.5
7	Managed Relational Database Service	to choose the Backup window	0.5
8	Managed Relational Database Service	Point in time recovery	0.5
9	Managed Kubernetes Service	To provision Managed *Kubernetes service	1

10	Managed Kubernetes Service	Support for running Windows and Linux containers in a Kubernetes Cluster	1
11	Managed Kubernetes Service	Support to accurately assess Kubernetes Cluster control plane logging, security and policies	1
12	Managed Kubernetes Service	Update running Kubernetes Cluster with new version in-place upgrade without customer managing the update process	1
13	Managed Kubernetes Service	Support for encryption of Kubernetes secrets with Key Management Service	1
14	Managed streaming Apache Kafka service	Provision Managed streaming Apache Kafka service which supports ability to run Apache Kafka without having to manage and scale cluster capacity	1
15	Managed streaming Apache Kafka service	Provision Serverless Kafka Cluster	1
16	Managed streaming Apache Kafka service	Provision a managed Kafka Connect for data integrations	1
17	Managed Search service	High availability	0.5
18	Managed Search service	Snapshots/backup	0.5
19	Managed Search service	SQL language support to use SQL for querying Search service	0.5
20	Function as a Service	Native support to deploy function code in Languages: C#, Ruby, Python, Java, Node.js, Powershell, Go	1
21	Function as a Service	Support ability to have multiple version of same function.	1
22	Function as a Service	Ability to create functions from container images.	0.5
23	Cloud Asset Inventory & Change Monitoring	CSP should provide real-time inventory of all the Cloud resources including VMs, databases, networking, security configurations, storage etc. It should provide Config Management DB and GRC (Governance, Risk and Compliance) functionality providing real-time notifications for any non-compliance in customer's Cloud environment.	1
24	Cloud Asset Inventory & Change Monitoring	Minimum of 1000 Cloud Assets [VMs, Databases, Object Storage, Applications (Micro services), Security Configurations, Cloud Management Logs etc.]	1

25	Cloud Asset Inventory & Change Monitoring	Logs Data Ingestion - 5 GB Per day (with 30 day retention)	1
26	Managed Key Management Service	Key Management Service should have capability to integrate with Third Party HSM Device. Third Party HSM device should store the external root of trust and Key Vault should send the data keys to External HSM for encryption and decryption.	1
		Maximum Score	<b>20</b>

### C. Cloud Migration and Managed Services Catalogue

S.No.	Cloud Migration and Managed Services		Offered (Indicate Y/N)
1.	<b>Cloud Migration Services</b> Refer to RFP for scope of migration services. One-time cost per application to be migrated. Note: Migration services scope is NOT included under the Managed Services Cost.	To be provided as per the scope of the project at the time of evaluation for individual workloads based on the scope defined by the Bank.	
2.	<b>Cloud Managed Services Cost</b> Refer to RFP for scope of Cloud Managed services. Monthly Cost (To be provided as % of the overall cloud infra billing cost) Note: In case the Client does not have capacity to manage the provisioned cloud services, the Client can procure cloud managed services (e.g., provisioning, security configuration, monitoring) from the Supplier. Migration Services and Exit Management scope is NOT included under the Managed Services Cost.	To be provided as per the scope of the project at the time of evaluation for individual workloads based on the scope defined by the Bank.	
3.	<b>Exit Management Services Cost</b> Refer to RFP for scope of Cloud Exit Management services. One-time cost per	To be provided as per the scope of the project at the time of evaluation for individual workloads based on the scope defined by the Bank.	

	application to be migrated. Note: Exit Management scope is NOT included under the Managed Services Cost.		
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#### D. Cloud Capacity Building Services Catalogue

***Below format is provided as a guidance. Bidders may add any new services / sub-categories in the below sheet.***

S.No.	Cloud Training Services (offered either directly by the CSP or their authorized partners)		Offered (Indicate Y/N)
1.	Architecting on Cloud – Best Practices	To be provided as per the scope of the project at the time of evaluation for individual workloads based on the scope defined by the Bank.	
2.	AI/ML	To be provided as per the scope of the project at the time of evaluation for individual workloads based on the scope defined by the Bank.	
3.	Containers	To be provided as per the scope of the project at the time of evaluation for individual workloads based on the scope defined by the Bank.	
4.	Analytics	To be provided as per the scope of the project at the time of evaluation for individual workloads based on the scope defined by the Bank.	

#### 11.5 Annexure V - Role of CSP, Service Provider, and PSBA

CSPs offer tools and services to help end Clients meet their compute/storage requirements and security objectives. Suppliers (in case of managed services) and / or Clients are responsible for provisioning, configuration management, monitoring performance, governance & compliance and resource optimization using the breadth of services provided by the CSP.

Migrating to the cloud creates a model of shared responsibility between the Client, Supplier and the CSP. The operations and maintenance of the infrastructure including host operating system and virtualization layer down to the physical security of the facilities in which the service operates will be the responsibility of the CSP. The Supplier and / or the Client has the responsibility for the management of the guest operating system (including updates and security patches), other associated application software, and the configuration and management of the security solutions provided by CSP such as security groups, host-based firewalls, host-based intrusion detection/prevention, encryption, and key management solutions. Deployment on cloud requires continuous monitoring and management by the Supplier.

In case the Client does not have skilled resources or expertise to migrate to cloud or manage the provisioned environment, the Client can procure Migration Services and/or Cloud Managed Services (e.g., provisioning, security configuration, monitoring) and / or Exit Management Services from the Supplier.

However, even if the Client procures Cloud Managed Services from the Supplier, in view of the shared responsibility, it is essential that the Client: -

- I. Monitors the operational activities to have a complete view into the provisioned cloud services and their configurations.
- II. Review and validate the security configurations, review the notifications and patches released by the CSP.
- III. Have the visibility into the provisioned infrastructure (including the utilizations) so that there is no over-provisioning leading to excess payments to the Supplier.

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

The Client 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.)

#### 11.6 Annexure VI - Scope of Services : Cloud Services, Cloud Advisory Services, Migration Services, Cloud Managed Services, Capacity Building Services and Exit Management Services

##### **Cloud Services**

The Supplier must provide access to the required cloud services for the Client to provision, migrate their workloads, configure security and manage the end-to-end operations. The Supplier shall share the best practices with the Client with respect to architecture for resource optimization, high availability, security, reliability and reducing the risk of data loss / corruption.

- I. The ratio of vCPU to physical core should be either 1:1 or 2:1.
- II. The underlying processors should not be discontinued by the OEM and should be of latest generation (2019 or above)
- III. Bringing up new VMs in less than 20 minutes
- IV. Ability to auto scale.
- V. Any CSP specifications?
- VI. Continuous Refresh of H/W

##### **Disaster Recovery Services**

Business continuity and Disaster Recovery planning focuses on continuity of services during and after a disruption (e.g., hardware, software, physical disruption, natural disaster). Whereas traditional disaster recovery solutions require duplicate hardware, compute, storage, networking, and software licenses to maintain a DR environment, cloud, because of the on-demand and elasticity characteristic, eliminates the need for duplicate provisioning of compute resources. The fully provisioned recovery environment is only launched during a disaster and thus significantly reduces the Total Cost of Ownership (TCO) for disaster recovery.

As in the case of traditional deployments, there are multiple DR/BCP models available in cloud for Bank's based on their BCP and RPO/RTO requirements.

PSBA may opt for either an Active-Active (synchronous data replication) or Active-Passive (asynchronous data replication) DR from a different geographical location. In an Active-Active mode, CSPs offer an ability, without any additional cost implications, to deploy production applications across physically distinct data center facilities in an Active-Active mode, where data is synchronously replicated across both locations and both the data center facilities are active and handling requests. In case of any failure of one of the facilities, the requests will be automatically directed to and served by the second facility. This provides the ability to maintain business continuity / DR without incurring additional costs.

The supplier shall provide 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. 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 <= 2 hours (To be defined as per the project requirements)
Recovery Point Objective (RPO)	Measured during the regular planned or unplanned (outage) changeover from DC to DR or vice versa.	RPO <= 1 hours (To be defined as per the project requirements)

#### **Cloud Professional Services**

S.No.	Cloud Professional Services (offered directly by the CSP)		Offered (Indicate Y/N)
1.	Migration Assessment Services	To be provided as per the scope of the project at the time of evaluation for individual workloads based on the scope defined by the PSBA.	
2.	Security Audit	To be provided as per the scope of the project at the time of evaluation for individual workloads based on the scope defined by the PSBA.	
3.	Architecture Review	To be provided as per the scope of the project at the time of evaluation for individual workloads based on the scope defined by the PSBA.	
4.	Please add services	To be provided as per the scope of the project at the time of evaluation for individual workloads based on the scope defined by the PSBA.	



**Migration Services**

Migration Services are not a part of Cloud Managed Services and will have to be taken separately even if Cloud Managed Services have been opted. If the Client does not have expertise to migrate their existing applications to Cloud, the Client can procure the cloud migration services from the Supplier which shall include the following: -

**Application and Infrastructure Discovery & Portfolio Analysis**

- i. Formulate a baseline of the Client's technical environment including inventory of both applications and infrastructure. This should also include development/testing environments in addition to the production environment.
- ii. Document the technical details of the applications including technical architecture, integration with external solutions, underlying technologies / platforms, and underlying software. For each of the applications, capture the logical and physical deployment architecture providing the details of various architectural components (e.g., load balancer, firewall).
- iii. Identify the applications and their dependencies on other components and services. Create a dependency tree that highlights all the different parts of the applications and identify their upward and downstream dependencies to other applications.

**Define TO BE and Security Architecture for Cloud**

- i. Estimate the resources required on cloud based on the application, current / anticipated server, storage configurations and workloads.
- ii. Define the indicative or the minimum requirements that need to be provided for each kind of environment (Development, QA, Training, Staging, and Production - as applicable for the project) that is planned on cloud.
- iii. Supplier should propose and, in consultation with the PSBA, finalize the security architecture for the workloads being migrated to cloud.
- iv. Define the logical architecture indicating the different compute, storage, network, security, and monitoring services that will be provisioned for deploying the application on cloud.

**Migration of Data / Applications to Cloud**

The Supplier 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 a single point of contact for each client for any support request of the client on 24 x 7 x 365 basis.

**Cloud Managed Services**

- I. In case the Client, does not have capacity to manage the provisioned cloud services, the Client can procure the cloud managed services (e.g., provisioning, security configuration, monitoring) from the Supplier.
- II. These services exclude Migration Services and Exit Management Services, which need to be procured separately by the Client.

III. The scope of Cloud Managed Services includes the following: -

- a) 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 must be changed) must be carried out with prior approval by end client and PSBA.
- b) Patch & Configuration Management (Remote OS Administration): Manage the instances of compute, storage, and network environments. This includes PSBA-owned & installed operating systems and other system software deployed by the Supplier.
- c) 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).
- d) 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.
- e) 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.
- f) Backup (if procured by the Client): 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 Client. Restore from the backup where required.
- g) Training: Provide training to the officials of the Client on request. The training may be provided online or offline as per the requirements of the Client. The infrastructure for the offline training will be provided by the Client.
- h) Support for third party audits: Enable the logs and monitoring as required to support third party audits. The client shall have the right to conduct audits on the Cloud Service Provider & Empaneled Service Provider whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the client. All the required guidelines of RBI for Cloud Adoption and outsourcing needs to be adhered to.
- i) Miscellaneous: 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
- j) metrics, and ensure the overall reliability and responsive operation of the underlying cloud services through both proactive planning and rapid situational response.
- k) Provide the regular reporting to the Client: Security assessment report with respect to security configuration gaps and possible improvements to the security and compliance of cloud services on a quarterly basis. In case any gaps / scope for improvement are identified, the same needs to be discussed with the Client and resolved in mutual consultation with the Client, either as fixed and hence no longer a gap or acceptable risk and hence no further action required.

***CSP Authorized Training Services***

These services are required by customers for creating capacity building within the PSBA through training. The bidder will provide CSP authorized training in offline/online mode on cloud services. Attendance will be used for feedback and invoicing purposes as part of these sessions.

***Exit Management Services***

These services are relevant at the end of the contract duration or in case of any mid-way termination of the contract or work order.

Exit Management Services is not a part of Cloud Managed Services and will have to be taken separately even if Cloud Managed Services have been opted for. But if the Client does not have expertise in migrate their existing hosted applications from the cloud provided by the Supplier to another cloud or another facility as deemed fit by the Client, the Client can procure the Exit Management Service from the Supplier which shall include the following: -

- The Supplier shall provide necessary handholding support (for a maximum of 30 days) to assist in the transition of the services from the Supplier to Client or a replacement Supplier. The handholding support includes migration of the Virtual Machines, data, content, and any other assets to the new environment created by the Client or any Agency (on behalf of Client) on alternate Supplier's offerings to enable successful deployment and running of the applications / websites on the new infrastructure.

## 11.7 [Annexure VII: Indicative Service Levels](#)

CSP's standard commercial service levels (available on the public website) will be applicable for all the cloud services.

Below are the indicative service levels for managed services that may be included in the work order / contract issued by the individual Bank.

The key service level objectives that relate to the cloud service and the related aspects of the interface between PSBA and the cloud service provider are indicated below: -

- I. The SLA parameters shall be monitored monthly 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 Client, then PSBA will have the right to take appropriate disciplinary actions including termination of the contract.
- II. The full set of service level reports should be available to the Client and PSBA monthly or based on the project requirements.

- III. In case these service levels cannot be achieved at service levels defined in the agreement, PSBA shall invoke the performance related penalties. Payments to the Supplier will be linked to the compliance with the SLA metrics laid down in the agreement.
- IV. 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.
- V. Penalties shall not exceed 100% of the monthly bill. If the penalties exceed more than 50% of the total monthly bill, it will result in a material breach. In case of a material breach, the Supplier will be given a cure period of one month to rectify the breach failing which a notice to terminate may be issued by the Client.

S.No.	Service Level objective	Measurement Methodology	Target/Service level	Penalty
<b>Support Channels – Incident and Helpdesk (as per Clause 11.6)</b>				
1.	Response time	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 reported within the reporting month.	95% within 15 minutes	< 95% (1% of the <<Periodic Payment>> for each percentage drop below 95%)
2.	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	<ul style="list-style-type: none"> <li>• &lt; 99% &amp; &gt;= 97% (5% of the &lt;&lt;Periodic Payment&gt;&gt;)</li> <li>• &lt; 97% &amp; &gt;= 95% (10% of the &lt;&lt;Periodic Payment&gt;&gt;)</li> <li>• &lt; 95% (15% plus 1% of the &lt;&lt;Periodic payment&gt;&gt; for each percentage drop below 95%)</li> </ul>
3.	Time to Resolve - Severity	Time taken to resolve the reported ticket/incident from the time of logging.	95% of Severity 2 within 4 hours of problem reporting AND	<ul style="list-style-type: none"> <li>• &lt; 95% &amp; &gt;= 90% (2% of the &lt;&lt;Periodic Payment&gt;&gt;)</li> </ul>

	2,3		95% of severity 3 within 16 hours of problem reporting	<ul style="list-style-type: none"> <li>• &lt; 90% &amp; &gt;= 85% (4% of the &lt;&lt;Periodic Payment&gt;&gt;)</li> <li>• &lt; 85% (6% plus 1% of the &lt;&lt;Periodic payment&gt;&gt; for each percentage drop below 85%)</li> </ul>
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**Note: Periodic Payment means monthly payment**

VI. The maximum cumulative penalty cannot exceed 10% of the work order value after which PSBA may cancel the work order and forfeit the Variable Performance Security submitted by the Supplier. This cumulative penalty cap is hit twice against various work orders, then PSBA will forfeit the Fixed Performance Security submitted by the Supplier and may also lead to termination of the contract.

#### VII. Severity Levels

Below severity definition provides indicative scenarios for defining incidents severity. However, PSBA will define / change severity at the time of the incident or any time before the closure of the ticket based on the business and compliance impacts.

Severity Level	Description	Examples
Severity 1	The environment is down or major malfunction. resulting in an inoperative condition or disrupting 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	<ul style="list-style-type: none"> <li>• Non-availability of VM.</li> <li>• No access to Storage, software, or application</li> </ul>
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.	

## 11.8 Annexure VIII - Format for Performance Bank Guarantee

Name of the Bank: \_\_\_\_\_

To

**PSBA Limited**

### **PERFORMANCE BANK GUARANTEE**

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas <<name of the Supplier and address>> (hereinafter called “the applicant/Supplier”) has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to <<PSB Alliance Pvt. Ltd>> (hereinafter called “the beneficiary”)

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

And whereas we,

**<<Name of the Bank>>** a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its offices at <<address of the local office>> have agreed to give the Supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of **Rs. <<Insert Value>> (Rupees <<insert value in words>> only)** and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs **<<Insert Value>> (Rupees <<insert value in words>> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This Guarantee shall be valid until <<Insert Date>>.

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed **Rs <<Insert Value>> (Rupees <<insert value in words>> only).**

II. This bank guarantee shall be valid up to <<insert expiry date>>.

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for *PSBA/RFP/CLOUD/2023-24/011 dated 05.12.2023 for empanelment of Service Providers for providing Cloud Services* payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.

In consideration of the Chairman and Managing Director PSB Alliance Pvt. Ltd. acting through \_\_\_\_\_ (Designation & address of Contract Signing Authority), (hereinafter called "PSBA Ltd") having agreed under the terms and conditions of agreement/ Contract Acceptance letter No. \_\_\_\_\_ Dt : \_\_\_\_\_ Made between \_\_\_\_\_ (Designation & address of contract signing Authority) and \_\_\_\_\_ (here in after called "the said Agency" for the work \_\_\_\_\_ (here in after called "the said agreement") having agreed for submission of an irrevocable Bank Guarantee Bond for ₹ \_\_\_\_\_ ( ₹ \_\_\_\_\_ only) as a performance security Guarantee from the Agency for compliance of his obligations in accordance with the terms & conditions in the said agreement.

We \_\_\_\_\_ (Indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to PSBA Ltd an amount not exceeding ₹ \_\_\_\_\_ ( ₹ \_\_\_\_\_ only) on demand by PSBA Ltd.

We \_\_\_\_\_ (Indicate the name of the bank, further agree that ( and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from PSBA Ltd through the Managing Director and CEO / Executive Director, PSBA Ltd, Mumbai or \_\_\_\_\_ (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by PSBA Ltd by reason of any breach by the said Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency failure to perform the said agreement. Any such demand made by the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ \_\_\_\_\_ ( ₹ \_\_\_\_\_ Only).

(A) We \_\_\_\_\_ ( indicate the name of Bank ) further undertake to pay to PSBA Ltd any money so demanded notwithstanding any dispute or dispute raised by the Agency in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

(B) The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Agency shall have no claim against us for making such payment.

We \_\_\_\_\_ (Indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of PSBA under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by \_\_\_\_\_ (Designation & Address of contract signing authority) on behalf of PSBA Ltd, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Agency and accordingly discharges this guarantee.

(a) Not withstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by PSBA Ltd or until ( date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by PSBA Ltd within validity/ extended period of validity of guarantee from the date aforesaid.

Provided always that we \_\_\_\_\_ (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case shall be on being called upon to do so by PSBA Ltd. If the guarantee is not renewed or the period extended on demand, we \_\_\_\_\_ (indicate the name of the Bank) shall pay PSBA Ltd the full amount of guarantee on demand and without demur.

We \_\_\_\_\_ ( indicate the name of Bank ) further agree with PSBA Ltd that PSBA Ltd shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time

or from time to time any to the powers exercisable by PSBA Ltd against the said Agency and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency for any bearance act or omission on the part of PSBA Ltd or any indulgence by PSBA Ltd to the said Agency for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.

This guarantee will not be discharged by any change in the constitution of the Bank or the Agency. We, \_\_\_\_\_ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of PSBA Ltd in writing.

This guarantee shall be valid up to (Date of Completion plus Handholding Period). Unless extended on demand by PSBA Ltd. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs. .... (Rs. ....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated:                      The                      Day of                      For

(Indicate the name of bank)

Witness	Signature of Banks Authorized official (Name) _____ Designation with Code No. ----- Full Address-----
1	



**11.9 Annexure IX – MSP Self Declaration confirming genuine softwares, validity of discount**

**<<ON MSP Letterhead>>  
<<MSP Declaration>>**

To,  
The Customer.  
XXXXXXXXXXXX

Ref: Request for Proposal for PSBA/RFP/CLOUD/2023-24/011 Dated 05/12/2023  
Subject: MSP Self-declaration confirming genuine software, validity of discount

We confirm that for all the cloud services being quoted or as will be offered part of this contract, only genuine software is/will be offered and in compliance to the licensing policy of the software OEM / CSP where CSP is offering the software. The offered public prices include all applicable licenses (as well as upgrade) as required by the licensing policy of the concerned OEMs (on license included options) or comply to the Open-Source license for the Virtual Machines or the managed database services options.

We confirm that the discount percentage offered by us will remain valid for all the services offered by the CSP from the India facilities for the entire duration of the contract and spends up to the maximum value specified in the contract without any conditions. Where there is different public pricing for on-demand and commitment (reservation) models, we confirm that the offered discount percentage will remain valid for both models. We further confirm that we will provide detailed usage report providing details of the consumption of the individual services during the payment period along with Detailed resource utilization report highlighting any under-utilization of resources with recommendations on how the resources can be optimized for the subsequent payment periods along with scope for price optimizations through reservations / commitments.

We acknowledge that, as per the terms of the RFP, in case of an abnormally Low Bid from the bidder (in any subsequent work load requirements as part of this empanelment), i.e. one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price or appears to be Predatory Pricing, i.e. quoting unreasonably low prices to undercut and obtain the contract, PSBA may in such cases seek written clarifications from the bidder as well as the CSP, including detailed price analyses of the bid price. If, after evaluating the price analyses, PSBA determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price or appears to quote Predatory pricing, PSBA may reject the Bid/Proposal. In order to obtain Quality services and not risk the project, the assessment of PSBA about the abnormally Low Bid or Predatory Pricing would be final.

Name of the MSP \_\_\_\_\_  
Authorized Signatory \_\_\_\_\_  
Date: