

REQUEST FOR PROPOSAL (RFP) FOR HIRING OF CLOUD SERVICE PROVIDER FOR SANGRAHALAYA WEBSITE

Tender No: PMML/Website Hosting/2024-25 (Participation through E-Tender only)

Visit: <https://nmml.ewizard.in>

(E-wizard helpdesk 011:49606060)



PRIME MINISTERS MUSEUM & LIBRARY
TEEN MURTI HOUSE
NEW DELHI – 110011

August 2024

PRIME MINISTERS MUSEUM & LIBRARY

REQUEST FOR PROPOSAL FOR HIRING OF CLOUD SERVICE PROVIDER FOR SANGRAHALAYA WEBSITE

E- tenders on behalf of the Director, Prime Ministers Museum and Library (PMML), are invited under Two Bid System viz. Technical Bid and Financial Bid from reputed, experienced and financially sound agencies/ Companies for hiring of Cloud Service Provider for Sangrahalaya website as under:

S No.	Description	Schedule
1	e-Tender No.	PMML/Website Hosting/2024-25
2	Name of Work	Hiring of Cloud Service Provider for Sangrahalaya website
3	Cost of the Tender Documents	NIL
4	Earnest Money Deposit (EMD)(Tender Security)	Rs. 1,00,000/-
5	Tender Processing Fee (Non-refundable)	Rs. 2,000/-+ GST @18% (Non- Refundable) payable to M/s ITI Ltd through e-payment. For clarification/ registration for e- tendering etc. Contact Mobile:9355030617,e-wizard helpdesk 011-49606060 & https://nmml.ewizard.in
6	Date & Time of sale of e-Tender (Online)	08-08-2024
7	Last Date & time of Submission/uploading of Bids (Online)	26-08-2024 by 3:30 PM on https://nmml.ewizard.in
8	Date & Time of Online Opening of Technical Bids	26-08-2024 at 4:00 PM
9	Date & time for opening of Financial Bid for Technically qualified bidders only.	Date & time for opening of Financial Bid will be intimated in due course.
10	Venue of Opening of Technical & Financial Bids	Prime Ministers Museum and Library, Teen Murti House, New Delhi - 110 011.
11	Bid Validity Period/Validity of Bid offer for Acceptance	180 days from the date of last date of submission of the tender
12	Address for Communication & Opening of Tenders	Director, Prime Ministers Museum & Library, Teen Murti House, New Delhi-110011.
13	Availability of Tender Documents (For download)	Tender can be downloaded from https://PMML.ewizard.in and can also be viewed/downloaded free at website: https://nmml.ewizard.in . PMML may issue Addendum(s)/Corrigendum(s) to the Tender Document, if any, which can also be viewed on

		website www.pmml.nic.in
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1. Proposals shall be submitted as per the “Instructions to the Bidders” Section.
2. Proposals shall be treated as incomplete and are liable to be summarily rejected if the requested parties do not submit all supporting documents or do not furnish the relevant details.
3. The validity of the offer shall be One Hundred and Eighty (180) days from the opening of the Technical Proposals.
4. The PMML does not bind itself to accept the lowest proposal and to give reason for any decision taken in respect of this Tender including cancellation.

Director
Prime Ministers Museum and Library
Teen Murti House
New Delhi – 110011

Section1

1. Instructions to Bidders

1.1. Name of Client and address: Prime Ministers Museum and Library, Teen Murti House New Delhi 11001.

1.2. Method of Selection: Two Based System, Technical + Financial, L1 based selection

1.3. Name of the Assignment: Hiring of Cloud Service Provider for Sangrahalaya website
<http://www.pmsangrahalaya.gov.in>

1.4. Sections of this Bid Document:

- Instructions to Bidders
- Terms of Reference
- Formats for Submission of Tender Document

1.5. Bidders are advised to study all instructions, forms, requirements, appendices and other information in this RFP document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

1.6. Failure to comply with the requirements of this RFP may render the Proposals submitted by Bidders as non-compliant and the Proposals may be rejected. Bidders must:

- Comply with all requirements as set out within this RFP.
- Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
- Include all supporting documentations specified in this RFP.

1.7. Bid Security/Earnest Money Deposit:

Earnest Money Deposit of Rs. 1,00,000/- in the form of Bank Demand Draft/Bank Guarantee for any nationalized bank of India, payable to/in favor of “The Director, Prime Ministers Museum and Library” at New Delhi to accompany the Technical Proposal. EMD can also be deposited online through RTGS/ IMPS in the following account:

Account Name: Prime Ministers Museum and Library
Bank Name: ICICI Bank
A/c No. 114505002341
IFSC: ICIC0001145

The EMD shall be valid for a minimum period of 180 days from the due date for the submission of the Tender. Submission of EMD is mandatory and no MSME Exemption is being given to bidders holding valid MSME Certificates.

1.8. Requesting Clarifications & Issue of Corrigendum:

If the bidder wishes to seek clarification it may do so in writing to PMML at aao.nmml@gov.in. The Bidders will have to ensure that their queries should reach on or before 5:00 PM, 12-08-2024 and in the following format:

S. No.	RFP Document Reference			Statement as per RFP	Query by the Bidder
	Page No.	Section No.	Section Name		
1					
2					

- Bidders must adhere to the above template while submitting their queries.
- Any requests for clarifications post the indicated date and time may not be entertained.
- The PMML reply to the queries with 3 working days of the last date of query submission and email the bidders and same will uploaded on tender portal as well as PMML website.
- At any time prior to the last date for receipt of bids, PMML may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- The Corrigendum (if any) & clarifications to the queries from all bidders will be emailed to all participants of the pre-bid conference.
- Any such corrigendum shall be deemed to be incorporated into this RFP.

1.9. Right to Terminate the Process:

PMML may terminate the RFP process at any time and without assigning any reason. PMML makes no commitments, express or implied, that this process will result in a business transaction with anyone.

1.10. Publication of RFP Document:

RFP document will be published on the following websites:

- <https://nmml.ewizard.in>
- www.pmml.nic.in

1.11. Amendments to the RFP and Corrigendum:

- 1.11.1. Any addendum uploaded on the PMML's website will be binding on all Bidders. It shall be the Bidders responsibility to check PMML's website regularly to make sure that they are up-to-date with any changes made in the RFP.
- 1.11.2. To give Bidders reasonable time in which to take an addendum into account in preparing their Proposals, PMML may, at its discretion, extend the deadline for the submission of the Proposals.

1.12. Authentication of Bids:

A letter of authorization shall be supported by a written power-of-attorney accompanying the bid.

1.13. Uniformity:

To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the page number, section, or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP. All pages of the Proposal must be paginated and signed by the authorized signatory.

1.14. Bid Scope:

The Bidder cannot bid for a specific portion of the project scope. The entire project scope of work has to be bid for. The scope of work includes: **Hiring of Cloud Service Provider for Sangrahalaya website fulfilling all of the Terms of Reference mentioned in Section 2.**

1.15. Consortium:

No Consortium is allowed for bidding.

1.16. Subcontracting:

The Bidder shall not be permitted to subcontract any part of its obligations under the Contract.

1.17. Period of Engagement:

The duration of the project is 1 year from the day of signing of Contract and extendable by upto 1 year on satisfactory performance and mutually agreed terms.

1.18. Cancellation of Appointment / Contract:

The Appointment / Contract are subject to cancellation due to any of the reasons mentioned here under.

1.18.1. If the Bidder is found to have submitted false particulars / fake documents at the time of submitting the RFP for the award of assignment.

1.18.2. If the Bidder is found wanting in commitment to quality and delivery period / work plans, adherence to the guidelines, Statutory regulations, safe keep of all physical and electronic artifacts, conduct/ discipline etc., while executing the job. Any deviations from stated conditions and contractual clauses can lead to appropriate deterrent action as deemed fit by PMML.

1.18.3. If the Bidder fails to execute the job as per the defined scope, delivery targets, quoted rate or any other point previously agreed, after PMML issues the Letter of Intent (LOI)/ Letter of Authorization (LOA).

1.18.4. Any recommendation for award of Contract will be rejected if it is determined that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in question; in such cases PMML will declare the Bidder ineligible, either indefinitely or for a stated period of time, from participation in any further activities of PMML.

1.18.5. If the Bidder fails to make written disclosure as per the Disclosure Clauses of this Tender Document, either at the time of submitting the proposal or after the Contract has been signed with the Bidder.

1.18.6. Manipulation of rates by cartelization.

1.19. Conflict of Interest:

1.19.1. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of the Contract.

1.19.2. In the event of a conflict of interest, the Bidder is required to obtain “no objection” from PMML in order to qualify to bid.

1.20. Opening of Technical Bids and Evaluation of Bids:

1.20.1. PMML will constitute a RFP Evaluation Committee to evaluate the responses of the bidders.

1.20.2. The RFP Evaluation Committee constituted by the PMML shall evaluate the responses to the RFP and all supporting documents/ documentary evidence.

1.20.3. Any Bidder’s inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.

1.20.4. The decision of the RFP Evaluation Committee in the evaluation of responses to the RFP shall be final.

1.20.5. No correspondence will be entertained outside the process of evaluation with the Committee.

1.20.6. The RFP Evaluation Committee may email the Bidders to seek clarifications on their proposals.

1.20.7. The RFP Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

1.20.8. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

1.21. Criteria for Evaluation of Technical bids:

The Evaluation Committee shall evaluate the Technical bids on the basis of their responsiveness to the eligibility conditions mentioned in this RFP. Bidders who are termed Technically Qualified by the Committee upon clearing the **Minimum Technical Eligibility Criteria** will be called as Technically Qualified and their Financial Bids will be opened subsequently.

1.22. Opening of Financial Proposals:

1.22.1. The Financial Proposals and EMD of all non-qualifying Bidders shall not be opened through the e-tendering portal.

1.22.2. Bidders who qualify in the Technical Proposal shall be informed in writing, or through standard electronic mail, of the date and mode of opening of their Financial Proposals.

1.22.3. The Financial opening of the technically qualified bidders shall be done online/ video conferencing mode and date and time for the same shall be duly informed.

1.23. Confidentiality:

Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such processes until information on Contract award is communicated to the Qualifying Bidder.

1.24. Mobilization / Start Date:

The Bidder is expected to commence the work after signing of the agreement.

1.25. PMML's Right to Terminate the Bidding Process:

PMML makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by PMML.

1.26. Performance Security:

1.26.1. Within two weeks of the receipt of notification of award from PMML, the successful Bidder shall submit a Performance Security of 5% of the total contract value either in the form of a bank draft or Bank Guarantee. Such Performance Security must be valid till the successful completion of the contract.

1.26.2. Failure of the successful Bidder to submit the Performance Security or sign the Contract/Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD/Security. In that event, PMML may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the PMML to be qualified to perform the Contract/Agreement satisfactorily. In such cases, a request for extension of validity of Bids shall be sent out to all other qualified Bidders at the earliest in writing or through standard electronic mail, if so required.

1.27. Price Offer and Taxes:

1.27.1. Price shall be quoted in INR and will remain fixed throughout the period of contract.

1.27.2. The Bidder shall submit ONLY ONE Financial Bid. **Prices quoted must be firm and inclusive of all taxes**, and no change alternate/conditional price offers shall be allowed.

1.27.3. Any price escalation due to delays by the selected vendor shall be borne by the bidder.

1.27.4. All rates and prices once agreed in the Contract shall be fixed for the entire duration of the Contract and no requests for enhancements or additions shall be entertained under any circumstances.

1.28. Refund of Earnest Money Deposit:

The EMD of all bidders except the selected one would be refunded within two weeks of signing of Contract with the Successful Bidder.

1.29. Right to Inspect:

PMML reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualifications/ documents of the Bidder during the evaluation period, as well as throughout the duration of the project.

1.30. Force Majeure:

The selected bidder shall not be liable for any Penalty charges due to delay in execution work/service resulting from any causes beyond the bidders reasonable control including but not limited to compliance with regulations, orders or instructions of Central/State or Municipal Govt. or Agency thereto, Acts of God, Acts of Civil and Military authorities, fires, floods, strikes, lockdowns, war risks, riots and civil commotion's and the bidder will seek extension of delivery period within three weeks of the occurrence of any such event and clearly state the anticipated delay in execution on account of such events. On receipt of such a request from the bidder, the delivery period be extended up to the time requested for by the bidder, subject to the further condition that if the delivery period is likely to be extended by more than sixty days on account of any event the PMML will be at liberty to cancel the un-executed portion of the Work order without assigning any reason and without payment of any compensation.

1.31. Negligence:

If the firm neglects to execute the work with due diligence and expedition or refuses or neglects to comply with any reasonable order given in writing by the PMML in connection with Work order or shall contravene the provisions of the Work order, the PMML may give 21 days' notice, in writing, to the firm to make good the failure, neglect or contravention complained of and should the firm fail to comply with the notice within reasonable time from the date of service thereof, in case of failure, neglect or contravention capable of being made good, within that time or otherwise within such time as may be reasonably necessary for making it good, then and in such cases, the PMML shall be at liberty to take the Contract wholly or partly out of the hands of the bidder and reconstruct at reasonable price with any other person or persons. In such an event it shall be lawful for the PMML to retain any such balance which may otherwise be due by him to the firm on any account including the security money and apply the same towards the execution of the whole or balance of the works so re-contracted, as aforesaid. If no such balance is due by the PMML to the firm or if due, is not sufficient to cover the amount thus recoverable from the firm, it shall be lawful for the PMML to recover the whole or balance of the amount from the firm by action of law.

1.32. Bankruptcy:

If the supplier shall commit any act of bankruptcy or being a Corporation, commence to be wound up except for reconstruction purposes, or carry on its business under a Receiver, the executors, successor or other representative in law of the estate of the supplier or any such Receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the PMML and shall for one month during which the supplier shall take all reasonable steps to prevent stoppage of the work, have the option of carrying out the

contract subject to the supplier providing such Guarantee as may be required by the PMML but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the work the period of the option under this clause shall be fourteen days only. Provided that should the above option not be exercised, the contract may be terminated by the PMML by notice in writing to the supplier and the same power and provision reserved to the PMML in the last proceeding clause of taking the work out of the supplier's hands shall immediately become operative.

1.33. Arbitration:

If at any time, any question, dispute or difference whatsoever, shall arise, between the PMML and the bidder, upon or in relation to or in connection with the contract, the provisions of Indian Arbitration and Conciliation Act-1996 and of the Rules there-under and any Statutory Amendment/ Modification or re-enactment thereof for the time being in-force, shall be deemed to apply to and be incorporated in the contract.

1.34. Jurisdiction of Court:

In case of any dispute between the parties, the Courts at Delhi only shall have the jurisdiction to settle/ decide and adjudicate upon such matters. Before approaching the court of law, and dispute or difference arising in connection with the contract shall be referred by either party for arbitration in accordance with Clause- 1.35 above.

1.35. Minimum Technical Eligibility Criteria:

The following criteria is required to be eligible technically for further consideration in the bid process and non-compliance in any of the criteria mentioned below would disqualify the bidder from proceeding to the next stage of evaluation.

Sr. No.	Pre-qualification criteria	Documents to be provided	Attached (Y/N)	Page No.
01.	The bidder must be a company registered under Union/State Govt. Documentary evidence to be submitted Registration Certificate to do the business for similar services jobs etc. (As per scope of work)	Certificate of Commencement of business (Certificate of incorporation) Certificate consequent to change of name, if applicable		
02.	Supporting document related to empanelment of cloud service provider with Meity, Govt. Of India	Valid Certificate for empanelment with Meity		
03.	ISO 9001:2015, Information Security Management System ISO 27001:2013 or higher valid certificate copies.	ISO certificate		

04.	<p>Experience Certificates: a) One IT project of 25 lakhs project value including Cloud Services in last 03 years.</p> <p style="text-align: center;">OR</p> <p>b) Two IT projects of 15 lakhs each Project value Including Cloud Services</p> <p style="text-align: center;">OR</p> <p>c) Three IT projects of 10 lakhs Project value including Cloud services</p> <p>Note: Experience certificate shall be from services provided in Government Entity/ Autonomous Bodies/ Public sector/ reputed firms in India for providing (PaaS, SaaS) Services</p>	<p>Copy of purchase order or Contract/Completion Certificate/Satisfactory report from Client, duly attested by bidder should be enclosed along with the Technical Bid.</p>		
05.	<p>They should be registered with GST, PAN, and TAN certificate under their own name. The registration must be in force and shall not expire during the course of contract/work.</p>	<p>Attested copy of PAN, TAN and GST registration certificate.</p>		
06.	<p>Bidder's Details</p>	<p>Annexure T-I [On the letterhead of the Bidder]</p>		
07.	<p>Bid form</p>	<p>Annexure T-II [On the letterhead of the Bidder]</p>		
08.	<p>Declaration</p>	<p>Annexure T-III [On the letterhead of the Bidder]</p>		
09.	<p>Declaration regarding blacklisting/Non Blacklisting</p>	<p>Annexure-T-IV [On the letterhead of the Bidder]</p>		
10.	<p>Annual turnover of the bidder for each year for past 3 Years.</p>	<p>Annexure T-V [On the letterhead of the Bidder]</p>		
11.	<p>Details of Firm's Experience of Services-</p>	<p>Annexure T-VI [On the letterhead of the Bidder]</p>		
12.	<p>In case of bidding by CSP partner, copy of authorization certificate from OEM must be provided by the bidders</p>	<p>Annexure T-VII [On the letterhead of the Bidder] Copy of authorization certificate from OEM/CSP</p>		
13.	<p>Financial BID Form</p>	<p>Annexure T- VIII [On the letterhead of the Bidder]</p>		

1.36. All the documents as mentioned in this Section along with the documents as mentioned in Section 2 of this document shall form part of the complete Technical Bid.

The bidder must sign on each supporting statement, undertaking, document, certificate etc. uploaded by it, thereby owning the responsibility for their authenticity and correctness.

1.37. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the PMML on the basis of this RFP.

1.38. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by PMML. PMML may cancel this public procurement at any time prior to a formal written contract being executed.

1.39. Abnormally Low Bids & Unresponsive Bids:

1.39.1. If a firm quotes NIL charges/Consideration, the bid shall be treated as unresponsive and will not be considered.

1.39.2. Abnormally low financial bids will be handled as per the guidelines issued by the Ministry of Finance, Government of India and for predatory pricing and abnormally low bids evaluations.

1.39.3. The bidder with Lowest Service Charge will be awarded the tender.

1.39.4. Following may lead to declare a proposal non-responsive:

- If a proposal is not submitted as specified in the RFP document
- If it is found with suppression of details
- If it is submitted with conditional and partial offers
- If it is submitted without the documents requested in Section 1
- If it has non-compliance of any of the clauses stipulated in the RFP

1.40. Indemnity:

The bidder shall obtain necessary trade and other license/ permission as may be required to carry out the tendered job and at all times indemnify the PMML against all claims which may be made in respect of any right protected by patent, copyright, registration or Trade Mark and shall take all risk of accidents or damage which may cause a failure of the supply and the entire responsibility towards fulfilment of the Contract. In the event of any claim in respect of alleged breach being made against the PMML, the PMML shall notify the bidder of same, and the bidder shall be at liberty at his own expense, to settle any dispute or to conduct any litigation that may arise there from.

1.41. Termination of Contract for default:

1.41.1. The PMML without prejudice to any other remedy for breach of Contract, by a written notice of not less than 7 (Seven) days sent to the Successful Bidder may terminate the Contract/ blacklist in whole or in part for any of the following reasons:

- If the Successful Bidder fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or
- If the Successful Bidder fails to bid or respond for three consecutive bid given by the PMML without assigning any satisfactory reason to PMML in writing or by email; or
- If the Successful Bidder fails to perform any other obligation(s) under the contract; or

- Laxity in adherence to standards laid down by the PMML; or
- Discrepancies/deviations in the agreed processes and/or Services; or
- Violations of terms and conditions stipulated in this RFP.

1.41.2. In the event the PMML terminates the Contract in whole or in part for the breaches attributable to the Successful Bidder, the PMML may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Successful Bidder shall be liable to the PMML for any increase in cost for such similar Services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.

1.41.3. If the contract is terminated under any termination clause, the Successful Bidder shall handover all documents/ executable/ Purchaser data or any other relevant information to the PMML in a timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the PMML.

1.41.4. The PMML's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.

1.41.5. In the event of failure of the Successful Bidder to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the PMML at its sole discretion may make alternate arrangements for getting the Services contracted with another vendor. In such case, the PMML shall give prior notice to the existing Successful Bidder. The existing Successful Bidder shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Successful Bidder shall render all reasonable assistance to the new Service Provider within such period prescribed by the PMML, at no extra cost, for ensuring smooth switch over and continuity of services. If an existing Successful bidder is breach of this obligation, they shall be liable for paying a penalty as provided in the Penalty Section of this document, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee. PMML or the "Successful Bidder" 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.

1.41.6. Upon termination of this Contract due to any reason whatsoever or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth herein, (iii) and any right which a Party may have under the Applicable Law.

1.42. Penalty Clause:

1.42.1. After the award of work if the bidder fails to commence the work from the date as mentioned in the agreement, the PMML will levy penalty in the following manner:

1.42.1.1. 20% of cost of order/agreement per week, up to four weeks delays

1.42.1.2. After four weeks of delay, PMML may cancel the agreement and get this job carried out preferably by another agency from open market. The difference, if any, will be recovered from the defaulter-contractor and he shall also be blacklisted from participating in such type of a tender for a period of four years and his Performance Security may be forfeited, if so warranted.

1.42.2. If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfil any of the contractual obligations, the PMML may take a decision to cancel the contract with immediate effect. Further, performance security of the agency may also be forfeited if the performance of the agency is not satisfactory.

1.42.3. In case of late services / no services on a specific activity, in which the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract, the firm shall be liable to pay a Liquidated Damages (LD). LD will be imposed @ 1% per week delay or part thereof, of the cost of contract value up to maximum of 10% of the contract value from the Agency. The timeline/schedule of deliverables will be decided as and when the requirement/ tasks /activities arise.

1.43. Liquidated damage: The job includes the services mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the contractor for sum not less than 0.5% of the contract value for that item/job for each week or part thereof, subject to a ceiling of 10% of the total contract value (including all taxes & duties and other charges). In the event of LD exceeds 10% of the order value, PMML reserves the right to terminate the contract and PMML will get the job completed by any other competent party. The difference of cost incurred by PMML will be recovered from the contractor.

1.44. Service Levels and Default Charges: The Cloud Service Provider shall have to maintain minimum 99.99% of uptime. The uptime shall be measured on monthly basis. In case of any deficiency in meeting the required uptime, a default charge of 1% of the monthly payment per 0.01% drop of uptime will be levied, subject to a maximum of 10% of the monthly charge. The Cloud Service Provider shall submit the monthly system-generated uptime report along with its monthly invoices. In case, the default charges hit 10% limit for two consecutive months, PMML shall have a right to terminate the agreement.

1.45. Payment:

1.45.1. The Contractor must submit the bills after compilation/completion of every month;

1.45.2. Payment shall be made on an actual usage basis based on Projects mentioned in the scope of work (Project wise). The bill submitted by the bidder should be duly certified by the concerned project officer of PMML. No advance payment will be made. Payment shall be made only to the basis on actual consumption of services, duly supported with the requisite details of services.

1.45.3. Invoice (i.e. Tax invoice as per Service Tax rules clearly indicating Tax registration number, Service Classification, rate and amount of Tax shown separately).

1.45.4. The agency will submit a bill, in the name of PMML.

1.45.5. No claim for interest will be entertained by the PMS in respect of any payment/deposit which will be held with the Centre due to a dispute between the PMML & Contractor or due to Administrative delay for reasons beyond the control of the PMML.

1.45.6. All Taxes per applicable rules from time to time will be deducted at applicable rates from all payments made by PMML.

1.45.7. The payment is mandatory through NEFT/RTGS only.

Section 2

2. Terms of Reference (ToR) & Scope of Work

Services required

- VMs as above with Fixed cost per month with Linux/MS windows Platform
- Backup of VMs, Database and applications with 10 days of retention
- Bandwidth (No charges up to 500 MbPS)
- Log Analysis
- Disk Read/Write operations
- Static and Dynamic IPs
- VPN services
- Dashboard for PMS administrator for Monitoring VMs and reports, Utilization of resources.
- Load Balancing
- Web application Firewall (WAF) Services.
- Anti-virus and patch management
- Domain URL mapping
- No Additional Download/Upload charges
- Any other service which may be required in the future
- Minimum uptime 99.9% monthly.
- Patch Management

Note: *Model to be used: “Pay as You Go” on monthly Consumption basis.

Infrastructure Requirements of Cloud Services

Table-1

SI No.	Items	VM1
1	vCPU min. 3.2 Ghz	8
2	RAM	64 GB
3	SSD	1000 GB
4	Operating System	Ubuntu (latest edition)
5	Database	Maria DB (latest edition)
6	Bandwidth Speed	Default (500 Mbps)
7	Public IP	Yes – 1 nos.
8	Disk IOPS	3000
9	vFirewall	1 Gbps through put
10	SSL	1
11	Domain Name	1

Table-2

SI No.	Items	VM2
1	vCPU min. 3.2 Ghz	4
2	RAM	16 GB
3	SSD	500 GB
4	Operating System	Ubuntu (latest edition)
5	Database	Maria DB (latest edition)
6	Bandwidth Speed	Default (upto 500 Mbps)
7	Public IP	No
8	Disk IOPS	3000

Table-3

SI no	Items	VM3
1	vCPU min. 3.2 Ghz	4
2	RAM	16 GB
3	SSD	500 GB
4	Operating System	Ubuntu (latest edition)
5	DB	Maria DB (latest edition)
6	Bandwidth Speed	Default (500 Mbps)
7	Public IP	No
8	Disk IOPS	3000

Table-4

SI no	Items	VM4
1	vCPU min. 3.2 Ghz	4
2	RAM in GB	16
3	SDD in GB	500
4	Operating System	Microsoft windows standard 2022
5	Database	No
6	Bandwidth Speed	Default (500 Mbps)
7	Public IP	Yes – 1 Nos.
8	vLoad Balancer - HA Proxy	Yes
9	vFirewall - 1 Gbps througput	Yes
10	Antivirus for Window VM	Yes
11	SSL	1
12	Domain Name	1

Table-5: (As and when required during the contract period)

Sl. No.	Item
1	vCPU min. 3.2 Ghz (Per unit) per day or month
2	Application Load Balancer
3	Storage for Backup (HDD) (in GB) (per day or month)
4	Windows Application Firewall
5	RAM (in GB) (per day or month)
6	SSD (in GB) (per day or month)
7	Bandwidth above 500 Mbps (per 1 mbps)
8	Number of Public IP : 1 Nos.

- **The rates of Table 5 shall not be considered while evaluating the financial bid.**

Sl no	Services Requirements (Undertaking required)
1	VMs as above with Fixed cost per month with Linux/Windows Platform
2	All the allocated hardware cloud resources must be dedicatedly used for PMS only.
3	Backup of VMs, Database and applications with 10 days of retention
4	Bandwidth (No charges up to 500 Mbps)
5	Log Analysis
6	Disk Read/Write operations
7	Static IP's
8	VPN services
9	Dashboard for PMS administrator for Monitoring VMs and reports, Utilization of resources.
10	Load Balancing
11	Web application Firewall (WAF) Services.
12	AntiVirus and patch management
13	Domain URL mapping
14	No Additional Download/Upload charges
15	Any other service which may be required in future

Exit Management Clause

1. The bidder shall be responsible for providing the tools for import/export of VMs & content on offline physical storage devices, as agreed by PMML, and shall be responsible for the preparation of the Exit Management Plan and carrying out the exit management/transition at no extra cost.
2. In the event of a change of accreditation of the bidder (Lower accreditation, losing partnership) PMML reserves the right to terminate the contract.
3. The bidder is responsible for both Transitions of the Services as well as Migration of the VMs, Data, Content and other assets to the new environment at no extra cost.
4. The format of the data transmitted from the cloud service provider to the new environment created by PMML or any other Agency should leverage standard data formats. On expiration / termination of the contract, Bidder will need to hand over complete data in the desired format to PMS which can be easily accessible and readable without any additional cost to PMS. Data so received should be transportable to any other Public/Private cloud.
5. The bidder shall carry out the migration of the VMs, data, content and any other assets to the new environment created by PMML or any other Agency (on behalf of PMML) on alternate cloud service provider's offerings to enable successful deployment and running of PMML solution on the new infrastructure including software licenses at no extra cost.
6. The bidder shall ensure that all the documentation required by PMML for a smooth transition (in addition to the documentation provided by the Cloud Service Provider) are kept up to date and all such documentation is handed over to PMML during regular intervals as well as during the exit management process.
7. If the bidder fails to meet the guidelines & standards as set by the Government of India and PMML.

Responsibilities of Bidder/Cloud Service Provider:

The cloud service provider shall be responsible for the following:

1. Bidder shall be responsible for setting up, installation, configuration, management, up-gradation, and migration of application servers, and database servers/storage.
2. Maintain and manage the required network components for the cloud services procured by PMML.
3. Service provider shall not delete any data without the approval of PMML during the period of the Contract and will not delete any data after the expiry of contract without written approval from PMML.
4. The service provider shall be responsible for the implementation, management and monitoring of DDOS, IPS, IDS Services, etc.
5. Service provider will implement anti-malware and conduct regular vulnerability scanning and penetration testing of systems and infrastructure.
6. Service provider shall have public Services in DMZ zone and High security services in MZ Zone.
7. Service Provider shall configure external connections to the hosting infrastructure required to upload database/files etc.
8. Service provider is expected to understand the complete Architecture of existing applications and processes necessary for smooth migration of applications and databases including interdependencies between applications and data.
9. Service provider shall be responsible for deployment of Security patches on Hardware and

Software.

10. Bidder will be responsible for migrating to cloud and managing the cloud services.
11. The bidder shall be responsible to monitor the cloud services and ensure 99.99 % uptime of all services as per agreement.
12. Establishing connectivity between PMML premises to cloud DC and DR site, whenever required.
13. Deployment of New Applications on cloud, security administration, planning and implementation of cloud management and monitoring portals for complete infrastructure and services procured.
14. Bidder shall be responsible for monitoring and reporting services.
15. Provisioning of scalable storage capacity as per requirements of PMML and availability of such services as per agreement.
16. Service provider shall ensure committed time taken for restoration of data from Backup as claimed.
17. Service provider should ensure and meet all standard data formats for data transfer /portability from cloud to PMS machines and vice-versa.
18. Service provider shall demonstrate/submit documentary proof for POC (Proof of Capability) as part of technical evaluation to understand the key features such as AUTO Scale up/down, Security protocols, Denial of Service (DoS, DDoS) attack), management and administration and audit capabilities of offerings, setting up of DR facilities, etc.
19. Service Provider shall provide inter-operability support with regard to APIs and Data Portability.
20. Service provider shall be responsible for any Risk Management and planning, or issues related to migration of data from DC to DR.
21. Service provider shall provide necessary training to PMML or its Systems Integrator on management of cloud VMs.
22. Service provider shall provide the necessary technical documentation, design documentations, standard Operating Procedures (SOPs) required for operations and management of services.
23. All risk management related to migration, migration plan shall be jointly worked out with PMML and Cloud Service Provider.
24. Service provider shall have provision to provide and support additional VM requirements and related services.
25. Service provider shall be responsible for implementation of tools and processes for monitoring the availability of applications, responding to system troubleshooting.
26. Monitoring of performance, resource utilization and other events such as failure of services, degradation of services, availability of network, storage, Database systems, OS etc.
27. Provide the relevant reports, including real time as well as past data/reports on dashboard.
28. Service Provider shall monitor Internet Links, MPLS -VPN including bandwidth, data transfer, and response time and packet loss and perform corrective measures.
29. After the implementation of exit process, cloud service provider will delete/remove VMs, contents and data with approval of PMS and ensure data cannot be forensically recovered and intimation of compliance thereafter.
30. The Service Provider will train and transfer the knowledge to the replacement agency or PMML to ensure continuity and performance of services post expiry of Contract.

Section 3: Annexures

Annexure T-I

[On the letterhead of the Bidder]

BIDDER'S DETAILS

1	Name of the Firm/ Company	
2	Name and Designation of Authorized Signatory	
3	Office Address of the Firm / Communication Address:	
4	Office Phone No: Mobile No:	
5	Fax: E-Mail ID:	
6	TAN: GST registration Number: PAN Number:	
7	Firm's Bank Account details	Bank Account No. Name of the Bank: IFSC Code:
Particular Details of the Bidders Representative		
8	Contact Person: Designation: Tele Phone / Mobile No: E-Mail ID:	

UNDERTAKING

- 1. I, the undersigned, certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.**

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____

BID FORM

[On the letterhead of the Bidder]

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the all details and to be submitted on Letter Head in original)

To,

The Director
Prime Ministers Museum and Library
Teen Murti House
New Delhi 110011

Sub: Tender for Hiring of Cloud Service Provider for Sangrahalaya website on annual rate contract basis at PMML

Dear Sir,

We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject Tender, do hereby propose to execute the job as per specification as set forth in your Bid documents.

The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 90 days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.

We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.

We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to 5% of the estimated tender value as stipulated in the tender document.

We agree that PMML reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, thisday of..... 20....

Thanking you, we remain,

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

**DECLARATION REGARDING BLACKLISTING/NON
BLACKLISTING**

[On the letterhead of the Bidder]

I /We Proprietor / Partner (s) / Director (s) of M/shereby declare that the firm/
company namely M/S..... has not been blacklisted or
debarred in the past by any organization from taking part in Government tenders.

Or

I / We proprietor / partner (s) / Director (s) of M/S..... hereby declare that the
firm/ company namely M/S was blacklisted or debarred by any
Government Department from taking part in Government tenders for a period ofyears
w.e.f..... The period over on and now the firm/ company is entitled to take part in Government
Tender. In case the above information found false I / we are fully aware that the tender/ contract will be rejected /
cancelled by PMS, New Delhi shall be forfeited. In addition to the above PMS, New Delhi. Will not be responsible
to pay the bills for any completed/ partially completed work.

Signature:

.....

Name:

.....

.... Capacity in which as signed:

..... Name & address of the firm:

.....

Seal of the firm should be affixed.
--

.....
.....

Dated:

Signature of Bidder with seal.

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate
will be given by all the partners and in case of limited company by all the Directors of the company or company
secretary on behalf of all directors.

FINANCIAL CAPABILITY OF BIDDER

[On the letterhead of the Bidder]

Annual turnover details of the Bidder from [insert relevant details]

#	Financial Year	Turnover in Indian Rupees	Document Page No.
A	2021-2022		
B	2022-2023		
C	2023-2024		

Note: The bidders shall provide IT Return of above stated financial years.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Details of Firm's Experience

[On the letterhead of the Bidder]

Sl. No.	Name of the Company	Work Description	Ref. & Date of the order	Work Order Value	Contract Period	Page No

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

- Copies of work orders should be attached with this information. In absence of documentary evidence, bid is liable to be rejected.
- If necessary, separate sheet may be used to submit the information.

[On the letterhead of the Bidder]

To,

The Director
Prime Ministers Museum and Library
Teen Murti House
New Delhi 110011

OEM's AUTHORIZATION FORM

Sub: Authorization Letter to M/s.....for the participation in the tender for hiring of Cloud Service Provider for Sangrahalaya website.

Dear Sir,

We, _____ (name and address of the manufacturer) who are established

and reputed Cloud Service of _____ having registered office at _____

_____ (addresses of registered office/development locations) do hereby authorize M/s _____

_____ (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned bid for the above services / software manufactured / developed by us. We hereby certify that the above mentioned Hardware/Equipment/Software products are not end of life and we hereby undertake to support these Hardware/Equipment/Software for the duration of minimum 3/5 years from the date of submission of the bid. We hereby extend our full guarantee and warranty, with respect to the Goods/services offered by the above company.

Signed:

In the capacity of:

Name:

Duly authorized to sign the bid for an of behalf of

Dated on _____ day of _____.

Corporate Seal

Note: This letter of authority must be on the letterhead of the Manufacturer and duly signed by an authorized signatory.

Annexure T– VIII

[On the letterhead of the Bidder]

Financial Bid

The Financial Bid must contain the information / documents listed hereunder in a sealed envelope bearing the identification – “Hiring of Cloud Service Provider for Sangrahalaya website by PMML” along with the name of the Bidder.

Tabel 1 (To be evaluated)

Sr. No.	Item	Quantity	Unit Price (In INR.)	Tax (%)	Total Price (Inclusive Taxes in INR)
1.					
2.					
3.					
4.					
5.					
6.					
	Grand Total Cost of Services				

Table 2 (Not to be evaluated)

Sl. No.	Item	Price in INR (Excl. tax)
1	vCPU min. 3.2 Ghz (Per unit) per day or month	
2	Application Load Balancer	
3	Storage for Backup (HDD) (in GB) (per day or month)	
4	Windows Application Firewall	
5	RAM (in GB) (per day or month)	
6	SSD (in GB) (per day or month)	
7	Bandwidth above 500 Mbps (per 1 mbps)	
8	Number of Public IP : 1 Nos.	

- Above Cost is valid for minimum 1 years & extended upto max. 2 years without any additional charges, 24 x 7 support with 2 Hours call to resolve.
- Price will be evaluate once in a year and if found the prices are on higher side then same will be discussed and reduced.
- Also provide detail if more than one taxes if applicable.

Yours faithfully,

For and on behalf of _____

Signature:
.....
.....

Name:
.....
.....

Capacity in which as signed:
.....

Company Name & Address of the
firm:
.....
.....
.....

Seal of the firm should
be affixed.

.....
.....
.....
.....

Dated: