



RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking, Ministry of Railways)

**Expression of Interest for Selection of Partner from Empaneled Business Associates or OEMs
or OEM's authorized partner/distributor**

for

**“Appointment of MSP for providing and managing the Infrastructure on Cloud for IT
Applications of MPPKVCL, Indore through RCA, for period of 5 years”**

EOI No: RailTel/WR/BPL/MPKVCL/EOI/2024-25/05 dated 20th July 2024

**Plot No. 17, 1st Floor, Raghunath Nagar, Near Shahpura Police station,
Bhopal MP-462039**

EOI NOTICE

**RailTel Corporation of India Limited, Plot No. 17, 1st Floor, Raghunath Nagar,
Near Shahpura Police Station, Bhopal MP - 462039**

EOI No: RailTel/WR/BPL/MPKVVCL/EOI/2024-25/05 dated 20th July 2024

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs from RailTel's Empaneled Partners or OEMs or OEM's authorized partner/distributor for the selection of suitable partner for participation for **"Appointment of MSP for providing and managing the Infrastructure on Cloud for IT Applications of MPPKVVCL, Indore through RCA, for period of 5 years"**

The details are as under:

1	Last date for submission of Bid response Packet against EOIs by bidders	23 th July 2024 at 16:00 Hours
2	Opening of Bid response packet of EOIs	23 th July 2024 at 16:30 Hours
3	Number of copies to be submitted for scope of work	One
4	EMD Amount	Rs. 1,00,000/- (Rupees One Lakhs Only)
5	Tender Fees & Processing Fees	Rs. 11180/-

The EMD should be in the favor of RailTel Corporation of India Limited payable at Mumbai through online bank transfer. Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.

RailTel Bank Details: Union Bank of India, Account No.317801010036605, IFSC Code - UBIN0531782, Branch name – Mahalaxmi Branch

Eligible Business Associates/OEMs/authorized partner or distributor of OEMs are required to direct all communications related to this Invitation for Eoi document, through the following Nominated Point of Contact persons:

Level:1 Contact: Sh. Anand Kumar
Position: Jt. General Manager/Marketing
Email: anandnkn@railtelindia.com
Contact: +91-9004444107

Level:2 Contact: Sh. Pavan Kumar Bhargava
Position: ED/TM/Bhopal
Email: pavan@railtelindia.com

Note:

1. Empaneled partners/OEMs/authorized partner or distributor of OEMs are required to submit soft copy (password protected PDF) of bid response packet (separate for Technical bid and Financial Bid) through an e-mail at bpltooffice@railtelindia.com duly signed by Authorized Signatories with Company seal and stamp. **The size of both the files should not exceed 20 Mb.**
2. **The OEMs need not be prior empaneled Business Associates, given their proven technical prowess. However, The EOI response is invited from eligible Empaneled Partners of RailTel only in case of participation by Business Associates.**
3. The password will be sought at the time of opening of the bid response packet.
4. All the documents must be submitted with proper indexing and page no.
5. This is an **exclusive arrangement with empaneled business associate/OEMs/ authorized partner or distributor of OEM of RailTel for fulfilling the end customer requirements.** Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected through this EOI (before and after submission of bid to prospective organization by RailTel). This undertaking has to be given with this EOI Response.
6. **Transfer and Sub-letting.** The Business Associate/OEMs/authorized partner or distributor of OEM has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

1. Introduction about RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Class- A Mini-Ratna Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

RailTel has approximately 60000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High- Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long-Distance Operator, International Long-Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



a) Carrier Services

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

b) Enterprise Services

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps & above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2 Mbps to several Gbps

- c) DATA CENTER Infrastructure as a service (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS):** RailTel has MeitY empaneled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications / Hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth & above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

- d) High-Definition Video Conference:** RailTel has unique service model of providing high-definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

e) Retail Services – RailWire

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering & maintaining broadband services and upto 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 4,00,000 subscribers on PAN Indian basis. RailTel can provide broadband service

across— Government PSU or any organization's officers colonies and residences.

2. Project Background and Objective of EOI

RailTel intends to participate in the work for "Appointment of MSP for providing and managing the Infrastructure on Cloud for IT Applications of MPPKVVCL, Indore through RCA, for period of 5 years"

RailTel invites EOIs from RailTel's Empaneled Partners/OEMs/authorized partner or distributor of OEMs for the selection of suitable partner for participating in above mentioned work for the agreed scope work. The empaneled partner/OEMs/authorized partner or distributor of OEMs is expected to have excellent execution capability and good understanding customer local environment.

3. Scope of Work

The scope of work is "Providing and managing the Infrastructure on Cloud for IT Applications of MPPKVVCL, Indore through RCA, for a period of 5 years" as per their requirement.

The above scope of work is indicative, and the detailed scope of work will be shared after the completion of the EOI process.

In case of any discrepancy or ambiguity in any clause/specification pertaining to the scope of work area, the decision of the end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included.)

Special Note: RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal. Scope of Work and payment terms shall be on a back-to-back basis as per the end customer RFP.

4. Response to EOI guidelines

4.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English in password protected PDF file through an email (size of email should not exceed 20Mb) to bpltooffice@railtelindia.com.

4.2 RailTel's Right to Accept/Reject responses

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or Business Associate/OEM/authorized partner or distributor of OEM or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

4.3 EOI response Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

4.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for 90 days from the date of submission.

4.5 Bidding Process

The bidding process as defined in para 9.

4.6 Bid Earnest Money (EMD)

- 4.6.1 The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer.
- 4.6.2 Offers not accompanied with valid Earnest Money Deposit shall be summarily rejected.
- 4.6.3 In case of Business Associate's offer is selected for bidding, a BA has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid as and if applicable) for the bid to RailTel. The selected Business Associate shall have to submit a Bank Guarantee against EMD in proportion to the quoted value/scope of work to RailTel before submission of bid to end customer, as and if applicable.
- 4.6.4 EMD can be received in the form of bank Guarantee/Online Bank Transfer/ Fixed Deposit. Bank guarantee has to be confirmed with the Structural Financial Messaging System (SFMS) confirmation from the issuing Bank in favor of RailTel. In case of Fixed Deposit, lien in favor of RailTel is to be ensured. However, EMD amount equal or less than Rs. 5 Lakhs shall be sought only in Online Bank transfer.

4.6.5 The validity of such EMD shall be maintained till the finalization of end Customer RFP/Tender i.e. award of order and till submission of Performance Guarantee of requisite value required by end customer on back-to-back basis.

4.6.6 **Return of EMD for unsuccessful Business Associates:** Final EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process (i.e. after pre-bid agreement is signed with the selected partner)

4.6.7 **Return of EMD for successful Business Associate:** Final Earnest Money Deposit (balance proportionate EMD) if applicable of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit /Performance Bank Guarantee as applicable (clause no. 4.7) from Business Associate whichever is later.

4.6.8 **Forfeiture of Token EOI EMD or EMD (balance proportionate EMD) and or Penal action as per EMD Declaration:**

4.6.8.1 The EOI EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.

4.7 Security Deposit / Performance Bank Guarantee (PBG)

4.7.1 In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel.

4.7.2 As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.

4.8 Last date & time for Submission of EOI response

EOI response must be submitted to RailTel at the email address specified in the preamble not later than the specified date and time mentioned in the preamble.

4.9 Modification and/or Withdrawal of EOI response

EOI response once submitted will treated, as final and no modification will be permitted except with the consent of the RailTel. No Business Associate shall be allowed to withdraw the response after the last date and time for submission.

The successful Business Associate will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited, and all interests/claims of such Business Associate shall be deemed as foreclosed.

4.10 Clarification of EOI Response

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Business Associate for clarification. The response should be in writing and no change in the price or substance of the EOI response shall be sought, offered or permitted.

4.11 Period of Association/Validity of Agreement

RailTel will enter into agreement with selected bidder with detailed Terms and conditions.

5. Pre-Qualification Criteria for Bidding Business Partner of RailTel.

A)	Technical Criteria:-	
i)	The MSP should have experience in Cloud along with associated storage and network workloads in following manner : (a) Setting up at least Five (5) Cloud Implementation Projects consisting of 25 VMs each. OR (b) Setting up of Cloud Projects/Cloud implementation Projects having total Cost worth at least INR 20 Cr, Out of which, Cloud components must be at least INR 2 Cr. For this criteria each projects having at least 2 Cr. Cost will only be considered. Out of the aforesaid projects (a & b), the MSP should have executed project (one or more) of any Government / Semi-Government Department / PSU / State undertaking. These Projects should have been executed during last three (3) Financial Years (2020-2021, 2021- 2022, 2022-2023)	In this support, copies of work orders/Work Contract Agreement along with Performance Certificate/ Work Completion Certificate / Proof of Supply of Material / Service activities provided by the Bidder should be enclosed. The documents shall invariably be in the name of the participated bidders/firms only and other than those, shall not be considered. Note:- 1. During cited period Ongoing Projects will be considered. 2. To evaluate cloud component value in work order CA certificate shall be accepted. CA Certificate as appear on ICAI against respective UDIN also be submitted of the customer tender duly seal signed.
ii)	A MSP/ Bidder must have authorization from the same CSP to participate in the bid and shall provide the services only from that CSP under this bid.	Certificate/Letter issued by the CSP.
iii)	The Bidder must have an agreement with the CSP to provide and meet the requirements laid down in SLA of this contract.	Letter of support/ Authorization Letter from the CSP to the Bidder for providing services for this particular tender/Project.
iv)	Bidder should have minimum of 10 Associates/Developers/Professional/ Solution Experts/Solution Architect on the proposed cloud platform. They should possess relevant global certification on Cloud computing from authorized CSP agency.	Self-Certificate of MSP & relevant Technical Certificates of resources

B)	Financial Criteria:-	
i)	The bidder should have sound financial capability. Bidder's annual turnover for the last financial year should be 4% of the value of the tender OR its aggregate turnover for the last five financial years should not be less than 40% of the value of the tender.	Turnover Certificate issued by the Chartered accountant certificated should contain UDIN No. issued by ICAI and extracts from the audited balance sheet and profit & loss for last 5 Financial year.
ii)	Empanelment of BA should not be expired as on date of submission	Copy of LOI issued by RailTel.

6. Compliance sheet.

S.No.	Particulars	Criteria for Tender Package (Mandatory Compliance & Document Submission)
A)	Financial Conditions	
i)	The bidding is open to - Sole Bidder as a Partnership Firm registered by the Registrar of Firms and Societies in India. OR - Limited Liability Partnership formed under the Limited Liability Partnership Act, 2008 in India. OR - Companies registered in India under companies Act 1956 or Companies Act 2013. - Partnership Firm or LLP or Company should be in operational for last 5 years as on date of issue of this TENDER.	In case of Partnership Firm: a) Notarized Copy of certificate of registration of firms and societies. b) Notarized Copy of partnership deed. c) List of partners of the firm duly signed by any partner. d) Authority letter or consent letter signed by all partners in favour of any partner or any employee(s) of the firm or authorized person(s) acting on behalf of the firm, same shall be supported by a suitable Power of Attorney on Rs. 1000/- Non-Judicial Stamp paper. In case of LLP Firm: a) Certificate of registration and Certificate of Change in Name, if applicable. b) Limited Liability Partnership Agreement and supplementary Limited Liability Partnership Agreement, if applicable. c) List of present Designated Partners along with their name, address, telephone/mobile number and PAN duly signed by any Designated Partner; d) Signed copy of extracts of minutes of meeting of Designated Partners (by two Designated Partners at least) authorizing the Designated Partner(s) or any employee(s) of the LLP or authorized person(s) acting on behalf of the LLP Duly executed Power of Attorney on Rs. 1000/- Non-Judicial Stamp paper will be required in case of a company or a joint venture

		company, a Partnership Firm and a Proprietorship firm, authorizing any employee(s) of the company / firm or authorized person(s) acting on behalf of the company/firm, respectively. Further, the extracts of minutes of meeting of Designated Partners of the LLP, there should be a mention that a Power of Attorney will be executed duly signed by Designated Partner of the LLP, in cases, where any employee(s) of the LLP, or authorized person(s) acting on behalf of the LLP are authorised. In case of Company: a) Scanned copy of Certificate of Incorporation and Certificate of Commencement of Business if applicable, and Certificate of change in name, if applicable. b) Scanned Copies of Memorandum and articles of association c) List of its present directors along with their name, address, telephone/ mobile number and PAN duly signed by any Director of Company. d) Signed copy of Board resolution (by two directors at least) authorizing the Director(s) or any employee(s) of the Company or Authorized Person(s) acting on behalf of the company to execute bid document(s) and other correspondence with the Purchaser. In case of authorized person is an employee of the company then the same shall be supported by a suitable Power of Attorney on Rs. 1000/- Non-Judicial Stamp paper.
ii)	The MSP should have CMMI (Capability Maturity Model Integration) Level-3 or IEC/ISO-27001 certification (Software Development & Customization).	Relevant documents or certifications.
iii)	The MSP to submit compliance of Unpriced BOQ with seal & sign of authorized signatory of MSP & CSP on each page of Unprice BOQ as prescribed in SECTION – IXSCHEDULE – XVIII: Unprice BOQ	Compliance sheet of Unprice BOQ as prescribed in SECTION – IX-SCHEDULE – XVIII: Unprice BOQ

S No.	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
B)	Annexures	
i)	Annexure 1	Covering Letter: Self-certification duly signed by authorized signatory on company letter head.
ii)	Annexure 2	The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted.
		Self-certification duly signed by authorized signatory on company letter head.
iii)	Annexure 3	An undertaking signed by the Authorized Signatory of the company to be provided on letter head. The Bidder should not have been blacklisted/ debarred by any Governmental /Non-Governmental Organization in India as on bid submission date.
iv)	Annexure-4	Format for Affidavit to be uploaded by BA along with the tender documents.
v)	Annexure-5	Non-disclosure agreement with RailTel.
vi)	Annexure-6	BOQ of the RFP document. Price Bid Format to be submitted in separate password protected pdf.
vii)	Power of Attorney	Power of Attorney and Board Resolution in favor of one of its employees who will sign the Bid Documents.
viii)	Additional Documents to be Submitted	Technical Proposal with overview of the project with strength of the Partner.
ix)	Annexure - 9	Tender Document

7. Bidder's Profile

The bidder shall provide the information in the below table:

S. No.	ITEM	Details
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	GST Registration number	

8. Evaluation Criteria

- 8.1 The Business Associates are first evaluated on the basis of the Pre-Qualification Criteria as per clause 5 above.
- 8.2 The Business Associate who meets all the Pre-qualification criteria, their price bid will be evaluated. The Lowest (L1) price bidder will be selected and entered into agreement with for delivery of the work on back-to-back basis for the agreed scope of work.
- 8.3 RailTel reserves the right to further re-negotiate the prices with eligible L1 bidder. Selected bidder must ensure the best commercial offer to RailTel to offer the most winnable cost to customer.
- 8.4 RailTel also reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI. RailTel also reserves the right to negotiate the price with the selected bidder.
- 8.5 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

9. Payment terms

- 9.1 RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.
- 9.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end Customer organization.

10. SLA

The selected bidder will be required to adhere to the SLA matrix if/as defined by the end Customer. SLA breach penalty will be applicable proportionately on the selected bidder, as specified by the end Customer. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified by the customer. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on its scope of work.

11. Other Terms and Conditions

Any other terms and conditions in relation to SLA, Payments, PBG etc. will be as per the PO/agreement/Work Order/RFP of the end customer.

Note: Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid.

Annexure 1: Format for COVERING LETTER
COVERING LETTER (To be on company letter head)

Eol Reference No:

Date :

To,

RailTel Corporation of India Ltd.
Plot No. 17, First Floor,
Raghunath Nagar,
Near Shahpura Thana,
Bhopal, M.P. - 462039

Dear Sir,

SUB: Participation in the Eol process

Having examined the Invitation for Eol document bearing the ref. no. _____ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for Eol document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for Eol document.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for Eol document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our Eol is liable to be rejected.

We hereby Submit EMD amount of Rs. _____ issued vide _____ from Bank _____.

Authorized Signatory

Name

Designation

Annexure 2: Format for Self-Certificate & Undertaking
Self-Certificate (To be on company letter head)

Eoi Reference No:

Date:

To,

RailTel Corporation of India Ltd.
Plot No. 17, First Floor,
Raghunath Nagar,
Near Shahpura Thana,
Bhopal, M.P. - 462039

Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliances

- 1) Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
- 2) We agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected BA after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected BA fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected BA.
- 3) We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.
- 5) We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.

- 6) We understand and agree that RailTel is intending to select a BA who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.
- 7) We hereby agree to submit that in case of being selected by RailTel as BA for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.
- 8) We hereby undertake to sign Pre-Bid Agreement and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 1000/- in the prescribed Format.

Authorized Signatory Name & Designation

Annexure 3: Undertaking for not Being Blacklisted/Debarred

<On Company Letter Head>

To,

RailTel Corporation of India Ltd.
Plot No. 17, First Floor,
Raghunath Nagar,
Near Shahpura Thana,
Bhopal, M.P. - 462039

Subject: Undertaking for not Being Blacklisted/Debarred

We, Company Name, having its registered office at address _____
hereby declares that that the Company has not been blacklisted/debarred by any Governmental/ Non-
Governmental organization in India for past 3 Years as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

Annexure 4: Format of Affidavit

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-.

The paper has to be in the name of the BA) **

I..... (Name and designation)** appointed as the attorney/authorized signatory of the BA (including its constituents),

M/s..... (hereinafter called the BA) for the purpose of the EOI documents for the work of as per the EOI No.

..... of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the

behalf of the BA including its constituents as under:

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA)** and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.

8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT SEAL AND SIGNATURE
OF THE BA

VERIFICATION

I/We above named EOI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT SEAL AND SIGNATURE
OF THE BA

Place:

Dated:

****The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by BA. Attestation before Magistrate/Notary Public.**

Annexure-5: Non-Disclosure Agreement (NDA) Format

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is made and entered into on this _____ day of _____, 2024 (the “**Effective Date**”) at _____. By and between

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023, (hereinafter referred to as '**RailTel**'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

_____ (CIN: _____), a company duly incorporated under the provisions of Companies Act, _____ having its registered office at _____, (hereinafter referred to as '**_____**'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

RailTel and _____ shall be individually referred to as “Party” and jointly as “Parties”

WHEREAS, RailTel and _____, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non-technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the “**Information**”);

WHEREAS, the Parties have initiated discussions regarding a possible business relationship for _____.

WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the “**Disclosing Party**”) to the other Party (each Party, in such receiving capacity, the “**Receiving Party**”) subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

Permitted Use.

Receiving Party shall:

hold all Information received from Disclosing Party in confidence; use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the “**Representatives**”) who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate: is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party; at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party; is approved for release by written authorization of Disclosing Party; or is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

(c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorised disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

Designation.

Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:

written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

Cooperation. Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.

Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby. Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

No Obligation. Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.

Return or Destruction of Information.

All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:

termination of this Agreement; expiration of this Agreement; or

Receiving Party's determination that it no longer has a need for such Information.

Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.

Injunctive Relief: Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

Notice.

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

by personal delivery, when delivered personally; by overnight courier, upon written verification of receipt; or by certified or registered mail with return receipt requested, upon verification of receipt.

Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:

Attn: _____

Address: _____

Phone: _____

Email.: _____

Attn: _____

Address: _____

Phone: _____

Email: _____

Term, Termination and Survivability.

Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of ____years from the effective date hereof.

Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.

Notwithstanding the foregoing clause 9(a) and 9 (b), Receiving Party agrees that its obligations, shall: In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and not apply to any materials or information disclosed to it thereafter.

Governing Law and Jurisdiction. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.

Counterparts. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement

No Definitive Transaction. The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "**Final Agreement**"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

Settlement of Disputes:

The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

CONFIDENTIALITY OF NEGOTIATIONS

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

REPRESENTATION

The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.

ASSIGNMENT

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

NO LICENSE

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

RELATIONSHIP BETWEEN PARTIES:

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other cooperative entity between the parties for any purpose whatsoever. Neither party has any power or authority to bind the other party or impose any obligations on it and neither party shall purport to do so or hold itself out as capable of doing so.

20: UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)

_____ agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. _____ shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, _____ shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

MISCELLANEOUS. This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

_____:

RailTel Corporation of India Limited:

By _____

By _____

Name:

Name:

Title:

Title:

Witnesses

Annexure-6 Price bid as per the format of the MPPKVVCL Tender

OFFICE OF THE MD (WEST ZONE)
M. P. Paschim Kshetra Vidyut Vitaran Co. Ltd.,
G.P.H. Compound, Pologround, Indore



Tender Specification No.MD/WZ/06/PUR/TS-1783

Due for opening on:-26.07.2024 at 15:00 Hrs

(Online No-2024_MPPKV_352316_1)

**“Appointment of MSP for Providing & Managing
the Infrastructure on Cloud for IT Applications of
MPPKVVCL, Indore through RCA, for period of 5
Years”**

Issued by:

The Chief Engineer (Purchase)

O/o MD (West Zone),
M. P. Paschim Kshetra Vidyut Vitaran Co. Ltd,
G.P.H. Compound, Pologround,
Indore (MP)

Phone No: - 0731-2426144, 2426111, 2426204 & 2426203, Fax No: - 0731-2423300.

Website: - <https://www.mptenders.gov.in> & www.mpwz.co.in

Email: - sepurchase06@gmail.com

CIN No-U40109MP2002SGC015121

TENDER SPECIFICATION NO. 1783
Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of
MPPKVCL, Indore through RCA, for period of 5 Years
DUE FOR OPENING ON 26.07.2024 FROM 15.00 PM

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TS No. MD / WZ / 06 / PUR / TS-1783 due on 26.07.2024

“Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVCL, Indore through RCA, for period of 5 Years”

Amendment in NIT

Sub:-The detailed NIT No. MD/WZ/06/PUR/NIT-301/3629 dated 07.03.2024 regarding tender TS-1783 for Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVVCL, Indore through RCA, for period of 5 Years - **Amendment thereof.**

Online tendered have been invited through the publication of the NIT-301 dated 07.03.2024 for items /materials /services as per respective tender specification. The Pre-bid dates and Due dates of TS-1783 thereof are here by being extended & amended and read as follows:-

TS No.	Particular	Unit	Qty.	NIT Amount (In Rs. Lakh)	EMD (In Rs.)	Tender Fee (In Rs.)	Due date* of opening tender from 15:00 Hrs.	Pre-bid meeting to be held on date
1783	Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVVCL, Indore through RCA, for period of 5 Years	LS	LS	8100.00	1,00,000/-	10,000/-	26.07.2024	10.07.2024

All the other contents and conditions of the subject NIT remains unchanged & operative.

-Sd-
Chief Engineer (Purchase)
O/o MD, MPPKVVCL,
Indore

TENDER NOTICE

No. MD/WZ/06/PUR/NIT-301/3629

Indore, dated: 07.03.2024

NOTICE INVITING TENDERS

Online tenders are invited for supply of following items/services. The sealed bids will be received online on the e-portal <https://mptenders.gov.in> up to date & time indicated below. The online tenders will be opened in the office of the undersigned as mentioned in tender time schedule (key date). If desired, the bidder or their duly authorized representatives may remain present at the time of opening of tender: -

(A) Online tenders are invited for supply of following items as per TS:-

TS No.	Particular	Unit	Qty	NIT Amount in Rs. Lakh	EMD (In Rs.)	Tender Fee (In Rs.)	Due date* of opening tender from 15:00 Hrs.	Pre-bid meeting to be held on date
1755	33/11 KV, 5 MVA Power Transformer	No.	70	2847.90	1,00,000/-	10,000/-	16.04.2024	04.04.2024
1756	33/11 KV, 10 MVA Power Transformer	No.	29	2089.00	1,00,000/-	10,000/-	30.04.2024	04.04.2024
1757	11/0.433 KV, 200 KVA BIS Certified EEL-3 (Old)/EEL-2 (New) DTRs	No.	150	498.40	1,00,000/-	5,000/-	28.03.2024	22.03.2024
1758	11/0.433 KV, 315 KVA BIS Certified EEL-3 (Old)/EEL-2 (New) DTRs	No.	50	385.90	1,00,000/-	5,000/-	04.04.2024	22.03.2024
1759	ISI Marked Single phase 5-30 Amp Meter	No.	120786	931.26	1,00,000/-	10,000/-	07.05.2024	03.04.2024
1760	ISI Marked Three Phase 10-40 Amp Meter	No.	8537	180.38	1,00,000/-	5,000/-	09.05.2024	03.04.2024
1761	Three Phase Whole current smart meter with box and RF NIC card			323.60	1,00,000/-	5,000/-	16.04.2024	03.04.2024
	10-60 Amp	No.	3600					
	10-100Amp	No.	1700					
1762	Three phase 4 wire LT WC Smart Meter 10-100 Amp	No.	2281	279.30	1,00,000/-	5,000/-	24.04.2024	03.04.2024
1763	Current Transformers			638.60	1,00,000/-	10,000/-	07.05.2024	04.04.2024
	11 KV							
	200 - 100 / 5 - 5 A	No.	1335					
	300 - 150 / 5 - 5 A	No.	2312					
	600 - 300 / 5 - 5 A	No.	293					
	600 - 300 / 5 - 5 - 1A	No.	275					
	400 - 200 / 5 - 5 A	No.	228					
	33 KV							
	200 - 100 / 5 - 5 A	No.	617					
	200- 100/5-5-1 amp	No.	196					
	300-150/5-5 A	No.	564					
	400/200/5 -5 Amp	No.	21					
1764	11 KV & 33 KV - Metering Equipments			598.08	1,00,000/-	10,000/-	28.03.2024	20.03.2024
	11 KV							
	7.5 / 5 A	Nos.	170					
	15 / 5 A	Nos.	100					
	25/ 5 A	Nos.	22					
	33 KV							
	10 / 5 A	Nos.	460					
	20 / 5 A	Nos.	72					
	30 / 5 A	Nos.	30					
	50/ 5 A	Nos.	25					

TS No. MD / WZ / 06 / PUR / TS-1783 due on 26.07.2024

“Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVCL, Indore through RCA, for period of 5 Years”

TS No.	Particular	Unit	Qty	NIT Amount in Rs. Lakh	EMD (In Rs.)	Tender Fee (In Rs.)	Due date* of opening tender from 15:00 Hrs.	Pre-bid meeting to be held on date
	100/5 A	Nos.	20					
	200/5 A	Nos.	20					
	300/5 A	Nos.	10					
	400/5 A	Nos.	4					
1765	ISI Marked, DLMS Compliant, HT Tri-vector Meter of 0.5s Accuracy Class for 5 Amp for consumer metering Conforming to IS 14697/1999, Indian companion standard with its latest amendment along with class A power quality & harmonic measurement for potential bulk consumer along with CMRI, application software & Modem	No.	50	150.00	1,00,000/-	5,000/-	23.04.2024	03.04.2024
1766	121 KVAR, (6.98 KV) Capacitor units	No.	1020	90.64	90,640/-	2,000/-	24.04.2024	15.04.2024
1767	Fully Automatic Three Phase Calibration Test Bench (0.01s Accuracy Class)	No.	1	120.00	1,00,000/-	5,000/-	30.04.2024	18.04.2024
1768	Single & Three Phase Reference Meter			60.00	60,0000/-	2,000/-	08.05.2024	24.04.2024
	Single Phase reference Meter of Accuracy Class 0.1s	No.	4					
	Three Phase Reference Meter With Clamp 0.05 S Accuracy Class	No.	7					
	Three Phase Reference (ESS) Meter With Clamp 0.05 S Accuracy Class	No.	5					
1769	Portable Fully Automatic Electronic Phantom Loading Kit 3-Phase.	No.	3	33.00	33,000/-	2,000/-	09.05.2024	24.04.2024
1770	Power Quality Analyser for Harmonics Measurement	No.	3	33.00	33,000/-	2,000/-	09.05.2024	24.04.2024
1771	Calibrator of 0.005 accuracy class.	No.	1	100.00	1,00,000/-	5,000/-	28.05.2024	24.04.2024
1772	ISI Marked LT AB Cables			664.70	1,00,000/-	10,000/-	25.04.2024	04.04.2024
	3X50+1X16+1X35 Sqmm (insulated neutral messenger)	Km	78					
	3X70+1X16+1 X 50 Sqmm (insulated neutral messenger)	Km	100					
	3X95+1X16+1X70 Sqmm (insulated neutral messenger)	Km	50					
	3X120+1X16+1X70 Sqmm (insulated neutral messenger)	Km	50					
	3X25+1X25 Sqmm (Bare Messenger)	Km	95					
1773	Double compartment HT meter Box with TTB	No.	1235	91.40	91,400/-	2,000/-	19.04.2024	08.04.2024

TS No. MD / WZ / 06 / PUR / TS-1783 due on 26.07.2024

“Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVVCL, Indore through RCA, for period of 5 Years”

TS No.	Particular	Unit	Qty	NIT Amount in Rs. Lakh	EMD (In Rs.)	Tender Fee (In Rs.)	Due date* of opening tender from 15:00 Hrs.	Pre-bid meeting to be held on date
1774	RCA for Repairing & Testing of 33/11 KV BGP failed Power Transformers	No.	50	410.00	1,00,000/-	5,000/-	02.04.2024	22.03.2024
1775	Supply of plain stationery items [A-4 and U-1 size computer paper (75 GSM)] for One year for Corporate Office, MPPKVVCL, Indore	Reem (500 Sheet)	2799	8.4	8,400/-	1,000/-	04.04.2024	26.03.2024
1776	Supply & Installation of Office Furniture for various offices of MPPKVVCL Indore	No.	LS	4.20	4,200/-	100/-	19.04.2024	04.04.2024
1777	Relays			253.30	1,00,000/-	5,000/-	16.04.2024	05.04.2024
	Numerical Relay Communicable Type	No.	1628					
	Master Trip relay	No.	1537					
1778	Reconditioning & Testing of 33/11 KV PTRs through RCA	No.	296	851.4	1,00,000/-	10,000/-	16.04.2024	04.04.2024
1779	LT Service Cable (Armoured) ISI Marked			5795.49	1,00,000/-	10,000/-	24.04.2024	16.04.2024
	2 Core 4 Sqmm	KM	10564					
	2 Core 6 Sqmm	KM	3677					
	4 Core 6 Sqmm	KM	170					
	4 Core 10 Sqmm	KM	462					
1780	Steel Sections and Supports			5840.41	1,00,000/-	10,000/-	16.04.2024	05.04.2024
	WPB 160 x 160 mm, 30.44 Kg /Meter 13/11/9/7 mtr.	MT	3606.96					
	Rail poles 52 Kg / mtr	MT	49.91					
	MS Angle 75 x 75 x 6 mm	MT	98.89					
	MS Angle 65 x 65 x 6 mm	MT	298.65					
	MS Angle 50 x 50 x 6 mm	MT	45.65					
	MS Channel 100 x 50 x 6 mm	MT	651.77					
	MS Flat 50 x 6 mm	MT	1766.58					
	RS Joist 175 X 85 mm	MT	158.69					
	H-Beam- 152x152mm 37.1Kg/11 Long=408.1Kg	MT	30.00					

(B) Online tenders are invited for supply of following Services as per TS:-

TS No.	Particular	Unit	Qty	NIT Amount in Rs. Lakh	EMD (In Rs.)	Tender Fee (In Rs.)	Due date* of opening tender from 15:00 Hrs.	Pre-bid meeting to be held on date
1781	AMC with 24x7 onsite support for SCADA Master Control Facility(BMS) in Indore & Ujjain City for 02 years	Lot	1	54.00	54,000/-	2000/-	28.03.2024	21.03.2024
1782	AMC & Onsite Support of various IT Equipments installed at Advance Metering Infrastructure Control Centre MPPKVVCL, Indore for period of 3 Years	Lot	1	9.91	9,910/-	1000/-	23.04.2024	22.03.2024

TS No. MD / WZ / 06 / PUR / TS-1783 due on 26.07.2024

“Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVVCL, Indore through RCA, for period of 5 Years”

TS No.	Particular	Unit	Qty	NIT Amount in Rs. Lakh	EMD (In Rs.)	Tender Fee (In Rs.)	Due date* of opening tender from 15:00 Hrs.	Pre-bid meeting to be held on date
1783	Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVCL, Indore through RCA, for period of 5 Years	LS	LS	8100.00	1,00,000/-	10,000/-	26.04.2024	05.04.2024
1784	AMC of SCADA Equipments for period of 3 Years	LS	LS	213.47	1,00,000/-	5,000/-	19.04.2024	08.04.2024
1785	Hiring of Long Body Trucks			9027.58	1,00,000/-	10,000/-	30.04.2024	15.04.2024
	24 Feet (Type-19)	No.	32					
	32 Feet (Type-20)	No.	37					

* For updated / extended due dates for opening of tender (EMD in Envelope-A & Techno-commercial bid in Envelope-B) please refer to the online key dates.

Note:- All the participating firms outside of Madhya Pradesh are required to mandatorily pay the tender fee as well as EMD. Please refer the tender / NIT clauses for details in this regard.

- Other details can be seen in the complete tender documents available on e-portal <https://mptenders.gov.in> & our web site <http://www.mpwz.co.in>.
- Tender documents can be purchased only online and downloaded from <https://mptenders.gov.in> by making online payment for the prescribed **non-refundable** tender fees. Only in the case if the tender is dropped without opening, the tender fees shall be refunded after deduction of necessary portal charges. Manual purchase of tender is not allowed. The tender fee is inclusive of all applicable taxes.
- The Bid Data should be filled in and the Bid Seals of all the Envelopes and the documents which are to be uploaded by the Bidders should be submitted online as per time schedule (Key Dates).
- The relevant portion of tender which tenderers have to fill online would be available on above e-portal from date mentioned below. The Bidders shall have to submit their Bids online and upload the relevant documents / forms as per time schedule (Key Dates).
- Since the online bidders are required to sign their bids online using Class III-Digital Certificates only, hence they are advised to obtain the same at the earliest. For further information, bidders are requested to contact Madhya Pradesh State Electronic Development Corporation Ltd, State IT Centre, 2nd Floor, 47-A, Arera Hills, Bhopal-462011, Telephone No. 0755-2518500 / 269, E-mail: mptenders@mpsdc.com.
- Bidders intending to participate in the Tenders are required to get themselves acquainted/trained to the e-Procurement System. They are required to contact Madhya Pradesh State Electronic Development Corporation Ltd, to confirm their session in advance.
- The required amount of EMD shall be accepted through online payment only as per the clause of the **“Instructions for online bid submission”**.
The Bidders are required to invariably upload the valid documentary evidence of submission of online EMD (or EMD Exemption Certificate, if applicable) in Envelope-A without which the online offer i.e. Envelopes-B & C shall not be opened.
- No offer will be accepted without valid Earnest Money Deposit, unless exempted for it by the Company. If on opening of tender, it is revealed that EMD amount is inadequate / any other discrepancy is noticed, the tender shall be rejected.
- The corrigendum or addendum to the bidding documents, if any, as well as any change in due date(s) of opening of tender will be published on the websites. Company's website <http://www.mpwz.co.in> & the e-portal <https://mptenders.gov.in>, but will not be published in newspaper. Hence participant bidders are **advised to regularly visit the websites** until the bid opening. The Company shall not be responsible in any way for any ignorance of the bidders about the corrigendum or addendum or change in the due date(s) etc.

10. The company reserves the right to reject any or all the tenders or accept any tender in full or part as considered advantageous to the company, whether it is lowest or not, without assigning any reason whatsoever it may be.
11. *The tender document will be uploaded on the portal normally 7 days prior to the date of pre-bid meeting (if applicable) or 15 (Fifteen) days prior to the date of respective tender opening, whichever is earlier. The interested bidders are advised to regularly visit the portal for the purpose.*
12. **No submission in physical form shall be accepted at any stage during the online tender process.** Apart from online submission made till the due date of tender submission, no any further submission will be allowed. As such, bidder should ensure proper & full submission as required as per the tender terms, to qualify in the tender.
13. **The Micro & Small Enterprises (MSEs) of Madhya Pradesh only**, registered with District Industries Centre (DIC)/Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/Cair Board/NSIC/Directorate of Handicraft and Handlooms / Udyog Aadhar Memorandum (UAM) or any other body specified by Ministry of Micro, Small & Medium Enterprises on the date of opening of tender for the tendered item(s) shall be **exempted from payment of tender fee**. In support of above the bidders shall be required to upload the requisite documents on the portal of MP Tender, failing which their techno commercial bid shall not be considered for opening.

-Sd-
Chief Engineer (Purchase)
O/o MD, MPPKVVCL,
Indore

CRITICAL DATES & BASIC TENDER INFORMATION

Particulars	Details
Name of Work	Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVVCL, Indore through RCA, for period of 5 Years
Tender Specification Number	MD/WZ/06/PUR/TS-1783 due on 26.07.2024
Due date of submission of Tender (EMD + Techno-Commercial Bid Online)	25.07.2024 up to 15.00 Hrs.

Key Dates:-

Sr. No.	Tender Stage	Date & Time
1.	Publishing Date	01.07.2024 at 18:00 Hrs.
2.	Document Download/Sale Start Date	01.07.2024 at 18:30 Hrs.
3.	Pre-Bid Meeting Date	10.07.2024 at 15:00 Hrs.
4.	Bid Submission Start Date	18.07.2024 at 15:00 Hrs.
5.	Bid Submission End Date	25.07.2024 at 15:00 Hrs.
6.	Bid Opening Date	26.07.2024 at 15:00 Hrs.

Basic tender information:-

- Part-I (Envelop-1)-The bidder shall be required to deposit EMD online as specified in clause-5, section-1 of the tender specification and to upload a scan copy of the same in envelop-1. In case of exemption from payment of EMD as allowed in clause-5 (b), section-1 of the tender, bidder shall upload the scan copy of duly notarized documents as required in the above clause.
- Part-II (Envelop-2)- The bidders shall be required to upload following documents digitally signed in the envelop-2 which shall form Techno commercial bid.
 - Schedule-II, Detail of type test
 - Schedule-III, Source of procurement of material
 - Schedule-IV (A), (B) & (C)-Schedule of questionnaire
 - Schedule- V,VI, VII- Duly notarized Undertaking / Declaration by the Bidder
 - Schedule- VIII (A), (B)- Past Experience & Supply during last 5 years
 - Schedule-VIII (C), CA certificate against financial requirement of the tender
 - Schedule-IX, Details of quantity offered
 - Schedule-X (A), (B)- Commercial & Technical deviations
 - Schedule-XI, Guarantee technical particulars
 - Legible copy of Type Test Reports for the tendered items duly notarized.
 - Legible copy of BIS License for the tendered items duly notarized, if applicable.
 - Power of attorney/Resolution of the company authorizing a person to sign the documents in case of company registered under company act.

(The DISCOM may include/exclude any of the document as per their requirement)

In case of error-ness/ non-submission/ missing of any of the above documents, the purchaser will have full right to reject the bid or evaluate the bid with the documents submitted by the bidder, as the case may be. The purchaser may however ask the bidder for a clarification of its bid.
- Part-III (Envelop- 3) the bidder shall quote their rates online only in the BOQ and shall be kept in envelop-III schedule-I.
- The date of opening of financial/ price bid shall be informed separately. The bidders may please keep themselves updated of price bid opening from the e-portal.
- Pre-bid conference (as per Discom requirement).

-Sd-

**Chief Engineer (Purchase)
O/o MD MPPKVVCL, Indore**

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INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The bidders are required to submit soft copies of their bids electronically on the MP TENDERS Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the MP TENDERS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the MP TENDERS Portal.

More information useful for submitting online bids on the MP TENDERS Portal may be obtained at: <https://mptenders.gov.in/nicgep/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://mptenders.gov.in/nicgep/app>) by clicking on the link **“Online bidder Enrollment”** on the MP TENDERS Portal **which is free of charge**.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the MP TENDERS Portal.
- 4) Upon enrolment, the bidders will be required to register **their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage)** issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the MP TENDERS Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the MP TENDERS Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the MP TENDERS Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the

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names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder should prepare the EMD as per the instructions specified in the tender document. The bidder has to submit EMD by making Online payment on mptenders portal until unless not exempted from EMD.
- 4) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 5) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the Documents submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Bid Document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded Tender Documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid

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summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the Tender Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to MP TENDERS Portal in general may be directed to the 24x7 MP TENDERS Portal Helpdesk.

Contractors / Vendors / Bidders / Suppliers are requested to visit e-procurement portal of Govt. of Madhya Pradesh (<https://www.mptenders.gov.in>). The details and relevant links are available in the Bidders Manual Kit on the right pane of website which is furnished here-

S. No	Particulars	Downloads
1	Notice to Bidders	Notice_to_bidders_v906.pdf
2	Registration of Bidders	Bidder_Registration_Manual_Updated_v906.pdf
3	Uploading of My Documents	MyDocument_Updated_v906.pdf
4	Online e-Bid Submission	Three_Cover_Bid_Submission_New_v906.pdf Two_cover_bid_submission_new_v906.pdf Four_cover_bid_submission_new_v906.pdf Single_Cover_bid_submission_New_v906.pdf
5	Online Bid Withdrawal	bid_withdrawal_updated_v906.pdf
6	Online Bid Re-submission	Bid_Resubmission_Updated_v906.pdf
7	Clarifications (Tender Status, My Archive...)	Enquiry_Updated_v906.pdf
8	Trouble Shooting	troubleshoot_document_v906.pdf
9	BoQ Preparation Guidelines	ItemWise_BOQ_New_v906.pdf Percentage_BOQ_Updated_v906.pdf ItemRate_BOQ_Updated_v906.pdf

-Sd-
Chief Engineer (Purchase)
O/o MD MPPKVCL, Indore

SECTION-I

GENERAL INSTRUCTIONS TO BIDDERS

1. The Chief Engineer (Purchase), O/o MD (West Zone), M. P. P. K. V. V. Co. Ltd., Indore on behalf of “**The Madhya Pradesh Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore**” here-in-after referred to as “**Company**”, will receive sealed tenders / bids for **supply of materials / equipments / services** as per the specifications, at various places of M. P. Paschim Kshetra Vidyut Vitaran Co. Ltd., Indore.
2. The Bidders are requested to go through the General Instructions to the Bidders Section-I, General Terms & Conditions of purchase contained in Section-III and Special Terms & Conditions of purchase contained in Section-IV except as modified/laid-down hereunder. It may be noted that no conditions or stipulations to the contrary or which are inconsistent will be accepted.
Bidders are requested to ensure that all such schedules along with questionnaire (duly filled-in), are submitted along with their offer. ***The bidders should note that in absence of any of the schedules, as required in the tender, their offer shall be liable for rejection.***

3. Here are some of very important instructions which every bidder should read carefully for compliance before submitting the bid.

4. About MPPKVVCL, Indore

Madhya Pradesh Paschim Kshetra Vidyut Vitran Company Limited, Indore, also called ‘West Discom’) was incorporated as a Company wholly owned by the government of Madhya Pradesh under the Companies Act. 1956 on 31 May ‘02 to undertake activities of distribution and retail supply in the areas covered by the commissionaires of Indore. The government of Madhya Pradesh notified transfer scheme dated 31 May 2005 in which the assets and liabilities of MPSEB in the Company’s area of operation have been provisionally transferred to the Company. After the interim period from 1st July 2002 to 31st May 2005 the Company was carrying out the business on behalf of MPSEB, under O&M Agreement. The Company had started functioning independently from 1st June 2005.

The main objective of the Company is to achieve efficiency gains and make necessary changes to make the Company commercially viable, progressively self-sustainable and less government dependent and at the same time, balance the interest of the consumers with regards to quality of service and economical tariff. The Company’s plan includes among other things, metering, billing, collection, identification of the present deficiencies and the improvements to be made, mapping supply feeders, measurement of energy supplied to feeders and energy audit, study of losses and scheme for progressive reduction, reduction in input costs, handling of consumer affairs, investments required for improvements in the distribution system etc.

MPPKVVCL, Indore wishes to migrate its IT Applications hosted at data-centre to Cloud environment for reap its apparent benefits. Leading Cloud Service Providers (CSP) & Managed Service Providers (MSP) are invited to help MPPKVVCL, Indore in this endeavour by moving its IT Applications over to new Cloud environment and provide quintessential Cloud Services as per its changing requirement.

5. **Objective of the Bidding Document**

MPPKVVCL, Indore desires to engage a Managed Service Provider (MSP)/ Cloud Service Provider (CSP) for availing cloud services for moving their IT Application and Data on Cloud from its own data centre to reap its apparent benefits. It is desired to engage a MEITY empanelled service provider for a period of 5 years. This period can be extended by two (2) year by the purchaser (Optional to Purchaser but binding on Service Provider), on the same rates, terms & conditions of original contract award.

The total engagement period will be a maximum of 7 (5+2) years which shall be binding on the Service Provider.

Key objective of the project are as under-

- a) Engagement of Managed Service Provider to maintain the cloud environment and other infrastructure
- b) Successful migration of IT Application to Cloud environment keeping all functionalities intact.
- c) Up gradation of existing Platform (i.e. Operating System) of IT application to the latest version.
- d) Faster Provisioning: "IT infrastructure on request" for hosting of Applications as per requirements.
- e) Greater reliability: Minimization of operational issues on account of hardware failures.
- f) Cost Optimization: Aggregation of IT infrastructure (Hardware, Storage and Networking) and management resources at reduced price.
- g) Optimal utilization of resources to meet individual peak loads.
- h) Higher Security - Efficient and effective management of information security issues across cloud environment.
- i) Standardization of systems: Auto-scalability, Faster implementation cycle time and Stable and predictable physical and technical environment.
- j) Reduced administrative burden for MPPKVVCL, Indore by avoiding necessity of procurement, vendor management etc.
- k) Cost based on actual usage, thus to lead to reduced cost of infrastructure creation, monitoring, management for MPPKVVCL, Indore.
- l) Making arrangement for and maintaining backup of data in cloud.

6. Project Requirement

The Bidder (Service Provider) shall be responsible for provisioning the underlying system software, infrastructure and cloud services for deployment and hosting of the IT Application. While the minimum required compute, storage is mentioned in the RFP, it is expected that compute, storage, and bandwidth requirements may be auto-scaled (additional capacity based on the demand and auto-scaling rules) over the period of the contract in line with the transaction load to meet the SLA requirements. The solution must be architected and designed to leverage the cloud characteristics such as rapid elasticity and handle transient and hardware failures with minimum downtime. In addition to the production environment, the bidder may be asked to provision for the testing and training environments on the cloud infrastructure.

The Bidder will be responsible for adequately sizing the necessary compute, memory, and storage required and load balancing to meet the service levels mentioned in the RFP. While the initial sizing & provisioning of the underlying infrastructure (including the system software and bandwidth) as given in the RFP, the Bidder, based on the growth in the user load (peak and non-peak periods; year-on-year increase), will scale up or scale down the compute, memory, storage, and bandwidth requirements to support the scalability and performance requirements of the solution and meet the SLAs.

It is assumed that backup of IT Application is provisioned by the successful bidder in proposed cloud, meeting all the service requirements. In case of failure, automated processes should move customer data traffic away from the affected area. Applications should be deployed in such a way that in the event of a Data centre failure, there is sufficient capacity to enable traffic to be load balanced to the remaining sites, for which adequate bandwidth be available. The successful bidder

shall help to transfer the Applications and respective setup and data from MPPKVVCL, Indore Data Centre to the Cloud.

7. Place of Execution

The place of execution for the migration from the old infrastructure (on premise) to cloud environment based in India and with MeitY approved/ empanelled CSPs only. Also, given that Employer is primarily Indore, M.P. based, it is expected that as per the requirement of solution/ project, **bidder should deploy necessary resources at onsite for short terms as and when required.**

8. Roles and Responsibilities of various stakeholders under this Bidding Document

8.1 Employer's obligations:

Employer will be responsible for the following:

1. Provide details of the applications to be migrated along with the available operating procedures and documentations.
2. Provide setup and files of the applications to be migrated like executive files, support files, codes, etc.
3. Enable cordial handholding between existing application provider/ development team and new MSP to ensure smooth transition of the complete applications.

8.2 MSP's obligations:

The MSP shall be responsible for the support in migration of the applications and management of the project as per bidding Document T&C. Obligations through MSP are given below:

1. **The bidder will be responsible for migrating all applications from the on-premises data center to the cloud.**
2. **The bidder will also be responsible for managing database services for SQL Server, Oracle, and MySQL. This includes database support, maintenance, backup, migration and upgrade etc.**
3. MSP ensure the entire infrastructure (under the scope of this project) has support from CSP during the complete project duration.
4. MSP should be involved in Planning, Designing, Implementation, Documentation and Final Acceptance to make sure that proposed solution should work seamlessly as per tender requirement.
5. Quality Assurance of the solution: MSP shall obtain the Expert Review Services from the CSP. It shall also obtain from the CSP an independent and objective review of the solution and the methodology, Identification of any risks to the project goals and recommendation for appropriate corrective action. The aim of the review is to ensure the appropriateness of the solution as configured, developed and deployed.
6. Involving the Key stakeholders of the critical components (hardware and operating system) to ensure that installations/ configurations/ integrations of the various components are performed according to the best practices.
7. After deployment validate the design and ensure the same to be as per their best industry practices.
8. **MSP shall be responsible to get the CSP to do a yearly audit (which may include on-site and/or remote audit) the availability, performance, usage of the solution deployed by them, share their reports and issue a compliance certificate. MSP will supply, install and maintain infrastructure including cloud setup and WAN connectivity setup maintenance and support to cloud environment.**
9. **MSP shall help MPPKVVCL, Indore to transfer the data from existing storage/server to the cloud platform**

9. VALIDITY OF BIDS

Offers should be kept open for acceptance for at least 180 days from the date of opening. Those who do not agree for a validity of 180 days will do so at their own risk and no request for extending the validity is likely to be made from this office. However, if due to any circumstances, beyond control, bidders are advised to extend the validity, they shall not be permitted to revise their rates, offer any rebate or concession while extending the validity which may materially result in any reduction or increase in the computed prices of their original offer.

10. EARNEST MONEY

The bidder shall deposit the Earnest Money vis-à-vis the value of the tender offered as per the table given below:-

NIT Value	Earnest Money
Upto INR 50,000.	Nil
Above INR 50,000.	@1%, of Tender Value subject to minimum INR 1,000 and maximum INR 1 lac.

- i) **No offer will be accepted without Earnest Money Deposit, unless exempted by the Company.** If on opening of tender any discrepancy in EMD amount is noticed, the tender shall be rejected.
- ii) The required amount of EMD shall be accepted through online payment only. The Bidders are required to invariably upload the valid documentary evidence of submission of online EMD (or EMD Exemption Certificate if applicable) in Envelope-A without which online offer i.e., Envelopes-B & C shall not be opened.
- iii) **The following are exempted from payment of EMD:**
The Micro & Small Enterprises (MSEs) of **Madhya Pradesh** registered with District Industries Centre (DIC)/Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/Coir Board/NSIC/Directorate of Handicraft and Handlooms / Udyog Aadhar Memorandum(UAM) or any other body specified by Ministry of Micro, Small & Medium Enterprises on the date of opening of tender for the tendered item(s). The SSI units of MP registered with DIC shall be exempted from payment of EMD on production of valid competency certificate. In support of above the bidders shall be required to upload the requisite documents on the portal of MP Tender, failing which their techno commercial bid shall not be considered for opening
- iv) **Forfeiture of Earnest Money Deposit:**
The EMD may be forfeited:-
 - a) If a bidder withdraws or revokes its bid during the period of bid validity specified by the bidder.
 - b) If a bidder modifies its bid in any manner before the validity of the bid expires.
 - c) In the case of a successful bidder, if the bidder fails to furnish the Performance Security.
 - d) **In the event the bidder withdraws its bid after opening of price-bid, the firm may be debarred along with forfeiture of EMD.**
- v) **Return of earnest money to bidders.**
 - a) EMD shall be returned to the unsuccessful bidders, as soon as possible, after the tender is decided.
 - b) EMD of bidders on whom the orders have been placed, shall be returned on acceptance of Security Deposit.

11. Submission of Bid- Bidders shall submit the tender online only in following three parts.

- i. Part-I (Envelop-1)- The bidder shall be required to deposit EMD online as specified in clause-10, section-1 of the tender specification and to upload a scan copy of the same in envelop-1. In case of exemption from payment of EMD as

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allowed in clause-10 (iii), section-1 of the tender, bidder shall upload the scan copy of duly notarized documents as required in the above clause.

- ii. Part-II (Envelop-2)- The bidders shall be required to upload following documents digitally signed in the envelop-2 which shall form Techno commercial bid.
- a. Schedule-II, Detail of type test
 - b. Schedule-III, Source of procurement of material
 - c. Schedule-IV (A), General Information
 - d. Schedule-IV (B), Commercial Information
 - e. Schedule-IV(C)- Technical Information
 - f. Schedule- V, Duly notarized Undertaking / Declaration by the Bidder
 - g. Schedule- VI, Declaration-I
 - h. Schedule- VII, Declaration-II
 - i. Schedule- VIII (A), (B)- Past Experience & Supply during last 5 years
 - j. Schedule-VIII (C), financial information
 - k. Schedule-IX, Details of quantity offered
 - l. Schedule-X (A), (B)- Commercial & Technical deviations
 - m. Schedule-XI, Guarantee technical particulars
 - n. Schedule-XII, Check list
 - o. **Schedule XIII “PERFORMA FOR TECHNICAL BID”**
 - p. **Schedule XIV: Template for Pre-Bid Queries**
 - q. **Duly signed & stamped copy of complete tender document**
 - r. Board resolution authorizing the Director / authorized person of the company to execute bid document(s) and other correspondence with the Purchaser. In case of authorized person is an employee of the company then the same shall be supported by a suitable Power of Attorney on Rs. 1000/- Non-Judicial Stamp paper.
(The Discom may include/exclude any of the document as per their requirement)

In case of error-ness/ non-submission/ missing of any of the above documents, the purchaser will have full right to reject the bid or evaluate the bid with the documents submitted by the bidder, as the case may be. The purchaser may however ask the bidder for a clarification of its bid.

- iii. Part-III (Envelop- 3) the bidder shall quote their rates online only in the BOQ and shall be kept in envelop-III schedule-I.

12. DATE AND TIME OF OPENING OF BIDS - CHANGES

Tender shall be opened on the due date and time as notified in the presence of the bidders or their authorized representatives who may be present. If the due date of opening/ submission of tender documents are declared a holiday by the Central/ State Government or Local Administration, it will automatically get shifted to the next working day, for which no prior intimation shall be given. The tender opening shall be continued on subsequent days, in case the opening of all the tenders is not completed on the day of opening.

It may please be noted that the due date/ time of opening can be altered, extended, if felt necessary by the purchaser, without assigning any reason thereof. However, due intimation shall be communicated in such a case.

13. OPENING OF E.M.D. & COMMERCIAL AND TECHNICAL BID

The first envelope of Earnest Money Deposit shall be opened on the due date and time, as notified in the Notice Inviting Tenders. The requirement for EMD shall be verified and thereafter, the second part, i.e. the Commercial & Technical Bid, shall be opened on the same date in respect of eligible bidders.

14. REQUIREMENT FOR OPENING OF PRICE BIDS:

After opening of first two parts (i.e. Part-I and Part-II), the deviations from the Company's terms & conditions, if any, proposed by the tenderer in regard to Technical Bid, as per prescribed schedules given along with the tender documents, shall be notified and clarifications as may be required by Company, shall be submitted by the tenderers either at the time of scrutiny of tender or within the time prescribed. After opening of Part-I EMD and Part-II Techno-commercial bid scrutiny will be done. In case of error-ness/ non-submission/ missing of any of the above documents, the purchaser will have full right to reject the bid or evaluate the bid with the documents submitted by the bidder, as the case may be. The purchaser may however ask the bidder for a clarification of its bid.

The Price Bids of such offers shall be opened who have:-

- i. Accepted all Commercial terms & conditions and Technical Specifications.
- ii. Qualified the basic qualification of the bidder, conflicting interest clause, financial, supply capacity & minimum quantity to be quoted, unsatisfactory Performance criteria.

Please ensure that the Online documents furnished are legible.

15. GUARANTEED TECHNICAL PARTICULARS AND QUESTIONNAIRE

Not Applicable

16. UNSATISFACTORY PERFORMANCE

Even on fulfilment of all the criteria it may please be noted that:-

- i. Offers of those bidders whose work have been terminated or who have been debarred for future business with our company/ other Discoms of MP, may be summarily rejected.
- ii. In case of those bidders whose past performance has not been found to be satisfactory against previous tenders of the purchaser, they shall not be considered for opening of price bid. Some of the attributes to the poor performance of a bidder are as follows:-
 - **Non-execution of previous order(s).**
 - **Failures of Service in mass as reported/Noted by the Officer In-charge.**
 - **Non-Correction/Improvement of failed/defective Services timely.**

17. Pre-Bid Conference

- (i) The Purchaser shall arrange a Pre-bid conference of bidders on **10.07.2024 at 15:00** Hrs in the Corporate Office (Urja Parisar) of MPPKVVCL, Indore, to clarify various clauses of the Bid Documents to ensure uniformity in understanding the bid documents.
- (ii) Bidders are advised to attend the Pre Bid Conference so as to clear all ambiguities and doubts and to point any mistakes or shortcomings which might be visible in the Tender.
- (iii) The Purchaser reserves the right to change the clauses as emerging after pre-bid conference or as per its discretion. Details of any doubt(s) about instant Tender Specification and/or required clarification/ suggestion/ modification in any of the terms & conditions and/ or the specifications etc. must be sent sufficiently in advance to the Purchaser through post or (preferably) through e-mail to ***sepurchase06@gmail.com*** so as to reach at least two days before the scheduled date of pre-bid meeting to enable this office to provide necessary clarification/ modification during pre-bid meeting.
- (iv) The Purchaser also reserves the right to insert new clauses or post amendments to Tender Specification etc. The changes shall be notified through addendum/corrigendum posted on Purchaser's website and e-procurement Govt. website to get all concerned informed. Bidders may therefore regularly visit the

websites stated. The Purchaser shall not be responsible if some prospective bidder misses any Amendment/Addendum/ Corrigendum/ Due date extension related to the Tender.

18. AMENDMENT IN SPECIFICATIONS

The Purchaser may revise or amend the specification and drawing, prior to the date notified for opening of Technical Bid of tender. Such revision/ amendment, if any, will be communicated to all those who have bought the tender documents as Amendment/ Addendum to the invitation of tender on Purchaser's website and e-procurement Govt. website.

19. BIDS IN OPEN FORM

Open bids through Telegram/Fax will not be considered under any circumstances.

20. ALTERNATIVE BIDS

Bid should be submitted as per intent of Tender Documents; any alternative offers are liable for rejection.

21. MISTAKES IN BIDS

Rates should be quoted in both; figures and words. In case of ambiguity between rates in figures and words, lower of the two/beneficial to the Purchaser shall be considered. Such offers can also be rejected.

22. LUMP SUM BASED BIDS

In case prices for some items or all items are given as a lump sum, instead of unit prices as required in the tender specifications, Purchaser can summarily reject such incomplete tender.

23. PRINTED TERMS AND CONDITIONS IN BIDS

Supplier's printed terms and conditions will not be considered as forming part of the tender under any circumstances whatsoever.

24. ALTERATIONS/CORRECTIONS IN BIDS

Any alteration/correction in the tender document should be counter-signed. Further, no post tender alteration/correction shall be entertained.

25. INCOMPLETE BIDS

Tender offer which is incomplete or obscure is liable for rejection.

26. AMBIGUITIES IN CONDITIONS OF BIDS:-

In case of ambiguous or self-contradictory terms/conditions mentioned in the bid, interpretation as may be advantageous to the Purchaser shall be taken without any reference to the tender.

27. LANGUAGE OF BIDS

All tenders should be made in English only.

28. CANVASSING OF BIDS

Tenders shall be deemed to be under consideration, after opening of tender/ bid, till placement of order. During this period, the bidders or their authorized representatives or other interested parties are advised strongly, in their own interest, to refrain from contacting by any means any of the Purchaser's personnel or Representative, on matters relating to tender under process.

29. ACCEPTANCE OF PART/WHOLE BIDS-RIGHTS THEREOF

Purchaser reserves the right to accept/ reject wholly or partly any tender without assigning any reason whatsoever. The Purchaser in this regard shall not entertain any correspondence.

30. FILLING OF QUESTIONNAIRE /SCHEDULES

All the Questionnaire / Schedules along with specification are enclosed for technical/ commercial terms & conditions. It is compulsory on the part of the bidder to furnish all details as sought in these. In case, these are not filled in and enclosed with the offer, the Bid will be rejected.

31. DEVIATIONS FROM TERMS & CONDITIONS

Offers with deviations in the terms of payment, liquidated damages, security deposit and performance guarantee are liable to be rejected out rightly.

32. AUTHORISATION/LOCAL REPRESENTATIVE

Only authorized representative, possessing necessary authority letter (on Rs. 50/- non judicial stamp paper) from the bidder/supplier who have participated in the tender shall be allowed to attend the tender opening and further submission/collection of documents in the event of order.

33. CHANGE OF QUANTITY

The quantity indicated in the Schedule-I (Price & Quantity) is tentative and purchaser reserves the right to change the quantities of any or all items to the any extent for award of order/Purchase Order, as may be necessary, based on Purchaser's judgment/requirement. No correspondence shall be entertained into, neither discussed regarding change in quantity, nor any reason will be assigned thereof.

34. POOL RATES

The bidders are advised to quote their own individual rates. It may please be noted that if more than one bidder quotes the same rate, suggestive of a cartel, then such offers may not be considered by the Purchaser. It may also please be noted that the competitive rate quoted by each bidder may be one of the main criteria for quantity to be ordered on each successful bidder.

35. *The Purchaser reserves the right to accept/reject wholly and partly any tender without assigning any reason, whatsoever. No correspondence in this regard shall be entertained by the Purchaser.*

NOTE: The other terms & conditions of the tender as described in Section-III of (General Terms & Conditions of Purchase) and Section-IV: Special terms and condition of purchase shall also be applicable.

-Sd-

**Chief Engineer (Purchase)
O/o MD MPPKVCL, Indore**

SECTION-II

QUALIFYING CRITERION

1. Qualification Criteria

1.1. **BASIC QUALIFICATION OF BIDDERS:**

The Bid can be submitted by a Sole Bidder as a Partnership Firm registered by the Registrar of Firms and Societies, a Limited Liability Partnership formed under the Limited Liability Partnership Act, 2008, a company incorporated under the Companies Act, 1956/2013 or a Joint Venture of firms/companies, who are eligible to participate in tenders for public procurement in India in accordance with Applicable Laws including the guidelines issued in Order No. F/No.6/18/2019-PPD by Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23 July 2020, Order No. 9/16/2016-Trans-Part (2) dated 18 November 2020, latest Government of India Guidelines for Make in India, Domestically manufactured products, Atmanirbhar Bharat and circulars DIPP Office Memorandum No. P-45021/2/2017-PP (BE-II) date: 16th Sept. 2020, MeitY Circular No. 1(10)/2017-CLES dated 06.12.2019 and Order No. 11/05/2018-Coord by the Ministry of Power dated 17 September 2020 including any amendments or modifications to the same from time to time.

If at any stage of the bidding, any order/ ruling is found to have been passed in the last 1 (one) year preceding the Bid submission deadline by a competent Court of Law or any appropriate Commission or any Arbitral Tribunal against the Sole Bidder/ Lead Bidder/ any Joint Venture Partner or its Affiliates **for breach of any Contract awarded by any Government agency/department**, then Bids from such Bidders shall be liable to be rejected. All Bidders shall confirm in accordance to SCHEDULE – XXI (format of Covering Letter by Sole bidder/ Lead Joint Venture Partner) given in SECTION – IX that no such order(s)/ ruling(s) have been passed by a competent Court of Law or an appropriate Commission against it or its Affiliates. **In case of any such order/ ruling, it is the duty of the Bidder to inform Utility for the same during the Bid submission.**

Technically qualified Bidders shall continue to maintain compliance with the Eligibility and Qualification Requirements specified herein. Failure to comply with the aforesaid requirements shall make the Bid from such Bidders liable for rejection at any stage of the bidding process.

The bidder shall also provide satisfactory evidence that:-

- i. They are qualified Service Providers, who regularly provided the services of the type specified and have technical knowledge and practical experience as per Section-II Clause No.2 (ii-ix) & 3 of Pre-Qualification Eligibility Criterion for MSP & CSP respectively.
- ii. They do not anticipate change in the ownership during the proposed period of Purchase Order (if such a change is anticipated, the scope and effect thereof shall be defined) or in case of any change is anticipated in due course i.e. during the tender period, a written intimation be communicated to this office or during the period of execution of the award, a written permission should be sought from this office. In this regard bidder should submit undertaking duly sealed & signed on their company letter head.
- iii. They have financial stability and status to meet the financial obligations pursuant to the scope of the assignments as per Section-II Clause No.2.1-Financial of Pre-Qualification Eligibility Criterion.

- iv. They have Knowledge & Capacity available to perform the assignment properly and expeditiously within the time period specified in Section-IV: Special Terms & Condition of Purchaser clause No. 5 “Commencement of Works”.

1.2 The Bidder must be registered under GST Act and should produce copy of the GST registration certificate, failing which offer shall be rejected. However, if it is under taken by the bidder that GST registration is under process, in such case the price bid shall be considered for opening but the award will not be issued till registration under GST not submitted.

1.3 The Bid has to be submitted by MSP only with due authorization from respective CSP. CSP can also bid as MSP if it meets the qualifying requirements as MSP. Multiple bidders can propose same CSP and a single Bidder cannot propose multiple CSP. The bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. The Bidder (MSP) shall be responsible for meeting all obligations of the contract and the delivery of products and services mentioned in this RFP. The Bidder (MSP) would also be responsible for ensuring the successful execution of proposed solution including meeting the SLAs.

1.4 The Bidder (MSP) will be responsible for the supply, delivery and installation of all products & services submitted in their proposal, operating & maintaining Cloud infrastructure and services on time mentioned in the RFP.

1.5 Eligibility Requirements for Joint Venture:- Apart from meeting the above conditions,

1.5.1 Members of the Joint Venture shall enter into a binding Joint Venture Agreement, in the form specified at SCHEDULE – XX (the “Joint Venture Agreement”) given in SECTION – IX of TS-1783, for the purpose of submitting Bid. The Joint Venture Agreement, to be submitted along with the Bid, shall, inter alia:

- (a) convey the intent to comply with the terms and conditions of the CLOUD Contract in the event selected to undertake the Project; and
- (b) Clearly outline the proposed roles and responsibilities, if any, of each member.

1.5.2 In the event Selected Bidder a bidding Joint Venture, except in the case when a Central Public Sector Enterprise (CPSE) / Public Sector Undertaking (PSU) or Subsidiary/ Joint Venture of a CPSE/ PSU is the lead Joint Venture Partner, then the members of the Joint Venture shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Companies Act 2013 (the “SPV”), to execute the CLOUD Contract and implement the Project. In such a case, the Selected Bidder shall comply with the following requirements:-

- (a) The members of the Joint Venture shall ensure that they subscribe to 100% of the equity share capital of the SPV. The members of the Joint Venture shall hold shares in accordance with the shareholding pattern indicated in the Joint Venture Agreement for a period up to seven years;
- (b) The members of the Joint Venture shall continue to hold not less than 51% for the entire term of the CLOUD Contract;
- (c) The other member of the Joint Venture shall continue to hold not less than 10% of the equity of the SPV for the entire term of the CLOUD Contract. Changes, if any, in the equity of the Joint Venture can be made with an intimation to this office within 30 days of such change.
- (d) If equity is held by the Affiliates, Parent Company or Ultimate Parent Company, then subject to this Clause, such Affiliate, Parent Company or Ultimate Parent Company shall be permitted to transfer its shareholding in the SPV to another Affiliate or to the Parent Company / Ultimate Parent Company.

If any such shareholding entity, qualifying as an Affiliate / Parent Company / Ultimate Parent Company, is likely to cease to meet the criteria to qualify as an Affiliate / Parent Company / Ultimate Parent Company, the shares held by such entity shall be transferred to another Affiliate / Parent Company / Ultimate Parent Company.

Provided that in case the Lead Member or Sole Bidder is holding equity through Affiliate's, Ultimate Parent Company or Parent Company, such restriction shall apply to such entities.

Provided further, that the aggregate equity share holding of the Bidding Joint Venture or a Sole Bidder in the issued and paid-up equity share capital of the SPV shall not be less than hundred percent (100%) up to a period of seven (7) years and the lead Joint Venture Partner shall have the equity share holding not less than fifty one percent (51%). In case the Selected Bidder is a Bidding Joint Venture, then any Member (other than the Lead Member) of such Bidding Joint Venture shall be allowed to divest its equity as long as the other remaining Members (which shall always include the Lead Member) hold the minimum equity specified above. Changes, if any, in the equity of the Joint Venture can be made with an intimation to this office within 30 days of such change.

- (e) In case the Selected Bidder, is a Joint Venture and if it is required to invest in the equity share capital of the SPV through its Affiliate(s) or Ultimate Parent Company or Parent Company. Details of such investment will have to be specified in the Technical Bid of the TS-1783. If the Selected Bidder so invests through any Affiliate(s) or Ultimate Parent Company or Parent Company, the Selected Bidder shall be liable to ensure that minimum equity holding/lock-in limits as specified in aforesaid section.
- (f) For computation of effective Equity holding, the Equity holding of the Selected Bidder or its Ultimate Parent Company in such Affiliate(s) or Parent Company and the equity holding of such Affiliate (s) or Ultimate Parent Company in the SPV shall be computed in accordance with the example given below:

If the Parent Company or the Ultimate Parent Company of the Selected Bidder A directly holds thirty percent (30%) of the equity in the SPV, then holding of Selected Bidder A in the SPV shall be thirty percent (30%);

If Selected Bidder A holds thirty percent (30%) equity of the Affiliate and the Affiliate holds fifty percent (50%) equity in the SPV, then for the purposes of ascertaining the minimum equity/equity lock-in requirements specified above, the effective holding of Bidder A in the SPV shall be fifteen percent (15%). (i.e., $30\% \times 50\%$).

- 1.5.3 The Lead Bidder / Sole Bidder shall have a registered office (under the Companies Act 1956/ 2013 with Registrar of Companies) in India at the time of submission of the Bid. In case of Award of Contract, other Joint Venture Partner shall be required to have a registered office (under the Companies Act 1956/ 2013 with Registrar of Companies) in India.
- 1.5.4 The other Joint Venture Partner shall provide consent to the Lead Joint Venture Partner and make itself aware of all the proceedings of the bidding process and Project implementation through legally enforceable Joint Venture Agreement, power of attorneys, legal undertakings, etc. (if applicable) entered amongst all members of that Bidding Joint Venture including but not limited to those as prescribed in SCHEDULE – XX, SCHEDULE – XXII and SCHEDULE – XXIII given in SECTION-IX. In the

absence of duly executed formats, the Bid shall not be considered for evaluation and shall be rejected.

- 1.5.5 The Lead Joint Venture Partner shall be liable for the execution of the entire obligation in the CLOUD Contract in accordance with the terms and conditions thereof. Only the Lead Joint Venture Partner shall have the authority to conduct all businesses for and on behalf of the Joint Venture during the bidding process.
- 1.6 The Bidder, participating in the bid as a Sole Bidder, or as a Joint Venture Partner or as Lead Joint Venture Partner of a Bidding Joint Venture, and its Sub-Contractor(s) should not be blacklisted/ debarred/ banned/ suspended as on date of bid submission:-
- a) due to conviction of an offence
 - i. under the Prevention of Corruption Act, 1988; or,
 - ii. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing threat to public health as part of execution of a public procurement contract
 - b) through any order/ list issued by Department of Expenditure (DoE), Ministry of Finance (MoF)
 - c) Due to breach of code of integrity as per Rule 175 of GFRs 2017 in any Govt. Organization or regulatory agencies or Govt. undertaking.
 - d) By any Ministry/ Department/ Organization under the State Govt. of Madhya Pradesh.

This clause shall be interpreted in-line with Rule 151 of GFRs, 2017 along with any guidelines/ amendment issued by DoE, MoF. Bidder should submit a self-undertaking signed by its authorized signatories for the same as per the format prescribed in Schedule-XXI given in Section IX.”

- 1.7 The Lead Joint Venture Partner / Sole Bidder shall submit the Bid after submitting the Tender Fees and EMD/Bid Security as per the various terms, schedules and formats prescribed in this TS-1783. Further, The Lead Joint Venture Partner shall be the point of contact for the Joint Venture during the Bid process before award of the Project, and Utility shall communicate directly to the contact person appointed through the Power of Attorney as per Schedule-XXIV given in Section IX.
- 1.8 The Bidder may seek qualification on the basis of technical and financial capability of its Parent(s) and/ or its Affiliate(s), as defined in SECTION- II, for the purpose of meeting the qualification requirements. Authorization for use of such technical or financial capability shall have to be provided from its Parent(s) and/or Affiliate(s). A Bidder shall submit only one Bid in the same bidding process, either individually as a Sole Bidder or as a Lead Member of a Bidding Joint Venture. Any member of the bidding Joint Venture, including its Parent(s) and/or Affiliate(s), whose technical and financial capabilities are showcased for meeting the criteria as mentioned in Clause 2 of Section II, shall not separately participate directly or indirectly in another bid in the same bidding process for meeting the criteria as mentioned in Clause 2 of section II.

The determination of the relationship of Parent(s) and/or Affiliate(s) with the Bidder shall be on the date 7 (seven) Days prior to the Bid Submission Deadline. Documentary evidence to establish such relationship shall be furnished by the Bidder along with the Technical Bid.

If the Technically Evaluated Entity and/or Financially Evaluated Entity is an entity other than the Sole Bidder or a Member in a Bidding Joint Venture, the Sole Bidder or Member relying on such Technically Evaluated Entity and/or Financially Evaluated Entity will have to submit a legally binding undertaking supported by a board resolution from the Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent

Company, that all the equity investment obligations of the Sole Bidder or the Member of the Joint Venture shall be deemed to be equity investment obligations of the Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, and in the event of any default the same shall be met by such evaluated entity or by the Ultimate Parent Company. The Sole Bidder or the Joint Venture Partner shall have to provide information and documents relating to its relationship with such Technically Evaluated Entity and or Financially Evaluated Entity including details about the equity shareholding between them as per Schedule-XXV provided in Section IX.

The Technically Evaluated Entity may be the Sole Bidder or the Lead Member of a Joint Venture or an Affiliate or Parent of such Sole Bidder or the Lead Member, as the case may be.

- 1.9 The Qualified Bidder(s) will be required to continue to maintain compliance with the Qualification Requirements throughout the bidding process and till execution of the CLOUD Contract. Where the Technically Evaluated Entity and/or the Financially Evaluated Entity is not the Sole Bidder or a Member in a Bidding Joint Venture, as the case may be, the Sole Bidder or Member shall continue to be an Affiliate of the Technically Evaluated Entity and/or Financially Evaluated Entity till the execution of the CLOUD Contract. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage.

2. Pre-Qualification Eligibility Criteria for Managed Service Provider (MSP)

S. No.	Criteria	Documents required	In case of JV	
			Lead Joint Venture	Joint Venture Partner
(i)	The bidding is open to - Sole Bidder as a Partnership Firm registered by the Registrar of Firms and Societies in India. <u>OR</u> - Limited Liability Partnership formed under the Limited Liability Partnership Act, 2008 in India. <u>OR</u> - Companies registered in India under companies Act 1956 or Companies Act 2013. - Partnership Firm or LLP or Company should be in operational for last 5 years as on date of issue of this TENDER.	<u>In case of Partnership Firm:</u> a) Notarized Copy of certificate of registration of firms and societies. b) Notarized Copy of partnership deed. c) List of partners of the firm duly signed by any partner. d) Authority letter or consent letter signed by all partners in favour of any partner or any employee(s) of the firm or authorized person(s) acting on behalf of the firm, same shall be supported by a suitable Power of Attorney on Rs. 1000/- Non-Judicial Stamp paper. <u>In case of LLP Firm:</u> a) Certificate of registration and Certificate of Change in Name, if applicable. b) Limited Liability Partnership Agreement and supplementary Limited Liability Partnership	Must meet the criteria	

		Agreement, if applicable. c) List of present Designated Partners along with their name, address, telephone/mobile number and PAN duly signed by any Designated Partner; d) Signed copy of extracts of minutes of meeting of Designated Partners (by two Designated Partners at least) authorizing the Designated Partner(s) or any employee(s) of the LLP or authorized person(s) acting on behalf of the LLP Duly executed Power of Attorney on Rs. 1000/- Non-Judicial Stamp paper will be required in case of a company or a joint venture company, a Partnership Firm and a Proprietorship firm, authorizing any employee(s) of the company/firm or authorized person(s) acting on behalf of the company/firm, respectively. Further, the extracts of minutes of meeting of Designated Partners of the LLP, there should be a mention that a Power of Attorney will be executed duly signed by Designated Partner of the LLP, in cases, where any employee(s) of the LLP, or authorized person(s) acting on behalf of the LLP are authorised. <u>In case of Company:</u> a) Scanned copy of Certificate of Incorporation and Certificate of Commencement of Business if applicable, and Certificate of change in name, if applicable. b) Scanned Copies of Memorandum and articles of association	
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		c) List of its present directors along with their name, address, telephone/ mobile number and PAN duly signed by any Director of Company. d) Signed copy of Board resolution (by two directors at least) authorizing the Director(s) or any employee(s) of the Company or Authorized Person(s) acting on behalf of the company to execute bid document(s) and other correspondence with the Purchaser. In case of authorized person is an employee of the company then the same shall be supported by a suitable Power of Attorney on Rs. 1000/- Non-Judicial Stamp paper.		
(ii)	Bidder should have been in the IT / Software services for the last 5 years as on date of issue of this TENDER	Relevant work orders or Client certificates etc. issued in the name of bidder.	Criteria must be met by any one i.e. either Lead Bidder or JV/ Joint Venture Partner	
(iii)	The Bidder should not be under a declaration of Ineligibility for corrupt or fraudulent practices OR blacklisted by any Govt. /PSU organizations in India.	Self-declaration in Rs. 100/- Non-Judicial Stamp Paper with Notary.	Must meet the criteria	
(iv)	The MSP should have experience in Cloud along with associated storage and network workloads in following manner : (a) Setting up at least Five (5) Cloud Implementation Projects consisting of 25 VMs each. OR (b) Setting up of Cloud Projects/Cloud implementation Projects having total Cost worth at least INR 20 Cr, Out of which, Cloud components must be at least INR 2 Cr. For this criteria each projects having at least 2 Cr. Cost will only be considered. Out of the aforesaid projects (a &	In this support, copies of work orders/Work Contract Agreement along with Performance Certificate/Work Completion Certificate / Proof of Supply of Material / Service activities provided by the Bidder should be enclosed. The documents shall invariably be in the name of the participated bidders/firms only and other than those, shall not be considered. Note:- 1. During cited period Ongoing Projects will be considered. 2. To evaluate cloud component value in work	Must meet the criteria	Not applicable

	b), the MSP should have executed project (one or more) of any Government / Semi-Government Department / PSU / State-undertaking . These Projects should have been executed during last three (3) Financial Years (2020-2021, 2021-2022, 2022-2023)	order CA certificate shall be accepted. CA Certificate as appear on ICAI against respective UDIN also be submitted along with Schedule-XVII duly seal signed.		
(v)	A MSP/ Bidder must have authorization from the same CSP to participate in the bid and shall provide the services only from that CSP under this bid.	Certificate/Letter issued by the CSP.	Must meet the criteria	Not applicable
(vi)	The Bidder must have an agreement with the CSP to provide and meet the requirements laid down in SLA of this contract.	Letter of support/ Authorization Letter from the CSP to the Bidder for providing services for this particular tender/Project.	Must meet the criteria	Not applicable
(vii)	Bidder should have minimum of 20 Associates/Developers/ Professional/ Solution Experts/ Solution Architect on the proposed cloud platform. They should possess relevant global certification on Cloud computing from authorized CSP agency.	Self Certificate of MSP & relevant Technical Certificates of resources	Criteria must be met by any one i.e. either Lead Bidder or JV/Joint Venture partner	
(viii)	The MSP should have CMMI (Capability Maturity Model Integration) Level-3 or IEC/ISO-27001 certification (Software Development & Customization).	Relevant documents or certifications.	Must meet the criteria	Not applicable
(ix)	The MSP to submit compliance of Unpriced BOQ with seal & sign of authorized signatory of MSP & CSP on each page of Unprice BOQ as prescribed in SECTION – IX-SCHEDULE – XVIII: Unprice BOQ	Compliance sheet of Unprice BOQ as prescribed in SECTION – IX-SCHEDULE – XVIII: Unprice BOQ	Must meet the criteria	Not applicable

NOTE:-Document Requirement in case of criteria No.(iv): Experience of setting up above Shifting of workload, DC/DR, Network, Security, Cloud environment for self-use shall not be considered.

2.1. Financial:

The purchaser will take account of the following financial criteria to verify the qualification of the bidder. These criteria shall be evaluated on a **Pass–Fail** basis only:-

- i. The bidder should have sound financial capability. Bidder's annual turnover for the last financial year should be 10% of the value of the tender OR its aggregate turnover for the last five financial years should not be less than 100% of the value of the tender. If tender is issued in the month of September or prior to September then last 5 FY shall include the financial year ended in March of last year and in case tender is issued

after the month of September then last year should be financial year ended in March of current year.

- ii. The minimum working capital of the bidders at the end of last financial year/Bank utilization certificate- fund based (not more than 30 days from the date of opening of tender as per NIT) should be 5% of the value of the tender. The stated requirement should be submitted in the following format.

Sanctioned Cash Credit Limit / Overdraft limit	Utilization as on date	Balance as on date

- iii. In case a bid is submitted by a Joint Venture (JV), all the partners of the Joint Venture shall meet, individually, the qualification set forth at para-ii. above and collectively the requirement of para-i. above. The figures for each of the partner of the joint venture shall be added together to determine the bidder's compliance with the minimum qualifying criteria set out in para i. above; however, in order for a joint venture to qualify, the partner(s) of joint venture must also meet the following minimum criteria:

- (a) At least one partner shall meet, not less than 40% of the minimum criteria given at Para i. above

AND

- (b) Each of the other partner(s) shall meet not less than 25% of the criteria given at Para i. above.

- iv. Failure to comply with this requirement will result in rejection of the joint venture's bid. Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with qualifying criteria.

- v. One of the partners shall be nominated as Lead Partner, and the lead partner shall be authorized to incur liabilities and receive instruction for and on behalf of any and all partners of the joint venture and the entire execution of the contract including receipt of payment which shall be done exclusively through the lead partner. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.

- vi. Both the partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a copy of the agreement entered into by the joint venture partners having such a provision shall be submitted with the bid.

Important Note:- “The bidders are required to ensure & satisfy at their end that they are eligible and have submitted the scanned copies (duly sealed & signed by the authorized signatory for this tender) of all related documents/certificates against each and every Clause of the qualifying requirement as well as desired documents/duly filled forms (if any) as per requirement of the tender. In case of non-submission of any requisite documents of qualification requirements, the offers shall be liable for rejection, as no further submission is allowed, which is to be clearly noted. Only clarification about submitted documents/offers, required if any, same may be sought from this end.”

3. Pre-Qualification Eligibility Criterion for Cloud Service Provider (CSP)

S. No.	Criteria	Documents required
(i)	The Cloud Service Provider must be empanelled under MeitY (Ministry of Electronics and Information Technology).	Proof of valid Empanelment by MeitY (reference on MeitY website or Empanelment Certificate).
(ii)	The Cloud Service Provider must have	Letter from Statutory Auditors /

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	Average Annual Turnover of Rs.100 Crores in India or Rs. 1000 Crores globally from the Cloud and associated services. The Provisioning Services in India must be in any last three continuous Financial years among FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24	Certificate from Chartered Accountant on their letterhead / Audited Balance Sheet / Financial Statement mentioning the annual revenue from Cloud Provisioning and Associated Services. In case of foreign bidders, where details like financial statement or work completion records are not available as per Indian Accounting Standard and in INR, statement dated 31.03.2024 issued from bidder's Chartered accountant in Indian Accounting Standard and in INR will be considered for evaluation.
(iii)	CSP should have capability to provide dedicated server/host, where customer can get the option to leverage its existing Microsoft, Oracle, software license to deploy. Should have per host billing and provides visibility of number of sockets and physical cores (no other customer should share the same server). Customer should be able to provision dedicated servers/host from the same self-service portal which is offered by the CSP for provisioning all the other services related to compute, storage, network, security etc. The dedicated servers/host must be the part of the same Virtual Private Cloud in which all other application infrastructure is deployed.	Declaration on CSP Letter Head. Otherwise Confirmation from MSP to provide all required licenses to meet the existing configuration in virtual environment, without any additional cost to purchaser.
(iv)	CSP should have cloud architect level professional training & certification available CSP public URL & CSP Self in public domain so that any individual can obtain the training and certification.	Declaration on CSP Letter Head Link of CSP site showing Certification details, Online facility to apply for certifications, certification fees etc. Relevant document/ online Link to evident at least 1000 CSP certified professionals in the market
(v)	CSP should have capability to provide Managed Database Administration services for Oracle, MySQL, MSSQL, MariaDB, Postgres databases, NoSQL and Big Data . In case CSP is not able to provide managed services, the MSP is required to provide the same.	Self-Certification & relevant documentations.
(vi)	Certifications/ Compliances of the proposed Cloud Service Provider: SOC 1, SOC 2/SOC 3	Self – Certificates for SOC 1, SOC 2/SOC 3.

4. CONFLICT OF INTEREST

Bidder shall not have a conflict of interest with one or more parties. Participation by bidder(s) with a conflict of interest situation will result in the disqualification of all bids in which it is involved. Purchaser considers a conflict of interest to be a situation in which a party has interest that would improperly influence that party's performance of official duties or responsibilities, contractual obligations or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. A bidder may be considered to be in a conflict of interest with one or more parties if including but not limited to :-

- i. Have controlling shareholders as his/her family members viz. Spouse, Son, Daughter, Father, Mother or Brother in common, or.
- ii. Have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another bidder.
- iii. Has a close business or family relationship (Spouse, Son, Daughter, Father, Mother or Brother) with a professional staff of the employer (or of the project implementing agency, or of a recipient of a part of the loan) who; (i) are directly or indirectly involved in the preparation of the tender document or specifications of the contract, and / or the tender evaluation process; or (ii) would be involved in the implementation of supervision of such contract.

The bidders shall be requested to furnish following documents/undertaking in this regard:-

- a) Copy to latest Income Tax return/Permanent Account Numbers (PAN) of all the Partners/Directors (in case of Partnership Firm/LLP/Company/Joint Venture of firms/companies) along with names, addresses and telephone Nos. / Mobile Nos. of each Partner/Director.
- b) Latest partnership/ownership deed/ Limited Liability Partnership Agreement/ Certificate of Incorporation of the firm quoting the tender.
- c) Copy of list of present Designated Directors/ Partners along with their name, address, telephone/mobile number and PAN duly signed by any Designated Partner
- d) Power of Attorney to sign the tender documents and all correspondence before and after placement of order.
- e) "Regarding Serving Officer(s) or Employee(s) of the MP Discoms":
The bidder shall confirm that no serving Officer(s) or Employee(s) of the MP Discom is/ are partner(s) of the bidder's firm or having shares or has any interest in his /her firm. The Bidder shall further confirm that no partner of his / her firm has any close relationship (Spouse, Son, Daughter, Father, Mother or Brother) with any serving Officer(s) or Employee(s) of the MP Discoms.

5. EVALUATION OF OFFERS AND ACCEPTANCE OF TENDER

- i. The Purchaser may reject any or all tenders or to accept any tender considering advantageous to Purchaser whether it is the lowest offer or not without assigning any reason.
- ii. If any taxes are not quoted, the Purchaser reserves the rights to load the quoted prices as per the applicable rate of taxes prevalent at the time of bid evaluation for price comparison purposes. However, responsibility in this regard shall solely rest with bidder.

6. COMPUTATION OF LOWEST ACCEPTABLE RATE (L1)

Price bids of technically and financially qualified Bidders shall be opened and evaluated to find lowest quoted price. The bidder, who quotes lowest price (Grand Total Cost/Amount including all applicable taxes, duties and levies) in Schedule-I (E)

“Price Schedule”, shall be declared as L1 bidder, based on such lowest quoted Cost/Amount, the Purchaser will place Work order on such L-1 rates.

7. **PRICE CONSIDERATION ZONE (10% above Lowest Acceptable Rate)**

Not applicable

8. **DISTRIBUTION OF QUANTITY AMONGST ELIGIBLE BIDDERS**

Not applicable

9. **SNAP BIDDING**

- i. In case the Purchaser opts for snap bidding, then all the initial Price Bids shall be discarded by the purchaser and shall invite all the bidders, who were technically qualified, to submit the new Price Bids as per terms and conditions of the bidding document. The timeline for submission and price bid opening of such price bids shall be intimated separately to all such Bidders by the Purchaser. Bidders submitting new Price Bids electronically shall follow the electronic bid submission procedures specified in the bid document for resubmission of Price Bids.
The quoted price in the Price bid shall not be allowed to be increased above the L-1 rates. If any bidder bids above the lowest evaluated price during the initial bidding, his bid shall be treated as non-responsive and bidder shall not be considered for award.
- ii. In case any of the invited technically qualified bidder does not submit new Price Bid during the snap bidding then he shall not be considered for any further evaluation by the Purchaser.
- iii. Re-submitted new Price bids shall be again evaluated by the Purchaser as per terms and conditions of the bidding document. The Purchaser shall evaluate the price bids and derive the lowest evaluated bid (L1). However, in case, even after submission of new price bids by the bidders, the Purchaser has right to reject the lowest Evaluated Bid Price. If the bid is rejected by the purchaser then the entire bidding process shall be annulled.

-Sd-

Chief Engineer (Purchase)
O/o MD MPPKVVCL, Indore

SECTION-III

GENERAL TERMS & CONDITIONS OF PURCHASE

1. DEFINITIONS

In this Bid Document (including all the Sections & Schedules), unless the context otherwise requires, the terms given below shall have the following meanings assigned to them:

- (i) “Addendum” shall mean any other document issued to the bidders in addition to the bid document by the Purchaser in the context of this bidding process.
- (ii) “Agency” shall mean the successful bidder who has received the Letter of Award from the Purchaser to execute the Purchase Order.
- (iii) “Bid/Tender” shall mean the proposal/document that the bidder submits in the requested and specified form as mentioned in bid/tender documents.
- (iv) “Bidder” shall mean the firm/manufacturer/supplier who quotes the offer against a tender or enquiry.
- (v) “BG” shall mean Bank Guarantee.
- (vi) “Companies Act” shall mean The Companies Act, 1956 (as amended or replaced from time to time).
- (vii) “Competent Authority” shall mean the authorised person of the Purchaser.
- (viii) “Division office” Manage and control working of Sub-division office/DCs. Division Office operates under Circle office and have a number of Sub-division office/DCs.
- (ix) **“Effective date of contract” shall mean the date of signing of contract agreement.**
- (x) “EMD” shall mean Earnest Money Deposit.
- (xi) “Instruction” shall mean any drawings and/or instruction in writing, details, directions and explanations issued by the Purchaser from time to time to Agency.
- (xii) “Purchaser” shall means Madhya Pradesh Pashchim Kshetra Vidyut Vitran Company Limited, Indore.
- (xiii) “MPPKVVCL” shall means Madhya Pradesh Pashchim Kshetra Vidyut Vitran Company Limited, Indore.
- (xiv) **“Affiliate” shall mean a company or AIF or Foreign Investment Fund that either directly or indirectly: controls or is controlled by or is under common control with a Bidder and “control” mean either(i) ownership by one company or AIF or Foreign Investment Fund of 26% of the voting rights of the other company or AIF or Foreign Investment Fund, as the case may be or (ii) an AIF or Foreign Investment Fund that has the power to direct the management and policies by operation of law or contract;**
- (xv) “Parent(s)” shall mean an entity that is either (i) a Company or an AIF or a Foreign Investment Fund that holds at least twenty six percent (26%) of the paid - up equity capital directly or indirectly in the Bidder, as the case may be; or (ii)an AIF or Foreign Investment Fund that has the power to direct the management and policies by operation of law or contract;
- (xvi) **“Special Purpose Vehicle” or “SPV” shall mean a company incorporated under Companies Act, 2013 for the purpose of executing the CLOUD Project TS-1783.**
- (xvii)

Terms	Definition
Employer	Employer refers to the entity that is executing this project and is responsible for on-boarding the MSP (Managed Service provider).
RFP/ Tender Document	The complete description and scope document which includes the prescribed bid forms, scope of work, specifications, time lines, price formats etc.
Bid Proposal	The technical solution document and price proposal to be submitted by

	the system integrator.
Bidder	All MSP/CSPs who decide to participate their bid proposal
OEM	The hardware manufacturer of the IT infrastructure components
Application Vendor	The application software licenses provider
Go-Live	Go-Live includes the Operationalization and acceptance of the application functioning from the SI.
MSP	Managed Service provider needs to have the experience of migration of application to cloud infrastructure and management of application in cloud environment.

Abbreviations

Acronym	Full Form
AAA	Authentication Authorization & Accounting
APT	Advanced Persistent Threat
AV	Antivirus
CPU	Central Processing Unit
vCPU	Virtual Central Processing Unit
DC	Data Centre
DDoS	Distributed Denial of Service
D-D-T	Disk to Disk to Tape
DISCOM	Distribution Company
DR	Disaster Recovery
EOL	End of Life
EOS	End of Support
FC	Fibre Channel
FW	Firewall
GRC	Governance, Risk and Compliance
IAM	Identity and Access Module
ICT	Information and Communication Technology
IDS	Intrusion Detection System
IPS	Intrusion Prevention System
ILL	Internet Leased Line
IT	Information Technology
MPLS	Multi-Protocol Label Switching
NGFW	Next Generation Firewall
OEM	Original Equipment Manufacturer
PoC	Proof of Concept
QoS	Quality of Service
RAM	Random Access Memory
RPO	Recovery Time Objective
RTO	Recovery Point Objective
SDN	Software Defined Network
SI	System Integrator
SIEM	Security Information and Event Management
SWAN	State Wide Area Network
WAN	Wide Area Network
HA	High Availability

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MSP	Managed Service Provider
CSP	Cloud Service Provider
NBSP	Network Bandwidth Service Provider
VM	Virtual Machine.
MeitY	Ministry of Electronics & Information Technology
AIF	Alternative Investment Fund

2. Professional Project Management

Successful bidder shall execute the project with complete professionalism and full commitment to the scope of work and the prescribed service levels. Successful bidder shall attend regular Project Review Meetings scheduled by MPPKVVCL, Indore and shall adhere to the directions given during the meeting. Following responsibilities are to be executed by the Successful bidder in regular manner to ensure the proper management of the project:

- i. Finalization of the Project plan in consultation with MPPKVVCL, Indore and its consultant. Project Plan should consist of work plan, communication matrix, timelines, Quality Plan, IT Infrastructure Management Plan, etc.
- ii. Preparation and regular update of the Risk Register and the Mitigation Plan. Timely communication of the same to all the identified project stakeholders
- iii. Submission of Weekly Project Progress Reports
- iv. Monthly Compliance report, which will cover compliances to Project Timelines, Hardware and Software delivered, SLAs, etc.
- v. Use the Assets exclusively for the purpose of providing the Services as defined in the contract
- vi. Ensure the integration of the software with hardware to be setup and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to MPPKVVCL, Indore of this Project in an efficient and speedy manner
- vii. Successful bidder shall not use MPPKVVCL, Indore data to provide services for the benefit of any third party, as a service bureau or in any other manner

3. Acceptance of Deliverables and Testing

- (i) MPPKVVCL, Indore may nominate a technically competent agency/individual(s) for conducting acceptance testing and certification of the various requisite infrastructure to ensure a smooth, trouble free and efficient functioning of the Scheme or carry out these tasks itself;
- (ii) The agency/individual nominated by MPPKVVCL, Indore can engage professional organizations for conducting specific tests on the software, hardware, networking, security and all other aspects;
- (iii) The agency/individual will establish appropriate processes for notifying the Successful bidder of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the Successful bidder to take corrective action;
- (iv) Such an involvement of and guidance by the agency/person will not, however, absolve the Successful bidder of the fundamental responsibility of designing, installing, testing and commissioning the application & the infrastructure for efficient and effective delivery of services as contemplated under this RFP.

4. Use & Acquisition of Assets during the term

The Successful bidder shall:

- (i) Take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components, Deliverables used for the project and other facilities leased/owned/Operated by the successful bidder

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exclusively in terms of the delivery of the services as per this RFP (hereinafter the “Assets”) in proportion to their use and control of such Assets which will include all upgrades/enhancements and improvements to meet the needs of the project arising from time to time

- (ii) Term “Assets” also refers to all the hardware / Software / furniture / data / documentations/ manuals / or any other material procured, created or utilized by the Successful bidder or MPPKVVCL, Indore for implementation of IT Infrastructure solution.
- (iii) Keep all the tangible Assets in good and serviceable condition (reasonable wear and tear excepted) suitably upgraded subject to the relevant standards as stated in the bid to meet the SLAs mentioned in the contract and during the entire term of the Agreement
- (iv) Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets and which are provided to the Successful bidder will be followed by the Successful bidder and any person who will be responsible for the use of the Asset
- (v) Take such steps as may be recommended by the manufacturer of the Assets and notified to the Successful bidder or as may be necessary to use the Assets in a safe manner
- (vi) Ensure that the Assets are under the control of the Successful bidder, keep the Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them
- (vii) Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law
- (viii) Use the Assets exclusively for the purpose of providing the Services as defined in the contract
- (ix) Ensure the integration of the software with hardware to be setup and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to MPPKVVCL, Indore of this Project in an efficient and speedy manner
- (x) Successful bidder shall not use MPPKVVCL, Indore data to provide services for the benefit of any third party, as a service bureau or in any other manner.

5. Access to MPPKVVCL, Indore or nominated Agencies to Certain Locations

- (i) For so long as the Successful bidder provides services to MPPKVVCL, Indore or its nominated agencies location, as the case may be, on a non-permanent basis and to the extent necessary, MPPKVVCL, Indore as the case may be or its nominated agencies shall, subject to compliance by the Successful bidder with any safety and security guidelines which may be provided by MPPKVVCL, Indore as the case may be or its nominated agencies and notified to the Successful bidder in writing, provide the Successful bidder with:
 - (a) reasonable access to the location from where services are to be performed, in the same manner as granted to MPPKVVCL, Indore or its nominated agencies’ employees, as the case may be;
 - (b) subject to (a) above, reasonable work space, access to office equipment as mutually agreed and other related support services in such location and at such other locations MPPKVVCL, Indore as the case may, if any, as may be reasonably necessary for the Successful bidder to perform its obligations hereunder.
- (ii) Access to locations, office equipment and services shall be made available to the Successful bidder on an “as is, where is” basis by MPPKVVCL, Indore as the case may be or its nominated agencies. The Successful bidder agrees to ensure that its employees and agents shall not use the location, services and equipment referred to in RFP for the following purposes:

- (a) for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
- (b) in a manner which constitutes violation of any law or a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality).

6. Security and safety

- (i) The Successful bidder will comply with the directions issued from time to time by MPPKVVCL, Indore and the standards related to the security and safety in so far as it applies to the provision of the Services/Deliverables covered under this agreement
- (ii) Adherence to basic e-Governance Guidelines and Standards for data structure (if any) shall be adhered to.
- (iii) Successful bidder shall also comply with MPPKVVCL, Indore's information technology security and standard policies in force from time to time as applicable. MPPKVVCL, Indore shall share the relevant guidelines and standards to the Successful bidder upon signing of the Agreement.
- (iv) Successful bidder shall use reasonable endeavours to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to any unauthorized access (including unauthorized persons who are employees of any Party) or interference with MPPKVVCL, Indore's data, facilities or Confidential Information.
- (v) The Successful bidder shall upon reasonable request by MPPKVVCL, Indore or his/her nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- (vi) Successful bidder shall promptly report in writing to MPPKVVCL, Indore any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at MPPKVVCL, Indore.

7. Data Ownership

All the data created as the part of the project shall be owned by MPPKVVCL, Indore. The Successful bidder shall take utmost care in maintaining security, confidentiality and backup of this data. MPPKVVCL, Indore shall retain ownership of any user created/loaded data and applications hosted on Successful bidder's infrastructure and maintains the right to request (or should be able to retrieve) full copies of these at any time.

8. Events of Default, Termination and Suspension

i. Events of Default

The failure on the part of the BIDDER to perform any of its obligations or comply with any of the terms of the RFP shall constitute an Event of Default on the part of the BIDDER. The events of default as mentioned above may include, inter-alia, any or/and all of the following:

- (a) the BIDDER has failed to perform the obligations under the RFP;
- (b) BIDDER has exceeded the cap on the liquidated damages;
- (c) the BIDDER or its team has failed to conform with any of the Service Specifications as set out in the RFP;
- (d) the BIDDER has failed to demonstrate or sustain any representation or warranty made by it in the RFP, with respect to any of the terms of its Proposal and the RFP and the Agreement;
- (e) There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the BIDDER;
- (f) The BIDDER or its team has failed to comply with or is in breach or contravention of any Applicable Laws;

- (g) The BIDDER has failed to comply with any terms and conditions of the RFP;
 - (h) There is an undue delay (delay which cannot be justified or reasoned by the BIDDER, to the satisfaction of the Purchaser) in achieving the agreed timelines for delivering the services under the RFP due to reasons solely attributable to the BIDDER;
 - (i) Where it comes to MPPKVVCL, INDORE's attention that the BIDDER (or its Team) is in a position of actual conflict of interest with the interests of MPPKVVCL, INDORE, in relation to any of terms of the BIDDER's Proposal, the RFP as provided in the RFP.
 - (j) If it comes to knowledge of MPPKVVCL, INDORE that the BIDDER or any of its personnel or its sub-contractors or such sub-contractor's personnel have been involved in any fraudulent or corrupt practices or any other practice of similar nature.
- ii. Where there has been an occurrence of such Event of Defaults, inter alia, as stated above, MPPKVVCL, INDORE shall issue a notice of default to the BIDDER, setting out specific defaults / deviances / omissions and providing a period of up to thirty (30) days to enable the BIDDER to remedy the default/ deviances / omissions committed.
- iii. Where despite the issuance of a default notice to the BIDDER by MPPKVVCL, INDORE the BIDDER fails to remedy the default to the reasonable satisfaction of MPPKVVCL, INDORE, MPPKVVCL, INDORE may, where it deems fit, issue to the BIDDER another default notice or proceed to adopt such remedies as may be available to MPPKVVCL, INDORE including but not limited to the remedies provided in this RFP.
- iv. *Consequences for Events of Default*
- Where an Event of Default subsists or remains uncured even after expiry of 30 days as mentioned in this RFP, MPPKVVCL, Indore shall be entitled to:
- a) Impose any such reasonable obligations and conditions and issue any clarifications as may be necessary to ensure smooth continuation of the Services and the project which the BIDDER shall be obliged to comply with. The BIDDER shall in addition take all available steps to minimize loss resulting from such event of default.
 - b) Suspend all corresponding and relevant payments to the BIDDER under the Agreement (except for milestones which have been successfully achieved) by written notice of suspension to the BIDDER provided that such notice of suspension shall (a) specify the nature of failure; and (b) request the BIDDER to remedy such failure within a specified period from the date of receipt of such notice of suspension by the BIDDER.
 - c) Terminate the Agreement in full or in part.
 - d) Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce indemnity provisions, recover such other costs/losses and other amounts from the BIDDER which may have resulted from such default and pursue such other rights and/or remedies that may be available to MPPKVVCL, INDORE under law.
- v. *Termination for Material Breach*
- MPPKVVCL, INDORE may, terminate the Agreement forthwith where MPPKVVCL, Indore is of the opinion that the BIDDER has committed a Material Breach which is not capable of cure. For the purpose of this Clause, Material Breach would mean a breach by the BIDDER of any of its obligations under the Agreement which has or likely to have an Adverse Effect on the Project. Adverse Effect means material adverse effect on (a) the ability of the BIDDER to perform/discharge any of its duties/obligations under and in accordance with the provisions of the RFP and the Agreement and/or (b) the legal validity, binding nature or enforceability of the RFP and the Agreement.

vi. *Termination for Convenience*

MPPKVVCL, INDORE may, by written notice of 90 (ninety) days sent to the BIDDER, terminate the Agreement, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for MPPKVVCL, INDORE's convenience, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. MPPKVVCL, INDORE may, at its discretion, relax or absolve the BIDDER from following the timelines and/or service levels related to the part of the Agreement which is being terminated.

vii. *Termination of Agreement due to bankruptcy of the BIDDER*

Where the BIDDER's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the BIDDER, any failure by the BIDDER to pay any of its dues to its creditors, the institution of any winding up proceedings against the BIDDER or the happening of any such events that are adverse to the commercial viability of the BIDDER, the MPPKVVCL, Indore shall reserve the right to take any steps as may be necessary, to ensure the effective transition of the project to a successor vendor, and to ensure business continuity provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the MPPKVVCL, Indore.

viii. *Effects of Termination*

- a) In the event of expiry of the Term or termination of the Agreement due to any cause whatsoever, the BIDDER shall comply with the Exit Management Schedule/ Plan as set out in the RFP (and as revised from time to time).
- b) Where the termination of the Agreement is prior to its stipulated term on account of an Event of Default on the part of the BIDDER, MPPKVVCL, Indore shall pay the BIDDER for that part of the Goods and the Services which have been authorized by MPPKVVCL, Indore and satisfactorily delivered / performed by the BIDDER up to the date of termination.
- c) Where the termination of the Agreement is prior to its stipulated term on account of termination for convenience by MPPKVVCL, Indore. The MPPKVVCL, Indore shall pay the BIDDER for all the Goods and the Services which have been delivered by the BIDDER up to the date of termination.
- d) Nothing herein shall restrict the right of MPPKVVCL, Indore to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to MPPKVVCL, Indore under the RFP and the Agreement and/or the Applicable Law.
- e) Any and all payments under this clause shall be payable only after the BIDDER has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of MPPKVVCL, Indore. In case of expiry of the Agreement, the last due payment shall be payable to the BIDDER after the BIDDER has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of MPPKVVCL, Indore.

ix. *Rights other than Termination*

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the RFP and the Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

MPPKVVCL, Indore may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a

written notice of 30 days stating the reason for default to the Bidder and terminate the contract either in whole or in part:

- a) Where MPPKVVCL, Indore is of the opinion that there has been such Event of Default on the part of the Bidder which would make it proper and necessary to terminate this Contract and may include failure on the part of the Bidder to respect any of its commitments with regard to any part of its obligations under its bid, the RFP or under this Contract
- b) Where it comes to MPPKVVCL, Indore attention that the Bidder is in a position of actual conflict of interest with the interests of MPPKVVCL, Indore, in relation to any of services arising out of services provided under the resultant contract or this RFP
- c) If the Bidder fails to deliver any or all of the project requirements / operationalization / Operational Acceptance of project within the time frame specified in the contract; or
- d) If the Bidder fails to perform any other obligation(s) under the contract.

Prior to providing a notice of termination to the Bidder, MPPKVVCL, Indore shall provide the Bidder with a written notice of 30 days instructing the Bidder to cure any breach/ default of the Contract, if MPPKVVCL, Indore is of the view that the breach may be rectified.

On failure of the Bidder to rectify such breach within 30 days, MPPKVVCL, Indore may terminate the contract by providing a written notice of 30 days to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MPPKVVCL, Indore. In such an event the Bidder shall be liable for penalty imposed by MPPKVVCL, Indore.

In the event of termination of this contract for any reason whatsoever, MPPKVVCL, Indore is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the Bidder shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to MPPKVVCL, Indore and/ or succeeding vendor, as may be required, to take over the obligations of the Bidder in relation to the execution/ continued execution of the requirements of this contract.

9. Confidentiality

- i The Successful bidder recognizes that during the Term of the Agreement, sensitive data will be procured and made available to it and its agents and others working for or under the Successful bidder. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to MPPKVVCL, Indore whose data is used but also to its stakeholders. The function of MPPKVVCL, Indore requires the Successful bidder to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Clause will result in MPPKVVCL, INDORE and its nominees receiving a right to seek injunctive relief and damages, from the Successful bidder
- ii Bidder shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- iii Additionally, the Successful bidder shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- iv MP DICOMs shall retain all rights to prevent, stop and if required take the necessary punitive action against the Successful bidder regarding any forbidden disclosure.
- v Successful bidder should provide non-disclosure agreement, which shall be duly approved by the MPPKVVCL, Indore

- vi The Successful bidder may share the Confidential Information with its employees, agents and subcontractors but only strictly on a need to know basis. Successful bidder shall execute a corporate non-disclosure agreement **in the format provided by MPPKVVCL, INDORE and shall ensure that all** its employees and agents execute individual non-disclosure agreements with Successful bidder, which have been duly approved by MPPKVVCL, INDORE with respect to this Project..
- vii Except with the prior written permission of MPPKVVCL, INDORE, the Successful bidder (including all partners) and its Personnel shall not disclose such Confidential Information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Successful bidder and its Personnel make public the recommendations formulated in the course of, or as a result of the project. In matters pertaining to privacy of data, the Successful bidder (including all partners) shall not use any data for analytical/commercial reasons whatsoever.
- viii The confidential obligations of the Successful bidder shall survive post termination or expiration of the Term of the Agreement entered pursuant to this RFP.
- ix For the avoidance of doubt, it is expressly clarified that the previously mentioned provisions shall not apply to the following information:
 - A. Information already available in the public domain;
 - B. Information which has been developed independently by the Successful bidder
 - C. Information which has been received from a third party who had the right to disclose the aforesaid information;
 - D. Information that has been disclosed to the public pursuant to a court order.

10. Transfer of risk and ownership in Goods

- i. Subject to the terms of the RFP and the Agreement, Successful bidder shall sell, assign, convey, transfer and deliver to MPPKVVCL, INDORE, and MPPKVVCL, INDORE shall purchase, receive and accept from the Successful bidder, all right, title and interest in and to the Goods required to be provided by the Successful bidder as per the RFP. The Successful bidder shall not make any substitute for the Goods of any other model, capacity, or manufacturer without the prior written consent of MPPKVVCL, INDORE which consent shall not be unreasonably delayed or withheld.
- ii. The Successful bidder shall arrange for delivery of the Goods to the delivery/installation site identified by MPPKVVCL, INDORE (the “Delivery Site” OR “Installation Site”) as per the Timelines provided in the RFP unless otherwise notified by MPPKVVCL, INDORE. In addition to paying all transportation charges for the Goods, the Successful bidder shall insure, and pay all insurance charges for the Goods till the time of transfer of title and ownership of Goods to MPPKVVCL, INDORE.
- iii. Ownership of Goods that are part of this Agreement shall pass to MPPKVVCL, INDORE upon acceptance in accordance with the conditions of the RFP and the Agreement and to the entire satisfaction of MPPKVVCL, INDORE and an acceptance notification is provided by MPPKVVCL, INDORE to the Successful bidder. The Successful bidder shall execute such documents as may be required by MPPKVVCL, INDORE for documenting the transfer of title and ownership of Goods. Upon transfer of ownership of the Goods to MPPKVVCL, INDORE, the Successful bidder shall treat such Goods as Assets as detailed above in the RFP.

11. Warranty Support and Service

General: The warranties and remedies provided in this Clause are in addition to, and not in derogation of, the other warranties provided in the RFP and the two are to be read harmoniously.

A. Warranty for Goods:

- I. SUCCESSFUL BIDDER shall provision a comprehensive warranty and support applicable on all goods / solutions supplied under the RFP by the respective OEMs and the warranties shall be passed on to MPPKVVCL, INDORE. The Successful bidder shall be responsible for making any and all claims under the warranty on behalf of MPPKVVCL, INDORE. Subject to the foregoing, any warranties or indemnities for the Third Party items used will be provided purely on a pass through basis.
- II. SUCCESSFUL BIDDER shall provide ATS/AMC for the Goods and Software/solutions provided by the respective OEMs for the period specified in the RFP. The ATS should include updates and patches to the respective Software / solution for the above stated period.
- III. The Successful bidder also warrants that the Goods supplied under the Agreement are new, non-refurbished, unused and recently manufactured; shall not be nearing end of sale or end of support, and shall be supported by Successful bidder along with the services and spares support to ensure its efficient and effective operation for the entire duration of the Agreement.
- IV. SUCCESSFUL BIDDER warrants that the Goods supplied under the Agreement shall be of the Standard grade and quality and consistent with the established and generally accepted standards of materials of this type. The Goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in Goods, unless provided otherwise in the Agreement, shall also be made available.
- V. SUCCESSFUL BIDDER further warrants that the Goods supplied under the RFP shall be free from all encumbrances and that MPPKVVCL, INDORE shall acquire good and clear title on the Goods.

B. Warranty for Software

The Successful bidder represents warrants and covenants that the Software will be free of material programming errors and will operate and conform to the specifications as laid down in the RFP. The Successful bidder also represents, warrants and covenants that the medium on which the Software is contained when delivered to MPPKVVCL, INDORE will be free from defects in material or workmanship and shall be free from any viruses, bugs, Trojan, spywares etc.

C. Warranty for Services

The Successful bidder warrants that all services under this RFP will be performed with promptness and diligence and will be executed in a workmanlike and professional manner, in accordance with the practices and high professional standards used in well-managed operations performing services similar to the services under this RFP. The Successful bidder represents that it shall use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services hereunder.

- I. MPPKVVCL, INDORE shall promptly notify the Successful bidder in writing of any claims arising under this warranty.
- II. Upon receipt of such notice, Successful bidder shall, as soon as possible and at the Successful bidder's sole cost repair, rectify, defective goods or replace such goods with similar goods free from defects. Any goods repaired or replaced by the Successful bidder shall be delivered at MPPKVVCL; INDORE's designated premises without costs to MPPKVVCL, INDORE. Notwithstanding the foregoing, these are not the sole and exclusive remedies available to MPPKVVCL, INDORE in case of breach of any warranty and are also not the sole and exclusive obligations on the Successful bidder in case of breach of any warranty.

- III. If the Successful bidder, having been notified, fails to remedy the defect(s) within a reasonable period, MPPKVVCL, INDORE may, without prejudice to any other rights which MPPKVVCL, INDORE may have against the Successful bidder under the Agreement, proceed to take such remedial action as may be necessary, including invoking risk purchase as provided under the RFP.
- IV. The representations, warranties and covenants provided by the Successful bidder under the RFP will not be affected by MPPKVVCL, INDORE's modification of any portion of the software so long as the Successful bidder can discharge its obligations despite such modifications, or following their removal by MPPKVVCL, INDORE.
- V. Notwithstanding anything contained in the RFP, unless MPPKVVCL, INDORE has otherwise agreed in writing, MPPKVVCL, INDORE reserves the right to reject Goods which do not conform to the specifications provided in the RFP.
- VI. Except as expressly provided herein, no other warranties (implied or otherwise) are provided by the Successful bidder.

12. Notices

Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post or by E-mail.

In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address.

Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 9.30 am and 5.30 pm at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and 7 calendar days from the date of posting (if by letter).

13. Personnel/Employees

Personnel/employees assigned by Successful bidder to perform the services shall be employees of Successful bidder, and under no circumstances will such personnel be considered as employees of MPPKVVCL, Indore. Successful bidder shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all laws as applicable from time to time. MPPKVVCL, Indore shall not be responsible for the above issues concerning to personnel of Successful bidder.

Bidder shall use its best efforts to ensure that sufficient Successful bidder personnel are employed to perform the Services, and that, such personnel have appropriate qualifications to perform the Services. MPPKVVCL, Indore or its nominated agencies shall have the right to require the removal or replacement of any Successful bidder personnel performing work under this Agreement. In the event that MPPKVVCL, Indore requests that any Successful bidder personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule and upon clearance of the personnel based on profile review and personal interview by MPPKVVCL, Indore or its nominated agencies as per defined SLAs. The Successful bidder shall depute quality team for the project and as per requirements MPPKVVCL, Indore shall have the right to ask Successful bidder to change the team. Management (Regional Head / VP level officer) of Successful bidder needs to be involved in the project monitoring and should attend the review meeting at least once in a month.

A. The profiles of resources proposed by Successful bidder in the technical bid,

which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' and the Successful bidder shall not remove such personnel without the prior written consent of MPPKVVCL, Indore. For any changes to the proposed resources, Successful bidder shall provide equivalent or more experienced resources in consultation with MPPKVVCL, Indore.

- B. Except as stated in this clause, nothing in this Agreement will limit the ability of Successful bidder freely to assign or reassign its employees; provided that Successful bidder shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. MPPKVVCL, Indore shall have the right to review and approve Successful bidder's plan for any such knowledge transfer. Successful bidder shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.
- C. Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.

14. PRICES AND STATUTORY LEVIES

- (i) It is obligatory that FOR destination FIRM or VARIABLE price as specified in Section-IV: Special Terms and Conditions of Purchase is quoted, clearly giving break-up in the following elements: -
- (a) Unit Ex-works / Ex-go down rate including packing, Forwarding & Freight-Insurance Charges.
 - (b) SGST as applicable on Ex-works prices as on date of Bidding.
 - (c) CGST as applicable on Ex-works prices as on date of Bidding.
 - (d) IGST as applicable on Ex-works prices as on date of Bidding.
 - (e) Any other levy / taxes. The details and rate to be specified.
 - (f) In case of exemption/ concessional GST, documentary evidence shall be furnished with the offer.
 - (g) The prices shall be quoted exactly as per the price schedule enclosed with the tender specification, including all elements. In absence of this, the offer shall be liable for rejection.
- (ii) Any charge as may be applicable as per law in force, must be clearly specified otherwise any of such silent charges, shall not be payable in the event of an order.
- (iii) The basic order shall be placed on Ex-factory price inclusive of packing, forwarding & freight-Insurance charges.
- (iv) The payment of statutory levies such as SGST & CGST/ or IGST against the contract shall be made on the basis of rates prevailing during the contractual delivery period only and on applicable quantity due, to be actually delivered as per delivery schedule of contract. In case of the concessional rate of statutory levies are quoted by the bidder, then the same shall be paid limited to the quoted rate. In that case the payment of statutory levies such as SGST, CGST, IGST against the contract to all concerned government departments or any duties to any other organization will be the sole responsibility of supplier on the basis of rates prevailing during the contractual delivery period as per schedule of contract, as well as for any supplies made after the contractual period. Any liability raised by the government authorities due to any difference in the amount payable and consequences thereof the purchaser MPPKVVCL, Indore will not be responsible for any sustained damages by the supplier.
- (v) In case, supplies against the contract are affected late i.e. beyond contractual delivery period and rate of CGST, SGST, IGST undergoes upward revision, the payment will continue to be made only on the basis of rates prevailing during the contractual

delivery period. However, in case the rate of statutory levy(ies) undergoes, downwards revision then the delayed supplies beyond contractual delivery period will attract the reduced rate of statutory levy(ies).

- (vi) In case of delay in supply, if the supplier is able to prove that the delay involved is due to force majeure conditions, as detailed in the “Force Majeure” clause, supported with suitable documentary proofs and in case the delay is condoned with specific approval for payment of statutory levies during extended period, supplementary claim for CGST/ IGST/SGST shall be accepted and payment shall be released, accordingly.
- (vii) Pending decision on the request of the supplier, for condition of the delay in delivery, the supplier will claim CGST/ IGST/SGST as per the rates prevailing during the contractual delivery period. In case, this is not done, all financial losses will be to supplier’s account.
- (viii) **GST registration number of MPPKVVCL is 23AADCM7397N1ZU.** If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Purchase order, which directly impacts tax liability of Agency in performance of this Purchase order, an equitable adjustment of the Purchase order value shall be made to take into account any such change by addition to the Purchase order value or deduction therefrom, as the case may be. **However, decision of the Purchaser would be final in this regard.**
- (ix) In case of difference in the quoted HSN Code/Service Accounting Code and quoted rate of GST, final decision of the MPPKVVCL, Indore shall prevail.

15. TRANSIT RISK

- (a) Responsibility regarding covering of risks during transit of material shall entirely be on the supplier. The Purchaser shall, in any case, not bear the transit risks/ transit insurance charges.
- (b) Transit damages/ shortages/ losses shall be reported by the consignees within 30 days from the receipt of the consignments. Such damages/shortages/losses shall be repaired/ replaced by the suppliers, free of cost within one month from the date of intimation by the consignee without awaiting for his settlement from carrier or Insurance Purchaser etc. If the supplier fails to do so the consignee(s) shall be free to get the repair work done from other sources and they shall be free to recover the cost of such material/ expenses of repairs either from the supplier’s balance bills or from the security deposit as deemed fit.
- (c) While the necessary assistance shall be rendered by the consignee in lodging and processing the claims with carriers and the supplier's insurance underwriters, the responsibility shall rest with the supplier to immediately make good the shortages/ losses/ damages, without any extra cost and without waiting for the settlement of the claim.
- (d) **Replacement of goods lost/ broken or damaged including loss due to fire:-**
Notwithstanding anything here-in contained, the Supplier shall undertake responsibility for the safe arrival of the material in good condition and without any loss or damage at the final destination and until the same is actually delivered to/ received by the Purchaser at its stores or other places of final destination. For this purpose, material carried by Railway or Road transport or other carriers shall be deemed to be so carried at the risk of the suppliers. In the case of transport damages/shortages, the payment shall be made only for the quantity received in good and working condition and consignee shall lodge claim with the suppliers/ carrier with all necessary documents for settlements of the same with the carriers at supplier's end.

16. PACKING AND FORWARDING

- (a) The supplier shall be responsible for the Stores being sufficiently and properly packed at his expense for transport by rail, road or sea, so as to ensure them being free from loss/damage due to handling and transport to the destination.
- (b) Each package shall be prominently and distinctly marked on at least two faces, indicating the full address of the consignee, destination station, name of material, purchaser's order number, weight and volume of the package etc.
- (c) Each package shall contain in a water proof cover, detailed description indicating the order reference and date and list of the contents. Each item contained in the package or box shall be described sufficiently to enable easy identification. The quantity, weight etc. shall also be given.
- (d) The packing shall conform to the specification, rules and regulations prescribed by the underwriters, railways, Transport Agencies. In case of any loss/damage to the consignment due to non-standard packing, the same shall be made good free of all charges to Purchaser by the supplier. All provisions of this clause shall apply whether the disrupting cause is total or partial in its effects upon the ability of supplier to perform.

17. MODE OF DISPATCH

The bidder should clearly indicate mode of dispatch for the material. In case of dispatch through rail, the material is to be booked for respective destination railway station. In case of dispatch through road transport, the material should be dispatched through bank approved road transporter on door delivery basis only.

18. SUBMISSION OF DRAWING AND LITERATURE

All the relevant drawings shall be submitted immediately after placement of order for approval. One set of drawing, Descriptive Literature and instructions Manual for Erection, Commissioning and maintenance of the equipments ordered, shall be supplied to each consignee.

19. MATERIAL TEST CERTIFICATE

Not applicable.

20. INSPECTION

Not applicable.

21. FAKE INSPECTION CALL

Not applicable

22. RIGHT TO CARRYOUT THE INSPECTION DURING MANUFACTURING

Not applicable

23. RESPONSIBILITY FOR LOADING/UNLOADING AT CONSIGNEE STORE

Not applicable

24. FORCE MAJEURE

Force majeure condition is herein defined as:-

- (a) Natural phenomena, such as floods, draughts, earth-quakes and epidemics.
- (b) Act of any Government Authority, domestic or foreign, such as war, quarantines, embargoes, licensing control or production or distribution restrictions.
- (c) Accident and disruptions such as fires, explosions, increase in power cut with respect to date of tender opening, break-down of essential machinery or equipment's etc.
- (d) Strikes slow down, lockouts continuing for more than three (3) weeks.
- (e) Failure or delay in the supplier's source of supply due to force majeure causes enumerated at (a) to (d) above, provided the supplier produces documentary evidence to show that there were no other alternative sources of supply available to

him or if available, the lead time required was likely to be longer than the duration of the Force Majeure at the normal source of supply.

- (f) Any cause which is beyond the reasonable control of the supplier or purchaser as the case may be.

All the provisions of this clause shall apply whether the disrupting cause is total or partial in its effect upon the ability of the supplier to perform.

NOTE :- The cause of force majeure condition will be taken into consideration only if the supplier within 15 days from the occurrence of such delay notifies. The Purchaser shall verify the facts and grant such extension as the facts justify. For extension of delivery period on account of force majeure conditions, the supplier shall submit his representation with documentary evidence for scrutiny by the purchaser and decision of the Purchaser shall be binding on the firm.

25. RECOVERIES FOR LIABILITIES AGAINST OTHER CONTRACTS/ORDERS

All amount recoverable from the successful bidders against any earlier or subsequent contracts/orders including contracts/orders placed on sister concern by the Purchaser will be adjusted/ recovered from any type of payment due against the contracts/orders that may be awarded under this specification OR any other contract(s)/order(s) including the contracts/order placed on sister concern firms placed by Purchaser against other tender specification for the same or the other items.

The Purchaser shall have the option to recover the outstanding dues / liability, if any, against the firm against any contracts / orders from the firm's bills / payments due against the orders / contract placed by other Discoms of MP, which shall be binding on the bidders.

26. COMPLETENESS OF SERVICES

The SERVICES shall be completed in every respect with all minor documentation and accessories, even though these may not be specifically mentioned in the purchaser's specifications or the tender's offer. The service provider shall not be eligible for any extra price in respect of such minor things, which can be considered as an essential part of the basic equipment even though not specifically mentioned in the specification or in the offer.

27. PERIOD OF CONTRACT & EXTENSION ORDER

The contract shall remain in force for a period of for a period of 5 years. This period can be extended by two (2) year by the purchaser (Optional to Purchaser but binding on Supplier), on the same rates, terms & conditions of original contract award. The total engagement period will maximum of 7 (5+2) years which shall be binding on the Service Provider but not for the Purchaser (as per tender terms).

28. DESIGN AND INTER-CHANGEABILITY

Not Applicable

29. ROYALTIES AND PATENTS

All royalties for patents or any charges for usage or infringement thereof that may be involved in the supply shall be included in the offered price and the supplier shall protect Purchaser against any claim thereof. Supplier is fully responsible for such contractual dealing and purchaser shall not be called upon to bear any such charges.

30. COMPLIANCE OF REGULATIONS

The supplier shall warranty that all Goods/Services covered under procurement shall have been produced, sold, dispatched, delivered, tested, in strict compliance with all applicable Rules, Regulations including Industries (Development and Regulations) Act 1951 and any amendment there under, labour agreements, working conditions and technical codes and requirements, as applicable from time to time.

The supplier should execute and deliver such documents, as may be needed, by the purchaser in evidence of compliance. All laws, Rules and Regulations are required to be incorporated in this reference. Any liability arising out of contravention of any of the laws shall be the sole responsibility of the vendor and the purchaser shall not be responsible in any manner whatsoever.

31. CANCELLATION/TERMINATION OF ORDER

The Purchaser may upon written notice of default, terminate/cancel the purchase order/contract in whole or for a part quantity with recovery of liquidate damages at the rate of 10% of contract price(s) or liability on account of risk & cost, whichever is higher, in the circumstances detailed hereunder:-

- (a) If in the opinion of the Purchaser, the supplier fails to deliver the material/ Services within the time specified or during the period for which extension has been granted by the Purchaser.
- (b) If in the opinion of the Purchaser, the supplier fails to comply with any of the other provisions of the order or material/service is found not in accordance with prescribed specifications and or the approved samples.
- (c) If in the opinion of the Purchaser, the supplier fails to take urgent steps towards corrective measures as indicated/intimated to them as a result of stage inspection.
- (d) In pursuance to clause no. i, ii & iii Above, Purchaser may debar the supplier for further business with Purchaser for a declared period on breach of the Purchase Order.
- (e) Notwithstanding that the powers under clause 31 (d) referred to above, are in addition to the rights and remedy available to the Purchaser under the general law of India relating to Contract.
- (f) In the event, Purchaser does not terminate the order, the supplier shall continue execution of this order, in which case shall be liable to the Purchaser for liquidated damages for the delay as per applicable clause until supplies are accepted.

32. REDUCTION OF RATE DUE TO SUBSEQUENT TENDER

As a result of opening of the subsequent tender of the purchaser, if the rates received for the same item(s) are found to be lower, then the balance ordered quantity as on date of opening of price bid excluding the quantity which has already been offer for pre dispatch inspection, may be accepted at the lower rates only. If the supplier does not agree to supply the balance quantity at the lower rate, the order will be cancelled by the purchaser without liability on either side provided the ordered delivery period of the balance quantity is existing, otherwise the provision of the clause named "Cancellation/Termination of Order" shall be applicable.

33. FACTORY INSPECTION

Not applicable.

34. QUALITY ASSURANCE PLAN

Not Applicable

35. JURISDICTION

Any dispute or difference, arising under, out of, or in connection with this tender/ Purchase order shall be subject to exclusive jurisdiction of competent court at **Indore** only.

36. SETTLEMENT OF DISPUTES AND ARBITRATION

If any dispute of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Purchase Order, the parties shall seek to resolve any such dispute or difference in opinion, to the extent possible, amicably by mutual consultation.

If the parties have failed to resolve their dispute or difference by such mutual consultation, then the dispute shall be referred in writing by either party to and settle by Arbitral Tribunal comprising of three Arbitrators, one to be appointed by each party and third Presiding Arbitrator to be appointed by the both the Arbitrators as per provision of Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

The Arbitration shall be conducted as per provision of Arbitration and Reconciliation act 1996 and as amended from time to time, and of the rules made there under. The Arbitrators or the Presiding Arbitrator as the case may be, are bound to give a detailed speaking award assigning reasons for the findings. The decision of Arbitral Tribunal shall be final and binding up on both the parties.

Supplies under the Purchase Order shall be continued by the Supplier during the arbitration proceedings, unless otherwise, directed in writing by the purchaser or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or of the Presiding Arbitrator, as the case may be, is issued.

The Arbitration proceeding if any shall be strictly held at the Head Quarter of Purchaser at Indore.

37. TERMINATION FOR CONVENIENCE

The Purchaser shall be entitled to terminate the Contract without assigning any reason thereof at any time for the Company's convenience, by giving order of such termination to the Supplier/ Service Provider. The termination shall take effect 90 days after the Agency receives such order of termination.

In such event, the Purchaser shall not be responsible for payment of any compensation, whether in contract or tort or otherwise, towards the Supplier.

The company shall not indemnify or compensate for any loss caused to the Supplier by such terminations, whatsoever it may be.

38. TESTS TO BE CONDUCTED

Not applicable.

39. OFFICER-IN-CHARGE

Superintending Engineer (IT), O/o MD (WZ), MPPKVVCL, Indore shall be the Officer In-charge of the work.

40. CORRESPONDENCE

All important correspondence regarding the order shall be endorsed to the following:-

- (i) The Superintending Engineer (IT), O/o MD (WZ), MPPKVVCL, Indore.
- (ii) The Director (Commercial), O/o, MD (WZ) MPPKVVCL, Indore.

41. AGENCY'S REPRESENTATIVE

The Agency shall employ at least one competent representative to supervise the Supply and Services (name, address, telephone number, identity proof of the representative shall be communicated in writing to the Nodal Officer by the Agency). The said representative shall be approachable in person or on phone at time and location as specified by the Company. Any written order or instruction, which the Nodal Officer or his duly authorized representative may give to the said representative, shall be followed accordingly.

42. REVIEWS AND SUPERVISION BY THE AGENCY

The Agency shall ensure that it performs the duties efficiently by exercising reviews and by appointing sufficient supervisory staff as felt necessary by the Company. In case it is found that any damage has occurred due to negligence, ignorance of the Agency, all the losses so occurred to the Company shall be recovered from the amounts payable to the Agency and its Security Deposit.'

43. CODE OF CONDUCT:-

Successful bidder is required to observe following code of conduct during the complete engagement period

1. All personnel deployed should be well dressed while working at the premises of Employer.
2. All personnel deployed should be well behaved while working at the premises of Employer.
3. All personnel deployed should speak with respect with all the employees of Employer all the time while working at the premises of Employer
4. All personnel deployed should not create disturbance while working at the premises of Employer
5. All personnel deployed should follow the employer's organization policies, rules and procedures while in premise and should carry the identity card issued by the Employer.

44. TOTAL RESPONSIBILITY

Bidder should submit a statement undertaking total responsibility for the defect free operation of the proposed solution as per the terms & conditions of this Bidding Document.

45. WARRANTY & MAINTENANCE

1. Successful bidder shall also provide complete maintenance support for all the proposed services during the period of contract to the satisfaction of Employer.
2. Employer or designated representatives of the bidder shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the Successful bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to Employer and within time specified and acceptable to Employer.
3. If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, Employer may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights, which Employer may have against the bidder under the contract.

46. LIQUIDITY DAMAGE

Penalty @ 0.1% per week or part thereof (subject to maximum 1.0%) of respective work order value placed by consignee against RCA will be applicable for any delay beyond the delivery Schedule as defined in Section-IV, Special Terms & Conditions Of Purchase, Clause 5 -Commencement Of Work(Delivery Schedule). If delay is more than 30 days from scheduled delivery date, MPPKVVCL, may initiate the process for termination of the contract. Penalty in Operation & Maintenance phase will be applicable as defined in SLA (SECTION-IV, Special Terms & Conditions Of Purchase, clause 8-Service Level Agreements & Penalties).

-sd-

**Chief Engineer (Purchase)
O/o MD (WZ), MPPKVVCL, Indore**

SECTION-IV

SPECIAL TERMS & CONDITIONS OF PURCHASE

1. PRICES

The price quoted by bidder shall be on FOR destination FIRM basis at respective consignee, Indore including of packing, forwarding, and freight charges.

2. PRICE VARIATION

Not applicable

3. PAYMENT

(i) The payment of 100% (hundred percent) of the bill value raised will be made within 45 days by the OIC after the completion of all contractual formalities. The bills will be verified by OIC and sent to the CFO/Dy. Director (CBP cell) or respective Sr. Account Officer / Regional Account Officer for payment as per Delegation of Power. The M.P.P.K.V.V.Co.Ltd, Indore shall not be liable for payment of any interest on delayed payment.

(ii) The MPPKVCL Indore shall make above payment directly in the supplier's Bank account, for which the following details are required to be invariably submitted with the offer in the prescribed schedule / template:-

(a) Name of Bank and Branch address.

(b) Their Bank Account Number.

(c) IIFS Code of the Branch for RTGS transfer.

(iii) Charges required by Bank in this regard will be debited to supplier's / contractor's Account. Net payment after deduction of charges required by the Bank shall be released in favour of suppliers.

i. Payments for Cloud Services

S. No.	Phase	Milestone	Amount
1	Payment against Migration & Associated operations completed	On Successful completion of migration & associated activity in respect of Items ordered in 1 st Year	60%(50% One time+10% Yearly) of line item in BOQ Price Schedule B, Implementation, Migration & Associated activities/ resources. Payment will be made at the end of last quarter of respective Financial Year.
2	Note: 50% of this component will be considered as one time cost & yearly cost of Implementation, Migration & Other Associated components/	On Successful completion of migration & associated activity in respect of Items ordered in 2nd Year	10% of line item in BOQ Price Schedule B, Implementation, Migration & Associated activities/ resources. Payment will be made at the end of last quarter of respective Financial Year.
3	Liceses/activities/ resources to complete the scope will be considered as 10% of this component.	On Successful completion of migration & associated activity in respect of Items ordered in 3rd Year	10% of line item in BOQ Price Schedule B, Implementation, Migration & Associated activities/ resources. Payment will be made at the end of last quarter of respective Financial Year.

4		On Successful completion of migration & associated activity in respect of Items ordered in 4th Year	10% of line item in BOQ Price Schedule B, Implementation, Migration & Associated activities/resources. Payment will be made at the end of last quarter of respective Financial Year.
5		On Successful completion of migration & associated activity in respect of Items ordered in 5th Year	10% of line item in BOQ Price Schedule B, Implementation, Migration & Associated activities/resources. Payment will be made at the end of last quarter of respective Financial Year.
6	Quarterly Payments (The first Quarterly payment will be due on completion of first Quarter from the Effective Date of Go-Live)	At the end of each Quarter after delivery of the services. The final payment will be made on successful completion of Services. MSP shall provide necessary usage details along with Invoice which should also be available on the portal	Payment shall be done Quarterly, as per the quoted price on pro-rata basis, subject to the conditions mentioned in SLA. In addition to submission of following evidences: a. Disaster recovery drills must be conducted on every quarter and evidence of these drills including dates & outcomes should be submitted. b. In premise backup should demonstrate to spine off 2-3 VMs on cloud or on premise data center to ensure that backup and restoration services are working.
7	Additional Items Infrastructure Services as mentioned in Price Schedule	Successful installation, Configuration, Commissioning, Testing and acceptance of item. Deliverable may include: • Inventory Management List update • Acceptance Test Report • Software Licenses/ OEM documentation etc. MSP shall provide necessary usage details along with Invoice which should also be available on the portal	Payment shall be done Quarterly, as per the quoted price on pro-rata basis upon successful installation, commissioning and acceptance testing of items.

- **Quarters will be considered as 1st April to 30th June, 1st July to 30th September, 1st October to 31st December & 1st January to 31st March. If any order operationalize on the date deferred from quarter starting date will be billed with next quarter & deffered dates will be billed on pro-rata basis.**
- **Indicative Example to explain Quarterly payments. If the contract commences on 8 Feb, then Invoice shall be generated for the period of 8th Feb to 31st March, for the first quarter.**
- **MSP is expected to submit the bill for work order issued on the basis of their monthly quoted price. Quarterly invoices will be raised during the project tenure.**
- MSP must submit performance report of all components and SLA compliance report with quarterly bills.
- The configuration (vCPUs, RAM, Storage, etc) & quantities defined in Price Schedule are indicative only and MPPKVVCL, Indore may use any of the available configuration as per its requirements limited to MPPKVVCL, Indore approved cost.
- Line items mentioned in price schedule are mentioned for rate contract purpose which will valid till contract duration. Quantities mentioned in price schedule are indicative and mentioned only for evaluation purpose. Payment will be made against actual quantity utilised by MPPKVVCL, Indore against respective work order.
- Estimated quantity of servers as mentioned **in the Price Bid Schedule-I (B)** with all facilities mentioned in the scope, required to be procured during the contract. The MPPKVVCL may place work order to deploy these servers through single order or multiple orders as & when required during the contract period. Rent and support period of ordered quantity will start from the respective date of commissioning.
- **Servers required may be of single/multiple VM.**
- Work Order for servers with specified VM(s) and/or associated other Line items will be placed by the SE-IT, O/o MD-WZ. Please note that Cost of Other services like security/network components or/and any other services required as per scope though not mentioned in the Line items of price schedule will be considered bundled in Server/VM Cost and no extra cost will be borne by the purchaser.
- Estimated Quantity as mentioned above may be varied in line with quantity variation clause of this tender.

ii. Payments for Additional Services

S.No	Milestone	Major Deliverables	Payments
1	Additional Items/ Infrastructure Services.	Successful installation, Configuration, Commissioning, Testing and acceptance of item. Deliverable may include: • Inventory Management List update • Acceptance Test Report • Software Licenses/ OEM documentation etc. • MSP shall provide necessary usage details along with Invoice which should also be available on the portal	Payment shall be done Quarterly, as per the quoted price on pro-rata basis upon successful installation, commissioning and acceptance testing of items.

As part of operational acceptance of cloud infrastructure phase, Bidder's scope of services shall be as following:

1. The Bidder shall facilitate Operational Acceptance Tests.

2. Operational acceptance tests shall be performed by Client/ SI or its representative; however the bidder shall have to facilitate Operation Acceptance during commissioning of the system, to ascertain whether the system conforms to the scope of services. The Bidder shall facilitate the testing of application from the Client users during the Operational Acceptance. Necessary support shall be provided by MPPKVVCL Indore.
3. Bidder shall address any deficiency, if any, reported by MPPKVVCL Indore or its representative during operational acceptance tests. Bidder shall address all concerns and make necessary upgrades at no additional cost to the MPPKVVCL Indore.
It is presumed that the CSP is taking care of BCP by deploying multiple replicas of the entire data and application in the alternate data centre(s) of the CSP within the country. Therefore the MPPKVVCL, Indore is not opting DR solution in respect of the project. The bidder/ MSP shall be solely responsible for restoration of services even in case of any mis-happening in the primary data centre. Thus it shall be the responsibility of MSP to choose the CSP and services accordingly.
4. The payment shall be made in full after the satisfactory completion/rendering of the work/service. The payment will be made after due verification of the services rendered as per the terms, conditions and SLA laid down in the contract. Excess payment and penalties if any, shall be deducted before payment.

iii. *Payment for the varying workload*

MPPKVVCL, Indore may adopt any type of server listed in BoM (Price & Quantity schedule) as per their requirement and payment will be made Quarterly as per the actual utilization basis.

iv. *Payment for Managed Services*

- Quarterly Payment to be made at the end of the Quarter after satisfactory delivery of the services. Total Monthly Payment should be linked to the compliance with the SLA metrics and the actual payment is the payment due to the Service Provider after any SLA related deductions.
- For payment, the invoice in triplicate with relevant documents such as **Operational Acceptance Certificate** should be submitted to the SE(IT), MPPKVVCL, Indore.
- All payments shall be made after adjusting the penalty deductible, if any.
- The MPPKVVCL, Indore shall make above payment directly in the Account of successful bidder.
- The MPPKVVCL, Indore shall not be liable for payment of any interest on delayed payment.

4. **TIMELINES FOR DIFFERENT PROCUREMENT ACTIVITIES**

Not applicable.

5. **COMMENCEMENT OF WORK**

Delivery Schedule for Migration of Existing Setup

S.No	Parameter	Timeline
1	Provisioning of cloud landing zone covering foundational services (account setup, cloud security services, user roles & permissions etc.), compute services, storage services and network connectivity.	Within 30 working days from the date of signing the agreement
2	25% successful commissioning of infra which include all components such as VMs, storage, connectivity, VPN,EDR,XDR etc. as well as the required documentation, including the SEIT certificate.	30 working days after provisioning the services as mentioned in Sr. No. 1
3	50% successful commissioning of infra which	30 working days after provisioning the

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“Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVVCL, Indore through RCA, for period of 5 Years”

	include all components such as VMs, storage, connectivity, VPN,EDR,XDR etc. as well as the required documentation, including the SEIT certificate.	services as mentioned in Sr. No. 2
4	100% successful commissioning of infra which include all components such as VMs, storage, connectivity, VPN,EDR,XDR etc. as well as the required documentation, including the SEIT certificate.	30 working days after provisioning the services as mentioned in Sr. No. 3
3	Operational acceptance (Successful operational shall be the Effective date of Go Live)	15 working days after provisioning the services as mentioned in Sr. No. 4
4	Operation and maintenance phase	Will start from the date of operational acceptance provided by MPPKVVCL, Indore

Delivery Schedule for Migration of Additional Items of Price Schedule, apart from Existing Setup to be successfully operationalize within 30 working days from the date of respective work order against RCA.

6. ACCEPTANCE OF MATERIAL (RANDOM TESTING)

Not applicable

7. SECURITY DEPOSIT

Bidders shall require to furnish security deposit in two parts as detailed below:

- (i) Initial Security deposit in the form of BG/DD and in the name of Purchaser within 30 days from the date of issuance of letter of rate contract award @ 1% of the Contact Value. The Bank Guarantee towards Security Deposit should be from a scheduled bank with validity of 68 month so as to cover the guarantee period of the material and also due and faithful execution in accordance with terms and conditions of the order.
- (ii) Additional Security deposit equal to 9% of value of the individual work order placed against the Rate Contract Award (RCA) may be remitted either through deduction from their bills/invoices or in the form of DD/ BG with validity of remaining contract period plus three months, so as to cover the performance guarantee period of the tender services..
- (iii) On receipt of Initial Security deposit BG/DD, EMD will be refunded without any interest.
- (iv) The purpose of Contract Performance Guarantee is to cover the risk of business. It is a pre-estimation of losses occurring to Discom due to non-performance of the Agency. No further liability towards risk purchase shall be levied if the CPG is of sufficient amount.
- (v) Within Thirty (30) days of issue of letter of rate contract award, the successful bidder(s) shall furnish requisite Contract performance guarantee which could be invoked at any branch of the bank, extending the guarantee, in MP and also execute an agreement on the prescribed form duly stamped for the due and proper fulfilment of the Contract. The cost of stamp paper including cost of revenue stamps and stationery charges shall be borne by the Agency.
- (vi) Failure by the successful bidder to furnish the prescribed Contract Performance Guarantee or to execute the agreement within the period specified in Bid document after its bid has been accepted or notice to start the work within such time as is determined by the Engineer-in-charge/Controlling officer after notification of the acceptance of the bid shall entail action as deemed appropriate by the Purchaser including forfeiture of the earnest money deposit (EMD), cancellation of the Contract, blacklisting of bidder, etc..

- (vii) The Contract performance guarantee shall only be released by the Chief Engineer (Purchase) subject to an undertaking by the Agency stating successful completion of Contract along with certificate from Officer-In-Charge of the Purchaser stating that all statutory compliances have been made successfully.

8. Service Level Agreements & Penalties

Service provider/supplier shall provide the Call logging & Help Desk support on 24*7*365 basis for all devices.

i. Measurement and Monitoring

The SLA parameters shall be monitored on monthly basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of MPPKVVCL, Indore or an agency designated by them, then MPPKVVCL, Indore will have the right to take services from another bidder and termination of the contract.

The full set of service level reports should be available to MPPKVVCL, Indore on a monthly basis or based on the project requirements.

The Monitoring Tools shall play a critical role in monitoring the SLA compliance and hence will have to be customized accordingly. The selected bidder shall make available the Monitoring tools for measuring and monitoring the SLAs. The bidder may deploy additional tools and develop additional scripts (if required) for capturing the required data for SLA report generation in automated way. The tools should generate the SLA Monitoring report in the end of every month which is to be shared with MPPKVVCL, Indore on a monthly basis. MPPKVVCL, INDORE or its nominated agency shall have full access to the Monitoring Tools/portal (and any other tools/solutions deployed for SLA measurement and monitoring) to extract data (raw, intermediate as well as reports) as required during the project. MPPKVVCL, INDORE or its nominated agency will also audit the tool and the scripts on a regular basis.

The measurement methodology/criteria/logic will be reviewed by MPPKVVCL, Indore.

In case of default on any of the service level metric, the selected bidder shall submit performance improvement plan along with the root cause analysis for MPPKVVCL, Indore approval.

ii. Periodic Reviews

- a) MPPKVVCL, Indore reserves the right to review the utilization and workings of the machines and application and might decide to change the configuration and machines provisioning based on their assessment, the MSP will have to provision the machines as per the work plan submitted by MPPKVVCL, Indore in writing, the delivery of such changes have to be provisioned in line with the defined SLA.
- b) The MSP has to submit a work plan and implement the same accordingly, The MPPKVVCL, Indore will review the utilization report and workout an optimization plan after end of each quarter (or Stabilization period) if required and the same will be implemented as per the condition above. The MPPKVVCL, Indore will pay only for the maximum **21days** of transition time allowed, any delay will be on the MSP.

iii. Performance Review

- a) Performance of applications and databases on cloud infrastructure should be equal or better compared to similar on-premises infrastructure such as CPU, memory and storage etc.
- b) For example, billing system application should match or exceed performance of the on-premises existing billing system in terms of per second bill generation.

- c) Test results of application and database performance must be published to MPPKVVCL, Indore. Also, MPPKVVCL, Indore should be able to conduct and carry out performance evaluations.
- d) If cloud infrastructure performance is lower than on premise infra then the bidder will be responsible for upgrading the infrastructure to meet the required performance standards at no additional cost to purchaser.

iv. **Penalty:**

Payments to the MSP to be linked to the compliance with the SLA metrics laid down in the agreement.

- a) The payment will be linked to the compliance with the SLA metrics.
- b) The penalty in percentage of the Monthly Payment due is indicated against each SLA parameter in the table.
- c) In case multiple SLA violations occur due to the same root cause or incident then the SLA that incurs the maximum penalty may be considered for penalty calculation rather than a sum of penalties for the applicable SLA violations.
- d) If the penalties exceed more than 50% of the total monthly bill, it will result in a material breach. In case of a material breach, the operator will be given a cure period of one month to rectify the breach failing which a notice to terminate may be issued by MPPKVVCL, Indore.

v. **Service Level Agreement (SLA)**

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Bidder to MP DISCOMs for the duration of this contract period of the Project.

- a) Timelines specified in the above section (Work Completion Timelines and Payment Terms) shall form the Service Levels for delivery of Services specified there-in.
- b) All the payments to the Bidder are linked to the compliance with the SLA metrics specified in this document.
- c) The SLAs are proposed to be performance based. For purposes of SLA, the definitions and terms as specified along with the following terms shall have the meanings set forth below:
 - (i) “Uptime” shall mean the time period for which the IT Infrastructure Solution along with specified services / components with specified technical and service standards are available for users in all in-scope Applications across the MP DISCOMs application landscape. Uptime, in percentage, of any component (Non IT and IT) can be calculated as :

$$\text{Uptime} = \{1 - [(\text{System Downtime}) / (\text{Total Time} - \text{Planned Maintenance Time})]\} * 100$$

- (ii) “Downtime” shall mean the time period for which the IT Infrastructure Solution and/or specified services / components with specified technical and service standards are not available to users. This includes Servers, Routers, Firewall, Switches, all servers and any other IT and non-IT infrastructure, their subcomponents etc. at all Project locations etc. The planned maintenance time / scheduled downtime will include activities like software upgrades, patch management, security software installations etc.

The selected Bidder will be required to schedule ‘planned maintenance time’ with prior approval of MP DISCOMs. This will be planned outside working time. In exceptional circumstances, MP DISCOMs may allow the MSP to plan scheduled downtime in the working hours where actual production downtime will be minimal.

- (iii) “Incident” refers to any event / abnormalities in the functioning of the IT Infrastructure solution and services that may lead to disruption in normal operations.
 - (iv) “Resolution Time” shall mean the time taken (after the incident has been reported at

the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level) getting the confirmatory details about the same from the bidder and conveying the same to the end user), the services related troubles during the first level escalation.

d) The SLAs have been logically segregated in the following categories:

A. IT Infrastructure related F's

B. Cloud Services related SLA's

e) Commencement of SLA: The SLA shall commence from implementation period itself for adherence to the implementation plan. The penalty will be deducted from the next payment milestone during the implementation period. During the project period, the penalty will be deducted from the quarterly payments. Details of SLA target & applicable SLA penalties are as follows:

Sr. No	Parameter	Target	Basis	Penalty
Cloud Services related SLA				
1	RTO (Recovery Time Objective) in case of disaster RPO (Recovery Point Objective)	RTO: 24 Hrs RPO: Data must be remain available with zero data loss in the event of disaster or disruption. i.e. it must be fault tolerant.	Per occurrence. This will be calculated monthly	RTO: In case of disaster 24 Hrs recovery time will allowed after that SLA in respect of overall cloud solution availability & Cloud network availability will be applicable. RPO: a) Up to 15 minutes-10 % of the MP (Monthly Payment due) b) Beyond 15 minutes, for every 15 minutes of Data loss - 10% of MP (Monthly Payment due) limited to overall MP.
2	Provisioning and De-provisioning of Virtual Machines	Within 30 minutes.	Per occurrence. This will be calculated monthly	a) Within 30minutes-Nil b) >30 minutes & <= 60min - 5% of the MP (Monthly Payment due) c) Beyond 60 minutes, for every 30 minutes of delay - 5% of MP (Monthly Payment due) limited to overall MP.
3	Overall Cloud Solution availability	>= 99.90%	Per occurrence. This will be calculated monthly	Rs.1,000/- for every hour or part thereof of continuous downtime of entire Cloud Services. AND a)>= 99.85%&<99.90% :10% of the MP (Monthly Payment due) b)>= 99.80%&<99.85% :15%of MP c)>= 99.25%&<99.80% :20% of MP d) Subsequently, for every 0.5% drop in SLA criteria: 10% of MP limited to overall MP.
4	Cloud Network Availability	>= 99.90%	This will be calculated monthly	a)>= 99.85%&<99.90% :10% of the MP (Monthly Payment due) b)>= 99.80%&<99.85% :15%of MP

				c)>= 99.25%&<99.80% :20% of MP d) Subsequently, for every 0.5% drop in SLA criteria -10% of MP limited to overall MP.
5	Cloud Virtualization Layer Availability	>= 99.90%	Per occurrence. This will be calculated monthly.	a)>= 99.85%&<99.90% :10% of the MP (Monthly Payment due) b)>= 99.80%&<99.85% :15%of MP c)>= 99.25%&<99.80% :20% of MP d) Subsequently, for every 0.5% drop in SLA criteria -10% of MP limited to overall MP.
6	Cloud Storage Availability	>= 99.90%	Per occurrence. This will be calculated monthly	a)>= 99.85%&<99.90% :10% of the MP (Monthly Payment due) b)>= 99.80%&<99.85% :15%of MP c)>= 99.25%&<99.80% :20% of MP d) Subsequently, for every 0.5% drop in SLA criteria -10% of MP limited to overall MP.
7	Virtual Operating System Availability	>= 99.90%	Per occurrence. This will be calculated monthly	a)>= 99.85%&<99.90% :10% of the MP (Monthly Payment due) b)>= 99.80%&<99.85% :15%of MP c)>= 99.25%&<99.80% :20% of MP d) Subsequently, for every 0.5% drop in SLA criteria -10% of MP limited to overall MP.
8	Cloud Security Layer Availability	>= 99.90%	Per occurrence. This will be calculated monthly	a)>= 99.85%&<99.90% :10% of the MP (Monthly Payment due) b)>= 99.80%&<99.85% :15%of MP c)>= 99.25%&<99.80% :20% of MP d) Subsequently, for every 0.5% drop in SLA criteria -10% of MP limited to overall MP.
9	Project Management	Submission of Monthly Project Status reports & Conducting status meetings with MSP and CSP.	Minutes of Meetings and Last MOM closure	1% of the Monthly payment
10	Availability of Manpower	365*24*7 support for Cloud Services	Attendance Report/ Call Lodge	Monthly Attendance >98 % NIL Monthly Attendance <98 % and >95%, 1 % of Monthly FMS charges as per Price Bid Monthly Attendance <95 and >90% , 2 % of Monthly FMS charges as per Price Bid Monthly Attendance <90 % and >80>, 3 % of Monthly FMS

				charges as per Price Bid Monthly Attendance <80 and >70% , 5 % of Monthly FMS charges as per Price Bid Monthly Attendance >50% and < 80% , 10 % of Monthly FMS charges as per Price Bid Monthly Attendance <50% , 20 % of Monthly FMS charges as per Price Bid and Pro-rata basis payment
11	Asset / Inventory Management	Provide monthly MIS Asset /Inventory including license, AMC details.	Monthly Report Signoff email from MP DISCOMs	1 % of the Monthly Payment.
12	Incident Management	Resolution of complaints logged	Monthly Report Signoff email from MP DISCOMs	2% of Monthly payment of Cloud Services if the incident is not closed within the 3 days' time.
13	Problem Management	MSP and CSP should provide incidents and a root cause report every month. If there are more than 10 incidents of the same type CSP and MSP shall take the needed corrective action to prevent further issues due to the same cause	Monthly Report Signoff email from MP DISCOMs	2% of Monthly FMS Charges of the Price Bid
14	Availability Management	Should be part of Monthly status report	Monthly Report Signoff email from MP DISCOMs	2% of Monthly FMS Charges of the Price Bid
15	Performance Management	Should be part of Monthly status report	Monthly Report Signoff email from MP DISCOMs	2% of Monthly FMS Charges of the Price Bid
16	Failure of Provision of Cloud service	Should be part of Monthly status report	Monthly Report Signoff email from MP DISCOMs	2% Monthly payment
17	Security Management	Should be part of Monthly status report	Monthly Report Signoff email from MP DISCOMs	2% Monthly payment
18	Third Party VAPT/ISMS Certification Audit	Submission of ISMS audit Report	Internal Audit Report	0.5 % of quarterly payment
19	Maintenance of VAPT / ISMS audit in MP DISCOMs	· MOM reports for ISMS · VAPT / ISMS audit compliance · Maintenance of	Reports	0.5 % of quarterly payment.

		ISMS Policy and documentation		
20	Security Incident	Submission of monthly Security report · Vulnerability management Report · Patch management Report · Advisories Report · Security Incident Report	Reports	For any Security incident like Hacking, web site defacement, Data Corruption any cyber-attack which disrupts the MP DISCOMs application flat Rs 25000/- will be charged from Quarterly Payment.

Bidder shall provide an uptime of 99.90% for the provisioned cloud services, which shall be calculated on monthly basis.

The Uptime is equal to total contracted hours, less downtime.

The Downtime is the time between the non-availability of services and time of restoration of services within the contracted hours.

If the bidder fails to maintain guaranteed uptime, MPPKVVCL, Indore shall impose penalty.

If the uptime is below 95%, the MPPKVVCL, Indore shall have full right to terminate the contract and forfeit Performance bank guarantee.

If the penalties exceed more than 50% of the total monthly bill, it will result in a material breach. In case of a material breach, the bidder will be given a cure period of one month to rectify the breach, failing which a notice to terminate may be issued by the purchaser.

vi. Uptime SLA for various Applications

S No.	Performance	Requirement	Penalty
1	Baseline	99.95 % to 100 % uptime on a quarterly basis	None
2	Lower performance	99 to 99.95% uptime calculated on a quarterly basis	5% of quarterly payment
3	Breach	Less than 99% calculated on a quarterly basis	10% of quarterly payment
Note 1. The selected bidder is required to implement the requisite tools to automatically generate reports on up-time 2. The up-time SLA will be implemented only during the maintenance phase 3. In case of breach condition, MPPKVVCL, Indore may issue a show cause notice seeking explanation from the implementation agency.			

vii. Timely ticket Resolution SLA

Average Time taken to acknowledge and respond, once a ticket/incident is logged through one of the agreed channels. This is calculated for all tickets/incidents reported within the reporting quarter.

S No.	Performance	Requirement	Penalty
1	Baseline	95 % to 100 % of the tickets responded within 15 minutes on a quarterly basis	None
2	Lower	85 to 95% of the tickets responded	5% of quarterly

	performance	within 15 minutes on a quarterly basis	payment
3	Breach	Less than 85% calculated on a quarterly basis	10% of quarterly payment
Note 1. The bidder is required to utilize MPPKVVCL's designated ticketing system for all communications, incident reporting, and SLA (Service Level Agreement) management purposes. This includes the submission of detailed reports accompanied by Root Cause Analysis (RCA) for each incident. Incidents are to be categorized and raised within the system as Level 1, Level 2, or Level 3, based on their severity and impact, following MPPKVVCL's predefined classification criteria. MPPKVVCL will provide the necessary credentials and training on the ticketing system to ensure the bidder's compliance with these requirements. This approach ensures a streamlined, transparent, and efficient operational process, fostering prompt resolution and continuous improvement. 2. The up-time SLA will be implemented only during the maintenance phase 3. In case of breach condition, MPPKVVCL, Indore may issue a show cause notice seeking explanation from the implementation agency.			

Notes:

- (i) Payment to be based on the actual usage / consumption of the services and as per the "Unit Costs" under Commercial Bid.
- (ii) Payment to be linked to the compliance with the SLA metrics and the actual payment is the payment due to the Successful bidder after any SLA related deductions. The Successful bidder has to submit all the reports pertaining to SLA Review process within 7 working days after end of the quarter.
- (iii) Tax: Deductible TAXes will be deducted from the payment / amount as per prevailing rates.
- (iv) MPPKVVCL, Indore shall be entitled to delay or withhold the payment of a disputed invoice or part of it delivered by Successful bidder, when MPPKVVCL, Indore disputes such invoice or part of it, provided that such dispute is bonafide.
- (v) In case Go-Live is delayed, the corresponding operations and maintenance phase will start after the Go-Live completed.
- (vi) All payments shall be made for the corresponding goods or services actually delivered, installed, or operationally accepted, as per the Contract Implementation Schedule, at unit prices and in the currencies specified in the Commercial Bids.
- (vii) MPPKVVCL, INDORE shall make payments only to the Successful bidder at the time and in the manner set out in the RFP subject to the fulfilment by the successful bidder of their obligations herein.
- (viii) Application migration and support cost shall not be dependent on number of consumers/users.
- (ix) All components of price bid to be installed / configure in cloud platform, the unit cost must include provision of redundancy and high availability also.
- (x) Quantity of any component may be varied as per Quantity Variation Clause of RFP and cost of the same will evaluate on pro data basis.
- (xi) Price of OS with VMs must be provided such that DISCOM may use any flavour (like Advance, Enterprise, Standard etc.) of respective OS (RHEL / Linux / Windows)
- (xii) If any other component required to meet the scope of work for solution, bidder needs

to include cost of same in the defined line items and same will be considered as included in overall contract price.

- (xiii) All the reports must be made available to MPPKVVCL, Indore, as and when the report is generated or as and when asked by the competent authority.
- (xiv) In case the issue is still unresolved, the arbitration procedures described in the Terms & Conditions section will be applicable.
- (xv) The down time will be calculated on monthly basis. Non-adherence to any of the services as mentioned below will lead to penalty as per the SLA clause and will be used to calculate downtime. The downtime calculated shall not include the following
 - Down time due to hardware/software and application which is owned by MPPKVVCL, Indore at their premises
 - Negligence or other conduct of MPPKVVCL, Indore or its agents, including a failure or malfunction resulting from applications or services provided by MPPKVVCL, Indore or its vendors.
 - Failure or malfunction of any equipment or services not provided by the MSP.
- (xvi) However, it is the responsibility/ onus of the selected Successful bidder to prove that the outage is attributable to MPPKVVCL, Indore. The selected Successful bidder shall obtain the proof authenticated by the MPPKVVCL, INDORE's official that the outage is attributable to the MPPKVVCL, Indore.
- (xvii) The total deduction per quarter shall not exceed 20% of the total QP value
- (xviii) Two consecutive quarterly deductions amounting to more than 20% of the QPs on account of any reasons may be deemed to be an event of default and termination.
- (xix) It is the right of the MPPKVVCL, Indore to bring/deploy any external resources / agencies at any time for SLA review
- (xx) The Agency shall deploy sufficient manpower suitably qualified and experienced in shifts to meet the SLA. Agency shall appoint as many team members as deemed fit by them, to meet the time Schedule and SLA requirements.

9. PENALTY FOR BREACH OF PURCHASE ORDER

Breach of any Terms & Conditions which are included in the any section of the tender documents, or various schedules, Section, enclosures, appendix etc. which are referred in these sections shall be deemed as breach of this Purchase Order. In case of breach of this Purchase Order by the bidder / vendor, the Purchaser shall be entitled to forfeit the available security deposit and to realize & retain the same as damages and compensation for the said breach. This will be without prejudice to the right of the Purchaser to recover any further sums as damages, from any sums which are due or which may become due to the Agency by the Purchaser; or otherwise howsoever.

10. PERFORMANCE GUARANTEE

- (i) The performance of the contractor includes timely delivery of the Services to the MPPKVVCL Indore as per requirement. Thus the **Section-IV (Commencement of Work & Penalty), Clause No. 5 & 8 above** shall constitute the performance of the contractor
- (ii) Further, it is clarified that any other additional charges regarding cloud services delivery if required shall be borne by the Service Provider. The amount deposited under security deposit clause shall also cover the performance guarantee.
In the event of the Service Provider inability to adhere to the aforesaid provisions, suitable penal action will be taken against them, which may interalia include blacklisting of the firm for future business with the Purchaser for a certain period.

11. DEFECTIVE SUPPLIES

Not applicable

12. VARIATION IN THE ORDERED QUANTITY

Not applicable

13. LABELLING OF ITEMS REQUIRED

Not applicable

14. SUSPENSION /BANNING OF BUSINESS DEALINGS

Suspension / Banning of Business Dealings with supplier/ contractor/vendor/Service provider may be resorted to for serious lapses in performance/ misdemeanours, such as abandoning the work without completion, in timely execution of the contracts, resorting to unfair means (including false certification), adoption of unethical business practices, furnishing manipulated documents, etc.

15. CONTRACT AGREEMENT

The firm shall execute an agreement within Thirty (30) days from the date of issue of this order with the SE (IT) O/o MD (WZ) MPPKVV Co. Ltd., Indore in the prescribed form/Performa duly stamped as required for proper fulfilment of the Contract. The cost of stamp paper including cost of revenue stamps and stationery charges shall be borne by the Firm.

In case of Non-submission of security deposit (SD) and/or Non execution of the contract agreement within the stipulated period or period allowed thereafter, actions as per the clause named "Suspension/Banning of Business Dealings (for 3 years)" and other terms / conditions of the tender as annexed shall be applicable.

16. QUANTITY VARIATION

During the contract period, the Purchaser reserves the right to increase or decrease up to 60% (Sixty percent only) of Contract value (RCA Cost) and consequent change in the Support Services (Cloud) specified without any change in ex-work price(s) or other terms & conditions during the execution of the contract or during the extended period of the contract.

17. TECHNICAL SUPPORT:

The service provider shall provide technical support on all working days and over the telephone and email. Bidder shall be provided a Contact No. and a mail ID at which the contact person can be contacted in case of any problem with regard to the service of sending SMS.

18. CONFIDENTIALITY:

All the material/information shared with the bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal.

-Sd-

**Chief Engineer (Purchase)
O/o MD (WZ), MPPKVVCL,
Indore**

**SECTION-V
PRICE VARIATION**

Not Applicable

-sd-
Chief Engineer (Purchase)
O/o MD (WZ), MPPKVVCL,
Indore

SECTION-VI

SCOPE OF WORK/SERVICES

1. Managed Service Provider (MSP) services

As part of the managed services that will be required to be undertaken by the MSP, a broad categorization of the scope of work is given below:-

S. No.	Activity
1	Provisioning and Setup of Cloud Services Infrastructure, Compute, Storage, virtual cloud Networking, Cloud Native Services (Container, Devops etc), Web Application security services, Identity and Access Management, user/resource usage and budget policy formation and implementation, cyber threat prevention , protection and management and Band-width connection services
2	Operations & Maintenance with optimization of Cloud Services, Billing Management & Governance
3	Acceptance and Validation of Cloud Environment
4	Supply of required software licenses
5	Cost Estimation, Entry Plan, Migration Plan and Exit Management Plan/ Transition-Out Services
6	Backup and restore of Data, Virtual Machines, Disk.
7	Disaster recovery
8	Cyber security monitoring and compliance, Proactively identifying vulnerabilities in systems.

1.1 Bidder Scope of Work

The Bidder shall have to perform the following activities as per the scope of work given below, but not limited to:

- 1.1.1. The Bidder will be responsible for design and provisioning of required cloud infrastructure for hosting MPPKVVCL, Indore applications. The Bidder will examine the application landscape that needs to be hosted on cloud infrastructure. This activity may enable the Bidder to gauge the application workload requirements before provisioning the respective cloud infrastructure / services.
- 1.1.2. Bidder can only supply services from one cloud service provider (CSP) during the entire tenure of the contract.
- 1.1.3. The Bidder shall be responsible for provisioning, monitoring and management of all cloud infrastructure / services including third party application, database etc. but not limited to as per defined SLAs.
- 1.1.4. The Bidder shall support the respective application teams for deployment of MPPKVVCL, Indore applications on the cloud infrastructure.
- 1.1.5. The Bidder will be responsible for provisioning of requisite network infrastructure and connectivity to ensure accessibility of the cloud servers / virtual machines as per defined SLA's.
- 1.1.6. The Bidder shall have monitoring tools for measuring the service levels, application performance & utilization for servers, storage and network. The tool shall be capable of providing the exact utilization of servers and shall be able to generate per day, per month and per quarter utilization reports based on which the payments will be made to the Bidder. Bidder should also provide access of this tool to MPPKVVCL, Indore.
- 1.1.7. The Bidder shall be responsible for ensuring security of cloud services and infrastructure from any threats and vulnerabilities. The Bidder shall address ongoing

- needs of security management including, but not limited to, monitoring of various devices / tools such as firewall, intrusion prevention/ detection, content filtering and blocking, virus protection, event logging & correlation and vulnerability protection through implementation of proper patches and rules.
- 1.1.8. The cloud infrastructure / service provisioned by the Bidder must be scalable and flexible. MPPKVVCL, Indore shall be able to add/reduce cloud infrastructure / services on demand basis.
- 1.1.9. The Bidder should provide metering and billing to provide service assurance for maintenance & operations activities. Detailed user level or user group level auditing, monitoring, metering, accounting, quota and show-back information is essential for the cloud platform to be offered.
- 1.1.10. The Bidder should provide the VA-PT (Vulnerability Assessment and Penetration Testing) report for instances in use on periodic basis (half yearly) without any additional cost to MPPKVVCL.
- 1.1.10.A. All the vulnerabilities except our application level or code level, found in audit will be patched by bidder.
- 1.1.11. Upgrades: Any required version / software / hardware upgrades, patch management etc. provided by the Bidder / CSP will be managed by the Bidder for the entire contract period at no extra cost to MPPKVVCL, Indore. Bidder to consult / inform MPPKVVCL, Indore before doing any upgrade and share detailed report of associated services / functionalities which may get impacted due to the upgrade.
- 1.1.12. On expiration / termination of the contract, Bidder will need to handover complete data in the desired format to MPPKVVCL, Indore which can be easily accessible and readable without any additional cost to MPPKVVCL, Indore. Data so received should be transportable to any other Public/Private cloud.
- 1.1.13. MIS Reports: Bidder shall submit the reports on a regular basis in a mutually decided format. The Bidder shall workout the formats for the MIS reports and get these approved by MPPKVVCL, Indore after awarded the contract. The following is only an indicative list of MIS reports that may be submitted to MPPKVVCL, Indore:
- a) Weekly Reports
 - i. Summary of systems rebooted.
 - ii. Summary of issues / complaints logged with the OEMs.
 - iii. Summary of changes undertaken for the cloud services including major changes like configuration changes, patch upgrades, etc. and minor changes like log truncation, volume expansion, user creation, user password reset, etc.
 - b) Monthly Reports
 - i. Component wise server as well as virtual machines availability and resource utilization.
 - ii. Consolidated SLA / Non- conformance report.
 - iii. Summary of component wise uptime.
 - iv. Log of break-fix / preventive / scheduled maintenance undertaken.
 - v. All relevant reports required for calculation of SLAs.
 - vi. Any security incidents.
 - c) Quarterly Reports
 - i. Consolidated component-wise availability and resource utilization.
 - ii. All relevant reports required for calculation of SLAs.
 - iii. The MIS reports shall be in-line with the SLAs and the same shall be scrutinized by MPPKVVCL, Indore.
- 1.1.14. Bidder shall deploy sufficient manpower suitably qualified and experienced in shifts to meet the defined SLA. Further the man power to be deployed at IT Building

MPPKVVCL Indore inline with scope of work should be technically qualified with at least two year experience on the proposed cloud platform.

- 1.1.15. Bidder to intimate MPPKVVCL, Indore immediately about surge in resource usage in case of DDoS or any other cyber-attacks.
- 1.1.16. Bidder should develop reusable scripts to automate the process of infrastructure (like virtual machine, storage and network etc.) deployment and subsequent configuration for various use cases at no additional cost to MPPKVVCL, Indore.
- 1.1.17. Onsite resource should report to MPPKVVCL, Indore within 24 hours from the time of request. MPPKVVCL, Indore will not make any additional payment towards accommodation and travelling.
- 1.1.18. Onsite resource will be responsible for cloud infrastructure / service deployment, migration, coordination with application stakeholders, specific troubleshooting or other planning tasks etc. as required by MPPKVVCL, Indore.
- 1.1.19. Bidder shall have back to back enterprise agreement with the Cloud Service Provider (CSP) offered to MPPKVVCL, Indore. Bidder should have the provision to provide critical business support from respective software OEMs that are supplied to MPPKVVCL, Indore.
- 1.1.20. In case of any issue in the application, Bidder will be the single point of contact for the issue. Bidder will be responsible to isolate the issue and coordinate with concerned team / application vendor for required support to resolve the issue in consultation with MPPKVVCL, Indore as per SLA.
- 1.1.21. Bidder should provide 24X7 ticketing system to logging & tracking of incidents /changes.
- 1.1.22. The support cost quoted by the Bidder should include all cost towards monitoring, management and support the cloud infrastructure / services etc.
- 1.1.23. The support (Proactive & Reactive) should be offered through a combination of channels viz. telephonic, remote or onsite support (if situation warrants) as per defined SLAs.
- 1.1.24. Any additional tools/software used during the project and support (i.e. in addition to the BOM) to comply the scope must be accommodate in mentioned line items in price schedule and the cost of the same must be solely incurred by the Bidder.
- 1.1.25. MSP has to deploy ordered work load on cloud in case any work load require bare metal server than MSP has to provide that.
- 1.1.26. In the event that any workload requires a bare metal server, the MSP shall be responsible for provisioning and maintaining such servers to ensure seamless operation of the workload.
- 1.1.27. The MSP shall deploy workloads on the specified cloud platform as per the technical and performance requirements provided by purchaser.
- 1.1.28. The MSP will be responsible for the security, maintenance, and monitoring of all bare metal servers to ensure optimal performance and uptime.
- 1.1.29. The MSP must provide detailed documentation and reporting on the deployed workloads, including configuration, performance metrics, and incident reports.
- 1.1.30. Any additional services, licenses, hardware, or other components are required to run the existing applications in the cloud environment, the bidder will arrange for these without any additional cost to the purchaser.
- 1.1.31. Backup, restore, Disaster Recovery and business continuity:
 - 1.1.31.1. The Bidder should ensure daily incremental and weekly full backup taken for all services like virtual machines, storage etc. The backup should be tested on a half yearly basis. However, MPPKVVCL, Indore reserves the right to define / update the backup strategy for different applications and Bidder shall configure the backup policies as per MPPKVVCL, Indore requirements.

- 1.1.31.2. Unless otherwise mentioned, backup recovery / restoration time for applications will be near zero.
- 1.1.31.3. The Bidder shall submit a well-defined plan for backup and recovery including processes and procedures etc. related to recovery or continuation of services.
- 1.1.31.4. SAN hardware and all associated components necessary for onsite real time live backup (live replication) at MPPKVVCL Indore will be the responsibility of the bidder without any additional cost to purchaser, These SAN backup storage should provide backups for all kinds of data/applications, not just limited to databases. Bidder should provide Dark fiber P2P Link from two different ISP to ensure redundancy.
- 1.1.31.5. **Onsite Backup Verification:** The bidder must facilitate a verification process for an existing backup located on MPPKVVCL premises. This verification will include the restoration of 2-3 virtual machines (VMs) to an alternate Meity empanelled cloud platform or on premise DC in every 3 months without any additional cost to MPPKVVCL.
- 1.1.31.6. **Disaster Recovery (DR) Drills:** The bidder must demonstrate a commitment to regular (Quarterly) disaster recovery drills (without any additional cost to MPPKVVCL). Evidence of these drills, including dates, scope, and outcomes, should be submitted as part of the proposal.
- 1.1.31.7 Purchaser will have the admin privilege access of SAN backup.
- 1.1.32. The Bidder will be required to provide a minimum of the following managed services, but not limited to:
- a) Setup, configure and manage the following cloud components but not limited to:
 - i. Virtual machines, containers
 - ii. Private SSL certificates should be installed for URL and Applications.
 - iii. MPPKVVCL, Indore will decide whether to install wildcard or single SSL on URL/Applications.
 - iv. Premium SSL certificate should support Organization validation (OV), Extended validation (EV), Wildcard support , Provides site seal to prove authenticity, SSL OEM should have dedicated technical support.
 - v. Storage (block, object etc., as applicable).
 - vi. Network and security (public subnets, private subnets, security rules, VLAN etc.).
 - vii. Identity and access management.
 - viii. Set up of database and database administration tasks.
 - ix. Managed Load Balancer.
 - x. Managed Firewall, Built-in security like IDS / IPS, DDoS mitigation, SSL Interceptor firewall should be provided in the cloud platform.
 - xi. Security certificate management / configuration, SSO setup with MPPKVVCL, Indore site when requested by MPPKVVCL, Indore.
 - b) Take backups, snapshots of application servers, applications, databases and it's archival, retrieval, access, authorization
 - c) Monitoring of all instances and reporting of failure as per SLA.
 - d) Provide access to monitor health/system utilization through a dashboard.
 - e) Monitoring all cloud services used for an application and fixing of issues, if any.
 - f) Generate email alerts for all major problems in the cloud infrastructure & application.
 - g) All security and network components cost shall included in server cost as mentioned in price schedule and all these components must be enabled to utilized for all servers and associated network, software and applications hosted on cloud.
 - h) Charges of all the transfer in and transfer out (ingress and egress) must be included in line items defined in tender. No extra charges will be applicable.

- i) The bidder is responsible for provisioning, monitoring, and timely deactivation of GPU resources as required by MPPKVVCL, ensuring billing corresponds only to actual usage hours. MPPKVVCL monthly billing reports must accurately reflect usage, including activation and deactivation times, with the bidder bearing costs for any delays in deactivation. MPPKVVCL, Indore reserves the right to audit GPU management practices to ensure compliance with these terms.
- j) Implementation of an air-gapped subnet for the protection of sensitive data, the bidder must be prepared to design and deploy a solution that meets the strictest security standards. This may include; Physical isolation of the network, Rigorous access control procedures, or anything as per the compliances.
- k) Compliance with government regulations is mandatory and non-negotiable. The bidder will be obligated to adhere to all applicable compliance standards and regulations.
- l) Successful bidder needs to implement/mitigate/change required in line with recommendations of audit agency and designated govt bodies. All required changes in respect of IT infra, VMs, OS, Network & Security devices and DB etc. without any additional cost to purchaser. Purchaser will only be responsible for change required at application code.
- m) Line item pertains to the provisioning of VPN services capable of supporting up to concurrent users as ordered. MPPKVVCL, Indore reserves the right to create an unlimited number of VPN user accounts; however, the billing will be strictly based on the support for ordered concurrent users at any given time. The bidder must ensure the infrastructure and licensing accommodate this requirement without additional charges for the creation of unlimited user accounts, ensuring that only the actual number of concurrent users up to the specified limit incurs charges.
- n) The bidder is responsible for the installation of VPN client software on remote/end user devices. This includes ensuring compatibility, securing the necessary licenses, and performing any required configurations to facilitate seamless VPN access for ordered users. All costs associated with the VPN client software, including licensing fees and installation, redundant internet bandwidth required at Cloud Data Centre shall be borne by the bidder. MPPKVVCL will not incur additional expenses for the provisioning, installation, or licensing of the VPN client software. The bidder must ensure that all software used complies with Discom's/ security and operational standards, providing a reliable and secure connection for all users.
- o) There will be no additional costs for clients connecting to the cloud remotely via VPN (Except VPN Licenses & user side internet) including connections made through the internet from various locations. If there is any cost, it should be taken care by bidder. Purchaser will bear only internet connectivity (of any ISP of purchaser choice) cost at user site only.
- p) VPN must support multi-factor authentication either through mobile authenticators or OTP-based methods.
- q) VPN clients must be configured on authorized MAC address binding to the client machines. Also VPN logs with Mac details should be available.
- r) As specified in the Price Schedule B, under Line Item (Implementation & Migration of existing DC replica on Cloud), the bidder is responsible for the complete implementation and migration of the existing Data Center (DC) replica onto a cloud platform. This includes:
 - a. **Licensing Costs:** All licensing costs associated with running the existing on-premises setup in parallel with the cloud setup for a duration of 3 months will be covered by the bidder. This covers all necessary software and platform licenses required to operationalize both environments simultaneously.

Purchaser have licenses to run existing infra, if any or more licenses required during and after the migration to run existing data base/application/middleware/RAC/Data Guard on cloud infra, bidder will be responsible to supply & maintain all additional licences to run the application in cloud environment with same performance, without any extra cost to purchaser.

- b. **Migration Services:** The bidder will undertake all activities related to the "lift and shift" of the existing DC setup to the cloud. This encompasses all necessary planning, execution, and validation phases to ensure a seamless transition with minimal downtime.
 - c. **Resource Provisioning:** The bidder will provide resources in alignment with the specifications outlined in the resources sheet attached to this tender document. This includes provisioning of computing, storage, and networking resources required to replicate the existing DC environment in the cloud.
 - d. **Resources Details (Minimum Required):**
 - i. Project Incharge: 1 (Onsite)
 - ii. Cloud Engineer: 4 (2 Onsite, 2 Offsite)
 - iii. Database & Backup Administrator: 4 (2 Onsite, 2 Offsite)
 - iv. Cyber Security Expert: 2 (Onsite)
 - e. **Resource Scalability:** Bidder will make sure, resources required for successful operation of the project, will be available at any point of time (24x7x365).
 - f. If any additional resources required to meet the scope of this RFP than bidder needs to deploy such resources
 - g. **Bidder must provide training for four resources of Discom to achieve professional-level cloud certification (on proposed cloud environment) with each resource permitted three exam attempts. Training, Exam fee and all associated cost will be born by bidder without any additional cost to purchaser.**
- s) **EDR:** The scope of this line item includes the provision, licensing, and installation of an Endpoint Detection and Response (EDR) solution on MPPKVCL 's endpoints. The bidder is responsible for all associated costs, including but not limited to software acquisition, licensing fees, and professional services for installation. Additionally, the EDR solution provided must meet the following feature requirements to ensure robust security posture and operational efficacy:
- a. **Real-Time Threat Detection:** Capable of identifying and alerting on threats as they occur in real time, leveraging advanced analytics, machine learning, or AI technologies.
 - b. **Automated Response Capabilities:** Includes automated response options to quickly mitigate identified threats without manual intervention, minimizing potential damage.
 - c. **Comprehensive Visibility:** Offers full visibility into endpoint activities, including process executions, network communications, and file changes, to aid in threat investigation and response efforts.

- d. **Behavioral Analysis:** Utilizes behavioral analysis to detect suspicious activities that deviate from normal patterns, identifying potential threats based on anomalous behavior.
- e. **Threat Hunting Tools:** Equipped with advanced threat hunting tools that allow security teams to proactively search for hidden threats across all endpoints.
- f. **Integration and Compatibility:** Fully compatible with MPPKVVCL's existing security infrastructure and able to integrate with other security tools for a cohesive security posture.
- g. **Scalability:** Can efficiently scale to meet the growing number of endpoints without compromising performance or security effectiveness.
- h. **Antivirus:-** Bidder must Supply , configure and install antivirus software to protect, detect, and remove malware and viruses on all remote/end user machine.

The bidder will coordinate with MPPKVVCL's IT and security teams to ensure seamless installation and integration of the EDR solution across all designated endpoints. This includes conducting any necessary compatibility tests, configuration settings, and employee training required to operationalize the EDR solution effectively.

The successful bidder must also provide comprehensive support and maintenance services for the EDR solution, ensuring its continuous operation and updating to protect against new and evolving threats.

- t) **XDR:** The XDR scope encompasses the provisioning, licensing, and deployment of an Extended Detection and Response (XDR) solution on each Virtual Machine (VM) operated by MPPKVVCL. The bidder is obligated to cover all costs associated with the XDR solutions, including software procurement, licensing, and installation services. The XDR solutions provided must meet the following criteria to ensure advanced security coverage and operational efficiency:
 - a. Cross-Layered Detection and Response: Capable of correlating data across multiple security layers—including email, endpoint, server, cloud workloads, and network—to detect threats more accurately and respond to them promptly.
 - b. Automated Threat Response: Features automated response mechanisms that can mitigate threats swiftly across the affected VMs, reducing the need for manual intervention and minimizing potential damage.
 - c. Advanced Analytics and Threat Intelligence: Utilizes advanced analytics and integrates with global threat intelligence feeds to identify sophisticated threats and provide actionable insights for remediation.
 - d. Integration with Existing Infrastructure: Seamlessly integrates with MPPKVVCL's existing IT and security infrastructure to provide cohesive security monitoring and management.
 - e. Behavioral Analysis and Anomaly Detection: Employs behavioral analysis to detect and alert on abnormal behavior patterns indicative of sophisticated attacks or insider threats.
 - f. Threat Hunting Capabilities: Includes tools and capabilities for proactive threat hunting, enabling security teams to uncover latent threats across VM environments.

- g. Scalability and Performance: Ensures that the XDR solution can scale effectively as the number of VMs grows, without compromising on performance or security efficacy.

In addition to these technical and operational requirements, the bidder will coordinate the deployment of the XDR solutions with MPPKVVCL's IT security team, ensuring minimal disruption to operations. This includes comprehensive pre-deployment testing, configuration to match organizational security policies, and post-deployment support and maintenance to ensure the ongoing effectiveness of the XDR solutions.

The bidder must also provide detailed documentation and training materials to facilitate the effective use and management of the XDR solutions by MPPKVVCL's IT security personnel.

Additionally, it is mandatory for the Original Equipment Manufacturer (OEM) of the Endpoint Detection and Response (EDR) and Extended Detection and Response (XDR) solutions to have been positioned in Any quadrant of the Gartner Magic Quadrant for Endpoint Protection Platforms, in the report published by Gartner since January 1st, 2023.

u) Brand Protection Services

This line item encompasses the provision of comprehensive brand protection services aimed at safeguarding MPPKVVCL's digital assets and online presence. The bidder is required to offer a suite of services that include, but are not limited to:

- Imitating Domain Detection: Continuous monitoring for and reporting of domain names that imitate or closely resemble MPPKVVCL's brand, potentially misleading customers or infringing on trademark rights.
- Vulnerability Assessments: Regular and on-demand vulnerability scanning of MPPKVVCL's servers and websites. The bidder must provide a customizable scheduling tool for these scans, allowing for assessments to be tailored to our specific operational needs and security policies.
- Dark Web Monitoring: Proactive searching and monitoring of the dark web and other digital channels for any indications of data leaks, breaches, or unauthorized trading of MPPKVVCL's sensitive or proprietary information.

Bidder Responsibilities

• The bidder shall provide a comprehensive dashboard or reporting platform that consolidates alerts, findings, and reports generated by the brand protection services. This platform must be accessible in real-time by MPPKVVCL's designated personnel.

- Upon detection of any threats or vulnerabilities, the bidder is responsible for promptly notifying MPPKVVCL and mitigate all the risks except application level vulnerabilities, and providing actionable intelligence and recommendations for mitigation of application level vulnerabilities .
- The bidder must detail their methodology for monitoring and analysis, including the tools, technologies, and expertise leveraged to provide the brand protection services.

Evaluation Criteria

- Effectiveness of the proposed solution in detecting imitating domains, vulnerabilities, and potential data leaks.
- Flexibility and customization options of the vulnerability scanning scheduler.
- Demonstrated experience and success in dark web monitoring and the identification of online threats to brand integrity.

Costs

- All costs associated with the delivery of the brand protection services, including setup, monitoring, reporting, and support, shall be borne by the bidder. MPPKVVCL will not incur additional expenses beyond the agreed contract price for these services.

- v) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of any non-public government data collected and stored by the Bidder, the Bidder shall afford MPPKVVCL, Indore access to its technical capabilities, documentation, records, etc.
- w) Managed services includes Database Management it's backup and restoration, Operating System Management and Application management and Network & Security Management as follows, but not limited to:

<i>Database Management (but not limited to)</i>	
<i>Administration</i>	☐ User Account Management ☐ Create / drop / alter application accounts ☐ Create/ drop / alter / Lock user accounts ☐ Grant Access Rights ☐ Manage user profiles / Policies ☐ Database Administration ☐ Web server and application server ☐ Manage Initialization parameters ☐ Naming conventions ☐ Data file management ☐ Batch jobs management (Root / Database / Application accounts) ☐ Maintain instance parameters and system settings ☐ Manage Database Links ☐ Maintain application objects ☐ Management of space on server ☐ Application specific administration
<i>Change & Configuration Management</i>	☐ Data Definition Scripts / Schema Changes execution ☐ Creation of services ☐ Database / Instance creation ☐ Create Application Objects ☐ Patch testing and application ☐ Security Patches
<i>Incident Management</i>	☐ Response to alerts generated by monitoring systems or problems reported by customer / end-user ☐ Troubleshooting, root cause analysis and identification of problem area ☐ Resolution of problems through configuration changes / reinstallations / replacements within the given Architecture and design. (Any change in design will be treated as a separate scope). ☐ Restart / shutdown instance

TS No. MD / WZ / 06 / PUR / TS-1783 due on 26.07.2024

“Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVVCL, Indore through RCA, for period of 5 Years”

	☐ Connectivity issues ☐ Kill sessions ☐ Fix Broken jobs / queues
Performance Management	☐ 24 X 7 monitoring of performance parameters ☐ Auto alerts and notification to performance degradation / threshold violation ☐ Generate and Analyze schema statistics ☐ Re-Indexing ☐ Inter-database interaction management ☐ Generate, parse statistics ☐ Tuning pools / caches
Tuning and Reducing Database CPU / IO Read/Write	☐ Index performance Optimization ☐ Object Validity Checks ☐ Disk & Data files Fragmentation Tuning ☐ Execution of Dynamic Troubleshooting & Performance Views and Scripts ☐ Conduct Trouble shooting, root cause analysis and identify the bottlenecks ☐ Suggest de-bottlenecking solutions.
Operations Support	☐ Backup process execution ☐ Restoration of files and configuration from backup when required ☐ Trouble ticket logging , update and closure ☐ Replication setup checks ☐ Backup and resize log files ☐ Version upgrades
DB Licence Migration, Backup and CSP Support	☐ Data base Licence (Postgresql, Oracle, MS SQL etc) ☐ Cloud Backup (Per VM 200 GB) ☐ Migration Service One time ☐ CSP /MSP should provide dedicated server/host, to get the option to leverage its existing Microsoft, Oracle, software license to deploy. CSP/MSP Should provide per host billing and provides visibility of number of sockets and physical cores (no other customer should share the same server). we should be able to provision dedicated servers/host from the same self-service portal which is offered by the CSP for provisioning all the other services related to compute, storage, network, security etc. The dedicated servers/host must be the part of the same Virtual Private Cloud in which all other application infrastructure is deployed.
OS Management (but not limited to)	
Administration	☐ User Management: ☐ o Create / modify / delete local system users (with respect to application installed on the system) ☐ Manage local user groups ☐ Manage local user rights ☐ Terminal Service installation and configuration ☐ Automatic antivirus pattern / definition update ☐ Disk partition addition /deletion ☐ Disk space administration
Change & Configuration Management	☐ Patch testing for system and supported application ☐ Update security patches ☐ Terminal service configuration changes ☐ WINS configuration changes ☐ Configuration changes required as part of change request ☐ Memory dump configurations

	☐ <i>Hardware re-configuration as part of change (except reinstallation)</i>
<i>Performance Management</i>	☐ <i>24 X 7 monitoring of performance parameters</i> ☐ <i>Auto alerts and notification to performance degradation / threshold violation including application and service</i> ☐ <i>Trouble shooting & root cause analysis for incidents / faults</i> ☐ <i>Identifying bottlenecks and suggesting de-bottlenecking solution</i> ☐ <i>Operation Support to Work log update for trouble ticket and Closure</i>
<i>Web Server Management</i>	☐ <i>Trouble shooting & root cause analysis for incidents / faults</i> ☐ <i>Identifying bottlenecks and suggesting de-bottlenecking solution</i> ☐ <i>Operation Support to Work log update for trouble ticket and Closure</i>
<i>Release Management</i>	☐ <i>Migration of staging built on production server.</i> ☐ <i>Trouble shooting & root cause analysis for the issues encountered in production /staging environment</i> ☐ <i>Critical Support for web server and DB issues.</i>
<i>Network & Security Management (but not limited to)</i>	
<i>Network Management</i>	☐ <i>Web Application Firewall – 200 GB processed</i> ☐ <i>Log collection and analysis</i> ☐ <i>Cross connect and + Port Termination</i> ☐ <i>Data replication agent cost with 100 GB data replication Bandwidth between DC and DR this is required for creating DR with same CSP</i> ☐ <i>Site to site VPN failover 200 GB data egress</i> ☐ <i>UTM/NGFW with HA having at least 100 Mbps throughput at MPPKVVCL Indore Datacenter</i> ☐ <i>Web Application Firewall – 200 GB processed</i> ☐ <i>DNS as service</i> ☐ <i>SIEM or equivalent service with logs 1 GB per day or 1000 EPS</i> ☐ <i>Network monitoring and analysis</i>
<i>Security Management</i>	☐ <i>Data Leakage Protection as service</i> ☐ <i>Anti APT (Advance persistent Threat Solution)</i> ☐ <i>Vulnerability and Threat scanning Tools (4 Scans per month)</i> ☐ <i>Two factor Authentication</i> ☐ <i>DDoS Protection</i> ☐ <i>Anti virus and Anti Malware with HIDS</i>

1.1.33. Line items mentioned in price schedule are mentioned for rate contract purpose which is valid till contract duration. Quantities mentioned in price schedule are indicative and mentioned only for evaluation purpose. Payment will be made against actual quantity utilised by MPPKVVCL, Indore against respective work order.

- Estimated quantity of servers as mentioned in price schedule with all facilities mentioned in the scope, required to be procured during contract. MPPKVVCL may place work order to deploy these servers through single order or may place multiple orders as and when required during contract period. Rent and support period of ordered quantity will start from date of commissioning to remaining contract period or order to withdraw servers, whichever is earlier.
- Servers required may be of single/multiple VM.

TS No. MD / WZ / 06 / PUR / TS-1783 due on 26.07.2024

“Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVVCL, Indore through RCA, for period of 5 Years”

- Premium SSDs for fast data access and durability. For High performance premium SSD Minimum of 30 IOPS per GB to ensure performance, At least 1 Gbps throughput for rapid data transfer.
 - Work Order for servers with specified VM(s) and/or associated other Line items will be placed by SE-IT,O/o MD-WZ. Please note that Cost of Other services like security/network components or/and any other services as per scope not mentioned in Line items of price schedule will be considered bundled in Server/VM Cost and no extra cost will be borne by the purchaser.
 - Estimated Quantity as mentioned in Price Schedule may be varied in line with quantity variation clause of this tender.
- 1.1.34. MPPKVVCL, Indore reserved the right to bring its own licenses for system software like operating system and database. However, if Bidder provides these licenses it will be responsible for managed services of the respective software.
 - 1.1.35. Unless other mentioned, Bidder should ensure encryption for the data at rest and in transit and follow security guidelines as directed by MPPKVVCL, Indore security policy.
 - 1.1.36. Bidder shall be accountable and responsible for any lapses in the deliverables by CSP and shall be penalized accordingly as per SLA mentioned in Section-III clause No. 5.
 - 1.1.37. The services mentioned in BOQ are indicative “but not limited to”, if any new cloud service is being introduced by the CSP, it will be provided to MPPKVVCL, Indore at the same discount rate as quoted above under the respective service type.
 - 1.1.38. The rate quoted by the bidder against the respective cloud service types should not change during the entire duration of the contract.
 - 1.1.39. Bidder shall also be able to meet the any new security requirements as specified by MPPKVVCL, Indore auditor during the period of the contract.
 - 1.1.40. Bidder should be capable of supporting audit with features such as what request was made, what is the source IP address from which the request was generated, who made the request, timestamp, etc.
 - 1.1.41. MPPKVVCL, Indore may seek right to perform remote audits / review through management console of the provisioned cloud environment through a third party auditor appointed or authorized by MeitY/GoI. MPPKVVCL, Indore will notify the Bidder in advance regarding the same.

1.2 CSP Scope of Work

The CSP shall have to perform the following activities as per the scope of work given below, but not limited to:

- 1.2.1. The cloud infrastructure and all MPPKVVCL, Indore data must be hosted and maintained in India only. Any MPPKVVCL, Indore data cannot be moved to other site without prior written approval from designated authority in MPPKVVCL, Indore.
- 1.2.2. MPPKVVCL, Indore will reserve the right to scale horizontally and vertically, as per the applications compatibility. There should be a provision of auto scaling for servers as per thresholds mentioned by MPPKVVCL, Indore.
- 1.2.3. CSP should provide detailed audit trail reports for portal login, enabling administrators to identify all actions taken through the cloud portal / API. It should also provide a variety of usage reports that enable administrators to identify historical service usage. Every activity undertaken under admin access should be logged and the same to be communicated to MPPKVVCL, Indore.
- 1.2.4. During the Term, new cloud services and /or features may be available as a result of technology advancement, the CSP shall keep MPPKVVCL, Indore informed and makes these services and / or features available to MPPKVVCL, Indore.
- 1.2.5. CSP should ensure the following:
 - 1.2.5.1. Provides the latest generation of processor for the underlying hardware.

- 1.2.5.2 Underlying processors are upgraded at least once during the contract period (as applicable) to ensure optimum performance.
- 1.2.5.2. Physical core to vCPU allocation ratio is 1:1 for all proposed virtual machines and services
- 1.2.6. CSP shall not publish or disclose in any manner, without MPPKVVCL, Indore's written consent, the details of any safeguards either designed or developed by the CSP under the agreement or otherwise provided by MPPKVVCL, Indore
- 1.2.7. CSP shall provide the ability to MPPKVVCL, Indore Administrators / vendors as designated by MPPKVVCL, Indore to automatically provision the services via a Web Portal (Self Provisioning), provide metering and billing to provide service assurance for maintenance & operations activities
- 1.2.8. CSP shall provide user level / user group level auditing of all administrator activities performed by MPPKVVCL, Indore / MPPKVVCL, Indore's vendors etc. and also provide information like "but not limited to "monitoring, metering, allocation, quota / limits etc. CSP should allow MPPKVVCL, Indore to download copies of these audit logs and reports in mutually agreed pre-defined format.
- 1.2.9. MPPKVVCL, Indore should have the right to perform Penetration Test and will notify the CSP in advance regarding the same. If MPPKVVCL, Indore exercises this right, the CSP shall allow MPPKVVCL, Indore's designated third party auditors to conduct required activities.
- 1.2.10. **The CSP should be having a valid MeitY empanelment certificate in OCT-2022.** The CSP shall however remain MeitY empanelled vendor throughout the period of the contract with MPPKVVCL Indore. In case of any change in the empanelment policy of MeitY, the CSP shall follow the same and obtain new empanelment certifications, within the time frame given by MeitY, failing which MPPKVVCL Indore shall be free to terminate the contract and appoint the new CSP on the risk and cost of the existing CSP.
- 1.3 The configuration (vCPUs, RAM, Storage, etc.) & quantities defined in the Bill of Material are indicative only and MPPKVVCL, Indore may use any of the available configuration as per its requirements limited to MPPKVVCL, Indore approved cost.
- 1.4 The desired manpower shall be placed at our site in IT Building MD Office, Indore. The seating space and necessary network requirements shall be made available by MPPKVVCL, Indore.
- 2. Provisioning and Setup of Cloud Services Infrastructure, Compute, Storage and Bandwidth**
- (i) The MSP shall align a CSP of designated credentials.
- (ii) The MSP shall be responsible for migration of IT Applications on Cloud & provisioning of required software, infrastructure, bandwidth, licenses and management of services deployment and hosting of the current IT Application, including the underlying application/system software necessary to run the IT Applications. Bidder should perform proper handover takeover/Knowledge transfer of existing IT Applications before the migration. It will be required to adequately and optimally size the necessary compute, memory, and storage required, build the minimum sufficient redundancy into the architecture (including storage) and load balancing to meet the service levels mentioned in the RFP at all times. The hosting solution must be designed for rapid elasticity and handle hardware failures without downtime. In addition to the production environment, the MSP shall also provision for the Quality Assurance (QA), Test and Development environments (1 instance each respectively) on the cloud environment.

- (iii) The MSP needs to carry out the capacity planning in advance, in consultation with MPKKVCL, Indore, to identify and provision. Whenever necessary, the additional capacity to meet the user growth and / or the peak load requirements to support the scalability and performance requirements of the solution.
- (iv) In case of failure, automated processes should shift application traffic to the redundant hosts.
- (v) The Database nodes (RDBMS) should be in a separate subnet with higher security layer. The testing and development instances of the application should be in a separate subnet from the production instance and setup such that users of the environments are in separate networks.

3. *Operations & Maintenance with optimization of Cloud Services, Billing Management and Governance*

The MSP would be required to undertake following activities as part of Operations & Maintenance of the cloud hosted IT Application-

- (i) While the minimum required compute, storage, band-width is provided in the RFP, it is expected that compute, storage, and bandwidth requirements may be auto-scaled over the period of the contract in line with the transaction load and in order to meet the SLA requirements. The review of auto-scaling rules and limits may be done from time-to-time and approvals from MPPKVVCL, Indore sought, wherever necessary. The MSP shall provide the necessary details like the sizing calculations, assumptions, current workloads & utilizations, expected growth / demand and any other details justifying the request to scale up or scale down.
- (ii) It would be the responsibility of the MSP to implement Identity and Access Management (IAM) that properly separates users by their identified roles and responsibilities, thereby establishing least necessary privileges. Additionally, multi-factor authentication (MFA) for the root account, as well as any privileged Identity and Access Management accounts associated may be configured. The MSP should ensure to appropriately segregate / isolate data traffic/application by functionality using DMZs, subnets etc.
- (iii) The MSP should ensure that the cloud infrastructure and all systems hosted on it, respectively, are properly monitored for unauthorized activity. Additionally, regular vulnerability scanning and penetration testing of the systems would be required, as per the best practices and in accordance with security policies of MPPKVVCL, Indore. The audit logs will have to be reviewed to identify any unauthorized access to the systems and application.
- (iv) Review of the service level reports provided by the CSP and monitoring of the service levels including availability, uptime, performance, and resource utilization of the network, storage, database, operating systems, all applications, including API access within the CSP's boundary would be diligently conducted by the MSP in order to identify any deviations from the SLAs and report SLA breaches to MPPKVVCL, Indore. The MSP would monitor, manage and administer the billing related aspects that will help MPPKVVCL, Indore to validate the billing of the CSP and SLA related penalties.
- (v) Configure, schedule, monitor and manage backups of all the data including but not limited to files, images and databases as per the backup policy of MPPKVVCL, Indore. The MSP would assist restoration from the backup, as and when required.
- (vi) Create and maintain all the necessary technical documentation, design documents, standard operating procedures, configurations required to continued operations and maintenance of cloud services.

- (vii) One read only cloud console login should be provisioned for the department for monitoring the real time performance, configuration, resource utilization of servers, network and security components.
- (viii) In future, the purchaser may require to integrate these applications from other data sources (like ERP, NGB, SCADA, MDAS MDM, NVIS, DFIS etc). In such case, successful bidder will be required to make necessary provision for the same.
- (ix) The bidder shall assist the Purchaser to review the workloads every month and its further augmentation, if required.

4. Acceptance and Validation of Cloud Environment

- i. Bidder shall validate and demonstrate the Compute, Storage and Backups after initial acceptance (within 6 months). The dates for demonstration will be mutually agreed.
- ii. Bidder has to factor the cost of provisioning the licenses, infrastructure, database instances, and any other services required to accept/validate the cloud environments.
- iii. Any licenses (OS, DB) required for such acceptance/validation is the responsibility of the bidder.

5. Cost Estimation, Entry Plan, Migration Plan and Exit Management Plan / Transition-Out Services

The MSP would be required to complete following activities:-

- i. Provide a comprehensive cost estimation, Cloud Entry and Migration plan to MPPKVVCL, Indore before starting any cloud Entry or Migration activity with timeline.
- ii. Provide a comprehensive exit management plan to MPPKVVCL, Indore as and when desired by the Company without the need of re-architect, re-platform and re-designing of any application and also maintain the same network and security profile thereby eliminating the reconfiguration.
- iii. Migrate the VMs, data, content and any other assets to the new environment or on alternate CSP's offerings, without the need of re-architect, re-platform and re-designing of any application and also maintain the same network and security profile thereby eliminating the reconfiguration and ensure successful deployment and running of the MPPKVVCL, Indore solution on the new infrastructure by suitably retrieving all data, scripts, software, virtual machine images, and so forth to enable mirroring or copying to Department supplied industry standard media
- iv. Retain the data at the end of the agreement (for a maximum of 45 days beyond the expiry of the Agreement). If data is to be retained the cost for retaining the data may be obtained in the commercial quote.
- v. Once the exit process is completed, remove the data, content and other assets from the cloud environment and destroy the VM, Content and data of MPPKVVCL Indore.
- vi. Support and assist MPPKVVCL Indore for a period of 1 month to successfully deploy and access the services from the new environment.
- vii. Train and transfer the knowledge to the Replacement Agency (or MPPKVVCL Indore) to ensure similar continuity and performance of the Services post expiry of the Agreement.
- viii. The MSP shall not charge anything extra to MPPKVVCL, Indore for transferring the data to the new CSP/Data Center during the Exit Plan.
- ix. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry/termination of the contract, shall rest absolutely with MPPKVVCL Indore

6. Exit Management Purpose

This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period starts, in case of expiry of contract, at least 3 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the Successful bidder. The exit management period ends on the date agreed upon by MPPKVVCL, Indore or Three months after the beginning of the exit management period, whichever is earlier.

7. Confidential Information, Security and Data

Successful bidder will promptly, on the commencement of the exit management period, supply to MPPKVVCL, Indore or its nominated agencies the following:

- (a) Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code; any other data and confidential information created as part of or is related to this project;
- (b) Project data as is reasonably required for purposes of the project or for transitioning of the services to its replacing successful bidder in a readily available format.
- (c) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable MPPKVVCL, Indore and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the Services to MPPKVVCL, Indore or its nominated agencies, or its replacing vendor (as the case may be).
- (d) The Successful bidder shall retain all of the above information with them for 30 days after the termination of the contract, post which the provider has to wipe/purge/delete all information created or retained as part of this project.
- (e) Successful bidder will sign a Non-Disclosure Agreement with MPPKVVCL, Indore IT Department, as prescribed by purchaser.

8. Employees

Promptly on reasonable request at any time during the exit management period, the Successful bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to MPPKVVCL, Indore a list of all employees (with job titles and communication address) of the Successful bidder, dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the Successful bidder, MPPKVVCL, Indore or Replacing Vendor may make an offer of contract for services to such employee of the Successful bidder and the Successful bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by MPPKVVCL, Indore or any Replacing Vendor.

9. Rights of Access to Information

At any time during the exit management period, the Successful bidder will be obliged to provide an access of information to MPPKVVCL, Indore and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other material related to implementation of IT Infrastructure Solution for MPPKVVCL, Indore.

10. Exit Management Plan

Successful bidder shall provide MPPKVVCL, Indore with a recommended "Exit Management Plan" within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

- a) A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing

- provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- Plans for the communication with such of the Successful bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
 - Plans for provision of contingent support to the implementation of IT Infrastructure Solution for a reasonable period (minimum one month) after transfer.
 - Exit Management Plan shall be presented by the Successful bidder to and approved by MPPKVVCL, Indore or its nominated agencies.
 - The terms of payment as stated in the Terms of Payment Schedule include the costs of the Successful bidder complying with its obligations under this Schedule.
 - During the exit management period, the Successful bidder shall use its best efforts to deliver the services.

11. **Backup and restore of Data**

- In order to safeguard the data hosted on cloud, Bidder should take regular backups in cloud
- The backup should be incremental or differential as per the backup policy proposed by MPPKVVCL, Indore.
- Bidder may use existing hardware such as SAN Storage, Servers etc. for backup of cloud data.
- Backup solution should take consistent backups of defined Application(s) and Database(s). Department may use these backups to run instances in On-Premise infrastructure as well as On-Cloud instance in case of any exigency.
- Bidder can request to MPPKVVCL, Indore for existing documentation like Training Manuals and standard operating procedures of existing infrastructure. However, MSP/CSP is required to do the needful study and submit revised documents based on the future state as desired from this project.

12. **Cloud Services Specifications and Requirements**

i. *Regulatory Requirements*

	Requirement	Description
1.	Data centre locations in following geographies –India	Cloud provider should offer cloud services from within India but should have Data Centre in other Global Regions.
2.	Maintain and ensure data locality	Cloud provider should ensure that customer data and resources resides only in the Region they specify.
3.	Protect your applications and database from the failure of a single location	Cloud provider should offer data centres engineered to be isolated from failures in other data centres, and to provide inexpensive, low-latency network connectivity to other data centres.

ii. *Compute*

	Requirement	Description
1.	Compute instances – - General Purpose - Memory optimized - Compute optimized	Cloud provider should offer the following instance types – - General Purpose – optimized for generic applications and provides a balance of compute, memory, and network resources. - Memory optimized – optimized for memory applications - Compute optimized – optimized for compute applications
2.	Compute instances – Burstable performance	Cloud provider should offer instances that provide a baseline level of CPU performance with the ability to burst above the baseline.

3.	Compute instances – Dedicated	Cloud provider should offer instances that run on hardware dedicated to a single customer.
4.	OS Support – Linux	Cloud provider should be able to support following Linux distributions - (Red Hat, SUSE, Ubuntu, CentOS, and Debian)
5.	OS Support – Windows	Cloud provider should be able to support the last two major Windows Server versions Windows Server 2008, 2012, 2016 and 2019
6.	Resize virtual cores, memory, storage seamlessly	Customer must be able to specify and modify server configuration (CPU, memory, storage) parameters seamlessly during maintenance window (maximum of 30 min)
7.	Local disk/Instance store	Cloud service should support local storage for compute instances to be used for temporary storage of information that changes frequently.
8.	Provision multiple concurrent instances	Cloud service must offer self-service provisioning of multiple instances concurrently either through a programmatic interface (API/CLI) or through a management console.
9.	Instance affinity - logical grouping of instances within a single data centre	Customer should be able to logically group instances together for applications that require low network latency and/or high network throughput.
10.	Auto Scaling support	Cloud service should be able to automatically increase the number of instances during demand spikes to maintain performance and decrease capacity during lulls to reduce costs. The platform should allow horizontal scaling of the instances without any outage. A maintenance window is allowed for vertical scale-up of VM to specify and modify server configuration (CPU, memory, storage) parameters.
11.	Bring your own image/Instance Import	Customer should be able to import their existing image and save it as a new, privately available image that can then be used to provision instances in the future.
12.	Export Instance Image	Cloud service must support the ability to take an existing running instance or a copy of an instance and export the instance into a VMDK or VHD image format.
13.	Instance maintenance mitigation	Cloud service must be architected in such a way to avoid instance outages or downtime when the provider is performing any kind of hardware or service maintenance.
14.	Instance failure recovery	Cloud service must be architected in such a way to automatically restart instances on a healthy host if the original physical host fails.
15.	Instance restart flexibility	Cloud provider must be able to schedule events for customer's instances, such as a reboot, stop/start, or retirement. Depending on the event, customer might be able to take action to control the timing of the event.
16.	Support for containers	Cloud service should support containers and/or other containerization platforms.
17.	Highly scalable, high performance container management service	Cloud provider should offer a highly scalable, high performance container management service.

18.	Event-driven computing that runs code in response to events	Cloud service should be able to run customer code in response to events and automatically manage the compute resources.
19.	License portability and support – Microsoft	Cloud provider should offer license portability and support for Microsoft apps like SQL Server and SharePoint Server.
20.	License portability and support – Oracle	Cloud provider should offer license portability and support for Oracle apps like Oracle Database 11g , 12c , 21c.
21.	License portability and support – IBM	Cloud provider should offer license portability and support for IBM apps like DB2 and Websphere.

iii. Networking

	Requirement	Description
1.	Multiple network interface/instance	Cloud service should be able to support multiple (primary and additional) network interfaces.
2.	Multiple IP addresses/instance	Cloud service should be able to support multiple IP addresses per instance. Use cases include hosting multiple websites on a single server and network appliances (such as load balancers) that have multiple private IP addresses for each network interface.
3.	Ability to move network interfaces and IPs between instances	Cloud service should support the ability to create a network interface, attach it to an instance, detach it from an instance, and attach it to another instance.
4.	Enhanced networking support	Cloud service should support capabilities such as single root I/O virtualization for higher performance (packets per second), lower latency, and lower jitter.
5.	Network traffic logging - Log traffic flows at network interfaces	Cloud service should support capturing information about the IP traffic going to and from network interfaces.
6.	Auto-assigned public IP addresses	Cloud service should be able to automatically assign a public IP to the instances.
7.	IP Protocol support	Cloud service should be able to support multiple IP protocols, including TCP, UDP, and ICMP protocols.
8.	Use any network CIDR, including RFC 1918	Cloud service should be able to support IP address ranges specified in RFC 1918 as well as publicly routable CIDR blocks.
9.	Static public IP addresses	Cloud provider must support IP addresses associated with a customer account, not a particular instance. The IP address should remain associated with the account until released explicitly.
10.	Auto-created default virtual private network	Cloud service should be able to create a default private network and subnet with instances launching into a default subnet receiving a public IP address and a private IP address.
11.	Subnets within private network	Customer should be able to create one or more subnets within private network with a single Classless Inter-Domain Routing (CIDR) block.
12.	Subnet level filtering (Network ACLs)	Cloud service should support subnet level filtering – Network ACLs that act as a firewall for associated subnets, controlling both inbound and outbound traffic at the subnet level.

13.	Ingress filtering	Cloud service should support adding or removing rules applicable to inbound traffic (ingress) to instances.
14.	Egress filtering	Cloud service should support adding or removing rules applicable to outbound traffic (egress) originating from instances.
15.	Disable source/destination checks on interfaces	Cloud service should support the ability to disable source/destination check on network interfaces. By default, compute instances perform source/destination checks.
16.	Configure proxy server (NAT instance) at network level	Cloud service should support NAT instances that can route traffic from internal-only instances to the Internet.
17.	Site-to-site managed VPN service	Cloud service should support a hardware/software based VPN connection between the cloud provider and customer data center.
18.	Virtual Network Peering	Cloud service should support connecting two virtual networks to route traffic between them using private IP addresses.
19.	Multiple VPN Connections per Virtual Network	Cloud service should support creating multiple VPN connections per virtual network
20.	BGP for high availability and reliable failover	Cloud provider should support Border Gateway Protocol. BGP performs a robust liveness check on the IPSec tunnel and simplifies the failover procedure that is invoked when one VPN tunnel goes down.
21.	Private connection to customer data centres	Cloud provider should support direct leased-line connections between cloud provider and a customer data centre, office, or co-location environment, which in many cases can reduce network costs, increase bandwidth throughput, and provide a more consistent network experience than Internet-based connections.
22.	DNS based global load balancing	Cloud service should support Load balancing of instances across multiple host servers.
23.	Load balancing supports multiple routing methods	Cloud service should support multiple routing mechanism including round-robin, failover, sticky session etc.
24.	Front-end Load Balancer	Cloud service should support a front-end load balancer that takes requests from clients over the Internet and distributes them across the instances that are registered with the load balancer.
25.	Back-end Load Balancer	Cloud service should support an internal load balancer that routes traffic to instances within private subnets.
26.	Health checks - monitor the health and performance of application	Cloud service should support health checks to monitor the health and performance of resources.
27.	Integration with Load Balancer	Cloud service should support integration with load balancer.
28.	Low Latency	The CSP should be able to provide a 10GB network connectivity between the servers if required.

iv. Storage – Block Storage

	Requirement	Description
1.	Support for storage allocated as local disk to a single VM	Cloud provider should offer persistent block level storage volumes for use with compute instances.
2.	Storage volumes > 1 TB	Cloud provider should offer block storage volumes greater

		than 1 TB in size.
3.	SSD backed storage media	Cloud service should support solid state drive (SSD/NVMe SSD) backed storage media that offer single digit millisecond latencies.
4.	Provisioned I/O support	Cloud service should support the needs of I/O-intensive workloads, particularly database workloads that are sensitive to storage performance and consistency in random access I/O throughput.
5.	Encryption using provider managed keys	Cloud service should support encryption of data on volumes, disk I/O, and snapshots using industry standard AES-256 cryptographic algorithm.
6.	Encryption using customer managed keys	Cloud service should support encryption using customer managed keys.
7.	Durable snapshots	Cloud service should support point-in-time snapshots. These snapshots should be incremental in nature.
8.	Attach more than one compute instance to a single volume	Cloud service should support adding more than one compute instance to a single storage volume in R/W mode so that many users can access and share a common data source.
9.	Consistent Input Output per second (IOPS)	Cloud service should support a baseline IOPS/GB and maintain it consistently at scale
10.	Annual Failure Rates <1%	Cloud service should be durable and support annual failure rates of less than 1%

v. Storage – Object Storage

	Requirement	Description
1.	Scalable object storage service	Cloud provider should offer secure, durable, highly-scalable object storage for storing and retrieving any amount of data from the web.
2.	Low cost archival storage with policy support	Cloud provider should support an extremely low-cost storage service that provides durable storage with security features for data archiving and backup.
3.	Support for Server-side Encryption	Cloud service should support encryption for data at rest using 256-bit Advanced Encryption Standard (AES-256) encryption to encrypt your data.
4.	Support for Server Side Encryption with Customer-Provided Keys	Cloud service should support encryption using customer-provided keys. These keys should be used to manage both the encryption, as data is written to disks, and decryption, when data is accessed.
5.	Support for Server Side Encryption with a Key Management Service	Cloud service should support encryption using a Key Management Service that creates encryption keys, defines the policies that control how keys can be used, and audits key usage to prove they are being used correctly.
6.	Object lifecycle management	Cloud Service should support managing an object's lifecycle by using a lifecycle configuration, which defines how objects are managed during their lifetime, from creation/initial storage to deletion.
7.	Data Locality	Cloud provider should provide a strong regional isolation, so that objects stored in a region never leave the region

		unless customer explicitly transfers them to another region.
8.	Object change notification	Cloud service should be able to send notifications when certain events happen at the object level (addition/deletion).
9.	High-scale static web site hosting	Cloud service should be able to host a website that uses client-side technologies (such as HTML, CSS, and JavaScript) or server-side technologies (such as PHP and ASP.NET).
10.	Object Versioning	Cloud Service should support versioning, where multiple versions of an object can be kept in one bucket. Versioning protects against unintended overwrites and deletions.
11.	Flexible access-control mechanisms	Cloud service should support flexible access-control policies to manage permissions for objects.
12.	Audit logs	Cloud service should be able to provide audit logs on storage buckets including details about a single access request, such as the requester, bucket name, request time, request action, response status, and error code.
13.	Lower Durability offering	Cloud service should support a lower cost option for noncritical, reproducible data at lower levels of redundancy.
14.	Parallel, multipart upload	Cloud service should allow uploading a single object as a set of parts where each part is a contiguous portion of the object's data and these object parts can be uploaded independently and in any order.
15.	CDN option for users	Cloud provider should offer a service to speed up distribution of static and dynamic web content.
16.	Strong Consistency	Cloud service should support read-after-write consistency for PUT operations for new objects.
17.	Storage gateway appliance for automated enterprise backups	Cloud provider should offer a storage gateway appliance for seamlessly storing on-premises data to the cloud.
18.	Accept large data loads through shipped physical media	Cloud provider should support moving large amounts of data into the cloud by bypassing the internet.
19.	Deliver large data exports through shipped physical media	Cloud provider should support moving large amounts of data out of the cloud by bypassing the internet.

vi. Storage – File Storage

	Requirement	Description
1.	Simple, scalable file storage service	Cloud provider should offer a simple scalable file storage service to use with compute instances in the cloud.
2.	SSD backed storage media	Cloud service should offer SSD backed storage media to provide the throughput, IOPS, and low latency needed for a broad range of workloads.
3.	Grow file systems to petabyte scale	Cloud service should support petabyte-scale file systems and allow thousands of concurrent NFS connections.
4.	Consistent low latency performance (T50-T99)	Cloud service should support consistent low latency performance between 5-15 MS at any scale.
5.	Scalable IOPS and throughput performance (/TB)	Cloud service should support scalable IOPS and throughput performance at any scale.
6.	Sharable across thousands of instances	Cloud service should support thousands of instances so that many users can access and share a common data source.

7.	Fully elastic capacity (no need to provision)	Cloud service should automatically scale up or down as files are added or removed without disrupting applications.
8.	Highly durable	Cloud service should be highly durable - file system object (i.e. directory, file, and link) should be redundantly stored across multiple data centres.
9.	Read-after-write consistency	Cloud service should support read after write consistency (each read and write operation is guaranteed to return the most recent version of the data).
10.	SSD, HDD, Magnetic	Cloud service should support SSD, HDD and Magnetic type of storage

vii. Relational Database

	Requirement	Description
1.	Managed relational database service	Cloud provider should offer a service that makes it easy to set up, operate, and scale a relational database in the cloud.
2.	Support for MySQL	Cloud service should support the last two major releases of MySQL (versions 5.6, 5.5) as a database engine.
3.	Support for Oracle	Cloud service should support the last two major releases of Oracle (11g, 12c, 21c) as a database engine.
4.	Support for Microsoft SQL Server	Cloud service should support all the editions (Express, Web, Standard, Enterprise) of SQL Server 2012 as a database engine.
5.	Support for PostgreSQL	Cloud service should support the last three major releases of PostgreSQL (12,13,14)
6.	Low latency, synchronous replication across multiple data centers	Cloud service should support synchronous replication of a primary database to a standby replica in a separate physical data centre to provide data redundancy, eliminate I/O freezes, and minimize latency spikes during system backups.
7.	Read Replica support	Cloud service should support read replicas that make it easy to elastically scale out beyond the capacity constraints of a single DB Instance for read-heavy database workloads.
8.	Manual Failover	Cloud service should support a manual failover of the DB instance from primary to a standby replica.
9.	Provisioned IO support	Cloud service should support the needs of database workloads that are sensitive to storage performance and consistency in random access I/O throughput.
10.	Bring your own SQL, Oracle licenses	Cloud service should support customers who prefer to use their existing Oracle and SQL Server database licenses in the cloud.
11.	Cross region Snapshots	Cloud service should support copying snapshots of any size between different cloud provider regions (in India) for disaster recovery purposes.
12.	Cross region Read Replica	Cloud service should support creating multiple in-region and cross-region replicas per database instance for scalability or disaster recovery purposes.
13.	High Availability	Cloud Service should support enhanced availability and durability for database instances for production workloads.
14.	Point in time restore	Cloud service should support restoring a DB instance to a specific date and time.

15.	User snapshots and restore	Cloud service should support creating a DB snapshot and restoring a DB instance from a snapshot.
16.	Modifiable DB parameters	Cloud service should allow the DB parameter to be modified.
17.	Monitoring	Cloud service should allow monitoring of performance and health of a database or a DB instance.
18.	Encryption at rest	Cloud service should support encryption using the industry standard AES-256 encryption algorithm to encrypt data.

viii. Non-Relational Database

	Requirement	Description
1.	Scalable, fast and flexible NoSQL database service	Cloud provider should offer a fast and flexible NoSQL database service for applications that need consistent, single-digit millisecond latency at any scale.
2.	Replication	Cloud service should support automatic replication of data across multiple physical data centres in a region to provide high availability and data durability.
3.	Performance/ Latency	Cloud service should support single-digit milliseconds (TP99) latencies at any scale.
4.	Key-value Data Model support	Cloud service should support key value data structure where the primary key is the only required attribute for items in a table and uniquely identifies each item.
5.	Document Data Model with JSON support	Cloud service should support storing, querying, and updating JSON documents.
6.	Tenable scaling	Cloud service should support seamless throughput and storage scaling.
7.	Secondary Indexes	Cloud service should support secondary indexes. Secondary indexes are indexes that contain hash or hash-and-range keys that can be different from the keys in the table on which the index is based.
8.	Streams	Cloud service should support streams. Stream is an ordered flow of information about changes to items.
9.	Cross region replication	Cloud Service should support cross-region replication to automatically replication data across multiple regions.
10.	Database triggers	Cloud Service should support database triggers - pieces of code that quickly and automatically respond to data modification in the tables.
11.	Strong consistency, Atomic counters	Cloud service should support strong consistency for read operations to make sure users are always reading the latest values.
12.	Integrated Monitoring	Cloud service should support monitoring of request throughput and latency for database tables, among other metrics.
13.	Integration with data warehouse	Cloud service should support integration with a data warehouse for advanced business intelligence capabilities.
14.	Hadoop and Spark Integration	Cloud service should support integration with a Hadoop and Spark framework to perform complex analytics on large datasets.

ix. Security and administration

	Requirement	Description
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1.	Control access to your cloud resources at a granular level	Cloud provider should offer fine-grained access controls including, conditions like time of the day, originating IP address, use of SSL certificates, or authentication with a multi-factor authentication device.
2.	Utilize multi-factor authentication when accessing cloud resources	Cloud service should support multi-factor authentication. MFA requires users to prove physical possession of a hardware or virtual MFA device by providing a valid MFA code.
3.	Policy validation to ensure policies match intentions	Cloud service should support a policy validator to examine non-compliant access control policies.
4.	Directory as a service	Cloud provider should support setting up a stand-alone directory in the cloud or connecting cloud resources with existing on-premises Microsoft Active Directory.
5.	User and Group management	Cloud service should support features such as user and group management.
6.	Integration with your existing on-premises Active Directory	Cloud service should integrate with existing on-premise Active Directory.
7.	Self-service password reset for cloud users	Cloud service should allow users to reset their password in a self-service manner.
8.	Dedicated, hardware security module (HSM) appliance	Cloud provider should offer dedicated HSM modules. A hardware security module (HSM) is a hardware appliance that provides secure key storage and cryptographic operations within a tamper-resistant hardware module.
9.	Managed service to create and control the encryption keys used to encrypt your data	Cloud provider should offer a service to create and control the encryption keys used to encrypt user data.
10.	Audit of all action on keys	Cloud service should support auditing with features such as what request was made, the source IP address from which the request was made, who made the request, when it was made, and so on.
11.	Key Durability	Cloud service should support durability of keys, including storing multiple copies to ensure keys are available when needed.
12.	Web service to record API calls and deliver log files	Cloud provider should offer a service to record history of API calls and related events for a user account.
13.	Receive notification of API activity	Cloud service should support notifications when new log files are available.
14.	Durable and inexpensive log file storage	Cloud service should support storing log files in a durable and inexpensive storage solution.
15.	Choice of partner solution	Cloud service should support a variety of 3rd party solutions.
16.	Latency to deliver API activity history to a storage bucket	Cloud service should deliver API activity history within a reasonable timeframe (<30 minutes) from the time API call is made.
17.	Aggregation across multiple accounts and multiple Regions for ease of use	Cloud service should support receiving log files from multiple regions and accounts to a single location for ease of use.
18.	Managed service for resource inventory, configuration history & change	Cloud provider should offer a service that provides resource inventory, configuration history, and configuration change notifications to enable security and governance.

	notifications	
19.	Automatically records a resource's configuration when it changes	Cloud service should automatically record a resource configuration when it changes and make this information available.
20.	Examine the configuration of your resources at any single point in the past	Customer should be able to obtain details of what a resource's configuration looked like at any point in the past using this cloud service.
21.	Receive notification of a configuration change	Cloud service should notify every configuration change so customers can process these notifications programmatically.
22.	Create and manage catalogue of pre-approved services for use	Cloud provider should offer the ability to create and manage catalogues of IT services that are approved for use.

x. Security and administration

	Requirement	Description
1.	3rd party Assurance Programs - SOC1 / ISAE 3402 - SOC2 / SOC3 - ISO 27001 - ISO 9001	Cloud provider should meet a broad set of international and industry-specific compliance standards: ISO 27001, ISO 27017, ISO 27018, SOC 1, SOC 2/SOC 3

xi. Deployment and Management

	Requirement	Description
1.	Service to quickly deploy and manage applications in the cloud	Cloud provider should offer a service to quickly deploy and manage applications in the cloud by automatically handling the deployment, from capacity provisioning, load balancing, auto-scaling to application health monitoring.
2.	Supported Platforms Java Ruby PHP Node.js Google Go NET Python SCALA	Cloud service should support a wide variety of platforms from Java, Python and .NET to Google Go.
3.	Supported OS Windows Linux any OS in containers.	Cloud Service should support Windows, Linux, and containers.
4.	Deployment Mechanism Git Zip Eclipse Visual Studio	Cloud service should support various deployment mechanisms, including a Git repository, or an integrated development environment (IDE) such as Eclipse or Visual Studio.
5.	Support for SSL connections	Cloud service should support SSL connections.
6.	Application source versioning	Cloud service should support application source versioning. This would be useful for applications that have been updated and need to be redeployed.

7.	Auto scaling	Cloud service should support automatically launching or terminating instances based on the parameters such as CPU utilization defined by users.
8.	Swap virtual IP between staging and production environments	Cloud service should support swapping IP addresses between staging and production environments so that a new application version can be deployed with zero downtime.
9.	Integration with caching solution	Cloud service should be integrated with a caching solution such as Redis cache.
10.	Service to create a collection of related resources and provision them using a template	Cloud provider should offer a service to create a collection of related resources and provision them in an orderly and predictable fashion using a template.
11.	Single JSON based template to declare your stack	Cloud service should use a template, a JSON-format, text-based file that describes all the resources required for an application. The resources in the template should be managed as a single unit.
12.	Allow parametrization and specific configurations	Cloud service should support parameterization for specific configuration.
13.	Integration with the portal	Cloud service should be integrated with the portal.
14.	Cloud Native Solutions	Cloud service should provide Cloud Native Solutions such as Containers, Devops, Server-less Function, Centralise Repository etc.
15.	Artificial Intelligence / Machine Learning	Cloud service should provide Artificial Intelligence / Machine Learning on Cloud Platform.
16.	Identity and Access Management & Cloud Policy	Cloud service should provide service that controls the permissions and access for user and cloud resources. Cloud service should also ensure the integrity and privacy of company-owned information, cloud service should also ensure policies for financial management, cost optimization, performance management, and network security.

xii. Application Services

	Requirement	Description
1.	Search service	Cloud provider should offer a search service in the Cloud that makes it simple and cost-effective to set up, manage, and scale a search solution for websites or applications.
2.	Queuing service	Cloud provider should offer a fast, reliable, scalable, fully managed message queuing service.
3.	Notification service	Cloud provider should offer a fast, flexible, fully managed push notification service that lets users send individual messages or to fan-out messages to large numbers of recipients.
4.	Bulk email delivery service	Cloud provider should offer a cost-effective outbound-only email-sending service.
5.	Media transcoding service	Cloud provider should offer a highly scalable, easy to use and a cost effective media transcoding service in the cloud.

xiii. Hybrid Integration

	Requirement	Description
1.	Hardware-based virtual	Cloud provider should be able to extend customer's data

	private networking connection to cloud resources	center to the cloud and enable communication with their own network over an IPsec VPN tunnel.
2.	High speed, low latency, dedicated connectivity between on-premises & cloud	Cloud provider should provide mechanisms to establish private connectivity between the cloud environment and a customer data center, office, or collocation environment.
3.	Automated VM import functionality	Cloud provider should allow customers to import VMs from a virtualization environment such as Microsoft Hyper-V, or VMware vSphere
4.	Automated VM export functionality	Cloud provider should allow customers to export instances to their on-premises virtualization environments.
5.	Integrate with on-premises Active Directory	Cloud service should integrate with existing on-premise Active Directory.
6.	Use any IP address range, including RFC 1918	Cloud service should be able to support IP address ranges specified in RFC 1918 as well as publicly routable CIDR blocks.
7.	Highly durable, automatic data replication, and recovery service from on-premises	Cloud provider should offer a service to automatically replicate data from on-premises to cloud for disaster recovery purposes.
8.	Backup service to back up on-premises servers	Cloud provider should offer a service with ability to take regular and scheduled back of on-premises servers.
9.	Utilize multi-factor authentication when accessing cloud resources	Cloud service should support multi-factor authentication. MFA requires users to prove physical possession of a hardware or virtual MFA device by providing a valid MFA code.
10.	Support from 3rd party management and monitoring tools Microsoft System Center VMware vCenter CA BMC Right Scale Eucalyptus Symantec	Cloud provider should offer management and monitoring plug ins for management solutions from multiple vendors.
11.	App management service to deploy and operate apps in the Cloud or own data center	Cloud provider should offer a service to automate operational tasks like software configurations, package installations, and database setups for servers running on-premises or in the cloud.
12.	Service to automate code deployments to cloud and on-premises	Cloud provider should offer a service that automates code deployments to servers running on-premises or in the cloud.

xiv. Other Technical Requirements

1.	Financial analysis recommendation engine	Cloud Service Providers must offer a service by which recommendations are made to the customer about configurations, so that customer can make to optimize their financial spend with the provider. The service provider will provide customer-specific recommendations based on current or historical patterns and same must not be customer-generic. Recommendations must be actionable, tied to specific assets and documented as having a certain amount of financial savings. This service must be offered directly by the provider and not require the customer to seek third-party partners.
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TS No. MD / WZ / 06 / PUR / TS-1783 due on 26.07.2024

“Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVCL, Indore through RCA, for period of 5 Years”

2.	Content delivery network	Cloud Service Provider must offer a service for global content delivery networking. The CDN service must be offered in self-service fashion with all maintenance offered by the provider.
3.	Relational DBaaS	Cloud Service provider must offer a relational database as a service (DBaaS), provided as a fully automated, self-service turnkey offering. In this service, the customer should not have access to the underlying instance, and the database maintenance must be done entirely by the provider. At a minimum, the service must support two open-source database (either MySQL and Postgre SQL) and an enterprise database (either Microsoft SQL Server or Oracle). CSP must offer relational DBaaS in a locally redundant fashion, meaning that the customer database is automatically replicated across multiple data centers within a single geography.
4.	SIEM integration or service	Cloud Service Providers must offer out-of-the-box integration with leading SIEM products or provide a self-service, turnkey offering by which customers can configure real-time analysis and alerting of security events. At a minimum, the integration or service must support alerting, log retention and some form of forensic analysis that is able to search across logs and periods of time for patterns.
5.	Local identity management and granular role-based authorization — network	Cloud Service Providers must include, at minimum, a local identity management system (that is, local accounts) with granular role-based authorization for network services in both the service interfaces and management console. At a minimum, the role-based authorization must support assigning authorization based on individual users and groups of users and delineation must be assignable per firewall, load balancer, IP address and network segment and support, as applicable, the following granular actions: create, delete and configure.
6.	Customer VPN connectivity	Cloud Service Providers must allow customers to access the cloud service via an IPsec VPN tunnel or Secure Sockets Layer (SSL) VPN tunnel over the public Internet. This must be a self-service capability from the provider side, although customers will have to make configurations on their end.
7.	Bulk data import/export with encryption	The provider must provide a portable storage device for bulk data import/export. Customer must be able to encrypt the data prior to transport and then decrypt it upon arrival. The encryption service must be built into the storage device and not left to the customer.
8.	Instance-encrypted volumes	A CSP must provide an option to the customer to encrypt the data on the instance block storage volume so that data remains encrypted at rest. This must be a simple, self-service option when the instance is provisioned.
9.	Provider-enabled encryption services	The block and object storage services must offer customers the self-service ability from both management console and Command Line Interface to opt into provider-enabled server side encryption (SSE) for objects or object hierarchies within the storage service.
10.	Large instance support	Large instance support: Providers must offer customers instances with a large number of processor cores and memory for processor- or memory-intensive use cases

xv. Support

	Requirement	Description
1.	Service Health	Cloud provider should offer a dashboard that displays up-to-the-minute

	Dashboard	information on service availability across multiple regions.
2.	365 day service health dashboard and SLA history	Cloud provider should offer 365 days' worth of Service Health Dashboard (SHD) history.
3.	Service to compare resource usage to best practices	Cloud provider should offer a service acts like a customized cloud expert and helps provision resources by following best practices.
4.	Monitoring Tools	Monitoring tools that will enable collection and tracking metrics, collection and monitoring log files, set alarms, and automatically react to changes in the provisioned resources. The monitoring tools should be able to monitor resources such as compute and other resources to gain system-wide visibility into resource utilization, application performance, and operational health.
5.	Governance and Compliance	Able to define guidelines for provisioning and configuring cloud resources and then continuously monitor compliance with those guidelines. Ability to choose from a set of pre-built rules based on common best practices or custom rules (e.g., ensure Storage volumes are encrypted, Compute instances are properly tagged, and Elastic IP addresses (EIPs) are attached to instances) and continuously monitor configuration changes to the cloud resources and provides a new dashboard to track compliance status. Provide good cloud governance framework to enhance data security, manage risk, and enable the smooth operation of cloud systems.
6.	Audit Trail	Provide Audit Trail of the account activity to enable security analysis, resource change tracking, and compliance auditing

-Sd-
Chief Engineer (Purchase)
O/o MD (WZ), MPPKVVCL,
Indore

SECTION-VII
LIST OF CONSIGNEE & ACCOUNT OFFICES

Sr. No	Name of Consignee	Contact No.	Address	Respective RAO
1	The Superintending Engineer (IT)	PhoneNo.0731-2426240 Mobile No.8989983750	IT Department , GPH Campus Pologround MPPKVVCL, Indore	RAO, Indore

-Sd-
Chief Engineer (Purchase)
O/o MD MPPKVVCL, Indore

SECTION-VIII
LIST OF SCHEDULED BANKS

<i>S. No.</i>	<i>Name of Sr. Accounts Officer/ Regional Accounts Officer</i>	<i>Name of Bank</i>
1	Indore	State Bank of India, SME Branch, Udyog Bhawan, Pologround, Industrial estate, Indore-452015 MP

-Sd-
Chief Engineer (Purchase)
O/o MD MPPKVVCL, Indore

SECTION-IX

SCHEDULE-I: PRICE AND QUANTITY

TO BE FILED ONLINE IN ENVELOPE- C

WE QUOTED OUR LOWEST RATES AGAINST TENDER SPECIFICATIONS AS UNDER: -

SCHEDULE-I “PRICE SCHEDULE”										
Name of Bidder										
SCHEDULE-A COST OF VMs										
Hardware configuration Required for IT Applications										
	Configuration of VM Instances				Proposed instances Cost Quoted by CSP					
S.N.	Operating system	HSN / SAC Code	x86 Cores	RAM (GB)	Per Unit Cost per month Excluding GST (Rs)	GST %age on Per Unit Cost			Total GST Amount (INR/ unit)	Total Unit Price per month with GST (In Rs)
						SGST (in %)	CGST (in %)	IGST (In %)		
A	B	C	D	E	F	G	H	I	J=FX(G+H+I)	K=F+J
1	Windows		2	8						
2	Windows		2	48						
3	Windows		4	16						
4	Windows		4	32						
5	Windows		4	48						
6	Windows		4	64						
7	Windows		6	32						
8	Windows		6	48						
9	Windows		8	16						
10	Windows		8	32						
11	Windows		8	48						
12	Windows		8	64						
13	Windows		8	96						
14	Windows		12	32						
15	Windows		16	64						
16	Windows		16	96						

17	Windows		16	128						
6	Windows		24	48						
19	Windows		32	128						
20	Windows		32	256						
21	Windows		48	256						
22	Windows		48	512						
23	CentOS		8	16						
24	CentOS		8	32						
25	CentOS		8	48						
26	CentOS		8	96						
27	CentOS		16	64						
28	CentOS		16	96						
29	CentOS		16	128						
30	CentOS		32	128						
31	CentOS		32	256						
32	CentOS		48	256						
33	CentOS		48	512						
34	RHEL		8	16						
35	RHEL		8	32						
36	RHEL		8	48						
37	RHEL		8	96						
38	RHEL		16	64						
39	RHEL		16	96						
40	RHEL		16	128						
41	RHEL		32	128						
42	RHEL		32	256						
43	RHEL		48	256						
44	RHEL		48	512						

45	BARE METAL RHEL		4	32						
46	BARE METAL RHEL		4	48						
47	BARE METAL RHEL		4	64						
48	BARE METAL RHEL		6	32						
49	BARE METAL RHEL		6	48						
50	BARE METAL RHEL		8	96						
51	BARE METAL Windows		4	64						
52	BARE METAL Windows		8	64						
Sub Grand Total Amount (A)										
Schedule-A - Average per server cost for 1 month (Sub Total A/52)										

Schedule-B Cost of IT Components

Name of Bidder																					
S.N.	Particulars	Unit	HSN / SAC Code	Unit Price/ Avg. Unit Price	GST %age on Per Unit Cost			Total GST Amount	Total Unit Price per month with GST	Estimated Order In I st Year For		Estimated Order In II nd Year For		Estimated Order In III rd Year For		Estimated Order In IV th Year For		Estimated Order In V th Year For		Total Quantity	Estimated Total Order Value During Contract Period (Including GST)
					SGST (in %)	CGST (in %)	IGST (In %)	(INR/ unit)	(In Rs)	60	Month	48	Month	36	Month	24	Month	12	Month		
										Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount		Amount (in Rs.)
A	B	C	D	E	F	G	H	I=E*(F+G+H)	J=E+I	K	L=J*K*60	M	N=J*M*48	O	P=J*O*36	Q	R=J*Q*24	S	T=J*S*12	U=(K+M+O+Q+S)	V=(L+N+P+R+T)
1	Server	Server Per Month			Gst on this line item already calculated in Schedule-A					175		15		12		11		10		223	
2	Premium SSD	Per GB / Month								250000		25000		25000		25000		25000		350000	
3	High Performance Premium SSD with minimum 30 IOPS per GB	Per GB /Month								25000		5000		5000		5000		5000		45000	
4	File storage	Per GB /Month								10000		1000		1000		1000		1000		14000	
5	Object storage unmanaged	Per GB /Month								50000		5000		5000		5000		5000		70000	
6	Cold Storage for Backup on Premises at DC in Pologround Indore with all hardware, Network and Backup services.	Per GB /Month								500000		50000		50000		50000		50000		700000	
7	Application Load Balancer - 5 Rules, 100 GB Data processes	Unit /Month								7		1		1		1		1		11	
8	Static IP	Unit /Month								102		12		12		12		12		150	
9	100 Mbps Dark Fiber/ P2P Link between MPPKVVCL	Unit /Month								2		0		0		0		0		2	

	Indore Datacenter to CSP's DC																			
10	Site 2 Site VPN (failover)	Unit /Month							4		0		0		0		0		4	
11	Remote VPN concurrent Clients(Purchaser may create any count of clients)	Unit /Month							500		50		50		50		50		700	
12	EDR for endpoints including Antivirus	Unit /Month							3000		300		300		300		300		4200	
13	Single domain Premium SSL certificate	Unit /Month							50		10		10		10		10		90	
14	Wildcard domain Premium SSL certificate	Unit /Month							1		1		0		0		0		2	
Sub Grand Total Amount (B)																				
Note (For Schedule-B only):-																				
1. Additional storage for further requirements during contact period shall be provided at per GB cost quoted above.																				
2. Unit Price of Server is taken as average unit cost of server as calculated in Schedule-A- [Sub Total Amount (A)/52] [Excel Sheet Cell K62}																				

SCHEDULE-I “PRICE SCHEDULE”											
Name of Bidder											
SCHEDULE-C GPU server											
S.N.	Particulars	Unit	HSN / SAC Code	Estimated quantity during contract period	Unit Cost Excluding GST (INR/Unit)	GST %age on Per Unit Cost			Total GST Amount	Total unit Price with GST	Total amount with GST
						SGST (in %)	CGST (in %)	IGST (In %)	(INR/ unit)	(INR/Unit)	(In Rs)
A	B	C	D	E	F	G	H	I	J=FX(G+H+I)	K=F+J	L=ExK
1	Server GPU with Minimum 80 GB RAM NVDIA A100	Hours		3000							
Sub Grand Total Amount (C)											

Note (For Schedule-C only):- Estimated quantity specified in above schedule be considered as 50 hours/month

SCHEDULE-I “PRICE SCHEDULE”											
Name of Bidder											
SCHEDULE-D Implementation and Migration Cost											
S.N.	Particulars	Unit	HSN / SAC Code	Quantity	Unit Cost Excluding GST (INR/Unit)	GST %age on Per Unit Cost			Total GST Amount	Total unit Price with GST	Total amount with GST
						SGST (in %)	CGST (in %)	IGST (In %)	(INR/ unit)	(INR/Unit)	(In Rs)
A	B	C	D	E	F	G	H	I	J=FX(G+H+I)	K=F+J	L=ExK
1	Implementation, Migration & Other Associated components/ Liceses/activities/ resources to complete the scope	Lum-Sum		1							
Sub Grand Total Amount (D)											

Note (For Schedule-D only):-

1. Total Cost of this component must be less than or equal to 20% of Grand total Amount (Schedule-E).
2. 50% of this component will be considered as one time cost & yearly cost of Implementation, Migration & Other Associated components/ Liceses/activities/ resources to complete the scope will be considered as 10% (per year)of this component.

Schedule-E Summery

Name of Bidder		
S.N.	Particulars	Estimated Total Order Value During Contract Period (Including GST)
		Amount (in Rs.)
A	B	C
1	Sub Grand Total Amount (B) for IT Components (in Rs.)	
2	Sub Grand Total Amount (C) for GPU Server (in Rs.)	
3	Sub Grand Total Amount (D) for Implementation and Migration of Associated components (in Rs.)	
Grand Total Amount (in Rs.)		

Note (For Schedule-E only):-

1. If the Total Migration cost (With GST) quoted by the bidder in Schedule-D is more than 20% of the value of Grand Total Amount (Schedule-E), then value of Grand Total Amount (Schedule-E-) will be displayed as “0” Zero and cell highlighted with Red colour, in that case bid will be liable to be not considered and treated as rejected. Therefore, bidders are requested to ensure that, the value of Total Migration Cost mention in Schedule-D must be less than or equal to 20% of the value of Grand Total Amount (Schedule-E).

Note (For Schedule-A+B+C+D+E):-

1	The above VM's and other line items are required with following facilities without any additional cost to purchaser:-
	· Site to Site, Point to Point or Site to Point connectivity as per the requirement, Static Public IP.
	· DNS Manager and Subnet
	· XDR for each VM's, The proposed solution must include an XDR component that was featured in a Gartner Magic Quadrant 'Leaders' or 'Challengers' quadrant since January 1st, 2023.
	· IPsec/SSL VPN Connections (Concurrent minimum 10 users) SSL VPN for remote administration must be provided for the management of virtual environment.
	· VPN Gateway, Firewall and traffic management.
	· DDoS protection
	· Identity and access Management, Role based access mechanism
	· Manage Threat Detection and prevention Service

·	Network Load Balancer (Public and Internal), Route Table , BGP
·	NAT Gateway, Network Security Group, Bastian, RDP,SSH connection,
·	Resource Tagging
·	Budget and Usage Policy
·	Key Vault
·	Vertical and Horizontal Scalability
·	Container Environment
·	Virtual Cloud Network and VNIC(Network Interface Card)
·	Disk Encryption with Max throughput 1 GB/s and Max IOPS 20000
·	Custom script for maintenance, deploy, configuration Backup and Restore
·	VCN to VPN Network Aggregate Throughput Benchmark - 2 GBPS
·	Resource Locking Mechanism Custom script for maintenance and configuration
·	Backup and Restore or Replication as per the requirement of RPO or RTO.
·	Resizing , Moving of VMs from one resource group/Tenant to another
·	Security Incident and event management with Security score, recommendation and Alerts.
·	Metric and Log based Reporting & Monitoring for Audit and Performance measuring
·	All other free services provided by CSP will be provided by MSP at no extra cost.
·	Charges of transfer in and transfer out must be included in line items defined in tender. No extra charges will be applicable.
·	Site to site VPN failover Unlimited data egress
·	UTM/NGFW with HA having at least 2 Gbps throughput
·	Web Application Firewall – with Unlimited data processing.
·	Log collection and analysis
·	Cross connect and + Port Termination
·	Data Leakage Protection as service
·	Anti APT (Advance persistent Threat Solution)
·	Vulnerability and Threat scanning Tools (4 Scans per month)
·	Two factor Authentication
·	SIEM or equivalent service with logs 50 GB per day or 1000 EPS
·	Network monitor and Analysis

	· Onsite Backup Verification: The bidder must facilitate a verification process for an existing backup located on DISCOM premises. This verification will include the restoration of 2-3 virtual machines (VMs) to an alternate cloud platform of our choosing or on premise data center.
	· Disaster Recovery (DR) Drills: The bidder must demonstrate a commitment to regular (Quarterly) disaster recovery drills. Evidence of these drills, including dates, scope, and outcomes, should be submitted.
	· As per the requirement of purchaser implementation of an air-gapped network for the protection of sensitive data, the bidder must be prepared to design and deploy a solution that meets the strictest security standards. Bidder must ensure: Physical isolation of the network, Rigorous access control procedures, or anything as per the compliances & Compliance with government regulations.
	· The selected bidder will be required to conduct regular (every 6 months) Vulnerability Assessment and Penetration Testing (VAPT) of all virtual machines (VMs) and network inventory. Detailed reports outlining vulnerabilities, remediation plans, and proof of compliance must be submitted. Mitigation of vulnerabilities other than Application code level will be done by the bidder without any cost to purchaser.
	· EDR: The proposed solution must include an EDR component that was featured in a Gartner Magic Quadrant 'Leaders' or 'Challengers' quadrant since January 1st, 2023.
	· Remote VPN client should be configured on user machines. MPPKVVCL, Indore reserves the right to create an unlimited number of VPN user accounts. VPN license count will be strictly based concurrent users count at any given time.
	· Charges quoted against all compute, Storage, Network including all other line items must include BCP Planning including Disaster recovery consideration for defined RTO & RPO.
	· MSP has to deploy ordered work load on cloud. In case any workload required bare metal server than MSP has to provide that. In this case if MSP deployed the workload on VMs than any additional licenses/ components shall be arranged by bidder without any additional cost to purchaser. Bidder needs to ensure compliance of OEMs license policy in respect of OS/DB/application & deployed workload etc.
	· Bidder needs to run all the existing app in cloud environment with same or above performance. Purchaser will pay only the cost of line items mentioned in price schedule. If any additional service, licenses, hardware, or any other component required to run the existing application in cloud environment than same will be arrange by bidder without any additional cost to the purchaser.
2	GST Registration Number of Bidder- (Enclose copy of Registration Certificate).
3	GST Registration Number of Madhya Pradesh Paschim Kshetra Vidyut Vitran Company limited is - 23AADCM7397N1ZU .
4	The bidder shall fill rate either of CGST & SGST or IGST as applicable.
5	The prices are to be filled strictly in this format only.
6	Responsibility of any lack of clarity leading to confusion will rest with bidders.
7	Rates in various tapering steps shall not be considered.
8	The UNIT of measurement for quoting rate of the item specified in the above Price Bid schedule should be noted carefully before quoting rate(s). The unit shall remain un-changed & applicable as per the above schedule and quoted rate shall be considered only as per the above specified unit(s) for purpose of comparison as well as placement of order. The bidder shall be bound to accept the same; else EMD shall be forfeited and if EMD is already exempted, amount equivalent to the EMD required in the tender will have to be deposited to MPPKVVCL Indore otherwise such firm shall be kept

	disqualified for TWO (2) future tenders of MPPKVVCL for same/similar item(s), reserving rights of other actions as per provisions of the tender & law of contracts.
9	Any variation in rate of GST during contractual delivery period shall be borne by company (Purchaser).
10	Any downward variation in rate of GST beyond contractual delivery period shall be pass on to company and upward variation shall be borne by bidder firm.
11	Input credit has been considered under the provision of relevant act while submitting the above rates.
12	The total amount mentioned in column “C” of Schedule- E shall be considered as inclusive of all taxes & duties for that item/service no other taxes shall be payable.
13	If user wants to enter any decimal value than please enter as per given example i.e. "0.4" instead of ".4"
14	It may be noted that Payment for works to be performed under this contract shall be released at contracted rates for aforesaid tasks only. Therefore, charges for all other activities to be performed under this contract as per Section VI-“Scope of Work”, must be included in the rates quoted for above by the Supplier.
15	Various VM instances are mentioned in the BOQ. For calculation of L1 bidder, their tentative quantity is also mentioned against them. While the actual quantity of VM instance may differ on the basis of work order placed by purchaser.
16	MSP is expected to submit the bill for work order issued on the basis of their monthly quoted price. Quarterly invoices will be raised during the project tenure.
17	MSP must submit performance report of all components and SLA compliance report with quarterly bills.
18	All the prices are to be entered in Indian Rupees ONLY.
19	Payment (for all types of Cloud Services in line with line items) will only start after successful UAT & Stabilization of particular application and after producing certificate from MPPKVVCL, Indore in that regard.
20	No condition should be inserted in the bid. Subjective bids will be disqualified.
21	No line item should be deleted. MPPKVVCL, Indore reserves the right to disqualify the bidder if any item is deleted from price bid.
22	The configuration (vCPUs, RAM, Storage, etc) & quantities defined above are indicative only and MPPKVVCL, Indore may use any of the available configuration as per its requirements limited to MPPKVVCL, Indore approved cost.
23	The Bidder needs to account for all Out of Pocket expenses due to Traveling, Boarding, Lodging and other related items.
24	All items to be quoted considering entire landscape (Enterprise wide) requirements.
25	Bidder should not leave any field blank of Schedule-A, B, C & D. If any field is left blank or put Zero (0) against it, then it is assumed that for the services offered against that component is free of cost and no financial implications applies to it.
26	Any tools/software used during the project and support to comply the scope of this tender accommodated in above line items and the cost of the same must be solely incurred by the bidder without any additional cost to the purchaser.
27	The cost based on the quoted price shall remain uniform for the entire duration of the contract and quoted rate shall also remain uniform when scaling up and scaling down of the requirements.

28	Line items mentioned in price schedule are mentioned for rate contract purpose which is valid till contract duration. Quantities mentioned in price schedule are indicative and mentioned only for evaluation purpose. Payment will be made against actual quantity ordered by MPPKVVCL, Indore against respective work order.
29	Estimated quantity of servers as mentioned in above line items with all facilities mentioned in the scope, required to be procured during contract. The MPPKVVCL may place work order to deploy these servers through single order or may place multiple orders as and when required during contract period. Rent and support period of ordered quantity will start from date of successful installation & commissioning.
30	Work Order for servers with specified VM(s) and/or associated other Line items will be placed by SE-IT, O/o MD-WZ. Please note that Cost of Other services like security/network components or/and any other services required as per scope not mentioned in Line items of price schedule will be considered bundled in prescribed line items & and no extra cost will be borne by the purchaser.
31	Estimated Quantity as mentioned above may be varied in line with quantity variation clause of this tender.

Signature of Bidder with Seal of Firm :

**Place-
Date-**

**Name (in full) :
Designation :**

SECTION-IX
Schedule-II-DETAILS OF TYPE TEST

Not Applicable

Place-	Signature of Bidder with Seal of Firm :
Date-	Name (in full) :
	Designation :

SECTION-IX
SCHEDULE-III

SOURCE OF PROCUREMENT OF MATERIALS

Not Applicable

PLACE:

SIGNATURE OF BIDDER

DATE:

SEAL OF THE FIRM:

NAME:

DESIGNATION/ STATUS:

SECTION-IX

SCHEDULE – IV (A)

SCHEDULE OF QUESTIONNAIRE PART “A”: GENERAL INFORMATION **(TO BE KEPT IN THE ENVELOPE PART-II, (COMMERCIAL/TECHICAL BID))**

(i) Separate sheets should be used, wherever necessary.

Sl. No.	Particular	Reference/Unit	To be filled by Bidder
1.	Name & Address of the firm/Company etc		
(a)	Bidder participating as (Manufacture/supplier/Service Provider) bidder		
(b)	Registered office		
(c)	Factory/ works address		
(d)	Telegraphic address	Office ----- Works -----	
(e)	Telephone Nos.	Office ----- Works -----	
(f)	Fax Nos.	Office ----- Works -----	
(g)	Email		
2.	Confirm whether bidder is a Manufacturer	Yes / No.	
3.	Only Manufacturer to give following Particulars		
(a)	Address of factory		
(b)	Year of starting manufacture		
(c)	Whether same / similar materials Manufactured / printed earlier, (if yes, give reference		
(d)	Yearly Manufacturing Capacity		
(e)	Maximum yearly Manufacturing achieved so far		
(f)	Balance Spare Manufacturing capacity for this tender		
4.	Whether the firm is an MP SSI Unit	Yes / No	
(a)	If yes, write registration No.		
(b)	Whether documentary evidence regarding registration enclosed		
(c)	Items of registration		
(d)	Period of Registration		
(e)	Furnish latest copy of competency certificate	Yes/ No	
5.	(a) Whether the bidder is old participant with MPSEB or its successor companies	Yes/ No	
(b)	If yes, whether document evidence enclosed.		
6.	Any other information that bidder If yes, whether document evidence enclosed.	If yes, give details may like to give in order to highlight his bid	
7.	Please confirm whether you have participated as a New Bidders bidder for trial order.	Not applicable	

PLACE:

SIGNATURE OF BIDDER

NAME IN FULL

DATE

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

SECTION-IX

SCHEDULE – IV (B)

PART “B”: COMMERCIAL INFORMATION

(TO BE KEPT IN THE ENVELOPE PART-II, (COMMERCIAL/TECHICAL BID))”

(i) Separate sheets should be used, wherever necessary.

Sl. No.	Particular	Unit/Reference	To be filled by bidder
1.	i Earnest Money details		
	ii (a) Amount of EMD	Rs.	
	(b) Particulars/details		
	iii If exempted, state whether the bidder is	SSI Unit of M.P	
	iv Whether reference of documentary evidence regarding exemption enclosed.	Yes/ No	
	v Whether the firm is registered under MSME Act.		
2.	Whether the offer is valid for 180 days from the date of opening of commercial / technical bid	Yes/ No (If no, state validity period).	
3.	State whether the quoted prices are Firm/ Variable		
4.	Mode of dispatch	By Rail/By Road	
5.	PAYMENT TERMS		
	Whether Purchaser's terms of payment is acceptable to the bidder.	Yes/ No	
6.	DELIVERY PERIOD		
	Whether agreeable to Purchaser's Delivery Clause.	Yes/ No	
7.	PENALTY CLAUSE		
	Whether agreeable to Purchaser's penalty clause.	Yes/ No	
8.	GUARANTEE PERIOD		
	Whether agreeable to Purchaser's guarantee clause.	Yes/ No	
9.	SECURITY DEPOSIT		
	a Whether agreeable to furnish Security deposit as per tender for satisfactory execution of the order and to cover guarantee period.	Yes/No	
10.	EXTENSION ORDER		
	Whether Purchaser's terms of extension order is acceptable to the bidder.	Yes/ No	
11.	Whether rates offered are applicable for part quantities also.	Yes/ No	
12.	Have you noted that you have quoted prices in the desired format		
13.	Please mention the quantity		

	quoted in the Price Schedule-I (if any).		
14.	Please furnish information in respect of firm's Bank Account in support of payment term.		
	(i) Name of Bank and Branch address.		
	(ii) Firm's Bank Account Number.		
	(iii) IFS code of the Branch for RTGS transfer.		
15.	Whether your firm is an individual / proprietorship / partnership / or any other type		
16.	Copy of GST Registration with Number		
17.	Indicate PAN No. (with copy)		
18	Details of Tax quoted (Whether exemption or concessional rate support with necessary document)		
A	CGST		
B	SGST		
C	IGST		

PLACE:

DATE

SIGNATURE OF BIDDER

NAME IN FULL

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

SECTION-IX
SCHEDULE - IV
PART “C”: TECHNICAL INFORMATION
(TO BE KEPT IN THE ENVELOPE PART-II, (COMMERCIAL/TECHICAL BID))

Not Applicable

Place-	Signature of Bidder with Seal of Firm :
Date-	Name (in full) :
	Designation :

SECTION-IX

SCHEDULE - V

UNDERTAKING / DECLARATION BY THE BIDDER

The following declaration/Undertaking must be submitted by all the bidders on non-judicial stamp paper worth Rs.100/- duly notarized

(A) “Regarding Conflicting of Interest ”

I sole proprietor / partner / Director of M/s,..... under take that I am not interested as a proprietor and/or partner and/or in any other party/firm, participated in tender No. ----- of Purchaser due for opening on ____/____/20____ for procurement of -----.

(B) “Regarding Black listing/Debaring of the firm ”

We hereby undertake and submit the declaration that our firm/company is not debarred / black listed for future business with any of the Discoms of M.P.

In case, at any stage if the above declaration is found false or incorrect, the Purchaser shall be free to take any punitive / legal action against us, as may be deemed fit, which shall be acceptable / binding on us and the consequences shall be to our account.

(C) “Regarding information/details given”

I,....., the Sole proprietor / partner/ authorized signatory of M/S....., participating in the bidding process against tender No..... undertake that I am not interested as a proprietor and/or partner in any other firm participated in the tender for procurement of....., and specifically undertake that our firm/Company

- (i) Not follow & shall not follow unethical/unfair/fraudulent practice in any manner.
- (ii) Has no conflict of interest with any bidder/firm participating in the tender as required under clause-2 of Section-II of the tender.
- (iii) Not concealing any material information.
- (iv) Not given any false document/information, misleading fact or statement related to eligibility criteria or to get any advantage in bidding process, in the offer/bid submitted against the tender,
- (v) Has not been debarred/blacklisted for future business with Purchaser/other Discom of MP.

(D) ‘Regarding Serving Officer(s) or Employee(s) of the MPPKVVCL, Indore’

We confirm that no Serving Officer(s) or Employee(s) of the MPPKVVCL, Indore is/ are partner(s) of the firm or having shares or has any interest in the firm. It is also confirmed that no any partner of the firm has any relationship with any serving Officer(s) or Employee(s) of the MPPKVVCL, Indore.

Further, the MPPKVVCL will have full right to cancel the Purchase Order, if awarded and forfeit the EMD/Bid Security & Performance Guarantee as applicable in the event of the above condition/situation is observed, even at a later date i.e. after opening of Price Bid / award of Purchase Order.

Note: The undertaking should be given by the proprietor / Partner/ Director/ Authorized signatory of the Company

SIGNATURE OF TENDER

NAME IN FULL

DESIGNATION / STATUS IN THE FIRM

COMPANY SEAL

SECTION-IX
SCHEDULE-VI
DECLARATION - I

I,Sole proprietor/ partner of M/s.
is giving undertaking that details given are correct to the best of my knowledge and I agree to abide by all your tender/order terms and conditions in the event of situations viz unfair/unethical practice by the me/my firm, provisions relating conflict of interest, concealing of any material information by the me/my firm, misleading fact or statement by me/my firm in the offer/bid the Company have right to forfeit the EMD or Performance Guarantee as applicable, even at a later date i.e. after opening of Price or placement of Purchase order.

DATE : (AUTHORISED SIGNATORY)

PLACE : NAME :

DESIGNATION:

SEAL OF THE FIRM:

SECTION-IX
SCHEDULE-VII

DECLARATION – II

(TO BE KEPT IN THE ENVELOPE PART-II ONLINE i.e. COMMERCIAL/TECHNICAL BID)

(To be on Rs.100/- non judicial stamp duly Notarized)

I/We hereby undertake that I/we have not altered/deleted/added any term & conditions, technical specification & Guaranteed Technical Particular of Materials/equipments, etc. incorporated in tender specification (TS No.MD/WZ/06/PUR/TS-.....) uploaded by MPPKVVCL Indore on the MP tender portal <https://mptenders.gov.in>.

I/We further undertakes that during the process of evaluation (or later on during execution) if, any altered/deviation/addition is observed in our submitted offer (with respect to uploaded tender document), the MPPKVVCL Indore will have full rights to reject our submitted offer and may take the action as deemed fit in accordance with the terms & conditions of the tender specification.

Dated the [Insert date of the month] day of [Insert month, year] at [Insert place].

Signature {of Bidder's authorized Bid Signatory (ies)}[#] {In full and initials}:

Full name: {insert full name of authorized Bid Signatory}

Title: {insert title / position of authorized Bid Signatory}

Name of Bidder (Sole Bidder's name or JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable}

Email: {insert the authorized Bid Signatory's email address} _____

[#] {for a joint venture, or only the authorized signatory, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

SECTION-IX
SCHEDULE-VIII (A)
PART "A"
SCHEDULE OF PAST EXPERIENCE

To,

The Chief Engineer (Purchase),
M. P. PaschimKshetraVidyutVitaran Co. Ltd,
G.P.H. Compound, Pologround,
Indore (MP)

Dear Sir,

Sub: - **Past supply experience.**

We furnish herewith the record of our past supply experience of quoted items/Services as follows:-

Sl. No.	Year	Purchaser's Name and Address (as per clause 1.2 (ii) of Section-II)	Order Number and Date	Ordered Quantity	Quantity supplied	Value of Order
1	2	3	4	5	6	7
1	2018-19					
2	2019-20					
3	2020-21					
4	2021-22					
5	2022-23					

It is certify that the M/s..... is meeting all the technical criteria's as mentioned under Qualification Criteria of Tender and all information given as above is true.

SIGNATURE OF BIDDER
NAME IN FULL
DESIGNATION/ STATUS IN THE FIRM
COMPANY SEAL
Date & Place

SIGNATURE OF CA
NAME IN FULL
SEAL OF CA/Firm
Date & Place

Note: - If any information as mention above given by the bidder/Supplier is found false/ forged or incorrect, the purchaser shall be free to take any punitive / legal action against the bidder.

SECTION-IX
SCHEDULE-VIII (B)
PART "B": SCHEDULE OF SUPPLY DURING LAST FIVE YEARS

(TO BE KEPT IN THE ENVELOPE PART-II,
"(COMMERCIAL/TECHNICAL BID)")

Not applicable

PLACE:

SIGNATURE OF BIDDER
WITH SEAL OF FIRM

DATE:

NAME IN FULL
DESIGNATION/STATUS

SECTION-IX
SCHEDULE-VIII (C)
PART "C": SCHEDULE OF FINANCIAL INFORMATION
(TO BE FILED ONLINE IN ENVELOPE-B)

Bidder's Name & Address:

To,

The Chief Engineer (Purchase)
O/o MD (West Zone)
MPPKV V Co. Ltd.,
G.P.H. Compound, Pologround Indore.

Sub: - Financial Information.

Sr. No.	Years	Annual Turn over (In Rs. Lacs)
1	2018-19	
2	2019-20	
3	2020-21	
4	2021-22	
5	2022-23	
Aggregate (1+2+3+4+5)		

Place- Signature of Bidder with Seal of Firm:

Date- Name (in full):

Designation:

SECTION-IX
SCHEDULE-IX
DETAILS OF QUANTITY OFFERED

Not applicable

Place-

Signature of Bidder with Seal of Firm:

Date-

Name (in full):

Designation:

SECTION-IX
SCHEDULE-X (A)
PART "A"
SCHEDULE OF COMMERCIAL DEVIATIONS

Bidder's Name & Address:

To,

The Chief Engineer (Purchase),
M. P. Paschim Kshetra Vidyut Vitaran Co. Ltd,
G.P.H. Compound, Pologround,
Indore (MP)

Dear Sir,

Sub: - **Commercial Deviations.**

The commercial Deviations & variations to the specifications stipulated in the tender, for the item quoted are, as under:-

Sl. No.	Condition	Clause No. of tender document	Page No. of Tender document	Statement of deviations and variations
1	2	3	4	5

2. Except aforesaid deviations, the entire order, if placed, on us shall be executed in accordance with your specifications and any other conditions, variations/deviations etc. if found, elsewhere in our offer should not be given any considerations while finalizing the tender.

PLACE:

SIGNATURE OF BIDDER

DATE

NAME IN FULL

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

Note: - Continuation sheet of like size & format may be used as per bidder's requirements and shall be annexed to this schedule.

SECTION-IX
SCHEDULE-X (B)
PART "B"
SCHEDULE OF TECHNICAL DEVIATIONS

Bidder's Name & Address:

To,

The Chief Engineer (Purchase),
M. P. PaschimKshetraVidyutVitaran Co. Ltd,
G.P.H. Compound, Pologround,
Indore (MP)

Dear Sir,

Sub: - **Technical Deviations.**

The Technical Deviations & variations to the specifications stipulated in the tender, for the item quoted are, as under:-

Sl. No.	Condition	Clause No. of tender document	Page No. of Tender document	Statement of deviations and variations
1	2	3	4	5

2. Except aforesaid deviations, the entire order, if placed, on us shall be executed in accordance with your specifications and any other conditions, variations/deviations etc. if found, elsewhere in our offer should not be given any considerations while finalizing the tender.

PLACE:

SIGNATURE OF BIDDER

NAME IN FULL

DATE

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

Note: - Continuation sheet of like size & format may be used as per bidder's requirements and shall be annexed to this.

SECTION-IX
SCHEDULE-XI
GUARANTEED TECHNICAL PARTICULARS

Not applicable

PLACE:

DATE

SIGNATURE OF BIDDER

NAME IN FULL

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

SECTION-IX
SCHEDULE – XII:
CHECK LIST

**(TO BE KEPT IN THE ENVELOPE PART-B, “COMMERCIAL/TECHNICAL BID” &
UPLOAD ONLINE ALSO)**

Sr.No.	Check List Item	Options	Answer
1.	Whether “Earnest Money Deposit” of specified amount is kept in a sealed envelope-A & the same is uploaded online.	Yes/No	
2.	Whether NSIC/SSI/MSME/DIC Registration Certificate is attached	Yes/No	
3.	Whether confirmation certificate proving bidder is a Manufacturer is attached	Yes/No	
4.	Whether appropriate type test certificate is attached	Yes/No	
5.	Whether P&L Accounts of last 5 year are enclosed	Yes/No	
6.	Whether Balance Sheets of last 5 year are enclosed	Yes/No	
7.	Whether duly signed “Tender Document” is attached with the bid	Yes/No	
8.	Whether all schedules except schedule-I (Price bid) duly filled & signed with supporting document are enclosed	Yes/No	
9.	Schedule I: Price bid is duly filled in and digitally signed by the signatory authority & uploaded online in envelope-C	Yes/No	
10	The schedule-XII i.e. Check List submitted and uploaded online in envelope-B	Yes/No	

-Sd-
Chief Engineer (Purchase)
O/o MD (WZ), MPPKVVCL,
Indore

SECTION-IX

SCHEDULE – XIII: PERFORMA FOR TECHNICAL BID

(TO BE KEPT IN THE ENVELOPE PART-II, (COMMERCIAL/TECHICAL BID))

(To be furnished on official letter-head of the Bidder)

To

The Chief Engineer (Purchase)
O/O MD, MPPKVVCL,
GPH Compound, Polo Ground
Indore

PERFORMA FOR TECHNICAL BID

1. Name of the Firm:
2. Address of the Firm:
3. Contact Phone No.
4. Email Id:
5. Service Tax/GST No.:
6. PAN No.:
7. Profile of the Firm (Encl)
8. Income Tax return of latest Financial Year with Balance Sheet (Encl)
9. Name & Address of Banker with Account Details and IFSC Code:

I hereby undertake that all information and documents submitted by me are true and authentic to the best of my knowledge and belief. I am aware that this information/ documents found incorrect/tempered at any stage, my contract may be terminated immediately and I will be sole responsible for the loss occurred on that account.

Name, Seal & Signature of Authorized Person

Dated:

Contact: _____

Signature of Bidder with Seal of Firm :

Place-

Name (in full) :

Date-

Designation :

SECTION-IX
SCHEDULE – XIV: TEMPLATE FOR PRE-BID QUERIES

Request for Clarification			
Name and Address of the Organization submitting request			
Name and Position of Person submitting request			
Contact Details of the Organization / Authorized Representative			
Tel:			
Mobile:			
Fax:			
Email:			
Sr. No	Bidding Document Reference (Section No., Page No.)	Content of the Bidding Document requiring clarification	Clarification Sought
A	Pre-Qualification		
B	Technical Evaluation		
C	Legal / Contract Conditions		
D	SLA		
E	Technical Specifications		
F	Unpriced BoQ		
G	Functional Specifications		
H	Technical Specifications		
I	Others		

Signature of Bidder with Seal of Firm :

Place-

Name (in full) :

Date-

Designation :

SECTION - IX
SCHEDULE – XV: Draft Contract Agreement

To be executed on non-judicial stamp paper worth Rs. 1000/- and one rupee revenue stamp (stamp should be affixed over it)

THIS AGREEMENT made on this the day of, against office order no.....dtd.....

BETWEEN

(1)<Name of the Purchaser>.....*For West Discom - Madhya Pradesh Paschim Kshetra Vidyut Vitaran Company Ltd, Indore.(Constituted vide order dtd 31.05.2005, notified by the Siste Government implementing restructuring of MPSEB vide no. 3679/FRS/18/13/202 to give effect to reorganization of Madhya Pradesh State Electricity Board under the provision electricity act 2003 (No.36 of 2003), The applicable provision of Madhya Pradesh Vidut Sudhar Adhiniyam 2000(No.04 of 2001) and transfer scheme rule 2003) hereinafter referred to as the West discom company of the one part.*

and

(2) M/s_____ of _____ (hereinafter refer to as the contractor/service provider/ Supplier which expression shall where the context so admits include his heirs, executors, administrator & representatives), of the other part.

Whereas in accordance with the notice inviting the tender dtd.....issued by CE (Pur)/Addl.C.E.Pur O/o MD/WZ/MPPKVVCL, Indore. The contractor/service provider/ Supplier submitted his offer which was opened on dtd..... for Whereas West zone company & the contractor/service provider/ Supplier has decided to have provide& the contractor/service provider/ Supplier has agreed for the same upon the terms or condition here in after contained :-

Now it is hereby declared agreed as follows:

1. The contractor shall perform & carry out all matters incidental / ancillary there to within time specified & in accordance with the special & general terms & condition of the tender document no.....& price bid opened on dtd for in witnesses where of the parties hereto signed this agreement on the date & here mentioned against their respective signatures.

Article 1: Contract Documents

1.1 Contract Documents

The following documents shall constitute the Contract between the Purchaser and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) Order/Award of Contract No., Dated:
- (b) Price & Quantity Schedule
- (c) Scope of Work/Services
- (d) General Terms & Condition
- (e) Other completed Bidding Forms submitted with the Letter of Bid
- (f) Bid document as submitted by the Bidder including qualification of resources, standards of performance
- (g) Any other documents shall be added here.

1.2 Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions Capitalized words and phrases used herein shall have the same meanings as are described to them in the General Conditions of tender document.

Article 2: Price & statutory levies and Terms of Payment-

2.1 Price & statutory levies (Reference general terms & condition of purchases Clause)

The Purchaser hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of **Rs: (In words Rs.....)** as specified in **Schedule “I”. Price & Quantity Schedule** or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Terms of Payment (Reference general terms & condition of purchases Clause)

The terms and procedures of payment according to which the Purchaser will make payment the Contractor are given in the purchases (Terms of Payment) hereto.

Article 3: Effective Date

3.1 Effective Date

The Effective Date is the date upon which the contract period (5 Years) shall be counted after the date of placement of award, when all of the following conditions have been fulfilled:

- (a) The Contractor has submitted to the Purchaser the Performance security.
- (b) This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Contractor;

Each party shall use its best efforts to fulfil the above conditions for which it is responsible as soon as practicable.

If the conditions listed under article 3.1 are not fulfilled within 30 day from the date of the Award notification because of reasons not attributable to the Contractor, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract. If the reasons are attributable to the Contractor, the provisions of Suspension / Banning of Business Dealings along with applicable penalties become applicable.

- The laws applicable to this Contract shall be the laws in force in India. The Courts of Indore shall have exclusive jurisdiction in all matters arising under this Contract.

3.2 Resolution of Disputes

Settlement of Disputes & Arbitration

If any dispute of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Purchase Order, the parties shall seek to resolve any such dispute or difference in opinion, to the extent possible, amicably by mutual consultation.

If the parties have failed to resolve their dispute or difference by such mutual consultation, then the dispute shall be referred in writing by either party to and settle by Arbitral Tribunal comprising of three Arbitrators, one to be appointed by each party and third Presiding Arbitrator to be appointed by the both the Arbitrators as per provision of Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

The Arbitration shall be conducted as per provision of Arbitration and Reconciliation act 1996 and as amended from time to time, and of the rules made there under. The Arbitrators or the Presiding Arbitrator as the case may be, are bound to give a detailed speaking award assigning reasons for the findings. The decision of Arbitral Tribunal shall be final and binding up on both the parties.

Supplies under the Purchase Order shall be continued by the Supplier during the arbitration proceedings, unless otherwise, directed in writing by the purchaser or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or of the Presiding Arbitrator, as the case may be, is issued.

The Arbitration proceeding if any shall be strictly held at the Head Quarter of Purchaser at Indore.

Article 4: Communication Address

4.1 The address of the Purchaser for notice purposes, pursuant to SCC-15 is:

Attention:

Address:

City: PIN Code: Country: **India.**

Telephone:

Facsimile number:

Electronic mail address:

4.2 The address of the Contractor for notice purposes, is:

.....
.....
.....

Article 5: Schedules & Annexure-

5.1 The **Schedules & Annexure** listed in the tender document, order & this contract agreement shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to **Schedules & Annexure** shall mean the **Schedules & Annexure** attached to purchase order, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Purchaser and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by, for and on behalf of the Purchaser

.....

Name :

Designation :

Purchaser :

in the presence of

1.

Name :

Designation :

Purchaser :

Signed by, for and on behalf of the Contractor

.....

Name :

Designation :

Firm Name :

in the presence of

2.

Name :

Designation :

Purchaser :

1.

2.

SECTION – IX

SCHEDULE – XVI: PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT

(To be executed on non-Judicial stamp paper worth Rs. 0.25% of security deposit (Maximum 25,000/-) and one rupee revenue stamp may be affixed on bank guarantee and on the E-stamps the names of 1st & 2nd parties should be the Bank & MPPKVVCL, Indore respectively, as BG agreement being in between Bank & MPPKVVCL)

Bank Guarantee No..... dtd.....

In consideration of the M. P. Paschim Kshetra Vidyut Vitaran Company Limited, Indore having agreed to accept this bank guarantee in lieu of cash deposit by way of Security for due and faithful performance required from M/s..... herewith after referred to as contractors

the bank hereby agrees unequivocally and unconditionally to pay **at par in any of its Branch situated in Indore or nearest to Indore**, within 48 hours on demand in writings from the M. P. Paschim Kshetra Vidyut Vitaran Company Limited, Indore or any officer authorized by it in this behalf of any amount upto and not exceeding ` ..... (in words) ` to the said M. P. Paschim Kshetra Vidyut Vitaran Company Limited, Indore on behalf of the aforesaid M/s who have tendered and contracted for the supply of materials, equipments or services to the said M. P. Paschim Kshetra Vidyut Vitaran Company Limited, Indore against Order No. dt..... for the order value `
.....

This agreement shall be valid and binding on this bank upto and including or for such further period as may hereunder be mutually fixed from time to time in writing by the M. P. Paschim Kshetra Vidyut Vitaran Company Limited, Indore and the contractors and shall not be terminable by notice or any change in the constitution of the aforesaid bank or the firm of contractors or by any other reasons what so ever and the banker's liability hereunder shall not be impaired or discharges by any extensions of, time or variations or alternation made, given conceded or agreed to with or without bank's knowledge or consent by or between the M. P. Paschim Kshetra Vidyut Vitaran Company Limited, Indore and the contractors in the existing and / or further tenders and /or contracts.

It is agreed to by the Bank with the MPPKVVCL, Indore that if for, any reason a dispute arises Concerning the Bank's liability to pay the requisite amount to the MPPKVVCL, Indore under the terms of this guarantee the competent Court at Indore alone shall have the jurisdiction to determine the said dispute and that this shall be without prejudice to the liability of the Bank under the terms of this guarantee being unequivocal and unconditional as mentioned above.

The liability under this guarantee is restricted to ` .....(in words) `only). This guarantee shall remain in force until unless a demand to enforce a claim is made under this Bank Guarantee by the MPPKVVCL, Indore to the Bank **in any of its Branch situated in Indore or nearest to Indore** within six months from that date, the rights of the M.P. Paschim Kshetra Vidyut Vitaran Company Limited, Indore under this guarantee shall be forfeited and the bank shall be relieved and discharged from all liability there under: -

- (a) Our liability under the Bank Guarantee should be not exceed `/- = (Rs.....).
- (b) This Bank Guarantee shall be valid up to
- (c) We are liable to pay the Bank Guarantee amount or any part thereof under this Bank Guarantee only, and only if you serve upon us or at **any Branch situated in Indore or nearest to Indore**, a written claim or demand on or before dated.....

- (d) This Bank Guarantee is valid from to Including claim period.
(e) We confirm for making payment on receipt of original Bank Guarantee duly discharge on or before the expiry of claim period.

Signed for.....

Bank

Witness:

1..... (Signature)

..... (Name)

..... (Address)

.....

2..... (Signature)

..... (Name)

..... (Address)

SECTION – IX

SCHEDULE – XVII: ON THE LETTER HEAD OF THE CHARTERED ACCOUNTANT FIRM

**CERTIFICATE
TO WHOM SO EVER IT MAY CONCERN**

This is to certify that “M/s _____”PAN : _____ GSTIN : _____ having its registered / Head office at _____ (hereinafter referred to as Firm) have participated in the Tender No. _____ of MPPKVVCL, Indore.

In Terms of Clause _____ of the Tender Conditions the Financial Particulars of the Entity participating in the above said tender are as follows”(all the Figures are in Rs.)

- a) Since the NIT of the Tender has issued on **March-2024** and hence for the Financial Criteria the **last Financial Year is 2023-24**.
- b) Average ANNUAL TURNOVER of the Entity for the last three financial years is Rs. _____.
- c) WORKING CAPITAL of the Entity as per the Balance Sheet for the last financial year / bank utilization certificate-Fund Based (not more than 30 days from the date of opening of tender) is Rs _____.
- d) The firm fulfill the financial criteria as required under Clause-1.5, Section-II of the tender.
- e) The above said information is true and correct to the best of my knowledge and belief and the Information has been extracted from the Books of Accounts maintained by the entity.

I am aware that the Company (MPPKVVCL, Indore) is relaying this certificate as a valid proof of Financial Capability of the Company.

For, _____
Chartered Accountant Firm,
FRN No. _____

CA. _____
(Designation _____)

M. No. _____
UDIN No. _____

Date : _____
Place: _____

Signature and Seal of Tenderer

Note:

- (i) *The document should be signed by the proprietor / Partner/ Director/ Authorized signatory of the Company.*
- (ii) *The information given at (b), (c) & (d) above must appear in the website of the Institute of Chartered Account against the UDIN Number as given above.*
- (iii) *The certificate should exactly match with the online data as per the UDIN indicated in the Schedule on ICAI Website.*

SECTION – IX

SCHEDULE – XVIII: Unprice BOQ UNPRICED BOQ-Part ‘A’

Schedule : VMs				
Configuration of VM Instances				
S.N.	Operating system	x86 Cores	RAM (GB)	Availability confirmation of same or above configuration (Y-Yes/N-No)
1	Windows	2	8	
2	Windows	2	48	
3	Windows	4	16	
4	Windows	4	32	
5	Windows	4	48	
6	Windows	4	64	
7	Windows	6	32	
8	Windows	6	48	
9	Windows	8	16	
10	Windows	8	32	
11	Windows	8	48	
12	Windows	8	64	
13	Windows	8	96	
14	Windows	12	32	
15	Windows	16	64	
16	Windows	16	96	
17	Windows	16	128	
6	Windows	24	48	
19	Windows	32	128	
20	Windows	32	256	
21	Windows	48	256	
22	Windows	48	512	
23	CentOS	8	16	
24	CentOS	8	32	
25	CentOS	8	48	
26	CentOS	8	96	
27	CentOS	16	64	
28	CentOS	16	96	
29	CentOS	16	128	
30	CentOS	32	128	
31	CentOS	32	256	
32	CentOS	48	256	
33	CentOS	48	512	
34	RHEL	8	16	

35	RHEL	8	32	
36	RHEL	8	48	
37	RHEL	8	96	
38	RHEL	16	64	
39	RHEL	16	96	
40	RHEL	16	128	
41	RHEL	32	128	
42	RHEL	32	256	
43	RHEL	48	256	
44	RHEL	48	512	
45	BARE METAL RHEL	4	32	
46	BARE METAL RHEL	4	48	
47	BARE METAL RHEL	4	64	
48	BARE METAL RHEL	6	32	
49	BARE METAL RHEL	6	48	
50	BARE METAL RHEL	8	96	
51	BARE METAL Windows	4	64	
52	BARRE METAL Windows	8	64	

Seal & Signature
Authorised Signatory of MSP

Seal & Signature
Authorised Signatory of CSP

Schedule-B Cost of IT Components									
Sr. No.	Particular	Unit	Estimated Order In Ist Year For	Estimated Order In IInd Year For	Estimated Order In IIIrd Year For	Estimated Order In IVth Year For	Estimated Order In Vth Year For	Total Quantity	Availability confirmation of same or above configuration (Y-Yes/N-No)
			60 Month	48 Month	36 Month	24 Month	12 Month		
			Qty	Qty	Qty	Qty	Qty		
A	B	C	D	E	F	G	H	I	J
1	Server	Server Per Month	175	15	12	11	10	12036	
2	Premium SSD	Per GB / Month	250000	25000	25000	25000	25000	18000000	
3	High Performance Premium SSD with minimum 30 IOPS per GB	Per GB /Month	25000	5000	5000	5000	5000	2100000	
4	File storage	Per GB /Month	10000	1000	1000	1000	1000	720000	
5	Object storage unmanaged	Per GB /Month	50000	5000	5000	5000	5000	3600000	
6	Cold Storage for Backup on Premises at DC in Pologround Indore with all hardware, Network and Backup services.	Per GB /Month	500000	50000	50000	50000	50000	36000000	
7	Application Load Balancer - 5 Rules, 100 GB Data processes	Unit /Month	7	1	1	1	1	540	
8	Static IP	Unit /Month	102	12	12	12	12	7560	
9	100 Mbps Dark Fiber/ P2P Link between MPPKVVCL Indore Datacenter to CSP's DC	Unit /Month	2	0	0	0	0	120	
10	Site 2 Site VPN (failover)	Unit /Month	4	0	0	0	0	240	
11	Remote VPN concurrent Clients(Purchaser may create any count of clients)	Unit /Month	500	50	50	50	50	36000	
12	EDR for endpoints including Antivirus	Unit /Month	3000	300	300	300	300	216000	
13	Single domain Premium SSL certificate	Unit /Month	50	10	10	10	10	4200	
14	Wildcard domain Premium SSL certificate	Unit /Month	1	1	0	0	0	108	

Seal & Signature
Authorised Signatory MSP

Seal & Signature
Authorised Signatory of CSP

Schedule-C Cost of IT Components									
S. N.	Particulars	Unit	Estimated Order In Ist Year For	Estimated Order In IInd Year For	Estimate d Order In IIIrd Year For	Estimated Order In IVth Year For	Estimated Order In Vth Year For	Total Quantity (In Hrs)	Availability confirmation of same or above configuration (Y-Yes/N- No)
			12 Months	12 Months	12 Months	12 Months	12 Months		
			Qty	Qty	Qty	Qty	Qty		
1	Server GPU with Minimum 80 GB RAM NVDIA A100	Hours /Month	50	50	50	50	50	3000	

Seal & Signature
Authorised Signatory MSP

Seal & Signature
Authorised Signatory of CSP

SCHEDULE-D Implementation and Migration Cost				
S.N.	Particulars	Unit	Qty	Availability confirmation of same or above configuration (Y-Yes/N-No)
1	Implementation, Migration & Other Associated components/ Licenses/activities/ resources to complete the scope	Lum Sum	1	
Note: 1. Total Cost of this component must be less than or equal to 20% of Grand total (schedule: Summary) of Price Schedule, otherwise purchaser will deduct the quoted price of above component accordingly, without changing quoted price of other Line Items of price schedule. 2. 50% of this component will be considered as one time cost & yearly cost of Implementation, Migration & Other Associated components/ Licenses/activities/ resources to complete the scope will be considered as 10% of this component.				
BOQ Part B				Availability confirmation of same or above configuration (Y-Yes/N-No)
Confirm that proposed setup includes all components/security solution/licenses/services & terms and price for these has been considered in the price quoted for prescribed line items mentioned in price schedule. (Details Part-B BOQ Annexed)				

Seal & Signature
Authorised Signatory MSP

Seal & Signature
Authorised Signatory of CSP

Detail BOQ Part-B

Bidder with CSP are required to confirm the consideration of following components/security solution/licenses/services & terms in the Price Quoted for prescribed line items mentioned in Price Schedule. Discom can ask bidders to demonstrate these solution/features as and when required.

S.No.	RFP Requirement	Availability confirmation of same or above configuration (Y-Yes/N-No)
1	The above VM's and other line items are required with following facilities without any additional cost to purchaser:-	
	· Site to Site , Point to Point or Site to Point connectivity as per the requirement, Static Public IP.	
	· DNS Manager and Subnet	
	· XDR for each VM's, The proposed solution must include an XDR component that was featured in a Gartner Magic Quadrant 'Leaders' or 'Challengers' quadrant since January 1st, 2023.	
	· IPSec/SSL VPN Connections (Concurrent minimum 10 users) SSL VPN for remote administration must be provided for the management of virtual environment.	
	· VPN Gateway, Firewall and traffic management.	
	· DDoS protection	
	· Identity and access Management, Roll based access mechanism	
	· Manage Threat Detection and prevention Service	
	· Network Load Balancer (Public and Internal), Route Table , BGP	
	· NAT Gateway, Network Security Group, Bastian, RDP,SSH connection,	
	· Resource Tagging	
	· Budget and Usage Policy	
	· Key Vault	
	· Vertical and Horizontal Scalability	
	· Container Environment	
	· Virtual Cloud Network and VNIC(Network Interface Card)	
	· Disk Encryption with Max throughput 1 GB/s and Max IOPS 20000	
	· Custom script for maintenance, deploy, configuration Backup and Restore	
	· VCN to VPN Network Aggregate Throughput Benchmark - 2 GBPS	
	· Resource Locking Mechanism Custom script for maintenance and configuration	
	· Backup and Restore or Replication as per the requirement of RPO or RTO.	
	· Resizing , Moving of VMs from one resource group/Tenant to another	
	· Security Incident and event management with Security score, recommendation and Alerts.	
	· Metric and Log based Reporting & Monitoring for Audit and Performance measuring	
	· All other free services provided by CSP will be provided by MSP at no extra cost.	
	· Charges of transfer in and transfer out must be included in line items defined in tender. No extra charges will be applicable.	
	· Site to site VPN failover Unlimited data egress	

	· UTM/NGFW with HA having at least 2 Gbps throughput	
	· Web Application Firewall – with Unlimited data processing.	
	· Log collection and analysis	
	· Cross connect and + Port Termination	
	· Data Leakage Protection as service	
	· Anti APT (Advance persistent Threat Solution)	
	· Vulnerability and Threat scanning Tools (4 Scans per month)	
	· Two factor Authentication	
	· SIEM or equivalent service with logs 50 GB per day or 1000 EPS	
	· Network monitor and Analysis	
	· Onsite Backup Verification: The bidder must facilitate a verification process for an existing backup located on DISCOM premises. This verification will include the restoration of 2-3 virtual machines (VMs) to an alternate cloud platform of our choosing or on premise data center.	
	· Disaster Recovery (DR) Drills: The bidder must demonstrate a commitment to regular(Quarterly) disaster recovery drills. Evidence of these drills, including dates, scope, and outcomes, should be submitted.	
	· As per the requirement of purchaser implementation of an air-gapped network for the protection of sensitive data, the bidder must be prepared to design and deploy a solution that meets the strictest security standards. Bidder must ensure: Physical isolation of the network, Rigorous access control procedures, or anything as per the compliances & Compliance with government regulations.	
	· The selected bidder will be required to conduct regular(every 6 months) Vulnerability Assessment and Penetration Testing (VAPT) of all virtual machines (VMs) and network inventory. Detailed reports outlining vulnerabilities, remediation plans, and proof of compliance must be submitted. Mitigation of vulnerabilities other than Application code level will be done by the bidder without any cost to purchaser.	
	· EDR: The proposed solution must include an EDR component that was featured in a Gartner Magic Quadrant 'Leaders' or 'Challengers' quadrant since January 1st, 2023.	
	· Remote VPN client should be configured on user machines. MPPKVVCL, Indore reserves the right to create an unlimited number of VPN user accounts. VPN license count will be strictly based concurrent users count at any given time.	
	· Charges quoted against all compute, Storage, Network including all other line items must include BCP Planning including Disaster recovery consideration for defined RTO& RPO.	
	· MSP has to deploy ordered work load on cloud. In case any workload required bare metal server than MSP has to provide that. In this case if MSP deployed the workload on VMs than any additional licenses/ components shall be arranged by bidder without any additional cost to purchaser. Bidder needs to ensure compliance of OEMs license policy in respect of OS/DB/application & deployed workload etc.	
	· Bidder needs to run all the existing app in cloud environment with same or above performance. Purchaser will pay only the cost of line items mentioned in price schedule. If any additional service, licenses, hardware, or any other component required to run the existing application in cloud environment than same will be arranged by bidder without any additional cost to the purchaser.	
2	It may be noted that Payment for works to be performed under this contract shall be released at contracted rates for aforesaid tasks only. Therefore, charges for all other activities to be performed under this contract as per Section VI-“Scope of	

	Work”, must be included in the rates quoted for above by the Supplier.	
--	--	--

MSP & CSP jointly confirm that proposed set up will include all above services/components/licenses & compliance of terms without any additional cost to purchaser. Further MSP will be responsible to migrate the existing applications on cloud with same or above performance & all the cost required for this has been considered under the defined line items of price schedule.

Seal & Signature
Authorised Signatory of MSP

Seal & Signature
Authorised Signatory of CSP

SECTION – IX

SCHEDULE – XIX: APPLICATION LIST

Sr. No.	Location	Application Name	Application URL	Application Type
1	Indore	MPEB Web Portal	https://www.mpwz.co.in/	Web
2	Indore	MPPKVVCL ERP Production Application Portal	https://prodserv.mpw.in.co.in	Web
3	Indore	NGB (nEXT Generation Billing Production)	https://ngb.mpw.in.co.in/login	Web
4	Indore	NGB (nEXT Generation Billing Staging)	https://ngbstaging.mpw.in.co.in/login	Web
5	Indore	URJAS (Online Upbhokta Seva Kendra Consumer Only)	http://mpwzservices.mpw.in.co.in/	Web/Mobile
6	Indore	URJAS (Online Upbhokta Seva Kendra for Official Use Only)	http://mpwzservices.mpw.in.co.in/mpserhomeuser	Web
7	Indore	Energy Audit System EAS	https://eas.mpw.in.co.in/	Web
8	Indore	MPWIN Email Server	https://mail.mpw.in.co.in	Web
9	Indore	MPPKVVCL Winpay Bill Agency Counter	https://winpaybill.mpw.in.co.in/AgencyCounter/	Web
10	Indore	Departmental Info-Portal	https://info.mpw.in.co.in/infoportal/login	Web
11	Indore	HT Billing	https://htbilling.mpw.in.co.in:8443/htbilling/	Web
12	Indore	HT-Connection Monitoring System	http://htsc.mpw.in.co.in/	Web
13	Indore	Oracle ERP Production IServices	https://iservice.mpw.in.co.in	Web
14	Indore	MPPKVVCL ERP Quality Testing QA Server	http://devebs.mpw.in.co.in:8024/	Web
15	Indore	MPPKVVCL ERP ProdClon	devebs.mpw.in.co.in:8040	Web
16	Indore	MPPKVVCL ERP New Clone Server	http://mpwzserpclon.mpw.in.co.in:8030	Web
17	Indore	MPPKVVCL ERP Oracle Business Intelligence OBIEE	proobiee.mpw.in.co.in:9704/analytics	Web
18	Indore	View Pension Slip	https://info.mpw.in.co.in/mppkvclpension/	Web
19	Indore	DTR Failure Information System (N-DFIS) Portal	ndfis.mpw.in.co.in:9090/dfis	Web
20	Indore	EOS	http://10.98.0.213:9090/oem	Web
21	Indore	Village Feeder Mapping (VFM) Portal	http://vfm.mpw.in.co.in:9090/vfm/	Web
22	Indore	Door To Door	http://mppkvclurjas.mpw.in.co.in/mpebinhouse/login	Web
23	Indore	Urjas & NGB Staging Infra Status (Only for NOC Helpdesk)	http://urjasmonitor.mpw.in.co.in:8084/nms/simpliedashboard.html	Web
24	Indore	NGB Production infra Status(Only for NOC	ngbproductionhelpdesk.mpw.in.co.in:8084/nms/simpliedashboard.html	Web

		Helpdesk)		
25	Indore	CAMR Application	http://10.98.0.140:8080/camrapplication/	Web
26	Indore	HT Regenerator Billing	htregeneratorbilling.mpwin.co.in:9090/htcell/	Web
27	Indore	NALJAL GENUS	http://103.9.12.187:8097/forms/frmlogin.aspx	Web
28	Indore	NALJAL	http://103.9.12.52/forms/frmlogin.aspx	Web
29	Indore	NGB-BIDashboard	https://bidashboard.mpwin.co.in/	Web
30	Indore	Energy Audit System	https://easprod.mpwin.co.in/	Web
31	Indore	PMR	pmr.mpwin.co.in:9011/login	Web
32	Indore	HVMRI	urjastesting.mpwin.co.in:9090/HVMRI/login	Web
33	Indore	SHMS & MMS	http://urjastesting.mpwin.co.in/Operation-Cell/login	Web
34	Indore	IIPEC	http://urjastesting.mpwin.co.in:7575/iipcec/login	Web
35	Indore	BPM	http://ecell.mpwin.co.in:9090/bpm/	Web
36	Indore	DBT	https://dbt.mpwin.co.in	Web
37	Indore	GIS	http://gis.mpwin.co.in/	Web
38	Indore	CMI	https://cmi.mpwin.co.in/	Web
39	Indore	Common Issue Tracker (CIT)	https://wincit.mpwin.co.in	Web
40	Indore	Win Safety System (WSS)	https://winss.mpwin.co.in:8443/login	Web
41	Indore	Employee Transfer System (ETS)	https://ets.mpwin.co.in:8445/login	Web
42	Indore	Online Appointment System (E-samay)	https://esamay.mpwin.co.in:8444/login	Web
43	Indore	Consumer Forum System (C-Forum)	https://forum.mpwin.co.in:8447/	Web
44	Indore	Outsource Resource Management	https://orm.mpwin.co.in:8448/login	Web
45	Indore	DNS Server 2	dns2.mpwin.co.in	Web
46	Indore	SCADA System	SCADA System Application	Web
47	Indore	Next Generation Billing Test	ngbtest.mpwin.co.in	Web
48	Indore	Urjas Registration Portal	registration.mpwin.co.in	Web
49	Indore	Urjas CCC Web Portal	urjasccweb.mpwin.co.in	Web
50	Indore	Urjas CCC Portal	urjasccc.mpwin.co.in	Web
51	Indore	API Test	apitest.mpwin.co.in	Web
52	Indore	API Service	API.mpwin.co.in	Web
53	Indore	Urjas BE Official	mppkvvclurjasbe.mpwin.co.in	Web
54	Indore	Discom web services 2	discomwebservices2.mpwin.co.in	Web
55	Indore	Urjas Testing 2	urjastesting2.mpwin.co.in	Web
56	Indore	Call Center CRM	twarit.mpwin.co.in	Web
57	Indore	Discom web services	discomwebservices.mpwin.co.in	Web
58	Indore	VPN Service	vpn.mpwin.co.in	Web
59	Indore	MPWZ Energy	mpwzenergy.mpwin.co.in	Web
60	Indore	Consumer Passbook	consumerpassbook.mpwin.co.in	Web
61	Indore	E Cell Service	ecell.mpwin.co.in	Web
62	Indore	API MPWZ	mpwzkpi.mpwin.co.in	Web
63	Indore	Vigilance Service	vis.mpwin.co.in	Web
64	Indore	Urjas Cloud Service	urjascloud.mpwin.co.in	Web
65	Indore	SMS API	sms.mpwin.co.in	Web
66	Indore	Remote Disconnect Service	rds.mpwin.co.in	Web
67	Indore	Remote Disconnect Unit	rdu.mpwin.co.in	Web

68	Indore	Mail Server Gateway	mailgateway.mpwin.co.in.	Web
69	Indore	Online Cash Collection	onlinecashcollection.mpwin.co.in.	Web
70	Indore	FTP Server	ftp.mpwin.co.in	Web
71	Indore	ITSM Support	support.mpwin.co.in.	Web
72	Indore	NVIS	https://wznvis.mpwin.co.in/nvis	Web
73	Indore	WIN PICS	https://discomwebservices.mpwin.co.in/ winpics	Web
74	Indore	Bill Fetch API	https://discomwebservices.mpwin.co.in/ wzbillfetchingapi	Web
75	Indore	Urjas Dep	https://urjasdep.mpwin.co.in	Web
76	Indore	Chat	https://chat.mpwin.co.in	Web
77	Indore	Chatbot	https://chatbot.mpwin.co.in	Web
78	Indore	Rebilling	https://rebilling.mpwin.co.in	Web
79	Indore	PDP	https://pdp.mpwin.co.in	Web
80	Indore	DE	https://de.mpwin.co.in	Web
81	Indore	SSO	https://sso.mpwin.co.in	Web
82	Indore	Urjas Util	https://urjasutil.mpwin.co.in	Web
83	Indore	Attendance	https://wzhajari.mpwin.co.in	Web

SECTION – IX

SCHEDULE – XX:

Format of Joint Venture Agreement to be entered amongst all Members of a Bidding Joint Venture

[To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country.]

FORM OF JOINT VENTURE AGREEMENT BETWEEN

M/s....., AND M/s. for bidding for Tender No. [Tender Details]

1. **THIS Joint Venture Agreement** (hereinafter referred to as “Agreement”) executed on this [date] day of [month], [year] between
2. M/s., a company incorporated under the laws of and having its Registered Office at (hereinafter called “**Party 1,**” or “**Lead Joint Venture Partner**” which expression shall include its successors, executors and permitted assigns);
3. M/s., a company incorporated under the laws of and having its Registered Office at (hereinafter called “**Party 2,**” which expression shall include its successors, executors and permitted assigns);

[The Bidding Joint Venture should list the name, address of its registered office and other details of all the Joint Venture Members above.]

WHEREAS the Parties above named are entering into this Joint Venture Agreement for the purpose of submitting the Bid in response to the TS-1783 and in the event of selection as Selected Bidder to comply with the requirements as specified in the TS-1783 and ensure execution of the CLOUD Contract as may be required to be entered into with Utility.

Party 1, and Party 2 are hereinafter collectively referred to as the “Parties” and individually as a “Party.

WHEREAS the TS-1783 stipulates that the Bidders applying as a Bidding Joint Venture shall submit a legally enforceable Joint Venture Agreement in a format specified in the RFP, whereby each Joint Venture Member undertakes to be liable for its Roles and Responsibilities, provide necessary guarantees and pay required fees as required as per the provisions of the TS-1783, as specified herein.

WHEREAS any capitalized term in this Agreement shall have the meaning ascribed to such term in the TS-1783 document.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the Parties in this Joint Venture do hereby mutually agree as follows:

1. In consideration of the selection of the Joint Venture as the Bidding Joint Venture by Utility, we the Members of the Joint Venture and Parties to the Joint Venture Agreement do hereby unequivocally agree that M/s..... *[Insert name of the Lead Member]*, shall act as the Lead Member as defined in the TS-1783 for self and agent for and on

behalf of and M/s. [The names of all the other Members of the Joint Venture to be filled in here].

2. The Lead Joint Venture Partner is hereby authorized by the Members of Joint Venture and Parties to the Joint Venture Agreement to bind the Joint Venture and receive instructions for and on behalf of all Members. The Roles and Responsibilities of all other members shall be as per the **Annexure** to this Agreement.
3. In the event the Joint Venture is selected pursuant to the Bidding Process, the shareholding of all each of the Joint Venture Partner in the CLOUD Project shall be as under:

S. No.	Name of the Bidding Company/ Member in case of a Bidding Joint Venture	Name of the Company investing in the equity of the SPV	Relationship with Sole Bidder / Member of the Bidding Joint Venture	% of equity participation in the SPV
1.	Lead Joint Venture Partner			(Not Less than 51%)
2.	Joint Venture Member 1			(Not Less than 10%)

* In case the Bidder proposes to invest through its Affiliate(s) / Parent Company / Ultimate Parent Company, the Bidder shall declare shareholding pattern of such Affiliate(s) / Parent Company / Ultimate Parent Company and provide documentary evidence to demonstrate relationship between the Bidder and the Affiliate(s) / Parent Company / Ultimate Parent Company. These documentary evidence could be, but not limited to, demat account statement(s) / Registrar of Companies' (ROC) certification / share registry book, etc. duly certified by Company Secretary.

*If % of equity participation of any of the Joint Venture members in the SPV is less than 10% or if any of the Joint Venture Partner is not willing to be a part of the SPV to be formed, except when the said Joint Venture Partner is a Central Public Sector Enterprise (CPSE) / Public Sector Undertaking (PSU) or Subsidiary/ Joint Venture of a CPSE/ PSU, the bidder would have to furnish an additional security as per **SCC**.

*If a Central Public Sector Enterprise (CPSE) / Public Sector Undertaking (PSU) or Subsidiary/ Joint Venture of a CPSE/ PSU is either the sole Bidder or a lead member of a Bidding Joint Venture, then creation of an SPV is not mandatory and in such a case, the bidder shall be exempted from providing an additional security as per **SCC**.

4. Each Joint Venture Partner undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of collective liability envisaged in this Agreement in order to meet the requirements and obligations of the RFP. The Lead Joint Venture Partner shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Joint Venture in discharging all their respective Roles and Responsibilities.
5. In case of any breach of any of the commitment as specified under this Agreement by any of the Joint Venture Partner, the Lead Joint Venture Partner of the Joint Venture shall be liable to meet the obligations as defined under the TS-1783.
6. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

7. The Members expressly agree to adhere to all the terms and conditions of the TS-1783 and confirm that we don't have any Conflict of Interest (as defined in the TS-1783).
8. This Joint Venture Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at [Place] shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
9. It is hereby agreed that the Lead Joint Venture Partner shall furnish the Bid Security, as stipulated in the TS-1783, on behalf of the Bidding Joint Venture.
10. It is hereby agreed that in case of selection of Bidding Joint Venture as the AMISP, the Parties to this Joint Venture Agreement do hereby agree that they shall furnish the Performance Security and other commitments to Utility as stipulated in the TS-1783 and CLOUD Contract. The Lead Member shall be responsible for ensuring the submission of the Performance Security and other commitments on behalf of all the Joint Venture Partner.
11. It is further expressly agreed that the Joint Venture Agreement shall be irrevocable and, for the CLOUD Contract, shall remain valid over the term of the Project, unless expressly agreed to the contrary by Utility.
12. The Lead Joint Venture Partner is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Joint Venture Partner respectively from time to time in response to the TS-1783 for the purposes of the Bid. The representation by the Lead Member shall be deemed to be on behalf of and binding on all members of the Joint Venture.
13. It is expressly understood and agreed between the Members of the Joint Venture and Parties that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure-A forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the TS-1783 Documents.
14. It is clearly agreed that the Lead Joint Venture Partner shall ensure performance indicated in the TS-1783. In the event one or more Joint Venture Partner fail to perform its/ their respective obligations, the same shall be deemed to be a default by all the Joint Venture Partner.
15. It is hereby expressly agreed between the Parties to this Joint Venture Agreement that neither Party shall assign or delegate or subcontract its rights, duties or obligations under this Agreement to any person or entity except with prior written consent of Utility.
16. This Joint Venture Agreement:
 - a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;
 - b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof; and
 - c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of Utility.

Common Seal of has been affixed in my/ our presence pursuant to Board Resolution dated	For M/s. (Party 1) [Signature of Authorized Representative] [Name of the Authorized Representative] [Designation of the Authorized Representative]
--	---

Witness 1

[Signature of Witness 1]

.....

Name:

Designation

Witness 2

[Signature of Witness 2]

.....

Name:

Designation:

..

N. Common Seal of has been affixed in my/ our presence pursuant to Board Resolution dated

For M/s. (Party N)

[Signature of Authorized Representative]

.....

[Name of the Authorized Representative]

[Designation of the Authorized Representative]

N.1. Witness 1

N.2. Witness 2

[Signature of Witness 1]

[Signature of Witness 1]

.....

.....

Name:

Name:

Designation:

Designation:

Annexure-A

Role and Responsibility of each Member of the Joint Venture:

1. Roles and Responsibilities of the Party 1 (Lead Joint VentureMember):
2. Roles and Responsibilities of the Party 2

SECTION – IX

SCHEDULE – XXI:

Format of Covering Letter by Sole bidder/ Lead Joint Venture Partner

[Covering Letter shall be on the official letter head of the Sole bidder/Lead Joint Venture Member of the Bidding Joint Venture]

[Reference No.]

From:

[Address of the Lead Joint Venture Partner / Sole Bidder]

[Telephone No.,Fax No.,Email]

[Date]

To:

[Utility]

[Address]

Sub: Bid for Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVVCL, Indore through Rate Contract Award (RCA)”

Ref: [Tender Details]

Dear Sir/ Madam,

We, the undersigned.....*[Insert name of the Lead Joint Venture Member/ Sole Bidder]*having read, examined and understood in detail the RFP for Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVVCL, Indore through Rate Contract Award (RCA)” here by submit our Bid comprising of Technical and Financial Bids.

1. We give our unconditional acceptance to the RFP/Tender including but not limited to all its instructions, terms and conditions, and formats attached thereto, issued by Utility, as amended. In token of our acceptance to the RFP/Tender, the same have been initialled by us and enclosed to the Bid. We shall ensure that our Joint Venture shall execute such requirements as per the provisions of the RFP/Tender and provisions of such RFP/Tender shall be binding on us.

2. Fulfilment of Eligibility

We undertake that we fulfil the Eligibility Criteria stipulated in the RFP/Tender and fulfil all the eligibility requirements as the Lead Joint Venture Partner / Sole Bidderas outlined in the RFP.

We hereby confirm that in accordance with Schedule-XXI of Section -IX of the RFP, we are herewith submitting legally binding undertaking supported by a board resolution from the*[insert name of Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be]* that all the equity investment obligations of *[insert name of theSoleBidder/ Lead Joint Venture Partner]* shall be deemed to be equity investment obligations of the *[insert name of Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, as the ease may be]* and

in the event of any default by..... *[insert name of the Sole Bidder/ / Lead Joint Venture Partner]*, the same shall be met by *[insert name of Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be]*.
[To be inserted only in ease the Bidder has sought qualification on the basis of technical and financial capability of its Affiliate(s) and/or its Parent]

3. No Deviation

We have submitted our Financial Bid strictly as per terms and formats of the RFP/Tender, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.

4. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by Utility in respect of any matter regarding or arising out of the RFP/Tender shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to fulfilling our obligations as per the RFP/Tender.

5. Familiarity with Relevant Indian Laws and Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RFP/Tender Documents, in the event of our selection as Selected Bidder. We further undertake and agree that all such factors as mentioned in the CLOUD Contract have been fully examined and considered while submitting the Bid.

6. Compliance with applicable laws/ guidelines for public procurement in India

We confirm that we shall adhere to applicable laws for public procurement in India including the guidelines issued in Order No. F/No.6/18/2019-PPD by Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23 July 2020, Order No No.9/16/2016-Trans-Part (2) dated 18 November 2020, latest Government of India Guidelines for Make in India, Domestically manufactured products, Atmanirbhar Bharat and circulars DIPP Office Memorandum No. P-45021/2/2017-PP (BE-II) date:16th Sept. 2020, MeitY Circular No.1(10)/2017-CLES dated 06.12.2019 and Order No. 11/05/2018-Coord. by the Ministry of Power dated 17 September 2020 including any amendments or modifications to the same from time to time.

7. Contact Person

Details of the contact person representing our Bidding Joint Venture/ Sole Bidder (registered Company)supported by the Power of Attorney prescribed in [Schedule-XXIV](#)given in [Section IX](#)of the RFP/Tender are furnished as under:

Name:
Designation:
Company:
Address:
Mobile:
Phone:
Fax:
Email:

1. We are submitting herewith the Technical Bid containing duly signed formats, in electronic forms, (duly attested) as desired by you in the RFP/Tender for your consideration.
2. We are also submitting herewith the Financial Bid in electronic form only, as per the terms and conditions in the RFP/Tender.
8. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from Utility.
9. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
10. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of 7(seven) year from the Bid Submission Deadline.
11. We confirm that we have not taken any material deviation so as to be deemed non-responsive with respect to the provisions stipulated in the RFP/Tender.
12. We confirm that no order/ ruling has been passed by any Competent Court or Appropriate Commission against us or any of our / Joint Venture Partner or in the preceding 1 (one) year from the Bid Submission Deadline for breach of any contract and that the Bid Security submitted by us or any of our Joint Venture Partner has not been forfeited, either partly or wholly, in any bid process in the preceding 1 (one) year from the Bid Submission Deadline.
13. We confirm that we are not currently blacklisted/ debarred/ banned/ suspended as per Clause 1.6 under Section 2 of this RFP/Tender.
14. We are registered/ exempt from registering in accordance with applicable laws
[Evidence of valid registration by the Competent Authority shall be attached if applicable]

Dated the *[Insert date of the month]* day of *[Insert month, year]* at *[Insert place]*.

Thanking you,
Yours Sincerely,
[Insert Signature here]
[Insert Name here]
[Insert Designation here]

SECTION – IX

SCHEDULE – XXII:

Format of Power of Attorney by Joint Venture Partner in favour of Lead /Joint Venture Partner

Format of Power of Attorney by Joint Venture Partner in favour of Lead Joint Venture Partner [To be on non-judicial stamp paper of Rupees One Thousand Only (INR 1000/-)]

WHEREAS [Utility] has issued for Tender No.-1783 [Tender Details] (the “RFP”) dated [Date] for inviting Bids in respect of **Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVVCL, Indore through Rate Contract Award (RCA)**”on the terms contained in the RFP;

WHEREAS M/s....., M/s., M/s. and M/s. [Insert names of all Members of Joint Venture] the Members of the Joint Venture are desirous of submitting a Bid in response to the RFP, and if selected, undertaking the responsibility of implementing the Project as per the terms of the RFP;

WHEREAS all the Members of the Joint Venture have agreed under the Joint Venture Agreement dated (the “Joint Venture Agreement”), entered into between all the Members and submitted along with the Bid to appoint [Insert the name and address of the Lead Joint Venture Partner] as Lead Joint Venture Partner to represent all the Members of the Joint Venture for all matters regarding the RFP and the Bid;

AND WHEREAS pursuant to the terms of the RFP and the Joint Venture Agreement, we, the Members of the Joint Venture hereby designate M/s [Insert name of the Lead Member] as the Lead Joint Venture Partner to represent us in all matters regarding the Bid and the RFP, in the manner stated below:-

Know all men by these presents, we [Insert name and address of the registered office of the Member 1], [Insert name and address of the registered office of the Member 2],....., [Insert name and address of the registered office of the Member n] do hereby constitute, appoint, nominate and authorize [Insert name and registered office address of the Lead Joint Venture Partner], which is one of the Members of the Joint Venture, to act as the Lead Member and our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of Joint Venture’s Bid in response to the RFP issued by Utility including signing and submission of the Bid and all documents related to the Bid as specified in the RFP, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which Utility may require us to submit. The aforesaid attorney is further authorized for making representations to Utility named in the RFP, and providing information / responses to Utility, representing us and the Joint Venture in all matters before Utility named in the RFP, and generally dealing with Utility named in the RFP in all matters in connection with our Bid, till completion of the bidding process as well as implementation of the Project, if applicable, in accordance with the RFP.

We, as Members of the Joint Venture, hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

We, as Members of the Joint Venture, hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named *[Insert the name of the executant Joint Venture Partner]* **through the hand of Mr./ Ms./ Dr.** **duly authorized by the Board to issue such Power of Attorney dated this** **day of**

Accepted

.....
(Signature of Attorney)
[Insert Name, designation and address of the Attorney]

Attested

.....
(Signature of the executants)
(Name, designation and address of the executant)
.....
Signature and stamp of Notary of the place of execution

Common seal of **has been affixed in my/our presence pursuant to Board of Director's Resolution dated**.....

1. **WITNESS1.** **(Signature)**
Name
Designation.....
2. **WITNESS2.**..... **(Signature)**
Name

Designation.....__

Notes

- a. *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).*
- b. *In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.*
- c. *Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution/power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).*

SECTION – IX

SCHEDULE – XXIII:

Format of Letter of Consent by Sole Bidder/ Joint Venture Partner reviewing each element of the Bid

[On the letter head of Sole Bidder/ each Member of the Joint Venture including Lead Member]

[Reference No.]

From:

[Address of the Lead Joint Venture Partner / Sole Bidder]

[Telephone No., Fax No., Email]

[Date]

To:

[Utility]

[Address]

Sub: Bid for Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVCL, Indore through Rate Contract Award (RCA)”.

Ref: [Tender Details]

Dear Sir/ Madam,

We, [Insert name of the undersigned Sole Bidder/ Joint Venture Partner] Sole Bidder/ Member of Joint Venture and Lead by [Insert name of the Lead Joint Venture Partner] have read, examined and understood the RFP and RFP Documents for **Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVCL, Indore through Rate Contract Award (RCA)”**.

We hereby confirm our concurrence with the RFP including in particular the Bid / and Joint Venture Agreement submitted by [Insert name of the Sole Bidder/ Lead Joint Venture Partner], in response to the RFP. We confirm that the Bid has been reviewed and each element of the Bid is agreed to including but not limited to the commitment and obligations of our Company.

We hereby confirm that in accordance with Clause 1.3 of Section 2 of the RFP, we are enclosing legally binding undertaking supported by a board resolution from the [insert name of Technically Evaluated Entity and / or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be] that all the equity investment obligations of[insert name of the Member] shall be deemed to be equity investment obligations of the[insert name of Technically Evaluated Entity and / or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be] and in the event of any default..... [insert name of the Member], the same shall be met by..... [insert name of Technically Evaluated Entity and / or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be]. *[Insert if applicable]*

The details of contact person are furnished as under:

Name :

Designation :

Name of the Company :

Address :

Phone Nos. :

Fax Nos. :

E-mail address :

Dated the day of of 20.....

Thanking you,

Yours faithfully,

.....

[Signature, Name, Designation of Authorized Signatory of Joint Venture Partner and Company's Seal]

Business Address:

[Name and address of principal officer]

SECTION – IX SCHEDULE – XXIV:

Format of Power of Attorney by Lead Joint Venture Partner / Sole Bidder authorizing an Individual Designated Representative for the Joint Venture

[To be on non-judicial stamp paper of Rupees One Thousand Only (INR 1000/-). Foreign companies submitting Bids are required to follow the applicable law in their country.]

Know all men by these presents, we[Insert name and address of the registered office of the Lead Joint Venture Partner of the Bidding Joint Venture/ Sole Bidder] do hereby constitute, appoint, nominate and authorize Mr./Ms. [Insert name and residential address], who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to Tender No. [Tender Details] for **Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVVCL, Indore through Rate Contract Award (RCA)** issued by [Utility], including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which Utility may require us to submit. The aforesaid attorney is further authorized for making representations to Utility, and providing information / responses to Utility, representing us in all matters before Utility, and generally dealing with Utility in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named [Insert the name of the executant company] through the hand of Mr./ Mrs.duly authorized by the Board to issue such Power of Attorney dated this day of

Accepted

..... (Signature of Attorney)

[Insert Name, designation and address of the Attorney]

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

1. WITNESS 1. (Signature)
Name
Designation.....
2. WITNESS 2. (Signature)
Name
Designation....._

Notes:

- a. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).*
 - b. In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.*
 - c. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).*
-
-

SECTION – IX

SCHEDULE – XXV:

Format for Technical & Financial Requirement- Relationship & Details of Equity Shareholding

[Reference No.]

From:

[Address of the Lead Joint Venture Partner / Sole Bidder]

[Telephone No., Fax No., Email]

[Date]

To:

[Utility]

[Address]

Sub: Bid for Appointment of AMISP for Smart Prepaid Metering on DBFOOT basis

Ref: [Tender Details]

Dear Sir/ Madam,

We certify that M/s[insert name of the Sole Bidder / Joint Venture Partner] have considered the technical and financial capability of its Parent and / or Affiliates, for the purpose of meeting Qualification Requirements as per the instructions provided in the RFP. The name of Parent and / or Affiliate, nature of relationship(s) with such Parent and / or Affiliate and details of equity holding are as follows:

Name of Company whose credentials considered	Type of credentials considered (technical and / or financial)	Relationship with Sole Bidder / Joint Venture Member (Parent / Affiliate)	Details of equity shareholding (refer notes below)
Company 1			
.....			
.....			
.....			
.....			

NOTES:

- i) *In case of Parent, the equity holding of the Parent in the Sole Bidder / Member of the Bidding Joint Venture, including the Lead Member of the Joint Venture, need to be specified,*
-

- ii) *In case of Affiliate under direct control of Bidder, the equity holding of the Sole Bidder / Member of the Bidding Joint Venture, including the Lead Member of the Joint Venture in the Affiliate, needs to be specified.*
 - iii) *In case of Affiliate under common control of Parent, the equity holding of the Parent in the Affiliate of the Sole Bidder / Member of the Bidding Joint Venture, including the Lead Member of the Joint Venture, needs to be specified.*
 - iv) *Relationship Of Parent / Affiliate with Sole Bidder / Member Of Joint Venture to be at the most seven (7) days prior to the Bid Deadline (as per Clause 7 of Section 2 of the RFP)*
-

Yours faithfully

.....
(Signature and name of the authorized signatory of the Company and stamp)

Name:

Date:

Place:

.....
(Signature and Stamp of statutory Auditors of Sole Bidder / each Member of Bidding Joint Venture)

Name:

Date:

Place:

Date: