



An Autonomous Scientific Society under Ministry of Electronics & Information Technology (MeitY), Govt. of
India
www.ernet.in

TENDER

For

Provision of Email Services

Through Govt. e-Marketplace (GeM)

Tender No. EI-D-Tech055/38/2023-NC

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Abbreviations

Sr. No.	Acronym	Description
1.	API	Application Programming Interface
2.	BoM	Bill of Material
3.	CA	Chartered Accountant
4.	CERT-IN	Indian Computer Emergency Response Team
5.	CSP	Cloud Service Provider
6.	DC	Data Centre
7.	DR	Data Recovery
8.	ESP	Email Service Provider
9.	GST	Goods and Service Tax
10.	GUI	Graphical User Interface
11.	INR	Indian Rupees
12.	IP	Internet Protocol
13.	ISO	International Organization for Standardization
14.	ITeS	Information Technology Enabled Services
15.	ITSM	Information Technology Service Management
16.	KEDB	Known Error Database
17.	KMS	Key Management Service
18.	KPI	Key Performance Indicator
19.	LoI	Letter of Intent
20.	MEITY/ MeitY	Ministry of Electronics & Information Technology
21.	MFA	Multi-Factor Authentication
22.	MSME	Ministry of Micro, Small & Medium Enterprises
23.	ESP	Email Service Provider
24.	OS	Operating System
25.	PBG / BG	Performance Bank Guarantee / Bank Guarantee
26.	PMO	Project Management Office
27.	PoC	Proof of Concept
28.	PSU	Public Sector Undertaking
29.	RTO	Recovery Time Objective
30.	RPO	Recovery Point Objective
31.	SLA	Service Level Agreement
32.	STQC	Standardization Testing and Quality Certification
33.	UAT	User Acceptance Test

Definitions

Sr.	Terms	Definition
1.	Auditor	Auditor shall mean the Statutory Auditor of bidder/SI.
2.	Authorized Signatory	“Authorized signatory” is a person who's been given the right to sign documents on behalf of the concerned organization.
3.	Bidder/SI (System Integrator)	The “Bidder/SI” shall mean the Organization on whose behalf the tender response has been submitted.
4.	Tender	The document floated by purchaser (including all amendments, etc.) with all terms and conditions of purchase is the tender document. Here in this tender, purchaser is ERNET India.
5.	Bid	The bid submitted by the Bidder/SI along with the subsequent clarifications and undertakings in response to the tender for Provision of Email Services.
6.	Business Day	“Business Day” means any day that is not a Sunday, or a Holiday declared by ERNET India
7.	ESP	The “ESP” (Email Service Providers) means the partner agency with whom the “SI” will partner to provide Email service under this tender. ESP can bid as a SI also by proposing its own solution/service provided it meets the all the ESP & SI eligibility criteria.
8.	Successful SI/ Successful bidder	The “Successful SI” / “Successful bidder” shall mean the organization selected by Purchaser as a result of the tendering process described in this tender document to provide all the services as detailed in the tender.
9.	Parties	“Parties” means the Purchaser and the bidder/ SI/ successful bidder /Successful SI, whereas “Party” means either of the Parties.
10.	Public Cloud	Public Cloud services used as part of project scope should be offered from Data Centre and DR located and operational in India at least Rated-3 standard and preferably certified under TIA 942 or uptime institution certifications by a 3rd party and STQC audited.
11.	Purchaser	The “Purchaser” shall mean the ERNET India, and its successors and assignees.

Section I: Notice Inviting Tender (NIT)

1. Notice Inviting Tender (hereinafter referred to as “NIT”)

ERNET India is an autonomous society of Ministry of Electronics and Information Technology (MeitY), Govt. of India which has been mandated to facilitate Education and Research Institutes in establishment of cutting edge ICT infrastructure. It has brought the Internet to India way back in the year 1986. ERNET India is serving the nation in the areas of ICT project consultations, supporting Central and State Governments in the area of terrestrial and satellite networks, domain registration for education & research institutions, web-hosting services, setting up of smart virtual class rooms and high resolution e-class rooms for the education and research institutions, facilitating Eduroam services for colleges/universities, setting up of Wi-Fi campus in universities/ institutes, Internet connectivity to education and research institutes in India including in remote areas like North-Eastern States, Union Territory of Andaman & Nicobar Islands and Lakshadweep etc. and in establishment of data centres etc.

Bidders must read the complete ‘Tender Document’. This NIT is an integral part of the Tender Document and serves a limited purpose of invitation. Bidders must go through the complete Tender Document for details before submission of their Bids

2. Objective of the Tender

The intent to issue this tender document is to invite eligible entities, to participate in the bidding process for “Provision of Email Services” as detailed in this tender document. For this purpose, bids / proposals are invited primarily for undertaking inter-alia the activities mentioned under the Scope of work, the offered services should be managed with SLA, Scalable, Secure, Extensible, Highly Configurable, Secure and Responsive cloud enabled environment.

ERNET India is looking for a System Integrator (SI) / bidder to provide Email Services to ERNET India and to the existing & prospective users and customers of ERNET India. The bidder should be hosting the email solution on a MeitY empanelled cloud. The bidder should create a separate tenant for ERNET India for providing the Email Services using cloud under the scope of this tender. The tenancy, the email software & the related components shall be in the name of ERNET India.

It invites Bid (s) from the bidders / SI (s) for entering into an agreement for “Provision of Email Services” to the existing and prospective users of ERNET India. In this tender, the bidders need to supply the Email Services on **pay-as-you-go basis**. Bidders also need to provide the managed services to configure and manage the Email Services.

Presently, there are some email ID’s / users registered for Email services provided by ERNET India. These accounts/ emails IDs will also be required to be migrated to the new Email Service Platform (s) quoted by the successful bidder under the work of this tender and as per the requirement of ERNET India.

ERNET India is issuing this tender for “Provision of Email Services” to various education, research, Government institutions, etc. of our country. Its details are as below:

- a) The submitted bids in r/o tender shall be valid for the period of 180 Days from the last date of submission of Bids. However, it should be extended by the bidder on the request of ERNET India.
- b) Bid shall be submitted fully in accordance with the requirements of the Terms and Conditions as mentioned in the Tender Document. Bids without Bid Securing Declaration Form and other required documents specified in the Tender Document, and which do not fulfill all or any of the condition prescribed in the Tender Document or which are incomplete in any respect, is liable to be rejected.
- c) Tender Document should be read in consonance with any addendum that may be issued with the Tender document. The bidder/SI is required to read the Tender document and the Addendum and

would be deemed to be in knowledge of the provisions of both the document and the Addendum. No claim of any nature whatsoever shall be entertained in this regard.

- d) ERNET India reserves the right not to proceed with the project/work at any stage or to alter the time-schedule or to change the process or procedure to be applied or to change the quantities for the projects/ works.
- e) ERNET India reserves the right to reject any or all bids or cancel the bidding & tendering process without assigning any reason thereof.
- f) The Bidders will have to ensure that their Pre-bid Queries are submitted prior to the Pre-bid meeting. All Pre-bid queries must be submitted in writing through e-mail only at arvind@ernet.in and with copy to as@ernet.in with subject – ‘Pre-Bid Queries on Tender for Provision of Email Services’. Pre-bid queries received through any other mode will not be considered. All the queries should necessarily be submitted in the following format in excel (.xls/ .xlsx):

Sr. No.	Tender Document Reference(s)			Queries by bidder	
	Page No.	Section No.	Section Name		

Requests for clarifications post the indicated date/ time may not be entertained.

Section II: Instructions to Bidders (ITB)

Submission of a bid by the bidders should be carried out after careful study and examination of the tender document, with full understanding of its implications. Bidders are expected to understand the requirements to allow them to propose the best fit solution. Bids are to be submitted as per the enclosed format only along with certificates, brochures & other documents asked for in the tender document.

1. Firm Prices

Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. ERNET India reserves the right to negotiate the prices quoted in the bid towards downward in case price (of any component / sub-component/ service) is found unreasonable or higher than a reference price.

The Financial bid should clearly indicate the price quoted without any ambiguity / qualifications whatsoever and should include all applicable duties, fees, levies, other charges etc. and GST as may be applicable in relation to the work/ activities proposed to be carried out.

Prices in any form or by any reason before opening the Financial Bid should not be revealed, failing which the offer shall be liable for rejection. Decisions of the ERNET India shall be final in this regard.

The offer of bidder must include applicable Labor cess, applicable stamp duty and mandatory insurance charges, in any.

2. Goods and Services Tax (GST)

- 1. Bidders should ensure that they are GST compliant. Bidder should be registered under GST and should furnish GSTIN and GST Registration Certificate in their bids.

2. Bidder/Contractor undertakes that in case of any non-compliance by the Bidder(s) of the GST provisions which results in blockage/reversal of any input tax credit to ERNET India, Bidder/Contractor shall be liable to indemnify ERNET India any such loss of input credit including interest, penalty and all incidental expenses incurred by ERNET India. Such indemnification may also be by way of invocation of any security deposit, deduction from any payment that ERNET India has to make to the Bidder/Contractor, as per the discretion of ERNET India.
3. Bidder/Contractor undertakes to raise invoice within 10 days from date when the right to raise invoice and demand for payment accrues as per the contract /agreement terms. In case invoice is raised and submitted before the due date; then ERNET India reserves the right to return such invoice(s) to the Bidder/Contractor. In such a situation Bidder/Contractor would be required to raise fresh invoice as per the contract/agreement terms.
4. If the Bidder/Contractor fails to adhere the terms & conditions of the contract and ERNET deducts Liquidated Damages and/or SLA penalties for the same; then in such a case, ERNET India will charge GST over and above the Liquidated Damages and/or SLA penalties, as the case may be; and same shall be recovered from the Bidder/Contractor. This may vary depending on the position of law on the date when such deduction is made.
5. Along with the invoice, Bidder/Contractor would be required to submit relevant documentary evidence to the effect that invoice submitted was issued either through e-Invoice system of GST or has been updated on GST portal using Invoice Furnishing Facility (IFF).
6. In case, any GST liability is required to be borne by ERNET India in future, which was the responsibility of the Bidder/Contractor, then the same shall be claimed from the Bidder/Contractor by way of raising debit notes.
7. ERNET India reserves the right to ask the Bidder/Contractor to submit relevant documents to ensure that they are GST compliant and in such a case Bidder/Contractor shall forthwith provide all such documents as may be required by ERNET India.

3. Preparation of Bids

3.1 The bid

3.1.1 Language of the bid

The Bids prepared by the Bidder and all subsequent correspondence and documents relating to the bids exchanged by the Bidder and ERNET India, shall be written in English language. Any printed literature furnished by the Bidder, written in another language, shall be accompanied by an accurate English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

3.1.2 Local Conditions and Factors

Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the ERNET India shall have no responsibility and shall not entertain any request from the bidders in these regards.

3.1.3 Cost of Bidding

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, uploading, downloading, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the ERNET India may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the ERNET India shall not be liable in any manner whatsoever for the same or any

other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender Process.

3.1.4 Interpretation of Provisions of the Tender Document

The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions other than from such context or other contrived or in between-the-lines interpretation is unacceptable.

3.1.5 Alternative / Conditional Bids not allowed

Conditional offers, alternative offers, multiple bids by a bidder shall not be considered. The GeM Portal shall permit only one bid to be uploaded.

3.2 Instructions for Online Bid Submission

- a) Proposals must be direct, concise & complete and must be submitted over GeM Portal only. ERNET India will evaluate the bidder's proposal based on its clarity, relevance, and the directness of its response to the requirements of the Works as outlined in this tender.
- b) Bidders shall furnish the required information on their technical and financial bids in the given formats only. In case of any deviations in the format, bid will be liable for rejection.
- c) The following points need to be considered while submitting the bids:
 - i) The tender notice/regular communications shall be uploaded/ released on GeM Portal website / ERNET India website. Tender document and clarifications/corrigendum/ addendum shall be given to the bidders who submit the application letter/queries.
 - ii) All the bids (Pre-Qualification, Technical as well as Financial) shall have to be submitted online only.
 - iii) The date & time for online submission shall be communicated on the GeM portal. The bidders should ensure that their bid is prepared and successfully submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Offers not submitted online will not be entertained.
 - iv) ERNET India may, at its own discretion, extend the date for submission of bids. In such a case, all rights, and obligations of ERNET India and the bidders shall be applicable to the extended time frame.
 - v) Any amendments to the tender will be notified to the bidders through GeM portal / ERNET India website. Such amendments should be taken into consideration by the bidders while preparing their bids.
 - vi) ERNET India, in its own capacity shall bear the entire authority to call back the tender at any stage without any prior information to the bidders.

3.3 Procedure for Submission of Bids

- a) Bids shall be submitted online only at GeM Portal in two parts, i.e.
 - Technical bid (comprising of 'Bid Security Declaration', 'Pre-Qualification' & 'Technical Proposal') (documents in .pdf format)
 - Financial bid (in excel format or PDF format)
- b) Manual bids or the bids submitted by telex / telegram / fax / e-mail / by any other digital mode etc. will not be accepted under any circumstances. No correspondence will be entertained on this matter.

3.4 Online Bid System over the GeM Portal

Complete bidding process will be through online (e-Tendering) system over the GeM Portal. Submission of bids shall be in accordance with the instructions given in this tender.

3.4.1 Technical Bid

Bidder shall upload, Bid Security Declaration, Pre-Qualification Criteria and Technical Proposal related all information as scanned copies in PDF format as mentioned in the tender.

Pre-Qualification Criteria of bidder is mentioned in **Section III**.

3.4.2 Financial Bid:

Bidder should upload Financial bid in the given format in **Section-VII**. Technical Bid and Financial bid should be signed by an authorized person of the bidder.

The bidders shall submit the following documents during the bid submission:

<p>Technical bid:</p>	<ul style="list-style-type: none"> ▪ The proposal document should be prepared in accordance with the requirements specified in this tender and in the formats prescribed in the tender document. ▪ Bid Securing Declaration Form should be submitted as part of the Pre-Qualification Criteria Proposal. ▪ Bidder’s response to the Pre-Qualification criteria defined in the tender shall be submitted under heading “Pre-Qualification criteria Proposal”. ▪ Duly signed Integrity Pact. ▪ Pre-Qualification and Technical bid should not contain commercials of the Project, in either explicit or implicit form. ▪ Certified true copy of a board resolution/power of attorney empowering authorized signatory to sign/act/execute documents binding the bidder organization to the terms and conditions detailed in this tender. ▪ The Bidder may be required to give a presentation on their Proposal. ERNET India will suggest the timing and venue of the presentation(s). ▪ Any information obtained during the presentation and/or visit will not be deemed to change or supplement the Bidder’s Proposal as set out in their bid. ▪ Conditional technical bid is liable for rejection <p>Note: Document shall be uploaded on GeM Portal in pdf format.</p>
<p>Financial Bid</p>	<ul style="list-style-type: none"> ▪ Financial bid (in the format given in the tender) shall be submitted online in a separate file marked “Financial Bid”. ▪ Financial bid – Forms and formats mentioned in this tender document need to be scrupulously followed. Any deviation in it (without proper justification) may lead to disqualification of the bid. ▪ Financial bid accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation", etc. will be treated as being at variance and shall be liable to be summarily rejected. <p>Note: Detailed Financial bid will be submitted in excel format and uploaded on GeM portal. In case of any dispute or discrepancy the decision of ERNET India will be final and binding on all bidders.</p>

4. Bid Validity period

- a) The ‘Bidding Duration/bid submission date’ and ‘Bid Offer Validity’ date may be extended by ERNET India and same shall be acceptable to the bidder.

- b) During the extended period of 'Bidding duration', the bidders may change / modify their offer/bid.
- c) During the extended period of 'Bid Offer Validity' (i.e. within the permissible limits on the GeM), the bidder cannot change / modify their offer/ bid on their own.

5. Opening of bids

- a) ERNET India may convene a bid opening session over GeM portal, where representatives from the firms, who have successfully uploaded the bid, can participate or as per GeM procedure.
- b) ERNET India will download the Technical bid from GeM portal at first.
- c) The bids will then be passed on to a duly constituted Tender Evaluation Committee (TEC).
- d) Financial bids (original, revised if any) of only those bidders whose technical bids are found qualified as per both Pre- Qualification criteria and Technical criteria will be opened for further evaluation.
- e) The financial bids will then be passed on to a duly constituted Tender Evaluation Committee (TEC) for evaluation.

6. Withdrawal, Modification or Correction of Bids

No bid may be modified, corrected, or withdrawn after the closing date prescribed in the tender.

7. Rejection of Bids

Bids may be rejected in any one or more of the following reasons:

- a) Bids with incomplete information, subjective and conditional offers as well as partial offers.
- b) Bids submitted without the enclosures to support the Bidder's specific experience in the relevant projects/ works, proposed work plan, approach and methodology, etc.
- c) Bids with variation/contradiction between the Technical Bid and Financial Bid.
- d) Bids without the signed copy of the proposal and all related documents.
- e) In addition to the above criteria, if there is non-compliance with any of the clauses of this tender, the bids are liable for rejection.
- f) Incomplete details will be treated as non-responsive offer and the bid is liable for rejection.
- g) Financial bid is made part of Technical bid, in such case the bid(s) will be rejected.

8. Clarification of Bids by ERNET India

- a) During the bid evaluation, ERNET India may seek clarification on the bids. Detailed procedure for such clarification may be provided to the Bidder after receipt of the bid as deemed appropriate.
- b) The Bidder shall provide full and comprehensive responses within **5 days** of clarification requests or within permitted time by ERNET India.

9. Handwritten documents, erasures, or alterations

The bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections, or alterations in the bid. Filling up of the information using terms such as "OK", "noted", "as given in brochure/manual" is not acceptable and may lead to the dis-qualification of the bid.

10. Bid Security: Bid Securing Declaration(BSD) Form

1. All Bidders shall furnish/ upload a Bid Securing Declaration (BSD) as form at **Sr. 1.1.17 of Section VIII** along with its Technical bid. The BSD is required to protect ERNET India against the risk of the Bidder's unwarranted conduct as amplified under the sub-clause below.

2. The BSD provides for automatic suspension of the Bidder from being eligible for bidding in any tender in ERNET India **for 2 years from** the date of such enforcement and this declaration shall stand enforced if Bidder breaches the following obligation(s) under the tender conditions:
 - Withdraws or amends his bid, or impairs or derogates from the bid in any respect within the period of validity of its bid; or
 - after having been notified within the period of bid validity of the acceptance of his bid by the ERNET India, bidder refuses to or fails to submit the original documents for scrutiny and/or the required Performance Security within the stipulated time as per the conditions of the Tender Document;
3. Unsuccessful Bidders' bid-Securing Declaration shall expire, if the contract/agreement is not awarded to them, upon:
 - i. Receipt by Bidder of ERNET India's notification of cancellation of the entire tender process or rejection of all bids or
 - ii. Declaration/publishing of the name of the successful bidder or
 - iii. Forty-five (45) days after the expiration of the bid validity (including any extension thereof).
4. The bid-Securing Declaration of the successful bidder shall stand expired only when Bidder has furnished the required Performance Security.

11. Non-compliance with these provisions

Bids are liable to be rejected as non-responsive if a Bidder:

- i) Fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
- ii) Furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejection of the bid as non-responsive, ERNET India will also enforce **Bid Security Declaration**.

12. Price negotiation

- a. **Price Negotiation:** ERNET India reserves its right to negotiate in person with the lowest acceptable bidder (L-1) after e-Reverse Auction (e-RA) process (if the prices are found to be on higher side, which is declared techno-commercially successful for supplying items, services and on whom the contract/agreement would have been placed/signed).
- b. Bidders must submit Price Break up as per Financial Bid sheet during Bid submission process, eRA and after negotiation (Financial Bid). If same is not possible through GEM portal, then bidder shall submit the same on the email IDs as given in the NIT.
- c. During e-RA and Price negotiation, bidder cannot quote item wise prices towards higher side in comparison to previously quoted item wise prices.

13. Performance Security / Guarantee

1. As a condition precedent to execution of the agreement, the successful Bidder shall ensure submission of the requisite unconditional irrevocable following Performance Securities (PS's) as mentioned below:
 - 1.1. The bidder will submit Performance Security (i.e. PS-1) equivalent to **Rs.12,00,0000/- (Rupees Twelve Lakhs Only)**. The PS-1 shall be valid for a term of the resultant Agreement of 7 years and shall be renewed and maintained as necessary by the selected successful bidder for the term of the resultant agreement, and extensions if any. It will be submitted by the bidder to ERNET India, in the prescribed manner / modes within 15 days of receipt of the LoI as a Performance Security

(PS-1) for the services to be performed under the resultant Agreement.

- 1.2. The successful bidder shall also submit Performance Security (PS-2) of **3% (Three Percent)** of the total value of Work Order (s) at every occasion within 15 days from the date of placement of Work Order. This Performance Security should be valid for the minimum period of its service liability.
2. The PS's may be liquidated by ERNET India as penalty / liquidated damages resulting from the bidder's failure to complete its obligations under the resultant Agreement. The PS's shall be returned by ERNET India to the vendor within **90 days of the term/ expiration** of the resultant Agreement after applicable deductions as per the Agreement, if any
3. Manner of submission of Performance Security: Insurance Surety Bonds/ Account Payee Demand Draft/Security Deposit Fixed Deposit Receipt from a Scheduled Commercial Bank/Bank Guarantee from a Scheduled Commercial Bank or online Payment (Account details given below).

1.	Beneficiary Name & Address	ERNET India, 5th Floor, Block I A Wing, DMRC IT Park, Shastri Park, Delhi-110053
2.	Bank Name	Bank of India
3	Bank Branch & Address	Electronics Niketan 6 CGO complex New Delhi
4	Beneficiary Account No	604810100002033
5	IFSC code	BKID0006048

The performance security in the form of Bank Guarantee must be routed through Structured Financial Messaging System (SFMS) from issuing Bank to our Bank as given above by sending IFN 760 COV Bank Guarantee Advice Message.

- i.) Bank Guarantee should be issued by a scheduled commercial bank in India in the prescribed form & format as given in Tender.
- ii.) Security deposit having fixed validity will be required to be further extended by the bidder to cover full work, service liability period. In case the bidder/contractor fails to do so in a timely manner; then ERNET India reserves the right to invoke the BG.

Note: In case, the successful bidder is submitting the Performance Security in the form of Bank Guarantee (i.e. PBG), then the bidder is permitted to submit it as annual PS-1 / PS-2 with rolling validity, i.e. annual renewal PS-1 /PS-2 shall be submitted in ERNET India at least 15 days before its expiry, till the period of completion term of the resultant **Agreement of 7 years with 3 months of claim period**.

4. If the bidder, having been called upon by ERNET India to furnish Performance Security, fails to do so within the specified period, it shall be lawful for ERNET India at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action.
 - 4.1. If the successful bidder (i.e. Contractor) during the currency of the Agreement fails to maintain the requisite Performance Security, it shall be lawful for ERNET India at its discretion to terminate the Agreement / Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or
 - 4.2. Without terminating the Contract/Agreement:

Recover from the successful bidder the amount of such security deposit by deducting the amount from the pending bills of the bidder under the contract, any other contract with ERNET India, treat it as a breach of contract and avail any or all contractual remedies provided for breaches, default.
5. Bidder/ Contractor needs to extend the validity of Performance Security as and when asked by ERNET India due to Extension of project/work/ agreement timelines or if any other valid reason.

6. In the event of any amendment issued to the agreement/ contract, the bidder shall furnish suitably amended value and validity of the Performance Security in terms of the amended agreement contract within fifteen days of issue of the amendment.
7. ERNET India shall be entitled, and it shall be lawful on his part, to invoke the performance securities in the event of:

Any default, failure, neglect on the part of the bidder in the fulfillment or performance in all respect of the contract/work under reference or any other contract/work with ERNET India or any part thereof or any loss or damage recoverable from the bidder which ERNET India may suffer or be put to for reasons of or due to above defaults, failures, neglect.
8. Subject to the sub-clause above, ERNET India shall release the performance security without any interest to the bidder on completing all contractual obligations at the satisfaction of ERNET India, including the warranty obligations.
9. No interest will be payable by ERNET India on any security deposit, amount forfeited, liquidated damages, SLA penalty, amount withheld any delayed payment by ERNET India.

14. Disclaimers and Rights of ERNET India

The issue of the Tender Document does not imply that ERNET India is bound to select bid(s), and it reserves the right, without assigning any reason, to:

- a) Reject any or all of the Bids, or
- b) Cancel the tender process at any stage; or
- c) Abandon the procurement of Services; or

Issue another tender for identical or similar Services.

Section III: Pre Qualifications (PQ) Criteria

1. Qualification Criteria

Bids will be assessed by adopting a two-stage evaluation process as mentioned below:

1. Technical Bid Evaluation
 - Pre-Qualification Evaluation
 - Technical Evaluation
2. Financial Bid Evaluation

1.1 Overall Pre-Qualification Criteria

Technical Bid will be opened first and shall be first evaluated for its Pre-Qualification Criteria for compliance with respect to the tender requirements.

The SI must possess the requisite experience, strength, and capabilities in providing the products and services necessary to meet the requirements as described in the tender document. The SI will be providing email service and would act as a partner/ System Integrator for Purchaser. The bidder inter alia is also referred as System Integrator (SI) in this document.

- The System Integrator (SI), Email Service Provider (ESP), Cloud Service Provider (CSP) must meet the Qualification criteria defined below at **Sr. 1.2 of Section III (Pre- Qualification Criteria)** of this tender.
- The SI can partner with one Email Service Provider (ESP) and one Cloud Service Provider (CSP) only. The SI cannot partner with more than one ESP for providing solution. However, ESP coming/participating in the tender as SI may offer only one email solution with only one Cloud Service provider.
- The SI, Email Service solution, Cloud Service Provider should be compliant with the IT Act 2000

and its subsequent modifications/amendments.

1.2 Pre-Qualification criteria for System Integrator (SI), Email Service Provider (ESP), Cloud Service Provider (CSP)

a. The System Integrator (SI) must fulfill all below pre-qualification criteria:

Sr. No.	Category	Criteria	Documents Required
1.	Legal Entity	The SI must fulfill all of the following: a) A company incorporated under the Companies Act, 2013 or any other previous company law in India. b) Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active Status.	Copy of A. Certificate of incorporation B. GST registration certificate C. PAN
2.	Financial: Turnover	The SI must have an average annual turnover from operations of not less than INR 25 Crore from each of the three financial years (FY 2020-21, 2021-22 and 2022-23 from IT/ ICT/ ITeS/ Email Related business.	Certificate from statutory auditor/ CA quantifying the average annual revenue from IT/ICT/ ITeS/ Email Related business. <i>Refer Section VIII, Annexure- 1 (Section 1.1.4)</i>
3.	Financial: Net Worth	The Net worth of the SI at the end of each three financial years (FY 2020-21, 2021-22 and 2022-23) should be positive .	CA Certificate <i>Refer Section VIII Annexure- 1 (Section 1.1.5)</i>
4.	Project Experience- cloud services / IT Services	SI must have experience of successfully completing/ ongoing project for providing Cloud service /IT services during the last three Financial Year (2020-21, 2021-22, 2022-23) ending 31/03/2023 and up to date of bid submission. (i) For minimum 5 clients within past 3 Years. Out of which minimum three clients should be Govt./PSU Departments, in which one of them should have atleast with minimum 25,000 (Twenty-Five Thousands) email users. (ii) The individual work order value for providing cloud services / IT Services: a. Equal or More than INR 5 Crores: 1 nos. of PO/Work Order OR b. Equal or More than INR 2 Crores and less than 5 Crores: 3 nos. of PO/Work Order Note: Value of work order will be considered as inclusive of all taxes.	The SI shall provide: Details of work orders/ Purchase orders/ Completion certificate/ Agreement <i>Refer Section VIII, Annexure- 1 (Section 1.1.6)</i> Note: Certificate to the effect shall have to be provided from the client clearly defining the name, address, contact person, contact number and email address.
5.	Manpower	The SI should have at least 50 technically skilled employees based in India on the pay roll of the company.	Declaration by authorized signatory of the bidder on Company's letter head <i>Refer Section VIII Annexure- 1 (Section 1.1.7)</i>

6.	Certifications	SI must possess at least 2 valid latest certifications at the time of submitting the Bid. A. ISO 9001 B. ISO 20000 C. ISO 27001 D. CMMi Level-3	Copy of Valid Certificate signed by authorized signatory of the bidder.
7.	Non-Blacklisting Undertaking	The SI shall submit the undertaking that their entity: - a) Has not been under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason as on date of bid submission. b) Has not been insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons. c) And their directors, partners and officers have not been convicted of any criminal offense related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into an email service supplying contract within a period of three years preceding the floating of this tender, or not have been otherwise disqualified pursuant to debarment proceedings	Self-declaration by the SI duly signed by the authorized signatory of the bidder on company letterhead. <i>Refer Section VIII Annexure- 1 (Section 1.1.8)</i>
8.	Presence in India	The SI should have a permanent office in India and must be operating for at least from last 3 years as on Tender publishing date.	Self-Declaration from the authorized signatory <i>Refer Section VIII Annexure- 1 (Section 1.1.10)</i>
9.	Authorization Form	The SI must provide Authorization from Email Service Provider and Cloud Service Provider (CSP).	Authorization letter from ESP & CSP mentioning the bid number explicitly.

Note:

- Any bid failing to meet any of the required above qualification criteria shall be disqualified.
- The qualification criteria to be complied by the SI entity.
- Consortium bid is not allowed.
- A SI cannot submit more than one bid.
- In one bid, SI cannot propose solution from multiple ESP.

b. The Email Service Provider(ESP) must fulfill all below pre-qualification criteria:

Sr. No.	Category	Criteria	Documents Required
1	Financial: Turnover	ESP must have an average annual turnover from operations of not less	Certificate from statutory auditor/ CA quantifying the average annual turnover

		than INR 100 Crore (Hundred Crores Rupees) for the three consecutive financial years (FY 2020-21,2021-22 and 2022-23) from ICT/ ITeS/ Email related businesses.	from ICT/ ITeS/ Email Related businesses <i>Refer Section VIII Annexure- 1 (Section 1.1.13)</i>
2	Email Service Provider(ESP)	Email Service Provider should be operating in India for at least 5 years as on bid submission date.	Email Service Provider Self-Declaration from the authorized signatory on company letterhead. <i>Refer Section VIII Annexure- 1 (Section 1.1.14)</i>
3	ISO Certifications from Email Service Provider	Email Service Provider must have all the following valid latest certifications for its facilities in India: (a) ISO 20000 (b) ISO 27001 (c) ISO 27701	Valid Copy of these certificates signed by authorized signatory of Email Service Provider
4	Experience – mailboxes	The Email Service Provider should have experience of providing mailboxes to at least 10 Lakh users during last 3 years.	Experience details with documentary evidence for scope of work and contract value, along with client contact details, in the form of Work order/ Agreement/ Purchase order/ Completion certificate from client duly signed by authorized signatory Or Email Service Provider Self-Declaration from the authorized signatory <i>Refer Section VIII Annexure- 1 (Section 1.1.15)</i>
5	Non- Blacklisting	Neither the current organization nor the holding company should have been Debarred and / or blacklisted by any organizations of Govt. of India/ Central PSU/ State Govt entities as on bid submission date for similar work as defined in project/work scope.	ESP Self-Declaration from the authorized signatory <i>Refer Section VIII Annexure- 1 (Section 1.1.16)</i>

c. The Cloud Service Provider (CSP) must fulfill all below pre-qualification criteria:

Sr. No.	Category	Criteria	Documents Required
1	CSP Turnover	The CSP should have been offering services (IaaS/PaaS) in India from at least last 5 financial years with average annual turnover in India of at least Rs. 200 crores as on date of bid submission.	Copy of Certificate of Incorporation or Certified copy of Partnership Deed Letter from Statutory Auditors / Certificate from Chartered Accountant on their letterhead mentioning the annual revenue from Provisioning Cloud Services in India

2	MeitY Empaneled	The CSP should be empaneled with the Ministry of Electronics & Information and Technology (MEITY), GoI for offering both DC & DR on its own to government bodies. The CSP Data centres offered for services shall be located in India.	Undertaking on CSP letterhead confirming the clause and copy of Valid MeitY Empanelment Certificate
3	CSP undertaking-1:	CSP shall have published on its public facing website- cloud services' for dashboard live-status of cloud services, health across global datacenter and outage details (if any) with Root Cause Analysis (RCA).	An undertaking from the CSP with the links to its relevant public facing website(s) covering the details
4	CSP undertaking-2:	Availability of self-service cloud portal and Command Line interface where administrator can provision & scale cloud resources without requiring manual intervention of CSP including at least- Virtual machine, Storage disks, object storage, file share, network, backup, disaster recovery replication, infrastructure as code, infrastructure & security monitoring	Undertaking on CSP letterhead.
5	CSP undertaking-3:	CSP must have their own native service Availability of managed databases (PAAS) having feature of inbuilt scaling, HA & backup for data base.	Undertaking on CSP letterhead.
6	Native Services	CSP must have their own native security service in cloud (instead of 3rd party) for- <ul style="list-style-type: none"> • NextGen Firewall CSP Native • Web Application Firewall • DDoS Protection • Data Encryption at rest • Automated Security Assessment • Identity and Access Management - fine grained access control for access to cloud resources: Only the resource with appropriate permissions and grants has access to any specific resource and All access and changes carried out are logged, cannot be tampered with and be auditable 	Undertaking on CSP letterhead
7	SLA's	<p>a. Uptime offered on a single VM instance is more than or equal to 99.5 %</p> <p>b. Uptime offered on 2 or more VM instances (in HA mode) is more than or equal to 99.9 %</p>	Undertaking on CSP letterhead.

8	Certification	<p>a. Tier-3 datacenter certification (Documentary Evidence- Certificate/Self Certificate signed by the Authorized Signatory of the CSP)</p> <p>b. ISO/IEC 27701:2019 Security techniques — Extension to ISO/IEC 27001 and ISO/IEC 27002 for privacy information management — Requirements and guidelines</p> <p>c. SOC 3 Report- System and Organization Controls attestation reports as mandated by SSAE 16 and SSAE 18 (Documentary Evidence- Certificate/Audited report)</p>	Copy of Relevant Certificate
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Note

- Any bid failing to meet any of the required above qualification criteria shall be disqualified.
- An ESP can be part of more than one bid with different SIs provided ESP is not submitting independent bid as SI.
- Any single company participating as both SI & ESP will have to independently fulfill all the Pre-Qualification criteria of respective roles as mentioned in **Section III** of this tender.
- All certificates requested in the tender should be valid as on date of bidding.
- If ESP is participating as SI, the ESP will have to submit all those Annexures as sought from SI.

1.3 Bid Evaluation Process

Any effort by a SI to influence bid evaluation, bid comparison, or contract award decisions may result in the rejection of the SI's bid and execution of Bid Securing Declaration. No enquiry shall be made by the SI(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful SI(s). However, the Committee / its authorized representative and office of ERNET India can make any enquiry / seek clarification from the SIs, which the SIs must furnish within the stipulated time else the bids of such defaulting SIs will be rejected.

ERNET India reserves the right to accept any bid, and to cancel/ abort the Tender process and reject all bids at any time prior to issue of LoI, Agreement/ Award of Contract, without thereby incurring any liability to the affected SI (s) without assigning any reasons.

Printed terms and conditions of the bidders shall not be considered as forming part of their bid. In case any terms and conditions of the tender document are not acceptable to the SI, the bid shall be summarily rejected.

The evaluation of the bids will be carried out for SI along with ESP & CSP in the following manner:

- i) Prior to the detailed evaluation of the bids, ERNET India shall determine whether each bid is (a) complete, (b) is accompanied by the required information and documents and (c) is substantially responsive to the requirements set forth in the tender document.
- ii) ERNET India will form a Tender Evaluation Committee (TEC), which will evaluate all i.e., Pre-Qualification criteria (part of technical bid), technical bid & financial bid received in response to this tender. The findings of the said Committee and subsequent decision of ERNET India shall be final and binding on all SIs. Only those SIs, who fulfill all the Pre-Qualification criteria / requirements mentioned in the tender, shall be eligible and qualified for Technical bid evaluation as per the terms given in the tender.
- iii) The Technical bids of only the Pre-Qualified SIs will be evaluated i.e. each of the conditions for Email

solution compliance and pre-Qualification Conditions for System Integrator (SI), Email Service Provider(ESP), Cloud Service Provider (CSP) are MANDATORY. In case the SI/ESP/CSP does not meet any one of the conditions, the SI will be disqualified.

- iv) ERNET India will review the Technical Bids of the Pre-Qualified SIs to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at ERNET India discretion.
 - v) The TEC will assess the SI's response, presentation, submitted documents and accordingly TEC will give score to the SI based on the compliance and this score will be final.
 - vi) The committee/ERNET India may seek clarifications from the SIs. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents.
 - vii) If a SI fails to submit the required clarifications within stipulated time to Purchaser, the TEC will evaluate the bid based on the technical bid already submitted and any documents submitted after the stipulated deadline shall not be taken for technical evaluation purpose.
 - viii) SIs should meet all technical evaluation parameters, to qualify for opening of the Financial Bid. Evaluation of ERNET India in this regard shall be final and binding on the SIs. ERNET India may in its sole discretion, waive any informality or non-conformity or irregularity in a Bid Document, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any SI.
- ix) Eligibility for Financial bid opening:**
- a) SIs must obtain a minimum overall technical score of 70 (Seventy) from the table given below (i.e. Table named as 'Technical & Information Security Evaluation Parameters').
 - x) The decision of the Tender Evaluation Committee and ERNET India in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the SI, ESP and CSP to seek clarifications or conformations on their bids.

xi) Technical & Information Security Evaluation Parameter (Total marks: 100)

Sr. No.	Parameters	Sub Marks	Marks
A	Experience		36
1	Number of organizations where proposed email solutions suite is implemented till date of bid submission a) Minimum 100 organizations : 4 Marks b) 101 to 200 organizations: 7 Marks c) 201 or more organizations: 10 Marks Note: for this clause ESP experience will also be considered.	10	
2	Number of email users currently using the proposed email solutions suite till date of bid submission a) Minimum 10 Lakh (1 million) users: 4 Marks b) Up to 15 Lakh (1.5 million): 7 Marks c) More than 15 Lakh (1.5 million): 10Marks Note: For this clause ESP experience will also be considered.	10	

3	List of Clients to whom Cloud hosting services have been provided by SI (Only contracts/PO's with order value of 2 Crore or more will be considered for points award): <ul style="list-style-type: none"> For 3 or more clients in Central Govt/PSU - (6 marks) 	6	
4	SI Experience in migrating the data from on premise to cloud during the last three financial years (2020-21, 2021-22 and 2022-23) ending 31/03/2023 and up to date of bid submission. <ul style="list-style-type: none"> Less than 25TB – 2 Marks Above 25TB and less than 50TB – 5 Mark 50TB and Above – 10 Marks 	10	
	<i>Note: Copies of relevant work orders or Client Certificate/ Agreement/ contract documentation depicting the said experience credentials must be submitted for A2 and A3. For A1 & A4 self-certification can be submitted.</i>		
B	Technical Presentation		25
I	Project Understanding	10	
1	Approach and Methodology for project execution and operations a) Cloud based email solution and productivity suite implementation b) Overall project plan including identification of dependencies and detailed activity plan. c) Operations support d) Training plan		
2	Service Delivery approach (including operations and helpdesk)		
3	Quality Assurance Plan & Methodology		
4	Risks and Mitigation Plan		
5	Exit Management Plan		
II	Proposed Technical Solution	15	
1	Design Architecture for offered Solution - Ready-to-start as well as proposed solution for Cloud based email services along with productivity suite		
2	Clarity of Completeness of security solutions a) Information Management and Protection b) Advanced Phishing protection c) Other security components		
3	Scalability and Interoperability features (current and proposed) a) Email solution scalability and related architecture to meet customer requirements b) Interoperability		
4	List of additional third-party tools used to fulfill the technical requirements mentioned in Section V. Please provide complete details of OEM		
5	Proposed Team for project implementation and operations a) Completeness of team roles b) Detailed plan of Helpdesk and Operations support including tools proposed, approach to meet the SLAs and any innovative solutions.		
6	Migration approach and methodology (including for replace & transfer) a) Migration Methodology b) Detailed migration plan including migration timelines, approach, tools proposed and other details c) Bidders approach to expedite the migration as against the tender requirements		

7	Value adds proposed against tender requirements		
C	Features Compliances Demonstration/ PoC		17
1	The bidder needs to demonstrate the solution features as per the technical requirement described in Section V of this tender document.	17	
D	Information Security Evaluation Parameter		22
1	a. The solution shall support various departmental domains for email services as per the requirements. b. It should also support separate MX records for each domain, if Required	5 2	7
2	The solution shall support all security protocols and industry standards, as: - SPF (RFC7208) - DANE Protocol – DNS-Based Authentication of Named Entities (RFC6698) - Mail Transfer Agent Strict Transport Security (MTA-STS)	1 1 1	3
3	The solution should comprise of Anti-malware protection anti-phishing, secure email gateways / content filter (email AV gateway, email malware sandbox etc.). Schedules reports / real-time alerts / on-demand reports shall be available (including security alerts, logs, DMARC, MTA-STS, TLS, blocklist, phishing alerts etc.) via portal to administrator. Reports shall be in machine readable formats integrated with SIEM/SOAR	3 3	6
4	The solution shall support Automatic digital Signing/Encryption, using GnuPG / PGP implementation for each user	6	6
Total			100

Note: Bidder need to submit detailed technical proposal covering all the sections mentioned above as well as other documents asked in the tender.

2. Technical Bid Evaluation

- i) The Technical bids of only the Pre-Qualified SIs will be evaluated.
- ii) SIs must obtain a minimum overall technical score of 70 (Seventy) from the table given at **Sr. xi of sub section 1.3 of section-III** (i.e. Table named as ‘Technical & Information Security Evaluation Parameters’).
- iii) SIs obtaining a minimum overall technical score equivalent to 70 (Seventy) or more will be called as technically qualified SIs.
- iv) The names of technically qualified and shortlisted SIs will be announced as per GeM procedure.

3. Commercial Bid Evaluation

- i) This tender requires the SI to bid and provide & implement multiple email plans for ERNET India and users of ERNET India. Therefore, the financial evaluation is based on the plans offered and commercials provided for different plans and other services.
- ii) It is pertinent to note here that the prices offered including unit prices and discounts offered for the services will remain valid through the entire period of agreement/ contract (subject to downside revision based on mutual consensus between Purchaser and SI). However, for the purpose of financial evaluation among the SIs, the indicative BoM is provided in the Financial Bid format to arrive at a total indicative financial bid value for this tender as an input to overall tender evaluation.
- iii) The bidder quoting lowest indicative bid value as per financial bid format at **Section-VII** including all GST/taxes will be declared as lowest Bidder (L-1) for the award of the Work Order.
- iv) ERNET India may opt for Reverse Auction after declaring L-1 (lowest bid) bid/ bidder and may have price negotiations, at its own discretion.

- v) In case the final indicative bid value of two or more tenderers are found equal, the Work Order will be awarded to the bidder on merit, securing higher marks in Technical Bid.

4. Successful bid/ bidder/SI will be declared as mentioned below:

ERNET India will declare successful bid/bidder/ SI based on following:

- i) Meeting all the pre-qualification criteria i.e. each of the conditions for Solution compliance and pre-Qualification Conditions for System Integrator (SI), Email Service Provider(ESP), Cloud Service Provider (CSP) are MANDATORY QUALIFIED.
- ii) Obtaining a minimum overall technical score of 70 (Seventy) or more and declared as technically qualified SI.
- iii) Quoting lowest indicative bid value as per financial bid format at **Section-VII** including all GST/taxes.
- iv) In case the lowest indicative bid value of two or more tenderers are found equal, the merit will be given to SI securing higher marks in Technical Bid.

Note:

- a) The successful bid will be rated as the best bid and the LOI/ Agreement /contract/ works will be awarded to that Bidder.
- b) If successful bidder as decided above, **fails to sign agreement or perform its obligation mentioned in the tender** then its bid will be rejected, and execution of bid security declaration will be forfeited.
- c) After the award/sign of LoI / Agreement/ contract to the successful SI, Purchaser will issue the work orders during the period of agreement as per the various requirement of purchaser and its users.
- d) BoM given in the table **(Section VII)** is an indicative figure for the purpose of evaluation only.
- e) Before award of the contract/PO/WO, a **Non-Disclosure Agreement (NDA)** will be required to be signed by the selected SI as well as ESP whereas SI and ESP will individually agree not to disclose the business/operations, information, application/software, hardware, business data, architecture schematics, designs, storage media and other information/documents made available as part of the assignment or otherwise to any person/entity without written approval from purchaser

Section IV: Bill of Material

Sr. No.	Service description	Indicative usages of mailbox storage in %	Measurement Unit	Quantity
(A)	(B)	(C)	(D)	(E)
Primary Services				
1	Email ID account under Standard Email Service Plan*	**50%	Nos.	2,00,000
2	Email ID account under Enterprise Email Service Plan*	**50%	Nos.	2,00,000
Secondary services				
3	Add-On Services-1 (For Email ID account under Standard / Enterprise Email Service Plan) that will include: 1. IM Chat 2. Audio / Video Calling 3. Video Conferencing 4. Meeting broadcast for Larger online meetings	-	Nos.	1,00,000
4	Add On Storage Space of 5 GB Quota (For Email ID account under Standard / Enterprise Email Service Plan)	-	Nos.	1,00,000
5	Manpower for site(s) #	-	Nos.	10
<p>Note:</p> <ol style="list-style-type: none"> 1. The quantities mentioned at Sr. 1 & 2 are interchangeable (i.e. Email ID account under Standard Email Service plan / Enterprise Email Service Plan may vary from 0 to 4,00,000 or vice-versa at any instant as per requirement), however it may go up to a maximum of 4,00,000 combined together. Similarly, the quantities mentioned at Sr. 3 & 4 are interchangeable and it may go up to maximum of 2,00,000 combined together. 2. * Detailed features are mentioned in the scope of Work for Standard and Enterprise Email Service Plan 3. ** It is considered that on an average the allocated storage space of 50% will be utilized by end users; However, it may increase /decrease depending on individual user(s) requirement/need. 4. # The quantity of manpower may be increased as per requirement of purchaser / end user, which can be maximum up to 200 manpower. 				

A. General terms:

1. Detailed features of (i) Standard and (ii) Enterprise Email Service Plans, (iii) Add-On Service-1 and (iv) Add On Storage Space of 5 GB Quota are given in **Section-V** of tender document.
2. The quantities indicated above are indicative in nature, while purchase of user email accounts and other items/ services will be based on the actual upcoming requirements from the prospective users (which may be higher or lower as given in the above table) of ERNET India. Accordingly, work orders/purchase orders will be issued by ERNET India on the basis of requirements received from its various users during the seven (7) years of agreement period.

Presently, ERNET India is providing around 3000 email accounts/ ID's to some user organisations and for own use of ERNET India, thus, initially approximately same number of Email ID accounts for these organizations may be purchased. However, ERNET India shall not be bound to purchase services from this tender.

3. After finalizing successful bid/ bidder, ERNET India will issue LoI and sign the Agreement with the successful bidder as deemed fit to the purchaser. Subsequently, Work Orders for the exact requirement will be issued by the purchaser from time to time during the seven (7) years period of

this contract/agreement and bidder is required to provide email services in line to the terms of this tender and rates quoted by the successful bidder.

4. The Work Order(s) may be issued by ERNET India for any varying number of users for any period during the resultant agreement period of 7 years. However, the total active quantities at a time during the entire agreement period of 7 years will not exceed more than the quantities mentioned in Bill of Material at Section-IV. i.e.
 - i. The quantity consumed will be considered for new user(s) only.
 - ii. In case any user surrenders the Primary / Secondary Services during the agreement period of seven (7) years, the surrendered quantity will not be considered as consumed and it may be allocated or again purchased for/ to new user(s) subject to condition that maximum of total quantities at a time will be restricted and will not exceed more than the quantity mentioned in Bill of Material at **Section-IV**.

Section V: Technical Requirements & Scope of Work with SLA

1. Technical Requirements

The bidders are required to provide managed secure Email services in a cloud based environment that should be managed by the successful bidder on a yearly subscription model. The features listed in below Key requirements shall be available to the end users while purchasing email plans.

2. Key Technical Requirements

1. Technical Requirement for proposed Cloud based Email solution.
2. Functional Requirements of the proposed solution.
3. Technical Requirements on Security Features.

2.1 Technical Requirement for proposed Cloud based email solution

1. The email solution should be deployed to create multiple tenants i.e. each Customer of ERNET India would get an isolated email tenant to host their users into this cloud based Email application.
2. The provisioning of infrastructure required on both DC and DR sites.
3. The DC & DR setup used for providing email services must comply with all Indian regulatory guidelines prescribed for providing cloud-based services in India (as amended from time to time).
4. Dedicated Email solution must be hosted in India including their DC and DR in India, no network and data sharing/replication/processing to any data center/data processor outside the boundaries of the country. The bidder/successful bidder shall be bound by Indian law and Indian IT Law. No data in any circumstances should be shared / copied / transmitted/processed without Purchaser's consent and it should be as per the Indian IT Law.

The Cloud service provider/ Email solution hosting platform should be compliant to the following control standards:

ISO 27001- Data Centre and the cloud services should be certified for the latest version of the standards

ISO/IEC 27017:2015 - Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology.

ISO 27018 - Code of practice for protection of personally identifiable information (PII) in public clouds.

ISO 20000-9-Guidance on the application of ISO/IEC 20000-1 to cloud services.

Selected bidder/SI shall declare the locations of the infrastructure in India from where the managed secure mail services along with all other solutions are offered as part of this tender/ contract, including locations of their DC & DR setup.

5. During the period of the contract/agreement all updates and upgrades implemented on the solution by the Email Service Provider should be provided without any additional cost.
6. The solution should have an administrative console for user management, monitoring and policy and usage management of the solution.

The bidder should provide a mechanism in real-time mode for SLA enforcement regarding uptime of Services along with flexibility to generate report on hourly/ daily/ weekly/ monthly/

specified date range.

Solution shall provide real-time access to email logs (webmail, POP, IMAP, Admin portal, revoke/authorization logs etc.) and other solution logs.

7. The solution should be able to be configured on multiple domains per user departments however should allow to centrally manage and configure the solution.
8. If Indian Government demand is received for any data, the process mentioned below has to be followed:
 - Disclosure of data of any kind on legal/statutory compulsion should be done only after obtaining concurrence from Purchaser.
 - Resist illicit demands that are invalid which are not permitted by the Indian Government or Indian IT Law or any other Indian Regulatory Authorities.
9. Any data requests from Governments or entities of any country other than India shall not be entertained by the SI and all such requests shall be passed to purchaser.
10. The bidder needs to provision all email ID accounts under this contract/agreement and store all related data and files linked to these accounts in dedicated servers & racks in the data centers located in Indian geography only.
11. The bidder should allow for physical access, audit and inspection of the data centers of the SI, ESP & CSP where data related to users under this contract/agreement is being stored as and when required for the entities specified by the purchaser from time to time as per Indian laws.
12. The bidder shall provide dependency documentations (if any) for the solution usage along with the proposed solution for preparedness

2.2 Functional Requirements of the proposed solution

The bidder should provide a multi-tenant cloud-based email solution with the below mentioned minimum set of key features and services desired in the proposed solution that should be available to the end users while purchasing email plans without any additional costs.

Email with subsequent features

1. Solution should have capability to Create Mailing Lists, access Control Level etc. and should have the ability to control Attachment size, type and extension, etc.
2. Solution should have capability for Mail Queue management/Priority Management and should handle SMTP Secured connection.
3. Solution should provide access from Mobile devices/ Mobile Apps with real time syncing of mails with all subfolders between all the access points and should support third party email clients.
4. Solution should have Rich features e.g. mail search, advance features of mail search, proper distinction between Read and Unread emails in mail box, calendar and Task Management, Reminders, meetings setup.
5. The proposed solution on cloud should support recalling/resending of messages sent and also should notify the user on the success or failure of the message recall. This facility should be available to users and administrators.
6. The proposed messaging solution on cloud should support standard protocols like POP3/IMAP/HTTPS/MAPI and SMTP/MIME over normal and secure channels. The email solution should support Mail clients having the following features viz. POP3, IMAP, LDAP, SMTP.
7. The proposed solution should provide seamless and secure web access via popular Internet browsers (comprising but not limited to Microsoft Edge, Chrome, Mozilla Firefox, Safari, Opera etc.), and the user interface and experience must be consistent across the web interface and the email client, as well as the modern mobile devices' internet browsers or mobile mail apps.
8. The proposed solution should support all widely used email clients such as MS Outlook, Mozilla Thunderbird, EWS for Outlook on Mac/Apple Mail client etc.

9. Users should be able to use conditional formatting/filtering to automatically /manually arrange emails based on sender, subject, recipients, status, importance etc.
10. It should have to access email from mobile phones. It should support cHTML, XHTML, and HTML mobile phone browser.
11. It should have multiple address books. Solution should allow to add contacts from the Global Address List (Shared organization directory) to personal contact.
12. It should support for filtering and grouping of addresses into multiple virtual address books depending on attributes defined in the filters. The proposed solution should also provide whitelisting/blacklisting capabilities.
13. It should support SMTP as default messaging protocol for mail transfer for internet.
14. It should have ability to use Indian local language i.e. Unicode compliant.
15. It should have ability to spell check.
16. It should have ability to store messages in draft for later sending.
17. It should have ability to use address book global and local from compose screen.
18. It should have ability to add auto signature (VCF).
19. It should have ability to save message in sent folders.
20. It should have ability to mark a copy to self during composing.
21. It should support message displaying capabilities-messages sent OR Failed-If Failed Reason.
22. It should have ability to compose HTML messages.
23. It should have ability to compose in Rich Edit Form.
24. Options in Folders should be Inbox, Draft, Sent, Trash by Default.
25. User should be able to sign and encrypt emails from the Web client & Native Desktop Clients
26. It should support for User Created Folders.
27. It should have create, rename, delete, user created folders.
28. It should have ability to Empty Trash and restore deleted emails from "Trash"
29. It should have filter rules for users based on Sender / Recipient subject etc. should have support to visualize summary of Folders Based on New / Total Messages.
30. It should support Priority on Filters.
31. Messaging Server should support cHTML, XHTML, and HTML mobile phone browser.
32. User should be able to select the priority of the follow-up (low, normal, urgent), indicated by a flag in the inbox.
33. Should allow the user to move to the next or previous message without having to return to the inbox view.
34. Browser software should support basic authentication, session authentication, active content filtering, additionally it should be designed to work well with supported proxy servers and virtual private network solutions.
35. The messaging software should support automatic message routing for messaging architecture with multiple routes, and mails should be delivered using the most direct route by default.
36. The messaging software should support configuration of different Out of Office message to be sent to internal and external recipients.
37. The messaging software should support configuring and scheduling Out of Office to end and begin on different dates.
38. Domain wise customized Login Page.
39. IDN - Internationalize Domain Name, user ID as नाम@विद्याभारत.....
40. My Dashboard - Display information pertaining to user email account like Last 15 days, successful login information, Email aliases mapped with the Email account, Mailbox quota and usage.
41. Distribution Groups.
42. Allow Users to self-create and manage Distribution Groups.
43. Allow Admin to create and manage Distribution Groups.
44. Able to Control access, creation, visibility of groups in Groups Directory and Global Address Book.
45. AD based Automated Distribution List Creation/Deletion /Modification.
46. Able to support UNLIMITED number of groups.
47. Able to create Dynamic Distribution Groups.
48. The domain administrator should be able to configure different storage quota(s) per user in a domain that should not exceed the total storage defined for a tenant.

Calendar, Tasks and Notes

49. Easy and friendly basic navigational e.g. calendar event creation with color code and etc.
50. Schedule an event date/time range down to the minute, subject and description fields, reminder, and event reoccurrence functionality. Able to attach files in the description acute to the appointment. Able to prevent event conflicts and the setting up of meeting requests. (Find a time on mobile & web).
51. Able to track RSVP. Able to automate scheduling of meeting/conference rooms (Resource Booking & Enhanced Room booking).
52. Reminders to users (Tasks).
53. Able to share calendar with co-workers and external organizations. Able to allow calendar to be shared as Viewer to show Free/Busy or full Event detail.
54. Auto Suggest Free time slot for attendees.
55. Should provide support for group collaboration, calendaring, scheduling. Should provide support for collaborative development and support for workflow scenarios and web services.

Archive Mailbox

56. Records pertaining to all mails and data including attachments must be available in the proposed solution with the facility of archival / retrieval at any time as requested by the Purchaser, during the contract/agreement period.
57. Should provide out of box archive solution without need for 3rd party integration. Admin should be able to retrieve the archival record which may be required from time to time without downloading/restoring the mailbox.

Mail e-discovery & Retention

58. There should be a centralized e-discovery mechanism to find information from mail, group conversations, attachment and documents stored on document libraries from single compliance portal.
59. Solution should facilitate email discovery and retrieval as per Purchaser email policy and all legal and regulatory requirements.
60. Custom retention rules & policies.

Personal File Storage

61. The solution should allow for online cloud storage space to users.

Secure File and folder sharing

62. The proposed solution must allow sharing & collaboration on a Document, Spreadsheet or Presentation:
 - a. Allow 50 people with view, edit, permissions on a Documents, Sheets, or Slides file at the same time.
63. The proposed solution must provide the ability to limit how a file is shared by providing options, such as:
 - a. Choose if a user can view or edit. When you share a file with someone, you can choose what they can do with it.
 - b. Viewer: user can view but can't change or share the file with others.
 - c. Editor: user can make changes, accept, or reject suggestions, and share the file with others.

Productivity Tools

64. The bidder needs to provide a productivity suite comprising a minimum of word processor, spreadsheets and presentation. The productivity tools should offer standard features available in similar standard products available.
65. The productivity tools should seamlessly integrate with other productivity tools and services their single login and should be enabled by single sign-on.
66. The productivity tools should allow for collaborative working online between users.

IM Chat

67. The Solution should support Secure Team Instant Messaging (One to one and Group chat).
68. The Solution should support Attach files in the Instant Messaging.
69. Should support creation group and invite colleagues in the conversations.

Audio/Video Calling

70. The Solution should be able to provide auto live captioning for English/multiple Language in Video Call
71. The solution offered should be secured connection established between participant and host should be end-to-end encrypted.

Video Conferencing

72. The solution should have an integrated video conferencing solution with the ability for individual calls, group meetings and webcasts.
73. The video conferencing should allow for screen sharing and remote access upon permission by users.
74. Users should have the ability to use whiteboards, annotation tools, take meeting notes and minutes during meetings being conducted through video conferencing.
75. The video conferencing solution should allow the meeting host to control the audio and video capabilities of the meeting attendees.
76. The video conferencing solution should allow host to split the main meetings into breakout groups and then should allow to converge them in the main meeting at any time during the meeting.

Meeting broadcast for larger online meetings

77. Solution must have Message broadcasting feature (One to Many, Many to Many).
78. Streaming / broadcast features across org / Live Telecast from Unified Communication Tool. Also, should have Q & A Session in broadcast session.

Unified Communication Features

79. For Mobile ActiveSync: To sync emails, calendars, contacts, custom user folders, tasks, and notes from the email server with mobile devices including remote wipe and ABQ (Allow, Block and Quarantine)

2.3 Technical Requirements on Security Features

Admin Delegation

1. Solution should allow admin to perform below listed activities.
 - a. Edit profile
 - b. Enable or Disable IMAP/POP
 - c. Password Reset
 - d. Delete account
 - e. Dashboard in admin panel
2. Feasibility with the solution to update below mentioned activities
 - a. Password Reset
 - b. Account Expiry Date
 - c. Enable IMAP
 - d. Deactivate Account

Admin Controls

1. It should support domain-level black and whitelists.
2. It should support DNS Based Distributed blacklists.
3. It should provide keyword (body text) based filtering. It should filter messages based on a variety of words, phrases, and/or sentences.
4. Solution should have Capability to integrate with external authentication servers
5. Solution should have Capability to send and receive authenticated and encrypted emails and archived mail backup and restoration at user level.

6. Solution should have Support to mark/filter Spam/Junk mail
7. Should be capable of administration through a single window interface to provide server level control and configuration of the messaging system for all servers including:
 - a. Create / rename / delete mail accounts
 - b. Reset / set user passwords for Messaging platform
 - c. List all users in the messaging system
 - d. Enable / disable user accounts
 - e. Add alias e-mail address for a user
 - f. Increase/ Decrease the size of mailbox
8. Ability to provide different mailbox sizes to users based on their roles/ categories/ designation.
9. It should be capable of integration with PKI services.
10. It should have support for multiple domains over the internet.
11. It should have routing engine like ESMTP.
12. It should support aliases e-mail addresses.
13. Policy based management should provide for centralized, targeted control over user settings, so a change in one place can update users in any scope from an individual to a group or to an entire organization.
14. The solution should allow for open API's to enable seamless integrations with other software tools and platforms.
15. Users should be able to take advantage of web mail Redirect to access their mail without knowing the full names of their mail servers.
16. Delegated administrator console for each domain configured on the service. For e.g. meity.gov.in, iitk.ac.in, du.ac.in, etc. Each domain will have its own admin with its own console for user management.

Audit Logging

17. Solution should have the mailbox audit feature enabled for all users. Audit Logs should be preserved for at least 90 days in online / offline or as per Govt. guidelines.
18. The proposed solution must have the ability to record all activities and actions performed in admin console for audit and compliance purposes.
19. Logs retention of Minimum 90 days or as per Govt. guidelines.
20. The proposed solution should also provide the capability to export the admin logs for analytics purposes.
21. Multi-Factor Authentication (MFA).
22. The proposed solution must support MFA (Multiple Factor Authentication) to protect user identities using various verification methods.
23. User wise Limit number of devices for registration for Multifactor Authentication.
24. API to Integrate Multifactor with third Party Applications to allow/Delete country policy, View registered devices etc.
25. Login using TOTP , Push Notification.

Email encryption

26. The solution should support industry standard encryptions such as AES 256 GCM, TLS 1.3 or above and relevant secure versions as and when released during the entire Contract/ agreement Period between Server to Server & Server to Mail Clients.
27. The solution should support Digital Signature of Email messages.
28. Web Access to Email should be through HTTPs (latest SSL Certificate should be installed).
29. It should have support for standards like MIME/SMIME on native client & web access.
30. Messaging Client and Server should support Mail / Multipurpose Internet Mail Extensions (S-MIME), enabling users to digitally sign and encrypt e-mails and attachments.
31. It should support PKI services for all clients (such as mail client, web, and mobile devices).

Advanced Reporting

32. Solution should have mail flow status report that shows information about incoming and outgoing email.

33. Need department/entity wise license utilization dashboard.
34. Solution should have capability to provide Alerts and monitoring interface and solution support Remote Administration for administrators.

Email Security Compliance

Sl. No.	Minimum Required Specification	Compliance (Yes / No)	Deviation (if any please specify)
E-MAIL SECURITY TECHNICAL SPECIFICATIONS:			
1	The Solution should be virtual appliance based		
2	High Availability should be provided for Email security solution.		
3	The solution should provide domains to all individual organisations / departments as per the requirement of ERNET India and should be scalable in future.		
4	The Email Security solution should provide flexible & scalable deployment options.		
5	The solution should support mail boxes purchased by ERNET India as per the requirement.		
6	Should combine antimalware technology with advanced heuristics to provide real-time email protection against viruses, spyware, phishing, and other malicious attacks while enforcing content filtering policies.		
7	Ability to scan messages in transit or on the mailbox to protect against email borne threats		
8	Advanced content filtering protects sensitive information using pre-defined policies, regular expressions, attachment criteria, true file typing, and more.		
9	Flexible real-time, scheduled, and manual scanning.		
10	For virtualization, latest MS Hyper-V or VM Ware or equivalent may be used.		
PROTECTION			
13	It should provide Phishing Detection Technology		
14	Should contain Superior Spam Blocking Techniques		
15	Provide Directory Harvesting Attack Protection for emails.		
16	It should protect against denial of service attacks.		
17	Anti-spoofing with support for SPF, DKIM and DMARC should be available.		
18	Policy Rules for Users, Groups or All Users		
19	Compliance Rules and Routing Support		
20	Should support Email Encryption		
21	Ability to scan email attachments		
22	Should provide reputation based protection against bad emails/domains.		
23	Zombie Detection & Time-Zero Virus Protection.		
24	Should provide atleast 2 engines for Anti-virus scanning.		
25	Solution should provide inbound/outbound protection for emails.		

26	Provision of connection management with advanced IP reputation should be available.		
27	Anti-spoofing with support for SPF, DKIM and DMARC		
28	Zombie detection		
29	The feature of adjusting the Spam Aggressiveness should be available.		
30	The virtual appliance should support Advanced Threat Protection.		
31	Different level of Spam aggressiveness should be readily available. Ex: Medium, Strong etc.		
32	Ability to perform heuristics for email traffic.		
33	Email Security Virtual Appliance should be integrated with multi engine Anti-APT/Sandboxing solution which should have functionality to address unknown/ Zero day threats and to isolate unknown threats found in suspicious file attachments and URLs, so you can stop advanced threats before they reach the users' inboxes.		
34	Should protect users from clicking on malicious links across any device and from any location with time-of-click URL protection		
35	Should protect your data by enforcing granular data loss prevention (DLP) and compliance policies		
36	Should have advanced analysis techniques to stop targeted phishing attacks, email fraud and business email compromise (BEC)		
37	Simplify management with intelligent automation, task delegation, at-a-glance customizable dashboard and robust reporting		
38	Should get up-to-date anti-virus and anti- spyware protection. The solution should utilize signatures from industry-leading anti-virus databases and malicious URL detections for multi-layer protection instead of relying on a single anti-virus technology.		
39	Should have predictive analysis which enables you to safeguard your network from when a new virus outbreak occurs until the time an anti-virus signature update is available.		
40	The solution should have high availability feature.		
COMPLIANCE/ENCRYPTION SUPPORT			
41	Robust policy management,		
42	Attachment scanning		
43	Approval boxes/workflow		
44	Dictionaries		
45	Encryption of emails should be supported.		
46	Searches for predefined social security numbers. An easy-to-use, web-based UI enables custom record searches. outing numbers or credit card		

47	Attachment scanning—Looks for content within document attachments, including Word, PowerPoint, PDF and more than 100 other file types to ensure that sensitive data is not distributed.		
48	Set and enforce policies for common compliance setups		
49	Should support enabling organizations handling health or financial records to monitor for HIPAA, SOX or GLBA violations. When these dictionaries are used in conjunction with Record ID matching, they ensure the Protection of confidential information.		
50	Should support enabling the viewing of email that potentially violates compliance policies before allowing it to be distributed outside the organization.		
51	Archiving: organizations should be able to route email that matches a specific policy to an external archive.		
52	Securely routes email that matches a specific policy to an integrated, seamless cloud encryption server to ensure the secure exchange of Email containing sensitive customer data or confidential information.		
53	Should support enabling organizations to monitor and report on compliance-related email traffic.		
54	Support Email encryption service to ensure secure exchange of confidential information		
ADMINISTRATION			
55	Configuration of the solution should be easy to configure with initial setup wizard.		
56	Ease of Use		
57	The solution should provide secure management through Graphical User interface via https		
58	Quick Configuration Steps should be available directly from virtual appliance.		
59	Updates for Reputation Engine, Anti-Spam and Cloud based protection should be every 5 minutes or less		
60	Ability to search messages		
61	Auditing of emails should be readily available through the GUI		
62	The email security solution should have the possibility of Integrating with LDAP		
63	Per User Junk mail should be available in the solution		
64	Have the ability for Per User Anti-Spam should be available.		
65	Have the ability to provide Per User Allowed/Blocked Lists		
66	Single Sign On should be supported		
67	The solution should be compatible with all email servers		
68	The MTA should provide high throughput for email processing.		
69	The solution should be able to scale extensively via different form factors.		
70	Provide overview and visualization of Good Vs Bad Emails		
71	Record ID matching to easily search for predefined		

	information		
72	Attachment scanning to stop the release of unauthorized information		
73	It should provide the options of Adding disclaimers for both inbound and outbound email.		
74	Should be able to block attachments by Size.		
75	Provide the option to limit the size of emails through the solution.		
	REPORTING		
76	Scheduling of Reports for Emails should be available		
77	Compliance reporting should be supported		
78	Should provide a dashboard for monitoring emails Good Vs Bad Emails etc.		
79	Separate system shall be considered for the centralised management system.		

3. Scope of Work

3.1 Project/ Work Overview

The purchaser intends to select a System Integrator which will be providing cloud-based email services for the purchaser and users of purchasers, like education, research, academic, Govt. institutions, departments, organizations, etc.

The SI will provide the service/ solution in a managed service model. The set up and operations of services is to be done on end- to-end service-based model wherein the SI will provide email services to the user organizations/ institutions /clients of purchaser. SI will have to interact with Purchaser as well as with various end user organizations/ institutions. The SI must have the capabilities to implement, execute and manage the large email services / solution. SI shall be required to have in-house skill set to operate and manage the end-user requirements. Requisite level of support shall be provided by the SI under the strategic control of Purchaser to the users of purchaser.

3.2 Email Service Plans

All the below requirements shall need to be met by a single product suite. All security features listed below must be fulfilled natively by the proposed solution or with third-party integrations. Purchaser requires the SI to bid with one ESP solutions for the below mentioned Email Service plans:

Primary Services:

TABLE-1			
Sr.	Standard Email Service Plan	Sr.	Enterprise Email Service Plan
Email Features			
1	Email with storage of up to 10GB and its features	1	Email with storage of up to 20GB and its features
2	Distribution Groups	2	Distribution Groups
3	Calendar, Tasks & Notes	3	Calendar, Tasks & Notes
		4	Archive Mailbox
Unified Communication Features			
4	Mobile ActiveSync	5	Mobile ActiveSync
		6	MAPI connector to MS Outlook on Windows
Security & Compliance Features			

5	Admin Delegation	7	Admin Delegation
6	Admin Controls	8	Admin Controls
7	Audit Logging	9	Audit Logging
8	Multi-Factor Authentication inclusive of TOTP	10	Multi-Factor Authentication inclusive of TOTP
9	Email Encryption Secure (TLS)	11	Email EncryptionSecure Multipurpose Internet Mail Extension(S/MIME)
File Storage Features			
		12	Personal File Storage
		13	Secure File and folder sharing
Productivity Tools			
		14	Word Processor
		15	Spreadsheets
		16	Presentations

Secondary Services:

TABLE-2	
Sr.	Add-on Services-1 (For Email ID account under Standard / Enterprise Email Service Plan)
1	IM Chat
2	Audio / Video Calling
3	Video Conferencing
4	Meeting broadcast for Larger online meetings

TABLE-3	
Sr.	Add On Storage Space (For Email ID account under Standard / Enterprise Email Service Plan)
1	5 GB Quota

The details of the functional requirements of above plans are mentioned in this section.

TABLE-4	
Sr.	Manpower for site(s)
1	<p>Manpower</p> <p>Basic Qualification: Diploma or Engineering Graduate in relevant field (i.e. IT, Computer Science, Networking, Electronics/ Communications, etc)</p> <p>Experience: Minimum 3 Years with Diploma or 2 Years with Degree having:</p> <p>Good professional experience in providing email services and email migration related work to the user organizations.</p> <p>Key responsibilities in providing Email services would be as:</p> <ul style="list-style-type: none"> ▪ Single point of contact for the user for all things related to Email services; ▪ Track work progress. ▪ Timely resolution of issues ▪ Good technical, product knowledge and problem-solving skills. ▪ Technical expertise on overall email solution components as required; ▪ Overall delivery and operations management to the email services taken by the user organization. Overall work coordination,

		<p>management, resolution to the problems/ issues faced by the user organization.</p> <ul style="list-style-type: none"> ▪ Coordination with SI, ESP, CSP, Purchaser etc. for all things related to full fill and execution of the email services related work satisfactorily.
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3.3 Creation of new Emails

1. The SI shall provide Email services, i.e. Email accounts, to ERNET India and its users for which SI shall design, setup and configure a secure, robust, scalable and highly available mail messaging solution by using appropriately sized servers, storage, security devices & tools, networking devices, backup devices, etc., based on an enterprise class cloud mail messaging platform at their end. The proposed Email services should comply with all the technical & functional specifications given in the Tender.
2. The SI shall create new unique email ids for all the users in consultation with purchaser.
3. SI shall take complete ownership to create new email solution of users as specified in in this tender and its Section V. SI shall be responsible for creation of emails accounts / mail box / solution as per service plans layout at **Sr. 2.2 of Section V** meeting key components and services with minimum set of key features that are desired in the proposed Email plan/ solution.

3.4 Existing Users & Users requiring Email Migration

1. SI shall take complete ownership to migrate from existing email accounts/ solution of users to new cloud-based email service/ solution seamlessly.
2. In a broader perspective, the migration process will involve moving all accounts and their associated data from Existing setup (If any) to the newly proposed setup, including followings:
 - i. Migration of all the existing email data from the current setup to the proposed email solution with minimum end user impact during the process with zero Data Loss. In the migration process mailboxes with the account structure (ex. Folder Structure, Mail Filters, Calendars, address books, passwords) will be intact. The migration plan in detail will be prepared prior to process is initiation.
 - ii. Migration of existing components as required such as (a) LDAP servers (b) Domain configured, (c) Other Mail Services.

3.5 Detailed Project/Work Plan

- 1) The SI shall be responsible for the preparation of detailed Project / Work Plan to execute the awarded works. The plan shall address, at the minimum, the following:
 - a) Organize all sets of activities for executing the Project/ Work successfully meeting all terms of tender and the interdependencies between them.
 - b) Resource deployment plan.
 - c) Resource assignments and responsibilities to various tasks.
 - d) Associated risks to be highlighted.
 - e) Project/ Work deadlines to be identified and performance objectives measured against various deadlines.
 - f) During the Project/ Work implementation, the SI shall report to Purchaser, on following items:
 - I. Results accomplished during the period on regular basis.
 - II. Cumulative deviations to date from the schedule as specified in the finalized Project/ Work Plan.
 - III. Corrective actions to be taken to return to planned schedule of progress.
 - IV. Proposed revision to planned schedule provided such revision is necessitated by reasons

beyond the control of SI.

- v. Other issues and outstanding problems, and actions proposed to be taken.
- 2) The SI shall be responsible for implementing and maintaining the entire Email solution for Purchaser users. The provision of Email services involves configuration, integration, network & security features/components with minimal downtime, while ensuring business runs as usual. The SI shall ensure that all the features, accessories, sub-components required for the functionality and completeness of the solution, including but not limited to devices, components, accessories, software, licenses, add-ons, tools, etc., over and above what has been specified in the tender shall also be provisioned according to the requirements of the solution.
 - 3) The SI shall be also responsible for activities including, but not limited to, the following:
 - i. Set-up of project management office (PMO) as required at their end or if required at ERNET/users end.
 - ii. SI obliged to provide the detailed project plan including key project activities and milestones monitoring and updates which needs to be share with Purchaser.
 - iii. Project progress status, monitoring, reporting including Performance, tender terms compliance with SLA compliance,
 - 4) Managed Services: A Managed Services team shall be set at bidder end during the start of the project/ awarded work for managing the operational activities of the Email solution/ work order. The Managed Services team; at the minimum; include an Email support manager from the SI. It will also include key individuals from other relevant stakeholders including members of the Purchaser's Project Team. The operational aspects of the new Email solution need to be handled by the SI including maintaining weekly statuses, plan, etc.

As per the requirement, the managed services team will meet on a weekly basis at ERNET India office till completion of work for the following minimum things:

Risk and issue log, if any, shall be validated on periodic basis by an authorized Govt./ independent agency appointed by Purchaser, however SI/Bidder will extend its expertise in this regard to full extent.

The SI shall maintain the risk log/register and update the same monthly based on addition/ modification/ closure of risk profiles and provide the status of the risk log/register as part of monthly MIS reporting.

- 5) Escalation Matrix: The SI shall define and submit an escalation matrix for handling issues, security risks and incidents. The escalation matrix shall clearly define the following:
 - i. Escalation team members and their roles and responsibilities within the escalation matrix.
 - ii. Identify and define risk and severity levels for reporting and action.
 - iii. Update escalation matrix on need basis in case there are changes to team member roles.
- 6) Reporting: The SI shall provide daily (only if required to user), weekly, monthly, quarterly, half-yearly and yearly reports on service management, KPIs, SLA, compliance, security threats, security risks, incidents and the response/mitigation carried out for such incidents. The SI shall ensure that all incidents are reported to Purchaser. The SI shall coordinate with the ESP for closure of any incidents with respect to applications of Purchaser.

3.6 Incident Management

General

SI shall manage, resolve and close all Incidents in accordance with this section and tender and the applicable Service Levels. SI acknowledges and agrees that the primary objective of Incident management is to restore normal service operation as quickly as possible and communicate the

resolution to the purchaser and users.

In line with the above, SI shall use ITIL-Compliant Incident management processes to manage service disruptions, with the objective of minimizing adverse impacts and delays to Customer and Service Users.

SI shall perform the following Incident management sub-processes:

- a) Verification and identification of Incident
- b) Incident logging, categorization, and prioritization
- c) Conduct Incident diagnosis
- d) Investigate and diagnose Incident
- e) Manage critical Incident
- f) Resolution and recover
- g) Management review
- h) Incident Closure
- i) Logging of Incidents

SI shall ensure that all Incidents are logged in the ITSM Tool, and that Customer shall be given access, as required.

Where an Incident has occurred, it shall be logged by Purchaser or User (or a Third-Party contractor of either User or Purchaser) (“Incident Log Entry”) using the ITSM Tool. SI/Bidder needs to provide the ITSM tool.

If SI itself becomes aware of an Incident prior to it being logged on the ITSM Tool under paragraph above, SI shall immediately log the Incident using the ITSM Tool.

SI shall, at the time of logging an Incident or, if it has not logged the Incident, as soon as becoming aware of the Incident Log Entry and, in any case, within the Response Time, detail the following information in the Incident Log Entry to the extent it is not automatically included by the ITSM Tool:

- a) the Severity Level for the Incident as determined in accordance with requirements furnished in this section;
- b) a unique Incident Log Entry number (each number to be applied sequentially);
- c) the date and time the Incident Log Entry is made;
- d) the person/organization creating the Incident Log Entry; and
- e) to the extent that SI is aware of the number of System Users who have been affected, an estimate (produced with all due care and diligence) of that number.

The point in time at which an Incident shall be deemed “logged” shall be the point at which the Incident is first assigned to the resolver group/ SI as evidenced by the ITSM Tool.

SI shall:

- a) monitor the ITSM Tool for notifications of Incidents;
- b) within the Response Time:
 - use the ITSM Tool to send Purchaser/ User a Response of each Incident Log Entry;
 - if the Incident is one for which SI is not responsible because the Incident has nothing to do with the proper performance of the Solution or the O&M Services, notify Purchaser and User via the ITSM Tool and the Communicate that it is not responsible for the Incident;
 - once a Severity Level 1 Incident or a Severity Level 2 Incident has been logged; SI shall manage, and coordinate the Resolution of, and Resolve, such Incidents;
 - promptly update the Incident Log Entry so that the all and following information is always up to date; and

SI shall provide

- a) the information required on the incident;
- b) details of SI's Personnel who have been assigned to the Incident;
- c) details of any communications with the Incident Manager or Communicator in connection with the Incident;
- d) any notes and comments regarding any mitigating circumstances regarding the Incident; and
- e) SI's planned actions for resolving the Incident include details, where applicable, of the estimated time within which such Incident will be remedied.

SI shall proactively progress all Incidents and track and escalate all related issues to the appropriate User & Purchaser Personnel; and once the Incident is Resolved and SI has included all required information in the respective Incident Log Entry, Close the respective Incident Log Entry and detail the reason for such closure, and the Customer/ Purchaser individual who confirmed it could be Closed.

Managing, Investigating and Resolving Incidents

In respect of each Incident, SI shall:

- a) appoint an Incident Manager who is aware of the Incident and regularly update User / Purchaser, via the Communicator, on the progress of the Resolution of the Incident;
- b) to the extent that SI has, or is able to gain access to, data and information which is needed to understand the nature, magnitude, and impact of the Incident, SI shall provide such information to the User and Purchaser as quickly as reasonably possible to allow for investigation, diagnosis, and Resolution of the Incident in accordance with the Service Levels;
- c) attend all meetings which are scheduled for the purpose of managing and Resolving the Incident, whether such meetings are scheduled by SI or User or Purchaser; and
- d) ensure that SI Personnel shall work whatever hours are necessary to ensure that Resolution and Closure in respect of an Incident is achieved in accordance with the Service Levels.

Severity Level Definitions

Each Incident shall be allocated a Severity Level using the Severity Level Criteria:

- a) such allocation to be made by the entity (i.e., User, a Service Recipient, Purchaser or SI) that created the Incident Log Entry or, if that entity was not SI and the allocation was not made at the time the Incident Log Entry was first created, by SI in accordance with this
- b) in the event that two (2) or more reports of the same Incident are allocated different Severity Levels, the applicable Severity Level shall be the highest Severity Level so allocated.

User or Purchaser may, acting reasonably, change the Severity Level allocated to any Incident at any time.

The SI shall increase or (subject to the written approval of User/ Purchaser) decrease the Severity Level allocated to an Incident as soon as it becomes aware of any facts or circumstances that make such an increase or decrease appropriate.

If the Severity Level of an Incident is increased then, for the purposes of calculating the Resolution Time, the Incident Log Entry shall be deemed to have been created at the time of the Severity Level increase.

If a Severity Level is assigned incorrectly (having regard to the information available at the time) then, for the purpose of calculating the Resolution Time for that Incident, the Incident Log Entry shall be deemed to have been created at the time it was originally created.

In relation to any Incident, User or Purchaser may review the allocation of the Severity Level. If User or Purchaser (having regard to the information available to SI or User at the time) determines that SI failed to properly increase the Severity Level allocated to the Incident, User or Purchaser may retrospectively allocate a different Severity Level to the Incident and the new Severity Level shall be deemed to have applied as from

the point of creation of the relevant Incident Log Entry.

Irrespective of whether SI agrees with the allocation of the Severity Level or not, SI will continue to treat the Incident in accordance with Severity Level allocated by User or Purchaser.

The following Severity Level Criteria shall be used for the purpose of determining the Severity Level to be allocated to an Incident:

Severity Level	Definition
Severity Level 1	Showstoppers involving major failure in the email systems (DC, DR, and overall operations)/ email services. There are no usable workarounds available to fix the problem. Fatal errors such as general protection fault, system hangs etc. Furthermore, testing cannot proceed until the error is fixed. These also include complete or partial email service unavailability including the incorrect behavior of the system, security incidents resulting in breach of security etc.
Severity Level 2	Users face severe restrictions in the email services / system irrespective of the cause. Workarounds are time consuming. Email services / system behavior is inconsistent. Furthermore, testing cannot proceed in the relevant areas until the error is fixed. These also include severely degraded email services / system performance, repeat calls (same issue reported at least twice), demonstrates a viable turnaround etc.
Severity Level 3	Moderate restrictions in the email services/ system irrespective of the cause. There are convenient and readily available workarounds. Only a few users are affected in an organization/ institutions. Minor errors are to be fixed, but testing can proceed with workaround solutions.
Severity Level 4	Requiring cosmetic functional changes. Does not require any workaround. It may include user query/suggestions/ service request but has no impact on email services to the users.

Resolution Times

The time taken for Resolution of each Incident shall be measured from the moment the Incident Log Entry is created in the ITSM Tool (or ought reasonably to have been created, in the case of any unreasonable delay on the part of SI in doing so) until the moment of Resolution of such Incident.

Resolution shall involve SI implementing either a Temporary Fix or a Permanent Fix, which shall be recorded by the ITSM Tool.

If SI chooses to implement a Permanent Fix, then Resolution shall be deemed to have occurred when SI confirms to the satisfaction of the Incident Manager (and such satisfaction is confirmed in writing by the Incident Manager, such confirmation not to be unreasonably withheld) that both the cause and effect of the relevant Incident has been adequately addressed and that the relevant element of the Solution (or the relevant Track) functions and performs in accordance with the Requirements, their applicable Specifications and any other relevant requirements of the Agreement and there is no longer any impact on Users or Customer or System Users.

If SI wishes to achieve Resolution by way of the implementation of a Temporary Fix, it shall provide to User / Customer details of the Temporary Fix for User's / Customer's approval, such details to include the intended effect of the Temporary Fix once implemented. If Customer/ Purchaser approves the Temporary Fix, then SI shall immediately apply the agreed Temporary Fix. The Incident shall be considered Resolved when SI confirms to the satisfaction of Customer's Incident Manager (and such satisfaction is confirmed in writing by Customer's / Purchaser's concerned person, such confirmation not to be unreasonably withheld) that the intended effect of the Temporary Fix has been achieved.

If, after SI has provided the confirmation, the Incident reoccurs within five (5) hours of such confirmation being given, the Incident shall be deemed not to have been Resolved. Any time that elapses

thereafter will be added to the lapsed time previously logged in respect of that lapsed Incident.

If an Incident has not been Resolved at the end of the applicable Measurement Period in which it has occurred, Customer/ Purchaser shall treat the Incident as ongoing, in which case the Resolution Time shall be calculated as set out in section above, and Service Credits, where the relevant Service Level is not achieved, shall occur, or begin to occur (as the case may be) until the Incident is Resolved.

Any dispute as to whether an Incident has been Resolved (following implementation of a Temporary Fix or Permanent Fix) and/or as to the timing of such Resolution shall be referred to the concerned official of Purchaser who in coordination with SI will try to resolve it, however decision of ERNET India in it shall be final.

Escalation

In respect of any Severity Level 1 and Severity Level 2 Incidents, User or Customer or Purchaser shall be entitled to notify members of SI's Senior management as follows:

- a) User or Customer or Purchaser may notify SI's Email Support Manager if a Severity Level 1 or 2 Incident or Problem is not Resolved or Permanently Fixed, respectively in accordance with the applicable Service Level; and
- b) User or Customer or Purchaser may notify SI's Email Support Manager at any stage if SI is not progressing the Resolution/Permanent Fix to User's / Customer's / Purchaser's satisfaction.

3.7 User Acceptance Testing, Go-Live and Operational Acceptance

3.7.1 Testing Phase

The SI shall provide the testing strategy and shall conduct the testing of various components of the email solution.

3.7.2 Go-Live Preparedness and Go-Live

- i. SI shall prepare and agree with Purchaser, the detailed plan for implementation and Go-Live.
- ii. The SI shall define and agree with Purchaser, the criteria for Go-Live.
- iii. SI shall submit signed-off Test report (issue closure report) ensuring all issues raised during UAT are being resolved prior to Go-Live.

3.7.3 Testing and Acceptance Criteria

- a. SI shall demonstrate the following mentioned acceptance criteria prior to acceptance of the solution as well as during project/work operations phase, in respect of scalability, security, etc. The SI may propose further detailed Acceptance criteria which the Purchaser will review. Once Purchaser provides its approval, the Acceptance criteria can be finalized. In case required, parameters might be revised by Purchaser in mutual agreement with SI and the revised parameters shall be considered for acceptance criteria. A comprehensive system should be set up that would have the capability to log & track the testing results, upload & maintain the test cases and log & track issues identified.
- b. The following table depicts the details for the various kinds of testing envisaged for the project/ works:

Type of Testing	Responsibility	Scope of Work
Load Testing	<ul style="list-style-type: none"> • ESP • Third Party (to certify the Load testing) 	<ol style="list-style-type: none"> 1. ESP to do load testing or provide proof of testing for max number of users supported on single tenant/instance of the proposed Email solution. 2. Load and stress testing of the Solution to be performed on business transaction volume. 3. Performance testing to be carried out in the exact same architecture that would be set up for production.
Security Testing (including Penetration and Vulnerability testing)	<ul style="list-style-type: none"> • SI • ERNET India (in nominating Third Party Auditor to monitor the security testing) 	<ol style="list-style-type: none"> 1. The solution should demonstrate the compliance with Cyber security requirements as mentioned in the tender including but not limited to security controls in the Email solution deployed by the SI. 2. SI should carry out security and vulnerability testing on the cloud based email solution. 3. Security testing to be carried out in the exact same environment/architecture that would be set up for production. 4. Security test report and test cases should be shared with Purchaser. 5. Testing tools if required, to be provided by SI. Purchaser doesn't intend to own these tools. 6. During O&M phase, penetration testing to be conducted on yearly basis and vulnerability assessment to be conducted on half-yearly basis. 7. Purchaser will also involve third party auditors to perform the audit/ review/ monitor the security testing carried out by SI. Cost for such auditors to be borne by bidder.
User Acceptance Testing of Project	<ul style="list-style-type: none"> • ERNET India or its users or ERNET India appointed third party auditor 	<ol style="list-style-type: none"> 1. Purchaser appointed third party auditor to perform User Acceptance Testing. 2. SI to prepare User Acceptance Testing test cases. 3. UAT to be carried out in the exact same environment/architecture that would be set up for production. 4. SI should fix issues raised during UAT and get approval on the fixes from Purchaser / third party auditor before production deployment. 5. Changes in the solution as an outcome of UAT shall not be considered as Change Request. SI must rectify the observations.

Note:

- a. SI needs to provide the details of the testing strategy and approach including details of intended tools/environment to be used by SI for testing in its technical proposal. Purchaser does not intend to own the tools.
- b. The SI shall work in a manner to satisfy all the testing requirements and adhere to the testing strategy outlined. The SI must ensure deployment of necessary resources and tools during the testing phases. The ESP shall perform the testing of the solution based on the approved test plan, document the results, and shall fix the issues found during the testing. It is the responsibility of ESP to ensure that the solution delivered by the SI meets all the requirements specified in the tender. The ESP shall take remedial action based on outcome of the tests.
- c. The SI shall arrange for environment and tools for testing and for training as envisaged. Post Go-Live; the production environment should not be used for testing and training purpose. If any

production data is used for testing, it should be masked and it should be protected. Detailed process in this regard including security requirement should be provided by the SI in its technical proposal. The process will be finalized with the selected SI.

- d. All the Third-Party Auditors (TPA) as mentioned above will be appointed and paid by Purchaser directly. All tools/ environment required for testing shall be provided by the SI.
- e. The agencies appointed by Purchaser or Purchaser itself shall perform the role of TPA. SI needs to engage with the TPA at the requirement formulation stage itself. This is important so that unnecessary re-work is avoided, and the audit is completed in time. The audit needs to be completed before Go-Live of different phases. SI needs to prepare and provide all requisite information/documents to third party auditor and ensure that there is no delay in overall schedule. The Purchaser may also appoint TPA as and when required and SI need to prepare and provide all requisite things to TPA to complete it in line to above.
- f. The cost of rectification of non-compliances shall be borne by the SI.
- g. All the necessary tools and services required for the conduct of UAT should be provided by the SI.

3.7.4 Final Acceptance Testing

The final acceptance shall cover 100% of the Project/ Work, after successful testing by the Purchaser or its PMU or its user; a Final Acceptance Test Certificate (FAT) shall be issued by the Purchaser and its user.

Prerequisite for Carrying out FAT activity:

1. Detailed test plan shall be developed by the SI and approved by Purchaser. This shall be submitted by SI before FAT activity to be carried out.
2. All documentation related to the project and relevant acceptance test document (including IT Components, non-IT Components etc.) should be completed & submitted before the final acceptance test to the Purchaser.
3. The training requirements as mentioned should be completed before the final acceptance test.
4. For both IT & Non-IT equipment's / software manuals / brochures / Data Sheets / CD / DVD / media for all the project supplied components.

The FAT shall include the following:

1. Availability of all the defined email services and solutions shall be verified.
2. The ESP shall be required to demonstrate all the features / facilities / functionalities as mentioned in the tender.
3. The ESP shall arrange the test equipment required for performance verification and will also provide documented test results.
4. The ESP shall be responsible for the security audit of established system to be carried out by a certified third party as agreed by Purchaser.

Any delay by the SI and ESP in the Final Acceptance Testing shall render him liable to the imposition of appropriate Penalties. However, delays identified beyond the control of SI & ESP shall be considered appropriately and as per mutual agreement between Purchaser and SI/ESP. In the event the SI/ESP is not able to complete the installation due to non-availability of bandwidth from the bandwidth service providers, the Supplier and Purchaser may mutually agree to redefine the Network so the SI/ESP can complete installation and conduct the Final Acceptance Test within the specified time.

The overall responsibility of meeting all tender terms shall be with SI.

3.8 Email Solution Compliances

1. The Email Services / Solution should be hosted on MeitY Empaneled Cloud Service providers.
2. The DC and DR of cloud based email solution should be hosted in India. No email data sharing/replication to any Data Centre outside the boundaries of the country

(Certificates/Undertaking/Public Documentation to be submitted).

3. The SI & ESP must sign an NDA (Non- Disclosure Agreement) to ensure the complete protection of Purchaser /Government Department data/ E&R institutions data, hosted on the cloud platform, for confidentiality.
4. Purchaser /E&R users / other organizations should have the option to select Email solution license plan needed to fulfill their requirement between Standard, Business and Enterprise plans (as mentioned in **Section V**) from self-service portal.
5. Legal jurisdiction of the entire hosted data including email, documents, etc. is with the Courts in India. Also, the entire copy of that data must be accessible for any kind of legal/audit purpose by default and without any additional cost.
6. The email solution should comply to standards (ISO 27001:2013, ISO 22301:2019, ISO 20000-1:2018, etc.) and regulations as notified by Government of India from time-to-time incl. but not limited to (IT Act 2000 and its subsequent amendments, RBI Guidelines, Ministry of Electronics & Information Technology (MEITY), CERT-IN, ERNET India etc. (SI and ESP need to ensure that offered solution as part of project scope and ensuing policies and procedures to have strict compliance to all cyber/information security policies, procedures and regulation and its subsequent updates issued by Govt. of India or its authorized agencies during the entire project duration.)
7. The EMAIL Service Provider shall permit internal & external statutory audit of the Email application & platform procured by Purchaser by regulators / certification bodies like ISO, Cert-In, NCIIPC, or by auditors appointed by Purchaser. The EMAIL Service Provider shall submit such certification as may be required by such Auditors to ERNET India. The EMAIL Service Provider shall furnish, whenever required by such Auditors, all relevant information, and records/data to them. ERNET India will bear all costs for audit activities. However, no Audit or inspection will be allowed until and unless permitted or requested by ERNET India in black and white or through email from Purchaser authorized email address.
8. The EMAIL Service Provider is bound to comply with the subsequent audit non-compliances, if found during audit activity, within 30 days after the non-compliance is shared with the EMAIL Service Provider.
9. The EMAIL Service Provider, however, reserves the right to call and /or retain for any relevant material information / reports including audit review reports undertaken by auditing party on different ISMS & other control on the Cloud Service provided to the EMAIL Service Provider.

3.9 Data Handling

- a. The SI shall provide Purchaser with reasonable assistance in support of a data protection impact assessment, solely in relation to Purchaser / users' Personal Data, the Services and where the Purchaser would not otherwise have access to the relevant information.
- b. The SI is completely prohibited to modify, delete and use of any part of the Purchaser /users' personal data.
- c. Upon termination or expiry of the Services and upon written request by ERNET India, the SI will be responsible to transfer Purchaser / User organization data securely to new location/new Email Service Provider platform and after successful transfer operation, SI will destroy all copies of ERNET India / users' Personal Data in its possession or control without any additional cost.

3.10 Helpdesk Support

The SI shall provide all telephone, e-mail-based and chat based helpdesk support options to Purchaser and its users to log their concerns, complaints, issues, etc. On line complaint logging system mechanism shall also be provided by the SI to the users and purchaser as part of helpdesk. Helpdesk shall be point of contact for Purchaser and its users like Academic / Educational, Research, Government departmental, institutions officials, other users, etc. Based on the issue, the SI may log the issue and follow-up with ESP, if required, but point of contact shall be helpdesk.

The executives in help desk shall resolve any technical issues related to all features of email solution and end user devices. Required tools and infrastructures for operating helpdesk shall be with SI. The

Helpdesk shall be in India. The SI will ensure the 100% availability of tools and required licenses to cater for 100% service capacity at the time of going live. The SI shall provide helpdesk support through implementation of respective tools and technologies and shall provide qualified manpower for 24x7 helpdesk operations.

SI need to provide real-time dashboard for all the queries received along with resolution time as well as status of unresolved queries. Purchaser holds the right to audit the SI's helpdesk functioning and may suggest improvement areas which to be complied by SI during contract/ agreement duration. Dashboard access to be provided to 15 officials from the purchaser and the same dashboard will be used for SLA monitoring. Availability of dashboard will be criteria for go-live. SI needs to get sign off from purchaser for the specification of dashboard before configuring. Regular changes to be done to the dashboard based on purchaser requirement.

3.11 Training

Training is an important aspect of this tender/ project/ work, and the SI shall be required to undertake it in a very professional manner. The SI shall conduct a proper training needs analysis of all the staff concerned and draw up a systematic training plan in line with the overall project plan. For all these training programs, the bidder must provide necessary course material and reference manuals (user/maintenance/administration).

The SI should enable Purchaser /User institutions, Departments etc. with necessary administrative training sessions initially and whenever there is features update/as requested by the Purchaser. SI should also conduct virtual trainings, training videos on email solution features, how to configure series, how to logs calls with helpdesk to enable end-user awareness

This training would focus on all the features across plans opted by Purchaser & users, use of the email solution to drive adoption of the email solution. Separate training for Nodal officers nominated by Purchaser will need to be organized for using the self- service portal, so that these users are aware of all the self-service capabilities for mailbox provisioning.

The end user training plan should have recurring training every 6 months (Or the duration as mutually agreed between ERNET India and SI).

In order to ensure user satisfaction and maintenance of other SLAs as well, it is important that appropriate training is provided to the operators before they start taking / making calls to the customers. In this regard, it is envisaged that appropriate training shall be provided by the SI.

The following shall also be few points for the training program:

- Develop and update training manuals and training records on regular intervals;
- Provide copies of all training materials to purchaser / user institutions on regular basis (softcopy);
- Implement a procedure and schedule for ongoing training and refresher training.
- Conduct training that shall include (but not be limited to):
 - Feature awareness training
 - Customer Service Enhancement
 - Code of Conduct
- Any training required for addition of new services and certain familiarization throughout the term of the contract/ agreement shall be at the cost and responsibility of SI.

The training sessions may be conducted through online mode for end users and in offline mode (on requirement basis) for staff of ERNET India.

3.12 In brief, few generic roles of SI are as below

- i) Configure New Email Solution includes: Configure Directory Synchronization (If Applicable); Create and assign license for new email users as per profiling provided; Configure mailboxes; Create Email related policies and rules as applicable; Method to configure Email on mobile devices, laptop, desktop, etc.; Create email Distribution/Security groups; Delegation of administrative roles; Enable Audit Logs settings; Configure Anti-Malware and Anti-Spam policies; Configure advanced security protection policies; Configure collaboration tools policies; Configure Email encryption; Configure Device Registration; Configure IP based access restriction to emails; Configure User Key Integration; Create Enterprise Rights Management policies for email, etc.
- ii) Administer New Email Solution includes: Maintain access keys/Key Rotation; Manage Identity & Access Management/Directory services; Email Recovery; Email discovery for legal case or investigation; Updating Security policies; Manage Email Distribution/Security groups; Initiate change request; Maintain and renew certificates; Maintenance of licensing information; Maintain adherence to compliance standards; Maintain logs for required compliance; Provide network and security administration; Test security policies before production rollout; Install Add-Ons or 3rd party software for enhanced features;
- iii) Monitor includes: Monitoring Email Dashboards; Monitor Service consumption/ usage; Monitor new updates rollout; Monitor Service health; Monitor Availability of Services; Create alerts and notification of services; Monitor security incidents; Monitor email service network connectivity;
- iv) Issue includes : Mail flow issue; Password administration rules; User Authentication issue; Mail and collaboration Client/Mobile App issue; Actionable security incidents; Collaboration features related issues; Service degradation; Virus, Malware, SPAM, and impersonation issues; Network link failure for email service; Provide root cause analysis;

3.13 Project/ Work timeline & Milestones

List of the broad activities to be carried out by the SI and the timelines from the date of Work Order are given in the table below. “M0” stands for the date of issue of the Work Order.

Milestone	Activity	Timelines	Penalty on delay
Milestone 1(M1)	Issue of WO and signing of agreement	M0	--
Milestone 2(M2)	Understanding current Email Services / Solution requirement	M1 +15 Days	--
Milestone 3(M3)	Submission of detailed Project/Work Plan	M2 +15 Days	--
Milestone 4(M4)	Setup/Configure new cloud based email Services / solution- (Go Live)	M3 + 31 Days	--
Milestone 5(M5)	Users mailbox migration & testing (If applicable)	M4 + 30 Days	--
Milestone 6(M6)	Adoption and first training (If requested)	M4 + 15 Days	--
Milestone 7(M7)	Operations & Maintenance of new cloud based email services/ solution	As per awarded work/ as per requirement (in months)	This penalty will be governed as defined in the Section V (Service Level Agreement) of this tender

4. Service Level Agreement (SLA)

The SI shall comply with service levels in providing email services during its service & engagement period. The SI shall be responsible for the measurement of the SLAs at the user level with the help of the Email Service Provider's native monitoring tool on a periodic basis.

All SLA and corresponding SLA reports need to be monitored and delivered/provided to the end user and ERNET India by the bidder. All SLA to be monitored using SLA monitoring tool to be brought in by the bidder. Native SLA monitoring tool should be capable of monitoring and reporting SLA of email services on all parameters including but not limited to the details furnished in this section.

Definitions

- a) Business Hours of Purchaser/users is generally 08:00 h to 20:00 h. However, it may vary slightly.
- b) Business Days: All Working Days of users/ purchasers. Helpdesk of SI shall be operational on 24 x 7 x 365 days basis at the end of bidder to handle all user related problems.
- c) "Availability" means the time for which the services and facilities are available to the user from the SI. Availability is defined as: $\{(Scheduled\ Operation\ Time - Service\ Downtime) / (Scheduled\ Operation\ Time)\} * 100\%$
- d) Severity Levels (Four Levels) are defined in the previous Para's of this section.

Interpretation & General Instructions

- a) At the beginning of the contract/ work/ project, the SLA parameters and metrics thereof would be established by Purchaser and selected bidder which would be reviewed on regular basis along with the Corrective Action & Preventive Action (CAPA) plan in line to the tender terms.
- b) SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. In case the service levels cannot be achieved at service levels defined in the tables below, it shall result in a breach of contract/ agreement and shall invoke penalties as per **Sr. 4.8 of Section V**.
- c) Penalties are mentioned as a percentage of certain components of cost.
- d) Purchaser may take appropriate action including termination of the contract/ agreement if:
 - (i) Penalties calculations in any quarter exceed 30% of quarterly payment;
- e) Root cause analysis (RCA) should be prepared for all cases of breach in SLA's and shared with Purchaser. For any exceptions or SLA breach beyond the control of the SI, the SI may submit the RCA along with a justification, which may be considered by Purchaser. In case the RCA establishes that the breach on SLA was on account of email service issues, the SI would be liable for the applicable penalty.
- f) Root cause analysis (RCA) should be prepared for all cases of Severity-1 incidents causing email service unavailability or disruption. The SI can work with ESP to provide the RCA.
- g) RCA may also be carried out for incidents by the Purchaser/ Purchaser appointed agency, if purchaser desires so.

In case service levels cannot be achieved at service levels defined in the agreement, the Purchaser should invoke the performance related penalties.

Email Services should have its own comprehensive monitoring solution. The SI should use the same tool to do an integrated monitoring of the service levels for the cloud-based email services provided. The SI needs to carry out real-time monitoring as well as reporting of SLA parameters and will also be required to provide an integrated and automated monitoring report to Purchaser on monthly basis, or as requested by Purchaser. All SLAs to the extent possible should be monitored through the automated tools provided by SI.

The minimum service levels that need to be measured and adhered to are detailed below. Bidders can propose to adhere to higher service levels than stated below and additional parameters to strengthen their technical

proposal.

The Service Level Agreements have been logically segregated in the following categories:

1. Project Implementation
2. Email service Availability
3. Recovery Time Objective
4. Operations support for end-user devices
5. Change management
6. Service Desk Availability

SLA treatment shall be based on the root cause analysis and accordingly the SLA treatment shall be given to the ticket for the issue.

SLAs for the proposed Email services

4.1 Requirements

1. The SI shall ensure compliance to uptime of Email service as indicated in the following SLA tables of tender. Any upgrades/major changes to the setup shall be accordingly planned by the SI/ESP to ensure the SLA requirements are adhered.
2. All the SLAs must be managed by the SI. Any gap between Tender SLA and SLA provided by respective SI of the Email solution shall be managed by the SI with no impact on Purchaser.
3. SLAs shall be applicable from date of go-live.

4.2 Project Implementation

Penalties due to delays in the achievement of project/ work timelines and project/work milestones shall be as mentioned in Project timelines & Milestones.

4.3 Email Service Availability SLAs

Sr. No.	SLA Parameter	Definition & Target	Service Level	Penalty/ Impact Level	Measurement Mechanism
1.	Email Service Availability	Measures availability of Cloud Email Service Availability of Email service for at least 99.9% of time measured on a monthly basis for a 24x7x365 time period.	Minimum 99.9% up time measured on a monthly basis for cloud based Email Service	Nil	Measured on a monthly basis and considered for 24x7x365 operations. Approved downtime shall be excluded from the calculation
			>= 99.8% to <99.9% up Time measured on monthly basis for cloud based Email Service	6	
			>= 99.7% to <99.8% up time measured on a monthly basis for cloud based Email Service	7	
			>= 99.6% to <98.7% up time measured on a monthly basis for cloud based Email Service	8	
			>= 99.5% to <99.6% up time measured on a monthly basis for cloud based Email Service	9	

			<99.50% up time measured on a monthly basis for cloud based Email Service	10
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4.4 SLAs for Recovery Time Objective

Sr. No.	SLA Parameter	Definition & Target	Service Level	Impact Level	Measurement Mechanism
1	Recovery Time Objective	RTO 60 Minutes RTO shall be measured through DRM tool during DR drill and during actual failover If any of the services under the DR drill plan/BCP plan do not meet the target RTO then this SLA will be considered as breached.	100% of target RTO	Nil	RTO shall be calculated for each incident of service unavailability beyond 60 minutes
			>= 99.0% to <100% achievement of target RTO	6	
			>= 98.0% to <99.0% achievement of target RTO	7	
			>= 97.0% to <98.0% achievement of target RTO	8	
			<97% achievement of target RTO	9	
2	Recovery Point Objective	RPO 15 mins.	100% of target RPO	Nil	
			>= 99.0% to <100% achievement of target RPO	6	
			>= 98.0% to <99.0% achievement of target RPO	7	
			>= 97.0% to <98.0% achievement of target RPO	8	
			<97% achievement of target RPO	9	

4.5 SLAs for Operations Support

Sr. No.	SLA Parameter	Description	Target	Service Level	Impact Level	Measurement Mechanism
1	Time to Resolve – Severity 1	Time taken to resolve the reported problem.	For Severity 1, 100% of the incidents should be resolved within 60 minutes of problem reporting	% Of incidents with more response time <100% & >=99%	6	SLA shall be measured monthly for each incident individually from the time of incident reporting on 24x7x365 operations.
				% Of incidents with more response time < 99% & >= 98%	7	
				% Of incidents with more response time <98%	8	

2	Time to resolve – Severity 2, 3 and 4	Time taken to resolve the reported problem.	100% of Severity 2 within 4 hours of problem reporting , Severity 3 within 12 hours of problem reporting, Severity 4 within 48 hours of problem reporting	% Of incidents with more response time <100% & >=97%	2	SLA shall be measured monthly for each incident individually from the time of incident reporting on 24x7x365 operations.
				% Of incidents with more response time < 97% & >= 94%	3	
				% Of incidents with more response time < 94%	5	
3	Percentage of re-opened incidents	For all incidents that are marked as Resolved by the Service Provider but are re- opened by the client/ user/purchaser . This is calculated for all incidents reported within the Month	<= 4%	% Of reopened incidents <=5 & >4%	3	SLA shall be measured monthly for each Reopened incident individually on 24x7x365 operations.
				% Of reopened incidents <=6% & >5%	4	
				% Of reopened incidents >6%	5	

4.6 SLAs for Change Management

Sr. No.	SLA Parameter	Definition & Target	Service Level	Impact Level	Measurement Mechanism
1	Change Management	Changes as per the change management process in operations phase	100% of successful Change implementation as per agreed timelines for each change request	Nil	To be measured for delay in implementation of each change. Detailed process with stakeholder will be defined in the Operations Manual.
			Delay in implementation of changes against agreed timelines for each change request	Per day of delay	
2		Change in supplied	100% successful	Nil	

		Manpower to user and purchaser	change as agreed with user/ purchase		
			Per day delay in supply of changed manpower	Per day delay	Double the cost of manpower and email services taken calculated on per day delay basis.
3	Unauthorized Changes	<p>Unauthorized and un-approved changes done to the email services taken without prior intimation and approval from Purchaser. Changes will be tracked through Configuration Changes and Compliance Monitoring Tool</p> <p>Target: No unauthorized or unapproved or unplanned Change in email services taken</p>	Per unauthorized/un-approved/ unplanned change	0.01% of the entire monthly billing and / or 0.01% of the entire monthly billing for each an unapproved/ unplanned Change	To be measured on the basis of each unauthorized or unapproved or unplanned change implemented

4.7 SLAs for Helpdesk

Sr. No.	SLA Parameter	Definition & Target	Service Level	Severity Level	Measurement Mechanism
1	Availability of helpline services	<p>Uptime = $\{1 - [(Helpline\ downtime) / (Total\ Time)]\}$ Total Time shall be measured from 9:00 am to 6:00 pm on all working days.</p> <p>Downtime shall be measured from the time the helpline services becomes unavailable to ERNET India / users/ user organizations employees/ stakeholders, etc.</p>	100% up time measured on a monthly basis	Nil	Measured for helpline availability within the defined time measured on a monthly basis.
			>= 97% to <100% up time measured on a monthly Basis	4	
			>= 94% to <97% up time measured on a monthly Basis	5	
			<94% up time measured on a monthly basis	6	

2	Service Desk ticket/Incident Response time	Average Time taken to acknowledge and respond once a ticket/incident is logged through calls, email, or ticketing tool. This is calculated for all tickets/ incidents reported within the reporting month. Target: 15 Minutes	100% within the defined target	Nil	Measured for each ticket/ incident individually
			>=99% and <100% meeting the target	5	
			>=97% and <99% meeting the target	6	
			>=95% and <97% meeting the target	7	

Note:

1. SLA penalties during the operations phase (Post Go-Live) shall be calculated on a monthly basis and will be deducted from the next payment due from Purchaser. Monthly MIS report shall be submitted by SI covering all the key details, KPI's and the SLA compliance of all the functions as per the aforementioned sections.
2. If the SLA penalties during the operations phase (Post Go-Live) calculations exceed 10% of the monthly equivalent billing for three consecutive months then, notwithstanding anything contained herein, the Purchaser may take appropriate action including the termination of the contract / agreement and forfeiting of all the Performance Guarantee available with the purchaser.
3. Each SLA as mentioned in this section is independent and accordingly the penalties shall be calculated.
4. Helpdesk Servers for logging the complaints by the purchaser and its users shall be available.

4.8 SLA Penalties Calculation

The proposed framework for performance penalties as a result of not meeting the Service Level Targets is tabulated below.

Sr. No.	Impact Level	Penalty as a percentage of equivalent monthly payment applicable
1	10	10%
2	9	8%
3	8	4%
4	7	2%
5	6	1%
6	5	0.50%
7	4	0.40%
8	3	0.30%
9	2	0.20%
10	1	0.01%

Note:

- a) SI shall ensure compliance to uptime and performance requirements of project/ work as indicated in the above Service Level tables. Any upgrades/ major changes to the setup shall be

accordingly planned by SI and Email Service Provider to ensure the Service Levels requirements are adhered.

b)SI shall be responsible for maintaining Service Levels.

5. Exit Management

The exit management period starts, in case of expiry of contract period/ work/ project, at least 12 months prior to the date when the contract/ agreement comes to an end or in case of termination of contract/ work/ project, on the date when the notice of termination is sent to the SI. The exit management period ends on the date agreed upon by the ERNET India or 12 months after the beginning of the exit management period, whichever is earlier. In case of termination, 12 months exit period applies there also until Purchaser decides otherwise.

5.1 Exit Management Plan

The SI shall provide ERNET India with a recommended exit management plan (“Exit Management Plan”) within 180 days of signing of the contract/ agreement, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project/ Work Implementation, the Operation and Management SLA and Scope of work definition.

It is necessarily required to have a comprehensive exit management strategy in place. The SI shall need to ensure the following:

- a) The SI shall submit a structured & detailed exit management plan along with the technical proposal.
- b) Exit Management Plan shall be presented by the SI and approved by Purchaser or its nominated agencies.
- c) The SI needs to update the exit management on yearly basis or earlier in case of major changes during the entire contract/ work duration. This plan needs to be discussed and approved by the Purchaser.
- d) The SI shall also submit a technical plan for transfer of email accounts/ email services taken/ applications, data, backup media, documentation, and any other asset of User Department/Purchaser from the Data Centre and DR site in case Purchaser decides not to continue further SI. The SI shall facilitate all such transfer with the chosen service provider of Purchaser or its users. Purchaser reserves the right to verify that no data is left on the infra provided by SI/ESP and the same are deleted from SI/ESP assets before transition.
- e) At the end of the contract period or during the contract period, if any other agency is identified or selected for providing services related to the SI’s scope of work, the SI shall ensure that a proper and satisfactory handover is made to the other agency. SI will support in all respects and decision of Purchaser shall be final in this regard.
- f) All risks during the transition stage shall be properly documented by the SI and mitigation measures shall be planned to ensure a smooth transition without any service disruption.
- g) In all the cases, the exit management period will start 12 months before the expiration of the contract/work exit. The SI will provide shadow support for at least Six months and secondary support for an additional Six months before the end of the contract or termination of the contract/ work, as applicable at no additional cost to the Purchaser. In case of termination, the exit management period will start from effective date of termination, or such other date as may be decided by the Purchaser but no later than 12 months from effective date of termination.
- h) Closing off all critical open issues as on date of exit; all other open issues as on date of exit shall be listed and provided to the Purchaser.
- i) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
- j) The SI shall provide necessary knowledge transfer and transition support. The deliverables are indicated below:
 - i. Updated exit management plan on a periodic basis.
 - ii. Complete documentation for the entire service/ solution/ system handed over to the Purchaser

- /identified agency.
- iii. Assisting the new agency/Purchaser with the complete audit of the system/service including licenses, assets, etc.
 - iv. Detailed walk-throughs and demos for the solution. Hand-over of the user IDs, passwords, security policies, scripts etc.
- k) Knowledge transfer of email services/ solution/ system to the incoming SI to the satisfaction of the new SI as per the specified timelines
 - l) The SI shall be released from the project/works once successful transition is completed by meeting the parameters defined for successful transition.
 - m) The SI shall ensure that the data, assets, images in the datacenter and DR site must be preserved for a period of 12 months from the end of contract/ agreement. This shall not be deleted/destroyed without the prior consent of the Purchaser
 - n) This work is also part of scope of work and Purchaser will not pay any additional fees/cost for transition.
 - o) Plans for provision of contingent support to the project/works and Replacement Vendor for a reasonable period (minimum two months) after transfer.
 - p) The SI shall provide the following details to Purchaser:
 - i. All the customer KYC details who are availing the services, service details & its charges, billing cycle etc.
 - ii. Service Provider details from whom services availed.
 - iii. Equipment ESP details, if required to the purchaser for smooth migration / exit management.
 - q) During Exit, Successful SI shall indemnify losses completely, if any, to the customers and shall meet all the obligations towards Customers, Third Party Service providers, ESPs etc. before handing over the data, documentations, and clients to ERNET India appointed agency.

5.1.1 Confidential Information, Security and Data

SI will promptly on the commencement of the exit management period, supply to Purchaser or its nominated agencies the following:

- a) Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Surveillance Project, Project's Intellectual Property Rights; any other data and confidential information related to the Project/work;
- b) Project data as is required for purposes of the Project or for transitioning of the services to its Replacing Successful SI in a readily available format.
- c) All other information (including but not limited to documents, records, and agreements) relating to the services to enable Purchaser and its nominated agencies, or its Replacing Vendor to carry out due diligence in order to transition of the Services to Purchaser or its nominated agencies, or its Replacing SI (as the case may be).

5.1.2 Transfer of Project/work documentation and Data

- a) Before the expiry of the exit management period, the SI will deliver relevant records and reports pertaining to the Project/works, Purchaser, user and its design, implementation, operation, and maintenance including all operation and maintenance records and manuals pertaining thereto and complete as on the divestment date;
- b) The SI will provide the Purchaser with a complete and up to date list of the documents, data, relevant system details to be transferred to the Purchaser's appointed agency within 30 days of start of Exit Management Period.
- c) The outgoing SI will pass on to Purchaser and/or to the replacement agency, the subsisting rights in any leased properties/ licensed products on terms not less favorable to the Department/ replacement agency, than that enjoyed by the outgoing SI.
- d) Even during the Exit Management period, the SI shall continue to perform all their obligations and responsibilities as stipulated under this tender, and as may be proper and necessary to

execute the scope of work in terms of the tender and SI's Bid, in order to execute an effective transition and to maintain business continuity.

- e) All solutions provided by successful SI under the scope of this tender should be /interoperable during the transfer/hand over at time of exit/contract termination. No proprietary service is to be used/implement by the SI/ESP. Any customization/ tools/ effort required for smooth transfer of documentation and data arising out of interoperability issue will be borne by the SI.
- f) The SI and ESP will provide assistance to the Purchaser and/or to the replacement agency to migrate the current services/ mailboxes from the current infrastructure to ERNET India and/or to the replacement agency infrastructure.
- g) All equipment and solutions utilized to deliver the project scope should have valid service contract and should not be under end of life/end of support during project duration.
- h) The SI shall share the details of all existing service contracts and agreements executed with current vendors, sub-contractor, ESP to Purchaser at yearly basis.

5.1.3 Payments during Exit Management Period

- a) Payment to the outgoing SI shall be made to the tune of last set of rendered Services / Deliverables (including parts thereof) as stated in the terms of Payment Schedule, subject to SLA requirements. Without prejudice to any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the SI as may be required to offset any losses, damages or costs incurred by the Purchaser as a result of the termination of SI or due to any act / omissions of the SI or default on the part of SI in performing any of its obligations with regard to this tender.
- b) Nothing herein the Exit Management Schedule shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, and pursue such other rights and/ or remedies that may be available to Purchaser under law.

5.1.4 Transfer of Confidential Information and Data

The SI will on the commencement of and during the exit management period supply to the purchaser the following:

- i. Information relating to the current Services rendered and customer satisfaction surveys and performance data relating to the performance of SI's subcontractor in relation to the Services.
- ii. Documentation relating to the Purchaser's Intellectual Property Rights;
- iii. Purchaser / user organization's data and Confidential Information;
- iv. All current and updated Project/works data as is reasonably required for purposes of purchaser or its nominated agencies transitioning the Services to its replacement agency or its nominated agencies in a readily available format nominated by purchaser;
- v. All other information (including but not limited to documents, records, and Agreements) held or controlled by the SI which they have prepared or maintained in accordance with the tender, the Project implementation, and the SLA relating to any material aspect of the Services or as is reasonably necessary to affect a seamless handover of the Project/works to the purchaser or its nominated agencies or its replacement agency

5.1.5 Rights of Access to Premises

The SI shall also give the Purchaser or its nominated agencies right of reasonable access to the SI's and ESP premises, etc. required to migrate the services to the Purchaser or its nominated agencies during the exit management period.

6. Knowledge Transfer

All knowledge, information records and documents reasonably required for the provision of the Replacement Services must be transferred from SI (including its subcontractors) to Purchaser and/or the Replacement SI during the Exit period.

Appropriate training (including, but not limited to, on the specific configuration, operation, and management of solution) must be provided by SI to Purchaser and/or the Replacement SI's employees responsible for the performance of the Existing Services, such training to include (but not be limited to) a detailed explanation of the procedures and operations used to provide the Services, the change management process and other standards and procedures.

Information must be provided by SI to Purchaser and/or Replacement SI such that the Existing Services may be successfully performed, and such information to include copies of up-to-date procedures and operations manuals relating to SI's provision/configuration of the Services.

- a) Key support contact details for SI;
- b) Key support contact details for ESP;
- c) Information regarding any unresolved incidents at the commencement of the Exit Period, as well as those expected to be in progress at the end of the Exit Period;
- d) All credentials, user IDs, passwords, security policies and scripts in relation to the provision/configuration of the Services;
- e) Any relevant email solution architecture, interface, policies, end user device version inventory information.

As part of knowledge transfer, the following activities must be carried out by SI, and ESP related to this project:

- a) Handing over all Solution documentation to Purchaser and/or Replacement SI;
- b) Handing over any MOUs with Third Parties such as digital signature agencies, digital certificates etc.;
- c) Handing over all software including program files, configuration files, setup files, project documentation, user IDs, passwords, security policies, scripts etc. created under this project.;
- d) Providing assistance and expertise at each Site as required by Purchaser and/or Replacement SI;
- e) Providing detailed "walk-throughs" and demonstrations for the Solution to Purchaser and/or Replacement SI;
- f) Assisting Purchaser and/or Replacement SI with a complete audit of the Solution and licenses;
- g) Providing assistance and expertise as necessary to examine all:
 - i. governance and reports pertaining to the Services; and
 - ii. relevant roles and responsibilities pertaining to supporting the Services;
- h) The existing systems support profiles, monitoring and/or
- i) System logs, problem tracking/resolution documentation and status reports all relating to the twelve (12) month period immediately prior to the commencement of the Exit Period;
- j) Providing ERNET India with details of Service Level reporting (including all performance and capacity related data) over the twelve (12) month period immediately prior to the commencement of the Exit Period;
- k) Making available to Purchaser and/or the Replacement SI training materials and providing all necessary training for the use of the Software and Equipment by ERNET India and/or the Replacement SI;
- l) Answering all reasonable questions from Purchaser and/or its Replacement SI regarding the Services;
- m) Documenting and delivering all tools and databases used to provide the Service used for tracking projects and service information requests, and those used for knowledge transfer;
- n) Providing Purchaser with copies of the Documentation used by SI to provide the Services, including technical documentation, in hard-copy or electronic media as may be agreed between the Parties;
- o) Providing Service performance history; and
- p) During the Exit Period and for a period not exceeding three (3) months afterwards, providing Purchaser and/or the Replacement SI (including any of their employees, agents, or contractors) with access to:

- i. Information and documentation relating to the Services that is owned by SI or its subcontractors (and SI shall procure that its subcontractors do not destroy or dispose of that information within this period) which Purchaser and/or the Replacement SI shall have the right to take reasonable copies of; and
- ii. Following reasonable notice and during SI's normal business hours, members of SI's Personnel who have been involved in the provision of the Services and who are still employed or engaged by SI or its subcontractors.

Other Activities

- a) All other tasks and activities which are necessary for the successful transfer of the Services to Purchaser and/or Replacement SI such that ERNET India and/or Replacement SI may successfully perform the Existing Services from the end of the Exit Period must be undertaken by SI and ESP, such tasks, and activities to include;
- b) With respect to work in progress as at the end of the Exit Period, documenting the current status and stabilizing for continuity during the Exit Period;
- c) As applicable, assisting in the execution of a parallel operation until completion of the Exit Period.
- d) Successful SI shall deploy an automatic tool for SLA calculation on real time basis including billing and accounting tool for end customers/ users with no need for any manual intervention. This tool shall be implemented during the Go Live Phase and need to be in line to the tender terms and shall be informed to the purchaser.

Section VI: General Terms & Conditions

1. Bid Prices

The bidder shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the Scope of Work is intended to give the bidders an idea about the order/work and magnitude of the work and is not in any way exhaustive and guaranteed by the purchaser. The bidder shall carry out all the tasks in accordance with the requirement of the tender documents & with due diligence. It shall be the responsibility of the bidder to fully meet all the requirements of the tender documents and to meet objectives of the project/work. If during execution of the projects/works, any minor revisions to the work requirements like email features, specifications, etc. are to be made to meet the goals of the projects/works; such changes shall be carried out within the quoted price in the submitted bid.

2. Amendment of Tender Document

At any time prior to the submission of bids, ERNET India for any reason whatsoever, may, modify any terms of tender document by issuing a corrigendum/ amendment which shall be notified in writing on GeM portal. For the sake of interpretation, the content of any corrigendum/ amendment issued by ERNET India shall be read as a part of the original tender. In each instance in which provisions of the corrigendum / amendment contradict or are inconsistent/ inapplicable with the provisions of the tender, the provisions of the corrigendum / amendment shall prevail and govern, and the contradicted or inconsistent/inapplicable provisions of the tender shall be deemed amended accordingly. ERNET India may in its sole discretion consider extension of deadlines for submission of the bids, in order to allow prospective bidders reasonable time in which to take the amendment into account while preparing their bids.

3. Inspection of Site and Sufficiency of Tender

SI is expected to work out their own rates based on the detailed description of scope of work, the specifications, features, terms, SLA conditions, etc. mentioned in the tender. and should judiciously arrive at the commercials. The SI shall be deemed to have satisfied itself before bid submission as to the correctness and sufficiency of its bid in line to the Tender. The rates and prices quoted shall cover all its obligations under the contract/ agreement necessary for proper completion and maintenance of the Works/Services. The bidder must conduct its own investigation and analysis regarding any information contained in the tender document and the meaning and impact of that information.

4. No Legal Relationship

No binding legal relationship will exist between any of the bidders and ERNET India until the issues of purchase order / execution of a contractual agreement.

5. Signing of Bid

- i. The "Bidder" as used in the tender documents shall mean the one who has signed the Bids. The Bidder may be either the Constituted attorney of the company or the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be furnished and signed by the Bidder.
- ii. It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as:
 - Constituted attorney of the company. OR
 - The Principal Officer or his duly Authorized Representative of the company, in which case he/she shall submit a certificate of authority on behalf of the company as per "Form - Authorization Letter"

- iii. The Bidder shall sign its Bids with the exact name of the Company to whom the contract/work orders/ purchase orders are to be issued during the period of the agreement. The Bids shall be duly signed and sealed by an executive officer of the Bidder's organization. Bid shall be signed by a duly authorized officer executed under seal. The Bidder shall clearly indicate their legal constitution and the person signing the Bids shall state his capacity and source of his ability to bind the Bidder. The power or authorization letter, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. ERNET India may out rightly reject any bid not supported by adequate proof of the signatory's authority

6. Duration of the contract/ agreement

The Email Service Agreement shall come into effect on the Effective Date and shall continue, unless terminated earlier in accordance with the provisions hereof, for **a period of 7 years** after issuing the LOI by the purchaser. The Purchaser would eventually decide on one of the following options for managing the Projects/works beyond the Agreement / Contract Period.

- i. Replace – Appoint a different agency for undertaking work beyond the Agreement / Contract Period through a fresh tender or by any ways as per their rules of the purchaser.
- ii. Transfer - The Bidder will transfer the Projects/works including all projects/works documents and data to the purchaser and the purchaser will manage the operations on its own or by appointed agency.

In either of the above options (replace, transfer), the bidder shall amicably transfer all the projects/works related data to the purchaser or any agency designated by purchaser at no additional cost and the data migrated to, processed, stored by the selected bidder (SI). The data stored/available of all users on IT infrastructure shall be forensically erased completely without additional cost and confirmed in writing to purchaser. Selected bidder is not supposed to use, recover or reproduce any data related to this purchaser under any circumstances. If the selected bidder (SI) found violating these conditions, suitable actions may be initiated as per Indian laws.

In the eventuality that no such alternate arrangements are in place for managing the Projects/ works at the end of the contract/ agreement period, the selected Bidder will be required to continue delivering services as required under Projects/ works, at the same terms and conditions and at the same rates as was quoted in the bid, even beyond the Agreement / Contract period (such period will be extended for 2 more years) till alternate arrangement is done by the purchaser to manage the services/ operations.

The decision to extend the Agreement / Contract/ work with the Bidder (if applicable) shall be communicated to the Bidder at the discretion of Purchaser on same terms and conditions and rates which was quoted in the bid.

7. Confidentiality

Information provided under this tender (if the SI is selected) is confidential and neither Party shall at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any Confidential Information that the Other Party may acquire during the course of such association or otherwise concerning the Other Party's business, property, contracts, trade secrets, clients or affairs.

“Confidential Information” means all information that is or has been received by the “Receiving Party” from the “Disclosing Party” and that:

- a) Information which has been disclosed to the public pursuant to a court order.
- b) Is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or

- c) Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives, or consultants.
- d) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by ERNET India with other firms. However, the Email services purchased by ERNET India from this tender will be used by its users, like Academic / educational, research, Government users, institutions, departments, organizations of our country.
- e) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.
- f) Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to ERNET India data or data of ERNET India projects/ works, including but not limited to ERNET India customers “or ERNET India employees” personal data or such other information as ERNET India is required by any law to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
- g) Nothing contained in this clause shall limit SI from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the SI shall at no point use ERNET India confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this tender and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential. The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this tender, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

If the SI hires another person, with the prior written permission of ERNET India to assist it in the performance of its obligations under this tender, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this tender and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the SI is bound to maintain the confidentiality.

The SI shall, at all times regard, preserve, maintain, and keep as secret and confidential all Confidential Information and Confidential Materials of ERNET India

8. Notices

Any notice or other document, which may be given by either Party under the resultant Agreement, shall be given in writing in person or by pre-paid recorded delivery post or by email to the concerned persons. In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party’s principal or registered office address.

9. Termination

9.1 Right to terminate

Purchaser may, terminate this Contract/ agreement in whole or in part and en-cash the PBG, by giving the successful Bidder a prior written notice of thirty (30) days indicating its intention to terminate the Contract/ agreement under the following circumstances:

- a) Where Purchaser is of the opinion that there has been such Event of Default on the part of the Successful Bidder which would make it proper and necessary to terminate this Contract and may include failure on the part of the Successful Bidder to respect any of its commitments with regard to any part of its obligations under its bid, the tender or under this Contract;
- b) Where it comes to the notice of ERNET India that the successful bidder is in a position of actual conflict of interest with the interests of Purchaser, in relation to any of services arising out of services provided under the resultant contract or this tender;
- c) Where the Successful Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Successful Bidder, any failure by the Successful Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Successful Bidder or the happening of any such events that are adverse to the commercial viability of the Successful Bidder. In the event of the happening of any events of the above nature, ERNET India shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project/work for replacement bidder, and to ensure business continuity; or
- d) As a result of Force Majeure, the Successful Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) The purchaser may discontinue any service(s), in part / group /whole, purchased through this tender from SI by giving prior notice period of 1 month during the contract/ agreement/ word order period.

9.2 Termination Clause

The Purchaser reserves the right to cancel the contract/ work order placed on the selected bidder and recover expenditure incurred by ERNET India under the following circumstances:

- a) The selected bidder commits a breach of any of the terms and conditions of the tender and bid.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) If the selected bidder fails to complete the assignment as per the timelines prescribed in the tender and the extension if any allowed, it will be a breach of contract/ agreement. Purchaser reserves its right to cancel the order in the event of delay and forfeit the PBG as liquidated damages for the delay.
- d) In case the selected bidder fails to deliver the services as stipulated in the delivery schedule, ERNET India reserves the right to procure the same or similar services from alternate sources at the risk, cost, and responsibility of the selected bidder.
- e) After award of the contract/ work order, if the selected bidder does not perform satisfactorily or delays execution of the contract/ work order, Purchaser reserves the right to get the balance contract/ work order executed by another party of its choice by giving one-month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which Purchaser may have to incur in executing the balance contract/ work order. This clause is applicable, if for any reason, the contract/ work order is cancelled.
- f) In the event of invoking termination clause, the Purchaser shall give 30 days' notice to the selected bidder of its intention to terminate the Contract/ work order and shall so terminate the Contract/ work order unless the selected bidder initiates remedial action acceptable to the Purchaser during the 30 days' notice period.
- g) Purchaser reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract/ work order.
- h) In case of termination of contract/ work order, by or for any reason, the data migrated to, processed, stored by the selected bidder (SI) IT infrastructure is required to be forensically erased completely and confirmed in writing to purchaser. Selected bidder is not supposed to use, recover or reproduce any data related to this purchaser under any circumstances. If

the selected bidder (SI) found violating these conditions, suitable actions may be initiated as per Indian laws.

9.3 Termination- Violation of Law/Agreement

In the event of any content found to be in violation of any law or direction of statutory authority or found to be in contravention of Intellectual Property Rights (IPR) etc., Purchaser may suspend / terminate the agreement/ work order with seven days' notice. Purchaser reserves the right to terminate the Agreement/ work orders for any breach or non-observance or non-fulfillment of Agreement/ work order conditions that may come to its notice through complaints or as a result of the regular monitoring by giving thirty (30) days of written notice. Wherever considered appropriate ERNET India may conduct an inquiry either Suo moto or upon a complaint to determine whether there has been any breach or non-observance of the terms and conditions of the agreement/ work order. The successful bidder shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.

Notwithstanding any other rights and remedies provided elsewhere in the agreement/ work order, upon termination of the agreement/ work order:

- a) Neither Party shall represent the other Party in any of its dealings.
- b) The expiration or termination of the Agreement/ work order for any reason whatsoever shall not affect any obligation of either Party having accrued under the Agreement/ work order prior to the expiration or termination of the Agreement/ work order and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement/ work order.
- c) Purchaser reserves the right to terminate contract/ agreement/ work order in the event of data breach or stealing of data or unauthorized access

9.4 Consequences of Termination

- a) In the event of termination of the Agreement/ Contract/ Work order due to any cause whatsoever, [whether consequent to the stipulated term of the Agreement/ Contract/ work order or otherwise], Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the SI shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor SI or any SI to take over the obligations of the erstwhile SI in relation to the execution/continued execution of the scope of the Contract/ agreement.
- b) Nothing herein shall restrict the right of Purchaser to invoke the successful bidder Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity, and pursue such other rights and/or remedies that may be available to Purchaser under law or otherwise.
- c) The termination here of shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract/ agreement that are expressly or by implication intended to come into or continue in force on or after such termination.
- d) Post termination notice, incumbent SI should provide support as per exit management clauses of the tender till the new SI takes over operations.

9.5 Consequences of Event of Default and Insolvency

Where an Event of Default subsists or remains uncured, Purchaser may be entitled to one or more of the following recourses as is deemed necessary by Purchaser:

- a) Impose any such obligations and conditions and issue clarifications as may be necessary to inter alia ensure smooth continuation of Services and the project/work which the Successful Bidder shall be obliged to comply with. This may include re-determination of the consideration

payable to ERNET India as mutually agreed by Purchaser and the Successful bidder.

- b) Purchaser may, by a written notice of suspension to the Successful Bidder, suspend all payments if any under the Contract/ work order, provided that such notice of suspension:
 - i) Shall specify the nature of the failure; and
 - ii) Shall request the successful bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension.
- c) Terminate the Contract/ work order either in Part or Full;
 - i) All assets will be transferred to ERNET India at Nil cost as may be required to offset any losses caused to ERNET India as a result of such default and the Successful Bidder shall compensate ERNET India for any such loss, damages, or other costs, incurred by ERNET India in this regard; Successful Bidder after termination, will exit along with its brand associated with ERNET India. Cobranding will cease to exist after exit.
 - ii) Invoke the PBG furnished by the Successful Bidder.

10. Arbitration

Without prejudice to the right of Purchaser to terminate the tender /Contract / work order and pursue other remedies under tender/Contract/ work order, if a dispute, controversy, or claim arises out of or relates to the contract, or breach, termination, or invalidity thereof, and if such dispute, controversy, or claim cannot be settled and resolved by the Parties through discussion and negotiation, then the Parties shall refer such dispute to sole Arbitrator appointed with the mutual consent of Purchaser and the SI. The arbitration proceedings shall be conducted in English and a written order shall be prepared. The venue of the Arbitration shall be Delhi. The Arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996.

The arbitration award shall be final, conclusive, and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The decision of the Arbitrator shall be final and binding upon the Parties.

11. Indemnification

The SI agrees to indemnify and hold harmless purchaser and its officers, employees, users, and agents against any and all losses, claims, damages, liabilities, costs (including reasonable legal attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from

- a) Any misstatement or any breach of any representation or service or operations or warranty made by the SI or
- b) The failure by the SI to fulfill any covenant or condition contained in the Agreement/ work orders, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the SI. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created SI pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by SI pursuant to this Agreement, or the SLAs, (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) "Implementation of Project by itself or through other persons other than SI or its sub-contractors; (B) Third Parties (i.e., other than SI or sub-contractors) at the direction of ERNET India; or

- c) Any compensation / claim or proceeding by any third party against ERNET India arising out of any act, deed, or omission by the SI or
- d) Claim filed by a workman or employee engaged by the SI for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts enough to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

12. Severability & Waiver

- a) If any provision of the resultant Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid, or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of the resultant Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force & effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid, or unenforceable provision a valid & enforceable provision which achieves to the greatest extent possible the economic, legal & commercial objectives of the illegal, invalid, or unenforceable provision or part provision within seven (7) working days.
- b) No failure to exercise or enforce & no delay in exercising or enforcing on the part of either Party to the resultant Agreement or the SLAs of any right, remedy or provision of the Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right or provision.

13. Costs and Expenses

- a) All Charges are inclusive of the Bidder's Personnel's ordinary expenses including travel between a Personnel's residence and their usual places of work, subsistence costs and accommodation costs, etc.
- b) In no event shall Purchaser be responsible for any Charges or charges not identified or calculated in accordance with the Agreement/ tender/ bid.
- c) Where a fee or charge is not identified in the Agreement/ bid for an activity/work to be undertaken or item/ service to be provided by successful bidder, the SI shall be responsible to supply for all services / items on the rates quoted and finalized.

14. Sub-contract

All the personnel working on the project/ work under this agreement and having access to the data should be on payroll of the SI. Sub-contracting / outsourcing would not be allowed in this regard.

The SI shall take prior approval from purchaser for sub-contracting any work, if not already specified in the proposal and approved by purchaser. Such sub-contracting shall not relieve the SI from any liability or obligation under the Agreement/ Contract/ work order. The SI shall be solely responsible for the work carried out by subcontracting under the contract/ agreement.

15. Force Majeure

If at any time, during the continuance of the agreement/ contract/ work, the performance in whole or in part by either party of any obligation under the agreement/ contract/work is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts, pandemic or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking

concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the agreement / contract/work, nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance, and deliveries under the agreement/ contract/ work shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the agreement/contract/ work prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the agreement / contract/ work.

16. Limitation of Liability

Except in case of gross negligence or willful misconduct on the part of the bidder or on the part of any person or company acting on behalf of the bidder in carrying out the Services, the bidder, with respect to damage caused by the bidder shall not be liable to Purchaser:

- a) for any indirect or consequential loss or damage; and
- b) for any direct loss or damage that exceeds
 - i. the total payments payable under agreement / contract to the bidder here under, or
 - ii. the proceeds the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (a) or (b) is higher.

This limitation of liability shall not affect the Agency liability, if any, for damage to Third Parties caused by the gross negligence or willful misconduct of the Agency or any person or firm/company acting on behalf of the Agency in carrying out the Services. Limitation of liability, including for damage to Third Parties, shall be to the extent of 100% of the total cost of the agreement/ contract /project/ work calculated up to and as on the date when such section / clause is required to be invoked.

17. Conflict of Interest

The successful bidder shall disclose to the Purchaser in writing, all actual and potential unethical conflicts of interest that exist, arise or may arise in the course of performing the Services as soon as practical after it becomes aware of that conflict.

18. Dispute Resolution

In the case of a dispute or difference arising between the Purchaser and the SI relating to any matter arising out of or connected with this agreement/ Contract/ work order, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the Purchaser and the other to be nominated by the Agency or in case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Secretary, Indian Council of Arbitration, New Delhi. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, New Delhi, will be final and binding on the parties.

The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.

The venue of arbitration shall be the Delhi, India.

All disputes in this connection shall be settled in New Delhi jurisdiction only.

19. Other Conditions

- i. This Tender document shall be deemed to be part of the Contract/ Agreement to be entered into between Purchaser and the successful bidder.
- ii. Purchaser reserves the right to postpone the date of receipt and opening of bid or to cancel the tender without assigning any reason whatsoever, and ERNET India shall bear no liability, whatsoever, consequent upon such a decision. ERNET India 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 ERNET India or its officers, employees, SI, agents, successors, or assignees for rejection of its bids. Neither ERNET India 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.
- iii. Notwithstanding anything stated above, Purchaser 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 Purchaser.
- iv. No conditional bid shall be accepted.
- v. While the Tender Document has been prepared in good faith, neither Purchaser 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 Tender Document shall be construed as legal, financial or tax advice. Any liability is accordingly expressly disclaimed by Purchaser, 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 ERNET India, its consultants, partners, affiliates, their respective officers, agents, or employees, whether negligent or otherwise.

20. Payment Terms

- a) Payment to the successful SI/ vendor will be done on quarterly basis on completion of every calendar quarterly period; based on the Email services subscribed/taken from the successful bidder by the purchaser through work orders and on satisfactory supply services to the user with supporting documents. Thus, the SI shall submit the invoices on quarterly basis.
- b) Successful SI shall provide all necessary documentation related to satisfactory services provided by them against the work orders issued by the purchaser and also any other documents as demanded by Purchaser/ end user in line to the terms of this tender. Invoice without these documents shall be called as incomplete and shall not be accepted.
- c) Following will also be applicable in respect of payment terms:
 - i. No claim for interest will be entertained by ERNET India in respect of any payment which will be withheld with ERNET India due to dispute between ERNET India and bidder or due to administrative delay for the reasons beyond the control of ERNET India. All taxes as per rules applicable by Govt. of India from time to time will be deducted from all payments made by ERNET India. Payments to the bidder shall be made through EFT only. The bidder shall provide necessary information, documents for receipt of payment through EFT. Payment will be made after deductions of all penalties, if any.
 - ii. Submission of following documents at the time of claiming payment:
 - Original GST compliant invoice in duplicate containing GST number of ERNET India (07AAATE0202A2ZS).
 - Acceptance Report duly signed & stamped by the user of provided services to the user. The report shall have details, like date of satisfactory supply/ commissioning/ start of email services to the user (s)/ site (s), date of deployment of field engineer (s) at site and details of deployed field engineers, date of imparting of training and its details, helpdesk

number, Provided EmailID details to the site (s), Add-on services provided to the user / site, down time & SLA penalty details, etc. Its format may be taken by SI from ERNET India.

- Any other document as specified in the tender document and/or demanded by ERNET India.

- iii. All Taxes as per rules applicable by Govt. of India from time to time will be deducted from all payments made by ERNET India.
- d) Payment will be made after all deductions (SLA Penalty, TDS, GST, etc.). The SLA penalties shall be adjusted from payments due to the successful SI. The details of SLA penalties (with its calculation details) shall be provided the SI along with their quarterly invoices. The purchaser shall verify the same. In case of any difference in calculation of SLA penalties, the same will be informed to the SI and accordingly either payment may be hold or payment to the SI may be made after deducting SLA penalties as per records with purchaser.
 - e) Invoices along with supporting documents are required to be submitted physically as well as through email to ERNET India.
 - f) The payment to the SI will be made after completion of work in line to the tender terms and conditions.
 - g) All the payment shall be made in Indian Rupees (INR) currency only.
 - h) The Purchaser may release the payment subject to the condition that invoice and all supporting documents produced are in order and satisfactory work is performed as per the tender terms and conditions. Purchaser shall be entitled to delay or withhold the payment of a disputed invoice or part of it, when Purchaser disputes such invoice or part of it.
 - i) Release of payment to the SI is also subject to submission of Performance Security (PS-1) and Performance Security (PS-2) by the SI to the Purchaser. However, SI may have the following option in respect of Performance Security (PS-2):

Initially SI is not required to submit the Performance Security (PS-2) if the cumulative value of PS-2 is less than rs. One Lakh against the Purchase Orders issued by the Purchaser on SI,i.e. the SI may submit PS-2 at every occasion when cumulative value of PS-2 reaches Rs. 1 Lakh, in steps of minimum Rs. 1 lakh. In this matter, ERNET India reserves the right to withdraw this option at any stage, even from retrospective effect.

Section VII: Financial Bid

Financial Value of BoM:

The total indicative financial bid/BoM value shall be calculated based on the following table:

All amount in INR						
Sr. No.	Service description	Indicative usages of mailbox storage in %	Measurement Unit	Unit Rate Per User per annum (Without Tax)	Quantity	Total cost
(A)	(B)	(C)	(D)	(E)	(F)	(G)=(E*F)
Primary Services						
1	Email ID account under Standard Email Service Plan *	**50%	Nos.	##	2,00,000	##
2	Email ID account under Enterprise Email Service Plan *	**50%	Nos.	##	2,00,000	##
Secondary services						
3	Add-On Services-1 (For Email ID account under Standard/ Enterprise Email Service Plan)	-	Nos.	##	1,00,000	##
4	Add On Storage Space of 5 GB Quota (For Email ID account under Standard / Enterprise Email Service Plan)	-	Nos.	##	1,00,000	##
5	Manpower for site(s) #	-	Nos.	##	10	##
I	Sub Total –I: Total cost per year (from Sr. 1 to Sr. 5)					##
II	Grand Total : Sub Total –I with GST @18% (Total to be considered as Indicative Bid value for financial Evaluation)					##
<p>Note:</p> <ol style="list-style-type: none"> 1. ## : To be filled by the bidder 2. The quantities mentioned at Sr. 1 & 2 are interchangeable (i.e. Email ID account under Standard Email Service plan / Enterprise Email Service Plan may vary from 0 to 4,00,000 or vice-versa at any instant as per requirement), however it may go up to a maximum of 4,00,000 combined together. Similarly, the quantities mentioned at Sr. 3 & 4 are interchangeable and it may go up to maximum of 2,00,000 combined together. 3. * Detailed features are mentioned in the scope of Work for Standard and Enterprise Email Service Plan 4. ** It is considered that on an average the allocated storage space of 50% will be utilized by end users; However, it may increase /decrease depending on individual user(s) requirement/need. 5. # The quantity of manpower may be increased as per requirement of purchaser / end user, which can be maximum up to 200 manpower. 						

1. The Bid price will include all taxes, duties, levies etc., excluding GST and all prices shall be quoted in Indian Rupees only. Bidder to quote their GST rates in the Techno Commercial part of the tender.
2. Any conditional bid would be rejected.
3. Errors & Rectification: Arithmetical errors will be rectified on the following basis:

- a) "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- b) If there is a discrepancy between words and figures, the amount in words will prevail."

4. Few general terms are as:

- i) The bidder may offer discounted price (if applicable) while offering the above tabulated services for Academic / Educational / Research Institutions.
- ii) Bidder should provide all prices as per the prescribed format given above in this section.
- iii) The Bidder needs to account for all cost for all terms as mentioned in the tender.
- iv) The Prices quoted and finalized with successful bidder shall remain valid during the entire seven (7) years period of agreement as mentioned in the tender.
- v) Days will be considered as per numbers of days in the respective months as per actual and 365 (or 366 if leap year) days for 12 months.
- vi) The monthly cost will be divided by number of days in respective months to get per day charges/ cost.
- vii) The Unit Rate as mentioned in the above table may be used for the purpose of issuing work orders for purchase of Email related services as mentioned in above table.
- viii) Purchaser also intends to utilize rates obtained through this tender for requirements across various ERNET India's users, user organizations, institutions, etc. Bidders are requested to factor this larger demand and give the best possible rate to ERNET India.
- ix) Bidders must carefully read the scope, technical & functional requirements, the SLAs and other terms as mentioned in this Tender and accordingly factor all things (i.e. the software, hardware, accessories, services, etc.) to completely meet the requirements of this Tender.
- x) The migration cost, if any, should be considered and included while quoting the rate here.
- xi) The quantities indicated above are indicative in nature, while purchase of user email accounts and other items/ services will be based on the actual upcoming requirements from the prospective users of ERNET India. Accordingly, work orders/purchase orders will be issued by ERNET India on the basis of requirements received from various users during the seven (7) years of agreement. Also, the payments to the vendor shall be based on the actual user's accounts created and services purchased. Payments shall be made from the actual date on which the user's accounts were made operational after complete data migration and services started satisfactorily by the vendor for the user. Presently, ERNET India is providing around 3000 email accounts/ ID's to some user organisations and for own use of ERNET India, thus, initially approximately same number of Email accounts for these organizations may be purchased. However, ERNET India shall not be bound to purchase any services from this tender.
- xii) After finalizing successful bid/ bidder, ERNET India will issue LoI and sign the Agreement with the successful bidder as deemed fit to the purchaser. Subsequently, Work Orders for the exact requirement will be issued by the purchaser from time to time during the seven (7) years period of this contract/ agreement and bidder is required to provide email services in line to the terms of this tender and rates quoted by the successful bidder in the bid.
- xiii) To remain competitive in the market, SI shall give best prices and may also give discount on the prices for the Email services which will be provided to Academic / Educational / Research institutions of India.

2. The bidder shall also provide the following Financial Bid Letter

<<To be provided on the letterhead of the bidder >>

<Location, Date>

To

ERNET India,
5th Floor, Wing-A, DMRC, IT Park Road,
Shastri Park, New Delhi, 110053

Subject: Submission of the Bid to the TENDER No <> dated <>

Dear Sir,

For Participating in TENDER titled “Provision of Email Services through Govt. e-Marketplace (GeM)”,

We, the undersigned Bidder, having read and examined in detail the Tender documents in respect of “Provision of Email Services ” do hereby propose to provide services as specified in the Tender document number <>, Dated: <>

1. Price and Validity

- All the prices mentioned in our bid are in accordance with the terms as specified in the Tender documents. The offer and other terms and conditions of this bid are valid for a period of 180 calendar days from the date of submission of the bid.
- We hereby confirm that our bid prices include all Levies, duties etc. and with GST.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

2. Unit Rates

We have also indicated the unit cost, total cost and GST for the purpose of calculating bid value for financial evaluation. In case of any minor error in calculation of total cost, the unit rate shall prevail for calculating the total cost.

3. Deviations

We declare that all the services shall be performed strictly in accordance with the Tender documents.

4. Qualifying Data

We confirm having submitted the information as required by you in your tender. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

5. Bid Price

We declare that our Bid Price is for the entire scope of the work as specified in the Tender documents.

6. Contract Performance Guarantee Bond

- We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the Tender.
- We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept the bid you receive. We confirm that no technical deviations are attached here with this bid including financial bid.

Thanking you,

Yours sincerely,

Signature :
Name :
Designation :
Address :
Telephone & Fax :
E-mail Address :

(Company Seal)

Section VIII: Annexures & Formats

1. Annexures

1.1 Annexure1-FormatsforPre-QualificationBid

1.1.1 Pre-QualificationBidCoverLetter

<<OnSI'sLetterhead>>

Date: _____

To

ERNET India,
5th Floor, Wing-A, DMRC, IT Park Road,
Shastri Park, New Delhi, 110053

Dear Sir,

Sub:SubmissionofBidinResponsetothe tenderfor “Provision of Email Services through Govt. e-Marketplace (GeM)”.

Having examined the conditions of contract/ agreement as in the Tender, the Scope of Work and other technical specifications, we, theundersigned offer ourselves as a competent IT agency to take up the project named “Provision of Email Services through Govt. e-Marketplace (GeM)” inaccordancewiththeTerms& Conditionspecifiedin theTender on the rates / price mentionedinourFinancial bid.

We undertake, if our bid is accepted, to commence work within 15 (Fifteen) days from the date of issuance of therelevantWork Orders during the agreement period in line to the terms of tender.

If our bid is accepted, we will furnish the Contract Performance Bank Guarantee for a sum of 3% of Indicative Bid value as defined in the Financial Bid format in line to the tender terms.

We agree to abide by this bid for a period of 180 days from the date of bid submission anditshallremainbindinguponusandmaybeaccepted up to any extended timebeforetheexpirationofthatperiod.Untilthe LoI/ Agreement / WorkOrder/Contract is prepared and executed, this bid together with your written acceptance thereof in yournotification ofaward shallconstitutea bindingcontractbetween us.

Weunderstandthatyouarenotboundtoacceptthelowest oranyproposalyoumayreceive. Datedthis dayof<Month>, 2023.

Yourssincerely,

Signature :
Name :
Designation :
Address :
Telephone & Fax :
E-mail Address :
(CompanySeal)

General Information of the SI

<To be printed on the Company Letterhead of the SI>

Sr.No	Parameters	Details
1.	Name of the Firm	
2.	Registered Office address: Telephone Number: Fax Number: e-Mail Address:	
3.	Details of Contact Person (Name, designation, address etc.): Telephone Number: Fax Number: e-Mail Address:	
4.	Is the firm a registered company? (If yes, submit documentary proof)	
5.	Total number of employees	

1.1.2 Compliance Sheet for Qualification of bid

a. For System Integrator (SI):

Sr. No.	Category	Criteria	Documents Required	Provided (Yes/No)	Reference PageNo.
1.	Legal Entity	The SI must fulfill all of the following: a) A company incorporated under the Companies Act, 2013 or any other previous company law in India. b) Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active Status.	Copy of A. Certificate of incorporation B. GST registration certificate C. PAN		
2.	Financial: Turnover	The SI must have an average annual turnover from operations of not less than INR 25 Crore from each of the three financial years (FY 2020-21, 2021-22 and 2022-23 from IT/ ICT/ ITeS/ Email Related business.	Copy of certificate from statutory auditor/ CA quantifying the average annual revenue from IT/ICT/ ITeS/ Email Related business. <i>Refer Section VIII, Annexure-1 (Section 1.1.4)</i>		
3.	Financial: Net Worth	The Net worth of the SI at the end of each three financial years (FY 2020-21, 2021-22 and 2022-23) should be positive.	CA Certificate <i>Refer Section VIII Annexure-1 (Section 1.1.5)</i>		
4.	Project Experience- cloud services / IT Services	SI must have experience of successfully completing/ ongoing project for providing Cloud service /IT services during the last three Financial Year (2020-21, 2021-22, 2022-23) ending 31/03/2023 and up to date of bid submission. (i) For minimum 5 clients within past 3 Years. Out of which minimum three clients should be Govt./PSU Departments, in which one of them should have atleast with minimum 25,000 (Twenty-Five Thousands) email users. (ii) The individual work order value for providing cloud services / IT Services: a. Equal or More than INR 5 Crores: 1 nos. of PO/Work Order OR b. Equal or More than INR 2 Crores and less than 5 Crores: 3 nos. of PO/Work Order Note: Value of work order will be	The SI shall provide: Details of work orders/ Purchase orders/ Completion certificate/ Agreement <i>Refer Section VIII, Annexure-1 (Section 1.1.6)</i> Note: Certificate to the effect shall have to be provided from the client clearly defining the name, address, contact person, contact number and email address.		

		considered as inclusive of all taxes.			
5.	Manpower	The SI should have at least 50 technically skilled employees based in India on own pay roll of the company.	Declaration by authorized signatory of the bidder on Company's letter head <i>Refer Section VIII Annexure-1 (Section 1.1.7)</i>		
6.	Certifications	SI must possess at least 2 valid latest certifications at the time of submitting the Bid. A. ISO 9001 B. ISO 20000 C. ISO 27001 D. CMMi Level-3	Copy of Valid Certificate signed by authorized signatory of the bidder.		
7.	Non-Blacklisting Undertaking	The SI shall submit the undertaking that their entity: - a) Has not been under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason as on date of bid submission. b) Has not been insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons. c) And their directors, partners and officers have not been convicted of any criminal offense related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into an email service supplying contract within a period of three years preceding the floating of this tender, or not have been otherwise disqualified pursuant to debarment proceedings	Self-declaration by the SI duly signed by the authorized signatory of the bidder on company letterhead. <i>Refer Section VIII Annexure- 1 (Section 1.1.8)</i>		
8.	Presence in India	The SI should have a permanent office in India and must be operating for at least from last 3 years as on Tender publishing date.	Self-Declaration from the authorized signatory <i>Refer Section VIII Annexure- 1 (Section</i>		

			<i>1.1.10)</i>		
9.	Authorizati on Form	The SI must provide the Email Service Provider and Cloud Service Provider (CSP) Authorization.	Authorization from ESP & CSP		

b. For Email Service Provider(ESP):

Sr. No.	Category	Criteria	Documents Required	Provided (Yes/No)	Reference PageNo.
1	Financial: Turnover	ESP must have an average annual turnover from operations of not less than INR 100 Crore (Hundred Crores Rupees) for the three consecutive financial years (FY 2020-21,2021-22 and 2022-23) from ICT/ ITeS/ Email related businesses.	Certificate from statutory auditor/ CA quantifying the average annual turnover from ICT/ ITeS/ Email Related businesses <i>Refer Section VIII Annexure- 1 (Section 1.1.13)</i>		
2	Email Service Provider(ESP)	Email Service Provider should be operating in India for at least 5 years as on bid submission date.	Email Service Provider Self-Declaration from the authorized signatory on company letterhead. <i>Refer Section VIII Annexure- 1 (Section 1.1.14)</i>		
3	ISO Certifications from Email Service Provider	Email Service Provider must have all the following valid latest certifications for its facilities in India: (a) ISO 20000 (b) ISO 27001 (c) ISO 27701	Valid Copy of these certificates signed by authorized signatory of Email Service Provider		
4	Experience – mailboxes	The Email Service Provider should have experience of providing mailboxes to at least 10 Lakh (1 Million) users during last 3 years.	Experience details with documentary evidence for scope of work and contract value, along with client contact details, in the form of Work order/ Agreement/ Purchase order/ Completion certificate from client duly signed by authorized signatory Or Email Service Provider Self-Declaration from the authorized signatory <i>Refer Section VIII Annexure- 1 (Section 1.1.15)</i>		

5	Non- Blacklisting	Neither the current organization nor the holding company should have been Debarred and / or blacklisted by any organizations of Govt. of India/ Central PSU/ State Govt entities as on bid submission date for similar work as defined in project/work scope.	ESP Self-Declaration from the authorized signatory <i>Refer Section VIII Annexure-1 (Section 1.1.16)</i>		
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c. For Cloud Service Provider (CSP):

Sr. No.	Category	Criteria	Documents Required	Provided (Yes/No)	Reference PageNo.
1	CSP Turnover	The CSP should have been offering services (IaaS/PaaS) in India from at least last 5 financial years with average annual turnover in India of at least Rs.500 crores as on date of bid submission.	Copy of Certificate of Incorporation or Certified copy of Partnership Deed Letter from Statutory Auditors / Certificate from Chartered Accountant on their letterhead mentioning the annual revenue from Provisioning Cloud Services in India		
2	MeitY Empaneled	The CSP should be empaneled with the Ministry of Electronics & Information and Technology (MEITY), GoI for offering both DC & DR on its own to government bodies. The CSP Data centres offered for services shall be located in India.	Undertaking on CSP letterhead confirming the clause and copy of Valid MeitY Empanelment Certificate		
3	CSP undertaking-1:	CSP shall have published on its public facing website- cloud services' rates for India, Service Level Agreements (SLAs), dashboard live-status of cloud services' health across global datacenter and outage details (if any) with RCA.	An undertaking from the CSP with the links to its relevant public facing website(s) covering the details		

4	CSP undertaking-2:	Availability of self-service cloud portal and Command Line interface where administrator can provision & scale cloud resources without requiring manual intervention of CSP including at least-Virtual machine, Storage disks, object storage, file share, network, backup, disaster recovery replication, infrastructure as code, infrastructure & security monitoring	Undertaking on CSP letterhead with link to public facing website having the service and functionality description		
5	CSP undertaking-3:	CSP must have their own native service Availability of managed databases (PAAS) having feature of inbuilt scaling, HA & backup for MySql, NoSql, OpenSearch, MS Sql or Oracle or PostgreSQL	Undertaking on CSP letterhead with link to public facing website having the service and functionality description		
6	Native Services	CSP must have their own native security service in cloud (instead of 3rd party) for- <ul style="list-style-type: none"> • NextGen Firewall CSP Native • Web Application Firewall • DDoS Protection • Data Encryption at rest • Automated Security Assessment • Identity and Access Management - fine grained access control for access to cloud resources: Only the resource with appropriate permissions and grants has access to any specific resource and All access and 	Undertaking on CSP letterhead with link to public facing website having the service and functionality description		

		changes carried out are logged, cannot be tampered with and be auditable			
7	SLA's	<ul style="list-style-type: none"> a. Uptime offered on a single VM instance is more than or equal to 99.5 % b. Uptime offered on 2 or more VM instances (in HA mode) is more than or equal to 99.9 % 	Undertaking on CSP letterhead with link to public facing website having the service and functionality description		
8	Certification	<ul style="list-style-type: none"> a. Tier-3 datacenter certification (Documentary Evidence- Certificate/Self Certificate signed by the Authorized Signatory of the CSP) b. ISO/IEC 27701:2019 Security techniques — Extension to ISO/IEC 27001 and ISO/IEC 27002 for privacy information management — Requirements and guidelines c. SOC 3 Report- System and Organization Controls attestation reports as mandated by SSAE 16 and SSAE 18 (Documentary Evidence- Certificate/Audited report) 	Copy of Relevant Certificate		

1.1.3 SI's Power of Attorney to Authorize Signatory

<To be issued on the SI's Letterhead>

POWER OF ATTORNEY

Know all persons by these presents, we..... (Name of the company) incorporated under the law of India and having its registered office at..... (Registered address) ["SI"] do hereby irrevocably constitute, nominate, appoint, and authorize Mr./Ms. (Name), son/daughter/wife of and presently residing at , who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our Bid titled "Provision of Email Services through Govt. e-Marketplace (GeM)" a tender issued by the ERNET India and subsequently for our selection as Successful SI including but not limited to signing and submission of all bids and other documents and writings, participate in meetings and providing information and/or responses to ERNET India, representing us in all matters before Purchaser, signing and execution of all contracts including the Authorization Agreement and undertakings consequent to acceptance of our bid, and generally dealing with ERNET India in all matters in connection with or relating to or arising out of our bid for the said project and/or upon award thereof to us and/or till the entering into of the Authorization Agreement with the Purchaser.

AND we hereby agree to ratify and confirm all acts, deed, matters and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds, and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

Capitalized terms not defined herein shall have the meaning assigned to them under the Tender Documents issued by ERNET India.

IN WITNESS WHEREOF....., THE ABOVE-NAMED PRINCIPAL HAS EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF TWO THOUSAND TWENTY-THREE.

For..... Accepted

(Signature).....
(Name, Designation & Address) -----
(Signature)
(Name, Designation & Address of the Attorney)
Witness (Minimum Two):

Instructions regarding Power of Attorney:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be submitted under common seal affixed in accordance with the required procedure.

1.1.4 SI's Auditor's Certificate for Avg. Annual Turnover

<Declaration by the statutory auditor/CA>

Date: DD/MM/YYYY

To

ERNET India,
5th Floor, Wing-A, DMRC, IT Park Road,
Shastri Park, New Delhi, 110053

Subject: Annual Turnover Certificate to participate in TENDER for "Provision of Email Services through Govt. e-Marketplace (GeM)"

Dear Sir,

This is to certify that the Annual Turnover of M/S.....<Registered name of SI> from ICT/ITeS/Email Related business as per books and records for the following financial years are as under.

Sr. No.	Financial Year	Annual Turnover (in INR Crores)
1.	As on last day of the FY 2020-21	
2.	As on last day of the FY 2021-22	
3.	As on last day of the FY 2022-23	
Average Annual Turnover		

I further certify that I am competent officer in my company to make this declaration. Yours sincerely,

Signature :
Name :
Designation :
Address :
Telephone & Fax :
E-mail Address :
(Seal)

Instructions

1. The SI shall attach copies of the Balance Sheets and Profit & Loss Statements for the Financial Years 2020-21, 2021-22 and 2022-23
2. The financial statements shall:
 - a. Be audited by a statutory auditor/CA;
 - b. Correspond to accounting periods already completed and audited (no statement for partial period shall be requested or accepted).

1.1.5 SI's Auditor's Certificate for Net Worth

<Declaration by the statutory auditor/CA>

Date: DD/MM/YYYY

To

ERNET India,
5th Floor, Wing-A, DMRC, IT Park Road,
Shastri Park, New Delhi, 110053

Subject: Declaration of Net Worth to participate in TENDER for "Provision of Email Services through Govt. e-Marketplace (GeM)"

Dear Sir,

This is to certify that the Net Worth of M/S <Registered name of SI> as per books and records for the following financial years are as under.

Sr. No.	Financial Year	Annual Networth (in INR Crores)
1.	As on last day of the FY2020-21	
2.	As on last day of the FY2021-22	
3.	As on last day of the FY2022-23	
Average Annual Networth		

If further certify that I am competent officer in my company to make this declaration. Yours sincerely,

Signature :
Name :
Designation :
Address :
Telephone
& Fax : E-mail
Address: (Seal)

1.1.6 Experience of implementing similar projects

<To be provided each project separately on SI's Letterhead>

Sr.No.	Item	SI's Response
1.	Name of the Entity	
2.	Assignment Name	
3.	Name of the Client	
4.	Country	
5.	Contact Details of the Client (Contact Name, Address, Telephone Number)	
6.	Approximate Value of the Contract in INR	
7.	Duration of Assignment (in months)	
8.	Award Date (month/year)	
9.	Completion Date (month/year)	
10.	Narrative Description of the Project	
11.	Details of Work that defines the scope relevant to the requirement	
12.	Documentary Evidence(s) Attached	

Instructions:

1. A separate table sheet should be filled for each eligible project.
2. Particulars such as name, address and contact details of owner/client should be provided.
3. Each project should be furnished with a completion certificate/agreement/work order/client certificate from the client.
4. If it is an Ongoing Project, Work Order along with ongoing certificate, duly signed by the client, must be submitted.

1.1.7 SI's Undertaking for Manpower Capacity

<<To be printed on SI's Letterhead and signed by HR Head>>

Date: DD/MM/YYYY

To

ERNET India,
5th Floor, Wing-A, DMRC, IT Park Road,
Shastri Park, New Delhi, 110053

Subject: Manpower details for participating in TENDER titled "Provision of Email Services through Govt. e-Marketplace (GeM)".

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the TENDER for "Provision of Email Services through Govt. e-Marketplace (GeM)". I hereby declare that my company<SI's name> has<number> of full-time employees and out of them <number> have experience in Design and Implementation of cloud email solution.

I further certify that I am competent officer in my company to make this declaration. Yours sincerely,

Signature :
Name :
Designation :
Address :
Telephone & Fax :
E-mail Address:
(Company Seal)

1.1.8 SI's Declaration for not being Blacklisted/Debarred

<<To be printed on SI's Letterhead and signed by Authorized Signatory>>

Date: <insert date>

Place: <insert place>

To

ERNET India,
5th Floor, Wing-A, DMRC, IT Park Road,
Shastri Park, New Delhi, 110053

Dear Sir,

Subject: Declaration of Ineligibility for Corrupt or Fraudulent Practices or Blacklisted with any of the Government Agencies

I/We, Proprietor/Partner(s)/Director(s) of M/S. _____ hereby declare that the firm/company namely M/s. _____, as on the date of bid submission, has not been blacklisted or debarred in the last three years and is not under blacklisting period/active debarred list by Purchaser or any of the Central or State Government Organization/Public Sector Undertaking/ Autonomous Body etc.

In case the above information is found false I/We are fully aware that the tender/ contract will be rejected/cancelled by ERNET India and execution of Bid Securing Declaration. In addition to the above Purchaser will not be responsible to pay the bills for any completed / partially completed work if Tender was allotted.

OR

I/We Proprietor/Partner(s)/Director(s) of M/S. _____ hereby declare that the firm/company namely M/S _____ in the last three years, was blacklisted or debarred by Purchaser, or any other Central or State Government Organization/Public Sector Undertaking/Autonomous Body etc. for a period of _____ months / years w.e.f. _____. The period is over on _____. _____ and, as on the date of bid submission the firm/company is not in active blacklisting period and no wentitled to take part in Government tenders.

In case the above information is found false I/We are fully aware that the tender/ contract will be rejected/cancelled by ERNET India and execution of Bid Securing Declaration. In addition to the above ERNET India will not be responsible to pay the bills for any completed / partially completed work if Tender was allotted.

Your sincerely,

Signature :
Name :
Designation :
Address :
Telephone & Fax :
E-mail Address:
(Company Seal)

1.1.9 SI's Declaration for IT Act

<<Tobeprintedon SI'sLetterheadandsignedbyAuthorizedSignatory>>

To

ERNET India,
5th Floor, Wing-A, DMRC, IT Park Road,
Shastri Park, New Delhi, 110053

Sub:CompliantforITact2000declarationforparticipationinTENDERofthe ERNET India titled“Provision of Email Services through Govt. e-Marketplace (GeM)”.

DearSir,

Itiscertifiedthat,M/S<RegisterednameoftheSIanditscommunicationaddress>, iscompliantwith ITAct2000(including43A)andamendments.

Yourssincerely,

Signature :
Name :
Designation :
Address :
Telephone&Fax:
E-mailAddress :
(CompanySeal)

Note:Thisdeclarationneedstobe submittedalongwithtechnicalproposal.

1.1.10 SI's Declaration Geographic location of office

<<To be printed on SI's Letterhead and signed by Authorized Signatory>>

To

ERNET India,
5th Floor, Wing-A, DMRC, IT Park Road,
Shastri Park, New Delhi, 110053

Subject: Undertaking for operating and having permanent office in India. Dear Sir,

I have carefully gone through the Terms & Conditions contained in the TENDER for "Provision of Email Services through Govt. e-Marketplace (GeM)". We M/s _____ (Name of the SI) having permanent head office at _____ (complete address along with city, town, district, and PIN code) and operating in India from last <Insert no of years > years as on bid publishing date.

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature :
Name :
Designation :
Address :
Telephone
& Fax : E-
mail
Address : (
Company Seal)

1.1.11 SI's Declaration on No Deviation and undertake Total Responsibility

<<Tobeprintedon SI'sLetterheadandsignedbyAuthorizedSignatory>>

Date:DD/MM/YYYY

To

ERNET India,
5th Floor, Wing-A, DMRC, IT Park Road,
Shastri Park, New Delhi, 110053

Subject: Declaration for no deviation and undertaking total responsibility for participating in TENDER for "Provision of Email Services through Govt. e-Marketplace (GeM)"

DearSir,

Thisistocertifythatourofferisexactlyinlinewithyourtenderenquiry/TENDER(includingamendments)no.___ dated _____.ThisistocertifythatouroffercontainsnodeviationonTechnicalRequirementsSpecifications(includingScope ofWork), Legalor Commercialaspectsineitherdirect orindirect form.

IfurthercertifythatIamcompetentofficerinmycompanytomakethisdeclaration.

Yourssincerely,

Signature :
Name :
Designation :
Address :
Telephone & Fax :
E-mail Address:
(CompanySeal)

1.1.12 SI's Declaration for Country Sharing Land Border with India for compliance
<<Tobeprintedon SI'sLetterheadandsignedbyAuthorizedSignatory>>

To
ERNET India,
5th Floor, Wing-A, DMRC, IT Park Road,
Shastri Park, New Delhi, 110053

Subject: Declaration for the country sharing land border with India for participating in TENDER for "Provision of Email Services through Govt. e-Marketplace (GeM)"

Dear Sir,

Ihavereadtheclause/PararegardingrestrictionsonprocurementfromabidderofacountrywhichsharesalandborderwithIndia andon sub-contractingto contractorsfromsuchcountries.

(a) IcertifythatM/s _____(nameofSI)isnotfromsuchacountryandwillnot sub-contract any work to a contractor from such countries unless such contractor is registered with the CompetentAuthority.IalsocertifythatM/s_____will not offeranyproducts/services of entityfromsuchcountriesunless suchentity isregisteredwith theCompetentAuthority.

or

(b) IcertifythatM/s _____(nameofSI)isfromsuchacountryandhasbeenregisteredwiththeCompetentAuthority.IalsocertifythatM/s _____hasproducts/servicesofentityfromsuchcountriesandtheseentity/entitiesarealsoregisteredwiththeCompetentAuthority.IalsocertifythatM/s_____has sub-contractedsomeworktocontractorfromsuchcountriesandthatsuchcontractorisregisteredwiththeCompetentAuthority.

Iherebycertify thatM/s _____(name of SI) fulfillsallotherrequirements in thisregard and iseligible to beconsidered.

I hereby acknowledge that in the event of acceptance of my bid on above certificate and if the certificate is found to befalseatanystage,thefalsecertificatewouldbeagroundforimmediateterminationofcontractandfurtherlegalaction inaccordancewith theLaw.

Note:

1. Givecertificateforeither(a)or(b)/Strike whichisapplicable inyourcase
2. Whereapplicable,evidenceofvalidregistrationissuedbytheCompetentAuthorityshallbeattached/uploadedal onwiththebid/offer.
3. SIsareadvisedtoattach/uploadthevalidcertificatedulysignedbyauthorizedpersonoftheSIanddulystampedal onwiththeirBid/Offer

Yourssincerely,

Signature :
Name :
Designation :
Address :
Telephone & Fax :
E-mail Address:
(CompanySeal)

1.1.13 ESP's Auditor's Certificate for Avg. Annual Turnover

<Declaration by the statutory auditor/CA>

Date: DD/MM/YYYY

To

ERNET India,
5th Floor, Wing-A, DMRC, IT Park Road,
Shastri Park, New Delhi, 110053

Subject: Providing Annual Turnover Certificate TENDER for "Provision of Email Services through Govt. e-Marketplace (GeM)"

Dear Sir,

This is to certify that the Annual Turnover of M/S

..... <Registered name of ESP> from ICT/ITeS/Email Related business as per books and records for the following financial years are as under.

Sr. No.	Financial Year	Annual Turnover (in INR Crores)
1	As on last day of the FY2020-21	
2	As on last day of the FY2021-22	
3	As on last day of the FY2022-23	
Average Annual Turnover		

If further certify that I am competent officer in my company to make this declaration.

Your sincerely,

Signature :
Name :
Designation :
Address :
Telephone & Fax :
E-mail Address :
(Seal)

Instructions

1. The ESP shall attach copies of the Balance Sheets and Profit & Loss Statements for the Financial Years 2020-21, 2021-22 and 2022-23
2. The financial statements shall:
 - a. Be audited by a statutory auditor/CA;
 - b. Correspond to accounting periods already completed and audited (no statement for partial period shall be requested or accepted).

1.1.14 ESP’s Power of Attorney to Authorize Signatory

<TobeissuedontheESP’sLetterhead>

POWEROFATTORNEY

Knowallpersonsbythesepresents,we.....(Nameofthecompany)incorporatedunder thelawsofIndiaandhavingitsregisteredofficeat..... (Registeredaddress) [“ESP”] doherebyirrevocablyconstitute,nominate,appoint, and authorize Mr./Ms. (Name), son/daughter/wife of and presently residingat,whoispresentlyemployedwithusandholdingthepositionof,asourtrue and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts,deeds,mattersandthingsasarenecessaryorrequiredinconnectionwithorincidentaltosubmissionofourBidtitled “Provision of Email Services through Govt. e-Marketplace (GeM)”a(TENDER)issuedbythe ERNET India andsubsequentlyforourselectionasSuccessfulESPincludingbut not limited to signing and submission of all bids and other documents and writings, participate in meetings andprovidinginformationand/orresponsesto ERNET India,representingusinallmattersbeforePurchaser,signingandexecutionof all contracts including the Authorization Agreement and undertakings consequent to acceptance of our bid, andgenerally dealing with Purchaser in all matters in connection with or relating to or arising out of our bid for the saidproject and/or upon award thereof to us and/or till the entering into of the Authorization Agreement withthePurchaser.

AND we hereby agree to ratify and confirm all acts, deed, matters and things lawfully done or caused to be done byour said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts,deeds, and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always bedeemedto havebeen doneby us.

CapitalizedtermsnotdefinedhereinshallhavethemeaningassignedtothemundertheTenderDocumentsissued by ERNET India .

INWITNESSWHEREOF..... ,THEABOVE-NAMEDPRINCIPALHASEXECUTEDTHISPOWEROF ATTORNEYONTHIS DAYOFTWOTHOUSANDTWENTY-THREE.

For..... Accepted

(Signature)	:	_____
(Name,Designation&Address)	:	_____
(Signature)	:	_____
(Name,Designation&AddressoftheAttorney):	:	_____
Witness	:	_____
InstructionsregardingPower ofAttorney	:	_____

ThemodeofexecutionofthePowerofAttorneyshouldbeinaccordancewiththeprocedure,ifany,laiddownbytheappliedlawandthecharterdocumentsoftheexecutant(s)andwhenitissorequiredthesameshouldbesubmittedundercommon seal affixedinaccordancewiththerequiredprocedure.

1.1.15 ESP's Experience of Providing Mailbox Solution

<<Tobeprovidedontheletterheadofthe ESP>>

Date:

To

ERNET India,
5th Floor, Wing-A, DMRC, IT Park Road,
Shastri Park, New Delhi, 110053

Sub:MailboxexperiencesforparticipationinTENDERofthetitled“Provision of Email Services through Govt. e-Marketplace (GeM)”

DearSir,

Itis certified thatwe, M/S.....<ESP'sRegisterednameanditscommunicationaddress>,haveexperienceof providingcloudbasedmailboxestoatleast....<Insertnumber>Users.

Yourssincerely,

Signature :
Name :
Designation :
Address :
Telephone & Fax :
E-mail Address:
(Seal)

1.1.16 ESP's Declaration for not being Blacklisted / Debarred

<<TobeprintedonESP'sLetterheadandsignedbyAuthorizedSignatory>>

Date: <insertdate>

Place: <insertplace>

To

ERNET India,
5th Floor, Wing-A, DMRC, IT Park Road,
Shastri Park, New Delhi, 110053

Dear Sir,

Subject: Declaration of Ineligibility for Corrupt or Fraudulent Practices or Blacklisted with any of the Government Agencies

I/We, Proprietor/Partner(s)/Director(s) of M/S. _____ hereby declare that the firm/company namely M/s. _____, as on the date of bid submission, has not been blacklisted or debarred in the last three years and is not under blacklisting period/active debarred list by Purchaser or any of the Central or State Government Organization/Public Sector Undertaking/ Autonomous Body etc.

In case the above information is found false I/We are fully aware that the tender/ contract will be rejected/cancelled by ERNET India and execution of Bid Securing Declaration. In addition to the above Purchaser will not be responsible to pay the bills for any completed / partially completed work if Tender was allotted.

OR

I/We Proprietor/Partner(s)/Director(s) of M/S. _____ hereby declare that the firm/company namely M/S _____ in the last three years, was blacklisted or debarred by Purchaser, or any other Central or State Government Organization/Public Sector Undertaking/Autonomous Body etc. for a period of _____ months / years w.e.f. _____. The period is over on _____ and, as on the date of bid submission the firm/company is not in active blacklisting period and no went titled to take part in Government tenders.

In case the above information is found false I/We are fully aware that the tender/ contract will be rejected/cancelled by ERNET India and execution of Bid Securing Declaration. In addition to the above ERNET India will not be responsible to pay the bills for any completed / partially completed work if Tender was allotted.

Your sincerely,

Signature :
Name :
Designation :
Address :
Telephone & Fax :
E-mail Address:
(Company Seal)

1.1.17 Documents relating to Bid Security.

*Note: To be submitted as part of Technical bid, along with supporting documents, if any.
Bidders exempted from submission of bid security are also required to submit this.*

Bid Securing Declaration
(on Company Letter-head)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____

Date.....

To
Registrar & CPO
ERNET India, 5th Floor,
Block-I, A Wing, DMRC IT Park,
Shastri Park, Delhi-110053

Ref: Tender Document No. Tender No./xxxx;

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organization for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- iii) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- iv) being notified within the bid validity of the acceptance of our bid by the ERNET India, but refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) receipt by us of your notification of cancellation of the entire tender process or rejection of all bids or of the name of the successful bidder or
- 2) forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name& address of Bidder and seal of company]

Dated.....

Place.....

1.2 Annexure2-Formats/TemplatesforTechnicalBid

1.2.1 Form-1: Bid Covering Letter

(To be submitted as part of Technical bid, along with supporting documents)

(On Bidder's Letter-head)

To

Registrar & CPO
ERNET India, 5th Floor,
Block-I, A Wing, DMRC IT Park,
Shastri Park, Delhi-110053
Ref: Your Tender Document No. Tender No./xxxx;

Sir/ Madam,

Having gone through the abovementioned Tender Document, I _____ (name and designation of the officer signing the bid) being an authorized representative of M/s _____ (name of the bidder), on behalf of M/s _____ (name of the bidder) hereby submit our bid and confirm that we are meeting all the eligibility conditions and abide to comply with the terms & conditions mentioned in the captioned tender document.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

a) **Our Credentials**

We are a _____ (company/LLP/registered partnership firm/society) registered in India under _____ (specify the Act in which entity is registered as a legal entity).

b) **Our Eligibility and Qualifications to participate**

We confirm that we comply with all the eligibility criteria stipulated in this Tender Document and the relevant declarations are made along with documents in the given Forms. We fully meet the eligibility & qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents in Form: 'Eligibility & Qualification Criteria – Compliance'.

c) **Our Bid to supply of _____ (goods, services , or both)**

We offer to supply _____ (goods, services , or both) of requisite specification and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted in the Form: 'Bill of Quantity – Compliance' and in the Form: 'Technical Specifications- Compliance.'

d) **Prices**

We hereby offer to perform the items and services at our lowest prices. The prices in this offer have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:

- i) those prices; or
- ii) the intention to submit an offer; or
- iii) the methods or factors used to calculate the prices offered.

The prices in this offer have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

e) **Affirmation to terms and conditions of the Tender Document**

We have understood the complete terms and conditions of the Tender Document. We accept and comply with

these terms and conditions without reservations and deviations.

f) Bid Securing Declaration/EMD

We have submitted the Bid Securing Declaration (BSD, in lieu of Bid Security)/EMD in stipulated format vide Form: 'Documents Relating to Bid security.'

g) Abiding by the Bid Validity

We agree to keep our bid valid for acceptance for a period upto (to be filled by the indenting division)days from bid submission, as required in the Tender Document and for a subsequently extended period, if any and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

h) Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies

We confirm that we have not changed, edited the contents of the downloaded Tender Document. We realize that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents, affidavits, undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents, affidavits, undertakings, we shall be responsible for the same. Upon accepting our Financial bid, we undertake to submit for scrutiny, on-demand by the ERNET India, originals, and self-certified copies of all such certificates, documents, affidavits, undertakings.

i) A Binding Contract

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal contract, purchase orders are signed or issued, this bid, together with your contract/Pos shall constitute a binding contract between us during the entire period as mentioned in the tender document with all terms and conditions.

j) Performance Guarantee and Signing the contract

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount, failure to execute the agreement, the ERNET India has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

k) Signatories

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted in Form: 'Bidder Information' annexed herewith. We acknowledge that our digital/digitized signature is valid and legally binding.

l) Rights of the ERNET India to Reject bid(s)

We further understand that you are not bound to accept our bid even if it is lowest and we undertake to abide by the decision of ERNET India with regard to acceptance or non-acceptance of our bid and not to contest the same at any forum.

.....
(Signature with date)
.....

(Name and designation)
Duly authorized to sign bid for and on behalf of
[name& address of Bidder and seal of company]

1.2.2 Form 2: Bidder Information

(To be submitted as part of Technical bid along with supporting Documents)
(On Bidder's Letter-head)
(Along with supporting documents, if any)

Bidder's Name _____
[Address and Contact Details]
Bidder's Reference No. _____ Date.....
Tender Document No./Tender No./xxxx

Note: Bidder shall fill this Form by following the instructions indicated below. No alterations to its format is permitted, and no substitutions is accepted. Bidder shall enclose certified copies of the documentary proof, evidence, etc. to substantiate the corresponding statement wherever necessary and applicable. Bids shall be liable to be rejected as nonresponsive if Bidder submits any wrong or misleading information and ERNET India may invoke Bid Security Declaration.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

m) Bidder particulars

- a) Name of the Entity:.....
- b) Corporate Identity No. (CIN)/Registration No. as a legal entity:
.....
- c) GeM Supplier ID
- d) Place of Registration
- e) Complete Postal Address:
- f) Pin code:
- g) Telephone nos. :
- h) Mobile Nos.:
- i) Contact persons/ Designation:
- j) Email IDs:

Submit documents to demonstrate Qualification eligibility as per Qualification Criteria section. Certificate of incorporation/Registration attested by Company Secretary/ Authorized Signatory shall be provided.

n) Taxation Registrations

- a) PAN number:
- b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):
- c) GSTIN number:
- d) We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.

Documents to be submitted: Self-attested Copies of PAN card and GST Registration.

o) **Authorization of Person(s) signing the bid on behalf of the Bidder**

- a) Full Name: _____
- b) Designation: _____
- c) Signing as:

The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or Power of attorney given on stamp paper by authorize person.

Documents to be submitted: Power of Attorney/ Board Resolution

p) **Bidder's Authorized Representative Information**

- a) Name:
- b) Address:
- c) Telephone/ Mobilenumbers:
- d) Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name& address of Bidder and seal of company]

Dated.....

Place.....

1.2.3 Form 3: Eligibility Declarations

(To be submitted as part of Technical bid)
(On Letter-head)
(Along with supporting documents, if any)

Tender Document No./TenderNo./xxxx;

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)

We hereby confirm that we are comply with all the terms & conditions mentioned in the tender document including clauses mentioned in the NIT and ITB sections and declare that we shall provide evidence of our continued eligibility to ERNET India as may be requested:

q) **Legal Entity of Bidder:** _____

We solemnly declare that we (including our affiliates, subsidiaries, constituents):

- a) Are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
- b) (including our Contractors, subcontractors for any part of the contract):
 - i. Do not stand declared ineligible, blacklisted, banned, debarred by Government from participation in its Tender Processes; and/ or
 - ii. Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible, suspended, blacklisted, banned, debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
- c) We certify that we fulfil all the eligibility condition as prescribed in the Tender Document.
- d) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair, unethical, anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
- e) We have gone through F.No.6/18/2019 – PPD dated 23rd July 2020 issued by Department of Public Procurement, Ministry of Finance, Govt. of India and certify as follows:
I hereby certify that the <<<<bidder's name>>>> :

(i) is not from such a country

or

(ii) is from such a country and has been registered with the Competent Authority in India which makes the bidder eligible to participate in this Tender/ RFP. [Evidence of valid registration by the Competent Authority attached.]

I hereby certify that <<<<<<bidder name>>>>>fulfils all requirements in this regard and is eligible to be considered.

{Strike out inapplicable clause i.e. clause (i) or (ii)}

v) **Make in India Status:**

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

a) **We declare that**

- There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for the offered items & services, or
- We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered items and services.

Penalties for false or misleading declarations

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that ERNET India may invoke Bid Security Declaration, if any wrong or misleading self-declaration submitted by us.

(Signature with date)

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

Dated.....

Place.....

[name& address of Bidder and seal of company]

1.2.4 Form 4: Terms & Conditions- Compliance
(on Letter Head)

Bidder's Name _____
[Address and Contact Details] _____
Bidder's Reference No. _____ Date.....

To

Registrar & CPO
ERNET India, 5th Floor,
Block-I, A Wing, DMRC IT Park,
Shastri Park, Delhi-110053

Ref: Tender Document No. Tender No./xxxx;

Subject: **Terms & Conditions- Compliance**

- 1) With reference to our Bid submitted against the above referred Tender no....., we hereby confirm that we comply with all terms, conditions and specifications of the Tender Documents read in conjunction with Amendment(s), Clarification(s) (if any) issued by ERNET India prior to last date of submission of bids and the same has been taken into consideration while submitting our bid and we declare that we have not taken any deviation in this regard.

- 2) We further confirm that any deviation, variation or additional conditions etc. or any mention, contrary to Bidding Documents and its Amendment(s), Clarification(s) (if any) as mentioned at above found anywhere in our bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to ERNET India.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
[name& address of Bidder and seal of company]

1.2.5 Form 5: Bank Guarantee Format for Performance Security

(To be stamped in accordance with stamp Act)

(The non-judicial stamp paper should be in the name of issuing Bank)

B.G. NO. _____

Date of issue _____

Amount (Rs.) _____

Valid upto _____

Claim Amount upto _____

To,
Registrar & CPO
ERNET India, 5th Floor,
Block-I, A Wing, DMRC IT Park,
Shastri Park, Delhi-110053

Dear Sir,

In consideration of the ERNET India, Ministry of Electronics & Information Technology (hereinafter referred as the '**Owner**', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ (name, constitution and address) (herein referred to as the '**Contractor**', which expression shall unless repugnant to the context of meaning thereof, include its successors, administrator, executors and assigns) a Purchase Order No. _____ dated _____ valued at _____ (hereinafter referred to as Contract) and the Contractor having agreed to provide a Bank Guarantee towards Performance of the entire Contract equivalent to Rs. _____ (amount of BG) (i.e. _____ per cent of the said value of the Contract) to the Owner.

We _____ (name of the Bank) having its Registered Office at _____ and Corporate/Head Office at _____ (hereinafter referred to as the '**Bank**', which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay at any time up to _____ (day/month/year including claim period) an amount not exceeding Rs. _____, within ten (10) calendar days from the date of receipt by us on first written demand by Owner; through hand delivery or registered A.D. Post or by speed post or by courier, stating that "**Contractor**" has failed to perform its obligations under the Contract. Aforesaid payment will be made without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the owner the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course of or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor's liabilities.

This Guarantee can be invoked in one or more tranches and in such a case Owner will not be required to submit the original Guarantee along with submission of claim.

Notwithstanding anything mentioned herein above our liability under this guarantee is restricted to Rs. _____ and it shall remain in force up to and including _____ shall be extended from time to time for such period as may be desired by the Contractor on whose behalf this guarantee has been issued.

WITNESS

Signature _____

Name _____

BANK

Signature _____

Name _____

(Bank's Rubber Stamp)
Seal, name & address of the Bank and address of the Branch
Designation with Bank Stamp

1.2.6 Form 6: Non-Disclosure Agreement

(To be submitted on Non-Judicial Stamp Paper of Rs 100/-)

This Agreement is made as on the _____, between **ERNET India, an autonomous society under the administrative control of Ministry of Electronics and Information Technology, Government of India** called as “**ERNET India**” through its Director General which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

And

<<<**Bidder / Contractor Name**>>> called as “-----” through its ----- which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

ERNET India and <<Bidder/ContractorName>> are sometimes referred to herein individually as “Party” and collectively as “Parties”.

Tender No. “ is for the procurement of Cloud Services to Host various services (such as Web Hosting, DNS Applications etc.) offered by ERNET India to its users as per the terms mentioned in the tender document through Govt. e- Marketplace (GeM) –reg. ” and Contract no.....(hereinafter referred as “**Project**”).

ERNET India and <<Bidder / ContractorName>>have entered into a contract to deliver this project, Now, both the parties enter into this agreement and agree that information provided and available with each party in respect of this project is to be used only for the specific project purpose and parties are required to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party’s disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed, owned or collected by one party to the other party, including information generated under this project, which the disclosing party identifies in writing or otherwise as confidential to the receiving party (“**Confidential information**”). Information consists of certain specifications, designs, plans, drawings and /or technical information, software, data etc, and all copies and derivatives containing such information, that may be disclosed to one another for and during the purpose, which a party considers proprietary or confidential (“**Information**”). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party.
2. ERNET India and <<Bidder/ ContractorName>> hereby agree that during and after the Agreement Period:
 - a) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined, shall cause its employees, outsourced agencies, vendors, implementation partners and contract employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential for fulfilling the purpose, and shall prevent disclosure of information to third parties.
 - b) Upon the disclosing party’s request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been

destroyed.

3. The foregoing restrictions on each party's use disclosure of information shall not apply to information that the receiving party can demonstrate which : -
 - a) Was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
 - b) Has become generally available to the public without breach of confidentiality obligations of the receiving party; or
 - c) Was in the receiving party's possession without restriction or was known by the receiving party without restriction in vogue at the time of disclosure; or
 - d) is the subject of a subpoena or other legal or administrative stipulated requirement demand for disclosure; provided, however that the receiving party has given the disclosing party prompt notice of such requirement for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure and appropriate protective order; or
 - e) Is disclosed with the prior written consent of the disclosing party; or
 - f) Was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
 - g) The receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.
4. Each party agrees not to remove any of the other party's Confidential Information from the premises and sites of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any confidential information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises and sites. Each party agrees to comply with any and all terms and conditions the disclosing party's may impose upon any such approved removal, such as conditions that there moved confidential information and all copies must be returned by ascertain date, and that no copies are to be make off of the premises.
5. Upon the disclosing party's request, their receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's confidential information all copies thereof.
6. Each party recognizes and agrees that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity or may seek the intervention of Director General, ERNET India for such a breach.
7. Access to information hereunder shall not preclude an individual who has seen such information for the purpose of this agreement from working on future projects for the receiving party which relate to similar subject matters provided that such individual does not make reference to the information and does not copy the substance of the information during the confidentiality period thereafter as required by applicable law. Furthermore nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know how developed by the receiving party's personnel under this agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.
8. As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection rights, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING

THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this agreement and the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase, or sale or to enter into any additional agreement of any kind.

9. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.
10. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
11. That in case of any dispute or differences, breach & violation relating to the terms of this agreement, the said matter or dispute, difference shall be referred to Director General, ERNET India for his decision in this regard. The decision of the Director General, ERNET India will be final and binding on both the parties.
12. This Agreement constitutes the entire agreement of the parties with respect to the parties respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto.
13. The parties can amend or modify this agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other Party's written consent.
14. This Agreement will remain in effect during the currency of agreement & shall survive even after expiry of the agreement or project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by Their duly authorized officers or representatives.

For and on behalf of
ERNET India
Ministry of Electronics and
Information Technology,
Government of India.

For and on behalf of
<< Contractor Name >>

Name: Sh. Arun Kumar Singh<<Authorized to sign from Contractor Name >>
Designation: Registrar & CPO
ERNET India, Delhi

Designation:
Address:

1.2.7 Form 7 : Integrity Pact & Agreement

To

ERNET India,
5th Floor, Wing-A, DMRC, IT Park Road,
Shastri Park, New Delhi, 110053

Subject: Submission of bid for the work "Provision of Email Services"

Dear Sir,

I/We acknowledge that ERNET India is committed to follow the principle of transparency, equity and competitiveness as enumerated in the Integrity Agreement enclosed with the tender/ bid document.

I/We agree that the Tender is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/ We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the tender.

I/ We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence, when tender/bid is finally accepted by ERNET India. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/ We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, ERNET India shall have unqualified, absolute and unfettered right to disqualify the tenderer / Bidder and reject the tender/bid in accordance with the terms and conditions of the tender /bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the same Bidder's signatory/competent authorized who will sign the relevant contract on behalf of ERNET India.

INTEGRITY AGREEMENT

This Integrity Agreement is made at.....on this.....day of.....20.....

BETWEEN

ERNET India, an autonomous society of Ministry of Electronics and Information Technology (MeitY), Govt. of India and having its registered office at DMRC Shastri Park New Delhi in the State of Delhi (Hereinafter referred as "ERNET India", which expression shall unless repugnant to the meaning or context hereof include its successors and assigns)

AND

.....
(Name and Address of the Firm/Company

.....
Through (Details of duly Authorized signatory)

(Hereinafter referred to as the "Bidder/Contractor", which expressions shall, unless repugnant to the meaning or context hereof include, its successors and permitted assigns)

ERNET India / ERNET India
and the Bidder/Contractor are collectively referred to as "parties" and individually referred to as "party".

Preamble

WHEREAS ERNET India has floated the Tender for (Provision of Email Services) (Hereinafter referred to as "Tender") and intends to award, under laid down organizational procedure, contract for hereinafter referred to as the "Contract".

AND WHEREAS ERNET India values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

ERNET India invites online bids (e-tender for) for: Item (s) & Services

ERNET India values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Contractor.

In order to achieve these goals, ERNET will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for Compliance with the principles mentioned above.

Section 1- Commitments of ERNET

1. ERNET commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of ERNET, 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. ERNET will during the tender process treat all Bidder(s) with equity and reason. ERNET 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 process or the contract execution.
 - c. ERNET India will exclude from the process all known prejudiced persons.
2. If ERNET India 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, ERNET India will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)

1. The Bidder(s) commit himself to take all measures necessary to prevent corruption. The bidder commits himself to observe the following principles during his participation in the tender process and during the contract execution:
 - a. The Bidder(s) will not, directly or through any other persons or firm, offer promise or give to any of ERNET'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 or during the execution of the contract.
 - b. The Bidder(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 cartelization in the bidding process.
 - c. The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by ERNET as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(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). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure.
 - e. The Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(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(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, ERNET is entitled to disqualify the Bidder(s) from the tender process or take action as per the Government/ERNET India's procedure on banning of the business dealings/bidders, etc.

Section 4: Compensation for Damages

- a. If ERNET India has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, ERNET is entitled to enforce Bid security Declaration.
- b. If ERNET India has terminated the contract according to section 3, or if ERNET is entitled to terminated the contract according to section 3, ERNET shall be entitled to demand and recover from the bidder liquidated damages of the Contract value and/or the amount equivalent to Performance Security or from any due payment to the bidder.

Section 5: Previous Transgression

- a. 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 other public sector enterprise in India that could justify his exclusion from the tender process.
- b. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for

action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6: Equal treatment of all Bidders/Subcontractors

- a. The Bidder(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to ERNET before contract signing.
- b. ERNET India will enter into agreements with identical conditions as this one with all bidders, and subcontractors.
- c. ERNET India will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/Sub contractor(s)

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

Section 8: Independent External Monitor/Monitors

1. ERNET India appoints competent and credible Independent External Monitor for this Pact. 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 functions neutrally and independently. He reports to the Director General, ERNET.
3. The Bidder(s) accepts that the Monitor has the right to access without restriction to all project documentation of ERNET including that provided by the bidder. The bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Subcontractor(s) with confidentiality.
4. ERNET 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 ERNET and the bidder. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of ERNET 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.
6. The Monitor will submit a written report to the Director General, ERNET within 8 to 10 weeks from the date of reference or intimation to him by ERNET and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Director level in the ERNET India or as decided by Director General of ERNET India.
8. If the Monitor has reported to the Director General ERNET, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General ERNET 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

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 Director General of ERNET.

Section 10 - Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of ERNET, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this 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.
5. Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs

(For & on behalf of ERNET)
(Office Seal)

(For & on behalf of Bidder)
(Office Seal)

Place-----

Date-----

Witness 1: (Name & Address) _____

Witness 2: (Name & Address) _____