



HARYANA KNOWLEDGE CORPORATION LIMITED (HKCL)

(Promoted by Government of Haryana)

CIN: U80904HR2013PLC050331

EXPRESSION OF INTEREST (EOI)

FOR EMPANELMENT OF INDIAN DATA CENTERS / AUTHORISED PARTNERS OF INDIAN DATA CENTERS FOR HOSTING, CO-LOCATION AND MANAGED IT INFRASTRUCTURE SERVICES

(Single Bid System – for Empanelment of Multiple Agencies)

EOI Reference No.: **HKCL/eGov/2026-2027/03**

Date of Issue: 01/09/2026

Last Date & Time of Submission: 15/09/2026 till 11:59 PM

Issued by

Haryana Knowledge Corporation Limited
Plot No. 1, 4th Floor, South Wing, HSIIDC IT Park, Sector 22, Panchkula, Haryana - 134109

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Sealed bids to be addressed to: Managing Director & CEO, HKCL

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NOTICE INVITING EOI (NIE)

1. NIE / EOI Reference No.	HKCL/eGov/2026-2027/03
2. Name of Work	Empanelment of Indian Data Centers / Authorised Partners of Indian Data Centers for Hosting, Co-location and Managed IT Infrastructure Services
3. Issuing Authority	Haryana Knowledge Corporation Limited (HKCL), Plot No. 1, 4th Floor, South Wing, HSIIDC IT Park, Sector 22, Panchkula, Haryana - 134109
4. Nature of EOI	Empanelment of Multiple Agencies (Single Bid System)
5. Date of Issue / Publication of EOI	01/09/2026
6. Mode of Bid Submission	Offline (physical) mode only, in sealed envelopes, by Registered Post with Acknowledgement Due or by hand delivery. Bids sent by Fax, e-mail shall not be considered.
7. Last Date & Time for Submission of Bids	15/09/2026
8. Address for Submission of Bids	Managing Director & CEO, Haryana Knowledge Corporation Limited, Plot No. 1, 4th Floor, South Wing, HSIIDC IT Park, Sector 22, Panchkula, Haryana - 134109
9. Bid Validity Period	90 (ninety) days from the date of opening of the Bid
10. Empanelment Period	2 (two) years from the Effective Date, extendable by up to 1 (one) year at HKCL's sole discretion
11. Contact Person for Clarifications	Sh. Abhijeet Kulkarni, Managing Director and CEO Email: md@hkcl.in Phone: 0172-5210251/252

Disclaimer

This Expression of Interest ("EOI") is issued by Haryana Knowledge Corporation Limited ("HKCL", "the Company" or "the Purchaser"), a company promoted by the Government of Haryana, for the purpose of inviting proposals from eligible Indian data centers and their authorised partners for the provision of hosting, co-location and managed IT infrastructure services as described herein. This document is not an offer and does not commit HKCL in any manner to accept any proposal, nor does it entitle any bidder to claim any cost, expense or damage incurred in the preparation or submission of a response to this EOI.

HKCL reserves the right to accept or reject any or all proposals, to modify, amend, cancel or withdraw this EOI in whole or in part at any stage, and to change the process, timelines or evaluation criteria set out herein without assigning any reason, and without any liability whatsoever to the bidders. No contractual obligation on the part of HKCL shall arise until the Empanelment Agreement is signed and executed by the authorised signatories of both HKCL and the Empanelled Agency, and no obligation to place any order shall arise until a specific Work Order is issued under Section 4.4.

This EOI and its contents are the property of HKCL and are issued solely for the purpose of enabling prospective bidders to prepare and submit their proposals. It may not be reproduced, transmitted or used for any other purpose without the prior written consent of HKCL. Information provided by bidders in response to this EOI shall be treated as confidential save where disclosure is required under the Right to Information Act, 2005 or any other applicable law.

1. Introduction and Background

Haryana Knowledge Corporation Limited (HKCL) is currently under the administration of the Citizen Resource Information Department (CRID), Government of Haryana. It is promoted by the Government of Haryana along with:

- Maharashtra Knowledge Corporation Ltd.
- Hartron
- Board of School Education - Haryana
- Deen Bandhu Chhotu Ram University of Science & Technology (DCRUST), Murthal, Sonipat
- Bhagat Phool Singh Mahila Vishwavidyalaya (BPSMV), Khanpur Kalan, Sonapat
- Kurukshetra University (KU), Kurukshetra
- Guru Jambheshwar University of Science & Technology (GJUST), Hisar

HKCL was incorporated under the Companies Act, 1956, bearing Corporate Identity Number (CIN) U80904HR2013PLC050331, dated September 10, 2013, issued by the Registrar of Companies, National Capital Territory of Delhi and Haryana, to create a new paradigm in education and development through the universalisation and integration of Information Technology in teaching, learning and educational management processes in particular, and in socio-economic transformative processes in general.

In furtherance of its operations, HKCL intends to engage the services of a reputed, certified Indian data center, or an authorised partner/reseller of a certified Indian data center, to host its IT infrastructure, applications and data on a co-location and/or virtual infrastructure basis. HKCL invites sealed proposals from eligible bidders meeting the eligibility criteria set out in Section 3 of this EOI.

1.1 Purpose of this EOI

The purpose of this EOI is to empanel, through a fair, transparent and competitive process, multiple technically qualified Indian data centers and/or their authorised partners as "Empanelled Agencies", from among whom HKCL may draw upon secure, scalable and compliant hosting infrastructure, including virtual server capacity, network and security services, licensing, bandwidth and physical co-location space, as detailed in Section 4 (Scope of Work). Empanelment under this EOI does not, by itself, guarantee any bidder a minimum volume of business or a work order; actual requirements shall be allocated to Empanelled Agencies through the process set out in Section 4.4 (Allocation of Work).

1.2 Definitions

- **“HKCL” / “Company” / “Purchaser”** means Haryana Knowledge Corporation Limited and its authorised representatives.
- **“Bidder”** means an Indian data center or its authorised/empanelled partner submitting a proposal in response to this EOI.
- **“EOI”** means this Expression of Interest document, including all annexures, corrigenda and clarifications issued in relation to it.
- **“Data Center”** means the facility owned and/or operated by the Bidder (or its principal, in case of a partner bid) that will host HKCL's infrastructure.
- **“Empanelment”** means the inclusion of a technically qualified and responsive Bidder in HKCL's panel of approved data center service providers pursuant to this EOI.
- **“Empanelled Agency” / “Empanelled Bidder”** means a Bidder empanelled by HKCL pursuant to this EOI, from whom HKCL may seek specific proposals and to whom HKCL may issue Work Orders in accordance with Section 4.4.
- **“Work Order”** means the specific order, purchase order or letter issued by HKCL to an Empanelled Agency for a defined scope, quantity and duration of services, following the process described in Section 4.4, which alone creates a binding obligation to supply and pay for the services described therein.
- **“Agreement” / “Empanelment Agreement” / “MSA”** means the master empanelment agreement executed between HKCL and each Empanelled Agency, incorporating this EOI, the Bidder's proposal and any negotiated terms, within the framework of which individual Work Orders shall be issued.
- **“Effective Date”** means the date of signing of the Agreement or issuance of the Empanelment Letter, whichever is earlier.
- **“Empanelment Period”** means the duration specified in Section 8.1, commencing from the Effective Date, during which a Bidder remains empanelled and eligible to receive Work Orders.
- **“Go-Live Date”** means, in relation to a specific Work Order, the date on which HKCL's infrastructure/services under that Work Order are certified as operational at the Empanelled Agency's facility.
- **“Confidential Information”** means all data, records, documents and information belonging to or relating to HKCL, its users, students, employees or affiliated institutions, disclosed to or accessed by the Bidder in connection with this EOI or the Agreement.
- **“SLA”** means the Service Level Agreement metrics and commitments set out in Section 8.2.
- **“Force Majeure Event”** has the meaning assigned in Section 8.14.
- **“Working Day”** means a day on which HKCL's offices are open for business, excluding Sundays and gazetted holidays of the Government of Haryana.
- **“Rs.” / “INR”** means Indian Rupees, the lawful currency of India.

2. Preparation and Submission of Bid

- The Bid for this EOI is to be submitted as a single bid; no separate Financial Bid shall be submitted or evaluated as part of this EOI.
- All information shall be typed/printed, and every correction and interlineation in the bid must be attested with the full signature and seal of the Bidder, failing which the bid will be treated as ineligible. Corrections made with correction fluid, or by erasing or overwriting, are not allowed.
- All documents/papers must be numbered, signed and sealed by the Bidder on each page, as acceptance of the terms and conditions of this EOI.

- The Bid must contain all the documents required under Section 3 (Eligibility Criteria) and Section 5.1 (Contents of the Bid), together with the duly filled Bid Submission Checklist at Section 9, indicating the page number reference of each enclosed document.
- The Bid shall be sealed in a single envelope, super-scribed as “EOI for Empanelment of Indian Data Centers / Authorised Partners for Hosting, Co-location and Managed IT Infrastructure Services — EOI No HKCL/eGov/2026-2027/03”.
- Sealed bids shall be addressed to the Managing Director & CEO, Haryana Knowledge Corporation Limited, at Plot No. 1, 4th Floor, South Wing, HSIIDC IT Park, Sector 22, Panchkula, Haryana - 134109 and sent/submitted either by Registered Post with Acknowledgement Due, or delivered in person, on or before the due date and time mentioned on the cover page. This EOI shall be published on the HKCL website (hkcl.in) only and shall NOT be published on the Haryana e-Procurement/e-Tender portal (etenders.hry.nic.in) or any other e-tendering platform. Submission of bids shall be strictly in offline (physical) mode as described above; HKCL will not accept bids through any online/e-Procurement portal for this EOI.
- Bids sent by Fax, e-mail, or any other electronic mode shall not be considered, unless HKCL has expressly permitted electronic submission for this EOI as noted above. HKCL shall not be responsible for any postal delay or non-receipt of the bid.
- Bids submitted or received after the closing date and time shall not be entertained and shall be rejected straightaway.
- HKCL reserves the right to amend, modify, extend or withdraw this EOI, in whole or in part, at any time prior to the last date of submission, by issuing a corrigendum on the HKCL website. Where an amendment materially affects bid preparation, HKCL may extend the submission deadline at its sole discretion.
- No Earnest Money Deposit (EMD) shall be payable by any Bidder for this EOI. HKCL has waived the requirement of EMD for this EOI.
- Validity of Bid: The bid submitted by the Bidder shall remain valid for acceptance for a period of 90 (ninety) days from the date of opening of the Bid. During the said period, the Bidder shall not be entitled to withdraw, revoke, cancel or modify the bid or any term or rate thereof. Since no EMD is being collected for this EOI, a Bidder who withdraws, revokes, cancels or modifies its bid during the validity period, or who fails to accept the Letter of Award or execute the Agreement within the time allowed, shall be liable to be debarred from participating in future tenders of HKCL for a period to be determined by HKCL, without prejudice to any other right or remedy available to HKCL in law.
- No fee shall be payable by any Bidder for this EOI. The Bidder shall submit self-attested/attested copies of the documents specified under the Eligibility Criteria along with the Bid.
- HKCL reserves the right to seek clarifications from any bidder at any stage of the evaluation process, and to conduct a physical inspection / audit of the proposed data center facility prior to empanelment. Any clarification sought shall not entitle the Bidder to alter the substance of its bid, including its price.
- All bids, and all correspondence and documents relating to the bid, shall be in English, and all rates and prices shall be expressed in Indian Rupees (INR) only.
- Bids must be signed by a person(s) duly authorised to bind the Bidder to the contract. A copy of the Power of Attorney / Board Resolution authorising the signatory must be enclosed with the Bid.
- A Bidder submitting a bid as an authorised partner/reseller must enclose a valid, specific authorisation letter from the Data Center owner as required under Section 5.1.
- Sub-contracting of the core scope of work (data center hosting/co-location) to any third party other than the Bidder's own principal Data Center (in case of a partner bid) is not permitted without the prior written consent of HKCL.
- Any Bidder, its promoters, directors, or key managerial personnel found to have, or to have had, a conflict of interest with any HKCL official involved in the preparation of this EOI or in

the evaluation of bids shall be liable for disqualification. Bidders must disclose any such relationship in their Bid.

- Canvassing in any form, and any effort by a Bidder to influence the bid evaluation, bid comparison or contract award decision, shall render the bid liable to rejection and may result in debarment.
- Any bid found to contain false, misleading or fabricated information or certificates shall be summarily rejected, and the bidder may be debarred from participating in future tenders of HKCL for a period to be determined by HKCL, in addition to such other action as may be permissible in law.
- All costs and expenses incurred by the bidder in the preparation and submission of the proposal, including any presentations or facility inspections requested by HKCL, shall be borne entirely by the bidder.
- Bids shall be opened on the date intimated by HKCL.
- Information relating to this EOI, the resulting empanelment and any Work Order may be subject to disclosure under the Right to Information Act, 2005, save for information exempted under Section 8(1) thereof, including trade secrets, commercial confidence and intellectual property, disclosure of which would harm the competitive position of a third party.

3. Eligibility Criteria (Pre-Qualification)

Only bidders satisfying ALL the mandatory eligibility criteria listed below shall be considered for evaluation under this EOI. Bids not accompanied by the requisite supporting documentary evidence against each criterion shall be liable for rejection. Figures shown in highlighted placeholders are indicative and must be finalised by HKCL, in consultation with the concerned technical/finance division, prior to issue of this EOI.

Sr. No.	Eligibility Criteria	Supporting Document(s) Required
1	The Bidder must be a registered Indian data center, OR an authorised partner / reseller of an Indian data center, with the data center facility physically located within India.	Certificate of Incorporation; Partner/Reseller Authorisation Letter from the Data Center owner (if applicable).
2	The Data Center (owned by the Bidder or the Bidder's principal) must hold a valid ISO/IEC 27001:2013 (or latest version) Information Security Management System certification.	Valid ISO/IEC 27001 certificate with scope of certification and validity dates.
3	The Data Center facility must be certified/rated as a minimum Tier III facility (Uptime Institute Tier III Certification, or equivalent TIA-942 Tier III rating) for Design and/or Constructed Facility.	Copy of Tier III Certification (Design/Facility) from Uptime Institute or equivalent accredited body.
4	The Bidder / Data Center must be empanelled with the Ministry of Electronics and Information Technology (MeitY), Government of India, as an empanelled Data Center / Cloud Service Provider.	Valid MeitY empanelment certificate/letter, with validity period.
5	The Bidder must have a minimum annual turnover of Rs. 2 Cr in each of the last 3 financial years.	Audited financial statements / CA-certified turnover certificate for the last [3] financial years.
6	The Bidder / Data Center must have a minimum of 5 years of experience in providing data center hosting / co-location / cloud infrastructure services in India.	Certificate of Incorporation and/or self-declaration supported by client work orders/completion certificates.

Sr. No.	Eligibility Criteria	Supporting Document(s) Required
7	The Bidder must have successfully executed at least 3 similar hosting/co-location contracts of a minimum value of Rs. 5 Lakh each, with Government/PSU/large private sector clients in India, in the last 5 years.	Work orders / completion certificates / client reference letters.
8	The Bidder should not have been blacklisted or debarred by any Central/State Government department, PSU or regulatory body in India as on the date of bid submission.	Self-declaration on the Bidder's letterhead, duly signed by an authorised signatory.
9	The Bidder must hold a valid GST registration and PAN in India.	GST Registration Certificate; PAN Card copy.
10	The Data Centre should additionally hold ISO 9001:2015 , ISO/IEC 27017, ISO/IEC 27018, ISO/IEC 20000-1, ISO 22301, ISO 27701, ISO 14001, ISO 45001, or PCI-DSS certification(s).	Copies of applicable certificates, if held.
11	The Bidder must operate a 24x7x365 Network Operations Centre (NOC).	

4. Scope of Work

Each Empanelled Agency shall, at its Tier III (minimum) certified Indian data center facility, be capable of providing the following infrastructure and services to HKCL, to be availed on a Work Order basis in accordance with Section 4.4 (Allocation of Work), for the Empanelment Period specified in Section 4.3:

- Provisioning and management of virtual servers (VMs) of various configurations, as specified in Section 6 (Indicative Server Configuration Requirements).
- Shared and/or dedicated firewall services for network security and perimeter protection.
- Shared and/or dedicated load balancer services for high availability and traffic distribution.
- Antivirus / endpoint protection licensing and management for all provisioned servers.
- Windows Server operating system licensing for provisioned VMs, as required.
- Microsoft SQL Server database licensing for provisioned VMs, as required.
- Internet bandwidth and data transfer, billed on a per-GB basis over and above any committed/included allocation.
- Co-location space, racking and power (with redundancy) for HKCL-owned physical servers that HKCL may choose to host at the Bidder's facility.
- 24x7x365 Network Operations Centre (NOC) monitoring, technical support and incident management, with a defined escalation matrix.
- Compliance with applicable ISO 27001-based information security controls and support during HKCL's own ISO 27001 / statutory audits, CERT-In empanelled security audits, and audits by the Comptroller and Auditor General (CAG) or Government of Haryana auditors, as required.
- Backup and Disaster Recovery (DR) support for HKCL's hosted infrastructure, including scheduled backups, retention as per HKCL's policy, and defined **Recovery Point Objective (RPO)** and **Recovery Time Objective (RTO)** commitments, to be mutually finalised post-award.
- Onboarding/transition-in support, including migration of HKCL's existing infrastructure and data to the Bidder's facility within a mutually agreed timeline, at no additional cost unless otherwise agreed in the relevant Work Order.

- Monthly MIS reports covering uptime achieved, incidents raised/resolved, bandwidth utilisation and capacity headroom, in a format to be mutually agreed.
- Security patching, vulnerability assessment and timely remediation of critical/high vulnerabilities on infrastructure managed by the Bidder, in coordination with HKCL.
- Provisioning of additional/incremental VM capacity or co-location space during the term of a Work Order, on request, within a turnaround time of **two working Days** from HKCL's written request, at the rates negotiated for that Work Order.

The exact quantities, specific configurations and requirement-wise ramp-up schedule for each of the above components shall be communicated to the relevant Empanelled Agency(ies) at the time of each specific requirement and shall be governed by the applicable Work Order issued under Section 4.4 (Allocation of Work). Rates for each component shall be ascertained and negotiated only at the time of the specific Work Order, in accordance with Section 4.4; actual billing for any Work Order shall be strictly as per the rates finally negotiated and recorded in that Work Order. HKCL shall not be liable to pay for any capacity not actually ordered/utilised under a Work Order.

4.1 Role & Responsibilities of the Bidder / Data Center

- The Bidder shall appoint a Project Coordinator who shall act as the single point of contact (SPOC) with HKCL for all activities relating to this project and shall also nominate an alternate person who shall be equally responsible in the coordinator's absence. HKCL shall be duly informed in writing of any change in the coordinator.
- The Bidder shall provision, configure and commission the virtual servers, firewall, load balancer, licensing and co-location infrastructure strictly in accordance with the configurations, quantities and timelines specified in the relevant Work Order issued under Section 4.4 (Allocation of Work).
- The Bidder shall implement and maintain secure, standard infrastructure and network security practices throughout the Empanelment Period and the term of each Work Order and shall ensure that the hosted environment is free of known critical/high vulnerabilities prior to Go-Live and on an ongoing basis thereafter.
- The Bidder shall provide continuous support during onboarding/migration and User Acceptance Testing (UAT) of connectivity and infrastructure readiness, addressing all technical queries raised by HKCL in a timely manner.
- The Bidder shall provide 24x7x365 NOC monitoring, technical support and incident management, with a defined escalation matrix, and shall promptly notify HKCL of any incident, outage or security event affecting HKCL's hosted infrastructure.
- The Bidder shall provide monthly MIS/SLA compliance reports and shall immediately escalate any risk or dependency likely to impact agreed timelines or service levels.
- The Bidder shall fix all bugs/glitches or vulnerabilities identified during any security audit of HKCL's hosted environment, at its own cost, within the timeline specified by HKCL.
- The Bidder shall be responsible for management of hosted infrastructure including compute, storage, virtualization platform, backup execution, backup restoration support, firewall administration, security appliance administration, vulnerability management, malware/ransomware protection and security monitoring. Database Administration (DBA) and Operating System Administration services shall be provided where specifically included in the relevant Work Order.
- Monthly vulnerability assessment shall be performed, and reports shall be shared with HKCL.

4.2 Role & Responsibilities of HKCL

- HKCL shall communicate the finalised infrastructure requirements, sizing, and configuration details to the relevant Empanelled Agency at the time of issuing each Work Order, in accordance with Section 4.4.

- HKCL shall designate an official/team who will coordinate with the Bidder's Project Coordinator for onboarding, migration, UAT sign-off and ongoing operational matters.
- HKCL shall provide timely access, credentials, IP allocations and any HKCL-owned hardware/software required to be co-located, to enable the Bidder to commission the infrastructure within the agreed timeline.
- HKCL shall review and sign off on UAT/Go-Live readiness within a reasonable time of the Bidder confirming that the hosted environment is ready and shall promptly communicate any deficiencies observed.
- HKCL shall make payments in accordance with Section 8.3 (Payment Terms), subject to the Bidder meeting the agreed SLA and deliverables.
- HKCL shall remain responsible for application management, application-level configuration, source code, user management and all activities not specifically assigned to the Bidder under the relevant Work Order.

4.3 Validity of Empanelment

The selected Agency shall remain empanelled with HKCL for a period of 2 (two) years from the date of issuance of the Empanelment Letter, extendable for a further period of up to 1 (one) year at HKCL's sole discretion, on the same or mutually agreed terms. Empanelment for this period does not, by itself, entitle the Agency to any assignment, and expiry of the Empanelment Period shall not affect the validity or performance of any Work Order already issued and subsisting as on the date of such expiry, which shall continue to be governed by its own terms until completion.

4.4 Allocation of Work

- HKCL shall issue Work Orders to the empanelled Agency on an as-required basis, depending upon the requirements of its clients. The scope, timelines, and commercials of each Work Order may vary based on the specific client requirement.
- No Financial Bid is sought or evaluated as part of this EOI, and no rates are fixed or quoted at the stage of empanelment. Rates for any specific requirement shall be ascertained, quoted and negotiated only at the time that requirement arises, in the manner described below, and shall not, by themselves, entitle any Agency to a Work Order at the rates so quoted.
- At the time a specific requirement arises, HKCL shall seek a fresh quotation of the then-prevailing rates, and ascertain the current capability/capacity, from the relevant Empanelled Agencies for that requirement, and shall shortlist the Agency(ies) offering the most competitive and suitable proposal, taking into account the nature, scope, complexity, criticality and value of the requirement, and the Agency's technical capability and past performance under this empanelment.
- HKCL reserves the right to negotiate the rates and other commercial terms with the shortlisted Agency(ies) for each Work Order. Negotiation shall be carried out in a fair and transparent manner and shall be completed prior to issuance of the Work Order; no Work Order shall be issued, and no obligation to supply or pay shall arise, until such negotiation is concluded and reduced to writing in the Work Order.
- Where two or more Empanelled Agencies are found comparably suitable for a given requirement, HKCL may, at its discretion, seek a fresh limited quotation/counter-offer from such shortlisted Agencies for that specific requirement, in order to secure the most competitive terms, before proceeding to negotiate and issue the Work Order.
- The negotiated rate for any Work Order shall be as mutually agreed between HKCL and the concerned Agency, having regard to prevailing market rates, the scale of the requirement, and the rates offered by other Empanelled Agencies for comparable requirements, and shall be recorded in that Work Order.
- Each Work Order shall separately specify the scope of work, quantities, configurations, commissioning timeline, negotiated rates, payment milestones and SLA applicable to that

specific assignment, which shall supplement (and, in the event of conflict, prevail over) the general terms of this EOI and the Agreement for the purposes of that Work Order alone.

- Empanelment under this EOI shall not confer any right upon an Agency to claim a minimum quantity of work, any assured assignment, or any guaranteed revenue during the Empanelment Period. HKCL is under no obligation to distribute work equally, or at all, among the Empanelled Agencies, and may allocate work to one or more Empanelled Agencies at its sole discretion, based on the process described above.

5. EOI Response Submission Structure

Bidders must submit their proposal as a single Bid, in accordance with the procedure prescribed in Section 2 (Preparation and Submission of Bid). Every page of the Bid must be signed/initialled and sealed by the authorised signatory of the Bidder.

5.1 Contents of the Bid

The Bid must NOT contain any pricing or commercial information whatsoever, since no Financial Bid forms part of this EOI. Any Bid found to contain price/commercial details shall be summarily rejected. The Bid must include, at a minimum:

- Covering letter on the Bidder's letterhead, duly signed by the authorised signatory, in the format at Annexure III.
- Power of Attorney / Board Resolution authorising the signatory to bind the Bidder.
- Point-by-point compliance statement against each Eligibility Criterion listed in Section 3, along with the corresponding documentary evidence (certificates, licenses, financial statements, work orders, etc.), in the format at Annexure I.
- Valid ISO/IEC 27001 certificate (and any other certifications claimed, e.g., ISO 9001:2015, ISO/IEC 27017, ISO/IEC 27018, ISO/IEC 20000-1, ISO 22301, ISO 27701, ISO 14001, ISO 45001 and PCI-DSS).
- Valid Tier III (or higher) certification from Uptime Institute or equivalent accredited body.
- Valid MeitY empanelment certificate.
- Company profile, including years of operation, number of data centers, and total server/rack capacity.
- Details of the specific data center facility proposed for hosting HKCL's infrastructure – location, built-up area, power capacity, redundancy (N, N+1, 2N), fire suppression, physical security, connectivity/ISP diversity.
- Client references and completion certificates for similar assignments.
- Technical solution write-up describing the proposed architecture, backup and disaster recovery approach, RPO/RTO, SLA and support model (including escalation matrix and NOC details).
- Authorisation letter from the Data Center owner, where the Bidder is a partner/reseller and not the Data Center owner itself, in the format at Annexure IV.
- Self-declaration of no blacklisting, as per Section 3, in the format at Annexure II.
- Undertaking on data protection and confidentiality, in the format at Annexure V.

6. Indicative Server Configuration Requirements

This EOI does not require Bidders to quote any rates, prices or other commercial/financial information; no Financial Bid forms part of this EOI. Bidders are, however, required to confirm their technical capability to provision the indicative server configurations below at their Tier III (minimum) certified data center facility. Actual quantities, and the rates applicable thereto, shall be ascertained and negotiated separately for each specific Work Order under Section 4.4 (Allocation of Work).

Indicative configurations from entry-level to high-end are listed below. Bidders must confirm their capability to provision each configuration; no rates are to be quoted against them. Final quantities will be firmed up post award, based on HKCL's actual workload requirements, and rates shall be ascertained and negotiated at the time of the relevant Work Order.

Sr. No.	Virtual Server Configuration	Indicative Qty.
1	2 vCPU / 1 GB RAM / 50 GB SSD	1
2	2 vCPU / 4 GB RAM / 100 GB SSD	1
3	4 vCPU / 8 GB RAM / 200 GB SSD	1
4	8 vCPU / 16 GB RAM / 500 GB SSD	1
5	16 vCPU / 32 GB RAM / 1 TB SSD	1
6	32 vCPU / 64 GB RAM / 2 TB SSD	1

7. Evaluation Criteria

7.1 Preliminary Examination

The Bids shall first be examined to determine whether they are complete, properly signed, and accompanied by all mandatory documents prescribed in this EOI. Bids found incomplete, unsigned, or non-responsive shall be liable for rejection.

7.2 Minimum Eligibility & Technical Compliance

The Bidder must meet all the minimum eligibility criteria specified in Section 3 of this EOI. Non-compliance with any one criterion shall result in disqualification. HKCL reserves the right to seek clarification on any document submitted, and to conduct a physical inspection of the proposed data center facility, before finalising eligibility.

7.3 Technical Qualification

Bidders meeting all the eligibility requirements at Section 7.2 shall be declared Technically Qualified. This EOI is evaluated on a qualify/disqualify basis for the Bid; unlike a single-award tender, there is no minimum or maximum number of bidders who may be declared Technically Qualified, and all bidders meeting the criteria shall be considered for empanelment as detailed in Section 7.4 below.

7.4 Empanelment

7.4.3 Empanelment of Bidders

All Bidders who are declared Technically Qualified under Section 7.3 shall be empanelled by HKCL as Empanelled Agencies, subject to approval of the Competent Authority. HKCL does not commit to empanelling any minimum or maximum number of Agencies; every Bidder that clears Sections 7.1 to 7.3 shall ordinarily be empanelled, unless HKCL records specific reasons for excluding a particular Bidder (e.g., adverse facility inspection findings, or grounds under Section 2 relating to false information, blacklisting or conflict of interest).

7.4.5 Empanelment Decision and Empanelment Letter

HKCL shall issue an Empanelment Letter to each successful Bidder empanelled under Section 7.4.3, subject to satisfaction of all terms and conditions of this EOI and approval of the Competent Authority. Issuance of an Empanelment Letter is not, and shall not be construed as, a Work Order or a commitment of any specific assignment or minimum value of business; it merely confirms the Bidder's inclusion on HKCL's panel of approved data center service providers for the Empanelment Period specified in Section 4.3, from which HKCL may draw upon in accordance with Section 4.4.

8. General Terms and Conditions

The following terms shall govern the master empanelment relationship between HKCL and each Empanelled Agency and shall be incorporated into the definitive Empanelment Agreement (“MSA”/“Agreement”). These terms apply generally across the Empanelment Period; each specific Work Order issued under Section 4.4 shall additionally set out its own scope, timelines, rates and SLA, which shall supplement (and, in the event of conflict, prevail over) the corresponding general term below for the purposes of that Work Order alone.

8.1 Empanelment Period

2 (two) years from the Effective Date, extendable for a further period of up to 1 (one) year by mutual written consent, on the same terms and conditions, unless renegotiated, as also stated in Section 4.3 (Validity of Empanelment).

8.2 Service Level Agreement (SLA) and Penalties

The Empanelled Agency shall guarantee, for each Work Order, a minimum uptime of **99.9%** per month for all hosted infrastructure under that Work Order. Non-achievement of the committed SLA shall attract penalty/service credits as under (illustrative; to be finalised by HKCL, and may be adapted for a specific Work Order):

Uptime Achieved (Monthly)	Penalty (% of that month's invoice value)	Remarks
>= 99.9%	Nil	SLA met
99.0% - 99.89%	2%	Minor breach
95.0% - 98.99%	5%	Major breach
< 95.0%	10% and HKCL's right to terminate for repeated breach	Critical breach

Total SLA penalties in any contract year shall not exceed **10%**, without prejudice to HKCL's right to terminate the Agreement for persistent/critical SLA breach as set out in Section 8.12 (Termination). Penalties shall be recovered by deduction from the Bidder's invoices.

8.3 Payment Terms

Payment shall be released within **30** days of receipt of a correct, undisputed invoice, subject to deduction of applicable TDS and any SLA penalties. Invoices must be accompanied by an SLA compliance report for the relevant billing period.

8.4 Taxes

All rates quoted shall be exclusive of GST, which shall be indicated separately and paid by HKCL at the rate applicable on the date of invoicing, subject to the Bidder furnishing a valid tax invoice enabling HKCL to avail Input Tax Credit, where eligible. The Bidder shall be solely responsible for all other taxes, duties, cess and statutory levies applicable to it, including income tax on its income.

8.5 Confidentiality and Non-Disclosure

The Bidder shall maintain strict confidentiality of all HKCL data, records and information hosted at, or accessed through, its facility, and shall not disclose the same to any third party without HKCL's prior written consent, except where disclosure is required by law. The Bidder shall execute a Non-Disclosure Agreement / Undertaking in the format at Annexure V prior to commencement of services, and shall ensure that its employees, sub-contractors and agents having access to HKCL's data are bound by equivalent confidentiality obligations. This obligation shall survive termination or expiry of the Agreement for a period of 2 years thereafter, or perpetually with respect to personal data, as applicable.

8.6 Data Localisation, Protection and Security

- All HKCL data shall be hosted only within the territorial boundaries of India, and shall not be transferred, replicated, processed or backed up outside India without HKCL's prior written consent.
- The Bidder shall process, store and secure any personal data forming part of HKCL's hosted data in accordance with the Digital Personal Data Protection Act, 2023, the Information Technology Act, 2000 and rules made thereunder, and shall implement reasonable security practices and procedures as prescribed under applicable law.
- The Bidder shall notify HKCL of any data breach, security incident or unauthorised access affecting HKCL's data within **6 hours** of becoming aware of it and shall cooperate fully with HKCL's investigation and any regulatory reporting obligations, including reporting to CERT-In within the timelines prescribed under the CERT-In Directions of 2022 (as amended).
- Upon expiry or termination of the Agreement, the Bidder shall, at HKCL's option, securely return or certify the destruction of all HKCL data in its possession, in accordance with the Exit Management provisions.
- The Bidder shall maintain a 24x7 security monitoring and incident response mechanism for identification, containment and reporting of malware, ransomware, denial-of-service attacks and unauthorized access attempts affecting HKCL infrastructure.

8.7 Audit and Inspection Rights

HKCL, or its authorised representatives (including statutory auditors, CAG, or Government of Haryana auditors), shall have the right, upon reasonable prior written notice, to inspect the Bidder's data center facility and to audit the Bidder's compliance with the SLA, security controls and other obligations under the Agreement. The Bidder shall extend full cooperation, including access to relevant logs and records, for such audits, at no additional cost to HKCL.

8.8 Insurance

The Bidder shall, at its own cost, maintain adequate insurance cover, including but not limited to fire, property and general liability insurance, in respect of its data center facility and the equipment/infrastructure housed therein, for the duration of the Empanelment Period and any Work Order issued thereunder, and shall furnish proof of such insurance to HKCL on request.

8.9 Intellectual Property

Each Party shall retain ownership of its pre-existing intellectual property. HKCL shall retain all right, title and interest in its data, applications and content hosted at the Bidder's facility. Nothing in this Agreement shall be construed as transferring any intellectual property rights of HKCL to the Bidder, or vice versa. The Bidder shall not use HKCL's name, logo or data for any marketing, reference or publicity purpose without HKCL's prior written consent.

8.10 Indemnity and Limitation of Liability

- The Bidder shall indemnify and keep indemnified HKCL against any loss, damage, claim or liability arising out of (i) breach of confidentiality or data protection obligations, (ii) infringement of third-party intellectual property rights by the Bidder's infrastructure/software, or (iii) gross negligence, wilful misconduct or fraud on the part of the Bidder, its employees or sub-contractors.
- Save in respect of the indemnity obligations above, breach of confidentiality/data protection, or the Bidder's wilful misconduct or gross negligence, the aggregate liability of either Party under the Agreement in any contract year shall not exceed the total annual contract value.
- Neither Party shall be liable to the other for any indirect, incidental or consequential loss, including loss of profit or loss of data (save to the extent data loss arises from the Bidder's breach of its backup/DR obligations under Section 4).

8.11 Termination and De-Empanelment

- Termination of a specific Work Order: HKCL may terminate any individual Work Order, in whole or in part, for convenience, by giving **30 days** prior written notice to the Empanelled Agency, without assigning any reason, subject to payment for services satisfactorily rendered up to the date of termination of that Work Order. Such termination shall affect only the Work Order in question and shall not, by itself, affect the Agency's continued empanelment or any other subsisting Work Order.
- HKCL may terminate any Work Order forthwith, by written notice, in the event of: (i) persistent or critical breach of the SLA applicable to that Work Order, as defined in Section 8.2; (ii) breach of confidentiality, data localisation or data protection obligations in relation to that Work Order; or (iii) any material breach of that Work Order not cured within 30 days of written notice.
- De-Empanelment: HKCL may remove an Agency from the panel of Empanelled Agencies ("De-Empanelment"), by written notice, in the event of: (i) insolvency, winding-up or liquidation of the Agency; (ii) the Agency being blacklisted/debarred by any Government/PSU entity; (iii) repeated or critical breach of SLA across multiple Work Orders; (iv) breach of confidentiality, data localisation or data protection obligations; (v) submission of false, misleading or fabricated information at any stage; or (vi) any material breach of the Empanelment Agreement not cured within 30 days of written notice. De-Empanelment shall not, by itself, terminate any Work Order already issued and subsisting as on the date of De-Empanelment, which shall continue to be governed by its own terms unless separately terminated under this Section.
- HKCL may also, by written notice, remove an Agency from the panel for convenience at any time, without assigning any reason, without prejudice to any Work Order already issued and subsisting as on the date of such removal.
- Upon termination of a Work Order or De-Empanelment, the provisions relating to confidentiality, data protection, exit management, indemnity and dispute resolution shall survive.

8.12 Exit Management

Upon expiry, termination or de-empanelment, the Empanelled Agency shall provide reasonable transition and migration support to HKCL or its nominated service provider for a mutually agreed period. The Agency shall facilitate handover of HKCL data, backups and configuration details in a usable format and, upon successful migration, securely delete HKCL data from its systems and provide confirmation of such deletion.

8.13 Suspension of Services

HKCL may, upon written notice, require the Bidder to suspend any service that poses an imminent security risk to HKCL's data, pending investigation and remediation, without such suspension being treated as a breach by HKCL, provided HKCL continues to pay charges for services not actually suspended.

8.14 Force Majeure

Neither Party shall be liable for any failure or delay in performance caused by an event beyond its reasonable control, including acts of God, war, riot, fire, flood, epidemic/pandemic, strikes (other than of the affected Party's own employees), or governmental action ("Force Majeure Event"), provided the affected Party notifies the other in writing within 7 days of the event and takes reasonable steps to mitigate its effect. If a Force Majeure Event continues for more than 60 days, either Party may terminate the Agreement by written notice without penalty, subject to settlement of dues for services rendered.

8.15 Anti-Corruption, Integrity and Fraudulent Practices

The Bidder warrants that it has not offered, given or agreed to give, and shall not offer, give or agree to give, any gift, consideration, reward, commission, fee, brokerage or inducement to any official, employee or representative of HKCL in connection with this EOI, the resulting empanelment or any

Work Order. Any breach of this warranty shall entitle HKCL to terminate the Agreement forthwith and debar the Bidder from future tenders, without prejudice to any other legal remedy, including action under the Prevention of Corruption Act, 1988.

8.16 Assignment and Sub-Contracting

Neither Party may assign or novate the Agreement, in whole or in part, without the prior written consent of the other, save that HKCL may assign the Agreement to any successor Government of Haryana entity performing its functions. The Bidder shall not sub-contract any part of its obligations without HKCL's prior written consent, and shall remain fully liable for the acts and omissions of any permitted sub-contractor as if they were its own.

8.17 Notices

All notices under the Agreement shall be in writing and delivered by hand, registered post, or email (with acknowledgement) to the addresses/contacts specified in the Agreement, and shall be deemed served on actual receipt or, in the case of email, on the next Working Day after transmission, unless proven otherwise.

8.18 Waiver, Severability and Entire Agreement

No failure or delay by either Party in exercising any right under the Agreement shall operate as a waiver thereof. If any provision of the Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect. This EOI, the Bidder's proposal (as accepted), and the definitive MSA/work order shall together constitute the entire agreement between the Parties, superseding all prior negotiations or representations; in case of conflict, the definitive MSA shall prevail unless it expressly provides otherwise.

8.19 Dispute Resolution and Arbitration

All matters, questions, disputes, differences and/or claims arising out of and/or connecting and/or in connection and/or in consequences or relating to this contract whether or not obligations of either of both parties under this contract be subsisting at the time of such dispute and whether or not this contract has been terminated or purported to be terminated or completed, shall be referred to the sole Arbitrator to be appointed with mutual consent of both the parties from the panel of Arbitrators to be suggested by bidder. The seat of Arbitrator shall be at Chandigarh/ Panchkula. The award of the Arbitrator shall be final and binding on the parties to this contract. Subject to aforementioned provisions, the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time and rules made thereunder for the time being in force, shall apply to Arbitration proceedings under this clause.

8.20 Governing Law and Jurisdiction

All disputes and differences, whatsoever arising out of these presents or any part thereof and whether as to the construction thereof or otherwise shall be referred to the courts at Panchkula, Haryana, which shall be the courts having jurisdiction to entertain and try the same.

9. Bid Submission Checklist

Bidders are advised to use the checklist below to ensure completeness of their submission before sealing the envelope.

Sr. No.	Document	Enclosed (Y/N)
1	Covering Letter (Annexure III)	
2	Power of Attorney / Board Resolution authorising signatory	
3	Compliance Statement against Eligibility Criteria (Annexure I) with supporting documents	
4	ISO/IEC 27001 Certificate	

Sr. No.	Document	Enclosed (Y/N)
5	Tier III (or higher) Certification	
6	MeitY Empanelment Certificate	
7	Audited Financial Statements / Turnover Certificate	
8	Client References / Work Orders / Completion Certificates	
9	Partner/Reseller Authorisation Letter (Annexure IV), if applicable	
10	Self-Declaration of No Blacklisting (Annexure II)	
11	Technical Solution Write-up	
12	Data Protection / Confidentiality Undertaking (Annexure V)	

10. Contact for Queries / Clarifications

All queries and requests for clarification regarding this EOI must be submitted in writing to the following contact, before the last date of submission mentioned on the cover page.

Managing Director & CEO

Haryana Knowledge Corporation Limited

Contact: Sh. Abhijeet Kulkarni, Managing Director and CEO

Email: md@hkcl.in | Phone: 0172-5210251/252

Plot No. 1, 4th Floor, South Wing, HSIIDC IT Park, Sector 22, Panchkula, Haryana - 134109

Annexures

Annexure I Format for Compliance Statement against Eligibility Criteria

Sr. No.	Eligibility Criteria	Supporting Document(s) Required	Compliance (Y/N)	Page No.
1	The Bidder must be a registered Indian data center, OR an authorised partner / reseller of an Indian data center, with the data center facility physically located within India.	Certificate of Incorporation; Partner/Reseller Authorisation Letter from the Data Center owner (if applicable).		
2	The Data Center (owned by the Bidder or the Bidder's principal) must hold a valid ISO/IEC 27001:2013 (or latest version) Information Security Management System certification.	Valid ISO/IEC 27001 certificate with scope of certification and validity dates.		
3	The Data Center facility must be certified/rated as a minimum Tier III facility (Uptime Institute Tier III Certification, or equivalent TIA-942 Tier III rating) for Design and/or Constructed Facility.	Copy of Tier III Certification (Design/Facility) from Uptime Institute or equivalent accredited body.		
4	The Bidder / Data Center must be empanelled with the Ministry of Electronics and Information Technology (MeitY), Government of India, as an empanelled Data Center / Cloud Service Provider.	Valid MeitY empanelment certificate/letter, with validity period.		
5	The Bidder must have a minimum annual turnover of Rs. 2 Cr in each of the last 3 financial years.	Audited financial statements / CA-certified turnover certificate for the last 3 financial years.		
6	The Bidder / Data Center must have a minimum of 5 years of experience in providing data center hosting / co-location / cloud infrastructure services in India.	Certificate of Incorporation and/or self-declaration supported by client work orders/completion certificates.		
7	The Bidder must have successfully executed at least 3 similar hosting/co-location contracts of a minimum value of Rs. 5 Lakh each, with Government/PSU/large private sector clients in India, in the last 5 years.	Work orders / completion certificates / client reference letters.		
8	The Bidder should not have been blacklisted or debarred by any Central/State Government department, PSU or regulatory body in India as on the date of bid submission.	Self-declaration on the Bidder's letterhead, duly signed by an authorised signatory.		
9	The Bidder must hold a valid GST registration and PAN in India.	GST Registration Certificate; PAN Card copy.		
10	(Desirable) The Data Centre should additionally hold ISO 9001:2015, ISO/IEC 27017, ISO/IEC 27018, ISO/IEC 20000-1, ISO 22301, ISO 27701, ISO 14001, ISO 45001, or PCI-DSS certification(s).	Copies of applicable certificates, if held.		

Signature: _____

Name: _____

Designation: _____

Seal of Organisation

Annexure II Self-Declaration of No Blacklisting

(On the Bidder's letterhead)

To,

Managing Director & CEO
Haryana Knowledge Corporation Limited
Plot No. 1, 4th Floor, South Wing, HSIIDC IT Park,
Sector 22 Panchkula, Haryana - 134109

Subject: In reference to EOI: HKCL/eGov/2026-2027/03

I/We, the undersigned, hereby declare that our organisation / the Data Center owner on whose behalf we are bidding, has not been blacklisted, debarred or declared ineligible by any Central Government department, State Government department, Public Sector Undertaking, or any regulatory/statutory body in India, as on the date of this bid submission. I/We further declare that no criminal or fraud-related proceedings are pending against our organisation or its promoters/directors in relation to any Government/PSU contract.

I/We understand that any false declaration made herein shall render our bid liable for rejection and our organisation liable for debarment from future tenders of HKCL, without prejudice to any other legal remedy available to HKCL.

Signature: _____

Name: _____

Designation: _____

Seal of Organisation:

Annexure III Format of Covering Letter

(On the Bidder's letterhead)

To,

Managing Director & CEO
Haryana Knowledge Corporation Limited
Plot No. 1, 4th Floor, South Wing, HSIIDC IT Park,
Sector 22 Panchkula, Haryana - 134109

Subject: In reference to EOI: HKCL/eGov/2026-2027/03

Sir/Madam,

Having examined the EOI document, including all annexures and corrigenda issued in relation thereto, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services in conformity with the said EOI. We confirm that the information and documents submitted in our Bid are true and correct to the best of our knowledge. We agree to keep this bid/tender valid for a period of 90 (ninety) days from the date of opening of the Bid, and it shall remain binding upon us during this period.

We confirm that we have not been blacklisted/debarred by any Government/PSU entity in India.

Signature: _____

Name: _____

Designation: _____

Organisation: _____

Seal:

Annexure IV Format of Authorisation Letter from Data Center Owner

(To be issued on the letterhead of the Data Center owner, where the Bidder is a partner/reseller)

To,

Managing Director & CEO
Haryana Knowledge Corporation Limited
Plot No. 1, 4th Floor, South Wing, HSIIDC IT Park,
Sector 22 Panchkula, Haryana - 134109

Subject: In reference to EOI: HKCL/eGov/2026-2027/03

Sir/Madam,

We, [Insert Name of Data Center Owner], a company/entity incorporated under the laws of India, having our registered office at [Insert Registered Office Address] and operating a data center facility at [Insert Data Center Facility Address] ("our Data Center"), do hereby authorise M/s [Insert Name of Bidder/Partner], having its registered/corporate office at [Insert Bidder's Address] ("the Bidder"), to submit a proposal on our behalf, and to act as our duly authorised partner/reseller, in response to the above-referenced EOI issued by Haryana Knowledge Corporation Limited ("HKCL") for empanelment of Indian data centers / authorised partners for hosting, co-location and managed IT infrastructure services.

In connection with the above, we confirm, undertake and authorise as follows:

1. Ownership and status of the facility: Our Data Center is owned/operated by us and is physically located within India, and we are the lawful owner/operator entitled to grant this authorisation.

2. Certifications: Our Data Center holds a valid ISO/IEC 27001:2013 (or latest version) certification, a minimum Tier III certification (Design and/or Constructed Facility) from Uptime Institute or an equivalent accredited body, and is empanelled with the Ministry of Electronics and Information Technology (MeitY), Government of India, as an empanelled Data Center/Cloud Service Provider, true copies of which certificates have been provided to the Bidder for enclosure with its Bid.

3. Scope of authorisation: The Bidder is authorised to sign the Bid and all related documents on our behalf, and to represent us for all purposes connected with this EOI, including empanelment, execution of the Empanelment Agreement, and the quoting and negotiation of rates for, and execution of, any Work Order(s) issued pursuant thereto, for the entire Empanelment Period referred to in Section 4.3 of the EOI, including any extension thereof.

4. Commitment to provide infrastructure: We confirm that the hosting, co-location and managed IT infrastructure services offered in the Bidder's proposal shall actually be provided at our aforesaid Data Center facility, and we undertake to make available the necessary infrastructure, capacity and technical support required to fulfil the obligations undertaken by the Bidder under the EOI and any resulting Work Order(s).

5. No blacklisting: We confirm that our organisation has not been blacklisted, debarred or declared ineligible by any Central Government department, State Government department, Public Sector Undertaking, or any regulatory/statutory body in India, as on the date of this authorisation.

6. Irrevocability during bid validity: This authorisation shall remain valid, binding and irrevocable for the duration of the bid validity period specified in the EOI, and, if the Bidder is empanelled, for the entire Empanelment Period, unless replaced by a fresh authorisation letter furnished to and accepted by HKCL in writing.

Signature: _____

Name: _____

Designation: _____

Seal of Data Center Owner:

Annexure V Undertaking on Data Protection, Confidentiality and Information Security

(On the Bidder's letterhead)

To,

Managing Director & CEO
Haryana Knowledge Corporation Limited
Plot No. 1, 4th Floor, South Wing, HSIIDC IT Park,
Sector 22 Panchkula, Haryana - 134109

Subject: In reference to EOI: HKCL/eGov/2026-2027/03

We, [Insert Bidder Name], undertake that:

- All data belonging to HKCL that is hosted, processed or accessed at our facility shall be maintained strictly within the territorial boundaries of India and shall not be transferred, replicated or backed up outside India without HKCL's prior written consent;
- We shall comply with the applicable provisions of the Digital Personal Data Protection Act, 2023, the Information Technology Act, 2000 and rules made thereunder, and the CERT-In Directions of 2022 (as amended), including timely reporting of security incidents;
- We shall maintain the confidentiality of all HKCL data and shall not use it for any purpose other than the performance of our obligations under the contract;
- We shall ensure that our employees, sub-contractors and agents with access to HKCL's data are bound by confidentiality and data-protection obligations no less stringent than those undertaken by us; and
- Upon expiry or termination of the contract, we shall securely return or destroy all HKCL data in our possession, and provide a written certificate of such return/destruction, save for data we are statutorily required to retain.

Signature: _____

Name: _____

Designation: _____

Seal: _____