



Request for Quotation (RFQ)

Website Hosting Services

CAFRAL No. 00255/10.14.001/2019-20

Date: February 14, 2020

Important Clarifications

Some terms have been used in the document interchangeably for the meaning as mentioned below:

- 'CAFRAL means 'Centre for Advanced Financial Research and Learning'.
- 'Bidder' means the respondent to the RFQ document.
- 'Successful Bidder' refers to the Bidder who gets selected by CAFRAL after completion of Evaluation process.
- 'SP' refers to the successful Bidder who provides the services to the CAFRAL after the contract is awarded.
- 'RFQ' or 'Tender' means the Request for Quotation document
- 'Bid' may be interchangeably referred to as 'Offer'.

Critical Information

Tender Reference CAFRAL No. 00255/10.14.001/2019-20 February 14, 2020			
Purpose		Website Hosting Services with Disaster Recovery (DR)	
No. Of Envelopes (Non window, sealed)		02 (Two), Non-window sealed Envelopes	
Sr.No.	Events	Date	Time/
1	Last date for seeking clarifications for Pre-Bid meeting	February 28, 2020	4:00PM
2	Pre Bid meeting (<i>no clarifications would be given after Pre-Bid meeting</i>)	March 12, 2020	11:00AM to 4:00PM
3	Last date for submission of Bids	March 16, 2020	4:00 PM
4	Address for Pre-Bid meeting and Bid Submission	The Director, Centre for Advanced Financial Research And Learning (CAFRAL), Reserve Bank of India, C8 Building, 8th floor, Bandra - Kurla Complex, Bandra (East), Mumbai - 400 051. Phone: 022-26571030/1016	
5	Date & Time of Opening of Technical Bid (Part - I)	March 27, 2020	11:00 AM
6	Date and time of opening of Commercial Bids (Part - II)	To be intimated at a later date	
7	Bid Validity	Three Months from the last date of Bid submission.	
8	Contact details of CAFRAL officials	Mr D G Kulkarni Administrative Officer dgkulkarni@cafral.org.in 022 26571034	10:30 AM to 5:00 PM

1. Introduction and Disclaimers

1.1 Preface

This Request for Quotation document ('RFQ document' or RFQ) has been issued for Website Hosting Services for a period of three years, further extendable up to two year. The RFQ document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between Centre for Advanced Financial Research and Learning (CAFRAL) and any successful identified Bidder, after completion of the selection process as detailed in this document.

1.2 Information Provided

The RFQ document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with CAFRAL. Neither CAFRAL nor any of its employees, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document.

1.3 For Respondent Only

The RFQ document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent" or "the Bidder") i.e. Government Organization/Public Sector Undertaking (PSU) / Limited Company/Partnership firm registered in India.

1.4 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, CAFRAL disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein consequential or incidental thereto) or damage or losses, (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFQ document or conduct ancillary to it whether or not any losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of CAFRAL or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

1.5 Costs To Be Borne By Respondents

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by CAFRAL, will be borne entirely and exclusively by the Respondent.

1.6 No Legal Relationship

No binding legal relationship will exist between any of the Respondents and CAFRAL until execution of a contractual agreement.

1.7 Recipient Obligation to Inform Itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFQ document and the meaning and impact of that information.

1.8 Evaluation of Offers

The issuance of RFQ document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFQ document that it has not relied on any idea, information, statement, representation, or warranty given in this RFQ document.

1.9 Acceptance of Selection Process

Each Recipient / Respondent having responded to this RFQ acknowledges to have read, understood and accepts the selection & Evaluation process mentioned in this RFQ document. The Recipient / Respondent ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RFQ.

1.10 Errors and Omissions

Each Recipient should notify CAFRAL the existence of any error, fault, omission, or discrepancy found in this RFQ document but not later than twelve days prior to the due date for lodgement of Response to RFQ.

1.11 Acceptance of Terms

Recipient will, by responding to CAFRAL for RFQ, be deemed to have accepted the terms of this Introduction and Disclaimer.

1.12 Requests for Quotation (RFQ)

Recipients are required to direct all communications related to this RFQ, through the Nominated Point of Contact Person:

Contact	:	D G Kulkarni
Position	:	Administrative Officer
Email	:	dgkulkarnig@cafral.org.in
Telephone	:	022-26571034

CAFRAL may, in its absolute discretion, seek additional information or material from any Respondents after the RFQ closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFQ could be conveyed promptly.

If CAFRAL, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to such question, then CAFRAL reserves the right to communicate such response to any/all Respondents.

CAFRAL may, in its absolute discretion, engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFQ closes to improve or clarify any response.

1.13

Notification

CAFRAL will notify all short-listed Respondents in writing or by mail as soon as practicable about the outcome of their RFQ. CAFRAL is not obliged to provide any reasons for any such acceptance or rejection.

2. RFQ Response

2.1 RFQ Closing Date

RFQ Response should be received by CAFRAL not later than the time mentioned in 'Critical Information' section above, at the defined address of CAFRAL Office premises.

2.2 RFQ Validity Period

The Bids must remain valid and open for Evaluation according to the terms for a period of **three (3) months** from the last date of the submission of Bids as per sr. no. 7 of "Critical information"

2.3 Late RFQ Policy

Responses received after the due date / time would be considered late and may not be accepted or opened. Late received Bids shall be returned un-opened **within 02 weeks from the Bid submission date.**

2.4 Receiving of RFQ Response

Receiving of RFQ response will be recorded by CAFRAL in a 'Tender Receiving Register' kept for the purpose of receiving the RFQ response. The submission of the response should be in the format outlined in this RFQ and should be submitted preferably through hand delivery. If the submission to this RFQ does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFQ is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of CAFRAL. The Recipient shall be deemed to have licensed, and granted all rights to the CAFRAL to reproduce the whole or any portion of their submission for the purpose of Evaluation and to disclose and/or use the contents of the submission as the basis for any resulting RFQ process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

2.5 Requests For Information

1. Recipients are required to direct all communications for any clarification related to this RFQ, to the designated CAFRAL officials and must communicate the same in writing by the time mentioned in 'Critical Information' section above. No query / clarification would be entertained over phone.
2. All queries relating to the RFQ, Technical or otherwise, must be in writing only and may be sent via email. The CAFRAL will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified. However, the CAFRAL will not answer any communication reaching later than the time stipulated for the purpose.
3. The CAFRAL may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFQ closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.

4. The CAFRAL may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFQ closes to clarify any response.

2.6 Pre-Bid Meeting

1. The CAFRAL shall hold a Pre-Bid meeting on the date and time mentioned in 'Critical Information' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFQ being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the Pre-Bid meeting.
2. It would be the responsibility of the Bidders to be present at the venue of the meeting.
3. Clarification sought by Bidder should be made in writing (Letter/E-mail, etc.) and submitted on or before the date as indicated in the 'Critical Information Section'. CAFRAL has discretion to consider any other queries raised by the Bidder's representative during the Pre-Bid meeting.
4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the CAFRAL, together with amendment to the Bidding Document (BD), if any, will be posted on the CAFRAL (www.cafral.org.in) website within three working days of the Pre-Bid meeting. It would be the responsibility of the Bidder to check the websites before final submission of Bids.
5. If CAFRAL, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then CAFRAL reserves the right to communicate such response to all Respondents.

2.7 Disqualification

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

2.8 Selection Process

Successful Bidder will be selected through Two Bids Evaluation process:

[A]. Technical Evaluation (Part – I) **[B].** Commercial Evaluation (Part II).

- | Envelope # | Bid Contents | No. of Copies | Label of Envelope |
|------------|---|---|--|
| I | Technical Bid

I. Technical Bid – Bid Covering letter as per format prescribed in Annexure-I

II. General Information about the Bidder as per format prescribed in Annexure-II

III. Response to Technical Bid Criteria as per format prescribed in Annexure-III

IV. Declaration regarding clean track record, as per format prescribed in Annexure-IV

V. Conformity of Hardcopies Annexure - V
VI. Letter of competence as per format prescribed in Annexure-VI
VII. Letter of Conformity as per format prescribed in Annexure-VII | Hardcopy – 2
A CD
Containing

Soft copy | <u>“Technical Bid”</u>

Website Hosting Services with Disaster Recovery (DR) |
| II | Commercial Bid

i. Commercial Bid Covering letter as per format prescribed in Annexure-VIII
ii. Non-Disclosure Agreement as per format prescribed in Annexure-IX
iii. Response to Commercial Bid as per format prescribed in Annexure-X | Hardcopy – 1 | <u>“Commercial Bid”</u>

Website Hosting Services |

- Centre for Advanced Financial Research and Learning (CAFRAL) | 10

2.10 Important

Bidders must take the following points into consideration during preparation and submission of Bids.

1. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the Respondent.
2. Faxed copies of any submission are not acceptable and will be rejected by the CAFRAL.
3. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
4. If the Bids do not contain all the information required or is incomplete, the Quotation is liable to be rejected.
5. The RFQ is floated on CAFRAL website <https://www.cafral.org.in> CAFRAL reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RFQ will be posted on CAFRAL website. Bidders must closely watch on CAFRAL website during the intervening period before submitting response to RFQ.
6. The Bidder cannot quote for the project in part.
7. Each Bidder shall submit only one Quotation.

3. Background

3.1 Introduction

The CAFRAL is an independent body set up by the Reserve Bank of India (RBI) in the backdrop of India's evolving role in the global economy, in the financial services sector and its position in various international fora, and to develop into a world class global institution for research and learning in banking and finance.

For further details on CAFRAL, please visit its website: www.cafral.org.in

3.2 Objective

CAFRAL intends to select competent Bidder / SP for hosting of it's websites on a dedicated server.

The selected Bidder will be entrusted with end-to-end responsibility of hosting of websites for the period initially for three (03) years, further extendable to two years. Order will be placed initially for one year with selected SP and the same may be renewed on yearly basis at same terms and conditions based on CAFRAL's requirement and review of satisfactory performance during past year.

CAFRAL is looking for the following services.

- a) The servers should be hosted in Tier III or above Commercial Data Center(s) located in India and owned by the SP. The Data Center should not be in Seismic Zone IV or V.
- b) Website hosting and DR service with applications using database.
- c) Comprehensive Security Services, free from attacks, 24X7 proactive monitoring and protection against hacking and cyber-crimes.
- d) Dedicated Firewall for CAFRAL domain in scope and applications etc., which is accessible through internet should support Dual Stack
- e) IPV6 Compliance Services
- g) Vendor need to provide backup service for the website.

The purpose of issuing this RFQ is to invite pre-qualification / Technical Bid (TB) and Commercial Bids (CB) from the eligible Bidders and to carry out selection of Bidder.

Detailed scope of RFQ is being mentioned below:

3.4 Scope of Work

Scope of Work		
Website Hosting: Provides the Website hosting services on Dedicated Server as detailed below:		
Website name	Hardware Requirement	Software Requirement
www.cafral.org.in Primary Site	<ol style="list-style-type: none"> 1. RAM - 64GB 2. 1 CPU – 8 Core 3. Bandwidth: 1000 GB/month 4. Dedicated IP: 2 5. 4 SSD 512 GB with Raid 1 configuration. Storage size approx. 1 TB. 6. Dedicated Firewall 7. Managed Service (Server should be Brand new) 	<ol style="list-style-type: none"> 1. Database – Microsoft SQL standard Ver. 2019 2. Operating System – Microsoft Windows server 2019 with latest Service Pack/release 3. Platform – ASPX Dot Net 4. Webserver : IIS 5. Managed Service
www.cafral.org.in DR Site	<ol style="list-style-type: none"> 1. RAM - 64GB 2. 1 CPU – 8 Core 3. Bandwidth: 1000 GB/month 4. Dedicated IP: 2 5. 4 SSD 512 GB with Raid 1 configuration. Storage size approx. 1 TB. 6. Dedicated Firewall 7. Managed Service (Server should be Brand new) 	<ol style="list-style-type: none"> 1. Database – Microsoft SQL standard Ver. 2019 2. Operating System – Microsoft Windows server 2019 with latest Service Pack/release 3. Platform – ASPX Dot Net 4. Webserver : IIS 5. Managed Services
Backup solution Shared storage 1TB		
Firewall activity report needs to be submitted on monthly basis.		
Flexibility in allocation of additional resources viz. RAM, CPU, Storage space to website on demand basis as per contracted rates. Based on requirement, the additional resources may also be down-graded on demand basis.		
Procurement, Implementation, upgrade and renewal of SSL certificate on CAFRAL domain.		
DNS Zone Services: Addition / Deletion of records, whenever asked for by CAFRAL.		
Necessary secured access to the website to carry out changes / modifications and copy / upload files as and when required.		

Routine: daily backup for website files; Twice daily: database backups. SP need to provide complete backup of the website at every month end.
In case of hacking, defacing or untoward incidents, above mentioned timelines would not be applicable. SP needs to resolve the issue on SOS basis and support should be available 24*7 during such type of events.
24/7 uptime monitoring with 99.5% uptime and availability SLA on a monthly basis. To submit uptime / downtime report on monthly basis along with invoice. In case of non-availability of website for more than 4 hours due to any unforeseen reason, the SP will be required to make website available from a DR location till restoration of services from primary site. Recovery Point Objective (RPO) and Recovery Time Objective (RTO) should not be more than 4Hrs.
Dedicated firewall supporting dual stack (IPv4 & IPv6) & intrusion prevention systems to prevent unauthorized access to data.
Anti-virus software protection.
Network Attack Monitoring Tools generating periodic reports for 24*7 monitoring of website attacks. Detail Analysis report of attacks and suggestions on plugging the security holes and reducing network attacks. Such reports should be submitted on monthly basis and as and when asked by CAFRAL. This service would include the following: <ul style="list-style-type: none"> • Reactive event management • Quarterly security audit • Global security feed (advanced) • Detection engine customization • Correlation engine customization • Advisory services • Analysis and reporting
Website Statistics: The vendor should provide downloadable on-line usage statistics for the website.
Web Analytical Tool: To provide analytical reports on website traffic / usage viz. no. of hits per day/week/month, cumulative hits, top viewed pages, etc. and to assess and improve effectiveness of the website.

Vendor to provide a call logging & monitoring mechanism (preferably web based solution supported with e-mail / telephone calls) for managing all tasks related to the website and other tasks related to the website hosting and security incidences. CAFRAL should be able to raise trouble tickets on its own and should be able to monitor the progress made to troubleshoot the same by the SP.

3.5 Shifting From Existing Facility

It may be required to shift the website from existing facility to the facility of selected Bidder and make it live by **April 30, 2020**. Accordingly, the contract period will be from **May 1, 2020**. The selected Bidder would be required to make available required infrastructure as per scope in all respects within two weeks from the date of the order by CAFRAL for shifting of websites from existing facility. The selected Bidder will dedicate a single point of contact and coordinate with CAFRAL for smooth shifting of websites.

3.6 Liquidated Damages

3.6.1 Liquidated damages for downtime

Bidder should give uptime and availability guarantee of 99.5% on monthly basis. In case the website/ server availability and uptime falls below the guaranteed level, CAFRAL will impose a penalty at the rate of 1% on monthly website hosting charges for every additional 1% downtime subject to a maximum of 10% of the value of the monthly charges. The downtime will be calculated on the monthly basis. The Bidder will be required to provide monthly downtime reports along with invoice.

3.6.2 Liquidated Damages For Delay In Providing Infrastructure

If the selected Bidder fails to make available required infrastructure as per scope in all respects within 15 days from date of purchase order, the CAFRAL without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 1% of the total consideration amount for each week of delay or part thereof, subject to a maximum limit of 5% of the total contract price. Such penalty will be deducted from the bills of the Service Provider (SP). In case the delay exceeds 4 (four) weeks, CAFRAL will be at liberty to cancel the purchase order.

3.7 Backend Technical Support / Tower Matrix

Bidder should have Strong Offsite / Backend Technical support mechanism. Successful Bidder is required to submit the Backend Technical Support matrix (from level1 to level3) with name, designation, mail ID, telephone no, mobile no. etc.

4. Evaluation Methodology

4.1 Objective

The objective of this Evaluation methodology is to facilitate the selection of one SP fulfilling selection criteria and providing professional services at optimal cost.

4.2 Evaluation Process

1. The CAFRAL has adopted a Two (2) Bid processes in which the Bidder has to submit following Bids in separate envelopes at the time of submission of Bids as stipulated in this document called Bidding Documents (BD).
 2. Technical BID (TB)
 3. Commercial BID (CB)
 4. The CAFRAL shall separately evaluate both the responses submitted against 'TB' and 'CBs'. **The final selection will be done based on the Technical and Commercial Evaluation of Bidders.**
 5. The Evaluation by the CAFRAL will be undertaken by a Committee of Officials or/and representatives formed by the CAFRAL and its decision will be final.
 6. During Evaluation of Bids, the CAFRAL, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Fax/e-Mail), and it should be submitted within the time stipulated by CAFRAL. No change in the price of substance of the Bids shall be sought, offered or permitted.
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4.3 Preliminary Examinations

1. The CAFRAL will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the Bids are generally in order.
2. The CAFRAL may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
3. Prior to the detailed Evaluation, the CAFRAL will determine the substantial responsiveness of each Bid to the BD. For the purpose of this clause, a substantially responsive Bid is one, which conforms to all the essential and mandatory

requirements and / or contains reservations with regard to the critical and essential terms and conditions of the BD without material deviations.

4. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc. will be deemed to be a material deviation.
5. The CAFRAL's determination of a Bid's responsiveness is to be primarily based on the contents of the Bid itself. The CAFRAL would also evaluate the Bids on technical and functional parameters including possible visit to inspect live site(s) of the Bidder, witness demos and Bidders presentations, verify functionalities / response times etc.
6. If a Bid is not substantially responsive, it will be rejected by the CAFRAL. The Bids cannot be subsequently made responsive by the Bidder by corrections of the contents of the Bid.
7. The Bidder is expected to peruse and understand all instructions, forms, terms and specification in the BD. Failure to furnish all information required by the BD or to submit a Bid not substantially responsive to the BD in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
8. The Bidder should satisfy the pre-qualification criteria as specified in the tender.

4.4 Evaluation of Technical Bid (TB)

The Quotation should adhere to the following TB Criteria. Quotations not complying with the 'below criteria' are liable to be rejected and will not be considered for further evaluation.

S.N.	Criteria	Documents to be submitted as a proof
1.	The Bidder should be an incorporated/ registered company/ firm/ LLP	<ul style="list-style-type: none"> Partnership firm: Certified copy of Partnership Deed.
	under Indian Laws or /and an autonomous Institution promoted/proved by GOI/RBI.	<ul style="list-style-type: none"> Limited Company: Certified copy of Certificate of Incorporation / Certificate of Commencement of Business. Reference of Act/Notification
2.	The Bidder should have experience of Website Hosting at it's own Data Centres (DC) in India for last 5 (five) years as on 31- December-2019. At least two clients should be from BFSI sector.	Copy of work order / agreement along with certificate from customers towards hosting of website in India. Multiple work orders / agreements copies may be submitted to showcase the experience covering the period of last five years.

3.	The Bidder should have earned net profit [i.e. no Net loss] in two (2) years out of last five (5) years.	Statutory auditor certificate and copies of last three years' Profit and Loss Statement and Balance Sheet
4.	The Bidder should have an office registered in India.	Self declaration with address and contact details on letter-head signed by authorized signatory of the Bidder
5.	Bidder should not have been blacklisted by any government agency/ quasi government agency/ PSU/ BFSI organization as on the date of submission of Bid.	Letter of undertaking to this effect on company's letter-head signed by authorized signatory of the Bidder
6.	The Bidder should have ISO 27001 certifications for their DC	Copy of certificate, valid as on the date of Bid submission. Please also submit an undertaking on company's letterhead stating continuity of the certification for the project period.
7.	The Bidder should have been operating Tier III or above Commercial DC for a minimum period of five (5) years as on 31-December-2019 in India.	Certification as defined by Uptime Institute or similar certifications from similar institutions for the DC OR certification from auditors may be provided.
8.	The servers on which website is to be hosted in DC located in India. Also, the DC should not be located in Seismic Zone IV or V.	Self-declaration on company's letter-head duly signed by authorized signatory of the Bidder, mentioning the DC location address along with contact details.

Note: *The references of the customers must be submitted with official contact details for verification. References which cannot be verified with provided contact details may not be considered as valid evidences.*

BFSI: *Scheduled Commercial banks in public or private sector / Payments Banks / Small Finance Banks / All India FIs / Insurance Companies / Regulatory bodies dealing with any financial matter in India will be considered under BFSI.*

The Bidder is required to submit list of projects / references in the following format supported by any of the following documents as evidences of having relevant experience:

1. Copy of Work Order / Agreement.
2. Relevant credential letters, supporting the claim, from the respective organization along with contact details of the organization.

Sr. No.	Client Name and Location	Website URL	Project Start Date	Project End Date	Scope / Description of the Project	Contact details of Client (Person name, designation, phone, mobile,
1.						
2.						
3.						

As part of Evaluation, the CAFRAL may contact the client references to get feedback about the credentials submitted by the Bidder. The CAFRAL at its discretion may not consider those projects / references for scoring, if in the CAFRAL's opinion it is not relevant or meet corresponding criteria or in case the responses received from the customer contacts are negative.

Bids submitted by all the Bidders would be evaluated, among others, with reference to details mentioned in the 'TB' evaluation section. Bids not complying with the minimum indicated in the said section TB criteria are liable to be disqualified/rejected and will not be considered for further Evaluation. CAFRAL reserves the right to cancel the Bid / call for clarifications in this regard. Bidders must submit the proof of all the credentials as required for Evaluation of TB. Claims of the Bidders without verifiable facts won't be considered as credentials towards satisfying criteria. TB evaluation will be done at following three stages:

1. Rejection or acceptance of this bids with reference to minimum eligibility criteria.
2. Assessing minimum score in terms of minimum eligibility.
3. Additional evaluation and scoring based on higher level of performance/track record

4.5 Evaluation of Commercial Bid (CB)

1. In this phase, the CBs of the Bidders, who have been short-listed after TB Evaluation, will be taken for CB Evaluation. CB of such Bidders who do not qualify the minimum criteria indicated in the TB Evaluation section will not be taken up for evaluation..
2. The date for opening of CBs will be separately advised.
3. Contract will be awarded to the Bidder based on Evaluation of both TB and CB.
4. Yearly Cost of Service Categories as given in scope of work would be taken as Total Project Cost (TPC).
6. Purchase Order/Work Order would be placed for Total Project Cost (TPC)

4.6 Final Selection of the Eligible Bidder

The vendor with the highest score derived from both TB evaluation and CB evaluation TPC as calculated as per “RFQ Section 4.4 and 4.5 Evaluations of TB and CB”, will be selected subject to compliance with the terms and conditions defined in this RFQ document including participating in discussion prior to finalizing contract.

5. Terms and Conditions

5.1 General

1. The Bidders are expected to examine all instructions, forms, terms and specifications in the BDs. Failure to furnish all information required by the BDs may result in the rejection of its Bid and will be at the Bidder's own risk.
2. Information provided in this RFQ is organized in several sections to bring clarity and help the Bidder to understand quickly. However, Bidder must take into consideration each and every line of this RFQ document as a whole while responding. Bidder must get the doubts, if any, clarified by CAFRAL before submitting the responses. The Bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the selected Bidder to deliver each and everything as per the scope of the project during the contracted period. CAFRAL shall not be responsible in case of Bidder's failure to notice any information, any requirement is underestimated, not understood or any requirement is not interpreted in right direction during preparation/submitting the response.
3. Unless expressly overridden by the specific agreement to be entered into between the CAFRAL and the successful Bidder, the RFQ shall be the governing document for arrangement between the CAFRAL and the Bidders.
4. CAFRAL shall be under no obligation to accept the lowest or any other offer received in response to this RFQ and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. CAFRAL reserves the right to make any changes in the terms and conditions of purchase. CAFRAL will not be obliged to meet and have discussions with any Bidder, and / or to respond to any representations.
5. CAFRAL reserves the right to extend the dates for submission of responses to this document with intimation on the CAFRAL's website.

6. Unless agreed to specifically by the CAFRAL in writing for any changes to the RFQ issued, the Bidders' responses would not be incorporated automatically in the RFQ document.
7. CAFRAL reserves the right to change the required specifications and ask for the revised Bids or cancel the process without assigning any reasons.
8. The scope of the Quotation shall be on the basis of single point responsibility, completely covering the products and services specified under this RFQ, on end-to-end solution basis.
9. Successful Bidder who is awarded the contract must be ready to accept the extension of the contract by a further period of maximum twelve (12) months on the same terms and conditions, if so desired by CAFRAL.
10. The Successful Bidder who is awarded the contract shall promptly notify CAFRAL of any event or conditions, which might delay the completion of implementation work in accordance with the approved schedule and the steps being taken for remedy such a situation.

5.2 Definitions

In this Contract, the following terms shall be interpreted as indicated:

1. "The CAFRAL" Centre for Advanced Financial Research and Learning;
2. "The Contract" means the agreement entered into between the CAFRAL after the acceptance of the Bid, represented by its office and the Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
3. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
4. "TCC" means the Terms and Conditions of Contract contained in this section;
5. "The Bidder" or "the Vendor" or "SP" means the firm supplying or intending to supply the Services under this Contract;

5.3 Clarification of Bids

1. The Bidder or its official representative is invited to attend Pre-Bid (date and venue mentioned in Bid Information Sheet) It would be the responsibility of the Bidders representatives to be present at the venue of the meeting.
2. Clarification sought by Bidder should be made in writing (Letter/E-mail/FAX etc) and submitted at least one day prior to the date of Pre-Bid meeting. CAFRAL has discretion to consider any other queries raised by the Bidder's representative during the Pre-Bid meeting.
3. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the CAFRAL, together with amendment to the BD, if any, will be posted on the website. No individual clarifications will be sent to the Bidders. It would be responsibility of the Bidder to check the website before final submission of Bids.
4. During Evaluation of Bids, the CAFRAL, at its discretion, may ask the Bidders for clarifications of their Bids. The request for clarification and the response shall be in writing (Fax/e-Mail/letter), and no change in the price of substance of the Bid shall be sought, offered or permitted.
5. Bidder to quote for entire package on a single responsibility basis for the services it proposes to offer under the contract.

5.4 Amendment to the Bidding Document (BD)

1. At any time prior to the deadline for submission of Bids, CAFRAL may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder(s), modify the RFQ/BD by amendment and same will be placed on the CAFRAL's website for information of all prospective Bidders.
2. The amendment will be posted on CAFRAL's website <https://www.cafral.org.in/>.
3. All Bidders must ensure that such clarifications have been considered by them before submitting the Bid. CAFRAL will not have any responsibility in case some omission is done by any Bidder.
4. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the CAFRAL, at its discretion, may extend the deadline for the submission of Bids.

5.5 Language of Bid

The Bid prepared by the Bidders as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the CAFRAL and supporting documents and printed literature shall be written in English.

5.6 Rules For Responding To The RFQ

1. The responses to the RFQ would be deemed to be legal documents and will form part of the final contract. Bidders are required to attach a 'Letter of competence' from an authorized signatory attesting their competence and the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected. Format of letter is given in Annexure-VI.
2. Bidders shall have the opportunity to clarify doubts pertaining to the RFQ in order to clarify any issues they may have prior to finalizing their responses. All questions are to be submitted to the contact details mentioned, and should be received by the point of contact not later than the date mentioned in 'Critical Information' of this RFQ document. Responses to inquiries and any other corrections and amendment will be made available on CAFRAL's website. The Bidder, which posed the question, will remain anonymous.
3. Any part of the response either TB or CB, submitted by the Bidder cannot be withdrawn / modified after the last date for submission of the Bids unless otherwise asked by the CAFRAL.
4. CAFRAL reserves the right to call for any additional information and also reserves the right to reject the Quotation of any Bidder if in the opinion of CAFRAL, the information furnished is incomplete or the Bidder does not qualify for the contract.
5. The Bids will have to be signed on all pages of the Bid by the authorised signatory. Unsigned Bids would be treated as incomplete and would be rejected.
6. The Bidder must submit the response exactly in the formats mentioned in this RFQ and same should be to the point. It must not provide any irrelevant / additional information. All the credentials, claimed in the response, must be accompanied with necessary proof. CAFRAL would be at discretion to reject the response of the Bidder in case any part or whole of the response document is found to be partially or fully incomplete or confusing or misleading or having irrelevant / additional information.

7. By submitting a Bid, the Bidder agrees to promptly contract with CAFRAL for the work is awarded to the Bidder, as per scope of RFQ. Failure on the part of the awarded Bidder to execute a valid contract with CAFRAL within stipulated time will relieve CAFRAL of any obligation to the Bidder, and a different Bidder may be selected.
8. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by CAFRAL.
9. Responses received after the due date / time would be considered late and shall not be accepted or opened. Late received Bids shall be returned un-opened within 02 weeks from the Bid submission date.
10. CAFRAL would not assume any expenses incurred by the Bidder in preparation of the response to this RFQ and also would not return the Bid to the Bidder.
11. CAFRAL shall not be liable for costs incurred during any discussion on Quotations or proposed contracts or for any work performed in connection therewith.
12. Responses received become the property of CAFRAL and cannot be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.
13. The Bidders shall adhere to the terms of this RFQ document and shall not deviate from the same. If the Bidders have absolutely genuine issues only then should they provide their nature of non-compliance to the same in the format provided separately with this RFQ. The CAFRAL reserves its right to not accept such deviations to the Tender terms, in its sole and absolute discretion, and shall not be obliged to furnish any reason for exercising such right.

5.7 Period of Validity of Bids

1. Prices and other terms offered by Bidders must be firm for an acceptance period of Three (3) months from last date for submission of Bids as mentioned in 'Critical information' sheet.
 2. In exceptional circumstances the CAFRAL may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.
 3. CAFRAL, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.
-

5.8 Deadline For Submission of Bids

1. The Bids must be received by the CAFRAL at the specified address not later than date/time mentioned in 'Critical Information', given in the beginning of this document.
2. In the event of the specified date for the submission of Bids, being declared a holiday for the CAFRAL, the Bids will be received up to the appointed time on the next working day.
3. The CAFRAL may, at its discretion, extend the deadline for submission of Bids by amending the BDs, in which case, all rights and obligations of the CAFRAL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

5.9 Late Bids

Any Bid received by the CAFRAL after the deadline for submission of Bids prescribed by the CAFRAL will be rejected and returned unopened to the Bidder.

5.10 Modification And/ Or Withdrawal of Bids

1. The Bidder may modify or withdraw its Bid after the submission of Bid, provided that written notice of the modification including substitution or withdrawal of the Bids is received by the CAFRAL, prior to the deadline prescribed for submission of Bids.
2. The Bid modification or withdrawal notice must be on Bidder's letterhead, signed by authorized signatory and sealed. A withdrawal notice may also be sent by Fax/email and followed by a signed confirmation copy received by the CAFRAL not later than the deadline for submission of Bids.
3. No Bid may be modified or withdrawn after the deadline for submission of Bids.
4. CAFRAL has the right to reject any or all Bids received without assigning any reason whatsoever. CAFRAL shall not be responsible for non-receipt / non-delivery of the Bid documents due to any reason whatsoever.

5.11 Opening of Bids By The CAFRAL

1. Bids, except CBs, received within stipulated time, shall be opened as Per schedule given in the 'Critical information' sheet.
2. On the scheduled date and time, Bids will be opened by the CAFRAL Committee in presence of Bidders' representatives. It is the responsibility of the Bidders' representative to be present at the time, on the date and at the place specified in the tender document. The Bidders' representatives who are present shall sign the required documents evidencing their attendance and opening of Bids in their presence.
3. If any of the Bidders or all Bidders who have submitted the tender and are not present during the specified date and time of opening, CAFRAL at its discretion will proceed further with opening of the TBs in their absence.

4. Bids that are not opened at Bid opening shall not be considered for further Evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.

5.12 Preliminary Examinations

1. The CAFRAL will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the Bids are generally in order.
2. The CAFRAL may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
3. Prior to the detailed Evaluation, the CAFRAL will determine the substantial responsiveness of each Bid to the BD. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the BD without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. The CAFRAL's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
4. If a Bid is not substantially responsive, it will be rejected by the CAFRAL and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
5. The Bidder is expected to examine all instructions, forms, terms and specification in the BD. Failure to furnish all information required by the BD or to submit a Bid not substantially responsive to the BD in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

5.13 Use of Contract Documents and Information

1. The Bidder shall not, without the CAFRAL's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the CAFRAL in connection with, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
2. The Bidder will treat as confidential all data and information about the CAFRAL, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the CAFRAL.

5.14 Rules for Evaluation of Responses

1. All the responsive Bids will be evaluated as per the procedure detailed in **Chapter-4- Evaluation Methodology**.
2. All the documentary proofs are to be submitted along with the Bid in this regard.
3. To assist in the scrutiny, evaluation and comparison of responses/offers, CAFRAL may, at its discretion, ask some or all Bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing. CAFRAL has the right to disqualify the Bidder whose clarification is not received by CAFRAL within the stipulated time or is found not suitable to the proposed project.
4. CAFRAL may appoint the services of an external consultant for Evaluation of the Bid Quotation.
5. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents because of any non-disclosure agreement with its other customer or any other reason whatsoever. CAFRAL would not consider any statement as a credential if same cannot be verified as per its requirement for Evaluation.
6. CAFRAL may at its absolute discretion exclude or reject any Bid that in the reasonable opinion of CAFRAL contains any false or misleading claims or statements. CAFRAL shall not be liable to any person for excluding or rejecting any such Bid.
7. CAFRAL may waive any minor infirmity or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any Bidder.
8. CAFRAL reserves the right to reject any Bid in case same is found incomplete or not submitted in the specified format given in this RFQ document. CAFRAL would not give any clarification/explanation to the concerned Bidder in case of such rejection.
9. CAFRAL reserves the right to modify the Evaluation process at any time during the Tender process (before submission of Technical and Commercial responses by the prospective Bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.
10. CAFRAL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the best Bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. However, CAFRAL shall not be bound to accept the best Bid or any Bid and reserves the right to accept any Bid, either wholly or in part, as it may deem fit.

5.15 Contacting the CAFRAL

1. After opening of Bid to the time a communication in writing about its qualification or otherwise received from the CAFRAL, Bidder shall NOT contact the CAFRAL on any matter relating to its Bid.
2. Any effort by the Bidder to influence the CAFRAL in its decisions on Bid Evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

5.16 Award of Contract

1. The CAFRAL will award the contract to the successful Bidder, out of the Bidders who have responded to CAFRAL's tender as referred above, who has been determined as the potentially best Bidder in terms of its capacity to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive.
2. Initially the order will be placed for Website Hosting Services only. Optional Features would be taken-up as and when required by CAFRAL.

5.17 Conditional Bids

Conditional Bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained from the CAFRAL before submission of Bids.

5.18 Commercial Bid (CB)

1. **Currency** – The Bidder is required to quote in Indian Rupees ('INR' / '₹'). Bids in currencies other than INR may not be considered.
2. **Tax & Octroi** -The prices quoted would include all costs such as GST, transportation, out of pocket expenses, lodging and boarding expenses, service tax, Education cess, Octroi etc., that need to be incurred (at current rate). No additional cost whatsoever would be paid.
3. **Validity of Bids** - The prices and other terms offered by Bidders must be firm for an acceptance period of six (6) months from date of opening of the CBs.
4. While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of CB shall be borne by CAFRAL, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to CAFRAL in its favour. This will remain applicable throughout the contract period.
5. It would be Bidder's responsibility to identify and factor cost of each and every Commercial item mentioned in this RFQ document during submission of CBs. In case of any such item is left out and noticed after completion of Commercial Evaluation, the selected Bidder (SP) has to provide the services at

its own cost. However, if anything is missed out by CAFRAL in the RFQ document, CAFRAL would bear the additional expenditure to avail the services at the rate mentioned in the CBs of the SP for similar such item.

6. The CB should be strictly as per format mentioned in the RFQ. Consideration of CBs, not submitted as per requisite format, will be at the discretion of the CAFRAL.

5.19 No Commitment to Accept Lowest or Any Offer

1. The CAFRAL reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
2. The CAFRAL will not be obliged to meet and have discussions with any Bidder and/or to entertain any representations in this regard.
3. The Bids received and accepted will be evaluated by the CAFRAL to ascertain the best Bid in the interest of the CAFRAL. However, the CAFRAL does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the order without assigning any reasons whatsoever. The CAFRAL reserves the right to re-tender.

5.20 Acceptance of The Services

1. The project would commence two week prior to the actual project start date (tentatively from third week of **April 2020**), as a part of infrastructure planning, acquisition, handing over and taking over activity by the vendor with our existing SP. Successful Bidder / SP will be required to prepare necessary infrastructure within 2 weeks from date of purchase order and make it available to CAFRAL authorised SP for implementation of websites.
2. The services will be accepted once all the requisite services /deliveries have been commenced as per scope to the satisfaction of CAFRAL. SP must obtain the signature of acceptance from CAFRAL at appropriate time.

5.21 Payment Terms

1. Payment Terms – Payment would be settled **quarterly**, at the end of Quarter, against the delivery of the Services during the corresponding period. Liquidated Damages (LD) calculation would be on monthly basis. The SP will be required to provide monthly downtime reports along with invoice.

2. Payments

- a. Invoices should be submitted in accordance with the specific instructions provided below.

- b. Subject to CAFRAL being satisfied that the SP are or have been carrying out their duties, obligations and responsibilities under the assignment, sums duly approved shall be paid within 30 days of receipt of a valid invoice along with supporting documents. LD and TDS will be deducted as applicable.
- c. If for any reason CAFRAL is dissatisfied with performance of the Contract, an appropriate sum may be withheld from any payment otherwise due. In such an event CAFRAL shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.
- d. Should CAFRAL determine after paying for a particular service that the service has not been completed satisfactorily, CAFRAL may recover, or withhold from further payments, an amount not exceeding that previously charged for that service until the unsatisfactory service is remedied to its satisfaction.

3. Payment in case of termination of assignment – In case the engagement is terminated payment will be made as follows:

- Payment towards services will be made on pro rata basis, for the services, which have been completed & accepted by CAFRAL, after deducting applicable LD and TDS/other taxes.
- CAFRAL will continue to own the deliverable submitted by SP and reserve the right to appoint any third-party.

4. At the end of the contract period or in the event of termination / cancellation of agreement, the vendor will assist in smooth migration of the website from their servers to that of a new vendor.

5.22 Addition / Deletion of Qualified Offerings

The intent of this Tender is to establish an initial set of service offerings. The CAFRAL recognizes that, as the use of these services expands, it is possible that additional services and / or service categories will be needed. Accordingly, the CAFRAL may request / demand for additional services. For this purpose, a Change Order (CO) Procedure will be followed. CAFRAL may request a CO in the event of actual or anticipated change(s) to the agreed scope of work, services, deliverables and schedules. The Bidder will have to prepare a CO reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The SP will be liable to carry out such services as required by the CAFRAL at mutually agreed terms and conditions.

5.23 Liquidated Damages (LD) For Default In Services

LD clause is defined for different purposes. All of them are independent of each other and several and cumulative and not exclusive of each other.

LD charged towards shortfall in achieving Service Level Requirement during the contract period has been defined in clause – 3.6.

LD would not be applicable for delay due to reasons attributable to the CAFRAL and Force Majeure. However, it is responsibility of the SP to prove that the delay is attributed to the CAFRAL or Force Majeure.

CAFRAL reserves the right to adjust the LD, if any, against any amount payable to the Bidder.

5.24 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFQ or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFQ all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

5.25 Taxes and Duties

1. The SP shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of services at site including incidental services.
2. The SP must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with while providing services. **The SP may have to execute an indemnity bond in favour of the CAFRAL in this regard.**

3. Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the SP at their cost.
4. **Tax deduction at Source** - Wherever the laws and regulations require deduction of such taxes at the source of payment, the CAFRAL shall effect such deductions from the payment due to the SP. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the CAFRAL as per the laws and regulations in force. Nothing in the Contract shall relieve the SP from his responsibility to pay any tax that may be levied in India on income and profits made by the SP in respect of this contract.
5. While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of CB shall be borne by CAFRAL, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to CAFRAL in its favour. This will remain applicable throughout the contract period.

5.26 Execution of Agreement and NDA

1. The SP should execute an agreement with the CAFRAL which will remain valid for at least 3 (three) years. The agreement would include all the terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by the CAFRAL which will include a Non-disclosure Agreement clause.
2. The agreement with Non-disclosure agreement clauses should be executed within three weeks from the date of purchase order.
3. The date of Purchase Order shall be treated as date of engagement and the timeline for completion of the assignment shall be worked out with reference to this date.

5.27 Term and Termination

1. The contract shall commence on the effective date and continue for a period of three year thereafter. If so desired by CAFRAL, contract may be extended further for 2 years on the same terms and conditions.
2. CAFRAL reserves the right to discontinue any of the services categories as given in scope of work along with optional services as mentioned in the CB for any of the CAFRAL website from the SP during the contract period. In this regard, decision of CAFRAL will be binding and final.

3. CAFRAL shall have the option to terminate the contract, in whole or in part by giving the SP at least 30 days' prior notice in writing. Without prejudice to the generality of the foregoing, the CAFRAL will be entitled to terminate the contract, if SP breaches any of its obligations set forth in this RFQ and subsequent contract and
 - a. Such breach is not cured within thirty (30) Working Days after CAFRAL gives written notice; or
 - b. If such breach is not of the type that could be cured within thirty (30) Working Days, failure by SP to provide CAFRAL, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the CAFRAL.
4. The SP shall not have any right to terminate the contract entered into subsequent to this RFQ for convenience. However, without prejudice to the generality of the foregoing, the SP will be entitled to terminate the agreement entered into subsequent to this RFQ, if:
 - a. CAFRAL materially breaches any of its obligations set forth in this Tender and subsequent Agreement; and
 - b. Such breach is not cured within thirty (30) Working Days after SP gives written notice, or
 - c. If such breach is not of the type that could be cured within thirty (30) Working Days, failure by CAFRAL to provide SP, within thirty (30) Working Days, with a reasonable plan to cure such breach.
5. This Tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:
 - a. The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
 - b. A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
 - c. The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
 - d. The other Party becomes the subject of a court order for its winding up.
6. Either Party shall have the immediate right to terminate this Tender and subsequent contract upon written notice to the other Party in the event that such other Party ceases to be in operation or ceases to do business in India.

7. Immediately upon the date of expiration or termination of the Tender and subsequent Agreement, CAFRAL shall have no further obligation to pay any fees for any periods commencing on or after such date.
8. Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, CAFRAL shall pay all the undisputed fees outstanding till the date of termination to the SP, within thirty (30) days of completion of the reverse transition period.
9. Upon the termination or expiry of this Tender and subsequent Agreement:
 - a. The rights granted to SP shall immediately terminate.
 - b. Upon CAFRAL's request, with respect to, (i) any agreements for maintenance, services or other third-party services used by SP to provide the Services; and (ii) the assignable agreements, SP shall, use its reasonable Commercial endeavours to assign such agreements to CAFRAL and its designee(s) on Commercially reasonable terms mutually acceptable to both Parties.
 - c. Upon CAFRAL's request in writing, SP will be under an obligation to transfer to CAFRAL or its designee(s) the Deliverables being used by SP to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

5.28 Subcontracting

The SP shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by the SP under the contract without the prior written consent of the CAFRAL.

5.29 Applicable Laws

The Contract shall be interpreted in accordance with the laws prevalent in India.

1. Compliance with all applicable laws: The SP shall undertake to observe, adhere to, abide by, comply with and notify the CAFRAL about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the CAFRAL and its employees/ officers/ resource/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or

arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

2. Compliance in obtaining approvals/ permissions/ licenses: The SP shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the CAFRAL and its employees/ officers/ resource/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the CAFRAL will give notice of any such claim or demand of liability within reasonable time to the SP.

5.30 No Employer-Employee Relationship

The SP during the term of the contract shall not without the express written consent of the CAFRAL, directly or indirectly

1. Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilise the services of any person who has been an employee or associate or engaged in any capacity, by the CAFRAL in rendering the services in relation to the contract; or
2. Induce any person who shall have been an employee or associate of the CAFRAL at any time to terminate his / her relationship with the CAFRAL.

5.31 Rights to Visit

1. All records of the SP with respect to any matters covered by this Tender document/ subsequent order shall be made available to CAFRAL or its designees at any time during normal business hours, as often as CAFRAL deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
2. CAFRAL reserves the right to verify, through their officials or such other persons as CAFRAL may authorise, the progress of the project at the development /customization site of the SP or where the services are being rendered by the SP.
3. The CAFRAL and its authorized representatives shall have the right to visit any of the SP's premises with prior notice to ensure that data provided by the CAFRAL is not misused. The SP will have to cooperate with the authorized representative/s of the CAFRAL and will have to provide all information/ documents required by the CAFRAL.

4. The right to visit under these clauses shall be restricted to physical files related to this arrangement. Visit shall be conducted during normal business hours and on normal working days after informing the SP in advance.

5.32 Audit

1. The vendor shall allow the CAFRAL, its authorised personnel, its auditors (internal and external), and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the SP, directly related to the services.
2. In case any of the services are further outsourced/ assigned/ subcontracted to other vendors, it will be the responsibility of the vendor to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and verification.

6. Annexures

Annexure I – Technical Bid – Covering Letter

(To be submitted on Bidders Company letter head)

Date: _____

The Director,
Centre for Advanced Financial Research
and Learning (CAFRAL),
Reserve Bank of India, C8 Building, 8th floor,
Bandra Kurla Complex (BKC),
Bandra East, Mumbai 400051

WEBSITE HOSTING SERVICES

1. We, the undersigned, offer to submit our Bid in response and accordance with your tender **CAFRAL No. 00255/10.14.001/2019-20 February 14, 2020.** Having examined the tender document including all Annexures carefully, we are hereby submitting our quotation with all the requisite documents as desired by the CAFRAL.
2. Further, we agree to abide by all the terms and conditions as mentioned herein the tender document. We agree to abide by this offer till 90 days from the date of last day for submission of offer (Bid).
3. If our offer is accepted we undertake to the project of Website Hosting Services for a period of three years starting from **May 1, 2020.**
4. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
5. We have also noted that CAFRAL reserves the right to consider/ reject any or all Bids without assigning any reason thereof.
6. We understand that the CAFRAL is not bound to accept any quotation it receives.

Yours sincerely,

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Annexure II – General Information about Bidder

CAFRAL No. 00255/10.14.001/2019-20 February 14, 2020

S.N.	Description	Bidder's response
1	Name of the Bidder company (Registered name of the Bidding Company)	
2	Details of Incorporation of the Company.	Date:
		Ref. No.:
3	Status of Company.	
	Documentary proof enclosed. (Yes/No)	
4	Website of Company	www.
5	Address of Registered Office with contact numbers.	
A	Address	
B	Pin Code	
C	Land Line No (with STD code)	
D	Fax No. (with STD code)	
6	Address for Correspondence (if different from above).	
A	Address	
B	Pin Code	
C	Land Line No (with STD code)	
D	Fax No. (with STD code)	
7	PAN No.	
	Copy of PAN enclosed. (Yes/No)	
8	GSTIN No.	
	Copy of GST enclosed. (Yes/No)	
9	Contact Details of Bidder's authorized representative to make commitments to CAFRAL.	
A	Name	
B	Designation	
C	Land Line No. (with STD code)	
D	Mobile No.	
E	Fax No. (with STD code)	

F	Mail Id	
11	Financials (for last three years)	
	Parameter	Amount in lakh
A	Annual Turnover	2016 – 2017
		2017 - 2018
		2018 - 2019
B	Net Profit	2016 - 2017
		2017 - 2018
		2018 - 2019
C	Net worth	2016 - 2017
		2017 - 2018
		2018 - 2019
D	CA certificate attached for A, B, C above.	(Yes / No)
E	1. Audited balance sheet and 2. P/L account attached.	(Yes/ No)

Annexure III – Response For Technical Bid

CAFRAL No. 00255/10.14.001/2019-20 February 14, 2020

S.N.	Pre-Qualification Criteria	Bidder Compliance (Yes / No)	Page No. of Response where proof is attached.
1.	<p>The Bidder should be a registered corporate / firm/ LLP / Govt. Institution under Indian Laws or /and an autonomous Institution approved by GOI/RBI promoted.</p> <p><u>Proof:</u></p> <ul style="list-style-type: none"> Partnership firm: Certified copy of Partnership Deed. Limited Company: Certified copy of Certificate of Incorporation / Certificate of Commencement of Business. Reference of Act/Notification 		
2.	<p>The Bidder should be carrying out Website Hosting at it's own data centres in India for last five (5) years as on 31-December-2019, out of which at least two customers should be from BFSI sector.</p> <p><u>Proof:</u></p> <p>Copy of Work order / agreement along with certificate from customers towards hosting of website in India. Multiple work orders / agreements copies may be submitted to showcase the experience covering the period of last three years.</p>		
3.	<p>The Bidder should have Net profit [i.e. no net loss] in two (2) years out of last five (5) years.</p> <p><u>Proof:</u></p> <p>Statutory auditor certificate and copies of last three years' profit and Loss statement and balance sheet</p>		
4.	<p>The Bidder should have an office registered in India.</p> <p><u>Proof:</u></p> <p>Self declaration with address and contact details on letter-head signed by authorized signatory of the Bidder</p>		

5.	<p>Bidder should not have been blacklisted by any government agency/ quasigovernment agency/ PSU/ BFSI organization as on the last date of submission of Bid.</p> <p>Proof: Letter of undertaking to this effect on company's letter-head signed by authorized signatory of the Bidder</p>		
6.	<p>The Vendor should have ISO 27001 Certifications for their data centres. Proof: Copy of certificate, valid as on the date of Bid submission.</p> <p>Please also submit an undertaking on company's letterhead stating continuity of the certification for the project period.</p>		
7.	<p>The service provider should have been operating Tier III or above Commercial Data Centres for a minimum period of five (5) years as on 31-December-2019 in India.</p> <p>Proof: Certification as defined by Uptime Institute or similar certifications from similar institutions for the DCs OR certification from auditors may be provided.</p>		
8.	<p>The servers on which website is to be hosted in DCs located in India. Also, the DC should not be located in Seismic Zone IV or V.</p> <p>Proof: Self declaration on company's letter-head duly signed by authorized signatory of the Bidder, mentioning DC location address along with contact details.</p>		

Format for Details of Website Hosting Projects:

Sr. No.	Client Name and Location	Website URL	Project Start Date	Project End Date	Scope / Description of the Project	Contact details (Person name, designation, phone, mobile, email)

Authorized Signatories

Name: _____

Designation: _____

Company Seal: _____

Note

- Bidder response should be complete with all relevant documents attached.
- Documentary proof, sealed and signed by authorized signatory, must be submitted
- Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. CAFRAL will not make any separate request for submission of such information.
- CAFRAL will contact the Bidder referenced clients for verifications of facts, the Bidder to ensure that the client is intimated. Further in case CAFRAL feels to visit the site, the Bidder to take necessary approvals for the same. CAFRAL will not make any separate request to the Bidders customers.
- Quotation of the Bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

Annexure IV – Declaration regarding Clean Track Record
(To be submitted on Bidders Company letter head)

Date: _____

To,
The Director,
Centre for Advanced Financial Research
and Learning (CAFRAL),
Reserve Bank of India, C8 Building, 8th floor,
Bandra Kurla Complex (BKC),
Bandra East, Mumbai 400051

Dear Sir,

Declaration regarding Clean Track Record

I have carefully gone through the Terms & Conditions contained in the tender **CAFRAL No. 00255/10.14.001/2019-20 February 14, 2020** regarding selection of the vendor for website Hosting Services for the period of five years.

We hereby declare that our company/firm has not been debarred/ black listed by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India during last 05 years. Our Company/firm has received following adverse communication from the client organisation in respect of our performance

1. ____ No adverse communication
2. Please insert the extract of adverse communication received.

I further certify that I am competent officer in my company to make this declaration that our Bid and its terms & conditions is binding on us and persons claiming through us and that you are not bound to accept a Bid you receive.

We further declare that we are eligible and competent as per the TB criteria given by the CAFRAL and the information submitted by the company in Annexure –III is true and correct and also able to perform this contract as per RFQ document.

Authorized Signatories

Name: _____

Designation: _____ Company Seal:

Annexure V – Conformity of Hardcopies

(To be submitted on Bidders Company letter head)

Date: _____

To,
The Director,
Centre for Advanced Financial Research
and Learning (CAFRAL),
Reserve Bank of India, C8 Building, 8th floor,
Bandra Kurla Complex (BKC),
Bandra East, Mumbai 400051

Dear Sir,

Conformity of Hardcopies

CAFRAL No. 00255/10.14.001/2019-20 February 14, 2020

We, the undersigned Bidders, having read and examined Bid along with terms & conditions the aforesaid RFQ document, issued by CAFRAL and hereinafter referred as 'CAFRAL do hereby covenant, warrant and confirm as follows.

The soft copies of the quotation submitted by us in response to the RFQ and the related addendums and other documents including the changes made to the original tender documents issued by the CAFRAL, conform to and are identical with the hard-copies of aforesaid quotation submitted by us, in all respects.

Authorized Signatories

Name: _____

Designation: _____ Company Seal:

Annexure VI – Letter of Competence

CAFRAL No. 00255/10.14.001/2019-20 February 14, 2020

(Sample Format – To be executed on a non-judicial stamped paper of Rs.100/-)

This is to certify that we [Insert name of Bidder], address.....are fully competent and eligible to undertake and successfully deliver the scope of services mentioned in the above RFQ. This recommendation is being made after fully understanding the objectives of the project and requirements of providing services as mentioned in the captioned RFQ.

We also certify that all the information given by in response to this RFQ is true and correct and also confirm that our company is eligible to perform this contract and whatever out company filed response to the Annexure –III to the response to TB criteria is true and correct.

Authorized Signatories

Name: _____

Designation: _____

Company Seal:

Annexure VII – Letter of Conformity
(To be submitted on Bidders Company letter head)

Date: _____

To
The Director,
Centre for Advanced Financial Research
and Learning (CAFRAL),
Reserve Bank of India, C8 Building, 8th floor,
Bandra Kurla Complex (BKC),
Bandra East, Mumbai 400051
Dear Sir,

Letter of Conformity

CAFRAL No. 00255/10.14.001/2019-20 February 14, 2020

We, the undersigned Bidders, having read and examined along with terms and conditions the aforesaid RFQ document on “Website Hosting Services”, issued by Centre for Advanced Financial Research and Learning and hereinafter referred as ‘CAFRAL’ do hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFQ and the related addendums and other documents including the changes made to the original tender documents issued by the CAFRAL. CAFRAL is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our quotation or any subsequent deviations sought by us, whether orally or in writing, and the CAFRAL’s decision not to accept any such extraneous conditions and deviations will be final and binding on us and persons claiming through us.

We also here by confirm that our prices as specified in our CB are as per the Payment terms specified in the Tender document.

Authorized
Signatories

Name:

Designation:

Company Seal:

Annexure VIII – Commercial Bid – Covering Letter

(To be submitted on Bidders Company letter head)

Date: _____

To

The Director,

Centre for Advanced Financial Research

and Learning (CAFRAL),

Reserve Bank of India, C8 Building, 8th floor,

Bandra Kurla Complex (BKC),

Bandra East, Mumbai 400051

Dear Sir,

Commercial Bid – Covering Letter

I, the undersigned, offer to provide services for the above-mentioned project, in accordance with your **CAFRAL No. 00255/10.14.001/2019-20 February 14, 2020** on “Website Hosting Services” and our quotation dated **[Date]**. The Total fee is inclusive of all taxes, duties, charges and levies (as applicable and payable under the local laws) and the other expenses like out-of-pocket expenses that we might incur and there will be no additional charges whatsoever. We will abide by the payment terms as mentioned in the aforesaid RFQ.

Our Commercial quotation shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the quotation, i.e., **[Insert date]**

Authorized Signatories

Name: _____

Designation: _____ Company Seal:

Annexure – IX Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED
PAPER)

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to execute “**Website Hosting Services**” as per scope defined in the Request for Quotation **CAFRAL No. 00255/10.14.001/2019-20 February 14, 2020** for Centre for Advanced Financial Research and Learning, having its registered office _____, hereinafter referred to as the CAFRAL and,

WHEREAS, the COMPANY understands that the information regarding the CAFRAL’s Infrastructure shared by the CAFRAL in their Request for Quotation is confidential and/or proprietary to the CAFRAL, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RFQ and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the CAFRAL’s properties and/or have access to certain plans, documents, approvals, data or information of the CAFRAL;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the CAFRAL to grant the COMPANY specific access to the CAFRAL’s property/information:

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the CAFRAL, unless the COMPANY has first obtained the CAFRAL’s written authorisation to do so;

The COMPANY agrees that information and other data shared by the CAFRAL or, prepared or produced by the COMPANY for the purpose of submitting the offer to the CAFRAL in response to the said RFQ, will not be disclosed to during or subsequent to submission of the offer to the CAFRAL, to anyone outside the CAFRAL;

The COMPANY shall not, without the CAFRAL's written consent, disclose the contents of this Request for Quotation (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the CAFRAL in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the CAFRAL and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Authorised Signatory

Name: Designation:

Office Seal:

Annexure X – Commercial Bid Format
CAFRAL No. 00255/10.14.001/2019-20 February 14, 2020

I. Service Categories as given in scope of work		
No.	Services	Annual Cost (in lakhs)
1	Website Hosting: www.CAFRAL.org.in Hardware Cost as per RFQ 3.4	
2	Website Hosting: www.CAFRAL.org.in Software Cost as per RFQ 3.4	
3	Backup Shared Storage (daily incremental monthly complete) 1 TB	
4	Network Security Services	
5	Bandwidth 1000GB per month	
6	Administration of Servers, Webserver, OS, Database and Network Devices (Managed Services)	
	Total	
II. Optional services		
1	Additional Monthly Data Transfer (Per GB)	
2	Additional Storage (Per GB)	
3	Additional CPU (Per core)	
4	Additional RAM (Per GB)	

Note: Bidders are requested to note the following:

- TDS will be deducted as per rules applicable.

Date
Place

Signature of Authorised Signatory ...
Name of the Authorised Signatory
... Designation ... Name of the
Organisation ... Seal

END of Document