

Request for Proposal (RFP) for
“Selection of Agency to provide Managed Cloud Hosting Services”
for KVIC, Mumbai

Khadi and Village Industries Commission



Directorate of Information Technology
3, Irla Road, Vile Parle (West), Mumbai- 400 056

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RFP for “Selection of Agency to provide Managed Cloud Hosting Services” for KVIC, Mumbai

Proposals are invited from the Cloud Service Providers by the Khadi and Village Industries Commission (KVIC), Gramodaya, 3, Irla Road, Vile Parle(W) Mumbai – 400056 for hosting and managing the various online applications.

Khadi and Village Industries Commission (KVIC) is a statutory body created by an Act of Parliament (No.61 of 1956 and as amended by Act.No.12 of 1987 and Act.No.10 of 2006). Established in April 1957, it took over the work of the former All India Khadi and Village Industries Board. It functions under the administrative control of the Ministry of Micro, Small and Medium Enterprises, Government of India.

Detail of Request for Quotation

- Tender No: KVIC/DIT/CLOUD / 2018-2019
- Hosting and Implementing IDC for Non ERP and ERP Application on Cloud
- Mode of Tendering : Limited Tender (Two Bid System amongst **MEITY Empanelled Vendors**)
- Contract Period : -- **60 Months (5 Years)** from the date of Go-live)
- Last Date &Time for submission of Proposal :**16/01/2019, 15.00 Hrs**
- Technical Bid Opening date: **16/01/2019, 16.00 Hrs**
- Presentation date : To be communicated later
- Financial Bid Opening date : To be communicated later

Correspondence Address : **Deputy CEO – Information Technology
Khadi and Village Industries Commission
Gramodaya, 3, Irla Road, Vile Parle (W),
Mumbai : 400 056**

Submission of Bids:

Two Bid System shall be followed. Bidders should take due care to submit the Quotation in accordance with the requirement in sealed covers. Bidders shall submit the Quotation in Two Envelopes i.e. One containing TECHNICAL BID and the other containing FINANCIAL BID as mentioned below.

Part I

Technical Bid:

The Technical bid must be complete with the following:

- a) The technical Bid should contain all technical document required for this tender specified in the tender document in a sealed cover superscripting “TECHNICAL BID” and date of submission.
- b) All the Pre -Qualification Documents to be submitted (wherever applicable as per PQ Details mentioned in the document)
- c) The Technical Bid shall carry 70% marks on the credentials which includes the scoring of presentation.
- d) Conditional Technical Bids are liable to be rejected.

Part II

PRICE / COMMERCIAL BID

- a) It should contain duly completed price Bid Format with rates with no other terms and conditions. Price bid containing conditions (other than RFP conditions) shall be liable for rejection.
- b) The Commercial Bid shall carry 30% marks/weightage based on the details as per RFP document.

Pre-Qualification Criteria

Copies of the following documents duly Signed by the authorized officer and Stamped - to be submitted along with Pre -Qualification - PART- I (As supporting document)

Sr.No.	Criteria	Testimonials/Copies to be Submitted
1	The firm should be a Company registered under the Companies Act, 1956.	Registration certificate
2	Firm should be empanelled in MEITY (Ministry of Information Technology - Government of India)	MEITY empanelment letter/certificate
3	The firm should have experience in providing cloud services to Government sector	Copies of work order and progress/completion certificate
4	The Firm should not have been blacklisted with any of the Government agencies. The Self Certified letter on Company's Letter head in this respect is to be submitted by the bidder	Self declaration
5	The bidder should submit documents as a proof that the OEM is having support center in Mumbai / Navi Mumbai /Thane for the dedicated components related to the Cloud Infrastructure	List of such centers address with contact person with contact number
6	Primary as well as DR Data Center should be TIER III Certified	Certificate
7	The firm should have the following standard - ISO 9001, 27001, 20000-1 certified, SOC- Type-I and II Compliance, PCI – DSS Certified.	Certificate
8	The Firm should have GST Registration	Certificate

The Technical Bid – Part I - Criteria and marking system as specified below.

Sr. No	Criteria	Graded Marks	Max Marks	Compliance Yes / No
1	Organizations Capabilities			70
a	Resource/Manpower Certified for Industry Standard Applications / OEMs	5	5	Copies of Certificates
	Application Certified – Upto 2	3		
	Application Certified – Above 3	5		
b	No. of different Seismic / Earthquake Zones outside Mumbai where bidder is operating Tier –III or better DC having Uptime Certification for Build and Design	15	15	Self - Attested List of Data Centers with valid address proof indicating Seismic Zone and / or Valid Uptime Certificate for Design + Build
	No. of Seismic Zone=1	5		
	No. of Seismic Zone=2	10		
	No. of Seismic Zone=3	15		
c	No. of Data Centers being operated in India	20	20	
	Data Center=1	10		
	Data Center > 1 but < 3	15		
	Data Center > 3 but < 5	20		
d	Certified Resources on Company roll for at least 6 months	30	30	
	Certified OS Resources > 5	5		List of Resources and Copies of Certificates
	Certified Virtualization Resources >5	5		
	Certified Enterprise Replication Resources > 5	5		
	Certified DB (SQL / ORACLE) Resources > 5	5		
	OEM Certified Network & Security Engineers> 5	5		
	Data Center facility Management Resources > 5	5		
2	Past Experience		10	
	Completed Orders for Managed Cloud Services for value > 25 Lacs p.a. in any of the last 3 years ending 31 st March, 2018	2 Marks Per Order		Self -Declared List and Copies of the Works Order with Clientele Satisfactory Letter / or mail
3	Presentation on Implementation			The presentation should cover the details here in under in the

	Methodology & Support		20	2 nd column
	Understanding the project and scope of work	5		
	Proposed plan for managed services	5		
	Timeline for migration and go-live with Proof of Concept (POC)	5		
	Security and other threat precaution measures	5		
	TOTAL MARKS		100	

General Scope of Services and Current Specifications

General :

1. **Current Setup:** KVIC has the following setup which is currently hosted in-house and proposed to host the same on Cloud Infrastructure as per the details mentioned in this document.
 - a. **1 Application Server** – 21 Applications are currently hosted.
Server Model – M620 PowerEdge, Dual Processor, ES-2640 -64 GB RAM
– Total Application Data Size is approximately 500 GB
 - b. **1 Database Server** - Server Model – M620 PowerEdge, Dual Processor, ES-2640 -64 GB RAM – Total DB Data Size is 150 GB
 - c. There are **3 very critical Applications** which require complete support and uptime after the same is migrated on Cloud Infrastructure.
 - d. **Application OS** – Windows and to be migrated to Linux at the time of shifting to Cloud.
 - e. **Oracle License** is Processor based
 - f. **Application web server** – Tomcat
 - g. **Database** – Oracle 11g/12C
 - h. **Bandwidth** - 200 Mbps
 - i. **Storage** – 4 TB NAS BOX
 - j. **Concurrent Users** – 8000 to 10000 Users scalable to 20000 users
 - k. **KVIC has 5 RHEL subscriptions and 4 Oracle licenses.**

The main scope of work is to provide managed cloud services indicated in the commercial format given below to migrate and host the above mentioned software applications and to manage the infrastructure and other facilities/services as mentioned in this document.

COMMERCIAL FORMAT – Part II (Cloud Setup Requirement)

<u>SN</u>	<u>Description</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>OTC Total Price</u>	<u>GST on OTC</u>	<u>Grand Total for OTC</u>	<u>Per year Cost</u>	<u>GST on per year cost</u>
1	ONE TIME CHARGES – OTC							
Highly Critical Tomcat Applications Servers – 2 Nos. in a Single VM								
1	vCPU		12					
2	RAM in GB		24					
3	True 3 Copy Storage in GB		300					
4	Operating System – RHEL latest		1					
Moderate Critical Tomcat Applications Servers – 3 Nos. in a Single VM								
1	vCPU		12					
2	RAM in GB		24					
3	True 3 Copy Storage in GB		300					
4	Operating System – RHEL latest		1					
Low Critical Tomcat Applications Servers – 16 Nos. in a Single VM								
1	vCPU		8					
2	RAM in GB		16					
3	True 3 Copy Storage in GB		300					
4	Operating System – RHEL latest		1					
Oracle Database Server – 1 No. in a Single VM								
1	vCPU		32					
2	RAM in GB		64					
3	True 3 Copy Storage in GB		300					
4	Operating System – RHEL latest		1					

NETWORK & SECURITY							
1	IP Address		8				
2	vLAN		1				
3	Security against DDOS – IP Count		8				
4	Firewall - NAT		8				
5	Firewall – Port Blocking for Tomcat & Oracle Virtual Servers		4				
6	Firewall – VPN Access for User Count		10				
TOMCAT APPLICATION SERVER MIGRATION & MANAGEMENT							
1	Migrate from Windows Tomcat Physical Server to Linux tomcat virtual server		6				
2	Migrate Data from existing setup to New Setup		1				
3	Separate Single Server Instance to Multiple Instances of Tomcat Applications based on criticality		3				
4	Management of Tomcat and OS with patch management & Upgrade		3				
ORACLE DATABASE SERVER MIGRATION and MANAGEMENT							
1	Migrate from Windows Oracle Database to Linux Oracle Database		1				
2	Migrate Database data to New setup with lowest possible downtime		1				
3	Testing & UAT		1				
4	Management of		1				

	Oracle database server with patch management, upgrade and performance tuning							
BACKUP AND STORAGE COMPONENT								
1	NAS / ISCSI Storage in TB		8					
2	Option to backup Oracle database		Yes / No					
3	Option to replicate Oracle database server to secondary site		Yes / No					
4	Option to replicate servers to Near DR (within 150km of Primary DC)		Yes / No					
Disaster Recovery (Using existing KVIC Infrastructure)								
1	Conversion and configuration of the existing infrastructure into a DR facility and maintenance of the same							

Consolidated total quote

Sr.No.	Description	Amount in figures	GST	Total
1	One time charges			
2	Recurring Charge per year			
3	Total Recurring charges for 5 years			
4	Total Cost for 5 years (OTC + 5 years Recurring)			
Total cost in words :-				

The below prices are only for additional requirements as when required and will not be considered for bid evaluation.

Sr.No.	Description	Unit Price
1	vCPU	
2	RAM in GB	
3	Storage in GB	
4	NAS Storage in TB	

Scope of work - Security Features:

During the contract period, following conditions should strictly be met. Also, any change / variation in these conditions should be notified to KVIC immediately. Reports of periodic audits and certifications should be made available on demand for scrutiny.

1. MSP should provide required logs on SaaS services for investigation on demand for the previous one month at any point of time.
2. CSP / MSP should provide below services / support as a part of the IaaS offering.
 - The cloud service provider should provide logical separation (of Servers, Storage, network and security infrastructure) to protect data, applications and servers and provide robust and near virtual isolation.
 - The Cloud services should provide secure communication to internet through policy based web filtering and anti-malware protection through firewall.
 - The cloud services should support public IP address (IPv4 and IPv6)
 - MSP should carry out hardening of all infrastructure including OS, Network and security appliances before putting for actual usage
 - MSP should take care for patching of all infrastructure including OS, Network and security appliances.
 - MSP should maintain up to date antivirus / virtual patching
 - MSP should carry out software / hardware version upgrade
 - MSP to provide support to integrate Cloud Infrastructure / services with on-premise infrastructure / services.
 - Any other security measures as deemed fit by the ISP/MSP.

The agency will be responsible for the data and application security. If there is any breach in security or data loss, KVIC will take appropriate action against the agency, as per the Acts and Rules prevailing in India.

Scope of work - Managed Service

Cloud / Managed Service Provider should be able to provide the following services during the entire contract period. End to end management of Commissioning of system which includes the following.

- Liaison with CSP for the requirement as per KVIC request
- Installation of OS / DB, Network / IP Configuration, OS/DB Hardening and Storage management of server
- Application hosting, installation, migration, periodic changes as required by KVIC
- Upgrade, Monitoring of OS, DB, Storage and Applications.
- User, role and authorization management

- Application and Database Log Management and Analysis.
- Monthly reporting to KVIC for usage of service business Unit-wise, performance of system / application.
- Proactive monitoring of system / application for augmenting or reducing capacity as demanded by KVIC applications.
- Backup and Disaster Recovery
- Guaranteed Business Support and Response as per agreed SLA.
- Service Desk tool for creation / tracking of service tickets, troubleshooting, new service requirement and timely closure as per SLA.
- MSP should perform the following activities using suitable monitoring tools
 - a. Server Availability, CPU Usage, Memory, Storage Consumption etc.
 - b. OS process utilization including Web and DB Services
 - c. Performance tuning of OS, DB and Applications

Other Terms and Conditions.

- a. Incomplete tenders are liable to be rejected without asking for clarifications. KVIC reserves the rights to accept or reject any or all the bids / tenders without assigning any reason thereof.
- b. The tender shall be submitted in hard copies duly stamped and signed and as per Two Envelope System.
- c. Conditional Tender will be rejected.
- d. Validity period of the Commercial offer will be 90 days from the date of Receipt of the duly filled in details as per Part I and II defined in this Request for Proposal Documents.
- e. Tender fee of Rs.5,000/- (Non Refundable) in the form of Demand Draft drawn in favour of 'KVIC IT SCHEMATIC ACCOUNT' Should accompany the Technical Bid.
- f. **Earnest Money Deposit (EMD):**
 1. EMD of Rs. 5,00,000/- (Rupees Five Lakhs Only) shall be submitted either through DD / Bank Guarantee along with the Technical Bid. Dawn in favour of 'KVIC IT SCHEMATIC ACCOUNT'
 2. No exemption will be given on the submission of EMD to any agency/bidder other than required as per Govt of India guidelines.
 3. No interest will be payable on the EMD submitted and duly returned to the unsuccessful bidder once the Works Order is placed on the selected bidder.
 4. EMD shall be forfeited in the following cases:

- a. If a bidder withdraws its bid during the period of bid validity
- b. In case of a successful bidder, if the bidder fails to sign the contract
- c. if the information furnished by the bidder found to be false or misleading on a later date
- g. The statements showing names of Partners, Directors etc of the firm with complete address of each should be submitted on the Company's Letter Head duly signed / stamped.
- h. The Authorized person duly assigned to sign the tender documents should submit a Self Certified Letter signed by the Two Directors of the company for validity and authentication / acceptance of the terms before the tender documents submission
- i. While submitting the Commercial Proposal (Part II), the vendors shall take into consideration that the prices to be quoted shall be inclusive of all applicable taxes, charges etc.
- j. The acceptance of the RFP will be intimated telegraphically / email or otherwise by Authority Competent to accept the RFP or by the higher Authority of KVIC to the vendor which shall be deemed to be an intimation of the RFP given by the authority competent to accept the order.
- k. The RFP offer will be binding on the bidder for a period of 90 days from the last date prescribed on which the tender document's is to be received. If the bidder fails to abide by the stipulated time and date, the amount of Earnest Money will be forfeited.
- l. No alteration in the form of tender, schedule of quantities, units, specifications will be permitted. In case of bonafide errors in the tender form, the bidder may seek prior clarification in writing. Tender of the bidder quoting the rates of Unit, Configuration / Make / Model other than those therein specified in the tender will not be considered.
- m. As a response to this bid, bidder must respond how they will carry out the first time setup and if any downtime is involved for the primary applications.
- n. As mentioned earlier that the bidders proposed solution must support both "Windows" based application and Linux. It is expected that any change to the application at a later date also gets replicated to DR on Cloud which will be proposed once the Primary DC setup is running successfully.
- o. In the event of an actual disaster, it is expected that the bidders solution should provide the entire computing facility within 3 hours i.e. Users should be able to login to their respective applications seamlessly within three hours of the declaration of the disaster.
- p. Bidders as a response to this bid must respond how their solution will cater to situations where application changes are replicated to DR. (Once the DR setup services are proposed by KVIC)
- q. Bidders must provide a solution that the point of recovery, post disaster should not be beyond two hours of the last transaction.

- r. As a response to this bid, bidder must agree to sign the SLA inter-alia conforming the Sr. No. O and Sr. No. P as mentioned above.
- s. Bidder must carry out a **“Proof of Concept”** with one of the applications, post award of the contract. Upon satisfactory of the POC, the final implementation confirmation will be given to the bidder who has qualified / awarded the contract.
- t. Conclusion / Termination of Contract : Post the conclusion of contract or termination of the contract, bidder organization will hand-over the databases and application data etc by **“permanently deleting”** the data from the cloud.
- u. Selection of agency will be on QCBS base and the bidder will not be awarded the contract only based on the L1 Commercials.

Performance Bank Guarantee:

1. The successful bidder should submit Performance Bank Guarantee amounting to 10% (Ten Percent) of the tendered contract cost quoted by him within 21 days (Twenty One Days) from the date of issue of the Acceptance Letter.
2. Performance Bank Guarantee is to be submitted in favor of KVIC drawn on any Nationalized Bank in Mumbai Region.
3. PBG Validity Period will be for 5 years from the date of contract period and in case the contract is terminated before 5 years, the PBG will be released subject to the dues to be settled by the Agency.
4. The amount of Performance Bank Guarantee shall be forfeited in case, bidder fails to complete the orders which is placed after adhering to the procedures and due consideration by the competent authority as defined in these RFP document.

Service Level Agreement (SLA): Mandatory and Non-negotiable

- Bidder to ensure 99.95% uptime for the application hosted on the CSP's Cloud Infra.
- The down time will be calculated on monthly basis. Non-adherence to any of the services as mentioned in this tender will lead to penalty as per the SLA clause and will be used to calculate downtime. The downtime calculated shall not include:
 - Negligence or other conduct of KVIC or its agents, including a failure or malfunction resulting from applications or services provided by KVIC or its vendor
 - Failure on malfunction of any equipment or services not provided by CSP / MSP.

- However, it is the responsibility / onus of the selected Bidder to prove that the outage is attributable to KVIC. The selected Bidder shall provide the proof that the outage is attributable to KVIC.
- Unavailability of service for more than 10 minutes at a stretch shall be treated as service outage. Service outage shall not include down time due to any scheduled maintenance activity or any maintenance activity requested by or attributable to KVIC.
- All services to be delivered as per timelines mutually defined and agreed by KVIC and selected vendor. (CSP / MSP)
- Successful Bidder must assure support (24 hrs every day x 365 days in each year) for any issue related to availability and accessibility of Service Provider Systems.
- Successful Bidder will be solely responsible for any defect in service as per the Order
- Successful Bidder should ensure response to any issue within 2 hours and should resolve it within 8 hours.
- Penalty (During the contract lifecycle will be applicable and bidding on the CSP / MSP)

PAYMENT TERMS

- All prices should be in Indian Rupees (INR)
- No advance payment will be made for any activity
- **One Time Cost** – OTC will be considered for release against submission of BG of 10% of the Total Project Cost / Order Value.
- **Quarterly Payments** to be released in arrears (i.e. @ the end of every Quarter upon submission of Invoice and performance / MIS reports of each quarter month.
- The billing would start from the date of operational acceptance by KVIC.
- Payment would be made through Electronic Fund Transfer (EFT) hence, please ensure that the Bank details are provided well in advance.

PENALTY AND OTHER CLAUSES:

a) Violation of response and availability of System Clause

For every additional hour or part thereof response time beyond specified hours, penalty will be calculated based on the following table:

Sr. No	Type of Penalty	Measuring Point	Type of Issues	Response Time	Penalty Terms beyond response time
1	Delay in Response	Time of call logging	Any issue related to accessibility / availability of Service Provider	2 hours	Rs. 500 Per Hour

			solution		
2	Delay in call Resolution	Time of Call logging	Any issue related to accessibility / availability of Service Provider solution	4 Hours	Rs. 1000 per Hour
3.	Outage of Services beyond 0.5%	Time of Call logging	Monthly uptime of services less than 99.95%	----	Rs. 1000 per Hour

b) Maximum Penalty

- The penalty clause is to ensure that vendor is putting best efforts to honor SLAs committed to KVIC.
- Above penalties are subject to maximum limit of 5% of Basic Contract Value
- KVIC reserves the right to terminate the contract on reaching the maximum penalty and take legal action for deficient service and claim suitable compensation for business losses.
- Penalty will be adjusted against subscription payment done at the end of each quarter against the quarterly submitted invoices.

c) Exit Clause

- KVIC intent to use Cloud Services provided by the service provider for a period of 5 years. However, KVIC / Vendor reserves the right to terminate the contract at any point of time without any explanation by giving 3 months' notice
- Confidential information, security and Data: Bidder will promptly, on the commencement of the exit management period, supply to KVIC or its nominated agencies the following.
 - Information relating to the current services rendered and performance data relating to the performance of the services.
- Conclusion / Termination of Contract : Post the conclusion of the contract, bidder organization will hand-over the databases and Application code by “permanently deleting” the data from the Cloud. Bidder to confirm the same by signing a confidentiality agreement with KVIC. A Closure Agreement will be signed between the parties mentioned the deliverables achieved and due performance of obligations by both the parties.

d) Resolution of disputes

- If a dispute arises out of or in connection with this contract/agreement, or in respect of any defined legal relationship associated herewith or derived there from, the parties agrees either to seek an amicable settlement of that dispute by conciliation under the ICADR Conciliation Rules, 1996 or to submit that dispute to Arbitration under the ICADR Arbitration Rules, 1996.
- The place of conciliation / arbitration proceedings shall be Mumbai.

e) Conflict of Interest

- Selected agency should provide professional, objective, and impartial services and at all times hold the KVIC's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work. The SI shall not deploy former employees of the KVIC for any assignment under the RFP.

f) Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Mumbai only.

g) Force Majeure

The agency shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Agency and not involving the Agency fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the KVIC in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Agency shall promptly notify the KVIC in writing of such condition and the cause thereof. Unless otherwise directed by KVIC in writing, the Agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

h) Fraud and Corruption

It is required that the Bidders submitting Proposal and the Agency selected through this RFP must observe the highest standards of ethics during the process of selection of Agency and during the performance and execution of contract.

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the KVIC or its personnel in contract executions.

"Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive KVIC of the benefits of free and open competition.

"Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work.

"Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.

KVIC will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.

KVIC will declare a Agency ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the Agency has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

The parties will sign an Integrity Pact Agreement" covering the above points.

i) Termination of Contract

The Agency association with the KVIC will terminate in following ways:

1. The term of Contract expires or
2. Termination of Contract by KVIC due to dissatisfactory performance during the execution of Project or delay in commissioning the project by Agency or Delay signing the agreement by the Agency.

j) Consequences of Premature termination:

1. Payment till the date of termination will be paid by KVIC, after deducting penalty, if any. Maximum period considered for such payment, after termination is one month, ie., the notice period for termination.)
 2. Agency will hand over all the data, application etc. to KVIC or an agency nominated by KVIC, during the notice period, before such final payment is made, as per procedure and formats that will be prescribed by KVIC.
- k) Notwithstanding anything stated here in above KVIC reserves the right to assess the bidder's capacity and capacity to perform the contract, in any other manner. If necessary, in the overall interest of KVIC.
- l) The Bidder should fulfill the eligibility criteria for bidding as mentioned in the document. The Bidder who does not qualify these criteria may not be evaluated further and his submitted bid will be rejected during the on-going evaluation of the submitted documents and or during the entire tender process as decided by KVIC management.