

**NATIONAL LAW SCHOOL OF INDIA
UNIVERSITY, BENGALURU**

REQUEST FOR PROPOSAL
FOR
SELECTION OF SERVICES PROVIDER
FOR
IT INFRASTRUCTURE MANAGED SERVICES

Ref No. : NLSIU-88088/6/2021-GENL dated November, 12 2021

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1. Introduction

- I. National Law School of India University, Bengaluru (hereafter referred to as “NLSIU”) intends to select services provider for IT Infrastructure Managed Services catering to students, administrative staff, and faculty of NLSIU.
- II. NLSIU invites the eligible parties for appointment as Services (hereafter referred as “**Bidder**” or “**MSP**”) for the NLSIU and provide the comprehensive set of services as specified in the Scope of Work Section (Refer Section 4) of this RFP.
- III. Bidders are advised to study this RFP document carefully before submitting their proposals in response to this Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.
- IV. All proposals submitted in response to the RFP document must be accompanied by an **Earnest Money Deposit (EMD) of Rs.25,000/- (Rupees Twenty Five Thousand Only)** in the form of a Demand Draft in favour of Registrar, National Law School of India University, Nagarabhavi, Bengaluru, payable at Bengaluru along with the tender document. Bids submitted without adequate EMD will be liable for rejection.

2. Schedule of Bid Process

S.No.	Information	Details
1.	RFP No. and Date	NLSIU-88088/6/2021-GENL dated 12.11.2021
2.	Email ID for submission of queries for clarifications	Email: procurement@nls.ac.in
3.	Bid validity period	180 days from the last date (deadline) for submission of proposals.
4.	Last date (deadline) for submission of bids	17:00 hours on 18.11.2021
5.	Opening of Pre-Qualification Proposals	03-11-2021
6.	Opening of Technical Bids of pre-qualified bidders	6:00 hours on 20-11-2021
7.	Technical Presentation by the Bidders	22-11-2021 – Presentation timings will be shared with Bidders over email.
8.	Place, Time and Date of opening of Financial proposals received in response to the RFP notice	16:00 hours on 24-11-2021

9.	Addressee and address at which proposal in response to RFP notice is to be submitted	Finance Officer, National Law School of India University, Gnana Bharathi Main road, OPP to NAAC, Nagarbhavi, Bangalore - 560072 Email: procurement@nls.ac.in
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3. Instructions to the Bidders

3.1. General

- I. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the NLSIU on the basis of this RFP.
- II. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the NLSIU. Any notification of preferred bidder status by the NLSIU shall not give rise to any enforceable rights by the Bidder. The NLSIU may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the NLSIU.
- III. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

3.2. Compliant Proposals / Completeness of Response

- I. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- II. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - A. Include all documentation specified in this RFP;
 - B. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - C. Comply with all requirements as set out within this RFP.

3.3. Key Requirements of the Bid

3.3.1. Right to Terminate the Process

- I. NLSIU may terminate the RFP process at any time and without assigning any reason. NLSIU makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- II. This RFP does not constitute an offer by NLSIU. The bidder's participation in this process may result NLSIU selecting the bidder to engage towards execution of the contract.

3.3.2. Earnest Money Deposit (EMD)

- I. Bidders shall submit, along with their Bids, EMD of Rupees Twenty Five Thousand only, in the form of a Demand Draft issued by any Scheduled bank in favour of Registrar, National Law School of India University, Nagarabhavi, Bengaluru, payable at Bengaluru, and should be valid for 90 days months from the due date of the tender / RFP.
- II. EMD of all unsuccessful bidders would be refunded by NLSIU within 30 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee.
- III. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- IV. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- V. The EMD may be forfeited:
 - I. If a bidder withdraws its bid during the period of bid validity.
 - II. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

3.3.3. Submission of Proposals

- I. The bidders should submit their responses as per the format given in this RFP in the following manner
 - A. Pre-Qualification Proposal - (1 Original + 1 Copy) in first envelope
 - B. Technical Proposal - (1 Original + 1 Copy) in second envelope
 - C. Commercial Proposal - (1 Original + 1 Copy) in third envelope
- II. The response to Pre-Qualification Proposal, Technical Proposal and Commercial Proposal (as mentioned above) should be covered in separate sealed envelopes superscribing, "Pre-Qualification Proposal", "Technical Proposal" and "Commercial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.
- III. Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
- IV. The three envelopes containing copies of Pre-Qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single larger sealed envelope clearly marked "Response to RFP for - < RFP Reference Number> and the wordings "DO NOT OPEN BEFORE".
- V. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- VI. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- VII. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by

the bidder itself. Any such corrections must be initialled by the person (or persons) who sign(s) the proposals.

- VIII. All pages of the bid including the duplicate copies, shall be initialled and stamped by the person or persons who is authorised to sign the bid.
- IX. In case of any discrepancy observed by NLSIU in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.

3.4. Preparation and Submission of Proposal

3.4.1. Proposal Preparation Costs

- I. The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by NLSIU to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
- II. NLSIU will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.4.2. Language

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

3.4.3. Venue & Deadline for Submission of Proposals

- I. Proposals, in its complete form in all respects as specified in the RFP, must be submitted to NLSIU at the address specified in Section 2 above.

3.4.4. Late Bids

- I. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- II. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- III. NLSIU shall not be responsible for any postal delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained.
- IV. NLSIU reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

3.5. Evaluation Process

- I. NLSIU will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders

- II. The Proposal Evaluation Committee constituted by the NLSIU shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- III. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- IV. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals
- V. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- VI. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

3.5.1. Tender Opening

- I. The Proposals submitted up to 17:00 hours on 19-10-2021 will be opened at on by or any other officer authorized by NLSIU, in the presence of such of those Bidders or their representatives who may be present at the time of opening.
- II. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bona fides for attending the opening of the proposal.

3.5.2. Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

3.5.3. Tender Evaluation

- I. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:
 - A. Are not submitted in as specified in the RFP document
 - B. Are found with suppression of details
 - C. With incomplete information, subjective, conditional offers and partial offers submitted
 - D. Submitted without the documents requested in the checklist
 - E. Have non-compliance of any of the clauses stipulated in the RFP
 - F. With lesser validity period
- II. All responsive Bids will be considered for further processing as below.
 - A. NLSIU will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

4. Scope of Work

4.1. Server Support and Administration

- I. The MSP shall provide support and administration services to all physical and cloud server hardware, operating systems and other software products related to servers commissioned by the NLSIU. The cloud service providers include but not limited to Amazon Web Services, Google Cloud Project, Microsoft Azure.
- II. The MSP shall maintain a stable live environment in order to ensure seamless operations of the NLSIU.
- III. The Managed Service Provider shall perform routine administration and maintenance of the server facilities, and to this effect shall:
 - a. Monitor the server usage by various applications, websites that are hosted on it. This includes monitoring of disk usage, CPU usage, RAM usage and any other parameters pertaining to the performance.
 - b. Pro-actively inform NLSIU if the operational environment in the servers is unsuitable and action is required.
 - c. Interface with relevant NLSIU teams to help ensure that applications hosted on the servers are stable.
 - d. Maintain a log of all server accesses.
 - e. Prepare and update Standard Operating Procedures (SOPs).
- IV. The MSP shall undertake any necessary maintenance activities pertaining to the servers by informing the NLSIU in advance, particularly in cases of downtime.
- V. In cases where application usage is increasing and this warrants an upgrade of server systems, the MSP shall plan and suggest to the NLSIU on the upgrade plan and undertake them subject to necessary approvals.
- VI. The MSP shall coordinate closely with NLSIU and third parties responsible for the applications on NLSIU and provide technical guidance to NLSIU.
- VII. The MSP shall create and ensure backup and restore policies for applications hosted on NLSIU's servers.

4.2. Network, LAN and Firewall Services

- I. The MSP shall install, maintain and upgrade local network infrastructure components in line with the equipment manufacturers' guidelines and ensure that firmware and security patches are up-to-date.
- II. Network equipment components include but are not limited to, routers, firewall and load balancers, switches, hubs, modems and patch panels.
- III. Other LAN components comprise the Traffic prioritization, Network Client Services, Network Monitoring servers, software and Scripts, networking protocols, address management, name resolution services.
- IV. The MSP shall administer the cable and patch panel management and perform patching to resolve problems or reconfigure the LAN. The MSP shall make recommendations on patches released by Manufacturers.

- V. The MSP shall ensure that any maintenance action leading to a Scheduled Outage or a noticeable degradation of service is planned via the appropriate Change and Release Process in order to minimize disruption to the service.
- VI. The MSP shall manage and support a wireless LAN for visitors, staff, faculty and students at the NLSIU premises.
- VII. The MSP shall perform necessary DNS setup and configuration as and when required.
- VIII. The MSP shall allocate necessary IP addresses when necessary and maintain a register of used and available IP addresses.
- IX. The MSP shall implement access and authentication controls relating to the management and configuration of all network components of the network.
- X. The MSP shall ensure that wherever the NLSIU Network connects to other networks, the MSP shall co-ordinate with the relevant parties to ensure that appropriate security is put in place with a view to protecting the Network and its components from malicious attack and unauthorized access. The MSP shall also ensure that users on the Network are prevented from making malicious attacks on other networks and shall monitor the Network for any attempted or actual security breaches.
- XI. The MSP shall perform or assist any third parties in installation / de-installation of structured cabling system, floor outlets, data points, active equipments and its associated equipment cabinets, drop leads, patch cords, network interface cards, modems and any other network peripheral.
- XII. The MSP shall provide input into the Capacity Planning exercise to ensure that the networks are sized at the level required for the services to be provided.
- XIII. All LAN (including both fixed wired and wireless networks) design, installation and testing works supplied / managed by MSP will have to comply with international standards like IEEE, ISO, TIA/EIA.

4.3. IMAC, Desktop & Email Services

- I. The MSP in close coordination with the NLSIU's Estate Department shall be responsible for installation of user workstations along with necessary inspections pertaining to desk space, power availability and network availability.
- II. The MSP shall install necessary computer peripherals linked to workstations that include printers, hard drives, monitors among others. The MSP shall activate necessary network ports to ensure internet connectivity at each workstation. In case of laptops, MSP shall allow select IP addresses to access the internet.
- III. The MSP shall assist the NLSIU in asset management of IT assets through maintenance of an asset register which is up-to-date. The MSP in close coordination with the vendors and suppliers of IT assets shall ensure that repair, maintenance and upgrade of hardware is undertaken periodically. The MSP shall also assist in scrapping / repurchase of depreciated assets and

prepare technical specifications of IT hardware that needs to be procured on a rolling basis.

- IV. The MSP shall use a ticketing system to ensure issues and requests are addressed in a structured fashion.
- V. The MSP shall assist NLSIU in procurement, license management and installation of basic softwares like operating systems, office applications and custom applications (on a need basis) subject to approvals as per the NLSIU's internal workflows.
- VI. The MSP shall ensure that antivirus is installed and its associated databases are up-to-date in NLSIU's workstations and laptops.
- VII. The MSP shall assist the NLSIU in management of email service (physical and cloud email servers that include but not limited to GSuite, Outlook etc.). This includes management of the email servers, user and email ID creation, setting up of necessary spam filters and any other related activities.
- VIII. The MSP shall assist NLSIU in procurement, license management and provisioning of video conferencing solutions that include but not limited to Zoom, Webex, Microsoft Teams etc.
- IX. The MSP shall conduct necessary trainings, prepare and archive necessary training materials that include videos and user manuals.
- X. In addition to the above activities, based on the digital transformation requirements of NLSIU, the MSP shall explore existing available software solutions and propose suitable options.

5. Operating Hours and Deployment

- I. The operating hours for all the services mentioned in the scope of work is 24x7 for all the days in a year.
- II. The MSP shall deploy one named member of the staff full-time on all working days of NLSIU from 9:30 AM till 5:30 PM.
- III. The MSP shall support through Email and Phone on NLSIU's designated holidays and during non-working hours of regular days.

6. Contractual Term

- I. The contractual term for this engagement is for a period of One Year from the date of signing of the contract.
- II. Subject to performance and mutual understanding, the contract may be extended by two terms of one year each (1 + 1 + 1) under the same conditions and bid amounts as specified and proposed under this RFP.
- III. The Bidder shall name a minimum of 2 personnel who will be deployed to NLSIU. It is mandatory to provide the CVs of the named personnel. The Bidder is encouraged to name all other personnel who shall provide management oversight to the engagement. The exact deployment plan of all the personnel shall be provided as per Annexure I.

- IV. The Bidder shall not replace the named personnel unless the replacement is due to unforeseen circumstances that include but not limited to separation of the employee from the Bidder firm.

7. Tender Opening Process

- I. The University will first open the Pre-Qualification Proposal covers of all the bidders received (except those received late or withdrawn),.
- II. The Pre-Qualification Proposals will be evaluated by the Proposal Evaluation Committee and only those bidders who meet the requirements will be eligible for next set of evaluations.
- III. The University will notify the bidders whether or not they have met the Pre-qualification criteria within one day of opening of the Pre-Qualification Proposals. The Technical Proposal and Commercial Proposal covers of Bidders who do not meet the Pre-Qualification criteria will be returned without opening.
- IV. The Technical Proposal covers of the qualified bidders will be opened by the University at the appointed date and time, in the presence of the bidders or their representatives. The covers shall be opened and submissions therein read out in appropriate detail.
- V. After the initial scrutiny of the technical bid, a technical interview shall be scheduled and interview timings will be intimated to the successful Bidders. The named personnel shall mandatorily be present for the technical interview.
- VI. The Proposal Evaluation Committee shall, on the basis of the Technical Proposal and the interviews, evaluate the qualified bidders and assign a technical score for each qualified bidder, calculated as per the criteria detailed in Section 8.2 below. All the bidders who achieve at least 50 marks in the technical evaluation would be eligible for the next stage, i.e. Commercial Proposal cover opening.
- VII. The University shall notify the bidders on whether they qualify for the Commercial Proposal opening within two days of the opening of the Technical Proposal. The Commercial Proposal covers of the eligible bidders will be opened on the appointed date and time in the presence of the bidders and their representatives.
- VIII. The Proposal Evaluation Committee shall assign a Financial Score as per the criteria detailed in Section 8.3 below to each of the eligible bidders.

8. Criteria for Evaluation

8.1. Pre-Qualification Criteria

S. No.	Qualification Criteria	Documents/Information to be provided in the submitted proposal
1	The responding firm / agency should have submitted an EMD of Rs. 25,000 (Rupees Twenty Five Thousand only)	1. DD for Rs. 25,000
2	Legal Entity a. Company should be registered under Companies Act, 1956 b. Registered with the GST Authorities c. Should have been operating for the last three years (FY 2020-21, FY 2019-20 and FY 2018- 19)	1. Certificate of Incorporation 2. Registration Certificate 3. GST Certificate 4. PAN
3	The Firm / Company should be in the business of IT Infrastructure Managed Services for at least 3 years as of 31st March 2021	1. Memorandum & Articles of Association 2. Work orders confirming years of activity
4	The responding firm shall not be under a declaration of ineligibility for corrupt or fraudulent practices.	Annexure I, Form 1, 2 and 8

8.2. Technical Qualification Criteria

- I. The Technical proposal of the bidders who meet all the prequalification criteria will be opened and evaluated.
- II. The Proposal Evaluation Committee will evaluate the Technical Proposals on the basis of the technical evaluation criteria as provided below.

S. No.	Criteria	Max Criteria/ Sub Criteria Marks
1	Experience of the responding firm	40
2	Adequacy and Quality of Resources proposed for Deployment	30
3	Technical Interview	30

Total Points	100
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S. No.	Criteria / Sub-criteria	Point System	Max Criteria / Sub-criteria Points	Documents to be attached as proof
Experience of the responding firm				
1	Average Annual Sales Turnover generated from services related to IT Infrastructure Managed Services during the last three (3) financial years (FY 2020-21, FY 2019-20, and FY 2018- 19) as per the last audited balance sheets	<p>If average annual sales turnover <20 Lakhs: 0 Points</p> <p>If average annual sales turnover greater than or equal to 20 Lakhs and less than 25 Lakhs: 3 Points</p> <p>If average annual sales turnover is greater than or equal to 25 Lakhs and less than 30 Lakhs: 7 Points</p> <p>If average annual sales turnover >30 Lakhs: 10 Points</p>	10 Points	<p>1. Auditor's certificate OR</p> <p>2. Audited Balance Sheets</p>
2	Number of IT Infrastructure Managed Services engagements Note:	If number of engagements < 5 engagements: 0 Points	5 Points	These engagements should be part of Project Citations as per the format in Annexure I, Form 6

	An engagement is defined as – Project * Years	<p>If number of projects is greater than or equal to 5 engagements and Less than 10 engagements: 3 Points</p> <p>If number of engagements is greater than 10 engagements: 5 Points</p>		<p>Additionally, the following documents should be furnished:</p> <ol style="list-style-type: none"> 1. Work order(s) specifying scope of work OR 2. Work order(s) along with RFP specifying the scope of work
3	<p>Experience in IT Infrastructure Managed Services for an Indian University (recognized by UGC / AICTE / MCI).</p> <p>Note: The experience should be at a University level and not for a specific college within University.</p>	<p>If the firm has experience with one or more engagements in one or more Universities: 5 points</p> <p>If the firm has no experience with Universities: 0 points</p>	5 Points	<p>These engagements should be part of Project Citations as per the format in Annexure I, Form 6</p> <p>Additionally, the following documents should be furnished:</p> <ol style="list-style-type: none"> 1. Work order(s) specifying scope of work OR 2. Work order(s) along with RFP specifying the scope of work
4	<p>Experience in areas mentioned in the Scope of Work.</p> <p>Note: The experience is counted if the</p>	<p>Server support and administration for physical servers: 2 Points</p>	20 Points	<p>These engagements should be part of Project Citations as per the format in Annexure I, Form 6</p>

	<p>scope of work is covered in at least 1 project.</p>	<p>Server support and administration specifically pertaining to AWS / Google Cloud / Azure: 3 Points</p> <p>Installation, maintenance and upgrade of local network infrastructure components (as specified in scope of work): 5 points</p> <p>Experience in providing IMAC services: 5 points</p> <p>Experience in management of Cloud based Email services like GSuite, Outlooks etc.: 3 points</p> <p>Experience in procurement, management of licenses of Video conferencing solutions like Zoom, Webex,</p>		<p>Additionally, the following documents should be furnished:</p> <ol style="list-style-type: none"> 1. Work order(s) specifying scope of work OR 2. Work order(s) along with RFP specifying the scope of work OR 3. Certificate from the client(s) indicating completion of work specifying the evaluation items as per scope of work.
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		MS Teams: 1 point Experience in procurement and management of licenses of common desktop softwares that include but not limited to antivirus, MS Office: 1 point		
Adequacy and Quality of Resources proposed for Deployment				
5	All Named personnel who shall be deployed have completed one of the following undergraduate degrees – BCA / BTech / BE	If complied – 10 points If not complied - 0 points	10	The CVs should follow the format as specified in Annexure I, Form 5
6	Named resource #1 has relevant work experience in IT Infrastructure Managed Services (as specified in Scope of Work) Note:	<1 Year: 0 points 1-3 Years: 3 points 3-5 Years: 7 points >5 Years: 10 points	10	The CVs should follow the format as specified in Annexure I, Form 5
7	Named resource #2 has relevant work experience in IT Infrastructure Managed Services (as	<1 Year: 0 points 1-3 Years: 3 points	10	The CVs should follow the format as specified in Annexure I, Form 5

	specified in Scope of Work) Note:	3-5 Years: 7 points >5 Years: 10 points		
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- III. The bidders should clearly indicate, giving explicit supporting documentary evidence, with respect to the above, in absence of which their proposals will be rejected summarily during the initial scrutiny of the technical bid.
- IV. After the initial scrutiny of the technical bid, a technical interview shall be scheduled on the same day (day of opening of the technical bid). The named personnel shall mandatorily be present for the technical interview.
- V. A bidder is technically qualified if they receive a score of 50 or above.

8.3. Financial Bid Evaluation

- I. The Financial Bids of technically qualified bidders (i.e. above 50 marks) will be opened on the prescribed date in the presence of bidder representatives.
- II. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- III. The bid price shall be quoted as per Annexure II, Form 2.
- IV. Any conditional bid would be rejected.
- V. Errors & Rectification: Arithmetical errors will be rectified on the following basis: “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. If there is a discrepancy between words and figures, the amount in words will prevail”.
- VI. If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- VII. The Financial Score of the bidder is calculated using the below formula –
Financial Score = Least Financial Bid Amount * 100 / Financial Bid Amount

8.4. Consolidated Technical and Financial Score

- I. The Consolidated Technical and Financial Score (CTFS) is calculated using the below formula –
CTFS = 60% (Technical Score) + 40% (Financial Score)

9. Appointment of IT Infrastructure Managed Services Provider

9.1. Award Criteria

NLSIU will award the Contract to the successful bidder whose Consolidated Technical and Financial Score (CTFS) is the highest and would consider it as substantially responsive as per the process outlined above.

9.2. Right to Accept Any Proposal and To Reject Any or All Proposal(s)

NLSIU reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for NLSIU action.

9.3. Notification of Award

- I. Prior to the expiration of the validity period, NLSIU will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, NLSIU, may like to request the bidders to extend the validity period of the bid.
- II. . Upon the successful bidder's furnishing of Performance Bank Guarantee, NLSIU will notify each unsuccessful bidder and return their EMD.

9.4. Contract Finalization and Award

- I. The NLSIU shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.

9.5. Performance Guarantee

- I. The NLSIU will require the selected bidder to provide a Performance Bank Guarantee, within days from the Notification of award, for a value equivalent to of the 10% of the total contract value. The Performance Guarantee shall be kept valid till completion of the engagement. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the NLSIU at its discretion may cancel the order placed on the selected bidder without giving any notice. NLSIU shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or NLSIU incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

9.6. Signing of Contract

- I. After the NLSIU notifies the successful bidder that its proposal has been accepted, NLSIU shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between NLSIU and the successful bidder.

9.7. Failure to Agree with the Terms and Conditions of the RFP

- I. Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event

NLSIU may award the contract to the next best value bidder or call for new proposals from the interested bidders.

- II. In such a case, the NLSIU shall invoke the PBG of the most responsive bidder.

10. Annexure I: TECHNICAL BID TEMPLATES

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria.

Technical Proposal shall comprise of following forms:

Forms to be used in Technical Proposal

Form 1: Particulars of the Bidder

Form 2: Letter of Proposal

Form 3: Project Citation Format

Form 4: Team Composition

Form 5: Curriculum Vitae (CV) of Key Personnel

Form 6: Deployment of Personnel

Form 7: Undertaking on Exit Management and Transition

Form 8: Self-declaration on bidder not being blacklisted

10.1. Form 1: Particulars of the Bidder

S. No.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of company registration	
G	Details of registration with appropriate authorities for service tax	
H	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

10.2. Form 2: Letter of Proposal

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Number>

<Fax Number>

<Email ID>

Subject: Submission of the Technical bid for IT Infrastructure Managed Services Engagement

Dear Sir/Madam,

We, the undersigned, offer to provide services to the NLSIU on the IT Infrastructure Managed Services Engagement with your Request for Proposal dated <date of RFP> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address: Location: _____

Date: _____

10.3. Form 3: Project Citation Format

Relevant IT project experience (provide no more than 5 projects in the last 5 years)	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the project	
Copy of the Work Order	

10.4. Form 4: Team Composition

Name of the staff with qualification and experience	Area of Expertise	Position Assigned	Task Assigned	Time committed for the engagement

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10.5. Form 5: Curriculum Vitae (CV) of Key Personnel

Information	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
<p>Academic Qualifications:</p> <ul style="list-style-type: none"> ● Degree ● Academic institution graduated from ● Year of graduation ● Specialization (if any) ● Key achievements and other relevant information (if any) 	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience	
The names of customers (Please provide the relevant names)	
<p>Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure)</p> <p>Prior Professional Experience covering</p> <ul style="list-style-type: none"> ● Organizations worked for in the past <ul style="list-style-type: none"> ○ Organization name ○ Duration and dates of entry and exit ○ Designation ○ Location(s) ○ Key responsibilities ● Prior Project Experience <ul style="list-style-type: none"> ○ Project name ○ Client 	

<ul style="list-style-type: none"> o Key project features in brief o Location of the project o Designation o Role o Responsibilities and activities o Duration of the project <p>Please provide only relevant projects.</p>	
Proficient in languages (Against each language listed indicate if speak/read/write)	
<p>Certification: I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p>	<p>Signature of staff member:</p> <p>Place:</p> <p>Date:</p> <p>Full name of authorized representative:</p> <p>Place:</p> <p>Date:</p>

10.6. Form 6: Deployment of Personnel

S. No.	Name of staff	Staff input in Months												Total Staff man-months proposed	
		1	2	3	4	5	6	7	8	9	10	11	12		Total
1															
2															
3															

Note:

1. Months are counted from the start of the assignment.
2. Indicate the percentage involvement of personnel in parenthesis after the Name of staff.

10.7. Form 7: Undertaking on Exit Management and Transition

No.

Date:

To:

Dear Sir,

Sub: Undertaking on Exit Management and Transition

1. I/We hereby undertake that at the time of completion of our engagement with the Department, either at the End of Contract or termination of Contract before planned Contract Period for any reason, we shall successfully carry out the exit management and transition of this Project to the NLSIU or to an agency identified by NLSIU to the satisfaction of the NLSIU.
2. I/We further undertake to complete the following as part of the Exit management and transition:
 - a. We undertake to complete the updation of all Project documents and other artefacts and handover the same to NLSIU before transition.
 - b. We undertake to design standard operating procedures to manage system (including application and IT systems), document the same and train NLSIU personnel or any other personnel/agency authorized by NLSIU on the same.
 - c. If NLSIU decides to take over the operations and maintenance of the services on its own or identifies or selects any other agency for providing operations & maintenance services on this Project, then we shall provide necessary handholding and transition support, which shall include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the infrastructure, conducting Training sessions etc.
3. I/We also understand that the Exit management and transition will be considered complete on the basis of approval from NLSIU.

Yours faithfully,

(Signature of the Authorized signatory of the Bidding Organisation)

Name :

Designation :

Date :

Time :
Business Address:

10.8. Form 8: Declaration that the bidder has not been blacklisted

(To be submitted on the Letterhead of the responding agency)

{Place}

{Date}

To,

Ref: RFP Notification no. <Reference Number of RFP> dated <Date of publishing of RFP>

Subject: Self Declaration of not been blacklisted in response to the RFP for Selection of Services Provider for IT Infrastructure Managed Services.

Dear Sir,

We confirm that our company, _____, is not blacklisted in any manner whatsoever by any of the State/UT and/or central government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: The Bidder shall necessarily provide a copy of 'Power of Attorney' authorizing the signatory for signing the Bid on behalf of the Bidder in its Pre-Qualification Bid

11. ANNEXURE II: FINANCIAL PROPOSAL TEMPLATES

The bidders are expected to respond to the RFP using the forms given in this section.

Financial Proposal shall comprise of following forms:

Form 1: Covering Letter

Form 2: Financial Proposal

11.1. Form 1: Covering Letter

To:

Subject: Submission of the Financial bid for IT Infrastructure Managed Services Engagement

Dear Sir/Madam,

We, the undersigned, offer to provide the services for IT Infrastructure Managed Services in accordance with your Request for Proposal dated <Date of RFP> and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <Amount in words and figures> only. This amount is inclusive of the local taxes.

1. PRICE AND VALIDITY

- a. All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the last date of submission as specified in the RFP.
- b. We understand that the payments will be subject to deduction of taxes at source as per the prevailing applicable laws.

2. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out

exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

3. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

4. QUALIFYING DATA We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, 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 <Refer Section No.>. These prices are indicated Commercial Bid attached with our Tender as part of the Tender.

We understand you are not bound to accept any Proposal you receive.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

11.2. Form 2: Financial Proposal

Annual Contract value in INR	Taxes in INR	Total Contract Value in INR