



Coal India Limited
(A Maharatna Company)

Notice Inviting Tender for Subscription to Basic/Advanced Cloud Services, Managed Services, CSP Consulting to enable Digital Transformation of Coal India Limited

(Through e-Tender mode)
COAL INDIA LIMITED

Section I: Notice for Tender

Digitally signed and encrypted e-tenders are invited under single stage, two-part bid on the e-procurement portal of Coal India Limited, <https://coalindiatenders.nic.in> from reputed and eligible agencies which are Indian Company, registered under the Companies Act, 1956/2013 or LLP registered under LLP Act 2008 having eligibility to participate as per eligibility criteria stipulated in clause No. 4 of ITB and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA as per the Notice Inviting Tender (“NIT”) to carry out the Scope of Work described in Section IV- Technical Scope of Work

Bidders are not required to pay any application/ tender fee. The Bid Documents will be available on the following website(s) and can be downloaded up to the document download end date as provided in the Time Schedule of Tender set out under Table 3 below.

<https://coalindiatenders.nic.in> <https://www.eprocure.gov.in> <https://www.coalindia.in>

Table 1: Summary of Work

Brief Description of work	Estimated cost	Earnest Money	Period
Subscription to Basic/Advanced Cloud Services, Managed Services, CSP Consulting to enable Digital Transformation	Rs 14,47,00,000/- (incl GST @18%)	Rs 4,52,200/-	4 years

Table 2: Contact Person

Tender inviting authority	Contact Person(s) communication address
GM System	Coal India Limited, (Fourth Floor), Coal Bhawan, Action Area 1-A, New Town, Rajarhat, Kolkata 700156 email: gmsystem.cil@coalindia.in

1.0 Time Schedule of Tender:

Table 3

1	Tender No.	CIL/Sys/6784 Dated:12-08-2022
2	Type of Tender	Domestic (Single stage, Two-part Bid System) without reverse auction
3	Estimated value	Rs 14,47,00,000/- (including GST @18%)
4	Earnest Money Deposit (EMD)	(1.25% of the Annualized Estimated Cost of work put to tender, rounded off to next hundred subject to maximum of Rs.50 lacs) Rs 4,52,200/-
5	Cost of Tender/ Tender Fee	NIL

NIT for Subscription to Basic/Advanced Cloud Services, Managed Services, CSP Consulting to enable Digital Transformation

6	Subject of Tender	Subscription to Basic/Advanced Cloud Services, Managed Services, CSP Consulting to enable Digital Transformation
7	e-Publishing date of Tender	16.08.2022 From 11.00 hours (IST)
8	Downloading of Document:	
	(i) Starts on	16.08.2022 From 11.00 hours (IST)
	(ii) Closes on	19.09. 2022 Up to 17.00 hours (IST)
9	Seeking Clarification:	
	(i) Starts on	16.08.2022 From 11.00 hours (IST)
	(ii) Closes on	22.08. 2022 Up to 11.00 hours (IST)
10	Pre-Bid Meeting	23.08.2022 at 11.00 hours (IST)
11	Bid Submission:	
	(i) Starts on	29.08.2022 From 11.00 hours (IST)
	(ii) Closes on	19.09. 2022 Up to 17.00 hours (IST)
12	Due date of opening	
	(i) Opening of Technical bid	20.09. 2022 at 11.00 hours (IST)
	(ii) Allocation of Time Slots for Presentation to be uploaded on Portal under Technical Bid Opening Summary	21.09. 2022
	(ii) Presentation by Bidders	27.09. 2022 From 10.00 hours (IST) to 29.09. 2022 up to 17.00 hours (IST)
	(iii) Opening of Price Bid	To be intimated later on.

2.0 Bid Documents:

The Bid Documents comprise of the following:

- a) Section I-Notice for Tender (NIT)
- b) Section II- Instructions to Bidders (ITB)
- c) Section III- Conditions of Contract (CC)
- d) Section IV- Technical Scope of work
- e) Section V-Service Level Agreements (SLAs)
- f) Annexures and Appendix

Bidder shall prepare and submit their bid in accordance with the instructions, specifications, terms and conditions of the bid document as mentioned above. For knowing the Scope of work, Bidders are advised to read the 'Technical Scope of Work' under Section IV of bid document. The bidders are also advised to keep visiting the websites as mentioned below for any notification/

amendment/ addendum/ corrigendum from CIL's side in respect of this tender:
<https://coalindiatenders.nic.in>; <https://www.eprocure.gov.in>; <https://www.coalindia.in>.

3.0 EMD (Earnest Money Deposit):

The bidder will have to make the payment of EMD through ONLINE mode only.

3.1 In Online mode the bidder can make payment of EMD either through NET-BANKING from designated Bank(s) or through NEFT/RTGS from any scheduled Bank(s).

NET-BANKING: In case of payment through net-banking the money will be immediately transferred to CIL/ Subsidiary's designated Account.

NEFT/RTGS: In case of payment through NEFT/RTGS from any scheduled bank(s), the bidder will have to make payment as per the Challan(s) generated by system on e-Procurement portal. The payment of EMD through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to CIL/ Subsidiary account before submission of bid.

3.1.1 The Bidder will be allowed to submit his/her/their bid only when the EMD is successfully received in CIL's designated account and the information flows from Bank to e-Procurement system.

3.1.2 In online payment of EMD, if the payment is made by the bidder within the last date and time of bid submission but not received by CIL/ Subsidiary within the specified period due to any reason(s) whatsoever then the bid will not be accepted. However, the EMD will be refunded back to the bidder.

3.1.3 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) will be exempt from the payment of earnest money (applicable only for Services tenders).

In case of exemption of EMD, the scanned copy of document issued by MSME will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.

3.2 If the bidder defaults in satisfying Techno-commercial criteria, full EMD will be forfeited.

4.0 Deadline for Submission of Bids:

a) Online bids must be uploaded by the bidders at CIL's e-procurement portal [<https://coalindiatenders.nic.in>] within the scheduled last date and time as specified in Table 3 of Section I: Notice for Tender (NIT).

b) CIL (Coal India Ltd) may, at its discretion, extend the deadline for the submission of bids in which case all rights and obligations of CIL and bidders previously subject to the deadline will, thereafter, be subject to the deadline as extended.

c) In case, at least 3 (three) bids are not received within the originally stipulated time, the due date of bid shall be extended by 4 (four) days automatically by the portal. If, even after one extension (4 days), less than 3 (three) bids are received, the tender shall be opened without any further extension. No separate corrigendum shall be issued and published by the Authority for such automatic extension of the due dates by the online portal.

d) In case no offer is received, the tender shall be cancelled by the Authority.

5.0 Modification and Withdrawal of Bid

Modification of the submitted bid shall be allowed online only till the last date and time of submission of the bid and the bidder may modify and resubmit their bid online as many times as it may wish within this period. This resubmission can be done, using 'Rebid' option of the portal. Bidders may withdraw their bids online using 'Withdrawal' option of the portal, within the last date of bid submission. However, upon such withdrawal, the bidder shall not be allowed to resubmit its bid pursuant to this NIT. **As such, bidder is advised not to use this option, unless the bidder is certain not to participate in this tendering process again.**

No withdrawal/ modification is allowed after the end date and time of bid submission (refer clause 19 of ITB (Section II)).

6.0 Other Conditions

- a) This e-Tender Notice (NIT) shall be deemed to be part of the Contract Agreement to be entered into between CIL and the successful bidder.
- b) CIL reserves the right to postpone the date of receipt and opening of bid or to cancel the tender without assigning any reason whatsoever, and CIL shall bear no liability, whatsoever, consequent upon such a decision. CIL reserves the right to reject any or all the bids without assigning any reasons whatsoever at its sole discretion. Any such action shall not be called into question and the bidders shall have no claim or cause of action in that regard against CIL or its officers, employees, consultants, agents, successors or assignees for rejection of its bids. Neither CIL nor its employees or advisers shall entertain any claim of any nature, whatsoever, including without limitation, any claim seeking costs, expenses or damages in relation to the preparation or submission of bids.
- c) Notwithstanding anything stated above, CIL reserves the right to assess the bidder's capability and capacity to perform the scope of work envisaged hereunder satisfactorily, should the circumstances warrant such assessment in the overall interest of CIL.
- d) No conditional bid shall be accepted
- e) CIL makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the Bid Documents. Each bidder must conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information and obtain independent professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement in relation to the same from appropriate sources to satisfy itself that the Bid Documents are complete in all respects.
- f) While the Bid Documents have been prepared in good faith, neither CIL nor its consultants, officers or employees make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Nothing in the Bid Documents shall be construed as legal, financial or tax advice. Any liability is accordingly expressly disclaimed by CIL, its consultants, partners, affiliates, their respective officers, agents and employees even if any loss or damage is caused by any act or omission on the part of CIL, its consultants, partners, affiliates, their respective officers, agents or employees, whether negligent

or otherwise.

- g) Capitalized terms and expressions used herein without being defined shall have the meaning assigned to them in Conditions of Contract (Section III).
- h) Any tampering with the excel files such as BOQ which are downloaded by the bidder from the CIL e-Procurement portal, will be treated as a Fraudulent Practice (as defined in ITB clause 21) and action will be taken as per ITB clause 21.2.

7.0 Pre-contract Integrity Pact and Independent External Monitors

- a) The bidder is required to go through the 'Pre-contract Integrity Pact' provided in Annexure III. The bidder shall accept unconditionally the 'Pre-contract Integrity Pact' in GTE (General Technical Evaluation) at the time of bid submission. No recycling will be done for this document i.e. no further clarification will be sought from bidder
- b) Further, the Independent External Monitors (IEMs) will be monitoring the bidding process and execution of Contract and shall be responsible to oversee the implementation of the 'Pre-contract Integrity Pact' program to prevent corruption, bribery or any other unethical practices in CIL.
- c) In order to deal with any grievance(s)/ dispute(s) and to oversee implementation and effectiveness of the 'Pre-contract Integrity Pact' program pertaining to this tender, bidders may refer the same to IEMs. Name and Address of the IEMs are as under (in case of any changes the same will be communicated)

S No	Name of IEM	Email ID	Mobile No
1	Ms. Nirmal Kaur, IPS(Retd.)	nirmalkaur1983@gmail.com	9304795041
2	Shri Praveen Garg, IAS(Retd.)	praveengargias@gmail.com	9810517333

8.0 Special Instruction to bidders:

- a) There is no provision to obtain the list of parties who have downloaded the Bid Documents from the website set out under NIT clause 2.0. As such, bidders are requested to regularly check the websites before the scheduled due date for tender opening to ensure that they have not missed out any corrigendum issued against the tender after they have downloaded the Bid Documents.

- b) The responsibility of downloading the corrigendum, if any, will be of the bidder. No separate intimation in respect of corrigendum to the NIT (if any) will be sent to the bidders who have downloaded the Bid Documents from the above referred websites.
- c) The bidders, in their own interest, are requested not to wait till the last moment for submission of bid to avoid last minute rush and local problems related to internet connectivity, law and order, strike, bandh etc. Under any circumstances, CIL shall not be liable to any person for any direct/ indirect loss or damages incurred by them arising out of incorrect use of the online portal, any local problems at the bidder's end or if bids could not be uploaded due to such local problems.

9.0 Check List

There will be a GTE (General Technical Evaluation) table appearing in the e-procurement portal. At the time of bid submission, the bidders have to accept unconditionally an Undertaking as specified at **Annexure IV** regarding Genuineness of the information furnished by him on-line & authenticity of the scanned copy of documents uploaded by him on-line in support of his Minimum Qualification Requirements, eligibility criteria ,Technical Evaluation Criteria, **Annexure IA** (Letter of Bid) and **Annexure III** (Pre-contract Integrity Pact). No recycling will be done for this document i.e. no further clarification will be sought from bidder.

Moreover, the following documents shall be considered from the Bidder's space/ My Document and no recycling will be done for these documents i.e. no further clarification will be sought from bidder -

Documents to be uploaded by the bidder under Bidder Space (Refer clause 6.1 of Section II)		
S N	Document	Scanned copy of documents uploaded by bidder in Bidder's space/ My Document
1	2	3
1	Permanent Account Number	PAN card issued by Income Tax department, Govt. of India.
2	Goods and Services Tax (GST) Status of Bidder	Copy of GST Registration certificate (i.e. GST Identification Number) issued by appropriate Indian authority to the bidder. .
3	Legal Status of the bidder	(The Bidder should be Indian Company, registered under the Companies Act, 1956/2013 or LLP registered under LLP Act 2008. <u>Documents:</u> 1. Certificate of incorporation/ registration of the entity with Memorandum & Article of Association.

- This Tender is Open to Managed Service Providers of MeitY empaneled Cloud Service Providers(CSP)
- Bid made by MSP should meet the MQRs for MSP specified in Table 1, and the associated CSP should meet MQR and Technical Eligibility Criteria for CSP as given below
- A MSP can make only one bid with the authorization of any CSP.

Minimum Qualifying requirement (MQRDOCS)			
Sl. No.	MQR	Scanned copy of uploaded to be provided by the bidder	Folder in which document is to be uploaded
1	<p><u>Work Experience (refer clause 4.1.1 of Section II):</u> Bidder should have experience of executing Similar Work during last 7 years (as on the due date of submission of the bid) as per the value given below:</p> <p>Three similar works each costing not less than the amount equal to 40% of the estimated cost put to tender. Or Two similar works each costing not less than the amount equal to 50% of the estimated cost put to tender. Or One similar work project costing not less than the amount equal to 80% of the estimated cost put to tender.</p>	<p>Annexure VI- Work Order Form containing all the information as sought on-line.</p>	MQRDOCS
2	Digital Signature Certificate (DSC)	If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of	

		Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.	
3	Undertaking by bidder on Letter Head as per Annexure V	Undertaking regarding relatives as employees of company, compliance wrt procurement from bidder of a country which shares a border with India, Local supplier status of the Bidder, banning/ delisting etc.	

Note:

1. "Similar Work" means: -

"Implementation or provisioning of Cloud based infrastructure, which may include provision of Compute, Server Less Computing, Memory, VM, Block Storage, Object Storage, No SQL Databases, Relational Databases Services or Container Management Services, provision of Big Data Platform, Data Warehouse Services, Data Modelling and Visualization Services, API Gateway or Data Integration/Ingestion or AI/ML or IOT Services on Meity Empanelled Clouds

2. Work experience and certifications (for Manpower only) of the parent entity of the bidder may be considered provided that parent entity has controlling stake in the bidder

and

Work experience and certifications (for Manpower only) of the subsidiary/Group/Sister entity of the bidder may be considered provided that the Parent Entity has controlling stake in the subsidiary/Group/Sister entity and Bidder

MSP Eligibility Criteria (Folder-ECDOS)

Sl. no	Criteria	Documents Required
1	The bidder should be in the business of providing Cloud Services for a minimum period of past 1 year as on bidding date.	The bidder should submit any one of the following to prove that the bidder is in business of providing cloud services minimum period of past 1 year as on bidding date on any of the Meity Empanelled Clouds. a. Certificate(s) from client(s). b. Copy of final invoice(s). c. Certificate from authorize signatory or company secretary.
2	The bidder should bid for providing Cloud Services only from those Cloud Service Providers(CSP) who comply with the following <ul style="list-style-type: none"> • CSP should be empanelled with Ministry of Electronics and Information Technology (MeitY) and must be STQC Audit Compliant as on bidding date. • CSP should have its Data Centres within India and CIL data should not be stored in any location outside India. 	A Certificate / Documentary evidence to support that CSP is empanelled with MeitY & STQC Compliant. Undertaking on letter head from CSP that they have Data Centres within India and CIL data will not be stored in any location outside India.
3	The bidder should be registered partner with the offered CSP	The bidder to submit the copy of partnership agreement with the CSP and also a letter of support or manufacturing authorization form (MAF) from the CSP. The bidder to ensure that it remains partner for the proposed CSP during the entire duration of this contract - undertaking for the same to be provided by the bidder.

<p>4</p>	<p>Bidder should have at least 10 No of IT Professionals certified by the Offered CSP on their payrolls as on 30 days before the bid submission date.</p> <p>These professionals must have experience in maintenance of CSP cloud solution/ virtual server. administration/ system administration, Virtualization, security, database administration etc ,</p> <p>The bidder should have the following resources on their payroll</p> <p>Project leader: Mandatory Certification: PMP/Prince2/ITIL</p> <p>Project manager: Mandatory Certification: PMP/Prince2.</p> <p>Senior Cloud Architect: Mandatory Certification: Architecture professional or advanced or expert level in the proposed cloud.</p> <p>DevOps specialist: Mandatory Certification: relevant certification on the proposed CSP</p> <p>Security specialist: Mandatory Certification: relevant certification on the proposed CSP.</p>	<p>The selected MSP must maintain the requisite number of relevant professionals during the whole duration of the project to maintain this eligibility criteria. Quarterly report on manpower position must be submitted along with invoices.</p> <p>Certificate from HR Head or CEO of the Company mentioning names of the professionals along with their professional qualification, relevant certification and employment duration in the Company as per Annexure VII Format for Manpower Details.</p>
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5	<p>The bidder should have achieved a Minimum Average Annual Financial Turnover of Rs. 5 Cr per annum as per the Audited Financial Statements (including Balance sheet and Profit and Loss Account), during the last THREE consecutive Accounting Years.</p> <p>Net worth of the vendor should be positive as per the Audited Financial Statements of latest of the last available three consecutive accounting years. The Net worth is defined as TOTAL ASSETS MINUS TOTAL LIABILITIES.</p>	<p>Certificate of Average Financial Turnover issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information with UDIN to be uploaded in the portal.</p>
6	Compliance of Offered CSP with CSP MQR	All relevant Links / Documents as applicable
7	Compliance of Offered CSP with CSP EC	Self Certified by CSP's authorized representative.
8	Unpriced BoQ	As per Unpriced BoQ.xls attachment
9	CSP /Certified Vetted BoQ –	Confirmation of the Services/ Resources being offered against each of the requirements are Equivalent or Higher Specifications and its public listed price against the same. This certification must be on CSP's letter head and from its authorized representative.

Note:

1. "Similar Work" means: -

"Implementation or provisioning of Cloud based infrastructure, which may include provision of Compute, Server Less Computing, Memory, VM, Block Storage, Object Storage, No SQL Databases,

Relational Databases Services or Container Management Services, provision of Big Data Platform, Data Warehouse Services, Data Modelling and Visualization Services, API Gateway or Data Integration/Ingestion or AI/ML or IOT Services on Meity Empanelled Clouds .

2. Work experience and certifications (for Manpower only) of the parent entity of the bidder may be considered provided that parent entity has controlling stake in the bidder

and

Work experience and certifications (for Manpower only) of the subsidiary/Group/Sister entity of the bidder may be considered provided that the Parent Entity has controlling stake in the subsidiary/Group/Sister entity and Bidder

CSP MQR

S. No.	SPECIFICATION & Eligibility	All relevant Links / Documents as applicable	Cross Reference (with Public Link to Documentation And Certificates)
1	CSP should have at least 2 data centers Empaneled by MEITY (Ministry of Electronics and Information Technology) on MEITY Website,		CSP MEITY Empanelment Certificate All Certificates along with signature from authorised

2	<p>The cloud service provider should have the following certification:</p> <p>CSP Should have ISO 27701 certification to comply with General Data Protection Regulation (GDPR) guidelines.</p> <p>ISO 27001:2013 certification</p> <ul style="list-style-type: none"> · ISO 27018 - Code of practice for protection of personally identifiable information (PII) in public clouds. · CSP or Service Partner's ISO 20000-1 certification for Service Management System. · PCI DSS -compliant technology infrastructure for storing, processing, and transmitting credit card information in the cloud. · Conform to at least Tier III standard, preferably certified under TIA 942 or Uptime Institute certifications by a 3rd party · SOC 1,2,3 compliant - System and Organization Controls 		<p>signatory and/or Public links for all below points</p>
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3	<p>CSP should have published following details on its public facing website-</p> <ul style="list-style-type: none"> · Prices for all services should be publicly available on their site and also accessible using Public APIs · Exhaustive Documentation for services · Programmatic access to API Objects for all the services in the BoQ. · Service Level Agreements (SLAs) for its cloud services · Dashboard with Realtime service health for all its cloud services across all datacentres · Declare all outages in its cloud services along with Root cause analysis over past 90 days · Programmatic Case Management · Access to the billing, consumption API. 		Self certificates with cross reference from Public links for all points
4	<p>CSP must have their own native security service in cloud (instead of 3rd party) for-</p> <ul style="list-style-type: none"> · Network Firewall · Web Application Firewall 		Self certificates with cross reference from Public links for all points

	<ul style="list-style-type: none"> · DDoS Protection · CSP should provide real-time compliance for encryption of data with 100% of the services provided by CSP. 		
5	The CSP should offer a library of vetted architecture diagrams and solutions implementations as a reference.		Self certificates with cross reference from Public links for all points
6	<p>CSP should provide real-time access to network logs without any manual dependency on CSP</p> <p>The CSP should provide separation of duties, where administrators with Hypervisor level access should not be able to access the VMs.</p>		Self certificates with cross reference from Public links for all points
7	CSP should support Active-Active Configurations on two or more separate physical sites for disaster recovery		Self certificates with cross ref from Public links for all below points

CSP EC

Notes:

1. Fully Managed Services to adhere to the following Definition - wherein CSP natively manages runtime, middleware, operating system, virtualization, servers, storage, networking, licenses along with its upgrades, patches, upscale/downscale automatically through the service functionalities or attributes, automated tools and without any manual intervention. The service should have native integration with the CSP monitoring platform/service to enable effective operational view with defined matrices and alarms. These services should have an integration with the management console of the CSP to provide single view of all resources.

Sl. No	Description	Specifications	Compliance (Y/N)	Link to Documentation /Document Name+Page No.
Compute Services				
1	Virtual Machines (VMs) / Compute Instances	The CSP should provide both on-demand (i.e. pay-per-hour) and long term committed virtual machines / instances		
2	Operating System	The CSP should provide either of the Linux distributions (like but not limited to RHEL, CentOS, Ubuntu etc.), and, Windows Server Standard / Enterprise (latest version)		
3	Resize VMs / Instances	The CSP should allow changing of virtual machine / instance configuration (like CPU, memory, storage) parameters.		
4	Self-Service Provisioning	The CSP should offer self-service provisioning of virtual machines and other services as a native service either through a programmatic interface (API/CLI) or through a management console.		

5	Containers	The CSP should offer containers, including Docker and/or other containerization platforms.		
6	Container Management Platform	The CSP should offer highly scalable and high-performance managed container service (e.g. Kubernetes), without installing and operating Kubernetes control plane manually.		
7	Serverless computing	The CSP should support serverless computing services that are able to run code in response to events and automatically manage the compute resources.		
8	Auto Scaling	The CSP should support automatic launching or termination of VMs / instances based on the parameters such as CPU utilization defined by users. The CSP should support auto scaling using custom metrics.		
9	Virtual Machine Image	The CSP should offer pre-configured, template images to get new VMs / instances launched or create an image containing customer applications, libraries, data, and associated configuration settings.		
10	Fully Managed Relational Database Services	The CSP should provide/support of relational database services MySQL, PostGreSQL, Maria DB, MS SQL, as as a native cloud service enabling handling of routine database tasks such as provisioning,read replica, synchronous replication to secondary instance, patching, backup, recovery, failure detection and automatic switch over on same DNS endpoint, and repair etc.		

		Databases services should be natively managed by CSP and not third party vendors		
11	Managed NoSQL Service	The CSP should offer managed NoSQL database service provided as a native cloud service		
Analytics and IOT				
12	Big Data Platform	The CSP should provide fully managed big data analytics platform (based on Apache Spark) for processing and analysing vast amounts of data offered as a native cloud service		
13	Data Warehouse Service	The CSP should provide fully managed data warehouse capabilities offered as a cloud native services		
14	Data Integration Service	The CSP should offer fully managed native data integration / pipeline services		
15	Data Modelling & Visualization	The CSP should offer fully managed data modelling and visualization service		
16	Machine Learning Service	The CSP should offer fully managed native cloud services to build and deploy machine learning models		
17	IOT Hub / Gateway	The CSP should offer fully managed native service that allows connected devices to easily and securely interact with the cloud services / applications and other devices		
18	Support for storage allocated as local disk to a single VM	The CSP should offer block level storage volumes for use with VMs / compute instances.		

19	Storage Volumes	The CSP should offer block storage volumes greater than 1 TB in size.		
20	SSD backed VM Storage	The CSP should offer solid state drive (SSD) backed VM / instance storage.		
21	I/O support	The CSP should offer the needs of I/O-intensive workloads, particularly databases and production workloads. Note: It should be able to support more than 10,000 IOPS, if required.		
22	Encryption using provider managed keys	The CSP should offer encryption of data on volumes, disk I/O, and snapshots using industry standard AES-256 cryptographic algorithm.		
23	Durable snapshots	The CSP should offer point-in-time snapshots capability. These snapshots should be incremental in nature.		
24	Scalable object storage service	The CSP should offer secure, durable, highly-scalable object storage for storing and retrieving any amount of data. Object Storage should have redundancy in same data center/region with atleast two redundant copies		
25	Support for Server-side Encryption	The CSP should offer encryption for data at rest using 256-bit Advanced Encryption Standard (AES-256) encryption to encrypt your data		
26	Support for Server Side Encryption with Customer-Provided Keys	The CSP should offer encryption using customer-provided keys. These keys should be used to manage both the encryption, as data is written to disks, and decryption, when data is accessed . CSP should offer fully managed key management service to securely generate and manage encryption keys.		

27	Object lifecycle Management	The CSP should offer native capability to manage an objects lifecycle by using a lifecycle configuration, which defines how objects are managed during their lifetime, from creation/initial storage to archival to deletion		
28	Object Storage Change Notification	The CSP should offer the capability to send notifications when certain events happen at the object level (e.g. addition/deletion).		
29	Object Storage API Access	The CSP should offer capability of read, write, update and delete of objects using APIs.		
30	Flexible access-control mechanisms	The CSP should support flexible access-control policies to manage permissions for storage objects.		
31	Audit logs	The CSP should support audit logs on storage buckets including details about a single access request, such as the requester, bucket name, request time, request action, response status, and error code.		
32	Multi-factor / soft delete	The CSP should support multi-factor / soft deletion capability as an additional security option for storage buckets.		
33	Parallel / Multipart upload	The CSP should support uploading a single object as a set of parts where each part is a contiguous portion of the objects data and these object parts can be uploaded independently and in any order.		
34	Strong Consistency	The CSP should support read-after-write consistency for PUT operations for new objects.		
Network Services				

35	Multiple network interface per instance	The CSP should support multiple (primary and additional) network interfaces per instance.		
36	Network traffic logging Log traffic flows at network interfaces	The CSP should support capturing information about the IP traffic going to and from network interfaces.		
37	Auto-assigned public IP addresses	The CSP should support automatic assignment of public IP to the instances.		
38	IP Protocol support	The CSP should support multiple IP protocols, including TCP, UDP, and ICMP protocols.		
39	Use any network CIDR, including RFC 1918	The CSP should IP address ranges specified in RFC 1918 as well as publicly routable CIDR blocks.		
40	Static / fixed public IP addresses	The CSP should support IP addresses associated with a customer account, not a particular instance. The IP address should remain associated with the account until released explicitly.		
41	Virtual networks / zones	The CSP should allow creation of a default network and subnet with instances launching into a default subnet receiving a public IP address and a private IP address. The cloud service should also provide capability to create custom virtual networks / secure zones allowing workload / VM isolation.		
42	Subnets within private network	The CSP should allow creation of one or more subnets within private network with a single Classless Inter-Domain Routing (CIDR) block.		

43	Subnet level filtering (Network ACLs/ Security Groups)	The CSP should support subnet level filtering - Network ACLs / Security Groups that act as a firewall for associated subnets, controlling both inbound and outbound traffic at the subnet level.		
44	Ingress filtering	The CSP should support adding or removing rules applicable to inbound traffic (ingress) to instances.		
45	Egress filtering	The CSP should support adding or removing rules applicable to outbound traffic (egress) originating from instances.		
46	Configure proxy server (NAT instance) at network level	The CSP should support NAT instances that can route traffic from internal-only instances to the Internet.		
47	Site-to-Site IPSec VPN service	The CSP should offer fully managed Site-to-Site IPSec VPN connection between the cloud provider and customer data centre.		
48	Virtual Network Peering	The CSP should support connecting two virtual networks to route traffic between them using private IP addresses.		
49	Load Balancing of VM	The CSP should support Load balancing of instances across multiple host servers. Load balancer should be capable of load balance HTTP / HTTPS applications. Load balancer should be capable of SSL decryption (offloading). Load Balancers should also support Internet Protocol version 6 (IPv6).		
50	Domain Name Registration (DNS) Service	The CSP should provide a scalable and highly available DNS service.		

51	Content Delivery Network (CDN)	<p>The CSP should offer content delivery network service</p> <p>to speed up distribution of static and dynamic web content.</p> <ul style="list-style-type: none"> No of Locations in India should be greater than 3 <p>CDN Should be able to add specific HTTP headers to the requests that can provide information about the users device type, IP address, geographic location , Request Protocol(HTTP or HTTPS), HTTP version and TLS Connection Details</p>		
Security and Administration				
52	Privileged access control	The CSP should offer fine-grained access controls including, conditions like originating IP address, use of SSL certificates, or authentication with a multi-factor authentication device.		
53	Multi-factor authentication	The CSP should offer rule based multi-factor authentication for the cloud portal.		
54	Directory as a service	The CSP should support setting up a stand-alone directory in the cloud or connecting cloud resources with CILs existing on-premises directory services.		
55	Identity and Access Management (IAM) - User and Group Management & Logging	The CSP should support user roles and group management. The cloud service should also provide a record / log of actions taken by an IAM user or role including root users, privileged users, administrators etc. (as applicable).		
56	Integration with existing on- premises	The CSP should allow integration with existing on premise Active Directory service.		

	Active Directory			
57	Distributed Denial of Service (DDoS) Protection	The CSP should offer protection against qualitative (non-volumetric) and quantitative (volumetric) DDoS attacks.		
58	Encryption Key Management	The CSP should offer a fully managed service to create and manage the encryption keys used to encrypt user data. It should also provide audit trail ability.		
59	API Gateway	The CSP should offer a managed service for API security such as HTTPS and allow configuration of API throttling.		
60	API Calls and User Events Tracking	The CSP should offer a service to record history of API calls and related events for a user account and should support protection of APIs endpoints over the public internet.		
61	Virtual Firewall	The CSP should offer virtual firewall for virtual machines / instances to control inbound and outbound traffic.		
62	Customer VPN connectivity	The CSP must allow customers to access the cloud service via an IPsec VPN tunnel or Secure Sockets Layer (SSL) VPN tunnel over the public Internet.		
63	SSL Certificates	The CSP should provide managed service to manage and provision SSL / TLS certificates. <ul style="list-style-type: none"> · CSP Should offer both Public and Private SSL Certificates(self or 3rd party) 		
64	Web Application Firewall	The CSP should offer Web Application Firewall (WAF) to protect web applications or APIs against web exploits. The WAF		

		should come with a pre-configured set of rules/Templates managed by the CSP		
65	Cloud Monitoring	The CSP should offer monitoring service / tools to monitor deployed cloud services / resources		
Deployment and Management				
66	Service to deploy and manage applications in the cloud	The CSP should offer a service to deploy and manage applications in the cloud by allowing code repository, automating code deployment, capacity provisioning, load balancing, auto-scaling and application health monitoring.		
67	Supported Platforms	The CSP should support a wide variety of platforms from Java, .NET, Python to Google Go. etc.		
68	Support for SSL connections	The CSP should support SSL connections.		
69	Swap virtual IP between staging and production environments	The CSP should support swapping IP addresses between staging and production environments so that a new application version can be deployed with zero downtime.		
70	Fully Managed caching solution	The CSP should offer a fully managed caching solution such as Redis cache, or equivalent.		
71	Service to create and provision cloud resources using a template	The CSP should offer a service to create & provision a collection of related cloud resources in an orderly and predictable fashion using a template.		
On-Premise Integration				

73	Virtual private networking connection to cloud resources	The CSP should be able to extend customers datacentre to the cloud and enable communication with their own network over an IPsec VPN tunnel.		
74	High speed, low latency, dedicated connectivity between on-premises & cloud	The CSP should provide mechanisms to establish private connectivity between its cloud environment and CILs datacentre and other locations.		
75	Automated VM import functionality	The CSP should allow import of VMs from a virtualization environment such as Citrix Xen, Microsoft HyperV, VMware vSphere, etc.		
76	Automated VM export functionality	The CSP should allow export of VMs / instances to on-premises virtualization environments.		
Support				
78	Pay-as-you-go Pricing	The CSP should offer pay-as-you-go pricing (on an hourly basis or lesser) where CIL will pay for services by the hour with no long- term commitments.		
79	Cloud Service Monitoring Dashboard	The CSP should offer monitoring dashboard depicting the availability and performance of cloud resources / services.		
80	Audit Trail	The CSP should offer Audit Trail feature for account activities to enable security analysis, resource change tracking, and compliance auditing.		
81	Cloud Advisor	The CSP should offer recommendations around resource configurations and security the customer can make to optimize their financial spend with the provider.		

82	Cloud Advisor	The CSP should offer a service acts like a customized cloud expert and helps provision resources by following best practices.		
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**Section II:
INSTRUCTIONS TO BIDDER (ITB)**

1. General:

Instructions to Bidder (“ITB”) should be read in conjunction with the other parts of the Bid Documents. Although details presented in this ITB have been compiled with all reasonable care, it is the bidder's responsibility to satisfy itself that the information/ documents submitted as part of its bid are adequate and that there is no conflict between the stipulations contained in this ITB and other parts of the Bid Documents. No dispute or claims shall be entertained on this account. Bid proposal preparation is the responsibility of the bidder and no relief or consideration shall be given for errors and omissions.

2.0 Bidding process on e-Portal:

2.1 Requirements for participation in e-tenders:

2.1.1 In order to submit the online bid on CIL’s e-procurement portal, the bidders should meet the following requirements:

Personal Computer connected with internet (for details, visit home page of CIL’s e-procurement portal at, <https://coalindiatenders.nic.in>). It will be the bidder’s responsibility to comply with the system requirement, i.e. hardware, software and internet connectivity at bidder’s premises to access the e-procurement portal. Under no circumstances, CIL shall be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-procurement portal or internet connectivity failures.

2.1.2 Online Enrollment/ Registration with CIL’s e-procurement portal (<https://coalindiatenders.nic.in>)

Online enrollment/registration of the bidders on the e-Procurement portal is free of cost and one time activity only. The registration should be in the name of the bidder in its own style and name. Digital Signature Certificate (DSC) holder, who is registered on behalf of the bidder for submitting the Bid Documents, under his digital signatures in the e-Procurement portal must be bidder’s duly authorized person, with valid DSC as per clause 2.1.3 of NIT. It shall be the responsibility of the bidders to ensure that they get registered with the CIL’s e-Procurement portal well in advance and download the Bid Documents before the last date and time for the same.

2.1.3 Digital Signature Certificate (Class II or Class III) must be from any Certifying Authority authorized by Controller of Certifying Authority, Government of India (CCA) and which can be traced up to the chain of trust to the root certificate of CCA.

2.2 Help for participating in e-tender

The detailed method for participating in the e-tender is available at the links, “Help for Agency” and “Bidders Manual Kit”, on the e-procurement portal [<https://coalindiatenders.nic.in>]. The bidders may also seek help from the help-desk on 24 x 7 Toll Free No. 0120-4001 005, 0120-4001002 and 0120-6277 787. All queries will be answered in English/ Hindi only.

2.3 No separate intimation in respect of corrigendum to this NIT (if any) will be sent to bidders who have downloaded the Bid Documents from the websites mentioned at clause 2.0 of Section I (NIT).

The bidders are advised to regularly check the websites for corrigendum, if any, from where the Bid Documents have been downloaded.

2.4 Bidders should download the complete Bid Documents including the annexures and appendices, and read carefully before filling the details and uploading the requisite documents.

2.5 The bidder must upload all the documents required as per the terms of NIT in the respective space/ folder provided in the system. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

2.6 The bids are to be submitted online through CIL's e-procurement portal, <https://coalindiatenders.nic.in> as per the guidelines given in ITB Clause 6.0 (Submission/ uploading of Bid).

3. Background

Through this document, CIL invites tenders for reputed, experienced Managed Service Providers and Cloud Service Providers (CSP) having a valid MeitY, GoI empanelment or authorized partners of such CSPs for Subscription to Basic/Advanced Cloud Services, Managed Services, CSP Consulting to enable Digital Transformation . There will be no minimum commitment of business in respect of the cloud services to be taken by the CIL from the Service Provider either at present or in future. Bidder may make their own assessment before submission of bids.

4.0 Minimum Qualification Requirement and Eligibility Criteria:

4.1 Minimum Qualifying Requirement (MQR):

4.1.1 Work Experience:

Data to be furnished by the Bidders:

- i. Start date & end date of each qualifying experience (similar nature)
*End Date for Ongoing Projects to be given as the date on which cumulative consumption has been assessed or Latest Invoice Date as applicable. (Latest by the last day of month previous to the e-Publication date of NIT)
- ii. Work order Number /Agreement Number of each experience
- iii. Name & address of Employer/Work Order Issuing authority of each experience
- iv. Percentage (%) share of each experience (In case the experience has been earned by the Bidder as a partner in a Joint Venture firm/Partnership firm then the proportionate value of experience in proportion to actual share of Bidder in that Joint Venture firm/ Partnership firm will be considered against eligibility else it shall be taken as 100%).
- v. Executed Value of work against each experience

Technical evaluation by the System:

NIT for Subscription to Basic/Advanced Cloud Services, Managed Services, CSP Consulting to enable Digital Transformation

- i. The system shall calculate the period of 7 years backwards starting from the last day of month previous to the e-Publication date of NIT.
- ii. The system shall check the End date of each experience (The system shall not allow more than 3 entries for experience) and accept it as a qualifying experience if the end date of experience falls within the 7 years computed by the system.
- iii. The system shall calculate the value of each qualifying experience by multiplying the value with the % share of experience and adding 5% for each completed year (total No. of days/365) after the end date of experience of work till the last date of month previous to one in which the NIT has been published on e-Procurement portal.
- iv. The system shall check the experience with highest value whether it exceeds 80% of Estimated Cost Value ECV. In case it does not, it shall check the top 2 experiences whether each of them is greater than 50% of ECV. In case, it still does not, the system shall check all 3 qualifying experiences whether each of them exceeds 40% of ECV. The system shall regard the Bidder as 'Eligible' if it meets any of the aforementioned criteria or else it shall consider the Bidder as 'Ineligible'.
- v. The weightage of 5% every year will be on simple rate and will not be compounded on yearly basis for the purpose of calculating the value of each qualifying experience.
- vi. In case the work is started prior to the eligibility period of 7 years (counted backwards starting from the last day of month previous to the e-Publication date of NIT) and completed within the said eligibility period of 7 years, then the full value of work shall be considered against eligibility.
- vii. In case the experience has been earned by the Bidder as an individual or proprietor of a proprietorship firm, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the Bidder as a partner in a Joint Venture/ Partnership firm then the proportionate value of experience in proportion to the actual share of Bidder in that Joint Venture/ Partnership firm will be considered against eligibility.

4.1.2 Digital Signature Certificate (DSC):

Supporting documents to be provided by the bidder: If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.

4.1.3 Undertaking by bidder on his/her/their Letter Head as per Annexure V:

(a) Supporting documents to be provided by the bidder: Undertaking regarding relatives as employees of company, Arbitration clause (in case of partnership firm), compliance w.r.t procurement from bidder of a country which shares a border with India, Local supplier status of the

Bidder as per clause no. 4.2.1 mentioned below, banning/ delisting etc.

(b) Purchase Preference under 'Make in India' Policy for "Local supplier": Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable. In terms with the above said policy, only Class-I local suppliers shall be eligible to bid.

The definitions of Class-I *Local Supplier*, Non-Local supplier, *Local Content* and Margin of Purchase Preference as per above mentioned Order are as follows:-

- A. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said order.
- B. 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20% as defined under said order
- C. '*Local Content*' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- D. 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

In respect of the above eligibility criteria the bidder is required to furnish the following information online:

- i). Confirmation in the form of Yes/No regarding possessing of required document indicating percentage of local content as enlisted in NIT.

Note: All the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items in Undertaking Annexure V.

Scanned copy of above documents to be uploaded by bidder(s) in support of information / declaration furnished online by the bidder as Confirmatory Document.

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable.

In terms of the above said policy, purchase preference shall be given to local suppliers in the following manner:

1. In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:-
 - a) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.
 - b) If L-1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.
 - c) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers

within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 bidder.

Note: The confirmation from the bidder regarding matching of L1 price may be taken in confirmatory document link of e-Procurement portal by recycling 'Any other document' link.

The work of "**Subscription to Basic/Advanced Cloud Services, Managed Services, CSP Consulting to enable Digital Transformation**" is to be executed by a single agency. Hence it has been considered as non-divisible.

Verification of local content:

- a) All the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items.
- b) CIL/ Subsidiary may constitute committees with internal and external experts for independent verification of auditor's / accountant's certificates on random basis and in the case of complaints.
- c) False declarations will attract banning of business of the bidder for a period up to two years.
- d) A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

4.2 Eligibility Criteria (EC) and Technical Evaluation Criteria:

- *This Tender is Open to Managed Service Providers of MeitY empanelled Cloud Service Providers(CSP)*
- Bid made by MSP should meet the MQRs for MSP specified in Section , and the associated CSP should meet MQR and Eligibility Criteria for CSP
- A MSP can make only one bid with the authorization of any CSP.
- Bidders who fully meet the MSP MQR and MSP EC Given in Section One shall be eligible for Technical Evaluation according to the Table Below.
- 'Supporting documents' column lists the documents which will be uploaded in the folders prefixed as 'TEC' to support bidder's performance on the specified criteria
- Bid Evaluation Methodology is elaborated in Methodology of Evaluation of the bid(12.0 in Section II)

Technical Evaluation Criteria (TECDOCS)

S NO	Evaluation Criteria	Maximum Marks Weightage	Supporting Document to be Uploaded in the Portal
1	<p>Previous Experience- The Bidder should have similar Cloud Service Projects in the last three financial years.(i.e., from 01.04.2019 to the bid submission date) Worth minimum Rs. 3.0 Crore each</p> <p>Executed on the offered Cloud 2 Marks for Each Project</p> <p>Executed on other Meity Empanelled Cloud 0.5 Marks for Each Project</p>	10	Work Order as per Annexure VI clearly mentioning the CSP
2	Bidder should have executed at least 1 Similar Work costing not less than 1 Cr(including taxes) with Central/ State Govt entities/PSUs in India in the last 3 years.	5	Annexure VI- Work Order Form
3	<p>Organizational Standards MSP organization should be a</p> <p>CMMI level 3 -SVC or above - 5 Marks</p> <p>CMMI level 3 -DEV or above -5 Marks</p>	10	Relevant Certificate

4	<p>Bidders Key Team members: (Changes to Key Team Members shall follow the necessary experience and Certification Requirements outlined here during the Duration of the Contract)</p> <p>Project leader: Mandatory Certification: PMP/Prince2/ITIL Overall experience of 5-10 years: 1 Mark 10+ years of experience: 2 Marks</p> <p>Project manager: Mandatory Certification: PMP/Prince2. Distribution of scoring: Overall experience of 2-5 years: 1 Mark 5+ years of experience: 2 Marks</p> <p>Senior Cloud Architect: Mandatory Certification: Architecture professional or advanced or expert level in proposed cloud. Experience on proposed CSP: 3-5 years:1 Marks 5+ years: 2 Marks</p> <p>DevOps specialist: Mandatory Certification: relevant certification on the proposed CSP experience on proposed CSP: 1-2 years: 1 Mark 2+ years: 2 Marks</p> <p>Security specialist: Mandatory Certification: relevant certification on the proposed CSP. experience on proposed CSP: 1-2 years: 1 Mark 2+ years: 2 Marks</p>	10	Annexure -VII Manpower Details
5	Presentation on MSP Technical Proposal. Evaluation will be based on how well the following requirements are addressed as part of the solution presentation.	25	Presentation by proposed resources of the Bidder to be uploaded in the Portal

	<ul style="list-style-type: none"> • Approach to drive digitization through cloud adoption for CIL in the advanced areas such as analytics/IoT/AI or ML... • Overall project plan and target solution architecture for the implementation diagram for MSP Scope Activity V-Onetime Implementation • Similar customer success stories(such as Digital Transformation in Analytics, Infrastructure as Code, Continuous Integration and Continuous Deployment(CI/CD) and cloud adoption. <p>Proof of Capability</p> <ul style="list-style-type: none"> • MSP to demonstrate Infrastructure-as-a-Code capability through implementing a load balancer over 2 VMs and service over port 80, for a web server test page. • Demonstrate CI/CD by changing parameters of above script in Dev and replicating change to production(change port 80 to 8080) • Perform automated Testing(simple check for permitted instances in prod) before replication from Dev to Prod, • Change Parameters of VM configuration in prod and show alerts raised through Drift Detection • Propose approach to Scalability(to address higher load on the web server) , DR [appropriate DR strategy for the above use case adhering to the prescribed RTO and RPO given in MSP Scope Activity V-Onetime Implementation] 		
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6	<p>Presentation on MSP Security and Compliance Proposal: Approach/Methodology for the proposed Infrastructure showcasing all applicable Controls for ISO 27001 Standard (approach should cover scope, Statement of Applicability and Review Plans)- 5 Marks</p> <p>Approach/Methodology for the proposed Infrastructure showcasing all applicable Controls for ISO 20000(approach should cover scope, Statement of Applicability and Review Plans) - 5 Marks</p> <p>If the Bidder lacks inhouse capability, assistance of CERT-In Empanelled Auditors may be taken for developing plans</p>	10	Presentation by proposed resources of the Bidder to be Uploaded in the Portal
7	<p>CSP's consulting or advisory services' presentation covering following</p> <p>Approach & methodology for driving cloud adoption for migration and advanced services such as analytics, IOT, AI/ML, etc – 5 marks</p> <p>Similar case studies– 10 marks 2 Marks Each for Case Study in Mining Sector 1 Marks Each for Case Study in Other Sectors</p> <p>CSP Consulting/Advisory team's resources (1) engagement/program management, (2) senior cloud architect, (3) big data/analytics specialist, (4) IOT specialist, (5) emerging technologies (e.g.: AI/ML, geospatial, blockchain, etc.)– 10 marks</p> <p>CSP featured in Cloud Infrastructure as a Service, Worldwide as</p>	30	Presentation by CSP to be Uploaded in the Portal

	<p>per latest Gartner Report.- 3 Marks</p> <p>If featured in leader’s quadrant for Cloud Infrastructure as a Service, Worldwide as per latest Gartner Report. -5 Marks</p>		
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Note:

1. “Similar Work” means: -

“Implementation or provisioning of Cloud based infrastructure, which may include provision of Compute, Server Less Computing, Memory, VM, Block Storage, Object Storage, No SQL Databases, Relational Databases Services or Container Management Services, provision of Big Data Platform, Data Warehouse Services, Data Modelling and Visualization Services, API Gateway or Data Integration/Ingestion or AI/ML or IOT Services on Meity Empanelled Clouds.

Work experience and certifications (for Manpower only) of the parent entity of the bidder may be considered provided that parent entity has controlling stake in the bidder

Work experience and certifications (for Manpower only) of the subsidiary/Group/Sister entity of the bidder may be considered provided that the Parent Entity has controlling stake in the subsidiary/Group/Sister entity and Bidder

5.0 Pre-bid Meeting:

A pre-bid meeting shall be held at CIL HQ in Kolkata, as per NIT clause-1. Those attending the pre-bid meeting on behalf of the bidders should submit authorization letter from the respective bidders at the time of the pre-bid meeting. Number of persons permitted to attend the Pre-Bid meeting shall be limited to a maximum of 2 (Two) persons per bidder.

The bidders are required to submit their queries, if any, online on the e-Procurement portal before the pre-bid meeting as per the timeline given in the Time Schedule for tender (NIT clause-1). No cognizance will be taken of the queries/ clarification sought outside the e-procurement portal. CIL shall be entitled to decide whether or not to issue clarification/ amendments with respect to the query (ies) received by it, as per ITB clause-7.

6.0 Submission/ Uploading of Bid

All the bids are to be submitted ONLINE and, on the website, <https://coalindiatenders.nic.in>. No bid or document shall be accepted offline. Bid consists of two parts:

- Part I consists of MQR and EC , Technical Evaluation Criteria associated documents (as per clause no 4.1 and 4.2)
- Part II consists of Price Bid/ Bill of Quantity (BOQ) (as per ITB clause 6.3).

6.1 Letter of Bid (LOB): The format of Letter of Bid is given at Annexure IA of Tender document. This will be the covering letter of the bidder for his submitted bid. The bidders have to accept unconditionally the Letter of Bid in the 'GTE' (General Technical Evaluation) table appearing in the e-procurement portal at the time of bid submission. No recycling will be done for this document i.e. no further clarification will be sought from bidder.

Following documents will be uploaded by the bidder during bid submission

No.	Document	Scanned copy of documents uploaded by bidder in Bidder's space/ My Document
1	Permanent Account Number	PAN card issued by Income Tax department, Govt. of India.
2	Goods and Services Tax (GST) Status of Bidder	Copy of GST Registration certificate (i.e. GST Identification Number) issued by appropriate Indian authority to the bidder.
3	Legal Status of the bidder	The Bidder should be Indian Company, registered under the Companies Act, 1956/2013 or LLP registered under LLP Act 2008.

6.2 Presentation on MSP Technical/Security/Compliance Proposal:

- Bidders and the associated CSP are required to give a presentation before the CIL authorities on methodology proposed for the work put to tender.
- Presentation is a part of the Technical Evaluation criteria with marks allotted to it alongside other evaluation criteria as mentioned at ITB clause 4.2. As such, bidders have to upload the presentation at the time of document submission. The same presentation will be conducted before the CIL authorities on the scheduled date.
- Bidders, who do not give the presentation, will be disqualified and will not be considered for further evaluation.
- Presentation is expected to demonstrate the ability of the bidder to effectively deliver Managed Services and the associated CSP to Deliver Consulting services as mentioned in the Section IV (Technical Scope of work).
- Presentation will be scheduled on dates given in Section-I Table 3 -12(iii). Each bidder will get 40 minutes for the presentation followed by 20 minutes for clarifications, if any, from CIL.
- Qualifying Marks for bidder in the technical, security and compliance ,CSP Presentation is 50 out of 65 Marks.
- Marks awarded by the earmarked Committee at CIL for presentation will be final and binding.
- Deliverables as committed by bidder and the associated CSP in presentation shall be considered as part of the Contract.

6.3 Price Bid/ Bill of Quantity (BOQ):

The Price bid/ Bill of Quantity (BOQ) in excel format (password protected) will be available on CIL's e-Procurement portal. Bidder is required to download this excel file, fill in the details of rates for the offered items, and upload the same file during bid submission. Any incomplete or conditional price bid or price bid which is not submitted as per the instructions given above shall be rejected.

Two sheets shall have to be submitted

Two sheets shall have to be submitted

Sheet named Rates containing the Listed Price/Rates of Cloud Resources, Discount percentage on CSP Public List Prices

Sheet Named BoQ1 Containing the Associated Services (Onsite Cost, Managed Services Percentage, CSP Support Percentage, one time implementation cost for technical scope of work activity V, CSP Consulting etc.)

1. It is mandatory for bidder to quote a single discount percentage on the CSP Total List pricing and Coal India will use the same discount percentage to avail any of the CSP services, including list of services beyond ones provided in the BoQ
2. Managed Services Percentage means Percentage of Monthly Cloud Consumption (%) charged for MSP Services and CSP Support Services
3. CSP Support Percentage means Percentage of Monthly Cloud Consumption (%) charged CSP Support Services.
4. The percentages quoted shall remain fixed for the duration of contract.

6.4 Submission of supporting documents:

- 1) Bidders are to submit the information in an objective manner confirmed by the uploaded supporting documents. The documents relating to the information furnished online, based on which the evaluation takes place, will only be considered. If the bidder uploads any other document, it will be given no cognizance.
- 2) All supporting documents/ certificates being submitted to support MQR or Eligibility Criteria or Technical Evaluation Criteria must be uploaded in the specified folders. If same certificate or document is being used to support more than one criterion, same document must be uploaded, separately, in each folder. For example, if same customer certificate is being used to meet different criteria of EC, same certificate should be uploaded in each of the corresponding folders.
- 3) Each document must be clearly marked to indicate the criteria being supported by the document. For example, all EC or MQR or TEC documents must be marked with EC or MQR or TEC/(Sl. No of criteria)/ (document number). As such, MQR/1/ (1 of n) means that uploaded document is '1' of the total 'n' documents, supporting criteria 1 of the MQR.

7.0 Clarifications and Amendments to Bid Documents:

NIT for Subscription to Basic/Advanced Cloud Services, Managed Services, CSP Consulting to enable Digital Transformation

7.1 A pre-bid meeting shall be organized as per details provided in ITB clause-5 to provide clarifications sought by the bidders.

7.2 A prospective bidder can ask for any clarification to the Bid Documents by sending its query (ies) online within the specified time mentioned in the NIT clause-1.

7.3 At any time prior to the deadline for submission of bids, CIL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective bidder, issue amendments/ notifications/ corrigendum/ clarifications to the Bid Documents.

- Any corrigendum / clarifications (as deemed fit by CIL) to the Bid Documents will be notified online and will be binding on prospective bidders. Confirmation of the fact that each bidder has submitted its bid after due consideration of the corrigendum to the NIT shall be given in the Letter of Bid to be submitted as per Annexure 1a.
- In order to afford prospective bidders reasonable time to take notice of the amendment/ notification/ corrigendum/ clarifications into account in preparing their bid, CIL may, at its discretion, extend the deadline for the submission of bids.

8.0 Language of Bid

All documents, including but not limited to the proposal, correspondences and documents enclosed as part of the proposals relating to the bid shall be in the English language. If any certificate/ work order/ agreement is submitted in any language other than English language, the translation copy of the same in English is to be furnished next to the certificate/ work order/ agreement and an affidavit on non-judicial stamp paper duly notarized in this respect is to be submitted as to representation of the original. In case, any printed literature furnished by the bidder, is written in another language and accompanied by translation of all its pertinent passages in the English language, for the purposes of interpretation of the bid, such translation shall prevail.

9.0 User Portal Agreement

The bidders shall accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Technical, Commercial & General Terms & Conditions and other terms, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid shall be allowed/ accepted.

10.0 Earnest Money Deposit

10.1 The bidder shall furnish, as part of his bid, Earnest Money of the amount as shown in e-Tender Notice for this particular work. EMD will be required to be deposited in the form as deliberated below: The bidder will have to make the payment of EMD through online mode only.

In Online mode the bidder can make payment of EMD either through net-banking from designated Bank/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be immediately transferred to CIL's designated Account. In case of payment through NEFT/ RTGS the bidder will have to make payment as per the Challans generated by system on e-Procurement portal before submission of bid. Bidder will be allowed to submit his/her bid only when the EMD is

successfully received in CIL account and the information flows from Bank to e-Procurement system.

Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) will be exempt from the payment of earnest money. In case of exemption of EMD the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.

10.2. Any bid, which has not been, submitted either with the requisite amount of EMD or the valid exemption document (as applicable) shall be summarily rejected by the employer as non-responsive.

10.3 The EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).

10.4 The EMD of successful bidder may be retained and adjusted with performance security / security deposit at bidder's option.

10.5 The Earnest Money may be forfeited:

a) if the Bidder withdraws the Bid after the end date of Bid submission during the period of Bid validity /extended validity with mutual consent; or

b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:

i. Sign the Agreement; or

ii. Furnish the required Performance Security

Additionally, the company shall ban such defaulting Agency from participating in future tenders in concerned Subsidiary/CIL HQ for a period of minimum one year from the date of issue of such letter.

10.6 The EMD deposited with the Employer will not carry any interest.

10.7 No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.

10.8 If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason, then it will be paid through conventional system of e-payment. In that case, bidder will submit E-Mandate form in the format provided at Annexure II.

10.9 In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.

10.10 If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/ her EMD will be refunded automatically after the opening of tender.

11.0 Bid Opening:

- a) Part-I bid will be decrypted and opened on-line, on the scheduled date and time for all bidders who have submitted the bid.
- b) Thereafter, documents uploaded by bidder online against 'MQRDOCS' & 'ECDOCS' & 'TECDOCS' shall be examined in accordance with ITB clause 4.0 and 6.0.
 - c) presentation will be conducted before the CIL authorities on the scheduled date(s).
- d) For shortfall /clarifications, 7 days' time i.e. 7x24 hours duration shall be given to the bidders to upload these clarifications/ shortfall documents.
- e) The **Price Bid (Part II)** of the qualified bidders, will be decrypted and opened on-line, on the scheduled date and time to be duly intimated, online.

12.0 Methodology of Evaluation of the bid

12.1 Compliance with Minimum Qualification Requirements and Eligibility Criteria

Bidder is required to meet the Minimum Qualification Requirements (MQR) as given in ITB clause 4.1 and Eligibility Criteria (EC) as given in ITB clause 4.2. Bidder's response and the submitted documents supporting the qualification against 'MQRDOCS' & 'ECDOCS' and documents uploaded under Bidder's space, will be examined and bids of only those bidders, who comply with these qualification parameters, will be considered for further evaluation.

As specified in the Table in ITB clause 4.0, 65 marks have been assigned for presentation to be given by the bidder and CSP. Process for the presentation:

- a) Detailed process of the presentation has been explained in ITB clause 6.2.
- b) Evaluation shall be done by a Committee and will include members duly nominated by Competent Authority. Scoring of the presentation will be based on pre-defined evaluation criteria as prescribed at table in ITB clause 4.0. Complete presentation will be video-graphed for record.
- c) After the completion of the presentation, scores (out of a total of 65) of all the bidders will be enclosed in a sealed cover in separate envelopes or password protected document.

Process for examination of compliance parameters:

- (a) Documents uploaded for qualification against 'MQRDOCS' & 'ECDOCS' and 'TECDOCS' and documents uploaded under Bidder's space will be opened for those bidders who have participated in the Presentation.
- (b) These documents shall be evaluated first to confirm the information/ declaration given by bidder in General Technical Evaluation (GTE) and EC and Technical Evaluation Criteria.
- (c) In case of any shortfall in MQR & EC and TEC documents, one time clarification shall be sought from the bidder as per provisions given at clause no. 13 of ITB.
- (d) No clarification shall be sought for documents uploaded under Bidder space.
- (e) After receipt of clarifications from bidders (if any), the technical evaluation shall be done first for MQR documents and EC documents then TEC Documents .

12.2 Technical Evaluation

- (f) Scoring on Technical Evaluation Criteria will be given to those bidders who comply with the MQR and EC . Bidders will be given score out of 35 marks for sl. No.1 to 4 of the eligibility parameters

(excluding 65 marks of presentation) as per the TEC Table at ITB clause 4.0.

(g) Sealed envelope/ password protected document of Presentation marks will now be opened and presentation scores of the bidders will be added to their score calculated above to get Total Technical Evaluation Score out of 100, for each bidder.

(h) Bidders, who obtain a Total Eligibility Score of 80 or above will qualify for price bid evaluation

(i) Qualifying Marks for bidder in the technical, security and compliance, CSP Presentation is 50 out of 65 Marks for Price Bid Evaluation

12.3 Price evaluation:

a) Bidders complying with MQR and EC and scoring 80 or more out of 100 in the Technical Evaluation Criteria will have their price bids opened.

b) In case the day (for opening of any part of the bid) falls on/ becomes a holiday, bids will be opened at the same specified time on the immediately next working day. Further in case of any change of date and/ or time, the same will be intimated/ uploaded on the designated website of CIL separately.

c) Based on the scrutiny/ examination of valid tenders as at clause 12.1 and the evaluation of price bids, award of work will be recommended to the lowest tenderer (L1) provided the same is justified, competitive and reasonable.

d) The Price bid/ Bill of Quantity (BOQ) in excel format (password protected) will be available on CIL's e- Procurement portal. Bidder is required to download this excel file, fill in the details of rates for the offered items, and upload the same file during bid submission. Any incomplete or conditional price bid or price bid which is not submitted as per the instructions given above shall be rejected.

Two sheets shall have to be submitted

Sheet named Rates containing the Listed Price/Rates of Cloud Resources, Discount percentage on CSP Public List Prices

Sheet Named BoQ1 Containing the Associated Services (Onsite Cost, Managed Services Percentage, CSP Support Percentage, one time implementation cost for technical scope of work activity V, CSP Consulting etc.)

Cloud Resources Rates

Bill of Quantity (BOQ)-

a. If the bidder does not quote for any of the item in the BOQ then their bid will not be taken up for further evaluation and their bid shall be out rightly rejected.

b. During the execution of the contract if there is any requirement of item /service in the IaaS or PaaS which is not available in the BOQ in exact configuration then the price offered for such item shall be equivalent to or less than the next nearest configuration / similar service in the bucket of services and the overall discount offered will be considered for such items .

c. All quantities indicated in the BOQ would be indicative and no commitment shall be made for the

NIT for Subscription to Basic/Advanced Cloud Services, Managed Services, CSP Consulting to enable Digital Transformation

execution of these quantities.

- d. During the execution of the contract, the actual consumption of the services may change.
- e. The BOQ quantities are indicative and estimated for the evaluation purpose only. Payment will be done as per the actual quantities utilized during the execution of the contract.
- f. Bidder should quote for all items and offer all services listed in the Bill of quantity . All service items will be considered as a single package and procured from single vendor.
- g. It is mandatory for bidder to quote **Discount Offered on Total CSP Public List Price(as percentage applicable on CSP Public Listed Prices)** for the CSP services and prices for the services
- h. Bidder has to quote the “CSP Public Listed Price per unit ” in INR .
- i. “Total CSP Public Listed Price (Monthly) (INR)” will be calculated by multiplying “Quantity” with “CSP Public Listed Price per unit” and with “Hours per month” or multiplying “Quantity” with “CSP Public Listed Price per unit” which ever applicable
- j. The “Total CSP Public Listed Cost Per Month” will be sum of Monthly Cost of all line items.
- k. The “Quoted Monthly Cloud Cost” will be “Total CSP Public Listed Cost Per Month” less Discount Offered on Total CSP Public List Price
- l. The cost will be exclusive of GST.
- m. PRICES VARIATION CLAUSE (PRICE ESCALATION/ DE-ESCALATION):
 - i. Bidders are requested to offer their best discounts over the Published/Listed Rates of their CSP as on date of the tender
 - ii. These Discounts shall form part of Escalation/ De-escalation clause and would remain FIRM for the entire contract period.
 - iii. Price escalation/de-escalation shall be determined every month, based on the prevailing Published/Listed Rates in the month for which escalation is being calculated. In case the Published/Listed Rates of the respective CSP are in USD, then such rates would be converted into INR based on the published RBI reference rate of the day prior to the billing date by the MSP.
 - iv. Price de- escalation means, if the published rate is below the quoted rate, then the bidder will be obligated to offer the same discount as calculated/observed for that item in the bid. In case the Published Rates are in USD, then such rates would be converted into INR based on the published RBI reference rate of the day prior to the billing date by the

bidder.

- v. Thus, the price applicable for any service in any month would be equal to Published/Listed Rates as declared by respective CSP multiplied by the quoted discount rate for that particular service category.
 - vi. SLAs as applicable will be deducted during the quarterly payment
- n. The Financial bid should NOT BE SUBMITTED with Technical Proposal.
- o. Quantities (Estimated Units) and items/services as mentioned in the BoQ table are primarily for the purpose of financial evaluation of the bids. Payment shall be on actual items/services and quantities ordered/ consumed that may vary from the above.
- p. For On-Demand Instance, Bidder to quote Hourly/On-demand Cost.
- q. For Committed Instances, Bidder to quote 1 Year/3 Year Committed Cost as applicable.
- r. CIL has right to negotiate the prices/cost, with the L1 bidder, if needed.
- s. To facilitate evaluation of bids, CIL, at its sole discretion, may seek clarification in writing from any bidder regarding the bid.
- t. CIL may review the price/cost quoted periodically in view of various factors including but not limited to significant price/cost reduction for same services in market. In all circumstances the price/cost will not go above the price/cost quoted by the bidder.
- u. Final choice of firm for the project shall be made on the basis of conformity to eligibility, technical proposal and appropriateness of the financial offer from the point of view of cost effectiveness over the entire period for the services and capability of the firm to execute and service the project
- v. **Bidders are required to provide the Publicly Available published prices on CSP portal for each of the services mentioned in the BoQ as on Bid Submission date as part of the Technical proposal. This price list should be certified by CSP.**
- w. Fully Managed Services to adhere to the Definition - wherein CSP natively manages runtime, middleware, operating system, virtualization, servers, storage, networking, licenses along with its upgrades, patches, upscale/downscale automatically through the service functionalities or attributes, automated tools and without any manual intervention. The service should have native integration with the CSP monitoring platform/service to enable effective operational view with defined matrices and alarms. These services should have an integration with the management console of the CSP to provide single view of all resources.

Details of Unpriced Bill of quantity are given in the attachment:" Unpriced BoQ.xlsx"

- x. CIL is free to opt for any service or configuration of service in the host of offerings of the CSP (Cloud Service Provider) at the same rate of discount.
- y. The price applicable for any service in any month would be equal to Published/Listed Rates as declared by respective CSP adjusted by the overall discount percentage as quoted by the Bidder
- z. For any additional services (not included as part of BoM), CIL will utilize the published price available on the public portal of CSP and apply same level of Discount.

Note:

1. It is mandatory for bidder to quote a single discount percentage on the CSP Total List pricing and Coal India will use the same discount percentage to avail any of the CSP services, including list of services beyond ones provided in the BoQ
2. Managed Services Percentage means Percentage of Monthly Cloud Consumption (%) charged for MSP Services and CSP Support Services
3. CSP Support Percentage means Percentage of Monthly Cloud Consumption (%) charged CSP Support Services.
4. The percentages quoted shall remain fixed for the duration of contract.

Bidder with Lowest Financial Cost i.e. Lowest “Total Cost for the 4 year period” will be selected.

12.3. Procurement from Micro and Small Enterprises (MSEs)

- i) Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item. Where the tendered work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total tendered work provided they match L1 price. In case the tendered work cannot be split, MSE shall be awarded full work provided their quoted price is within a price band of L1 + 15% and they match the L1 price.
- ii) In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the work may be shared proportionately if the job can be split. If the job cannot be split, then the opportunity to match the L-1 rate of the tender shall be given first to MSE who has quoted lowest rate among the MSEs and the total job shall be awarded to them after matching the L-1 price of the tender, in case the L1 is other than MSE. If MSE is a L1 bidder, full work will be awarded to such bidder. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the MSE with next higher quoted rate in the price band of L1 + 15% shall be given chance to match the rate of L1 for award of the complete job. This process to be repeated in till work is awarded to MSE or MSE bidders are exhausted.
- iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.
- iv) Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall

be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, four percent sub-target so earmarked shall be met from other MSEs.

v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to certificate of registration with any one of the agencies mentioned in point (vii). The bidder shall be responsible to furnish necessary documentary evidence for enabling CIL/ Subsidiary to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:

- In case of proprietary MSE, proprietor(s) shall be SC /ST
- In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
- In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- In case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.

vi) Classification of Micro and Small Enterprise are as under:

a. Micro Enterprise –Enterprise where the investment in plant and machinery or equipment does not exceed one crore Rupees and turnover does not exceed five core rupees.

b. Small Enterprise- Enterprise where the investment in plant and machinery or equipment does not exceed ten crore Rupees and turnover does not exceed fifty core rupees.

vii) The MSEs should be registered with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are eligible for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.

viii) The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.

xi) The existing MSE enterprises registered prior to 30th June 2020, shall continue to be valid for a period up to 31.03.2021 only. Mandatorily bidders need to have “Udyam Registration Certificate” after 31.03.2021 for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.

x) If MSE Bidder withdraws his offers after last date of bid submission or fails to sign the Agreement or commence the work as per Conditions of Contract then such Bidder shall be banned for a minimum period of 1(One) year in line with provisions of Banning of Business.

13.0 Shortfall/ Confirmatory Documents

During evaluation and comparison of bids, CIL may ask the bidder for clarifications on the bids. The request for clarification shall be communicated to the bidder via the e-procurement portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his bid will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in substance of the bid shall be sought, offered or

permitted. No post-bid clarification at the initiative of the bidder shall be entertained.

The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a work order without its completion/ performance certificate, the certificate related to that work order can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.

These documents are to be uploaded within the specified time period. The above documents will be specified on-line under the link 'Upload Shortfall / Confirmatory Documents', after scrutiny of bids, indicating the start date and end date giving 7x24 hours duration for online submission by bidder. The bidders will get this information on their personalized dashboard under "Upload Shortfall/ Confirmatory Document/Information" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/ information on their personalised dashboard at least once daily after opening of bid.

CIL reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis and no separate communication will be made in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. CIL will determine the Techno-commercial acceptability of the bidders on the basis of the original offer and subsequent clarifications/confirmation, if any. For the purpose of this determination, a techno-commercially acceptable bid is one, which conforms to all the terms and conditions of the Bid Document and the requirements of all commercial terms and minimum qualification requirement without deviations, exceptions, objections, conditionality or reservations.

14.0 Bid Validity

The bids submitted online shall remain valid for a period of one hundred and twenty (120) days from the last/ end date of submission of the bid. In exceptional circumstances, CIL may solicit the bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by e-mail / speed post. A bidder may refuse the request and it will not imply future banning of the bidder. A bidder who accepts the extension of bid validity, will not be permitted to modify its bid.

15.0 Influencing CIL

- a) Bidder shall contact CIL on any matter relating to its bid only in writing, from the time of the opening of bids to the time the Contract is awarded.
- d) Any effort by a bidder to influence CIL in CIL's bid evaluation, bid comparison or decisions to award the Contract shall result in rejection of the bidder's bid.

16.0 Award Criteria

Subject to compliance of clauses 3 of NIT (Section I) & clause 4, 6 and 12 of ITB (Section II) and bid being acceptable with respect to Bid Documents, with acceptable bid price, CIL shall award the Contract to

the successful bidder.

17.0 Owner's Right to Accept / Reject the Bid

CIL reserves the right to accept or reject the bid, and to annul the bid process and reject the bid at any time prior to award of Contract Agreement, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder of the grounds for CIL's action.

18.0 Notification of Award:

Prior to the expiration of the period of bid validity/ extended bid validity, CIL will notify the successful bidder electronically on e-procurement portal of CIL which the bidder can download at its personalized dashboard on the portal. Additionally, it shall be communicated in writing by registered/ speed post or by e-mail that its bid has been accepted. However, electronic communication shall be treated as 'Notification of Award'. The Notification of Award/ Letter of Award shall constitute the formation of the contract and will be considered for all purposes of execution of contract provisions, till such time as the written Contract Agreement is signed by the Parties.

19.0 Modification and Withdrawal of Bid

- a) Modification and withdrawal of bid till the end date of submission of bids shall be guided by clause 5 of Section I: NIT.
- b) Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity specified in the Bid Documents or as extended pursuant to clause 14 of ITB may result in the forfeiture of EMD/ banning pursuant to clause 3 of NIT. In such cases, the bidder will not be allowed to participate in the re-tender.

20.0 Scope of Proposal

- a) The bidder has to quote for the entire scope of work as indicated in Technical Scope of work (Section IV) of the Bid Documents. The scope of the bid/ proposal shall be on the basis of a single bidder's and associated CSPs responsibility, completely covering all the services as specified under the Bid Documents. It will *inter-alia* include all such services which are not specifically mentioned in the Bid Documents but are essential to complete the scope of work and are, therefore, incidental thereto under the Contract which are to be included at no extra cost to CIL.
- b) Bid not covering the entire scope of work shall be treated as incomplete and hence may result in rejection of the bid.
- c) The bidder is expected to examine all instructions, terms and conditions in the Bid Documents. Failure to fulfill all requirements/ furnish information required as per Bid Documents may result in the rejection of their bid.
- d) All the cost and expenses incidental to the preparation/ submission of the bids/ proposals, discussions, meetings and conferences, if any, including pre-bid & pre-award discussions with the bidder, technical and other presentation including any demonstrations etc. shall be to the account of the bidder and CIL shall bear no liability whatsoever for such costs and expenses.
- e) Bidders must familiarize themselves with local conditions and take these into account while

preparing their bids/ proposals. In this regard, bidders may contact the following persons at Coal India Limited, Coal Bhawan, Premises No. 04-111, AF-III, Action Area 1A, New Town, Rajarhat, Kolkata 700 156:

Tender inviting authority	Contact Person(s) communication address
GM System	Coal India Limited, (Second Floor), Coal Bhawan, ActionArea 1-A, New Town, Rajarhat, Kolkata 700156 email:

21.0 Prevention of Fraud and Corruption

21.1 It is CIL's policy to ensure that CIL as well as bidder should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the tendering process or during execution of the Contract:

1. "Corrupt Practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the tendering process or to otherwise influence the tendering process or contract execution.
2. "Fraudulent Practice" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in the tender process or to secure a contract or in execution of the contract.
3. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a selection process or affect the execution of a contract.
4. "Conflict of interest" means if the bidder or their personnel have relationships or financial or business transactions with any official of CIL who are directly or indirectly related to the tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from CIL with an intent to gain unfair advantage in the tendering process or for personal gain.
5. "Obstructive practice" means to materially impede CIL's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding CIL's rights of audit or access to information.

Anything not specifically mentioned here or anywhere in the Bidding Documents, shall be dealt as per relevant law of the land.

21.2 Measures to be taken by CIL

- a) The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the tendering process. Notwithstanding anything to the contrary contained in

the Bidding Documents, CIL may annul the tendering process without being liable in any manner whatsoever to the bidders, if it determines at any time that the bidder has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Anti-competitive Practice, Collusive Practice, Coercive Practice, Conflict of Interest or Obstructive Practice (collectively “Prohibited Practices”) in tender process.

b) CIL will reject a bid/ proposal for award if it determines at any time that the bidder recommended for award was engaged in any Prohibited Practice as detailed under Clause no 21 of ITB during the selection process and/ or execution of the Contract.

c) Without prejudice to the rights of CIL under the Clause No 20 (c) and (d) and the rights and remedies which CIL may have under the Letter of Award or the Contract, if the bidder is found by CIL to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices during the tendering process, or after the issue of the Letter of Award or the execution of the Contract Agreement, the bidder shall not be eligible to participate in any tender issued by CIL or its subsidiaries for specified period as per the relevant policies of CIL.

22.0 Conflict of Interest

a) The bidder represents and warrants that it is not aware of any conflict of interest with respect to the Contract. Without limiting the foregoing, the bidder represents specifically that neither the bidder nor the its personnel have knowingly promised or conferred any financial benefits, of any kind whatsoever, to any employees of the Owner or such employees’ dependents or its (bidder’s) personnel in obtaining the Contract or performing its terms and conditions. The bidder shall use all reasonable efforts to prevent its personnel from engaging in activities known to be contrary or detrimental to the best interests of the Owner.

b) The provisions with respect to “Conflict of Interest” as contained in the Manual for Procurement of Consultancy and Other Services, 2017 issued by the Department of Expenditure, Ministry of Finance, Government (as amended and available at the website of the Department of Expenditure, Ministry of Finance, Government of India) shall apply to this tender as applicable.

23.0 Beneficial ownership of the bidder

23.1 The bidder represents and warrants that the ultimate beneficial ownership of the shareholders of the bidder do not belong to any country which shares land border with India, as specified under the General Financial Rules, 2017 read with OM no. F.No.6/18/2019-PPD dated 23 July 2020 issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (“**Indian Procurement Laws**”) read paragraph 3.1.1(a) of the Consolidated FDI Policy effective from 15 October 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and Industry, Government of India. For the purposes of this clause determination of ultimate ‘beneficial ownership’ shall be made in accordance with the Foreign Exchange Management Act, 1999 read with all rules, regulations, circulars, guidelines and notifications issued thereunder (as amended from time to time).

23.2 In the event the bidder is incorporated or registered in a country which shares a land border with India, the bidder represents and warrants that it is registered with the competent authority, as prescribed under the Indian Public Procurement Laws. In such an event, the bidder shall submit a

certified true copy of such registration obtained by the bidder with the competent authority.

23.3 An undertaking in the format specified at Annexure V for the ultimate beneficial ownership of the bidder shall be submitted where the bidder shall: (a) disclose its ultimate beneficial ownership, in view of paragraph 3.1.1(a) of the Consolidated FDI Policy effective from 15 October 2020 issued by the Department for Promotion of Industry and Internal Trade (FDI Policy Section), Ministry of Commerce and Industry, Government of India, as amended; and (b) ensure that the beneficial owner(s) of the bidder do not belong to any country which shares a land border with India. For the purposes of this sub-clause determination of 'beneficial owner' shall be made in accordance with the Foreign Exchange Management Act, 1999 read with all rules, regulations, circulars, guidelines and notifications issued thereunder (as amended).

23.4 In pursuance of Office Memorandum No. F. 18/37/2020-PPD Dated 8th February 2021 regarding restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017,

a) A bidder is permitted to procure raw material, components, sub-assemblies etc from the vendors from countries which share a land border with India. Such vendors will not be required to be registered with the competent authority, as it is not regarded as "sub-contracting".

b) However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

24.0 Immunity to Government of India

It is expressly understood and agreed to by and between the bidder and CIL that CIL will enter into the Contract solely on its own behalf and on behalf of its wholly owned subsidiaries and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to the Contract and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that CIL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of contract law. The bidder expressly agrees, acknowledges and understands that CIL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrong arising out of the Bid Documents or the Contract. Accordingly, the bidder hereby expressly waives, release and forgoes any and all actions or claims including cross claims, impleader or counter claims against the Government of India arising out of the Bid Documents and/or the Contract and covenants not to sue the Government of India in any manner, claim cause of action or take any action whatsoever arising out of or under any Bid Document and/ or the Contract.

25.0 Applicable Law and Jurisdiction:

All questions, disputes or differences arising under, out of or in connection with the Contract and the relationship of the Parties hereunder shall be governed by and interpreted in accordance with the Laws of India (both procedural and substantive) and, subject to CC Clause 8, the Parties hereby agree to submit to the jurisdiction of the courts in Kolkata only, in respect of the job/ work/ assignment awarded by CIL.

Section III Conditions of Contract

1.0 Definition of Terms:

“Agency” means a firm/ company/ Agency/ supplier of service/ agency on whom LOA has been placed after it has bid for the tender and has been declared successful on completion of the entire process of evaluation and has signed the Contract Agreement.

“Contract” means the Contract Agreement and the Contract Documents, together with any amendments and clarifications issued from time to time, provided that until the Contract Agreement is signed between the Owner and the Agency, the LOA together with the Contract Documents, shall constitute the Contract.

“CC” means the Conditions of Contract.

“Contract Documents” means the documents specified in CC clause 3.0.

“Contract Agreement” means the agreement to be entered into between CIL/ Owner and the Agency, using the format of Contract Agreement contained in the Proposal. The date of the Contract Agreement shall be recorded in the signed form.

“Contract Price” or **“Total Contract Value”** means the quoted price plus GST, payable to the Agency, in INR (Indian Rupee), under the Contract which shall be set out in the Contract Agreement.

“Notification of Award”/ “Letter of Award (LOA)” means the official notice issued by the Owner notifying the Agency that its bid has been accepted.

“Pre-contract Integrity Pact” means the agreement, in the format provided in Annexure V, the bidder shall accept unconditionally the ‘Pre-contract Integrity Pact’ in GTE (General Technical Evaluation) at the time of bid submission. No recycling will be done for this document i.e. no further clarification will be sought from bidder

“Owner” means Coal India Limited (CIL) and shall include its legal representatives, successors and assigns.

“Nodal Officer” means a person to be based at CIL and designated to oversee the operationalisation of the Contract. Executive Director (Medical Services) or Chief of Medical Services, CIL will be the Nodal Officer for the contract.

“Project Manager” means the person/s appointed by the Agency to manage activities relating to implementation of such functions/ processes as may be designated by the Agency.

“Day” means calendar day of the Gregorian calendar.

“Week” means continuous period of seven (7) days.

“Month” means calendar month of the Gregorian calendar.

“Year” means a period of twelve (12) consecutive months.

“Contract Period” is the time period, in days, during which the Contract governs the relations and obligations of the Owner and the Agency.

2.0 GENERAL

2.1 The Conditions of Contract (CC) shall be read in conjunction with the Scope of work, Annexures and

any other document forming part of the Contract, wherever the context so requires and shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

2.2 The language of the bid/ offer, drawings & all correspondences between the Owner and the Agency shall be in 'English' only. However, any printed literature furnished by the Agency may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation, the English translation shall govern. The Agency shall bear the costs and risks of such translation.

2.3 Words importing singular shall include plural and vice versa. The headings in the CC are for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

2.4 Words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases.

2.5 Unless the context otherwise requires, all references to a person and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, governmental authority, association of persons or partnership (whether or not having separate legal personality) of two or more of the above and shall include the successors and assigns.

2.6 Time shall be the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be the essence.

2.7 The rule of interpretation which requires that an agreement be interpreted against the person drafting it shall have no application in the case of the Contract.

2.8 Capitalized terms and expressions used herein without being defined shall have the meaning assigned to them elsewhere.

2.9 The Agency shall comply with all contract labour laws in force in India, including but not limited to all national, provincial, municipal or other laws that affect the performance of the contract and are binding upon the Agency. The Agency shall indemnify and hold harmless the Owner, its subsidiaries and their respective officers, directors, employees, agents for and /or against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising out resulting from the violation of such laws by the Agency or its personnel.

2.10 The Agency shall provide and employ only such personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand. The key personnel as deployed for the project by the Agency shall in no case claim any regular employment with the owner and/or its subsidiaries, and all their employees (including but not limited to provident fund, gratuity and statutory liabilities will be borne by the Agency.

3.0 CONTRACT DOCUMENTS

The term Contract Document shall mean and include the following which shall essentially form an integral part of the Contract:

- 1) Notification of Award/ Letter of Award duly accepted by the Agency together with its amendments
- 2) Section-I: e-Tender Notice (NIT) including subsequent corrigendum/amendments/ clarifications,
- 3) Section-II: Instructions to Bidders (ITB) including subsequent corrigendum/ amendments/ clarifications,
- 4) Section-III: Conditions of Contract (CC) including subsequent corrigendum/amendments/ clarifications,

- 5) Section-IV: Technical Scope of work including subsequent corrigendum/amendments/clarifications,
- 6) Section-V: Service Level Agreements(SLAs)
- 7) Letter of Bid along with Appendices / Annexure(s)/ Attachments etc;
- 8) The Contract Agreement.
- 9) User Portal Agreement.

In the event of any ambiguity, discrepancy or conflict in any document or documents forming part of the Contract, the decision/ clarification of the Owner shall be final and binding with regard to the intention of the document or Contract, as the case may be.

Format of Contract Agreement is enclosed as Appendix I.

4.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 The Agency shall not, without the Owner's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Agency in the performance of the Contract. Disclosure to any such employed person shall be made in good faith, confidence and shall extend only as far as may be necessary for purposes of such performance.

4.2 The Agency shall not, without the Owner's prior written consent, make use of any document or information enumerated in the Bid Documents except for purposes of performing the Contract.

5.0 NOTICES

5.1 Any notice given by one Party to the other pursuant to the Contract shall be sent to the other Party in writing or by e-mail and confirmed in writing to the other Party's address specified in the Contract Documents.

5.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

6.0 CONTRACT PERFORMANCE GUARANTEE/ SECURITY DEPOSIT:

6.1 "Contract Performance Guarantee"/ "Security Deposit" shall consist of Performance security to be submitted at award of work by the successful bidder. The Security Deposit shall bear no interest.

6.2 Performance security shall be 3% of Total Contract Value and has to be submitted by the Agency within Twenty-One (21) days of issue of LOA in any of the forms given below.

a) An irrevocable, unconditional, replenishable, payable on first demand performance bank guarantee in the form, given in Appendix II, from (i) any schedule bank acceptable to the Owner. Bank guarantee issued by out station bank shall be operative at their local branch in Kolkata. The bank guarantee shall contain complete postal address, telephone number and email address of both outstation bank issuing the bank guarantee as well as its local operating branch OR (ii) a foreign bank located in India and acceptable to the Owner. A format of the performance bank guarantee is enclosed as Appendix II.

b) NEFT/RTGS/Demand Draft drawn in favour of **Coal India Limited** payable in Kolkata.

6.3. Failure of the Agency to comply with the requirements as above shall constitute sufficient ground for cancellation of the LOA. The Agency may also be debarred from participating in any future tenders

floated by the Owner and its subsidiaries for a minimum period of twelve (12) Months.

6.4 The bank guarantee amount shall be payable to the Owner/ Nodal Officer without any condition whatsoever.

6.5 While offering bank guarantee as the performance security, the Agency shall have to ensure that the said bank guarantee remains valid for Fifty-One (51) months from the date of LOA and shall be released/ renewed (for such further period), as may be required by the Owner/ Nodal Officer.

6.6 The Owner shall without prejudice to its other rights and remedies hereunder, in law or equity, have the unqualified right to deduct/ appropriate/ encash from the Contract Performance Guarantee/ Security Deposit such sums as are due and payable by the Agency to the Owner as may be determined in terms of the Contract, and the amount appropriated from the Contract Performance Guarantee/ Security Deposit shall have to be restored by Agency within thirty (30) days of such deduction/ appropriation by the Owner, failing which the Owner shall be entitled to terminate the Contract.

6.7 The amount of the Contract Performance Guarantee/ Security Deposit as existing on the date of completion of contract will be released after successful completion of the Contract.

6.8 The bank guarantee issued by the bank on behalf of the Agency in favour of "Coal India Limited" shall be in paper form as well as issued under "Structured Financial Messaging System". The details of beneficiary for issue of BG under SFMS Platform is furnished below:

Name of Bank: ICICI Bank Branch

Name: Rasoi Court

IFSC Code: ICIC0000006

Account No.: 000651000038

Customer ID: 066312

6.9 The bank guarantee submitted by the Agency as performance security shall be encashable by the Owner/ Nodal Officer within the currency of the said bank guarantee, in the event of the Agency's failure to complete the obligations under the Contract.

7.0 APPLICABLE LAW AND JURISDICTION

All questions, disputes or differences arising under, out of or in connection with the Contract and the relationship of the Parties hereunder shall be governed by and interpreted in accordance with the laws of India (both procedural and substantive) and subject to CC clause 8, herein below, the Parties hereby agree to submit to the jurisdiction of the courts in Kolkata.

8.0 SETTLEMENT OF DISPUTES

8.1 It is incumbent upon the Agency to avoid litigation and disputes during the course of execution of the Contract. However, if any dispute(s), difference(s), claim(s) or question(s) arise out of or in connection with or relating to the Contract ("**Dispute**") between the Agency and the Owner, to the extent possible, effort shall be made in the first instance to resolve such Dispute amicably between the Parties by referring such Dispute to the General Manager/ HoD (Welfare), who within a period of fifteen (15) days after being requested by either Party to do so, shall give his decision in writing to the Parties.

8.2 In case such Dispute remains unresolved pursuant to the actions undertaken under CC clause 8.1 herein above, the said Dispute shall be referred to and settled by the Director (P&IR), CIL.

8.3 Save as hereinafter provided, such decision in respect of every Dispute so referred shall be binding upon, and shall forthwith be given effect to by, the Agency who shall comply with all such decisions, with

all due diligence.

8.4 Any Dispute which remains unresolved pursuant to the actions taken under the aforesaid clauses shall be submitted to final and binding arbitration at the request of any Party upon written notice to the other Party, and the following shall apply to such arbitration:

8.4.1 The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. All proceedings of such arbitration shall be in the English language and the seat, place and venue of arbitration shall be Kolkata, India;

8.4.2 The arbitral panel shall consist of a sole arbitrator to be appointed by the competent authority of the Owner;

8.4.3 The decision of the sole arbitrator shall be final and binding on the Parties; and

8.4.4 The Owner shall have the right to replace and appoint a new arbitrator in the event the arbitrator, appointed by it pursuant to CC clause 8.4.2, expires, neglects or refuses to act, resigns or is unable to act as a sole arbitrator for any reason whatsoever, or if his/ her award is set aside by the court for any reason

8.4.5 In case such dispute between CIL and Public Sector Enterprises (s) and Govt (s) Deptt(s) remains unresolved pursuant to the actions undertaken under CC clause 8.1 herein above, the said Dispute shall be resolved through the mechanism as detailed under Order no. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 of Department of Public Enterprises, Govt. of India, on the subject AMRCD dispute resolution mechanism of CPSE(s), brief of which stated below.

“In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 ”

8.5 Notwithstanding any disagreement, Dispute, protest, or proceedings arising directly or indirectly out of the Contract, the Agency shall at all times perform the Services in accordance with the Contract and shall not suspend performance of the Services on account of such disagreement, dispute, protest or proceedings.

9.0 TERMS & CONDITIONS OF PAYMENT

9.1 The Agency's quoted price for all supplies and services required under the Contract is inclusive of all incidental costs (such as cost of man hours spent in Owner's office/ Site during any data collection and discussion etc, all expenses for personnel services, visits, transport charges, cost of collecting required data etc., and all necessary services, materials, stationery, computer services, typing, printing, photocopying etc. to fulfill the requirement of the scope of work).

9.2 Payments shall be made only after signing of Contract Agreement and submission of following documents:

- a) Letter of Award (LOA) duly accepted by Agency,
- b) Contract Performance Guarantee (CPG) / Security Deposit as per CC clause 6.0 above,
- c) Any other document as specified in the LOA/ Contract, and
- d) Any documents, as prescribed under the relevant law, required by the Owner and/or subsidiary (ies) for availing input tax credit.

In general, payment will be made within twenty-one (21) days of the submission of specified documents, as per payment schedule given below, along with three (3) copies of the tax invoices (separately indicating basic price and GST), subject to the veracity of the bill/ invoice submitted by the Agency.

Payment Schedule: The payment against this contract shall be made on quarterly basis. The first quarterly bill for infrastructure for the period of service during 1st quarter, shall be raised at the end of 1st quarter after acceptance of infrastructure.

CIL will give acceptance certificate after deployment of One time implementation Solution as per technical specification as mentioned in Section-IV.

ii. The subsequent quarterly bills shall be raised along with the requisite documents at the end of each quarter and shall be settled after deducting penalty, if any, within 21 (twenty-one) days after receipt and acceptance of the same.

iii. Last quarterly bill shall however be settled after end of the contract period after adjusting all outstanding dues.

iv. No interest is payable on any amount whatsoever to Contractor/Service Provider.

v. The will be raised in the name of CIL.

9.3 E-Payment: The Owner shall make all the payments under the Contract to the Agency through payment system. The Agency shall open an account with banks having Core Banking Facility (CBS Branch) and fill in the enclosed Electronic Fund Transfer (EFT) Form at Annexure II.

9.4 Taxes and Duties

(i) The Agency shall be entirely responsible for payment of all taxes, duties, fees and other levies that are payable in respect of the Contract and the performance of the Services, except GST as applicable, which will be payable by the Owner/ respective subsidiary to the Agency.

(ii) No additional claim on account of any taxes, duties, fees and other levies or interest thereon shall be entertained by the Owner/ respective subsidiary except as provided in paragraph (iii) below.

(iii) If during the Contract Period (or any extension thereof, not being an extension for reasons attributable to the Agency) any new taxes are notified by the applicable statutory authority in India and such new taxes are applicable on the goods/ services, then such new taxes shall be to the Owner's account. No extra payment will, however, be made without presentation of supporting documents.

(iv) If it is statutory requirement to make deductions towards any taxes and duties, the same shall be made by the Owner and a certificate for the same shall be issued to the Agency. Agency will indemnify CIL and its subsidiaries for any tax loss suffered by CIL and/ or its subsidiaries due to any non-compliance of tax laws by Agency.

(v) All applicable taxes, duties including but not limited to custom duties, surcharges/ cess etc and other levies for all transactions under the Contract are included in the Contract Price, other than GST.

(vi) The Agency shall be solely responsible for the taxes that may be levied on the Agency's persons or on earnings of any of its employees and shall hold the Owner indemnified and harmless against any claims that may be made against the Owner in this regard. The Owner does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, 1961 for the Agency or his personnel. If it is obligatory under the provisions of the Indian Income Tax Act, 1961 deduction of income tax at source shall be made by the Owner.

(vii) All tax invoices to be raised by the Agency must be in compliance with the applicable Goods and Services Tax laws including the relevant acts, rules, regulations and notifications made thereunder (the 'GST Laws') and should bear the GSTIN number of the Owner and/or respective subsidiary on whom such invoices have been raised. The rate and amount of CGST & SGST, IGST, and GST (Compensation to state) cess, related to supply of goods and/or services, shall be shown separately in the tax invoices.

(viii) The CGST and SGST, IGST and GST (Compensation to state) cess, as applicable at the time of supply of goods and/or services, shall be paid extra against submission of proper tax invoice. Input Tax Credit (ITC) on GST is not available to the Owner on items/ services related to this tender / Contract Agreement.

(ix) The amount of CGST & SGST or IGST, GST (Compensation to State) cess, as indicated in the tax invoice shall be normally paid only when they appear in GSTR 2A of the Owner/respective subsidiary and the Agency has filed the valid return in accordance with the applicable provisions of the GST Laws. However, if Owner/respective subsidiary decides to pay the taxes before reflection of invoice in GSTR 2A, Owner/respective subsidiary reserves the right to recover the said taxes from the current bills or any other dues of the Agency, if such invoices are not reflected in GSTR 2A as per the provisions of the GST Laws.

(x) In the event of any additional tax liability accruing on the Agency to classification issue or for any other reason, the liability of the Owner/ respective subsidiary shall be restricted to the amount of GST charged on the original tax invoice issued by the Agency.

(xi) In the event of recovery of any claim towards LD charges, penalty, fee, fine or any other charges from the Agency, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the Agency against its bill/ invoice or any other dues to be recovered from the Agency.

9.5 Paying Authority: General Manager (Finance), Coal India Limited

10.0 Liquidated Damages (LD) for delay in Commencement

10.1 If the Agency fails to commence the work on or before the scheduled date of commencement as per the Timeline specified in clause 4.1 of Section IV-, it shall, without prejudice to any other right or remedy available under the applicable law to the Owner on account of such breach, pay as compensation/ liquidated damages ("LD") @ half percent (1/2%) of the Contract Price per week or part thereof, of delay. The aggregate of such compensation/ compensations, excluding GST as per clause 9.5(xii) of CC (Section-III) shall not exceed ten percent (10%) of the Total Contract Value. The amount of compensation may be adjusted or setoff against any sum payable to the Agency under the Contract

or any other contract with the Owner.

10.2 The Owner, if satisfied, that the works can be commenced by the Agency within a reasonable time after the specified time of commencement, may allow further extension of time at its discretion with or without the levy of LD.

10.3 The Owner, if not satisfied that the works can be commenced by the Agency, or in the event of failure on the part of the Agency to commence the work within further extension of time allowed by the Owner, the Owner shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the Contract.

10.4 The Owner, if not satisfied with the progress of the Contract and in the event of failure of the Agency to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the Contract.

10.5 In the event of such termination of the Contract as described in CC clauses 10.3 or 10.4 or both, the Owner, shall be entitled to recover LD up to ten percent of the Contract Price and forfeit the Security Deposit submitted by the Agency.

10.6 Notwithstanding the above, the total amount of penalty that may be levied by the Owner, as per this CC clause 10 shall not exceed ten percent of the Contract Price.

11.0 Delays in commencement, not attributed to Agency

1.1 In case the commencement is delayed due to any act or omission on the part of the Owner or due to any Force Majeure event, the Agency shall be given due extension of time for commencement of the work, to the extent such omission on the part of the Owner/ Force Majeure has caused delay in the commencement. The Nodal Officer shall consider the reasonableness or otherwise of the extension of time after discussion with all Parties. Detailed procedure for such time extensions is given below.

11.2 On happening of any events causing delay as stated, hereinafter, the Agency shall intimate immediately in writing to the Nodal Officer:

- a) Due to any reasons defined as Force Majeure.
- b) Non-availability of information/ documentation which the Owner is responsible for providing.
- c) Delay on the part of any third party engaged by the Owner not forming part of the Contract, holding up progress of the work.
- d) Non-availability of approvals in time, which are to be made available by the Owner, if any,
- e) Any other causes which, at the sole discretion of the Owner, is beyond control of the Agency.

11.3 The Agency may request the Owner/ Nodal Officer in writing for extension of time within fourteen days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The Owner may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work after obtaining competent approval. Such extension shall be communicated to the Agency in writing by the Owner through the Nodal Officer within one month of the date of receipt of such request. The Agency shall however make its best efforts to prevent the delay by putting its endeavors constantly as may be reasonably required of it to the satisfaction of the Owner/ Nodal Officer.

12.0 Force Majeure

12.1 "Force Majeure" shall mean any event beyond the reasonable control of the Owner or of the Agency, as the case may be, and which is unavoidable notwithstanding the reasonable care of the

Party affected and shall include, without limitation, the following:

- a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- c) sabotage, embargo, import restriction, epidemics, quarantine, and plague; or
- d) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lighting or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster immediately effecting project implementation.

12.2 If either Party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event. Any notice pursuant hereto shall include full particulars of:

- a) the nature and extent of the Force Majeure event which is the subject of any claim for relief under this clause with evidence in support thereof;
- b) the estimated duration and the effect or probable effect which such Force Majeure event is having or will have on the affected Party's performance of its obligations under the Contract;
- c) the measures which the affected Party is taking or proposes to take for alleviating the impact of such Force Majeure conditions/ events; and
- d) any other information relevant to the affected Party's claim.

12.3 The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered, or delayed. The time period shall be extended in accordance with CC clause 11.

12.4 The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfil its or their obligations, but without prejudice to either Party's right to terminate the Contract.

12.5 No delay or non-performance by either Party to the Contract caused by the occurrence of any event of Force Majeure shall:

- a) constitute a default or breach of the Contract; and
- b) (subject to CC clauses 12.2, 12.3, and 12.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance if, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.

12.5 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the Contract, a mutually acceptable solution would be found.

12.6 In the event of termination pursuant to CC clause 13 on "Foreclosure and Termination", the rights and obligations of the Agency and the Owner shall be as specified in CC clause 13

12.7 Notwithstanding CC clause 12.5, Force Majeure shall not apply to any obligation of the Owner to

make payments to the Agency under the Contract for the work done by the Agency till the time of occurrence of such Force Majeure event.

13 Foreclosure, Termination, Exit Management Plan and Continuation of Part Services:

13.1 Foreclosure of Contract in full or part

i. If at any time after issuance of the LOA, the Owner decides to abandon or reduce the scope of the work for any reason, whatsoever, the Owner, through Project Coordinator, shall give

a ninety (90) days' notice in writing to that effect to the Contractor/Service Provider, referring to this clause.

ii. Upon receipt of the notice of foreclosure under CC Clause No 13.1(i), the Contractor/Service Provider shall, either as soon as reasonably practical or upon the date specified in the notice of termination foreclosure, cease all further work, except for such work as the Owner may specify in the notice of foreclosure. for the sole purpose of protecting that part of the implementation already executed, or any work required to leave the Site in a clean and safe condition. In addition, the Contractor/Service Provider, subject to the payment specified in CC Clause No 13.1(iii), shall

a. The Contractor/Service Provider will not share any information/data with any third party and handover all such information/data in original form to the Owner at the date of termination/foreclosure.;

b. To the extent legally possible, as may be required by the Owner, deliver to the Owner all non-proprietary drawings, specifications, and other documents prepared by the Service Provider as of the date of termination of the Contract.

c. The Contractor will provide all necessary support and services for satisfactory exit of CIL from the contract as per CC Clause 13.3

iii. In the event of foreclosure of the Contract under CC Clause No 13.1 (i), the Owner shall pay to the Service Provider, as assessed and certified by GM System (CIL):

- The Contract Price, in such proportionate manner as is properly attributable to the parts of the Facilities executed by the Contractor/Service Provider as part of the Contract as of the time of termination/ foreclosure.

iv. The Contractor/ Service Provider shall, if required by the GM System (CIL), furnish to him books of accounts, papers, relevant documents as may be necessary to enable him to assess the amount payable in terms of CC Clause No 13.1(iii) above. The Contractor/ Service Provider shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

13.2 Termination for Service Provider's Fault

i. The Owner, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of thirty (30) days and its reasons therefore to the Service Provider, referring to this CC Clause No 13.2 (i):

a. if the Service Provider becomes bankrupt or insolvent, or if a liquidator, trustee in bankruptcy, custodian, manager, receiver, administrator, compulsory manager, provisional supervisor or similar officer is appointed in respect of the Service Provider or any of its assets, or if the Service Provider makes a general assignment for the benefit of, or enters into a re-organisation, arrangement, compromise or composition with its creditors, or if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation), or if a petition is presented or filed or an application is made in respect of the Service Provider before any relevant authority for/ seeking the bankruptcy, winding-up, administration, insolvency, liquidation or dissolution of the Service Provider, or if an insolvency resolution process under the (Indian) Insolvency and Bankruptcy Code, 2016 is commenced in respect of the Service Provider, or if the Service Provider takes or suffers any other analogous action in consequence of debt;

b. if the Service Provider assigns or transfers the Contract or any right or interest therein in violation of the provision of CC Clause No 29 on "Assignment"; or

c. if the Service Provider, in the judgment of the Owner, has engaged in Prohibited Practices in competing for or in executing the Contract, including but not limited to wilful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and / or licenses from the owner of such, hardware, software, or materials provided under the Contract.

ii. If the Service Provider:

a. has abandoned or repudiated the Contract;

b. has without valid reason failed to commence Service promptly;

c. has failed to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause; or

d. refuses or is unable to provide sufficient Materials, Services, or labour to execute to provide the Service;

e. If the CSP is no more empanelled with MeitY for providing cloud computing services to government departments / PSUs

f. If CSP does not maintain mandatory STQC Audit status during the currency of the contract

Then, Owner may, without prejudice to any other rights it may possess under the Contract, give a notice to the Service Provider stating the nature of the fault and requiring the Service Provider to remedy the same. If the Service Provider fails to remedy or to take steps to remedy the same within thirty (30) days of its receipt of such notice, then the Owner may terminate the Contract forthwith by giving a notice of termination to the Service Provider that refers to this CC Clause No 13.2(ii).

iii. Upon receipt of the notice of termination under CC Clauses No 13.2 (i) or 13.2 (ii), Service Provider shall, upon such date as is specified in the notice of termination:

a. Cease all further work, except for such work as the Owner may specify in the notice of termination;

b. Deliver to the Owner all drawings, specifications, and other documents prepared by the Service Provider as at the date of termination in connection with the Service.

c. The Contractor will provide all necessary support and services for satisfactory exit of CIL from the contract as per CC Clause 13.3

v. Subject to CC Clauses No 13.2(vi), the Service Provider shall be entitled to be paid the Contract Price, in such proportionate manner, as is attributable to the portion of the Work completed as at the date of termination Any sums due to the Owner from the Service Provider accruing prior to the date of termination shall be deducted from the amount to be paid to the Service Provider under the Contract.

v. If the Owner completes the Work, the cost of completing the Work by the Owner shall be determined. If the sum that the Service Provider is entitled to be paid, pursuant to CC Clauses No 13.2(v), plus the reasonable costs incurred by the Owner in completing the Work exceeds the Contract Price, the Service Provider shall be liable for such excess. If such excess is greater than the sums due to Service Provider under CC Clauses No 13.2(v), the Service Provider shall pay the balance to the Owner, and if such excess is less than the sums due to the Service Provider under CC Clauses No 13.2(v), the Owner shall pay the sums due to the Service Provider after deducting the excess amount. The Owner shall be solely entitled to decide upon the sums and the manner in which such sums shall be paid In case the Owner is unable to complete the work as per the CC Clauses No 13.2(vi) the loss/ damage suffered, if any, by the Owner shall be assessed and determined by the Owner and the same will be recovered from the Service Provider. If such amount excess of the Security Deposit left with the Owner, the Service Provider shall be called upon to pay the same, on demand.

13.3 Exit Management Plan

IT infrastructure support being provided under this contract is a critical business activity and its continuity is crucial for running of the business. As such, exit from the contract, for whatever, reasons needs to be a planned exit to ensure that there is no disruption of service and the smooth migration takes place to an alternate Service Provider.

Service Provider shall provide the Owner with an Exit Management Plan which shall deal with the

processes to be followed on completion of the Service. Such Exit Management Plan shall be submitted by the Service Provider with Part – I Techno-Commercial Offer, and the same will be approved by the Owner or its nominated agencies. Approved Exit Management Plan shall become part of the Contract Documents.

Exit Management Plan should include the following Clauses

- A. The CSP/MSP shall not delete any data at the end of the agreement (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of the Owner. Any cost for retaining the data beyond 45 days shall be paid to the Service Provider based on the cost indicated in the commercial quote.
- B. The CSP/MSP shall be responsible for providing the tools for import / export of VMs & content and the CSP/MSP shall be responsible for preparation of the Exit Management Plan and carrying out the exit management / transition
- C. The CSP/MSP shall provide the Owner or its nominated agency with a recommended exit management plan ("Exit Management Plan") or transition plan indicating the nature and scope of the CSP/MSP's transitioning services. The Exit Management Plan shall deal with the following aspects of the exit management in relation to the Agreement as a whole or the particular service of the Agreement:
 - i. Transition of Managed Services
 - ii. Migration from the incumbent cloud service provider's environment to the new environment
- D. The CSP/MSP is responsible for both Transitions of the Services as well as Migration of the VMs, Data, Content and other assets to the new environment.
- E. The CSP/MSP shall carry out the migration of the VMs, data, content and any other assets to the new environment created by the Owner or any other Agency (on behalf of the Owner) on alternate cloud service provider's offerings to enable successful deployment and running of the Government Owner's solution on the new infrastructure.
- F. The format of the data transmitted from the cloud service provider to the new environment created by the Owner or any other Agency should leverage standard data formats (e.g., OVF...) whenever possible to ease and enhance portability. The format will be finalized by the Government Owner.
- G. Transitioning from the CSP/MSP including retrieval of all data in formats approved by Owner
- H. The CSP/MSP shall ensure that all the documentation required by the Owner for 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 the Owner during regular intervals as well as during the exit management process.

I. The CSP/MSP will transfer the organizational structure developed during the Term to support the delivery of the Exit Management Services. This will include:

i. Document, update, and provide functional organization charts, operating level agreements with Third-Party contractors, phone trees, contact lists, and standard operating procedures.

ii. Transfer physical and logical security processes and tools, including cataloguing and tendering all badges and keys, documenting ownership and access levels for all passwords, and instructing Owner or its nominee in the use and operation of security controls.

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

i. Prepare documents to explain design and characteristics.

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

iii. Briefing sessions on process and process Documentation.

iv. Sharing the logs, etc.

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

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

K. Transfer know-how relating to operation and maintenance of the software and cloud services.

L. **The exit management plan** has to be updated every quarter and submitted to CIL and should include any new projects provisioned on the infrastructure.

The Exit Management Plan should cover the following scenarios:

a) Foreclosure/ Termination as per clause 13.1

b) Foreclosure/ Termination as per clause 13.2 due to deficiency in the CSP infrastructure

c) Foreclosure/ Termination as per clause 13.2 due to deficiency in MSP services

14.0 Assignment

The Agency shall not, without the prior written consent of the Owner, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under.

15.0 Limitation of Liability of Agency

Except in cases of criminal act or gross negligence or willful misconduct,

- a. Agency shall not be liable to the Owner, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs;
- b. The aggregate liability of Agency to the Owner, whether under the contract, in tort or otherwise including the cost of repairing the implemented solution, shall not exceed the 100% of the Total Contract Value plus escalation, provided that this limitation shall not apply to any obligation of the Agency to indemnify the Owner/ its subsidiaries under the Contract.

Loss of or Damage to Property; Accident or Injury to Workers; Indemnification

The Agency shall in addition to any indemnity provided by law, indemnify and hold harmless the Owner, its subsidiaries and their respective directors, employees, officers and agents from and against any and all suits, actions or administrative proceedings, claims demands, losses, damages, costs, charges and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury to any person or loss of or damage to any property, arising in connection with the execution of Facilities and by reason of the negligence of the Agency or its sub-Agencies, or other employees, officers or agents, except any injury, death or property damage caused by the negligence of the Owner, its Agencies, employees, officers or agents.

16.0 Severability

If any portion of the Contract is determined to be illegal, invalid or unenforceable, for any reason, then, insofar as is practical and feasible, the remaining portions of the Contract shall be deemed to be in full force and effect as if such invalid, illegal or unenforceable portions were not contained herein.

17.0 Binding Effect

The Contract shall be binding upon and shall inure to the benefit of the Owner and the Agency, and the respective successors, permitted assigns and personal representatives, if any, of each Party.

18.0 Survival

Notwithstanding anything to the contrary written in the Contract, the rights, liabilities and obligations of the Owner and the Agency which by their very nature survive termination shall survive termination or completion of the Contract; and any termination or expiry of the Contract shall be without prejudice to the rights and obligations of the Parties which have accrued prior to such termination or expiry.

19.0 Entire Agreement/ Waiver

19.1 The Contract sets forth the entire agreement between the Owner and the Agency, and supersedes all communications, negotiations and agreements (whether written or oral) of Parties with respect thereto made prior to the date of execution of the Contract Agreement and such communications, negotiations and agreements shall not affect or modify any of the terms or obligations set forth in the Contract, except as the same may be made part of the Contract in

accordance with its terms, including the terms of any of the Contract Documents.

19.2 None of the provisions of the Contract shall be considered waived by either the Owner or the Agency unless any of them gives such waiver in writing to the other. No such waiver shall be of any past or future default, breach or modification of any terms, provisions or conditions of the Contract unless expressly set forth in such waiver. Without prejudice to the foregoing, none of the following shall release the Agency from any of the warranties or obligations under the Contract or be deemed a waiver of any right or remedies as to any prior or subsequent default in accordance with the Contract:

- a. Failure by the Owner to insist upon strict performance of any terms or conditions of the Contract; or
- b. Failure or delay by the Owner to exercise any rights or remedies provided herein or under applicable law; or
- c. Failure by the Owner to properly notify the Agency in the event of breach, except for any breach which according to provisions of the Contract has to be notified.

20.0 Intellectual Property Rights (IPR)

20.1 In order to perform the Services, the Agency must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, copyrights, trademarks, names or other protected/ proprietary rights and shall keep the Owner harmless and indemnify the Owner from and against any third party claims, proceedings, damages, penalties, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of the said patents, registered models, trademarks, names or legally protected/ proprietary rights.

20.2 All documents, materials, reports, information, data etc as may be collected by the Agency, or which shall at any time come into the possession of the Agency, during the course of providing Services or in connection with the scope of work under the Contract or Bid Documents, shall be submitted to the Owner on completion of the contract period.

20.3 Agency shall not be entitled either directly or indirectly to make copies or otherwise make use of the documents, reports given by the Owner for carrying out of any services with any third parties.

20.4 Agency shall not, without the prior written consent of the Owner, be entitled to publish studies or descriptive article, with or without illustrations or data in respect of or in connection with the performance of Services.

20.5 No Services covered under the Contract shall be sold or disposed by the Agency in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Agency shall indemnify the Owner, from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Agency/ Service Provider, and the Owner shall be defended in the defense of any proceedings which may be brought in that connection.

20.6 Waiver of moral rights: The Agency further waives and relinquishes, in perpetuity, exclusively to and in favour of the Owner, all residual rights, including moral rights in the developed work, report and data etc in connection with the Contract.

21.0 Third Party Software:

Any third-party software used by the Agency as part of the offered services, must not be under

litigation for any Intellectual Property Rights infringement or title ownership or any other violation, at the time of the signing of the Contract Agreement.

22.0 Objections and Removals:

22.1 The Owner may, by notice to the Agency, object to any representative or person employed by the Agency in the execution of the Contract/Services who has been found to be prima facie guilty of any corrupt or fraudulent act or misbehavior. The Owner shall provide evidence of the same, whereupon the Agency shall forthwith remove such person from work under the Contract.

22.2 If any representative or person employed by the Agency is removed in accordance with CC clause 22.1, the Service Provider shall appoint a replacement having the requisite expertise and qualifications within fifteen (15) days of such removal.

23.0 Sub-contracting:

The bidder shall not be permitted to subcontract its obligations under the contract, the Owner expects the Bidder to execute the entire project with its own resources.

24.0 Merger, Acquisition or Divestitures of the Agency:

In case of merger, acquisition or divestiture of the Agency, the acquiring, resulting or transferee company shall be bound by the terms and conditions of the Contract during the Contract Period and for a period of at least 180 days from the date of completion of the project or till the closure of the contract, at no additional cost to the Owner.

25.0 Signing of the Contract Agreement

The Contract Agreement will be signed in 2 (two) originals on non-judicial stamp paper of appropriate value within 30 (thirty) days of issue of Notification of Award / Letter of Award and the successful bidder shall be provided with one signed copy of original Contract Agreement and the other will be retained by CIL. The Contract Agreement shall be executed between the successful bidder (as determined under clause 12.0 above) and the Owner through their respective authorised representatives.

26.0 Amendment

No amendment or other variations of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each Party to the Contract.

Section IV
Technical Scope of Work

Section IV: TECHNICAL SCOPE OF WORK

Onsite Support

1 Full time onsite engineer
6 days a week onsite in General Shift (9:30 AM to 5:30 PM)

Technical Qualifications

- Valid RHCE or Equivalent
- Valid 1 X CSP certified on the offered cloud
- B.Tech

Experience

- Strong working experience with Linux Systems Administration and Troubleshooting with good knowledge of Linux internals.
- Fully aware of the DevOps cycle with hands-on on deployment models to the cloud.

Job Responsibilities

- Will report to GM System
- Ensuring reliability of applications as per SLA
- Raising support tickets for issues raised over email / phone and follow through with CSP/MSP Support
- System/Network Troubleshooting

Other Terms

MSP Shall provide a replacement engineer with similar Qualifications and Experience in case the resident engineer goes on leave or exitson the same day.

In case of Change of Personnel Service Provider shall appoint a permanent **replacement having the requisite expertise and qualifications within Forty Five (45) days of such removal.**

MSP Scope of work

The Bidder shall have to perform the following activities as per the scope of work given below, but not limited to: -

- 1) The Bidder will be responsible for provisioning of required cloud infrastructure and services as listed in the Bill of quantity based on Coal India's requirement from time to time. The Bidder will examine the application landscape that needs to be hosted on cloud infrastructure. This activity may enable the Bidder to gauge the application workload requirements before provisioning the respective cloud infrastructure/Services.
- 2) CIL Expects the MSP to support CIL through the Back end teams, onsite Engineer to coordinate all actions and Support
- 3) Bidder can only supply services from one cloud service provider (CSP) during the entire tenure of the contract. Split services from different CSPs are not allowed. The bidder shall not be permitted to subcontract its obligations under the contract.
- 4) The Bidder shall be responsible for provisioning, monitoring and management of all cloud infrastructure / services.
- 5) The Bidder shall support the respective application teams for deployment Coal India's projects mentioned, on the cloud infrastructure.
- 6) Bidder shall support application teams in pushing Logs, alerts, metrics to the CSP monitoring/logging Services at Application, OS Levels
- 7) The Bidder will be responsible for provisioning of requisite network infrastructure and connectivity to ensure accessibility of the cloud servers / virtual machines/ Platform services as per defined SLAs.
- 8) The Bidder shall have monitoring tools for measuring the service levels, application performance & utilization for servers, storage and network. The tool shall be capable of providing the exact utilization of servers and shall be able to generate per day, per month and per quarter utilization reports based on which the payments will be made to the Bidder. Bidder should also provide access of this tool to Coal India.
- 9) The Bidder shall be responsible for ensuring security of cloud services and infrastructure from any threats and vulnerabilities
- 10) The cloud infrastructure / service provisioned by the Bidder must be scalable and flexible. Coal India shall be able to add/reduce cloud infrastructure / services on demand basis.
- 11) The Bidder should provide metering and billing to provide service assurance for maintenance & operations activities. Detailed user level or user group level auditing, monitoring, metering, accounting, quota and show-back information is essential for the cloud platform to be offered.
- 12) Upgrades: Any required version / software / hardware upgrades, patch management etc. provided by the Bidder / CSP will be managed by the Bidder for the entire contract period at no extra cost to Coal India. Bidder to consult / inform Coal India before doing any upgrade and share detailed report of associated services / functionalities which may get impacted due to the upgrade.
- 13) On expiration / termination of the contract, Bidder will need to handover complete data in the desired format to Coal India which can be easily accessible and readable without any additional cost to Coal India. Data so received should be transportable to any other Public/Private cloud.
- 14) MIS Reports: Bidder shall submit the reports on a monthly basis in a mutually decided format. The Bidder shall workout the formats for the MIS reports and get these approved by Coal India after awarded the contract. The following is only an indicative list of MIS reports that may be submitted to Coal India
 - a) Weekly Reports
 - I. Summary of systems rebooted.
 - II. Summary of issues / complaints logged with the OEMs.
 - III. Summary of changes undertaken for the cloud services including major changes like configuration changes, patch upgrades, etc. and minor changes like log truncation, volume

expansion, user creation, user password reset, etc.

b) Monthly Reports

- I. Component wise server as well as virtual machines availability and resource utilization.
- II. Consolidated SLA / Non- conformance report.(An annexure report of financial impact due to non-compliance as per SLAs is to attached)
- III. Summary of component wise uptime.
- IV. Log of break-fix / preventive / scheduled maintenance undertaken.
- V. All relevant reports required for calculation of SLAs.
- VI. Any security incidents.

c) Quarterly Reports

- I. Consolidated component-wise availability and resource utilization.
- II. All relevant reports required for calculation of SLAs.
- III. The MIS reports shall be in-line with the SLAs and the same shall be scrutinized by Coal India.
- 15) Bidder shall deploy sufficient manpower suitably qualified and experienced in shifts to meet the defined SLA.
- 16) Bidder should develop reusable scripts to automate the process of infrastructure (like virtual machines, storage and network etc.) deployment and subsequent configuration for various use cases at no additional cost.
- 17) All infrastructure management actions are to be taken through Infrastructure as Code. CIL authorization is needed for Choice of automation tools,
- 18) if proprietary tools are used enterprise support shall be delivered by the MSP at no additional Cost,
- 19) All code delivery shall undergo quality assurance (QA) testing, ISO 27001 Standard Compliance testing and any procedures and policies outlined by CIL or Govt of India as necessary, and comprehensive documentation should be maintained for the same.
- 20) All Infrastructure code should be version controlled, and tools should be deployed for Drift Detection from the latest Version of Code
- 21) Continuous Integration/Continuous Deployment (CI/CD) to be achieved for Infrastructure code with automated testing and Deployment from Dev to Staging and Production
- 22) Customer will not make any additional payment towards accommodation and traveling.
- 23) Onsite resource will be responsible for cloud infrastructure / service deployment, migration, coordination with application stakeholders, specific troubleshooting or other planning tasks etc. required by Coal India.
- 24) Bidder should be an authorized MSP with the CSP proposed. They should be having a letter of Authorization from the CSP. Coal India has the option to replace the Bidder, in the event of bidder going bankrupt/insolvent/unable to perform its obligations.
- 25) In case of any issue in the application, Bidder will be the single point of contact for the issue. Bidder will be responsible to isolate the issue and coordinate with concerned with team / application vendor for required support to resolve the issue in consultation with Coal India as per SLA.
- 26) Bidder should provide 24X7 ticketing system to logging & tracking of incidents /changes.
- 27) The support cost quoted by the Bidder should include all cost towards monitoring, management and support the cloud infrastructure / services etc.
- 28) The support (Proactive & Reactive) should be offered through a combination of channels viz. telephonic, remote or onsite support (if situation warrants) as per defined SLAs.
- 29) Any additional tools/software used during the project and support (i.e. in addition to the BOM) must be clearly discussed and approved by Coal India and the cost of the same must be solely incurred by the Bidder.
- 30) Unless otherwise mentioned, backup recovery / restoration time for applications will be as per RPO.
- 31) The Bidder shall submit a well-defined plan for backup and recovery including processes and procedures etc. related to recovery or continuation of services
- 32) Detailed description of Managed Services to be provided by the bidder, but not limited to the following:

Activity
I Provisioning and Setup of Cloud Services

II Operations & Maintenance of Cloud services
III Managed Services Scope Per Technology Component
IV Scope for Maintenance and troubleshooting of Applications
V One Time Implementation

I Provisioning and Setup of Cloud Services:

- a) The MSP shall be responsible for migration of applications on Cloud & provisioning of required software, infrastructure, bandwidth, licenses and management of services deployment and hosting of the web application and the projects mentioned in the scope. It will be required to adequately and optimally size the necessary compute, memory, storage and platform services, to build the minimum sufficient redundancy into the architecture (including storage) and load balancing to meet the service levels mentioned in the RFP at all times. The hosting solution must be designed for rapid elasticity and handle hardware failures without downtime. In addition to the production environment, the MSP shall also provision for the test and development environments on the cloud.
- b) The hosted solution is required to be a multi-site deployment, across geographically disparate sites, with Active-Active configuration to ensure fault-tolerance and therefore, provide business continuity. In case of failure, automated processes should shift application traffic to the redundant hosts.
- c) The MSP needs to carry out the capacity planning in advance, in consultation with COAL INDIA to identify & provision, where necessary, the additional capacity to meet the user growth and / or the peak load requirements to support the scalability and performance requirements of the solution.
- d) Administrative tasks as a part of this - Creating user accounts, providing access, creating batch jobs, maintaining instance parameters, Maintaining DB, App server links, storage management

II Operations & Maintenance with optimization of cloud services:

Resource Management-

- a) MSP should offer cloud services from CSPs Meity Empanelled India Data Centre and must ensure that COAL INDIA data resides only in India.
- b) While the initial sizing & provisioning of the underlying infrastructure may be carried out based on the information provided in the RFP, subsequently, it is expected that the MSP, based on the growth in the user load (peak and non-peak periods; year-on-year increase), will scale up or scale down the compute, memory, and storage as per the performance requirements of the solution and meet the SLAs using the auto-scaling features provided by the CSP.
- c) In addition to auto-scaling, for any major expected increase in the workloads, carry out the capacity planning in advance to identify & provision, where necessary, the additional capacity to meet the user growth and / or the peak load requirements to support the scalability and performance requirements of the solution.
- d) The scaling up / scaling down (beyond the auto-scaling limits or whenever the autoscaling limits have to be changed) has to be carried out with prior approval by COAL INDIA. The Service Provider shall provide the necessary details including the sizing calculations, assumptions, current workloads & utilizations, expected growth / demand and any other details justifying the request to scale up or scale down.

Patch & Configuration Management-

- a) Bidder shall provide managed service for system patch and configuration management.
- b) Critical security patches are applied as needed, or when updates or patches are released from OS vendors.
- c) Bidder must ensure patch and updates applies in a timely and consistent manner to minimize the impact on business.

User Administration

- a. Implement Identity and Access Management (IAM) that properly separates users by their identified roles and responsibilities, thereby establishing least privilege and ensuring that users have only the permissions necessary to perform their assigned tasks.
- b. Administration of users, identities and authorizations, properly managing the root account, as well as any Identity and Access Management (IAM) users, groups and roles they associated with the user account
- c. Securely control users access to Cloud services using a range of security credentials including passwords, key pairs. Offer fine-grained access controls including, conditions like time of the day, originating IP address, use of SSL certificates, or authentication with a multi-factor authentication device.
- d. Provide a mechanism to test the effects of access control policies that are attached to users, groups, and roles before committing the policies into production. Support a policy validator to automatically examine non-compliant access control policies.
- e. Implement multi-factor authentication (MFA) for the root account, as well as any privileged Identity and Access Management accounts associated with it.

Mandatory Network & Security Requirements

- a. Virtual Firewall VM Level & Subnet Level Allow / Deny inbound & outbound traffic.
- b. DDoS Protection: Managed DDoS protection service that defends against most common, frequently occurring network and transport layer DDoS attacks that target web site or applications. When used with Content Delivery Network and global DNS service, should provide comprehensive availability protection against all known infrastructure (Layer 3 and 4) attacks. Should provide always-on detection and automatic inline mitigations, minimize application downtime and latency.
- c. Identity and Access Management (IAM) that allows controlling the level of access to the users to the CSPs infrastructure services. With IAM, each user can have unique security credentials, eliminating the need for shared passwords or keys and allowing the security best practices of role separation and least privilege.
- d. Virtual Private Cloud with Private Subnets and Built-in Firewalls to control how accessible the VMs are by configuring built-in firewall rules.
- e. Data Encryption: Client Side and / or Server-Side Encryption as required
- f. Centralized Key Management Service Create and Control the Encryption keys
- g. Web Application Firewall to protect from attacks by filtering traffic based on rules that you create. Filter web requests based on IP addresses, HTTP headers, HTTP body, or URI strings, which allows you to block common attack patterns, such as SQL injection or cross-site scripting.
- h. Managed Threat Detection Service: Continuously monitor for malicious or unauthorized behavior to help you protect the workloads. It should monitor for activity such as unusual API calls or potentially unauthorized deployments that indicate a possible account compromise. The service should also detect potentially compromised instances or reconnaissance by attackers.

Security Administration

- a. Appropriately configure the security groups in accordance with the COAL INDIA's networking policies
- b. Regularly review the security group configuration and instance assignment in order to maintain a secure baseline.
- c. Secure and appropriately segregate / isolate data traffic/application by functionality using DMZs, subnets etc.
- d. Ensure that the cloud infrastructure and all systems hosted on it, respectively, are properly monitored for unauthorized activity.
- e. Conducting regular vulnerability scanning and penetration testing of the systems, as mandated by COAL INDIA's policies using CSP Tools if available.
- f. Review the audit logs to identify any unauthorized access to COAL INDIA's systems.
- g. Bidder should provide the Management console to monitor the security events, real time traffic monitoring, Real time troubleshooting.
- h. The MSP is required to provide an approach/methodology of the ISO 27001 ISMS, ISO 20000 standards, implement for the proposed solution under the RFP response and manage the same on an on-going basis.
- i. CSP Tools are to be utilized for adhering to the above standards and where 3rd party tools are required MSP to propose the necessary Requirements to CIL.

Monitoring Performance and Service Levels

- a. Provide and implement tools and processes for monitoring the availability of assigned applications, measuring the service levels, application/Severs/Storage/Network performance and utilization responding to system outages with troubleshooting activities designed to identify and mitigate operational issues. The tool shall be capable of providing the exact utilization of servers and shall be able to generate per day, per month and per quarter utilization reports based on which the payments will be made to the
 - b) Bidder.
 - c) Reviewing the service level reports, monitoring the service levels and identifying any deviations from the agreed service levels.
 - d) Monitoring of service levels, including availability, uptime, performance, application specific parameters, e.g. for triggering elasticity, request rates, number of users connected to a service.
 - e) Detecting and reporting service level agreement infringements.
 - f) Monitoring of performance, resource utilization and other events such as failure of service, degraded service, availability of the network, storage, database systems, operating Systems, applications, including API access within the cloud service providers boundary.

Usage Reporting and Billing Management

- a) Track system usage and usage reports.
- b) Monitoring, managing and administering the monetary terms of SLAs and other billing related aspects
- c) Provide the relevant reports including real time as well as past data/information/reports for COAL INDIA to validate the billing and SLA related penalties.

Business Continuity Services (Disaster Recovery)

- a) Provide business continuity services from secondary site with 100% capacity in case the primary site becomes unavailable.
- b) Compute and Storage resources should be highly available with auto recovery from hardware failures without any manual intervention.
- c) Storage should be highly available, reliable, and durable, replicating data across multiple servers in a data center to prevent the loss of data from the failure of any single component.
- d) Robust backup strategy should be in place offering image and data restoration options.

e) Backup needs shall be Determined per application and Shall have to be automated like the rest of the Infrastructure

Support for third party audits and Compliance

- a) Enable the logs and monitoring as required to support for third party audits like ISO 27001
- b) Enable third party vulnerability assessment and penetration testing as on when required.
- c) Audit: Capability to provide and record logs of all user activity within a cloud environment including actions taken through the CSPs Management Console, CSPs SDKs, command line tools, and other CSP services. The recorded information includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters, and the response elements returned by the Cloud service. The API activity history should be delivered within a reasonable timeframe (<30 minutes) from the time API call is made. Capability to support storing log files in a durable and inexpensive storage solution.
- d) Network logs: Capability to capture information about the IP traffic going to and from network interfaces in your Private Cloud that can be used to troubleshoot why specific traffic is not reaching an instance, or as a security tool to monitor the traffic that is reaching your instance.
- e) Governance and Compliance: Capability to discover all of cloud resources and view the configuration of each. Continuously monitor and record your Cloud resource configurations and allows you to automate the evaluation of recorded configurations against desired configurations. Receive notifications each time a configuration changes, as well as dig into the configuration history to perform incident analysis. Capability to obtain details of what a resources configuration looked like at any point in the past. Capability to notify every configuration change so customers can process these notifications programmatically.

Miscellaneous

- a. Successful Bidder to ensure that the Landing cloud infrastructure(CIDR for Network will be shared by CIL) for the application is deployed within 15 days of award of the contract.
- b. Bidders to share Resource Provision Authority with CIL teams or its Authorized Vendors with Audit Trail Enabled within 15 Days of award of contract
- c. Bidder to Advise COAL INDIA on optimal operational practices, recommend deployment architectures for cloud infrastructures, design and implement automated scaling processes, day-to-day and emergency procedures, deploy and monitor underlying cloud services, performance reporting and metrics, and ensure the overall reliability and responsive operation of the underlying cloud services through both proactive planning and rapid situational response.
- d. Interface with the Cloud Service Provider(s) on behalf of COAL INDIA for all activities including monitoring the reports (e.g., usage, security, SLA,), raising (or escalating) tickets / incidents and tracking the same to resolution.
- e. Prepare a comprehensive O&M plan for managing the cloud services and keep it updated with any changes during the course of the project.
- f. Create and maintain all the necessary technical documentation, design documents, standard operating procedures, configurations required to continued operations and maintenance of cloud services.
- g. as CIL may decide to undergo Certifications for ISO 27001 and ISO 20000 the MSP will at all times maintain the necessary documentation for the same ie., Statement of Applicability and conduct the precertification audit of the Cloud Environment at no additional cost.
- h. Project Manager of the MSP shall be Physically present for the Management Review Meetings necessary for Getting the certifications and Maintaining the same for the contractual period. CIL will not make any additional payment towards accommodation and traveling.
- i. Bidder must provide Escalation Matrix of Telephone Numbers for Service Support. or Service
- j. Bidder to provide CSP Email and contact details.
- k. Bidder will be responsible for managed services of the respective software.
- l. Unless other mentioned, Bidder should ensure encryption for the data at rest and in transit and follow security guidelines as directed by Coal India security policy.

- m. Bidder shall be accountable and responsible for any lapses in the deliverables and shall be penalized accordingly as per SLA mentioned below.
- n. Bidder shall also be able to meet the any new security requirements as specified by Coal India auditor during the period of the contract.
- o. Bidder should be capable of supporting audit with features such as what request was made, what is the source IP address from which the request was generated, who made the request, timestamp, etc.
- p. Coal India may seek right to perform remote audits / review through management console of the provisioned cloud environment through a third-party auditor appointed or authorized by MeitY/Gol. Coal India will notify the Bidder in advance regarding the same.
- q. All Updates/Upgrades/Version changes offered through CSP Channels are in scope for the Bidder. Prior Intimation is to be Given to CIL for such changes which can effect Applications or Middleware for carrying out Dependency Checks.
- r. Bidder shall only provision Solutions offered by the CSP, Requirements for 3rd Party Tools shall be assessed by CIL. If 3rd Party Tools are necessary for Maintaining Necessary Security Controls Bidders are to give the Technical Specifications
- s. for migration and load testing phase CIL will accommodate the pre-requisites from the MSP including but not limited to:
 - Access to architecture and SOP's
 - Migration assesment study and access to application stakeholders
 - Existing environment details including infra and support issues
 - Prototyping and Load testing on the target environment
 - Shadow period with support from existing teams and relaxed SLA's

III Managed Services Scope Per Technology Component

Virtual Machines/Infrastructure Services

- a) Provisioning, installation, Configuration, Commissioning/De-commissioning and Management of the Virtual Machines and provide User Department the access to the same via secured web browser / Command Line Interface.
- b) CSP VM provision and Configuration updates/additions/removals
- c) CSP resource management: -, tagging and resource control.
- d) CSP VM Monitoring
- e) Troubleshooting of reported problems stemming from the CIL, a system generated error or review of activity log
- f) Creation of new automated scale up/down definitions in response to traffic / CPU / Memory Utilisation
- g) Performance management of CSP VMs
- h) Manage patches and updates of CSP VMs and Operating systems as per the guidance of Principal (Microsoft, RHEL, Ubuntu and other flavours Operating Systems)
- i) Housekeeping activities (Disks clean up and resizing, OS file system modifications, permission modifications & access management)
- j) Configuration, addition, removal, consolidation, of file systems
- k) CSP VMs cost management.
- l) Monthly reporting

Networking

- a) Creation of Virtual Cloud Networks
- b) Subnet creation (CIDR)
- c) Configuration of route tables gateways
- d) Troubleshooting and issue fixing in cloud networking
- e) Access control configurations, policy modifications to maintain secured communications between networks and Resources

- f) Network utilization monitoring and configurations
- g) Reporting

Database

- a) Setting up, installation, configuration, management, upgradation and migration of Database Servers.
- o Configuring, monitoring and regularly reviewing the security services / configurations for the
- b) workloads deployed on Cloud.
- c) Database User Account Management, Database Administration, Creation of Data Dictionary, Structure and Views.
- d) DB instances monitoring and management
- e) Session Management
- f) Performance fine tuning
- g) HA configurations
- h) Report generation
- i) DB log management
- j) Backup and restore
- k) DB schedule tasks
- l) Listing and reading files
- m) Creation of new instances upon request.
- n) Replication configurations of DBs for DR
- o) Reporting

Storage

- a) Provisioning of scalable storage capacity as per requirements of the User Department and availability of services.
- b) Creation of storage accounts
- c) Configuration and monitoring of Storages
- d) Log monitoring
- e) Creation of new volumes.
- f) Storage utilization monitoring, management and carrying out housekeeping activities.
- g) Snapshot creation if required.
- h) Storage level replication for DR
- i) Backup policy creation based on CILs requirement and backup job monitoring
- j) Carrying out restore activities
- k) Archival and retention management.
- l) Reporting

Monitoring services

- a) Monitoring of the storage space/IOPS against the defined threshold limits on regular basis, Configure cloud server nodes with the help of storage area network.
- b) Monitoring of Service Ports, Server performance, CPU, RAM, DISK.
- c) Monitoring performance, resource utilization and other events such as failure of service, degraded
- d) service, availability of the network, storage, database systems, operating Systems, applications, including API access.
- e) Monitoring Daily, weekly, monthly backup jobs as per schedule and during any unsuccessful backup the incident management process and procedures should be invoked.
- f) Performing regular health checks of VMs, Storage, N/w links, etc.

- g) Reviewing the service level reports, monitoring the service levels and identifying any deviations from the agreed service levels.
- h) Implementing necessary tools to monitor the root cause for performance degradation of any applications.

Reporting services

- a) Providing relevant reports including real time as well as past data/information/reports.
- b) Providing logs of backup and restoration undertaken report.
- c) Preparing Monitoring Reports, SLA Reports, Backup Reports, VMs Status report.

Backup

- a) Providing relevant tools and services for backup, migration and replication of applications / data.
- b) Configuring, scheduling, monitoring and managing backups of all the data including but not limited to files, images and databases as per the policy finalized by CIL.
- c) Administration, tuning, optimization, planning, maintenance, and operations management for backup and restore.
- d) Provisioning of capacity for backup and restore, as required.

Security Services

1. Resolve Security violations per CIL . policies
2. Review all Security patches relevant to the IT environment and classify the need and speed in which the Security patches should be installed as defined by Security policies and Change Management Install Security patches per CIL .s Change Management process and procedures including acquiring required CIL . approval
3. Maintain all documentation required for Security assessments, audits and internal control and control testing
4. Place and support systems with particularly sensitive data in controlled access areas. Only End-Users with current, authorized access permission are allowed to enter these areas
5. Allow Security Audits by CIL . or CIL . appointed Third Party
6. Provide CIL . access to security reporting and monitoring systems and data
7. Data Security consists of the activities associated with the classification, management, security, encryption of sensitive/confidential data and the storage of media containing that data.
8. Provide Data Security in conformance with policies, procedures and practices
9. Classify data under Service Providers control
10. Eradicate all data from storage media before redeployment or disposal in accordance with established CIL . policies and procedures
11. Periodically review data security to ensure data is being protected consistently with data classification MSP shall ensure that existing policies and best practice relating to logical security of, but not limited to, shares, folders, operating systems and Data, are adhered to and are auditable.
12. Properly implementing anti-malware and host-based intrusion detection systems on their instances, as well as any required network-based intrusion detection systems in accordance with policies.
13. Review the audit logs to identify any unauthorized access to systems.
14. Providing the Management console to monitor the security events, real time traffic monitoring, Real time troubleshooting.
15. Ensuring all the compliances as defined by MeitY for empanelment of Cloud Services offered by CSP and the security guidelines as defined by STQC are met by the CSP.
16. Provisioning, Installation, Configuration, Management, Monitoring of Security Services.
17. Installation, Configuration, Implementation and management of Log Analyzer.
18. Deployment of public facing services in a zone (DMZ) different from the application services.
19. Deployment of security patches on software.

20. Regularly review the security group configuration and instance assignment in order to maintain a secure baseline.
21. Ensuring that the cloud infrastructure and all systems hosted on it, respectively, are properly monitored for unauthorized activity.
22. Reviewing the audit logs to identify any unauthorized access to the system.
23. MSP provides both Intrusion Detection/Prevention Services. MSP also performs internal threat monitoring for malicious and/or suspicious activity
24. Provide Intrusion Detection/Prevention Services and reporting
25. Allow for independent Intrusion Detection/Prevention Services provided by CIL .
26. Implement approved recommendations
27. Ensure that security incidents are opened for detected/prevented intrusions
28. Perform 24X7 Real-time Monitoring of equipment and connectivity to detect malicious or abnormal behavior, network intrusions
29. Respond to abnormal or malicious activity based on established policies
30. Provide CIL . reports on activities, anomalies or deficiencies that could result in a compromise of the systems data confidentially, integrity or system performance
31. Establish, manage, secure and monitor connectivity to affiliates
32. Create the workbooks/dashboards for both security and operational teams.
33. Service support and assistance during alert triage and escalation.
34. Incident Reporting.
35. Install the Deep Security Agents in all operating system machines by support of OS management team.
36. Configure the Antimalware, FW, HIPS, FIM policy as per CIL requirement.
37. Creation/Modification/Deletion of policies of Antimalware, FW, HIPS, FIM as per CIL requirement.
38. Configure the Dashboard and Reporting.

Managed Threat Detection Service

- a) Enable and configure CSP Vulnerability Management Services, alerting, dashboard, and reporting.
- b) Integration of the system as an when it comes.
- c) Do the 24/7 Incident/Alert monitoring through ITSM via email integration
- d) Management and Troubleshooting.

Usage Reporting and Billing Management

- a) Monitoring, managing and administering the monetary terms of SLAs and other billing related aspects o Providing the relevant reports including real time as well as past data/information/reports for to
- b) validate the billing and SLA related penalties.

Patch & Configuration Management:

- a) Providing managed service for system patch and configuration management Critical security patches are applied as needed, or when updates or patches are released from OS vendors.
- b) Ensuring patch and updates applies in a timely and consistent manner to minimize the impact on business.

Operations & Maintenance with optimization of Cloud services:

- a) Providing auto-scaling, for any major expected increase in the workloads, carry out the capacity planning in advance to identify & provision, where necessary, the additional capacity to meet the user growth and / or the peak load requirements to support the scalability and performance requirements of the solution
- b) The scaling up / scaling down (beyond the auto-scaling limits or whenever the autoscaling limits have to be changed) has to be carried out with prior approval.

User management

- a) User management services consist of the activities to authorize, authenticate and provide access control to the IT infrastructure.
- b) Provide Identity and Access Management in conformance with CIL . practices, policies and procedures.
- c) Establish roles, authorized activities and minimum rights granted to Service Provider personnel (including non-user accounts)
- d) Establish and manage the process for defining, granting, modifying and revoking user accounts and enforcing role restrictions
- e) Establish and manage process to support temporary access Log and archive user/account activity according to approved logging and archiving specification/design
- f) Periodically review all CIL . account IDs to ensure the accounts are valid/required, removing inactive and unneeded accounts in accordance with established CIL . policies and standards
- g) Periodically review all privileged user accounts to ensure the accounts are valid/required, removing inactive and unneeded accounts in accordance with established CIL . policies and standards
- h) Periodically review end user accounts to ensure each user has appropriate minimal permissions required to perform their job function in accordance with established CIL . policies and standards
- i) Periodically review privileged user accounts to ensure each user has appropriate minimal permissions required to perform their job function in accordance with established CIL . policies and standards
- j) MSP shall ensure that no Managed Component remains with default industry provided passwords freely available or provided by a third party MSP.
- k) Implementing 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.
- l) Providing a mechanism to test the effects of access control policies that are attached to users, groups, and roles before committing the policies into production. Support a policy validator to automatically examine non-compliant access control policies.
- m) Implementing multi-factor authentication (MFA) for the root account, as well as any privileged Identity and Access Management accounts associated with it.

DRaaS

- a) traffic configuration, policy creation and monitoring. For outages and automated switching
- b) replication policy modifications if required
- c) Replication monitoring
- d) VMs failover and failback
- e) Reporting of replication status
- f) DR replication status monitoring
- g) Executing 2 DR drills per year
- h) DR readiness preparations for DR drill
- i) Capture the error during DR and correctness of those errors
- j) Ensuring RTO & RPO achieved for the application(s)
- k) Creation of DR SOPs and Runbook update based on the lessons during DR drills.

- l) DR response during actual DR
- m) DR communications management
- n) Replication monitoring
- o) Status Reporting

Dedicated HSM

- a) Creating the HSM cluster and connect to it. Managing the HSM cluster
- b) Create/Manage the keys in HSM for application as per customer/application team
- c) Administrative control of the HSM device including monitoring, configuration, and software/firmware maintenance as needed.
- d) Management, Maintenance and Troubleshooting of dedicated HSM.

Application Load Balancers

- a) Configuring, Listeners and ports and protocols.
- b) Configuring redirection settings like redirection target and custom error page URL if needed.

Web Application Firewall (WAF)

- a) Configure WAF Rules
- b) Monitoring and Reporting

IV Scope for Maintenance and troubleshooting of Applications

Database Management

Administration	<p>User Account Management Create / drop / alter application accounts Create/ drop / alter / Lock user accounts Grant Access Rights Manage user profiles / Policies Database Administration Web server and application server Manage Initialization parameters Naming conventions Data file management Batch jobs management (Root / Database / Application accounts) Maintain instance parameters and system settings Manage Database Links Maintain application objects Management of space on server</p>
Change & Configuration Management	<p>Data Definition Scripts / Schema Changes execution Creation of services Database / Instance creation Create Application Objects Patch testing and application Security Patches</p>
Incident Management	<p>Response to alerts generated by monitoring systems or problems reported by customer / end-user Troubleshooting, root cause analysis and identification of problem area Resolution of problems through configuration changes / reinstallations/ replacements within the given Architecture and design. (Any change in design will be treated as a separate scope). Restart / shutdown instance Connectivity issues Kill sessions , Fix Broken jobs / queues</p>
Performance Management	<p>24 X 7 monitoring of performance parameters Auto alerts and notification to performance degradation / threshold violation Generate and Analyze schema statistics Re-Indexing</p>

	<p>Inter-database interaction management</p> <p>Generate, parse statistics</p> <p>Tuning pools / caches</p>
<p>Tuning and Reducing Database CPU / IO Read/Write</p>	<p>Index performance Optimization</p> <p>Object Validity Checks</p> <p>Disk & Data files Fragmentation Tuning</p> <p>Execution of Dynamic Troubleshooting & Performance Views and Scripts</p> <p>Conduct Trouble shooting, root cause analysis and identify the bottlenecks</p> <p>Suggest de-bottlenecking solutions.</p>
<p>Operations Support</p>	<p>Backup process execution</p> <p>Restoration of files and configuration from backup when required</p> <p>Trouble ticket logging , update and closure</p> <p>Replication setup checks</p> <p>Backup and resize log files</p> <p>Version upgrades</p>
<p>OS Management</p>	
<p>Administration</p>	<p>User Management:</p> <p>Create / modify / delete local system users (with respect to application installed on the system)</p> <p>Manage local user groups</p> <p>Manage local user rights</p> <p>Terminal Service installation and configuration</p> <p>Automatic antivirus pattern / definition update</p> <p>Disk partition addition /deletion</p> <p>Disk space administration</p>
<p>Change & Configuration Management</p>	<p>Patch testing for system and supported application</p> <p>Update security patches</p> <p>Configuration changes required as part of change request</p>
<p>Performance Management</p>	<p>Auto alerts and notification to performance degradation / threshold violation including application and service</p> <p>Trouble shooting & root cause analysis for incidents / faults</p> <p>Identifying bottlenecks and suggesting de-bottlenecking Solution</p>

	Operation Support to Work log update for trouble ticket and Closure
Web Server Management	Trouble shooting & root cause analysis for incidents / faults Identifying bottlenecks and suggesting de-bottlenecking solution Operation Support to Work log update for trouble ticket and Closure
Release Management	Migration of staging built on production server. Trouble shooting & root cause analysis for the issues encountered in production /staging environment Critical Support for web server and DB issues.

V One Time Implementation

Implementation Technical details for Django application and infrastructure for onetime implementation

Inputs: Application Code(including static Files) and Postgres Database Dump.

- 1) All provisioned Infrastructure Should be as Infrastructure as Code
- 2) Template for Webserver with Git Integration
- 3) Webservers should be deployed from the latest code from Version Control system
- 4) CI/CD Pipelines for testing with native services
- 5) Web Server Config
- 6) CI/CD pipeline from git checkin to dev /testing and prod deployment.
- 7) The configuration for the apache server should be templated
- 8) WAF Configuration rules shall be adopted from the Config file(Modsecurity Config) given by CIL
 - o The configuration of the WAF should be in code so as to replicate it to the DR
- 9) Postgres Config
 - o The configuration of the postgres Database server should be optimized and templated for on demand replication to Staging/ DR Area
- 10) Load Balancer Config
 - o The configuration of the Load Balancer should be in code so as to replicate it to the DR Site
- 11) Static Files to be served from CDN
- 12) Automation Scripts for DR Scenarios so that failover can happen just by initializing the scripts
- 13) RTO and RPO for DR would be 30 minutes and 15 Min
- 14) Log data from all the configured services should flow to elastic search search instance with basic dashboards in kibana and log aggregation through logstashd

Note:

- Time line for the above delivery is WO(Work Order + 45 Days)
- CIL Shall audit the new environment before migration of production traffic
- Only After the closure of Gaps/Vulnerabilities related to the audit Payments for the Onetime Implementation shall be made along with Quarterly invoices.
- Data Transfers shall be done over public Internet. Need for dedicated Internet connectivity shall be analyzed by CIL during project executing and will be Procured by CIL

CSP Scope of Work

The CSP shall have to perform the following activities as per the scope of work given below, but not limited to:

- a) The cloud infrastructure and all CIL data must be hosted and maintained in India only. Any CIL data cannot be moved to other site without prior written approval from designated authority in CIL.
- b) CIL will reserve the right to scale horizontally and vertically, as per the applications compatibility. There should be a provision of auto scaling for servers as per thresholds mentioned by CIL.
- e) CSP to should provide detailed audit trail reports for portal login, enabling administrators to identify all actions taken through the cloud portal / API. It should also provide a variety of usage reports that enable administrators to identify historical service usage. Every activity undertaken under admin access should be logged and the same to be communicated to CIL.
- i) During the Term, new cloud services and /or features may be available as a result of technology advancement, the CSP shall keep CIL informed and make these services and / or features available to CIL.

l) CSP should ensure the following:

Provides the latest generation of processor for the underlying hardware.

Physical core to vCPU allocation ratio is 1:2 (maximum) for all proposed virtual machines and services

r) CSP shall not publish or disclose in any manner, without CILs written consent, the details of any safeguards either designed or developed by the CSP under the agreement or otherwise provided by CIL

u) CSP shall provide the ability to CIL Administrators / vendors as designated by CIL to automatically provision the services via a Web Portal (Self Provisioning), provide metering and billing to provide service assurance for maintenance & operations activities

x) CSP shall provide user level / user group level auditing of all administrator activities performed by CIL / CILs vendors etc. and also provide information like “but not limited to” monitoring, metering, allocation, quota / limits etc. CSP should allow CIL to download copies of these audit logs and reports in mutually agreed pre-defined format.

bb) CIL should have the right to perform Penetration Test and will notify the CSP in advance regarding the same. If CIL exercises this right, the CSP shall allow CILs designated third party auditors to conduct required activities.

CSP Support

- 1) 24x7 phone, email, and chat access to Cloud Support Engineers directly from Cloud Service Provider (CSP).
- 2) CSP support should offer Interoperability, configuration guidance and troubleshooting
- 3) Support plan should have response times within 1 hour for Production system down.
- 4) Support plan should have provision for use case guidance. Guidance on what CSP products, features, and services to use to best support the specific use cases.
- 5) CSP should offer a personalized dashboard view of the health of the specific CSP services that are being used in the solution and proactively alert when the resources are impacted.
- 6) The CSP team will assist the bidder and the Coal India team in building the application architecture, review of application architecture, migration plan/deployment plan and success metrics for deployment.
- 7) Access to CSP Solution Architect for providing guidance on specific use cases and applications. Includes design reviews, architectural recommendations, cost optimizations.
- 8) Access to complimentary digital trainings, public Mass Scale Events (MSE), private MSE subject to minimum attendee threshold met and paid instructor led trainings. These trainings should also cover CSP certifications topics, to the extent possible.
- 9) CSP should offer 24x7 access to product documentation, whitepapers, and support forum

CSP Advisory Services/ Professional Services

The CSP/OEM Consulting/Professional/Advisory team shall assist the bidder and the Coal India team by providing inputs in the areas of architecture design, security aspects and ML based data analytics implementation. The team will also provide review inputs for scalability and desired functional and technical requirements and ensuring optimal utilization of cloud services and costs. The recommendations of the OEM/CSP would be binding to the bidder for compliance.

- 1) Inputs for application design leveraging cloud native services –assist in building the application architecture, building the development and deployment pipeline, review of application architecture as per the best practices and provide a high-level solution architecture, migration plan and success metrics. Key activities and deliverables include:
 - a. Assistance in building modernized application architecture based on microservices.
 - b. Assistance in building development and deployment pipeline (CI/CD)
 - c. Application Architecture Review as per modernization and serverless best practices.
 - d. A high-level solution architecture, migration plan and success metrics
- 2) Security assessment of cloud resources: Assist in conducting a security assessment of cloud workloads. The assessment should comprehensively cover core security domains like Identity and Access Management,

Infrastructure Security, Container Security, Data Protection, Visibility and Auditability Control and Incident Response capabilities. Based on the assessment, the CSP should provide a maturity assessment report against cloud security best practices and identify target based, prioritized findings and recommendations from improving the security posture. Key activities and deliverables include:

- a. Detailed cloud security assessment to cover core security domains
 - b. Identification of target based, prioritized findings and recommendations for improving the cloud security posture
 - c. Maturity assessment report against cloud security best practices
- 3) AI ML Assessment and Review: Assist usage of AI-ML based data analytics by suggesting how AI-ML can create business outcomes using Coal India's use cases and datasets. The goal will be to strategize how AI-ML can be applied to a few specific use cases, as well as to determine what the expected impact can be. A roadmap for implementing AI-ML will be made. This will include identified expected business outcomes from AI-ML implementation in the form of a business case. This will also have details on the performance relative to agreed-upon model performance metrics and technical guidance on how to put AI-ML in production.
- a. Roadmap for leveraging AI-ML with agreed use cases, and expected business outcomes
 - b. Assistance during implementation of specific use cases

Section V Service Level Agreements

5.1 Introduction

- i. This document details the expected service levels for various services to be provided by Service Provider. Performance of the services provided by Service Provider shall be measured against the Service Level Agreements as explained and detailed in this document.
- ii. The service level targets define the levels of service to be provided by Service Provider to OWNER for the duration of this contract.
- iii. The objectives of SLA governance model are to:
 - a. Provide clear reference to service ownership, accountability, roles and/or responsibilities.
 - b. Present a clear, concise and measurable description of service provisioning at each level.
- iv. The SLAs are intended to:
 - a. Help OWNER to control and ensure the planned levels and performance of services.
 - b. Trigger a process that brings OWNER and Service Provider's management attention to some aspect of performance when that aspect drops below an agreed upon threshold or target.

5.2 SLA Framework

- i. SERVICE PROVIDER would be responsible for SLAs for the work undertaken by the sub-contractors if any. Sub-contractors' SLA would not be separate from the Service Provider's SLAs. Service Provider would be responsible for the overall SLAs for delivery of services (as defined in the RFP).
- ii. SERVICE PROVIDER's will supply, deploy and maintain of the SLA reporting tool. Access to the tool shall be given to OWNER or its appointed agency. SERVICE PROVIDER is required to provide periodic SLA reports.

5.3 SLA Change Control

Service Levels for a New Service or Additional Services

- i. With respect to a New Service or Additional Services, Service Provider and OWNER will establish initial Service Levels following full implementation of such Services which will apply during the initial 90-day period.
- ii. During such 90 days, Service Provider and OWNER will conduct a process for **Measurement and Validation of Service Levels** to validate the initial Service Levels and agree upon the actual Service Levels. OWNER shall be final authority to decide on the SLA and shall be binding on Service Provider.

iii. To the extent appropriate, such initial Service Levels will be the same as or similar to existing Service Levels for the same or similar Services.

iv. The finalized service levels shall be documented and implemented in adherence with the SLA version control process.

5.4 SLA Version Control

i. All negotiated SLA changes will require changing the version control number.

ii. SLAs shall be documented for new services or additional services following the completion of measurement and validation for those SLAs.

iii. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

5.5 Measurement and Monitoring

As per agreement the methodology and measures to be used for management of the Base Services/Additional Services including for performance, tracking, monitoring and reporting of Services and System performance on a regular basis during the term mentioned.

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

b. Overall Availability and Performance Measurements will be on a monthly basis for the purpose of Service Level reporting.

c. OWNER and its nominated agency shall have full access to the Application solution (and any other tools / solutions deployed for SLA measurement and monitoring) to extract data (raw, intermediate as well as reports) as required during the project. OWNER or its nominated agency will also audit the tool and the scripts on a regular basis.

d. The measurement methodology / criteria / logic will be reviewed by OWNER. Wherever, the measurement is through a client setup in Cloud, remote access to the client should be available.

e. In case of default on any of the service level metric, the Service Provider shall submit performance improvement plan along with the root cause analysis for OWNER's approval.

f. For SLA related payments, the SLA measurement will be measured and computed on a quarterly basis.

5.6 SLA Supervision

OWNER will review the performance of the Service Provider against the SLA at any given time or duration. The supervision report about the performance of any Services pursuant to this SLA by the Service Provider or any other agency as appointed by OWNER shall form the basis for imposing penalties for breach of contract. The results of said review will be shared by OWNER with Service Provider. OWNER reserves the right to appoint a third-party auditor / agency to validate the deliverables under this SLA.

5.7 Management Escalation Procedures

a. The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementation of this procedure will ensure that OWNER and Service Provider are communicating at the appropriate levels. It is agreed that escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

b. All issues would be raised to the Project Management team of Service Provider which will be completely responsible for the day to day management of the implementation of Services and deliverables under the Services Agreement including this SLA. The project management team shall classify the issues based on their severity level and resolve them within appropriate timelines ensuring that there are no delays in provision of Services. If the Project Management team is unable to resolve an issue, it will be escalated to higher management.

5.8 Definitions

Below are definitions specific to this SLA document.

a. **Cloud “Service Level Objective” (SLO)** means the target for a given attribute of a cloud service that can be expressed quantitatively or qualitatively.

b. **Cloud SLAs** means documented agreement between the cloud service provider and CIL that identifies services and cloud service level objectives (SLOs).

c. **Response time** is the time interval between a cloud service customer initiated event (e.g., logging of the request) and a cloud Service Provider initiated event in response to that stimulus.

d. **“Scheduled operation time”** means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications within the Primary DC, DRC, and critical end user infrastructure will be 24X7X365.

e. **“Scheduled Maintenance Time”** shall mean the time that the System is not in service due to a scheduled activity. Scheduled maintenance time is planned downtime with the prior permission of

OWNER. The Scheduled Maintenance time beyond 01 hour a month as agreed shall not be considered for SLA Calculation.

f. “Availability” means the time for which the services and facilities are available for conducting operations on the OWNER system including application and associated infrastructure.

Availability is defined as:

$\{(\text{Scheduled Operation Time} - \text{System Downtime}) / (\text{Scheduled Operation Time})\} * 100\%$

g. “Incident” refers to any event / abnormalities in the functioning of the Data Centre Equipment/ Services that may lead to disruption in normal operations of the Data Centre, System or Application services.

5.9 Reporting procedures

i. SLA reporting should be done using an automated tool that should provide reports on a Weekly, Monthly, Quarterly basis.

ii. To the extent possible SLA reporting should be based on automated logs with minimal manual intervention.

iii. Well-defined processes should be implemented for those SLAs that require manual intervention for measurement and reporting. In such cases, the SLA measurement methodology should be discussed and agreed upon with OWNER.

iv. The SLA performance reports in an agreed upon format should be made available on-line.

v. The reports will include “actual versus target” SLA performance, a variance analysis and discussion of appropriate issues or significant events.

vi. SLA reports will be distributed to authorized Management personnel as directed by OWNER.

5.10 Application of Penalty

i. The framework for Penalty as a result of not meeting the Service Level Targets are detailed below.

ii. A quarterly performance evaluation will be conducted using the three-monthly reporting periods of that quarter.

iii. Penalty shall be levied for not meeting each SLA.

iv. The penalty in percentage of the Monthly Payment is indicated against each SLA parameter in the table.

v. For ex: For SLA1 if the penalty to be levied is 7% then 7% of the Monthly Payment is deducted from the total of the Monthly Payment bill and the balance paid to the Service Provider.

vi. The penalty in percentage of the Monthly Payment is indicated against each SLA parameter in the table.

For example:

- a. For SLA1 if the penalty to be levied is 7% then 7% of the Monthly Payment is deducted from the total of the Monthly Payment bill and the balance paid to the Service Provider.
- b. If the penalties are to be levied in more than one SLA, then the total applicable penalties are calculated and deducted from the total of the Monthly Payment bill and the balance paid to the Service Provider.

SLA1 =7% of the Monthly Payment, SLA12=10% of the Monthly Payment, SLA19=2% of the Monthly Payment then

Amount to be paid = Total Monthly bill – (19% of the Monthly Payment)

vii. 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.

viii. 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 operator will be given a cure period of one month to rectify the breach failing which a notice to terminate may be issued by CIL.

Sl. No	Service Level Objective	Measurement Methodology	Target/Service Level	Penalty
Service Levels for Cloud Services				
Availability/Uptime				
1	Availability/Uptime of cloud services Resources for Production environment (VMs, Storage, OS, Security Components)	Availability (as per the definition in the SLA) will be measured for each of the underlying components (e.g., VM, Storage, OS, Security Components) provisioned in the cloud. Measured with the help of SLA reports provided by CSP	Availability for each of the provisioned resources: ≥99.9%	Default on any one or more of the provisioned resource will attract penalty as indicated below. <99.9% & ≥99% (10% of the Monthly Payment) < 99% (30% of the Monthly Payment)
2	Availability of Critical Services (e.g., Register	Availability (as per the	Availability for each	Default on any one or

	Support Request or Incident; Provisioning / De-Provisioning; User Activation / De-Activation; User Profile Management; Access Utilization Monitoring Reports) over User / Admin Portal and APIs (where applicable)	definition in the SLA) will be measured for each of the critical services over both the User / Admin Portal and APIs (where applicable)	of the critical services over both the User / Admin Portal and APIs (where applicable) >= 99.9%	more of the services on either of the portal or APIs will attract penalty as indicated below. <99.9% and >= 99% (10% of the Monthly Payment) <99% (20% of the Monthly Payment)
3	Usage cost for all Cloud Service	The cost details associated with the actual usage of all the Cloud Service should be available within 24Hrs of actual usage – Measurement shall be done by analysing the log files and Cloud Service (API) reports and Invoices	No more than 24 Hrs. of lag between availability of cost details and actual usage, for 99% of cloud services consumed	Default on any one or more of the provisioned resource will attract penalty as indicated below. <99.9% & >=99% (10% of the Monthly Payment) < 99% (30% of the Monthly Payment)
4	Availability of Regular Reports (e.g., Audit, Certifications,) indicating the compliance to the Provisional Empanelment Requirements.		15 working days from the end of the quarter. If STQC issues a certificate based on the audit then this SLA is not required.	5% of Monthly Payment
The following SLAs apply both for CSP and MSP. While the CSP will be responsible for maintaining the SLAs pertaining to the cloud infrastructure, network, controls etc., the MSP will be responsible for the SLAs related to managing and monitoring the cloud services.				
Support Channels - Incident and Helpdesk				
5	Response Time	Average Time taken to	95% within 15minutes	<95% & >=90% (5% of the

		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.		Monthly Payment) < 90% & >= 85% (7% of the Monthly Payment) < 85% & >= 80% (9% of the Monthly Payment)
6	Time to Resolve - Severity 1	Time taken to resolve the reported ticket/incident from the time of logging.	For Severity 1, 98% of the incidents should be resolved within 30 minutes of problem reporting	<98% & >=90% (5% of the Monthly Payment) < 90% & >= 85% (10% of the Monthly Payment) < 85% & >= 80% (20% of the Monthly Payment)
7	Time to Resolve - Severity 2,3	Time taken to resolve the reported ticket/incident from the time of logging.	95% of Severity 2 within 4 hours of problem reporting AND 95% of Severity 3 within 16 hours of problem reporting	<95% & >=90% (2% of the Monthly Payment) < 90% & >= 85% (4% of the Monthly Payment) < 85% & >= 80% (6% of the Monthly Payment)
Security Incident and Management Reporting				
8	Percentage of timely incident report	Measured as a percentage by the number of defined incidents reported within a predefined time (1 hour) limit after discovery, over the total number of defined incidents to	95% within 1 hour	<95% & >=90% (5% of the Monthly Payment) < 90% & >= 85% (10% of the Monthly Payment) < 85% & >= 80% (15% of the

		the cloud service which are reported within a predefined period (i.e. month). Incident Response - CSP shall assess and acknowledge the defined incidents within 1 hour after discovery.		Monthly Payment)
9	Percentage of timely incident resolutions	Measured as a percentage of defined incidents against the cloud service that are resolved within a predefined time limit (month) over the total number of defined incidents to the cloud service within a predefined period. (Month). Measured from Incident Reports	95% to be resolved within 1 hour	<95% & >=90% (5% of the Monthly Payment) < 90% & >= 85% (10% of the Monthly Payment) < 85% & >= 80% (15% of the Monthly Payment)
Vulnerability Management				
10	Percentage of timely vulnerability corrections	The number of vulnerability corrections performed by the cloud service provider - Measured as a percentage by the number of Vulnerability corrections performed within a predefined time limit, over the total number of vulnerability corrections to the cloud service	99.9%	>=99% to <99.9% [10% of Monthly Payment] >=98% to <99% [20% of Monthly Payment] <98% [30% of Monthly Payment]

		<p>which are reported within a predefined period (i.e. month, week, year, etc.).</p> <ul style="list-style-type: none"> • High Severity Vulnerabilities – 30 days - Maintain 99.9% service level • Medium Severity Vulnerabilities – 90 days - Maintain 99.9% service level 		
11	Percentage of timely vulnerability reports	Measured as a percentage by the number of vulnerability reports within a predefined time limit, over the total number of vulnerability reports to the cloud service which are reported within a predefined period (i.e. month, week, year, etc.).	99.9%	<p>>=99% to <99.9% [10% of Monthly Payment]</p> <p>>=98% to <99% [20% of Monthly Payment]</p> <p><98% [30% of Monthly Payment]</p>
12	Security breach including Data Theft/Loss/Corruption	Any incident where in system compromised or any case wherein data theft occurs (including internal incidents)	No breach	For each breach/data theft, penalty will be levied as per following criteria. Any security incident detected INR 5 Lakhs. This penalty is applicable per incident. These Penalties will not be part

				of overall SLA penalties cap per month. In case of serious breach of security wherein the data is stolen or corrupted, Government Department / Agency reserves the right to terminate the contract.
13	Availability of SLA reports covering all parameters required for SLA monitoring within the defined time		5 working days from the end of the month	5% of Monthly Payment
Service Levels for MSP				
14	Recovery Time Objective (RTO)	Measured during planned or unplanned (outage) changeover from DC to DR or vice versa.	RTO <= 2 hours	10% of Monthly Payment per every additional 2 (two) hours of downtime
15	Recovery Point Object (RPO)	Measured during planned or unplanned (outage) changeover from DC to DR or vice versa.	RPO <=30 Minutes	10% of Monthly Payment per every additional minutes of data loss.
16	DR Drill	Two Drills once every 6 months) in a year (based on successful operations from the DR site and restoring services	Two Drills	10% of Monthly Payment for 1 (One) drill and 20% of Monthly Payment 0(Zero) drill.

		back with no data loss). This will be measured every 6 months and the penalty will be levied in the quarter following the end of the six-month period. Exception: Where the Drill is impacted or delayed due to reasons not attributable to the Service Provider, and the Service Provider has Informed OWNER about the same with proper evidences.		
17	Adherence to Backup Policy	Based on the backup policy specified by CIL	100% backups (Disk based) taken on time as per the Backup policy	10% of Monthly Payment
18	Non-Delivery of Infrastructure Provisioning and management through Automation and IaC Code Delivery	All Change requests to be Delivered through IaC Code Calculated as Percentage of Changes Delivered through Code and Through One-Time Actions	>80 %	>70-<80 % 5 % of Monthly Payment >60 % < 50 % 1-10 % of Monthly Payment <50 % 20 % of Monthly Payment
19	Non-Compliance of Infrastructure with Necessary Controls for ISMS	Based On Audit Reports Conducted by CIL Nominated Agencies- on the Number of Non-Compliant Controls In scope for the MSP	>99%	>95% <99 % 10 % of Monthly Payment >90% <95 % 20 % of Monthly Payment

				<90% 30 % of Monthly payment
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Severity Levels

Below severity definition provide indicative scenarios for defining incidents severity. However, CIL 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	Environment is down or major malfunction resulting in an inoperative condition or disrupts critical business functions and requires immediate attention. A significant number of end users 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"> ☒ Non-availability of VM. ☒ No access to Storage, software or application
Severity 2	Loss of performance resulting in being unable to	☒ Intermittent

	<p>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.</p>	network connectivity
Severity 3	<p>Moderate loss of performance resulting in multiple users impacted in their normal functions.</p>	

Annexure and Appendix

ANNEXURE IA
FORMAT OF "Letter of Bid"

LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of CIL)

To,

The Tender Inviting Authority

Coal India Limited

Sub: Letter of Bid for the work "**Subscription to Basic/Advanced Cloud Services, Managed Services, CSP Consulting to enable Digital Transformation**"

Ref.: 1. NIT No.: "-----" (to be filled by the department)

2. Tender Id No. : "-----" (to be filled by the department)

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I/We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents as available in the website/e-Procurement portal, in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid Security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CIL/Subsidiary.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Coal India Limited.

Should this bid be accepted, we agree to furnish Performance Security within stipulated date and commence the work within stipulated date. In case of our failure to abide by the said provision, Coal India Ltd. shall, without prejudice to any other right or remedy, be at liberty to "cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months OR to act as specified in the NIT.

ANNEXURE II
Mandate Form for Electronic Fund Transfer / Internet Banking Payment

1. Name of the Bidder:

2. Address of the Bidder:

.....

..... City..... Pin

Code..... mail Id

.....

Permanent Account Number

.....

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
(Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.			
IFS CODE			
Account Type	Savings	Current	Cash Credit
Account Number (as appearing in the Cheque Book.			

4. Date from which the mandate should be effective:

I/ We hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I/ we shall not hold the Authority responsible. I/ We also undertake to advise any change in the particulars of my/ our account to facilitate updation of records for purpose of credit of amount through SBI NEFT / RTGS transfer. I/ We agree to discharge the responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by me/ us.

Place:

Date:

Signature of the Bidder/Authorised

Signatory

Certified that particulars furnished above are correct as per our records. Banker's Stamp

Date

Signature of the authorised official from the Bank)

(One cancelled cheque of the said bank account no. must be attached for verification)

ANNEXURE III
Pre-contract Integrity Pact

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of20..., between, on one hand, Coal India Limited/ Subsidiary Cos. acting through Shri , Designation of the officer, (hereinafter called the “BUYER / Principal”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.represented by Shri....., Chief Executive Officer (hereinafter called the “BIDDER/Seller/Agency” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Section 1 – Commitments of the Principal

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. Principal will exclude from the process all known prejudiced persons.

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

Section 2 - Commitments of the Bidder(s)/ Agency(s)

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

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

b. The Bidder(s)/ Agency(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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

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

e. The Bidder(s)/ Agency(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/ Agency/ Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the

Bidder/ Agency/ Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his/ her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e. "Commitments of Bidder(s)/Agency(s).

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder/ Agency/ Supplier can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely."

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

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

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

Section 6 - Equal treatment of all Bidders/ Agencies/ Sub Agencies

(1) In case of Sub-contracting, the Principal Agency shall take the responsibility of the adoption of Integrity Pact by the Sub-Agency.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Agencies.

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

Section 7 - Criminal charges against violating Bidder(s)/ Agency(s)/ Sub Agency(s)

If the Principal obtains knowledge of conduct of a Bidder, Agency or Sub Agency, or of an employee or a representative or an associate of a Bidder, Agency or Sub Agency which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the

same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

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

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Agencies as confidential.

He/ she reports to the Chairman, Coal India Limited / CMD, Subsidiary Companies

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

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Agency(s)/ Sub-Agency(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information ' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Coal India Limited / CMD, Subsidiary Companies and recuse himself / herself from that case.

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

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

(7) The Monitor will submit a written report to the Chairman, Coal India Limited/ CMD, Subsidiary Companies within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, Coal India Limited/ CMD, Subsidiary Companies, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman, Coal India Limited / CMD, Subsidiary Companies has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairman Coal India Limited / CMD, Subsidiary Companies.

Section 10 - Other provisions

- (1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (2) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (3) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- (4) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Section 11- Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 12- Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Section 13 - Other Legal Actions.

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

(For & On behalf of the Principal)
Agency)(Office Seal)

(For & On behalf of Bidder/
(Office Seal)

Place..... Date..... Witness 1:

(Name &
Address)Witness

2:

(Name & Address)

ANNEXURE IV
Undertaking on Genuineness of Information

We solemnly declare that:

1. I/We am/are submitting Bid for the work '**Subscription to Basic/Advanced Cloud Services, Managed Services, CSP Consulting to enable Digital Transformation**' against Tender id No. _____ Dated _____ and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
6. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time
7. I/We do not have relationship with any other participating bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder.
8. I/We or any of my/our affiliate has/have not participated as consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
9. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning of our firm and all partners of the firm etc. as per the tender document.

Annexure-V

PROFORMA FOR UNDERTAKING

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

I/ We,, Proprietor/Partner/Legal Attorney/Director/ Accredited Representative of M/S., solemnly declare that:

1. Myself/ Our Partners/ Directors don't has/have any relative as employee of Coal India Limited.

OR

The details of relatives of Myself/ Our Partners/Directors working as employee of Coal India Limited is as follows:

a) Name of the employee

b) Place of posting

c) Department

d) Designation

e) Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/Step-son/ Son's wife / Daughter / Daughter's Husband / Brother/ Step-Brother/ Sister / Stet-Sister.

2. *I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

*** Delete whichever is not applicable.**

3. ** I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

Or

**I / Wehave been banned by the organization named “ _____ ” for a period of..... year/s, effective from to.....

**** Delete whichever is not applicable.**

4. We,.....(Name of Partners of Consortium), partners of(Name of Consortium) hereby consent to abide by the provisions of Clause 8 of Conditions of Contract pertaining to arbitration.
(Applicable in case of Consortium)

5. We certify that the works/services offered by us against the tender for the work “**Subscription to Basic/Advanced Cloud Services, Managed Services, CSP Consulting to enable Digital Transformation of Coal India Limited**” against NIT No/ Tender ID. Dated....., meet the minimum local content requirement and has local content:

* Equal to or more than 50% (Select this, in case of Class-I Local Suppliers) i.e.....% (indicating the percentage of local content)

Note: If the estimated value of procurement is more than Rs.10 crores, all the Bidders shall submit along with this Undertaking, a certificate (with UDIN) from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content

6. Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries: I/we have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.

(Where applicable, evidence of Competent Authority shall be attached along with this undertaking.)

7. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money Deposit and banning of our firm and all partners of the firm et. as per the tender document.

Annexure VI- Work Order Form

Name of Company (Work Order/Purchase order issued by):	
Work Order/Purchase Order number	
Status of the project (Ongoing/Completed)	
Start date and End Date	
Work Order/Purchase Order issue date	
CSP on which project was executed	
Total Cost of the Project (as per work/purchase order) OR if not mentioned in work order, then all the invoice copies of the project till date OR the written signed copy from the client mentioning value of the project	
Last or Latest invoice date and no. (copy of same invoice must be attached with this form)	
Name of contact person from the organisation from which work order was issued	
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 describe 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_____

Seal of the Organization_____

Date:

Annexure VII Format for Manpower Details

The Bidder should furnish the key project team member details such as the qualifications, experience, certification and other details as per format given below.

S. No.	Role	Name of the Resource	Date of Birth	Qualifications	Relevant Certifications with Certificate Number	Total IT Experience (Years)	Experience in the Proposed Cloud (Years)

Appendix I

Contract Agreement Format

This Contract Agreement (hereinafter referred to as the “**Contract Agreement**”) is, made and entered into on the _____ day of _____ between:

1. Coal India Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Coal Bhawan, Premises No. 04-MAR, Plot-AF-III, Action Area-1a, New Town, Rajarhat, Kolkata-700156 (hereinafter referred to as the “**Employer**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns), of One Part
AND

2. _____, a company incorporated under the provisions of the Companies Act, 1956/ 2013 and having its registered office at _____, (hereinafter referred to as the “**Agency**”, which expression shall, unless repugnant to the context or meaning thereof; include its successors, administrators, executors and permitted assigns) of the Other Part.

Each of the Employer and the Agency shall individually be referred to as “**Party**” and collectively as “**Parties**”.

Whereas the Employer is desirous that the Agency executes the “**Subscription to Basic/Advanced Cloud Services, Managed Services, CSP Consulting to enable Digital Transformation**” (hereinafter called the “**Works**”) in accordance with the terms and conditions of the Bidding Documents and the Employer has accepted the bid by the Agency for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Contract Agreement, capitalized words and expressions used herein without having been defined, shall have the same meanings as are respectively assigned to them in the Conditions of Contract, and they shall be deemed to form and be read and construed as part of this Contract Agreement.
2. In consideration of the payments to be made by the Employer to the Agency as hereinafter mentioned, the Agency hereby covenants with the Employer to execute and complete the Works and remedy any defects therein and perform its obligations under the Contract in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Agency in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Contract Agreement:

NIT for Subscription to Basic/Advanced Cloud Services, Managed Services, CSP Consulting to enable Digital Transformation

- (i) LOA/ work order;
- (ii) Notice to proceed with the Work;
- (iii) Contract Documents;
- (iv) Specifications where such specifications form part of the Bidding Documents;
- (v) Drawings/ finalized Project Plan if any;
- (vi) Bill of Quantities;
- (vii) Scope of work;
- (viii) Pre-contract Integrity Pact;
- (ix) Any other document listed in the Bid Documents/ Contract as forming part of the Contract; and
- (x) All correspondences exchanged between the Employer and the Agency in relation to the Contract subsequent to the issue of the LOA.

5. For the purposes of clause 5 (Notices) of the Conditions of Contract (Section III) the address of the Parties are as follows:

(a) If to the Employer:

Address:

E-mail address: Kind Attention:

Mobile no:

(b) If to the Agency:

Address:

E-mail address: Kind Attention:

Mobile no:

6. The Agency shall be paid the Contract Price, being Rs.....(Rupees) in accordance with the terms and conditions set out in the LOA and the Contract Documents.

IN witness whereof the Parties thereto have caused this Contract Agreement to be executed on the day and year first above written

The Common Seal of _____

was hereunto affixed in the presence of : _____

Signed, Sealed and Delivered by the said _____

in the presence of : _____

Binding Signature of Employer _____

Binding Signature of the Agency2 _____

Signature of Witness

(Name, address & Date) _____

Appendix II

Proforma of Bank Guarantee for Performance Security

(To be issued on Non-Judicial Stamp Paper of equal or more value as per Stamp Act prevailing in the State where the branch issuing the Bank Guarantee is located)

..... (Name of the Bank)
..... (Address of the Bank)
..... (Phone No. of the Bank)
..... (Fax No. of the Bank)

Bank Guarantee No.....

Date of Issue of Bank Guarantee

Date of Expiry of Bank Guarantee

Limit to liability (currency & amount in words and figures)

A/C Messrs..... (Name of Agency)

Invitation for NIT No.....dated for.....Block

for **“Subscription to Basic/Advanced Cloud Services, Managed Services, CSP Consulting to enable Digital Transformation of Coal India Limited”**.

Subject: Performance Security Bank Guarantee

Date_____,

2017To

COAL INDIA LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Coal Bhawan, Premises No. 04-MAR, Plot-AF-III, Action Area-1a, New Town, Rajarhat, Kolkata-700156.

WHEREAS

..... (Name and address of the Agency) (hereinafter called “the Agency”), has entered into a Contract made as per letter of acceptance.....dated (hereinafter called the said Contract) with (name of the Company) (hereinafter called “the Company to execute (name of the contract and brief description of work) on the terms and conditions contained in the said Contract.

It has been agreed that the Agency shall furnish a performance security in the shape of Bank Guarantee from a schedule bank for a sum of Rs..... as security for due compliance and performance of the terms and conditions of the said Contract.

We..... (name of the Bank) having its branch/office at..... have, at the request of the Agency, agreed to furnish this bank guarantee by way of performance security.

NOW, THEREFORE, we the, herein after called the “Bank” do hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. that if the Agency shall in any way fail to observe or perform the terms and conditions of the said Contract or shall commit any breach of its obligation thereunder, the Bank shall on a mere first written demand by the Company, and without any objection, demur or protest and without any reference to the Agency, pay to the Company the said sum ofor such portion as shall

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then remain due with interest.

2. that the Company shall be the sole judge of whether the Agency has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by Company on account thereof. Such determination by the Company shall be final and binding on us. that any such demand shall be conclusive as regards the liability of the Agency to the Company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Agency has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the Agency regarding the claim.

3. that the guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be day of but if the period of Contract is extended either pursuant to the provisions in the said Contract or by mutual agreement between the Agency and the Company, the Bank shall renew the period of the bank guarantee failing which it shall pay to the Company the said sum of or such lesser amount of the said sum of as may be due to the Company and as the Company may demand.

4. this Guarantee shall remain in force until the dues of the Company in respect of the said sum of and interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Agency and discharged the guarantee.

5. that the Company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time for performance of the said Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the Agency and to forebear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Agency or to any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the Agency or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. that the Bank shall not to revoke this guarantee during its currency except with the previous consent of the Company in writing and agrees that this guarantee will not be discharged due to the change in the constitution of the Company, Bank and/or the Agency.

7. the right under this guarantee shall be assignable by the Company to third parties.

The Bank further declares that this bank guarantee has been executed on non-judicial stamp paper of equal or more value as per the prevailing rate of stamp duty in the State of [●]. (name of state where the bank issuing the BG is located).

Notwithstanding anything contained herein the liability of the Bank under this guarantee is restricted to Rs..... The guarantee shall remain in force till the day*..... of* and unless the guarantee is renewed or claim is preferred against the Bank on or before the said date all rights of

the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding clause.

* The date of guarantee shall cover a period of sixty (60) months from the date of issuance of LOA. Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

The Bank has under its constitution power to give this guarantee and Sri.....who has signed it on behalf of the Bank has authority to do so.Signed and sealed this.....day of.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature) (Name) (Designation) (Code number)(address)

“Bank Guarantee as referred above shall be operative at our branch at payable at

(NIT shall specify town/city of the operative branch. Bank guarantee shall specify name of the branch with address of the specified town/city)” NOTE:- The department shall ensure extension of guarantee period in case of extension of time.
