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RAILTEL
A Navratna CPSE
Govt of India

RAILTEL CORPORATION OF INDIA LTD
(A Navratna CPSE)

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Begumpet, Hyderabad – 500016

Corporate Office
Plate-A, 6th Floor, Office Tower2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

www.railtel.in

**Invitation for Expression of Interest For “Providing comprehensive Facility
Management Services with AMC for Data Centre, DR Centre and WAN of KSEBL”
from empaneled Business Associates”**

Issued By
RailTel Corporation of India Ltd
Kerala Territory Office, Southern Region,
1st Floor Eastern Entry Tower Ernakulam Junction Railway Station Ernakulam, 682016

Disclaimer

RailTel Corporation of India Ltd. (herein after called the RailTel) has prepared this Expression of Interest (EOI) document solely to assist prospective bidders in making their decision of whether bid or not to bid.

While the RailTel has taken due care in the preparation of information contained herein and believes it to be accurate, neither the RailTel or any of its Authorities or Agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. This information is not intended to be exhaustive and interested parties are required to make their own inquiries and do site visits that it may require in order to submit the EOI. The information is provided on the basis that it is non-binding on RailTel, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. The RailTel reserves the right not to proceed with the bidding/EOI process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the EOI further with any party submitting an EOI. No reimbursement of cost of any type will be paid to persons or entities submitting the EOI



EOI NOTICE

RailTel Corporation of India Ltd.
Kerala Territory Office
1st Floor, Eastern Entry Tower,
Ernakulam South Railway Station,
Kochi – 682016

EXPRESSION OF INTEREST

EOI No RailTel/SR/ERS/Mktg/2026-27/EOI/01 Dt.12.05.2026

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites responses from RailTel System Integrator for exclusive TEAMING ARRANGEMENT for Engagement of an Agency for “Providing comprehensive Facility Management Services with AMC for Data Centre, DR Centre and WAN of KSEBL including revamping of Infrastructure from empaneled Business Associates”.

The details are as under:

1	Date of Floating EOI	12-05-2026
2	Last date for submission of Bids against EOI	15-05-2026 at 14:00 Hours
3	Date of opening of E-Bids	15-05-2026 at 14:30 Hours
4	Number of Packets	Single Stage (Single Packet System)
5	Project Cost/ Estimated Value of EOI	Rs. 13.98 Cr/- including GST (Thirteen Crore Ninty-Eight Lakh only)
6	Portal for Submission of bids	https://railtel.eNivida.com
7	EOI EMD	Token EMD of Rs. 5,00,000/- to be submitted along with the EoI in form of BG or in the form of Insurance Surety Bond or Payment through NEFT/RTGS. EOI Fees as applicable in E-nivida portal to be submitted along with the EoI in E-nivida portal Advice of the Bank Guarantee (via SFMS IFN760COV) to be sent to advising bank (RailTel's Bank) through SFMS by the issuing Bank (Applicant's Bank), RailTel Corporation of India Limited Account No: 327301010373007, IFSC Code: UBIN0805050, Bank Name: Union Bank of India. Branch address: Union Bank of India, RP Road Branch, Bungalow no 109, New No 1-7-252 to 254 Oxford Street, SD Road, Near Park Lane Center Secunderabad – 500003 No exceptions to startups and MSMEs for EMD.

Note: RailTel reserves the right to change the above dates at its discretion.

Partner needs to share copy in case of EMD in form of BG & in case of online payment partner to share transfer details like UTR No. date and Bank along with the proposal.

Eligible Partners are required to direct all communications related to this Invitation for EoI document, through the following Nominated Point of Contact persons:

Level:1 Contact: Shri. Suvin Varghese, DM/Mktg/ERS

Email: suvinvarghese@railtelindia.com Contact: +91-8075285582

Level:2 Contact: S Shri. M Pazhanivelan, JGM/TM/ ERS

Email: pazhani@railtelindia.com Contact: +91-90031 44207

SPECIAL CONDITIONS OF EOI

1. The EOI response is invited from RailTel's Empaneled Partners and Prospective Partners who have applied before floating of this EOI for Empanelment with RailTel only.
2. Responsibility of getting valid Letter of Empanelment from RailTel will be responsibility of Partner before finalization of this EOI. LoA / PO / Work Order will only be issued on submission of valid letter of empanelment from RailTel.
3. Partners are required to submit soft copy of response through Online on RailTel's e-nivida portal at <https://railtel.enivida.com> duly signed by Authorized Signatories with Company seal and stamp.
4. All the documents must be submitted with proper indexing and page no.
5. If, the interested partner is OEM/Distributor of OEM/Direct Partner of OEM, it should submit the supporting document for the same.
6. Consortium is Not Allowed
7. This is an exclusive post-RFP partnership arrangement with empanelled Partner of RailTel for participating in the end customer RFP. Selected partner's authorized signatory has to give an undertaking that they will not submit directly or indirectly their bids and techno-commercial solution/association against tender Ref No mentioned below with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel). This undertaking has to be given with this EOI Response.
8. Transfer and Sub-letting. The Partner/consortium 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.
9. Partner/Consortium has to agree to comply with all scope of work and terms and conditions including special terms and conditions, SLA and OEM technical & Financial documentation including technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP & its corrigendum (if any) as mentioned below:

Tender Ref. No	CEIT/ITCSD/30 /2025-26 dated 15.03.2026
Date of floating	15.03.2026
Floated on portal	etender Kerala Portal (https://etenders.kerala.gov.in/)

10. MAF required for submission to end customer by RailTel in their prescribed format (if any) shall be responsibility of the Bidder.
11. Anything not mentioned in the EOI, Customer RFP and its corrigendum (if any) and addendum (if any) to be referred & considered.
12. Selected partner /Lead Bidder from consortium will be responsible for facilitating RailTel to get/collect /prepare all the documentations related to end customer RFP.
13. Affidavit as per Annexure 4, Pre – Contract Integrity Pact, and Power of Attorney should be submitted in original and hard copy before signing of agreement with RailTel.

1 : INTRODUCTION

1.1 RAILTEL – INTRODUCTION

RailTel, a distinguished Nav-Ratna Central Public Sector Enterprise under Ministry of Railways, is recognised as one of the nation's most reliable end-to-end Telecom, IT, ICT, Railway Signalling solution provider. With a focus on excellence and innovation, RailTel has garnered unwavering trust as a partner in delivering cutting-edge services across sectors. RailTel is also working towards creating a knowledge society at multiple fronts and has been selected for implementation of various mission-mode projects for the Government of India in the telecom field. With a team of highly skilled and seasoned experts in Telecom, Signalling and IT, along with an extensive nationwide infrastructure, RailTel possesses the ability to deliver digital transformation services across the country and beyond border.

The ongoing wave of digitalization is creating new prospects for companies like RailTel. In the specific context of the telecom sector, the advent of 5G is a significant growth factor. The demand for network and allied infrastructures is poised to propel RailTel's business forward. With our experience in setting-up and running Tier-3 Data Centres and cloud office, RailTel is implementing Data Centre services like cloud deployments for various customers. Thus by, leveraging RailTel's network infrastructure, data centres, security operation centre and in house capabilities, RailTel is helping in digitalization by providing comprehensive ICT services. In essence, RailTel's goal is to be a supportive partner in guiding its customers through their Digital transformation endeavors.

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. 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).

RailTel's various operations are certified for, ISO 27001:2022-Certified for Information Security Management System, ISO 20000-1:2018-Certified for Information Technology Service Management System, ISO 9001:2015-Certified for Quality Management System, ISO 27017:2015 Certified for Information Security for Cloud Services, ISO 27018:2019-Certified for Data Privacy in Cloud Service, ISO 27033-Certified for Network Security, ISO 14001:2015- Certified for Environmental Management System Standard, ISO 17024:2012-Certified for Telecom Services, Railway Signaling & Telecom Training, Design Testing and Licensing Services and CMMI Maturity Level-4-Certified for Process Improvement. The RailTel's Data Centres are Tier-III (Design & Facility) certified.

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2 : EOI OBJECTIVE SCOPE OF WORK



2.1 PROJECT BACKGROUND AND OBJECTIVE OF EOI

RailTel had participate in RFP floated by end Customer organization for “**Providing comprehensive Facility Management Services with AMC for Data Centre, DR Centre and WAN of KSEBL**” with Tender No: **CEIT/ITCSD/30/2025-26 dated 15.03.2026**

RailTel invites EOIs from RailTel’s Empaneled Partners for the selection of suitable partner for implementing the above-mentioned work for the agreed scope of work. The empaneled partner is expected to have excellent execution capability and good understanding of customer’s local environment.

2.2 SCOPE OF WORK:

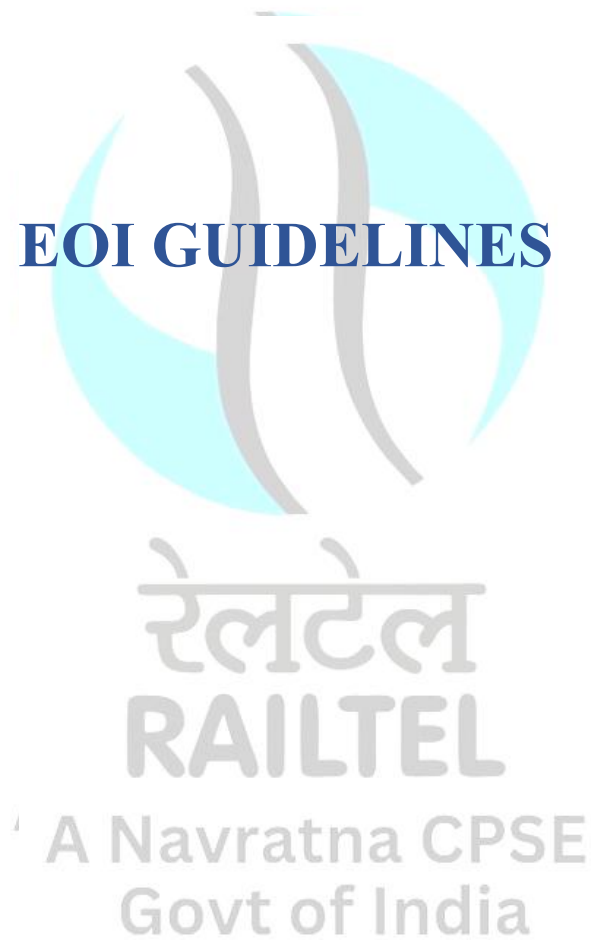
The scope of work will be as mentioned in the pertinent end Customer organization Tender for Engagement of an Agency for “**Providing comprehensive Facility Management Services with AMC for Data Centre, DR Centre and WAN of KSEBL**” with Tender No: **CEIT/ITCSD/30/2025-26 dated 15.03.2026 on etender Kerala Portal (<https://etenders.kerala.gov.in/>)** with all latest Amendment/ Corrigendum/ Clarifications.

In case of any discrepancy or ambiguity in any clause/specification pertaining to scope of work area, the RFP released by 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 any portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.



3 **EOI GUIDELINES**



3.1 EOI GUIDELINES

3.1.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English only.

3.1.2 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 partner or Partner or without any obligation to inform the affected partner or partners about the grounds for RailTel's action.

3.1.3 EOI response Document

The partner 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 partner's risk and may result in rejection of its bid without any further reference to the partner. All pages of the documents shall be numbered and signed by the partner including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

Partner has to agree to comply with all scope of work and terms and conditions including special terms and conditions, SLA and OEM technical & Financial documentation including technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP & its corrigendum (if any) as mentioned below:

Tender Ref. No	CEIT/ITCSD/30/2025-26 dated 15.03.2026
Date of floating	15.03.2026
Floated on portal	etender Kerala Portal (https://etenders.kerala.gov.in/)

Anything not mentioned in the EOI, Customer RFP and its corrigendum (if any) and addendum (if any) should be referred & considered.

3.1.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of 180 days from the end of validity of bids to end Customer organization.

3.1.5 Bidding Process

Online mode through RailTel's e-nivida portal. Single packet system.

3.1.6 Bid Earnest Money (EMD)

1. The Partner shall furnish a sum as given in EOI Notice via in the form of BG/DD/online transfer, before submission of final bid to the end customer as given in EOI Notice.
2. Offers not accompanied with valid EOI Earnest Money Deposit shall be summarily rejected.
3. In case of sole partner/ consortium offer is selected for bidding, sole partner/consortium 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 Partner 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. Return of EMD for unsuccessful Partners: EoI EMD of the unsuccessful Partner shall be returned without interest after completion of EoI process.

Return of EMD for successful Partner: EoI-EMD & Earnest Money Deposit (balance proportionate EMD) if applicable of the successful partner 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. 6.2) from Partner whichever is later.

5. Forfeiture of EoI EMD or EoI EMD & EMD (balance proportionate EMD) and or Penal action as per EMD Declaration:
 - i. The EoI EMD may be forfeited and or penal action shall be initiated if a Partner withdraws his offer or modifies the terms and conditions of the offer during validity period.
 - ii. In case of non-submission of SD/PBG (as per clause no. 6.2) lead to forfeiture of EoI EMD, EMD (balance proportionate EMD) if applicable and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

3.1.7 Performance Bank Guarantee (PBG)

The successful bidder shall submit a security deposit in the form of Bank Guarantee equivalent to 10% of the contract amount. The Security Deposit Bank Guarantee format is provided in Annexure - 1. The Bank guarantee shall have a validity of 66 months from the date of taking over of the network.

3.1.8 Last date & time for Submission of EoI response

EoI response must be submitted to RailTel at <https://railtel.enivida.com> specified in the preamble not later than the specified date and time mentioned in the preamble.

3.1.9 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 Partner shall be allowed to withdraw the response after the last date and time for submission. The successful Partner will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful Partner, the Earnest Money Deposit shall be forfeited and all interests/claims of such Partner shall be deemed as foreclosed. RailTel may also consider for blacklisting of partner for 5 Years.

3.1.10 Details of Financial bid for the above referred tender

Sole partner with lowest (L1) offer will be selected for exclusive bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer. The final bid for the tender may be prepared jointly with the selected Partner/Consortium so that the optimal bid can be put with a good chance of winning the Tender.

3.1.11 Clarification of EOI Response

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Partner 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.

3.1.12 Period of Association/Validity of Agreement

RailTel will enter into a bid agreement with selected partner with detailed Terms and conditions.

4 Eligibility Criteria



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4.1 Partner's Profile

The partner shall provide the information of the below table on company letterhead.

S N	ITEM	Details
1	Full name of Partner'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/Director of the partner's organization, 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 Eoi	
5	Name, designation and full address of the person dealing with the Eoi to whom all reference shall be made regarding the Eoi enquiry. His/her telephone, mobile, Fax and email Address	
6	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7	GST Registration number	

4.2 Eligibility Criteria for Bidding Business Partner of RailTel

S.N	Description	Document Required
A) General Eligibility		
1	Bidder must be empaneled/in process of empanelment RailTel as Business associate.	i) Copy of Valid Empanelment letter or application details for BA with RCIL OR ii) If the Bidder is not empaneled with RailTel and has applied for empanelment and issue of letter of empanelment is pending, then Bidder has to submit proof of payment of empanelment fee/EMD or acknowledgement letter of submission of empanelment documents.
2	The company must be registered in India.	Incorporation/registration Certificate along with Memorandum & Articles of Association
3	The company must have: I. Valid PAN card. II. Been registered with GST.	I. Copy of PAN Card. II. Copy of GST
4	The Bidder must not be under any form of blacklisting or debarment by any Central or any State Government agency in India as on the bid submission date.	Self-declaration, in case this is discovered to be otherwise, the bidder will be declared ineligible at any stage of the tender.
5	Cover letter of the bid with valid authorization details of the person(s) signing the bid document as on date of bid submission.	a) Cover letter signed by an authorized signatory of the bidder as per Annexure 1 b) Power of Attorney (POA) on Nonjudicial stamp paper of Min Value of Rs. 100/- along with Board Resolution.
6	Notarized Affidavit	Notarized Affidavit
B) Financial Eligibility		

7	Minimum Average Annual turnover of Rs. 50 Crores from IT/ITES Infrastructure Projects (i.e., Supply/Installation/ Maintenance/Management of Network and Data Centre IT Infrastructure projects) for each of the last three financial years ending 31st March 2026 Bidder shall have positive net worth in each of the last three financial years ending March 31, 2025	Chartered Accountant (CA) certified annual turnover statement for IT/ITES services and net worth / Audited PL account & balance Sheet with valid UDIN number.
C) Technical Eligibility		
8	. Bidder shall be a Company incorporated / registered under the Companies Act 1956/ 2013. b. Bidder must be registered with appropriate authorities for all applicable statutory duties/taxes Companies incorporated / registered in India under relevant legislation and authorized to carry out business in India may also participate	Valid documentary proof of: ▪ Incorporation/registration Certificate along with Memorandum & Articles of Association ▪ Certificate consequent to change of name, if applicable ▪ GST Registration Certificate
9	The bidder should have been in the Data Centre/ IT/ITES Operation & Management services for the last 5 years	
10	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Central / State Government agencies.	Declaration in this regard by the authorized signatory of the Bidder
12	The bidder should have experience in carrying out the Operation & management of IT infrastructure of the Data Centres of Central / State Governments/ PSUs/ Banking & Financial Institutions/Corporate Organizations during the last 7 years as on 31/03/2026 as per the following: 1) Minimum 1 Data Centre project at least with contract value of Rs. 15 crore or above. 2) The Data Centre must be ISO 27001 certified. 3) The Data Centre should have Server farm area of 1000 Sq. Ft/ 40 Racks capacity	1. Work Orders confirming period of contract, scope of work, contract value etc. 2. Letter from the Client regarding proof of completion/milestone completion/CA certificate of payment received for at least one project. 3. Proof for ISO 27001 certificate during the period of operation
14	The Bidder must have the following valid Certifications: ISO 9001:2015, ISO/IEC 20000 and ISO27001	Copy of valid certifications from authorized certification body
15	The bidder should have 100 technically qualified professionals on its own payroll having experience in the following areas: System Integration, Core network management, Security Management, Data Centre infrastructure maintenance, virtualization & cloud solution implementation & maintenance, Database management, Server Management, Enterprise class	Certificate from Bidder's HR Department providing the details of Technically qualified professionals (with Employee Name, Qualification, Experience and certifications) employed by the bidder

Storage Systems, Tape library and backup Utilities etc. out of which, • At least one person from each group shall have professional Certification in the following areas: Network, OS, Database, Security, Storage • At least 5 persons shall have skills in open based software solutions and database	
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All the attached Annexures and Forms in Chapter-7 are mandatory and should be submitted along with EOI response.



5 EVALUATION AND PAYMENT TERMS



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5.1 Evaluation Criteria

1. The Partners are first evaluated on the basis of the Eligibility Criteria as per chapter 4 above.
2. The Partner who fulfils the Eligibility criteria of Bidding sole partner shall be further evaluated on the basis of Technical Evaluation and Financial evaluation.
3. For the opened bid as per outcome of the Eligibility criteria above, the partner will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the EOI document and documents of technical specifications of End Customer, subject to the respective overall bid is in compliance to the requirements of this EOI. The so selected partner will be termed as 'Commercially Suitable Partner (hereafter referred to as 'PARTNER')'. It is re-mentioned, that the final selection of PARTNER will be on the L-1 basis only.
4. RailTel reserves the right to have negotiation with the PARTNER at any stage before issuing Work Order.
5. The Partner with lowest commercial (L1) offer will be selected for exclusive bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.
6. RailTel 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 Partner as per RailTel policy for shortlisting partner against this EOI.
7. All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

5.2 Payment Terms

The payment of FMS and AMC charges shall be released on completion of each quarter on back to back basis after deducting penalty, if any from end customer. Quarterly invoices for FMS and AMC charges shall be raised in favour of TM/ERS within one week of completion of each quarter. All payments will be released within 45 days from the date of acceptance of the invoice.

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.

All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end Customer organization

5.3 PROJECT SCHEDULE

Providing FMS and AMC for Data Centre, DR Centre & WAN

Sl No	Activity	Timeline
1	Date of LoA	T0
2	Taking over of Data Centre& DR Centre Operations	T0+25 days =T
3	Providing FMS Services for DC, DR & WAN	T + 3 years
4	Providing AMC for DC, DR & WAN	T + 3 Years

Note: The bidder is liable to provide extended FMS and extended AMC for two years at the end of 3 years FMS/AMC period, if end customer desires so at that point of time. In that case, the contract will be extended for two more years based on the quoted extended FMS & AMC charges.

4.21.3 service levels for taking over activities

Service	Target	Penalty
Taking over Data Centre and DR Centre from existing FMS Vendor	25 days from the date of LoA	A penalty of 0.5% of total contract value of FMS charges per week or part thereof, subject to a maximum of 10% of the total contract value of FMS charges on back to back basis



General Guidelines



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5.4 Service Level Agreement (SLA)

The selected partner will be required to adhere to the SLA as given as per RFP for given scope of work and the SLA breach penalty will be applicable back-to-back basis on the selected partner, as specified in the end Customer organization Tender. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the Tender. 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 on back-to-back basis in terms of value based on its scope of work.

Note: Any deduction/LD/Penalty levied by customer on RailTel will be deducted from Partner in percentage work share terms

This shall be applicable as per RFP/Tender terms and conditions of End customer, unless otherwise specified.

5.5 Performance Bank Guarantee (PBG)

- i. In case of successful participation by RailTel in the pertinent End Customer's tender and subsequent engagements with PARTNER, The PARTNER shall at its own expense, deposit with department, within Thirty (30) days of the notification of award (done through issuance of the Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/ Commercial Scheduled Indian Bank (either private or PSU) but not from any co-operative bank or NBFC as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the PARTNER. The PBG 'percentage (%)' will be equal to the PBG % as asked by End Customer from RailTel. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the PARTNER. Besides, if the total BG amount comes up to ₹5 Lakhs, then same may be deposited through DD/RTGS/NEFT. Along with submission of PBG, PARTNER needs to submit PBG issuing bank's SFMS report.
- ii. Under SFMS system, a separate advice of the Bank Guarantee (via SFMS IFN760COV) to be sent to advising bank (RailTel's Bank) through SFMS by the issuing Bank (Applicant's Bank), after which the paper Bank Guarantee would become operative. Similar process to be followed for Bank Guarantee amendment/extension also and separate advice (via SFMS IFN767COV) advising bank (RailTel's Bank) through SFMS by the issuing Bank (Applicant's Bank).
- iii. PBG should have validity of 90 days more than the PBG validity asked by the end Customer from RailTel. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the PARTNER under the contract. However, no interest shall be payable on the PBG. In the event, PARTNER being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at it discern. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the PARTNER's failure to complete its obligations under the contract. RailTel shall notify the PARTNER in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the PARTNER is in default.
- iv. RailTel shall also be entitled to make recoveries from the PARTNER's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

- v. If the service period gets extended by virtue of extension of same by End Customer, PBG should also be extended accordingly.
- vi. During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by End Customer (in case) to RailTel.
- vii. In case the End Customer sought PBG of the contract in terms of Indemnity Bond from RailTel, the selected partner has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Partner will be accepted in lieu of PBG from Scheduled Bank.
- viii. In case End Customer has sought any other types of PBG in this contract at present or in future or else Integrity Pact PBG (presently or in future), same remain applicable on selected Partner/Consortium. The said PBG will be issued by Selected Partner from Scheduled Bank favoring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.
- ix. If End Customer ask for submission for value more than 5%, same also needs to be submitted by the selected Partner /Consortium.
- x. PBG will be discharged/released only after receipt of RailTel's PBG from RailTel's End Customer.

5.6 Insurance

The selected Partner agrees to take insurances to cover all the elements of the project under this EoI including but not limited to Manpower, Hardware, Software etc. as per End Customer EoI specified terms.

5.7 Liquidity Damages (LD)

RailTel will levy the liquidated damages imposed by End Customer to partner on value terms back-to-back for the services/items under its SOR.

Liquidated Damages shall not be applicable for any delays or defaults arising from reasons not attributable to Bidder / Partner, even if deductions are made by the Client

5.8 Termination:

In case Bidder/Selected Partner fails to execute the terms and conditions of the contract, RailTel will have the right to terminate the contract with 15 days' notice and carry out the work through another contractor. In such circumstances all the security/BG will be forfeited by RailTel.

5.9 Delivery and Inspection:

- i. Delivery, Installation and Commissioning Period: As per End Customer's RFP Terms from issue of LOI
- ii. All the material should be made available for Inspection by RailTel nominated person/agency if required.
- iii. Partner will be custodian of all the material till installation and commissioning of system.

5.10 Provisional Acceptance Certificate (PAC)

As per Customer RFP.

5.11 Final Acceptance Certificate (FAC)

As per Customer RFP.

5.12 Pre – Contract Integrity Pact

This EoI is covered under Pre – Contract Integrity Pact Program of RailTel and partners are required to sign the Pre – Contract Integrity Pact and submit the same to RailTel along with the bids. EoI received without signed copy of the Pre – Contract Integrity Pact document may be liable to be REJECTED.

5.13 Other Conditions:

Partner has to agree to comply with all scope of work and term and conditions including special term and condition, SLA and OEM technical & Financial documentation including technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP as mentioned below:

Tender Ref. No	Ref No. CEIT/ITCSD/30 /2025-26 dated 15.03.2026
Date of floating	15.03.2024
Floated on portal	etender Kerala Portal (https://etenders.kerala.gov.in/)

Anything not mentioned in the EOI, Customer RFP and its corrigenda (if any) and addenda (if any) may be referred & considered.

#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.



6 ANNEXURES AND FORMS



6.1 ANNEXURE 1 - FORMAT FOR PROJECT EXPERIENCE CITATIONS

Sl. No.	Item	Bidder's Response
1	Name of Bidder entity	
2	Assignment Name	
3	Name & Address of Client	
4	Approximate Value of the Contract (in INR Crores)	
5	Duration of Assignment (months)	
6	Start Date (month/year)	
7	Completion Date (month/year)	
8	Narrative description of the project	
9	Details of Work that defines the scope relevant to the	
10	Documentary Evidence attached	

Signature of Bidder

Name:

Designation

Place:

Date:

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Govt of India

Seal of BA Organization

6.2 ANNEXURE 2 - EOI COVER LETTER

(On Organization Letter Head)

EOI Ref No:

Date:

To,
The Joint General Manager (ERS)
RailTel Corporation India Limited,
Kerala Territory Office,
1st Floor, Eastern Entry Tower
Ernakulam South Railway Station
Ernakulam – 682016

Ref No Ref No. CEIT/ITCSD/30 /2025-26 dated 15.03.2026; latest amendment/ Corrigendum / clarifications. Floated on etender Kerala Portal (<https://etenders.kerala.gov.in/>)

Dear Sir/ Madam

1. I, the undersigned, on behalf of M/s, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of Clause 4 of EOI.
2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 210 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and maybe accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP) for there for said Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. I hereby undertake and give unconditional acceptance for compliance of all terms & **Ref No Ref No. CEIT/ITCSD/30 /2025-26 dated 15.03.2026; latest amendment/ Corrigendum / clarifications. Floated on etender Kerala Portal (<https://etenders.kerala.gov.in/>)** against this EOI based customer's requirement.
7. I hereby undertake that there will be no deviation from the Terms and Conditions **Ref No. Ref No. CEIT/ITCSD/30 /2025-26 dated 15.03.2026; latest amendment/ Corrigendum / clarifications. Floated on etender Kerala Portal (<https://etenders.kerala.gov.in/>)**

Signature of Bidder

Name:

Designation

Place:

Date:

Seal of BA Organization

6.3 ANNEXURE 3 – BID FORM

(To be submitted along with price Bid)
(To be executed on Rs.200/- non-judicial Stamp Paper)

EOI Ref. No:

Date:

To,
 The Joint General Manager (ERS)
 RailTel Corporation India Limited,
 Kerala Territory Office,
 1st Floor, Eastern Entry Tower
 Ernakulam South Railway Station
 Ernakulam – 682016

Sir,

Having examined the conditions of contract and specification I/we, the undersigned offer for appointment of FMS Vendor for providing comprehensive Facility Management Services with AMC for Data Centre, DR Centre and WAN of KSEBL in conformity with the said conditions of Contract and specification for the sum of or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to commence delivery withindays and to complete delivery of all the items specified in the contract withindays, calculated from the date of your Purchase order.

If our tender is accepted, we will deposit the amount specified in EOI for the due performance of the contract. We agree to abide by this bid for a period specified and it shall remain binding upon us for acceptance by the RailTel Corporation of India Ltd, at any time before the stipulated expiry.

Until a formal contract is prepared and executed, our offer as per the price bid shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any other tender you may receive.

Dated thisday of20.....

Signature of Bidder

Name:

Designation

Place:

Date:

Seal of BA Organization

6.4 ANNEXURE 4 - CHECKLIST OF DOCUMENTS FOR BID SUBMISSION

KSEBL Tender Ref No. **CEIT/ITCSD/30 /2025-26 dated 15.03.2026**; latest amendment/ Corrigendum / clarifications.
 Floated on etender Kerala Portal (<https://etenders.kerala.gov.in/>)

Sl. No.	Document
1	EOI Cover Letter (Annexure-02)
2	Technical compliance sheet
3	Price bid
4	Local Content Compliance & Percentage Amount (annexure-03)
5	TECHNICAL BID COVER LETTER
6	COMMERCIAL BID COVER LETTER
7	EMD as per EOI document
8	This EOI copy duly Signed and Stamped by the Authorized Signatory of Bidder
9	All Annexure/ Appendices/Formats/ Declarations as per Tender Ref No. CEIT/ITCSD/30 /2025-26 dated 15.03.2026 ; addressing to RailTel.
10	Compliance of eligibility criteria related documents as per Clause 3
11	Any relevant document found suitable by bidder

Note:

1. The technical bid should have a 'Index' at the starting and all pages of bid should be serially numbered and should be traceable as per the 'Index'.
2. All the submitted documents should be duly stamped and signed by the Authorized Signatory at each page.
3. The above checklist is indicative only. RailTel may ask for additional documents from the bidders, as per the requirement

Signature of Bidder

Name:

Designation

Place:

Date:

Seal of BA Organization

6.5 ANNEXURE 5 - FORMAT FOR TECHNICAL BID COVER LETTER

(On Company Letter Head)

To,
 The Joint General Manager (ERS)
 RailTel Corporation India Limited,
 Kerala Territory Office,
 1st Floor, Eastern Entry Tower
 Ernakulam South Railway Station
 Ernakulam – 682016

Sub: Submission of the response to the Tender No _____ Request for Proposal for the **“Providing comprehensive Facility Management Services with AMC for Data Centre, DR Centre and WAN of KSEBL**. We, the undersigned, offer to provide services for **“Providing comprehensive Facility Management Services with AMC for Data Centre, DR Centre and WAN of KSEBL”** in response to the request for proposal dated 15.03.2026 and tender **“Providing comprehensive Facility Management Services with AMC for Data Centre, DR Centre and WAN of KSEBL”** by KSEBL. We are hereby submitting our proposal online, which includes the pre-qualification, technical bid, and commercial bid.

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

We undertake, if our proposal is accepted, to initiate the implementation services related to the assignment not later than the date indicated in this tender.

We agree to abide by all the terms and conditions of the RFP and related corrigendum(s)/ addendum(s). We would hold the terms of our bid valid for 210 days from the date of opening of the commercial bid as stipulated in the RFP. We hereby declare that as per RFP requirement, we have not been black listed/ debarred by any Central/ State Government and we are not the subject of legal proceedings for any of the foregoing.

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

Signature of Bidder

Name:

Designation

Place:

Date:

Seal of BA Organization

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Govt of India

6.6 ANNEXURE 6 - FORMAT FOR COMMERCIAL BID COVER LETTER

To,
The Joint General Manager (ERS)
RailTel Corporation India Limited,
Kerala Territory Office,
1st Floor, Eastern Entry Tower
Ernakulam South Railway Station
Ernakulam – 682016

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the tender documents with respect to “**Providing comprehensive Facility Management Services with AMC for Data Centre, DR Centre and WAN of KSEBL**”, do hereby propose to provide services as specified in the tender **Ref No. CEIT/ITCSD/30 /2025-26 dated 15.03.2026** Price and Validity

- a) All the prices mentioned in our bid are in accordance with the terms & conditions as specified in the RFP. The validity of bid is 8 months from the date of opening of the commercial bid.
- b) We are an Indian firm and do hereby confirm that our prices are inclusive of all duties, levies etc., excluding GST.
- c) We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on income tax, professional and any other corporate tax is altered under the law, we shall pay the same.

Unit rates: We have indicated in the relevant schedules enclosed, the unit monthly rates for the purpose of accounting of payments as well as for price adjustment in case of any increase / decrease from the scope of work under the contract.

Deviations:

We declare that all the services shall be performed strictly in accordance with the RFP irrespective of whatever has been stated to the contrary anywhere else in our bid. Further, we agree that additional conditions, if any, found in our bid documents, shall not be given effect to. We had remitted an EMD as specified in the tender document terms.

Tender pricing: we further confirm that the prices stated in our bid are in accordance with your instruction to bidders included in tender documents.

Qualifying data: we confirm having submitted the information as required by you in your instruction to bidders. In case you require any other further information/ documentary proof in this regard before evaluation of our tender, we agree to furnish the same in time to your satisfaction.

Bid price: we declare that our bid price is for the entire scope of the work as specified in the RFP. These prices are indicated in annexure-commercial bid format attached with our tender as part of the tender.

Performance bank guarantee and Security Deposit: we hereby declare that in case the contract is awarded to us, we shall submit the performance bank guarantee. We hereby declare that our tender is made in good faith, without collusion or fraud and the information contained in the tender is true and correct to the best of our knowledge and belief. We understand that our tender is binding on us and that you are not bound to accept a tender you receive.

Signature of Bidder

Name:

Designation

Place:

Date:

Seal of BA Organization



6.7 Format for TECHNICAL PROPOSAL SUBMISSION SHEET

EOI Reference No:

Date:

To,

The Joint General Manager (ERS)

RailTel Corporation India Limited,

Kerala Territory Office,

1st Floor, Eastern Entry Tower

Ernakulam South Railway Station

Ernakulam – 682016

SUBJECT: Submission of Bid for “ ”.

Dear Sir,

We hereby submit our bid for EOI for “ ” EOI No. Dated

We, the undersigned, declare that:

A. Declaration

1. We have examined and have no reservations to the Bidding Document, including Addenda No. (if Any):
2. We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule, the following Goods and Related Services:
3. Our Bid shall be valid for a minimum period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
4. If our Bid is accepted, we commit to obtain a Performance Security in the amount of 10 % of the Contract Price for the due performance of the Contract;
5. We are not participating, as Bidders, in more than one Bid in this bidding process in accordance with the Bidding Document;
6. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the KSEBL;
7. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
8. We understand that you are not bound to accept the best evaluated bid or any other bid that you may receive.
9. We hereby confirm that the bid comply all requirements set out in the bidding document and NO TECHNICAL and COMMERCIAL Deviation are contained in the Bid.

Signature of Bidder

Name:

Designation

Place:

Date:

Seal of BA Organization

6.8 Undertaking for not Being Blacklisted/Debarred

<On Company Letter Head>

To,
The Joint General Manager (ERS)
RailTel Corporation India Limited,
Kerala Territory Office,
1st Floor, Eastern Entry Tower
Ernakulam South Railway Station
Ernakulam – 682016

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:

Partner's Company Seal

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RAILTEL
A Navratna CPSE
Govt of India

6.9 MANUFACTURERS' AUTHORIZATION FORM - Deleted

(To be obtained and submitted by bidder for each OEM separately whose solution/systems/services are proposed in this Eoi)

This form must be provided by the OEMs of the hardware and software solutions proposed. This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.)

Date:

To,
The Joint General Manager (ERS)
RailTel Corporation India Limited,
Kerala Territory Office,
1st Floor, Eastern Entry Tower
Ernakulam South Railway Station
Ernakulam – 682016

Subject: Manufacturer's Authorization Form (MAF) Ref: RFP

No. <> dated <<>>

Dear Sir,

We..... (Name of the OEM) who are established and reputable manufacturers of.....
(List of Goods) having factories or product development centers at the locations.....or as per
list attached, do hereby authorize..... (Name and address of the Bidder) to bid, negotiate
and conclude the contract with you against RFP No.....Dated.....for the above goods
manufactured or developed by us.

We hereby extend, our warranty for the hardware goods supplied by the bidder and or maintenance or support
services for software products against this invitation for bid by(Name of
the Bidder) as per requirements and for the duration of contract as specified in this RFP.

We also hereby confirm that the proposed technical solution and the related services offered by our partner is
fully supported by.....(Name of the OEM) and is hereby complying with technical
and support requirements of this RFP. We also hereby confirm to undertake final audit post implementation on
the proposed and implemented solution.

We also confirm that our offered product will not be end of life for minimum of 60 months from the date of
successful User acceptance/Final acceptance test and the support for such offered product/s will be available for
minimum of 7 years from the date of Successful User acceptance/Final acceptance test.

Thanking you,

Yours faithfully,

6.10 BIDDER EXPERIENCE**(To be signed on Bidder's Letter Head)**

SI No.	Name of project	Brief Scope Necessarily including role played by Bidder, modules implemented, Sector classification	Client Name and Contact Details	Currency of payment (in INR or USD)	Cost of assignment	Date of Awarded commencement	Date of completion	Was assignment Satisfactorily completed	Was it a Power Sector? (Y/N) Provide Detail	Node base
1										
2										
3										
:										

Please provide separate client details for bidder

Note:

1. Bidder has to provide all relevant details of all quoted the experiences for Qualification Requirements in the above format.
2. Relevant supporting documents as per Section 6. Qualification Requirements has to be submitted against each projects.

We hereby certify that the above information is correct.

Signature of Bidder

Name:

Designation

Place:

Date:

Seal of BA Organization

7.10 Format for Auditor's Certificate for Average Annual Turnover and Net Worth

<Declaration by the statutory auditor/CA >

To,
 The Joint General Manager (ERS)
 RailTel Corporation India Limited,
 Kerala Territory Office,
 1st Floor, Eastern Entry Tower
 Ernakulam South Railway Station
 Ernakulam – 682016

Subject: Average Annual turnover certificate

Dear Sir,

This is to certify that the Annual Turnover and net worth of M/S.....

<Registered name of bidder > from similar business for minimum of three (3) financial years out of last five (5) financial years (FY 2019-20, 2020-21, 2021-22, 2022-23, 2023- 24)) as per books and records for the following financial years are as under.

SL NO	Financial Year	Annual Turnover (in INR Crores)	Turnover from DC/IT/ITES Services (in INR Crores)	Bidder Net Worth (in INR Crores)
1	FY 2019-20			
2	FY 2020-21			
3	FY 2021-22			
4	FY 2022-23			
5	FY 2023-24			
	Minimum Average Annual Turnover			

I further certify that I am competent officer in my company to make this declaration. Yours sincerely,

Signature of statutory auditor/CA (with official seal)

Name of the statutory auditor/CA:

Designation :

Name of the auditing firm: Address:

Telephone & Fax:

E-mail Address:

7.11- Format for NO DEVIATION DECLARATION

<<To be printed on Bidder Letterhead and signed by Authorized Signatory>>

Date:<insert date>

Place:<insert place>

To,
The Joint General Manager (ERS)
RailTel Corporation India Limited,
Kerala Territory Office,
1st Floor, Eastern Entry Tower
Ernakulam South Railway Station
Ernakulam – 682016

Reference: EOI No.dated

Sir,

There are no deviations (null deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us.

Yours faithfully

Signature of Bidder

Name:

Designation

Place:

Date:

Seal of BA Organization



7.12 Format for Bidder's Declaration for ISO Certifications

<<To be printed on Bidder's Letterhead and signed by Authorized Signatory>>

Date:<insert date>

Place:<insert place>

To,
 The Joint General Manager (ERS)
 RailTel Corporation India Limited,
 Kerala Territory Office,
 1st Floor, Eastern Entry Tower
 Ernakulam South Railway Station
 Ernakulam – 682016

Sub: Declaration for ISO certificate

Dear Sir,

It is certified that, M/S.....<Bidder's Registered name and its communication address>, has following Valid ISO certifications as on this bid submission date.

Sl. No	ISO Certification	Valid until	Remarks
1.	ISO 9001:2015 or latest for Quality Management System		
2.	ISO 27001:2013 or latest for Information Security Management System (ISMS).		
3.	ISO 20000-1:2018 or latest for Information Technology Service Management (ITSM)		

Encl: Client's authorisation letter if

any Yours Sincerely,

(Authorised Signature) Name:

Place:

Date:

Company Seal:

7.13 DECLARATION CERTIFICATE

We do hereby declare that the contents of the offer submitted vide No against this tender (Tender No.....dated.....) have been given after fully understanding and the same are true and complete in every particular and that if any untrue abetment/information contained therein, the said offer shall be considered absolutely null and void and we shall be liable for any penal action as per the provisions of Law for the time being in force.

1. I/We..... Partner/Legal Attorney/Proprietor/Accredited Representative of M/s.....
declare that we are submitting our tender for the supply of materials/execution of work vide our offer
No.....dated.....
2. The contents of the offer given after fully understanding and all the information furnished by me/us are correct
and true and complete in every respect.
3. All documents/credentials submitted along with the tender are genuine, authentic, true and valid.
4. If any information or document submitted is found to be false/incorrect, the said offer shall be considered
absolutely null and void and action as deemed fit may be taken against me/us including termination of the
contract, forfeiture of all dues including Earnest Money Deposit/ Security Deposit and blacklisting of my/our firm
and all partners of the firm as per provisions of Law.

Signature of Bidder

Name:

Designation

Place:

Date:

Seal of BA Organization

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A Navratna CPSE
Govt of India

7.14 ANNEXURE 8 - PRICE BID

Attached in e-nivida portal

7.15 Approach And Methodology

As per RFP

7.16 BIDDER'S AUTHORISATION CERTIFICATE

(To be furnished on Bidder's Letterhead.)

Please attach the board resolution / valid power of attorney in favour of person signing this authorizing letter.



7.17 ANNEXURE 9 - BOUNDEN AGREEMENT TO ACCOMPANY THE TENDER

(On Stamp Paper of ₹ Two Hundred/requisite value)

Articles of agreement executed on this.....theday of
Two thousand and between the RailTel Corporation of India Ltd. acting through (here enter the designation of the officer who has invited this tender (herein after referred to as “The RailTel Corporation of India Ltd Ltd)” of the one part and Sri..... here enter name and address of the tenderer) hereinafter referred to as “The bounden” of the other part

WHEREAS in response to the invitation for tenders as per Notification No. dated and subsequent amendments thereto, the bounden has submitted to the KSEB Ltd a tender for the specified therein subject to the terms and conditions contained in the said tender documents.

WHEREAS the bounden has also deposited with the RailTel Corporation of India Ltd a sum of Rs. as earnest money for execution of an agreement undertaking the due fulfilment of the contract in case his tender is accepted by the RailTel Corporation of India Ltd.

Now THESE PRESENTS WITNESS and it is hereby mutually agreed as follows

1. In case the tender submitted by the bounden is accepted by the KSEB Ltd and the contract foris awarded to the bounden, the bounden shall within 15 days of acceptance of this tender execute an agreement with the RailTel Corporation of India Ltd incorporating all the terms and conditions under which the RailTel Corporation of India Ltd Limited accepts his tender.

2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract the RailTel Corporation of India Ltd shall have power and authority to recover from the bounden any loss or damages caused to the KSEB Ltd by such breach as may be determined by the RailTel Corporation of India Ltd, appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate, the deficit amount may be recovered from the bounden and his properties movable and immovable also in the manner here in after contained.

3. All sums found due to the RailTel Corporation of India Ltd under or by virtue of this agreement shall be recoverable from the bounden and his properties, movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and also in such other manner as the RailTel Corporation of India Ltd may deem fit.

In witness where of Sri.....(here enter name and designation) for and on behalf of the RailTel Corporation of India Ltd and Sri.....(here enter the name of the bounden) have hereunto set their hands the day and year shown against their respective signatures.

Signed by Sri.....(date)
In the presence of witness.

- 1.
- 2.

Signed by Shri.....(date)
In the presence of witness

- 1.
- 2.

7.18 ANNEXURE 10 - PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On Stamp Paper of ₹ Two Hundred/requisite value)

To,

The Joint General Manager (ERS)
 RailTel Corporation India Limited,
 Kerala Territory Office,
 1st Floor, Eastern Entry Tower
 Ernakulam South Railway Station
 Ernakulam – 682016

Ref No CEIT/ITCSD/30 /2025-26 dated 15.03.2026; latest amendment/ Corrigendum / clarifications. **Floated on etender Kerala Portal (<https://etenders.kerala.gov.in/>)**

In consideration of the RailTel Corporation of India Limited (CIN: L64202DL2000GOI107905), having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called “RailTel”) having agreed to exempt (CIN:) having its registered office at..... (Herein after called “the said Contractor”) from the demand, under the terms and conditions of Purchase Order No dated..... made between RailTel andfor (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs..... Only). We (Indicate the name and address and other particulars of the Bank) (hereinafter referred to as ‘the Bank’) at the request ofcontractor do hereby undertake to pay RailTel an amount not exceeding Rs. (Rs Only) against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.

1. We, the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage by the said Contractor of any of terms or conditions contained in the said Agreement by reason of the Contractor’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rs..... Only).
2. We, the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
3. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said

Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or beforeWe shall be discharged from all liability under this Guarantee thereafter.

4. We, the Bank further agree with the RailTel that the RailTel shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for anytime or from time to time any of the powers exercisable by the RailTel against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Guarantee will not be discharge due to the change in the constitution of the Bank or the Contract or (..... indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RailTel in writing.

Dated the Day of 2026 for (Name of Bank) In the presence of Witnesses:

1. Signature with Date & Name

2. Signature With Date & Name

Signature of Bidder

Name:

Designation

Place:

Date:

Seal of BA Organization



7.19 ANNEXURE 11 - NON-DISCLOSURE AGREEMENT

This 'Non – Disclosure Agreement' is entered on this the day of, 20.... between RailTel Corporation India Limited, 1st Floor, Eastern Entry Tower Ernakulam South Railway Station, Ernakulam, Kerala -682016 represented by the The Joint General Manager (ERS), which expression unless excluded by or repugnant to the context or meaning thereof shall include his successors, representatives and assignees on the one part [hereinafter referred to as the 'Disclosing Party'] and the (the complete postal address) represented by its, which expression unless excluded by or repugnant to the context or meaning thereof shall include his successors, representatives and assignees on the other part [hereinafter referred to as the 'Receiving Party']. The said Non-disclosure Agreement is entered for the purpose of ensuring confidentiality of the data and other information associated with the contract and for the protection of such information from any unauthorized use and disclosure.

1. For purposes of this Agreement, ***“Confidential Information”*** shall mean *Information relating to the business, clients, customers and business practices of the Disclosing Party and shall include but not limited to commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise, whether oral or written, relating to disclosing party and any other information that is reasonably determined to be confidential or proprietary* but the same will not include information that:

(i) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of the Receiving Party;

(ii) was known by the Receiving Party prior to receiving such information from the Disclosing Party and without restriction as to use or disclosure; or

(iii) is rightfully acquired by the Receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or

(iv) is independently developed by the Receiving Party without access to any Confidential Information of the Disclosing Party

2. Receiving Party agrees: (i) to maintain the Disclosing Party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties; in any form and (iii) not to use any such Confidential Information for any purpose except as specified in this Agreement. However, Receiving Party may disclose Information to its partners/directors and bonafide employees, the Confidential who have a need to know such Confidential Information for the Purpose and to perform quality or performance review processes. partner/director and each such employee shall be bound by the terms of this agreement. Additionally, the Receiving Party may disclose such Confidential Information to its professional advisers for the purposes of seeking advice and in the said circumstance the said professional advisors will be bound by confidentiality not less onerous than this Agreement. Nothing contained in this Agreement will restrict the Receiving Party from disclosing the Confidential Information to the extent required by any law or regulation; provided that the Receiving Party will beforehand make reasonable efforts to give the Disclosing Party advance notice of such disclosure required, to the extent the same is practical permissible, in order to enable the Disclosing Party to and legally prevent or limit such disclosure.

3. All Confidential Information remains the sole and exclusive property of the Disclosing Party. It is agreed that nothing in this Agreement will be construed as granting any rights to the Receiving Party, by license or otherwise, in or to any Confidential Information of the Disclosing Party, or any patent, copyright or other intellectual property or proprietary rights of the Disclosing Party, except as specified in this Agreement.

4. It is agreed that unless and until a definitive agreement is entered between the parties to this agreement with respect to the Purpose has been executed and delivered, neither Party will be under any legal obligation of any kind whatsoever with respect to achievement of such Purpose whether through written or oral expression by any of their partners, directors, officers, employees, stakeholders, agents, or any other representatives, fiduciaries or advisors.

5. All confidential information is provided by the disclosing party on an "AS IS" basis. Neither party makes any representations or warranties as to the accuracy or completeness of the Confidential Information, it being understood that neither party shall have any liability to the other party resulting from the use of the Confidential Information supplied by the Disclosing Party, except as may be expressly provided in a definitive agreement entered between the parties.

6. That no delay or failure in exercising any right, power or privilege hereunder shall be construed to be a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

7. Receiving Party acknowledges that unauthorized use or disclosure or threatened disclosure of the Confidential Information may cause irreparable harm and significant damages to the Disclosing Party. Accordingly, Receiving Party agrees that the Disclosing Party will have absolute right to obtain immediate relief from the Receiving Party on account of any unauthorized use or disclosure or threatened disclosure of its Confidential Information, in addition to any other rights and remedies that it may have in law or otherwise without establishing any actual proof of damages.

8. Receiving Party shall treat the existence of this Agreement, its contents, and its subject matter as Confidential Information and require the written approval of Disclosing Party prior to any public acknowledgement of this Agreement, its contents or its subject matter except as stated in clause 2 above.

This Agreement shall be governed by and construed in accordance with Indian laws and any dispute arising from it shall be subject to the exclusive jurisdiction of the Civil Courts at Thiruvananthapuram.

10. This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. Receiving Party shall not assign this Agreement, in whole or in part, without the Disclosing Party's prior written consent, and any attempted assignment without such consent will be void.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Non Disclosure Agreement.

RAILTEL CORPORATION OF INDIA Ltd

.....

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Witness

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

7.20 ANNEXURE 11 - PRE -BID AGREEMENT

(To be executed in presence of public notary on non-judicial stamp paper of the value of Rs. 200/-. The stamp paper has to be in the name of the BA)

This Pre-Bid Agreement (the **"Agreement"**) is made at New Delhi on this _____ Day of (month) 2025.

BETWEEN

M/s. RailTel Corporation Of India Limited, (CIN: L64202DL2000GOI107905) a company registered under the Companies Act 1956, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi India – 110 023 and Southern Regional office at 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad-500 016 (hereinafter referred to as **"RailTel"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FIRSTPART. AND M/s. XXXX**, (CIN: _____) a company registered under the Companies Act 1956, having _____ its _____ registered office at and its Corporate Office located at _____ (hereinafter referred to as **"XXXX"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **SECOND PART.**

RailTel and _____ shall be hereinafter individually referred to as **"Party"** And collectively as **"Parties."**
"Whereas,

A) RailTel is a "Mini Ratna (Category-I)" CPSU of Ministry of Railways, having exclusive right of way along Indian Railways and has created an OFC backbone and associated transport and network infrastructure to provide carrier class telecom services. RailTel has Unified License issued by DoT to provide a range of telecom services. RailTel also has two tier III certified data centres at Secunderabad and Gurugram. RailTel has created a slew of digital services like cloud, hosting, hosted Video Conferencing service, Aadhar Services, Content delivery platform, WIFI as a service etc. RailTel has strong capabilities in managing telecom infrastructure, MPLS network infrastructure, data centre services like as (Infrastructure as a Service) and PaaS (Platform as a Service).

B) _____ (DETAILS OF SECOND PART)

C) RailTel had floated an **EOI No: _ dated _____** pursuant to the **RFP floated by End Customer for " _ for End Customer Organization for agreed Scope of Work"** (hereinafter referred as **"The said work/project/tender"**), and subsequently, based on the offer submitted by M/s **XXXX** towards the RailTel's EOI, M/s **XXXX** has been selected by RailTel as Business Associate for the said Project.

D) RailTel is in the process of participating in the tender issued by end customer, complete details of which have deliberately not been shared with **XXXX** and **XXXX** has waived its right to get the RFP document of end customer owing to confidentiality concern raised by the end customer. However, a limited scope of work on 'need to know basis and as detailed in clause 1.7 below, which will be carried out by **XXXX** has been shared with **XXXX** and based on the representation of **"XXXX"** that **"XXXX"** has read the said limited Scope of Work and has understood the contents thereof and that **"XXXX"** has sufficient experience to execute the said limited and defined scope of work, the Parties have mutually decided to form a "Business association" wherein RailTel shall act as the "Bidder" and **"XXXX"** shall act as the "business associate" in terms of the said Tender and in accordance to the terms agreed hereunder;

E) RailTel shall submit Rupees **YYYY** as BG against pre integrity pact at the time of submission of bid as an Integrity Pact bank guarantee to end customer and accordingly **"XXXX"** shall submit Rupees **ZZZZ** as BG of pre integrity pact on back-to-back basis to RailTel before final submission of the said bid to end customer. **(This is applicable on cases to case basis as per requirement. May please read in conjunction of the current RFP.)**

F) Party hereby acknowledges that RailTel has received Rs. /- (Rs. _____) from M/s **XXXX** as per the Terms and conditions of EOI no. dated _____.

G) The Parties are thus entering into this Agreement to record the terms and conditions of their understanding and the matters connected therewith.

RailTel has agreed to extend all the necessary and required support to “XXXX” during the entire contract period.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein it is hereby agreed by and between the Parties hereto as under:

1. SCOPE OF CO-OPERATION

- 1.1. Parties have agreed to form a “business association” to co-operate with each other on an exclusive basis with respect to execution of the said Project.
- 1.2. It has been further agreed between the Parties that Parties shall not bid individually for the said Project nor shall they enter into any arrangement with other parties for the purpose of bidding for the said Project during the validity of this Agreement.
- 1.3. The Parties also agree that the terms of the said EOI for limited and defined scope of work along with the Corrigendum’s issued thereafter shall apply mutatis-mutandis to this Agreement.
- 1.4. The Parties further agree that they shall, enter into a ‘Definitive Agreement’ containing elaborate terms and conditions, role and responsibilities and respective scope of work of this Agreement after declaration of RailTel as the successful bidder of the said Project.
- 1.5. RailTel shall submit the PBG amounting Rs. XXXXX, earnest money deposit / EMD declaration (whichever is applicable) and performance bank guarantee to **End customer** and accordingly “XXXX” shall submit to RailTel, BG amounting to Rs. _____ as the earnest money deposit. Further, XXXX shall also pay the performance bank guarantee in proportionate to the extent of its defined scope of work.
- 1.6. RailTel may further retain some portion of the work mentioned in the end organization’s RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.

XXXX agrees, undertakes and acknowledges that following shall be Scope of Work of XXXX out of the total project work.:

2. Technical Terms – As per CIAL/RCIL document

3. TERM AND TERMINATION

- 3.1. This Agreement shall come into force as of the date of signing and shall continue to be in full force and effect till the complete discharge of all obligations, concerning the carrying out of the said Project, except terminated earlier by the Parties in terms of this Agreement or in terms of the said project, whichever is applicable.
- 3.2. This Agreement can be terminated by either Parties forthwith in the event of happening of the following events:
 - (a) End customer announces or notifies the cancellation of the said Project and / or withdrawing the said RFP.
 - (b) The receipt of an official communication that End customer chooses not to proceed with RailTel for the said Project or RailTel is not short listed by End customer.
 - (c) Material breach of any of the terms and conditions of this Agreement by either of the Parties and the same is not rectified by the defaulting Party beyond 15 (fifteen) days (or a reasonable time period as mentioned under the notice issued by the other Party) from the date of receipt of notice from the other Party to cure the said breach.
- 3.3. Parties agree and understand that as of the execution of this Agreement they are contractually bound and obligated to perform the services, obligations and the scope of work entrusted, should RailTel be declared as the successful bidder of the said Project. Any Party shall not withdraw its participation subsequent to execution of this Agreement, at any point in time except in case of material breach of any of the terms of the Agreement.
- 3.4. In case “XXXX” breach the terms of Agreement i.e. defaulting party in such case the balance unsupplied quantity or service shall be completed by RailTel i.e. non-defaulting party and cost for completion of that balance unsupplied quantity or service of such defaulting party shall be executed by RailTel at the risk and cost of such defaulting party.

4. Liability:

It is understood that the parties are entering into this pre-bid teaming agreement for requirement of submission of bid against the RFP floated by end customer for Implementation of Network Security System and Integration for end

Customer Organization. Parties acknowledge and agree that "XXXX" shall be completely liable for the successful execution of this project, in relation to its defined scope of work (as detailed in clause 1.7 above), fully complying the end customer requirements. Accordingly, it is agreed that notwithstanding anything contained in the RFP document, "XXXX" shall be liable to RailTel with regard to its obligations and liability to complete the agreed and defined scope of work as detailed in clause 1.7 above.

5. EXCLUSIVITY

Parties agree to co-operate with each other for the purpose of the said Project on an exclusive basis with respect to applying for, submitting and execution of the said Project including providing of technical demo, proof of concept for the agreed and defined scope of work.

6. PAYMENT TERMS

The payment terms between the parties shall be only on receipt of payment from end customer.

7. TAXES

Parties agrees that they will comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian - Income Tax Authorities, for the payments received by them for the Project under this agreement and any other taxes, cess, surcharge, etc. for their respective scope of works;

8. INDEMNIFICATION

8.1 Parties agree to and undertake to indemnify and hold each other, its officers, directors, agents and employees harmless, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including attorney's reasonable fees, costs of investigation and defence) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of the indemnifying party's employees, agents or contractors) based upon:

- i. any breach or contravention of any of the terms, conditions, covenants of this Agreement by the Party;
- ii. Unethical business practices;
- iii. any acts or omission of the Party and/ or any of its employees, agents or contractors, and the liability for damages to property arising from or out of party operations in connection with the performance of this agreement;
- iv. any claim for taxes that might arise or be imposed due to this performance of Services hereunder;
- v. any representation or warranty or information furnished by the Party being found to be false;
- vi. Parties failure to pay all applicable compensation to its respective personnel;
- vii. death or personal injury to any person;
- viii. destruction or damage to any property by acts or omissions of either Party, its representatives or personnel;
- ix. any violation/non-compliance by the Party with any applicable laws governmental regulations or orders;
- x. any third-party liability;
- xi. improper handling or misuse of the Confidential Information of the Party(ies) by the Party

8.2 XXXX shall be liable to all risks and consequences (including the risk of payments) suffered in the performance of services under the Project and undertakes to indemnify RailTel from and against any non-payments (of RailTel's share payable to RailTel), recoveries and claim from End Customer or any other cost or losses incurred due to default/non-performance on part of XXXX.

9. COMPLIANCES TO STATUTORY OBLIGATIONS

9.1. Parties shall also obtain and keep in place necessary insurance policies, Medclaim policies, group insurance schemes of adequate value to cover their workmen, supervisors, etc. with regard to any accidents, injury or the liability under the Employee Compensation Act.

- 9.2. Parties shall observe and be responsible for the compliance of all labour laws (including labour cess) as per government notifications and shall maintain necessary records for the same and shall submit the same to RailTel when so required.
- 9.3. Parties shall duly maintain all records / registers required to be maintained by them under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

10. LEGAL STATUS

This Agreement constitutes a contractual relationship and shall relate solely to the Project and shall not extend to other activities or be construed to create a corporation, body corporate, partnership or any other form of legal entity.

11. REPRESENTATIONS AND COVENANTS

11.1. Each Party represents and warrants to the other Party as follows:

- 11.1.1. That it has full capacity, power and authority and has obtained all requisite consents and approvals to, enter into and to observe and perform this Agreement and to consummate the transactions contemplated hereunder. Each of the Persons / personnel executing this Agreement on behalf of the each of the Parties have full capacity and authority to sign and execute this Agreement on behalf of the respective Parties;
- 11.1.2. The execution, delivery and consummation of, and the performance by it, of this Agreement shall not conflict with, violate, result in or constitute a breach of or a default under, (a) any contract by which it or any of its assets or properties, are bound or affected, and/or (b) its constitutional documents;
- 11.1.3. This Agreement constitutes its legal, valid and binding obligations, enforceable against it, in accordance with their terms under Applicable Statutory Law(s);
- 11.1.4. It has the right, authority and title to execute this Agreement;

12. SUBCONTRACTING BETWEEN PARTIES

If a Party subcontracts certain supplies or services pertaining to its scope of work to the other party, then the resulting relationship between such parties shall be governed by a separate subcontract. This Agreement shall not in any way be affected thereby except as stated otherwise in this Agreement

13. GOVERNING LAW AND JURISDICTION

The construction, validity and performance of this Agreement shall be governed in all respects by the Laws of India. The Parties hereby submit to the exclusive jurisdiction of the Indian courts at Delhi only.

14. GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION

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 here to, 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 CIAL/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.

15. FORCE MAJEURE

“Force Majeure Event” shall mean any event beyond the reasonable control of the affected Party including acts of God, fires, earthquakes, strikes, pandemic, epidemics, lock down, and labour disputes, acts of war or terrorism, civil unrest, economic and financial sanctions, or acts or omissions of any Governmental Authority occurring on or after the Signature Date.

No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due to a Force Majeure Event. The Party affected by Force Majeure Event shall promptly inform the other Party in writing and shall furnish within 30 (thirty) days thereafter, sufficient proof of the occurrence and expected duration of such Force Majeure Event. The Party affected by Force Majeure Event shall also use all reasonable endeavours to mitigate the negative effects of such Force Majeure Event on such Party's ability to perform its contractual obligations. In the event of a Force Majeure Event, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavours to minimise the consequences of such Force Majeure Event. The occurrence of a Force Majeure Event shall however, not relieve a Party of any obligation to pay any sum due under this Agreement prior to the occurrence of the Force Majeure Event. If the Force Majeure lasts for more than 6 (six) months, the Parties may mutually decide in writing on the future course of action with respect to this Agreement.

16. INTELLECTUAL PROPERTY RIGHTS

16.1. Each Party shall remain the sole owner of all industrial or intellectual property rights, Technical Data, Know-How, designs, specifications and the like, generated or acquired before the signature, or beyond the scope of this agreement.

16.2. Each Party shall remain the sole owner of all industrial or intellectual property rights, technical data, know-how, design specifications and the like generated solely by that Party during the course of the performance of this agreement and shall not be free to use it by the other party and if the other party uses that intellectual property rights prior permission shall be taken with paying necessary fees for such rights.

16.3. In case of joint development, the work-share and associated ownership of intellectual property of each Party shall be mutually agreed upon and defined in advance in the definitive agreement for the specific program. However, should any invention be jointly made by the Parties in the performance of this agreement, without neither Party being in a position to reasonably claim the ownership of said intellectual property right, the said right shall be jointly owned by the Parties and the corresponding measures of protection for both Parties of the said right as may be practicable shall be mutually agreed by both Parties and cost for such registration of such right shall be borne by the parties proportionately as per the ownership of the rights.

16.4 As on date, Parties confirms that there are no infringements of any Intellectual Property Rights of the products contemplated under this agreement, in accordance with the laws prevailing in the country.

16.5. The Parties undertake and confirm that the Technology / Knowhow / Design owned by each of them and intended to be put into use for execution of various Projects pursuant to this agreement has been originally developed by each of such Parties. The Parties are entitled to all the Intellectual Property Rights in Technology / Knowhow / Design intended to be put into use for execution of various Projects and no third-party Intellectual Property Rights have been put in to use either in their original or modified form without proper authorisation of such third party. The Parties further vouchsafes that the foregoing undertaking is actuated by truth and accuracy and no misrepresentation is being put into use for inducing each other to enter into this agreement.

17. CONFIDENTIALITY

- 17.1. During the term of this agreement, either party may receive or have access to technical information, as well as information about product plans and strategies, promotions, customers and related non-technical business information which the disclosing party considers to be confidential ("Confidential Information as per RFP tender document"). In the event Confidential Information is to be disclosed, the Confidential Information must be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, and be designated as confidential in writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure.
- 17.2. Confidential Information may be used by the receiving party only with respect to the performance of its obligations under this Agreement, and only by those employees of the receiving party and its subcontractors who have a need to know such information for purposes related to this Agreement, provided that such subcontractors have signed separate agreements containing substantially similar confidentiality provisions. The receiving party must protect the Confidential Information of the disclosing party by using the same degree of care to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of like nature.
- 17.3. The obligations is not applicable to any information which is:
- 17.3.1. Already known by the receiving party prior to disclosure;
 - 17.3.2. Publicly available through no fault of the receiving party;
 - 17.3.3. Rightfully received from a third party without being responsible for its confidentiality;
 - 17.3.4. Disclosed by the disclosing party to a third party without being responsible for its Confidentiality on such third party;
 - 17.3.5. Independently developed by the receiving party prior to or independent of the disclosure;
 - 17.3.6. Disclosed under operation of law;
 - 17.3.7. Disclosed by the receiving party with the disclosing party's prior written approval.
- 17.4. XXXX agrees and acknowledges that XXXX, 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. XXXX shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, XXXX 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
- 17.5 Notwithstanding anything contained in this agreement, XXXX undertakes, agrees and acknowledges that being RailTel's Business Associate, XXXX shall maintain utmost confidentiality in relation to said Project. XXXX further, undertakes that any information relating to said Project which is or will be disclosed/ divulged by RailTel on need to know basis, will be received and treated by XXXX as strictly confidential and XXXX shall not, without the prior written consent of the RailTel or as expressly permitted herein, disclose or make available to any other person such information.

18. **NOTICES**

Notices, writings and other communications under this Agreement may be delivered by hand, by registered mail, by courier services or facsimile to the addresses as set out below:

To RailTel Corporation Of India Limited

To: RailTel Corporation of India Ltd

Attn: Executive Director / Southern Region

Address: 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad-500016 No.: +91-40-27788000

To XXXX

To: XXXX

Kind Attn: _____ Address: _____ Mob. _____ No.: _____
Email: _____

19. AMENDMENT

No amendment or modification or waiver of any provision of these presents, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

20. PRIOR UNDERSTANDING

This Agreement contains the entire Agreement between the Parties to this Agreement with respect to the subject matter of the Agreement, is intended as a final expression of such Parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understanding, Agreements, representations and warranties if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

21. GENERAL

21.1. Binding Effect:

This Agreement shall be binding upon and inure to the benefit of the Parties here to and their respective legal successors.

21.2. Counterpart:

This Agreement may be executed simultaneously in 2 (two) counterparts, each of which shall be deemed to be original and all of which together shall constitute the same Agreement.

21.3. Non-Partnership:

21.3.1. This Agreement shall be on a principal-to-principal basis and shall not create any principal- agent relationship between the Parties.

21.3.2. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or otherwise entitle either Party to have an authority to bind the other Party for any purpose.

21.4. Severability:

In the event any provision of this agreement is held invalid or un-enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of this agreement and annexure/s which will be in full force and effect.

21.5. Waiver:

A failure by any Party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time.

21.6. Time is of essence:

Time is the essence of this agreement and the Parties herein agree and acknowledge to abide by the same.

22. Miscellaneous

- 22.1. No Party to this agreement will have any rights or obligations arising from or in relation to this agreement in excess of those rights and obligations expressly declared herein.
- 22.2. No Party to this agreement is entitled to sell, assign or otherwise transfer any of its rights and/or obligations arising from or in relation to this agreement to any third party, without the prior written consent of the other Party of this agreement.
- 22.3. Each Party shall be solely responsible for its own actions or failures to act and for its own commitments and undertakings. Neither Party shall present itself as the representative or agent of the other Party, nor shall it have the power or the authority to commit the other Party, unless it receives the other Party's prior written consent.
- 22.4. No release shall be made by any Party to the news media or the general public relating to this agreement and/or the subject matter thereof without prior written approval of the other Party.
- 22.5. During the term of this agreement, each party shall refrain from taking any action or attempt to take any action with the intent of impairing or causing prejudice to the business relationship, whether existing or prospective that subsists between the other party and its customers and business partners. Each party shall also desist from inducing or influencing or attempting to induce or influence any customer or business partner, whether existing or prospective of the other party, resulting into prejudice or detriment to business prospects of the other party.

Furthermore, Parties shall not compete with or cause detriment to the business prospects of each other by making use of confidential information, whether in its embodied or disembodied form, shared pursuant to this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

For RailTel Corporation Of India Limited

Authorised Signatory

Name:

Designation:

In Presence of witness

Signature:

Name:

Address:

For XXXX

Authorized Signatory

Name

Designation:

Signature:

Name:

Address:

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RAILTEL
A Navratna CPSE
Govt of India

7.21 ANNEXURE 12 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. 200/-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 Limited), 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 EMD 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.

VERIFICATION

SEAL AND SIGNATURE OF THE

DEPONENT

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

Place:

Dated:

SEAL AND SIGNATURE OF THE BA

****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.**

Signature of Bidder

Name:

Designation

Place:

Date:



Seal of BA Organization

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Govt of India

7.22 SERVICE LEVEL AGREEMENT FORMAT

1. Purpose of this Agreement

The purpose of this SLA is to clearly define the levels of service to be provided by Supplier to Purchaser for the duration of this contract or until this SLA has been amended. The benefits of this SLA are to:

- I. Trigger a process that applies Purchaser and Supplier management attention to some aspect of performance only when that aspect drops below an agreed upon threshold, or target.
- II. Makes explicit the performance related expectations on performance required by the Purchaser
- III. Assist the Purchaser to control levels and performance of services provided by Supplier
- IV. This SLA is between Supplier and Purchaser.

2. Description of Services Provided

Supplier shall provide service as defined in Scope of Work, in accordance to the definitions and conditions as defined in the Terms and Conditions.

3. Duration of SLA

This Service level agreement would be valid for entire period of contract. This SLA may be reviewed and revised according to the procedures detailed in SLA Change Control.

4. Service Level Agreements & Targets

This section is agreed to by Purchaser and Supplier as the key supplier performance indicator for this engagement. The following section reflects the measurements to be used to track and report systems performance on a regular basis. The targets shown in the following tables are for the period of contact or its revision whichever is later.

4.1 Service Level Chart

(Add the Service Level Chart Table-1 given in Section.7 'Service Level Agreement' of the RFP document)

4.2 Severity Definition Chart

Table-2: Severity Definition Chart

6	Support Category	Criteria	Resolution	Maximum Response Time
6.1	Critical	The system is unable to be used for normal business activities. There is certainty of financial loss to# PURCHASER.	90 Minutes	15 Minutes
6.2	Urgent	There is a problem with part of the system, which impacts on Purchaser's decision making. No viable workaround is available. There is a likelihood of financial loss.	4 Hours	1 Hour
6.3	High	The efficiency of users is being impacted, but has a viable workaround.	6 hours	2 Hours
6.4	Medium	A low impact problem that affects the efficiency of users but has a simple workaround.	12 Hours	8 Hours
6.5	Low	A fault, which has no particular impact on processing of normal business activities.	One Week	8 Hours

5. Breach of SLA

In case the Supplier does not meet the service levels mentioned in the Service Level Chart, for three (3) continuous time periods as specified in the relevant clause, the Purchaser will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case:-

- I. Purchaser issues a show cause notice to the Supplier.
- II. Supplier should reply to the notice within three working days.
- III. If the Purchaser authorities are not satisfied with the reply, the Purchaser will initiate termination process of contract with prior notice.

6. Exclusions

The Supplier will be exempted from any delays or slippages on SLA parameters arising out of following reasons: -

- I. Delay in execution due to delay (in approval, review etc.) from Purchaser's side. Any such delays will be notified in written to the IT Team.
- II. The network links will be provided by a third party and the Supplier will monitor and report any problems on behalf of third party. If Supplier notifies and Purchaser approves that the delay or fault was due to the third-party link services then such loss will not be considered for tracking Supplier's SLA parameters (Also reduced from total service time)

7. Monitoring and Auditing

IT Team of Purchaser will review the performance of Supplier against the SLA parameters each month, or at any periodicity defined in the contract document. The review / audit report will form basis of any action relating to imposing penalty or breach of contract. Any such review / audit can be scheduled or unscheduled. The results will be shared with the Supplier as soon as possible. Purchaser reserves the right to appoint a third-party auditor to validate the SLA.

8. Reporting Procedures

The Supplier's representative will prepare and distribute SLA performance reports in an agreed upon format by the 10th working day of subsequent month of the reporting period. The reports will include "actual versus target" SLA performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports will be distributed to the Purchaser's IT Team.

9. Issue Management Procedures

9.1 General

This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between Purchaser and Supplier. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at lower management levels

9.2 Issue Management Process

- Either Purchaser or Supplier may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- Purchaser and the Supplier's representative will determine which committee or executive level should logically be involved in resolution.
- A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least
- 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.

- Management of Purchaser and Supplier will develop a temporary, if needed, and the permanent solution for the problem at hand. The Supplier will then communicate the resolution to all interested parties.
- In the event of a significant business issue is still unresolved, the dispute will be resolved as specified in Section.4 “Terms and Conditions”, Clause 4.22 – Governing Law and Dispute Resolution

10. SLA Change Control

10.1 General

It is acknowledged that this SLA may change as Purchaser’s business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:

- I. A process for negotiating changes to the SLA.
- II. An issue management process for documenting and resolving particularly difficult issues.
- III. Purchaser and Supplier management escalation process to be used in the event that an issue is not being resolved in a timely manner.

Any changes to the levels of service provided during the term of this agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this document and consequently the contract.

Changes/modification in the application, which require development efforts less than one month shall be considered as included in the scope. Any changes/modifications with require development effort more than one month will be considered for the payment based on mutually agreed terms and conditions.

10.2 SLA Change Process

Both the parties may amend this SLA by mutual agreement in accordance. Changes can be proposed by either party. Normally the forum for negotiating SLA changes will be Purchaser’s monthly review meetings.

10.3 Version Control

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

11. Management Escalation Procedures

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure ensures that purchaser and Supplier management are communicating at the appropriate levels. Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

- All issues would be raised to the project nodal officer, which is completely responsible for the day-to-day aspects of the implementation/service. The project nodal officer shall classify the issues based on their severity level and resolve them within appropriate timelines.
- If project nodal officer is unable to resolve an issue, the issue would be escalated to the top management with options/ risks detailed for decision. Top management will make decisions based on the options/ risks presented by the IT team.

Request for Proposal (RFP) for providing comprehensive Facility Management Services with AMC for Data Centre, DR Centre and WAN of KSEBL

RFP No: CEIT/ITCSD/30/2025-26 dated 15.03.2026

E-tender ID: 2026_KSEB_847704_1



KERALA STATE ELECTRICITY BOARD Ltd
(Incorporated under the Indian Companies Act, 1956)
Office of the Chief Engineer (IT, CR & CAPs)
VydyuthiBhavanam, Pattom Thiruvananthapuram – 695 004
Phone: (0471) 251 4654, 4724, 4502
Email: ceit@kseb.in Web: www.kseb.in

ABBREVIATIONS

Acronym	Definition
FMS	Facility Management Services
DC	Data Centre
BoM	Bill of materials
BoQ	Bill of quantity
CA	Chartered accountant
CE	Chief Engineer
CPG	Contract Performance Guarantee
DR	Disaster Recovery Centre
CCC	Customer Care Centre
SoW	Scope of Work
DNS	Domain Name System
DSC	Digital Signature Certificate
EMD	earnest money deposit
GST	Goods and Services Tax
HA	high availability
RAPDRP	Restructured Accelerated Power Development and Reforms Program
IPDS	Integrated Power Development Scheme
RDSS	Revamped Distribution Sector Scheme
KSEB/KSEBL	Kerala State Electricity Board Ltd
LAN	Local Area Network
WAN	Wide Area Network
SDWAN	Software Defined Wide Area Network
LDAP	Lightweight Directory Access Protocol
LoA	Letter of Award
LoI	Letter of Intend
MOPS	Multiple Option Payment System
BWSP	Band Width Service Provider
OEM	Original equipment manufacturer
PBG	Performance Bank Guarantee
MPLS	Multi Protocol Label Switching
SLA	Service Level agreement
SSO	Single Sign-ON System
VPN	Virtual private network

TABLE OF CONTENTS

1.	LETTER OF INVITATION TO BIDDERS.....	5
2.	INTRODUCTION	7
2.1.	ABOUT KSEBL	7
3.	INSTRUCTION TO BIDDERS.....	11
3.1.	COST OF BIDDING	11
3.2.	LANGUAGES OF BID	11
3.3.	CURRENCIES OF BID	11
3.4.	BID PRICES.....	11
3.5.	PERFORMANCE BANK GUARANTEE	11
3.6.	BID VALIDITY	12
3.7.	CONSORTIUM.....	12
3.8.	AUTHORIZED SIGNATORY	12
3.9.	ALTERNATIVE BIDS	12
3.10.	INVOLVEMENT OF SUB-CONTRACTOR (S)	12
3.11.	BID PRICES AND DISCOUNT.....	12
3.12.	CONTENTS OF TENDER DOCUMENT	13
3.13.	BIDDER TO OBTAIN HIS OWN INFORMATION	13
3.14.	CLARIFICATION ON TENDER DOCUMENT	14
3.15.	AMENDMENT OF BIDDING DOCUMENT.....	14
3.16.	INSTRUCTION FOR BID PREPARATION.....	14
3.17.	GENERAL TENDER TERMS & CONDITIONS FOR E-PROCUREMENT.....	14
3.18.	CORRUPT PRACTICE	18
3.19.	CONFLICT OF INTEREST	19
3.20.	UNFAIR ADVANTAGE.....	19
3.21.	RIGHT OF PURCHASER TO ACCEPT OR REJECT BIDS	19
3.22.	BID EVALUATION.....	20
3.23.	AWARD OF CONTRACT.....	22
4.	TERMS AND CONDITIONS	23
4.1.	DEFINITION OF TERMS	23
4.2.	CONTRACT.....	23
4.3.	CONTRACT VALUE	23
4.4.	CONTRACT PERIOD	23
4.5.	IMPLEMENTATION PERIOD.....	23
4.6.	FALL BACK ARRANGEMENT.....	23
4.7.	HANDING OVER ON TERMINATION/ PROJECT COMPLETION:.....	24
4.8.	PERFORMANCE BANK GUARANTEE	24
4.9.	AGENCY TO INFORM HIMSELF FULLY	24
4.10.	CONTRACT DOCUMENTS	24
4.11.	CHANGE OF AREA/QUANTITY	25
4.12.	GRAFTS AND COMMISSIONS ETC.....	25
4.13.	SAFETY OF SYSTEM.....	25
4.14.	LIABILITY FOR ACCIDENTS AND DAMAGES	26
4.15.	MAINTENANCE OF FACILITIES AND PERSONNEL	26
4.16.	CONTRACT AGREEMENT	26
4.17.	LIQUIDATED DAMAGES AND PENALTY	27
4.18.	WARRANTY - DELETED	27

4.19. ADDITIONAL WARRANTY/FMS/AMC	27
4.20. TERMS OF PAYMENT	27
4.21. PROJECT SCHEDULE	27
4.21.4 DELETED	28
4.22. GOVERNING LAW AND DISPUTE RESOLUTION	28
4.23. CONDUCT OF AGENCY STAFF	28
4.24. LIEN	28
4.25. FORCE MAJEURE CONDITIONS.....	28
4.26. COMPLETENESS OF CONTRACT	28
4.27. <CLAUSE DELETED>	29
4.28. BANKRUPTCY.....	29
4.29. GUARANTEE AND REPLACEMENT OF DEFECTIVE/DAMAGED MATERIAL.....	29
4.30. FAILURE TO EXECUTE THE CONTRACT	29
4.31. EFFECTIVE RECOVERIES.....	29
5. QUALIFICATION REQUIREMENTS	30
5.1. PRE - QUALIFICATION CRITERIA FOR BIDDER	30
6. SCOPE OF WORK	33
7. SERVICE LEVEL AGREEMENT	56
8. PROPOSAL SUBMISSION FORMS	69
8.1 BID FORM.....	69
8.2 TECHNICAL PROPOSAL SUBMISSION SHEET	70
8.3 INFORMATION ABOUT THE BIDDER.....	71
8.4 FINANCIAL CAPABILITIES.....	72
8.5 BIDDER EXPERIENCE.....	73
8.6 TECHNICAL SPECIFICATIONS - DELETED	74
8.7 APPROACH AND METHODOLOGY	74
8.8 PERFORMA FOR NO DEVIATION DECLARATION	79
8.9 BIDDER'S AUTHORISATION CERTIFICATE.....	80
8.10 MANUFACTURER'S AUTHORIZATION - DELETED	81
8.11 SELF DECLARATION OF NO BLACKLISTING	81
9 APPENDIX A TO H	82-92

1. LETTER OF INVITATION TO BIDDERS

Tender no.	RFP No. CEIT/ITCSD/30/2025-26 dated 15.03.2026
Name of the Organization	Kerala State Electricity Board Limited (KSEBL)
Title of Services	Providing comprehensive Facility Management Services with AMC for the Data Centre, DR Centre and Wide Area Network of KSEBL

Dear Sir/Madam,

Kerala State Electricity Board Limited (KSEBL) invites bid from competent Agencies for “Providing Facility Management Services with AMC for the Data Centre, DR Centre and Wide Area Network of KSEBL”.

Mode of Bid Submission	Online through e-Tendering system at https://etenders.kerala.gov.in/ The details regarding the RFP process shall be available on the same. The eligible bidders should visit the website from time to time and get the status updates. All details uploaded on the website from time to time shall be deemed to have been provided to all the bidders.
The Purchaser's contact details	Chief Engineer (IT, CR & CAPs) 8 rd floor, Vidyuthi Bhavanam, Pattom, Thiruvananthapuram – 695 004 Phone: +91 471 2514654, 4502 Email: ceit@kseb.in
Probable Amount of Contract (PAC)	Rs. 15.54 Crore (Approx.)
Tender document fee (Non-refundable)	Rs.17,700/- (including GST)
Earnest Money Deposit	Rs. 5,00,000 (by online - of India Multi Option Payment System (SBI MOPS Gateway) only Total amount has to be made as (Rs.5,17,700/-) as a single payment through online payment (SBI MOPS Gateway)
Last date to send in requests for clarifications on the tender document	Refer https://etenders.kerala.gov.in/
Date and Time for Pre- Bid Conference	Refer https://etenders.kerala.gov.in/
Response to Pre-Bid Clarifications /Corrigendum	Refer https://etenders.kerala.gov.in/
Last date for submission of Bids	https://etenders.kerala.gov.in/
Opening of Pre-qualification Bids	https://etenders.kerala.gov.in/
Opening of Technical Bids	Refer https://etenders.kerala.gov.in/
Opening of commercial Bids	Refer https://etenders.kerala.gov.in/

The prospective bidder should have the necessary competence, adequate financial standing, sufficient experience, expertise as per Qualification Requirement detailed in this document.

Before bidding under this bid, in order to avoid non-responsiveness of bid, bidder should ensure that:

1. They are qualified as per qualification criteria mentioned in this document
2. The offered product and solution meets the technical requirement laid down in this document.

Scope of Work is detailed out in the subsequent sections of the RFP

You are invited to submit your proposal as per the attached RFP document.

Yours sincerely

Sd/-

Chief Engineer (IT, CR & CAPs),
KSEBL

2. INTRODUCTION

2.1. ABOUT KSEBL

KSEB Ltd. is a company incorporated under the Companies Act, 1956 and is fully owned by the Government of Kerala [Hereinafter KSEBL will be described as 'Purchaser']. It is engaged in generation, transmission and distribution of electricity within the State of Kerala. It is having an installed capacity to the tune of 2226.281 MW and is having a consumer base of around 1.3 Crores. Also it is having a span of 59946 Kms of HT lines and 285506 Kms of LT lines.

2.2 Background of the project

2.2.1 About R-APDRP Project

The Government of India in 10th Plan started Accelerated Power development and reforms program for reforms in distribution with following objectives:-

- Reduction of AT&C losses
- Bring about Commercial viability
- Reduce outages & interruptions
- Increase consumer satisfaction

Considering the need for continuity and to rein in the losses of the utilities, need was felt to continue the initiative of APDRP in 11th plan which was termed as R-APDRP. On review of the status and benefits achieved of APDRP, it was felt that to have sustainable distribution business, it is essential to give importance to IT enabling of the sector on an integrated platform. The IT platform shall assist in capturing and validating the energy and revenue model to gather in a transparent manner with accuracy.

Also, considering the difficulties of domain expertise in IT area of the utilities and the experiences the utilities had, it was considered necessary to prepare SRS template, which shall provide the IT infrastructure for drawing the baseline data while addressing the need of IT back bone in the area of distribution business process to capture the benefits of the investments on sustainable basis.

RAPDRP (Part A) had been implemented in total 43 towns of KSEBL to meet following objectives:

- a) Establishing base line data for accurate measurement of losses.
- b) Improving customer services which include projects for establishment of IT Infrastructure & deployment of Applications like Meter Data Acquisition, GIS based electrical asset mapping and consumer indexing, MIS, Energy Audit, Customer Care Services, Web self-service etc.

Under the RAPDRP (Part A) scheme, the following IT Infrastructure has been setup in KSEBL

1. Data Center as per tier-3 standards at Vyduthibhavanam, Thiruvananthapuram
2. Disaster Recovery Center at InfoPark, Cherthala
3. Centralized Call Center & Customer Care Centre with Toll-Free Number
4. Following software modules and systems:
 - Mail / Messaging System
 - Enterprise Management System and Network Management System

- Antivirus & Firewall System

5. Establishment of LAN, MPLS-VPN and other networking in all the identified towns of KSEBL

M/s KEPCO KDN was appointed as ITIA by KSEB, for establishment of IT Infrastructure & deployment of Applications. In addition to this, 5 years initial FMS activity had also been awarded to M/s KEPCO KDN under the existing contract. Subsequent to the above, a 5 year contract was further awarded to M/s KDN. The ongoing FMS contract is about to expire on 31.5.2026. The following are the brief scope of the FMS activities presently being carried out by KEPCO KDN: -

- Data Centre and Disaster Recovery Centre Management
- Server, Storage and Backup Management Services
- Operating System Administration / fine tuning
- Database Administration
- Network Management Services
- Mail Messaging Services
- WAN and LANs at all locations and Network service provider management
- Information Security services for DC, DR & WAN
- Application Software support and maintenance for bug fixing, updates, modifications and change requests
- System Software
- Anti-virus Support
- Help Desk Services
- Vendor Management and Maintenance Services
- Performance optimization of the entire IT Infrastructure

The Solution component mapping with business functions as implemented in RAPDRP is given below:

Software Applications/Modules	Solution Components
Consumers Commercial Database (CCDB)	PostgreSQL
Management Information System (MIS)	Jasper Server, PostgreSQL
Web Self Services	Apache, Tomcat 6, Java, PostGreSQL
GIS based integrated network analysis module (GIS/NA)	Zengeo Tool (Jboss), GeoServer, PRDC network analysis module, PostgreSQL
Centralized Customer Care Services (CCC)	Fluent Grid ET (Complaint Registration), E-Call (IVRS,IP Call), PostgreSQL
Asset Management, Maintenance Management	Ofbiz tool (Tomcat), PostgreSQL
Meter Data Acquisition System (MDAS)	Cassandra, ftp, PostgreSQL , Tomcat
Energy Audit (EA)	PostgreSQL, Jboss
Backup	HP DATA PROTECTOR (Version 9.8)
Mail Services	Novell Groupwise 2014 R2 (6.3 SP3_FinalBuild03DEC_32887), GWAVA Ver.6, Reload.5, Tomcat.6
Replication/Disaster Management Tool	Sanovi DRM
Single Sign-On System	Novell NetIQ iManager, Novell NetIQ Identity Manager, NetIQ IDM Provisioning, NetIQ Access Manager, NetIQ e-directory
Portal Server for SSO	PostgreSQL, Jboss
Monitoring Tools	HP Service Health Reporter, HP BSM, HP Sitescope, HP Storage Essentials, HP Network Node Manager, HP Service Manager

2.2.2 Implementation of Revamped Distribution Sector Scheme (RDSS)

The Central Government has approved the Revamped Distribution Sector Scheme- a Reforms-based and Results-linked Scheme with an outlay of Rs.3,03,758 crore over a period of five years from FY 2021-22 to FY 2025-26 with the objective to improve the quality, reliability and affordability of power supply to consumers through a financially sustainable and operationally efficient distribution sector. The Scheme aims to reduce the AT& C losses to pan-India levels of 12-15% and ACS-ARR gap to zero by 2024-25 by improving the operational efficiencies and financial sustainability of all DISCOMs/ Power Departments excluding Private Sector DISCOMs. DISCOMs/ Power Departments would be able to access funds under the Scheme for Pre-paid Smart Metering, System Metering and Distribution infrastructure works for loss reduction and modernization.

Under the above scheme, KSEBL currently implementing the following IT projects in order to carry out the revamping IT infrastructure along with software Application which were setup as part of implementation of RAPDRP and for enhancing the cyber security framework in the Organisation:

- Revamping IT infrastructure in the Data Centre and DR Centre
- Migration of MPLS WAN to SDWAN
- Setting up Security Operations Centre as part of KSEB Data Centre

The technology stack used for the implementation of the above projects is furnished as follows:

Hardware/software/services	Solution Components
Server clusters	Cisco UCSC-C240 Type 1: 2x32 Core Intel CPU, 512GB RAM Type 2: 2x48 Core Intel CPU, 1TB RAM Type 3: 2x32 Core AMD CPU, 512GB RAM
Hypervisors	Digital Infrastructure Cluster – RedHat Openshit Cloud infrastructure for critical workload- Proxmox Cloud infrastructure for normal workload- Proxmox Cloud Infrastructure for DMZ- Proxmox
DC/DR Core Network	Spine-Leaf Network, Access/Backbone Switches, Board Leaf Switches Spine Switch: Cisco N9K-C93600CD-GX Leaf Switch: Cisco 9K-C93180YC-FX3 Boarder Leaf Switch: Cisco N9K-C93180YC-FX3 WAN Access/BB Switch: Cisco N9K-C93180YC-FX3H Fabric Manager: Cisco UCSC-C220-M7S
SAN	1. NetApp ASA 800 with 550 TB / 200TB usable 2. Huawei 5500 with 500TB usable
SAN Switch	Cisco DS-C9148V, 48x32Gbps
NLSAS	NetApp FAS2820 – 100TB usable
Backup Solution	VEEAM Kasten Enterprise with VM/container licenses
Tape library	Quantum Dxi T-120 with 2xLTO9 drives
FMS/NMS	Motadata Enterprise
Mail Messaging System	Zextras Carbonio
SD WAN Solution	1. SDWAN Controller/Orchestrator/Manager – Fortigate FortiManager VM-Series 2. Headend/Hub/Gateway- FortiGate - FG-400F 3. Monitoring/Dashboard- FortiAnalyzer 4. WAN Aggregation Switch- Fortigate FS424E 5. SDWAN Edge/Brach Router- Fortigate FG-50G 6. L2 Switch in filed offices- Fortigate FS124F
Security Operations Centre at DC	SIEM, UEBA – M/s Insparc SOAR, NDR, TIPS – M/s Fortinet

Implementation of the above projects are nearing completion.

3. INSTRUCTION TO BIDDERS

3.1. COST OF BIDDING

- 3.1.1. The Bidder shall bear all costs associated with the preparation and submission of the Bid and any subsequent events/activities related to this Tender. The Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3.2. LANGUAGES OF BID

- 3.2.1. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

3.3. CURRENCIES OF BID

- 3.3.1. Bidders may express their bid price in Indian Rupees only. Price Bid in any currency other than INR will be treated as non-responsive and hence will be rejected.

3.4. BID PRICES

- 3.4.1. Unless otherwise specified in the Scope of Work, Bidders shall quote for the entire Services on a Single Responsibility such that the total Bid price covers all the obligations of the Bidder mentioned in or to be reasonably inferred from the Tender Document in respect of providing the product/services. This includes all requirements under the Bidders responsibilities for successful completion of the Project as per Scope of Work and, where so required by the Tender Document, as specified in the Tender Document, all in accordance with the requirements of the General Conditions of Contract and Special Conditions of Contract.
- 3.4.2. Bidders are required to quote the price for the technical, commercial and contractual obligations outlined in the Tender Document.
- 3.4.3. Bidders shall give a break-up of the prices in the manner and detail as asked for in the Price Bid form online in e-Procurement Portal failing which the Purchaser shall reserve the right to assume/extrapolate the prices for the item/services for which the price has not been quoted and the same will be binding on the Bidders. Responsibility for including all applicable taxes, duties and levies in the Bid lie with the Bidder and the Purchaser shall not be responsible for any error/omission on the part of the Bidder.
- 3.4.4. The taxes, duties and levies shall be indicated by the Bidder in the Price Bid form online in e-tender Portal shall be quoted. Variation in applicable tax rates shall be borne by the KSEBL.
- 3.4.5. The prices/rates quoted by the Bidder shall remain firm (fixed) during the entire Contract Period and shall not be subject to any escalation/variation on any account, unless otherwise explicitly provided. A Bid submitted with an adjustable/variable price quotation will be treated as non-responsive and hence will be rejected.

3.5. PERFORMANCE BANK GUARANTEE

- 3.5.1. The successful Bidder shall furnish the performance security equal to 10% (Ten percent) of Total Contract Value after issue of LoA. The PBG should be only in form of a Bank Guarantee issued by any nationalized bank/scheduled bank within 15 calendar days of the receipt of notification of award (LoA) from the Purchaser. The Performance Bank Guarantee in the form of Bank Guarantee as per the format given in this RFP.

- 3.5.2. PBG shall remain valid for full contract period and with a claim period of another ninety (90) calendar days. No interest shall be paid by the Purchaser on the Bid Security deposited by the Bidder.
- 3.5.3. Failure of the successful Bidder to comply with the requirement of Clause 3.5.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event KSEBL may blacklist the successful bidder and award the contract to the next best value bidder or call for new proposals from the interested bidders.

3.6. BID VALIDITY

- 3.6.1. Bids submitted by Bidders shall remain valid for acceptance for one hundred and eighty (180) calendar days from the next day of the last date of Bid submission. A Bid valid for a shorter period may be rejected by the Purchaser as being non-responsive.
- 3.6.2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the Bid validity period. The request and responses there to shall be made in writing. If a Bidder accepts to prolong the period of validity, the Bid Security shall also be suitably extended. A Bidder may refuse such request which will not lead to forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify its Bid.

3.7. CONSORTIUM

- 3.7.1. This bidding process is open to all the vendors who meet the eligibility criteria as per Section 6.
- 3.7.2. The Bid shall be submitted by only the sole Bidder; no consortium is allowed in this Bid.

3.8. AUTHORIZED SIGNATORY

- 3.8.1. The bid must contain the name, address and place of business of the Bidder and must be digitally signed and sealed by the designated Authorized Representative of the Bidder. The name of such person should also be typed or printed below the signature.
- 3.8.2. Bids by company must be signed by the Authorized representative of the Bidder with the legal name of the company.
- 3.8.3. Satisfactory evidence of authority (Power of Attorney) of the person signing on behalf of the Bidder shall be furnished with the bid.
- 3.8.4. The Bidder's name stated on the proposal shall be exact legal name of the firm.
- 3.8.5. Bids not conforming to the above requirements of signing shall be disqualified.

3.9. ALTERNATIVE BIDS

- 3.9.1. Alternative Price bids shall be rejected.

3.10. INVOLVEMENT OF SUB-CONTRACTOR (S)

- 3.10.1. Where the Bidder expects to sub-contract a part of the specified Scope of Work, the same must be clearly stated in the Bid, describing the work to be sub-contracted, the reasons for sub-contracting and the details of the Sub-contractor, including previous work done by the Sub-contractor in similar area. If the Bidder had not envisaged involvement of any Sub-contractor while bidding, but desires to do so during project execution, the Bidder must first get this approved by the Purchaser in writing, giving necessary details.

3.11. BID PRICES AND DISCOUNT

The prices quoted by the Bidder shall conform to the requirements specified below:

- 3.11.1. Prices quoted by the Bidder must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward revision.
- 3.11.2. If an item is required to complete the scope/services envisaged in this RFP not listed in the BoQ, price for the same shall be assumed to be included by the bidder in the prices of other items. Same item, as and when required, Bidder will provide "free of cost" to the Purchaser.
- 3.11.3. The bidders are advised not to indicate any separate discount. Discount, if any, should be accounted for in the quoted prices. Discount of any type, indicated separately will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering the separate discount, is found to be the lowest, the Purchaser shall avail such discount at the time of award of contract.
- 3.11.4. Bidders should note that any conditional discount will not be considered.

3.12. CONTENTS OF TENDER DOCUMENT

- 3.12.1. The product and services required, bidding procedures, contract terms, Technical Requirements and Functional Requirements are prescribed in the Tender Document. Bidders are expected to examine all instructions, terms & conditions, specifications, annexure, forms and other information in the Tender Document. Failure to furnish any or all information as required or submit a Bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the Bid.

3.13. BIDDER TO OBTAIN HIS OWN INFORMATION

- 3.13.1. The Bidder shall for all purposes deemed to have independently obtained all necessary information for the purpose of preparing his Bid. The correctness of the details given in the Tender Document is for guideline information only, to help the Bidder prepare his Bid. The Bidder shall be deemed to have visited the Site and familiarized themselves thoroughly with the site conditions before submitting the Bid. The cost of visiting the sites shall be borne by the Bidder. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not providing services in strict conformity with scope and special conditions of the contract.
- 3.13.2. The Bidder shall be deemed to have examined the Tender Document and to have obtained his own information in all matters whatsoever that might influence carrying out the proposal at the scheduled rates and satisfied himself to the sufficiency of his Bid. Any error in description or quantity or omission there from shall not vitiate the Contract or release the Bidder from executing the Project comprised in the Contract according to the Scope of Work and specifications at scheduled rates. He is deemed to know the scope, nature and magnitude of the work involved in the Project.
- 3.13.3. The Bidder shall be deemed to have visited the sites and offices, to have satisfied himself to the nature of all existing business processes and also as to the nature and the conditions of available facilities and communications and possible interruptions there to the access and egress from sites and to have made enquiries, examined satisfied himself of the sites in respect to requirements for executing the Project and to have made local independent enquiries on all matters affecting the Contract. Bidder is deemed to have acquainted himself his liability for payment of statutory taxes, duties, levies, customs and other charges.
- 3.13.4. Any neglect or failure on part of the Bidder in obtaining necessary and reliable information or issues or any other matters affecting the Contract shall not relieve him from any risks or liabilities or the entire responsibility for executing the Contract at the scheduled rates and time in strict accordance with the Contract Agreement.
- 3.13.5. Any change in sites conditions or technological requirement shall be binding on the Bidder and no extra claim on this account shall be entertained.

- 3.13.6. The verbal agreement or inference from conversation with any employee of the Purchaser before, during or after the execution of the Contract Agreement shall not in any way affect or modify the terms and obligations herein contained.

3.14. CLARIFICATION ON TENDER DOCUMENT

- 3.14.1. Bidders requiring any clarification on the Tender Document may notify the Purchaser (at its postal/e-mail address given) in writing not later than two (2) calendar days before the date of pre-bid conference.
- 3.14.2. Except for responses to request for any clarifications on the Bid, the Bidder shall not contact the Purchaser by any means for any matter related to this Bid from the time of submission of the Bid until the Contract is awarded to and accepted by the Successful Bidder.
- 3.14.3. If deemed fit, written copies of the Purchaser's response (including explanation of queries without identifying its source) will be uploaded in e-procurement portal.

3.15. AMENDMENT OF BIDDING DOCUMENT

- 3.15.1. At any time prior to the deadline for submission of the Bids, Purchaser may modify the Tender Document by issue of an addendum/corrigendum.
- 3.15.2. In addition, Purchaser may issue addendum/corrigendum to the Tender Document to make/reflect amendment(s) in terms & condition or Scope of Work specified in this Tender Document.
- 3.15.3. Any such addendum/corrigendum will be made available at the e-tender website (<https://etenders.kerala.gov.in>). No separate other communication in this regard shall be made with any Bidder. It will be the responsibility of the Bidder to regularly visit the website to keep themselves updated on such changes.
- 3.15.4. No clarification obtained through verbal communication by the Bidders from any officer, agent or employee of the Purchaser or any staff of the Project Management Agency will be deemed as addendum/corrigendum to the Tender document.
- 3.15.5. The purchaser, at its discretion for any reason whether at its own initiative or in response to a clarification requested by a bidder may add, modify or remove any element of the Items (including hardware, software, networking etc.) or any component of Related Service entirely or any part thereof from the bid document till the deadline for submission of the Bids.
- 3.15.6. In order to provide Bidders reasonable time to take the addendum/corrigendum into account in preparing their bids, the Purchaser may, at its own discretion, extend the last date of Bid submission. In such an event, Bidders shall not be entitled to any compensation, in any form whatsoever.

3.16. INSTRUCTION FOR BID PREPARATION

- 3.16.1. The Bidders are advised to upload their Bids complete in all respect in the e-tender website. The Bidder shall upload a comprehensive list of attached forms/declarations/certificates etc. in response to Tender Document.

3.17. GENERAL TENDER TERMS & CONDITIONS FOR E-PROCUREMENT

This is an e-Tender and is being published online. The tender is invited in three cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in.

3.17.1. Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or 0484-2336006, 2332262 or 0497-2764788, 2764188 or 0483-273294 or through email: etendershelp@kerala.gov.in or helpetender@gmail.com for assistance in this regard.

3.17.2. Online Tender Process:

The tender process shall consist of the following stages:

- a) Downloading of tender document: Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- b) Publishing of Corrigendum: All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
- c) Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- d) Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- e) Opening of Financial Bids: Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

3.17.3. Documents Comprising Bid:

- a) The First Stage (Pre-Qualification and Technical Cover):

Pre-Qualification or Technical proposal shall contain the scanned copies of the all the forms and supporting document including the technical proposal.

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

Cover I-

- The copy of agreement as per Appendix –D of the RFP in Kerala Stamp Paper worth Rs.200/-

Cover II - Conditions of Contract in Single pdf file:-

- Signed tender document
- Scanned copy of all proof of documents/certificates of eligibility criteria/evaluation documents as mentioned in the RFP, along with technical proposal and all other document mentioned elsewhere in the bid as a single PDF.

Bidders shall take special care to ensure that the scanned copy of uploaded shall be clear & legible. Furnishing multiple copies of documents like Purchase Order shall be avoided.

b) The Second Stage (Financial Cover)

The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Cover-III- Price Bid (Part - III):

- BOQ (Price Bid)
- Bid Form (as per the format given in Section 8.1)

3.17.4. Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay, a tender document fees and Earnest Money Deposit as specified in the NIT. The EMD is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

Online Payment modes: The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system. State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in eProcurement System.

A) Internet Banking Options (Retail)

- | | |
|--------------------------------------|---|
| 1 Allahabad Bank | 32 Kotak Mahindra Bank |
| 2 Axis Bank | 33 Lakshmi Vilas Bank |
| 3 Andhra Bank | 34 Mehsana Urban Co-op Bank |
| 4 Bandan Bank | 35 NKGSB Co-operative Bank |
| 5 Bank of Bahrain and Kuwait | 36 Oriental Bank of Commerce |
| 6 Bank of Baroda | 37 Punjab and Maharashtra Cooperative Bank |
| 7 Bank of India | 38 Punjab National Bank |
| 8 Bank of Maharashtra | 39 Punjab and Sind Bank |
| 9 Bassein Catholic Co-operative Bank | 40 RBL Bank |
| 10 BNP Paribas | 41 Saraswat Cooperative Bank |
| 11 Canara Bank | 42 ShamraoVithal Cooperative Bank |
| 12 Catholic Syrian Bank | 43 South Indian Bank |
| 13 Central Bank of India | 44 Standard Chartered Bank |
| 14 City Union Bank | 45 State Bank of India |
| 15 Corporation Bank | 46 Syndicate Bank |
| 16 Cosmos Bank | 47 Tamilnadu Mercantile Bank |
| 17 DCB Bank | 48 Tamilnadu Cooperative Bank |
| 18 Dena Bank | 49 The Kalyan Janata Sahakari Bank |
| 19 Deutsche Bank | 50 TJSB Bank (Erstwhile Thane Janata Sahakari Bank) |
| 20 Dhanalaxmi Bank | 51 UCO Bank |
| 21 Federal Bank | 52 Union Bank of India |

- | | | | |
|----|----------------------|----|----------------------|
| 22 | HDFC Bank | 53 | United Bank of India |
| 23 | ICICI Bank | 54 | Vijaya Bank |
| 24 | IDBI Bank | 55 | YES Bank |
| 25 | Indian Bank | | |
| 26 | Indian Overseas Bank | | |
| 27 | IndusInd Bank | | |
| 28 | Jammu & Kashmir Bank | | |
| 29 | Janata Sahakari Bank | | |
| 30 | Karnataka Bank | | |
| 31 | KarurVysya Bank | | |

B) Internet Banking Options (Corporate)

- | | | | |
|----|-------------------------|----|-----------------------------------|
| 1 | Bank of Baroda | 21 | Laxmi Vilas Bank |
| 2 | Bank of India | 22 | Oriental Bank of Commerce |
| 3 | Bank of Maharashtra | 23 | Punjab & Maharashtra Coop Bank |
| 4 | BNP Paribas | 24 | Punjab & Sind Bank |
| 5 | Canara Bank | 25 | Punjab National Bank |
| 6 | Catholic Syrian Bank | 26 | RBL Bank |
| 7 | City Union Bank | 27 | ShamraoViththal Co-operative Bank |
| 8 | Corporation Bank | 28 | South Indian Bank |
| 9 | Cosmos Bank | 29 | State Bank of India |
| 10 | Deutsche Bank | 30 | Syndicate Bank |
| 11 | Development Credit Bank | 31 | UCO Bank |
| 12 | Dhanalaxmi Bank | 32 | Union Bank of India |
| 13 | Federal Bank | 33 | UPPCL |
| 14 | HDFC Bank | 34 | Vijaya Bank |
| 15 | ICICI Bank | 35 | Axis Bank |
| 16 | Indian Overseas Bank | | |
| 17 | JantaSahakari Bank | | |
| 18 | Jammu & Kashmir Bank | | |
| 19 | KarurVysya Bank | | |
| 20 | Kotak Bank | | |

During the online bid submission process, bidder shall select SBI MOPS option and submit the page, to view the Terms and Conditions page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely SBI and Other Banks¹ will be shown. Here, Bidder may proceed as per below:

- 1) SBI Account Holders shall click SBI option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.

¹Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-

Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.

- 2) Other Bank Account Holders may click Other Banks option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

3.17.5. Submission process:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD.

It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

3.17.6. Authentication of Bid

The response bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A letter of authorization shall be supported by a written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

3.17.7. Validation of interlineations in Bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

3.18. CORRUPT PRACTICE

3.18.1. The Purchaser requires bidders, SI, and contractors to observe the highest standard of ethics during the execution of such contracts.

3.18.2. The following definitions apply:

- Corrupt practice means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract.
- Fraudulent practice means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
- Collusive practices means a scheme or arrangement between two or more bidders, with or without the knowledge of the KSEBL, designed to influence the action of any party in a procurement process or the execution of a contract.
- Coercive practices means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

3.18.3. The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent collusive or coercive practices in competing for the Contract.

3.18.4. The Purchaser will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in projects if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a KSEBL contract.

3.18.5. Furthermore, Bidders shall be aware of the provision stated in clause 4.6 Termination of Contract.

3.19.CONFLICT OF INTEREST

- 3.19.1. Bidder shall hold KSEBL's interest paramount, without any consideration for future work and strictly avoid conflict with other assignment or their own corporate interest.
- 3.19.2. Bidder should not be engaged in any such business (excluding any work assigned to them by KSEBL) which has conflict of interest with the project for which the bids are being submitted.
- 3.19.3. KSEBL considers a conflict of interest to be a situation in which a party has interests that could 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 in this bidding process if, including but not limited to:
- a. Receive or have received any direct or indirect subsidy from any of them; or have common controlling shareholders, or
 - b. Have the same legal representative for purposes of this Bid, or
 - c. 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, or
 - d. Influence the decisions of the KSEBL regarding this bidding process, or
 - e. Bidder participates in more than one bid in this bidding process. Participation in more than one Bid will result in the disqualification of all Bids in which it is involved.
 - f. Bidder gets associated as a Consultant/Advisor/Third party independent evaluating agency with any of the agencies taking part in the bid process.
 - g. Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the Bidder fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

3.20.UNFAIR ADVANTAGE

- 3.20.1. If a Bidder could derive a competitive advantage from having provided IT Services/Assignment/Job related to the Assignment/Job in question and which is not defined as conflict of interest as per clause 3.17 above, the Employer shall make available to all Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

3.21.RIGHT OF PURCHASER TO ACCEPT OR REJECT BIDS

- 3.21.1. The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.
- 3.21.2. The right to accept the Bids in response to this Tender Document will rest with the Purchaser. The Purchaser further does not bind himself to accept the Bid with highest Final Score and reserves the authority to reject any or all the Bids received without assigning any reason whatsoever.
- 3.21.3. The Purchaser reserves to himself the right to accept Bids in respect of all items, any one item or part of an item, and the acceptance thereof shall be deemed as sufficient notice of the exercise of such right. The Bid shall thereafter be for the quantity so accepted which will form the Contract.

- 3.21.4. Bid in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable to be rejected. The decision of the Purchaser in respect of the above shall be final and binding on the Bidder.
- 3.21.5. Canvassing in connection with Bid is strictly prohibited. The submitted Bid of the Bidder who resorts to canvassing is liable to be rejected. Bid containing uncalled remarks or any additional conditions are liable to be rejected.
- 3.21.6. The Bid uploaded may be rejected in the following, but not limited to, circumstances:
- Any Bid received by the Purchaser after last date and time of Bid submission as stated in the Bid Datasheet, or
 - Any Bid submitted in hardcopy or fax or e-mail, or
 - Any Bid mentioning deviations from the Scope of Work and terms & conditions as mentioned in this Tender Document, or
 - Any Bid which does not have necessary information strictly in a prescribed formats (Forms or Annexure provided in the Tender Document), or
 - Any Bid quoting prices for any or all the items in the format not strictly as per Price Bid (merging of prices of various items into one is not permitted), or
 - Any Bid quoting prices in the currency other than Indian Rupee, or
 - Any Bid not accompanied by proper authorization from OEM/Product Vendor allowing Implementation Partner to quote in response to this Tender Document, or
 - Any Bid containing credentials which were found to be misleading/false based on verification by the Purchaser, or
 - Any Bidder who conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in the bid, in any manner whatsoever, in order to create circumstances for the acceptance of the bid, or
 - Any Bidder who found to have indulged in any corrupt or fraudulent practice or in any practice, which is not in conformity with the highest ethical standards.
- 3.21.7. Apart from above, the Purchaser reserves the right to reject any or all Bids without citing any reason if deemed in the best interest of the Purchaser to do so.

3.22. BID EVALUATION

3.22.1. Confidentiality

- Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.
- Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

3.22.2. Clarification of Bids

- During bid evaluation, KSEBL may, at its discretion and if so required, ask the bidders for any clarification in support of their compliance to stipulated Qualifying Requirements or any other matter related to its bid. The request for clarification required from the bidder and the response there to shall be in writing and shall be delivered by email/fax.
- No change in the price or substance of the Bid shall be sought, offered or permitted except to confirm the correction of arithmetical errors discovered by the Purchaser in the evaluation of the Bids.

3.22.3. Determination of responsiveness

- The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether power of attorney of signatory of the bid has been submitted, whether the documents

have been properly signed and whether the bids are generally in order and substantially responsive to the requirements of the bidding documents.

- b. Any material information/data/document required to be submitted by the bidders as per provisions of bidding documents, if not submitted by the bidder, may render the bid to be non-responsive provided such information/data/documents is such that it may adversely affect the evaluation.
- c. The Purchaser may waive any minor infirmity, non-conformity or irregularity in a bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any bidder, as a result of the technical and commercial evaluation.
- d. If a bid is not substantially responsive to the requirements of the bidding documents, it may be rejected by KSEBL and the same cannot subsequently be made responsive by the bidder by correction.

3.22.4. Correction of arithmetical errors in price bid

- a. Arithmetical errors will be corrected at the time of evaluation of Price bid and the corrected figure will be considered as evaluated bid price. The corrections in the bid price shall be done as per the provisions of this clause and shall be binding on the bidder. If the bidder does not accept the correction of errors as per the provisions of this clause, his/her bid will be rejected and the bid security will be forfeited.
- b. If there is a discrepancy between the product of unit price and quantity and the total price, the product of unit price and quantity will prevail and the total price will be corrected. If there is discrepancy between summation of subtotals and total price, the summation of subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figure, the amount in words will prevail. In case unit price or quantity or both are not filled in against any item, it will be treated as zero and will be assumed that the Bidder has absorbed the cost elsewhere in the Price Bid.

3.22.5. Pre-qualification and Technical Evaluation of the Bidders

- a. Qualification Requirement- Each bid shall be evaluated to ascertain the qualification of bidder with respect to the requirements laid down in this RFP.
- b. Availability for No-Deviation Certificate. If any deviation is found, the bid shall be declared as non-responsive.
- c. Technical details and proposals submitted by the bidders shall be critically examined in line with objectives & scope of work mainly but not limited to the following criteria:
 - Schematic diagram showing all the modules & components of the systems covered in the specification and integration with existing systems.
 - Description of the technical solution for achieving the integrations as shown in the above schematic diagram.
 - Compliance to the Technical Specifications.
 - Compliance to the proposed solution as per the RFP along with the equipment OEM & Model and Versions.
 - Adherence with the time period as per schedule of deliveries defined in the RFP along with the work break down schedule.

As part of the Pre-Qualification and Technical Evaluation, bidders may be called for a technical presentation if KSEBL desire. Accordingly the shortlisted vendors shall be communicated the date and venue details of the technical presentation.

3.22.6. Financial Bid Evaluation

- a. Only those Bidders who qualify the Qualification Requirements and Technical Evaluation shall be considered for Financial (Price Bid) evaluation.

- b. The Financial Bids which are opened shall be evaluated and the bidders whose total quote is the lowest shall be ranked as L1 bidder.
- c. The Purchaser will correct arithmetical errors during evaluation of Financial Bids.
- d. Except as provided in clauses 3.22.4 herein above, Tendering Authority shall reject the Price Proposal if the same contains any other computational or arithmetic discrepancy or error.
- e. The bids will be evaluated and awarded as per the evaluation criteria that "The Bidders having lowest financial quote during Financial Bid Evaluation shall be considered as the L1 Bidders".

3.23.AWARD OF CONTRACT

- 3.23.1. The Purchaser will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid as per the evaluation methodology of this document provided further that the bidder is determined to be qualified to perform the Contract satisfactorily. The Purchaser shall be the sole judge in this regard.
- 3.23.2. For the purpose of determining the capability and capacity of the bidder to perform the Contract, the Purchaser reserves the right to verify the authenticity of the documents submitted by the bidder for meeting the qualification requirements and may undertake verification of the manufacturing facilities available with the bidder
- 3.23.3. After approval of bid evaluation by KSEBL, the successful bidder may be invited for pre-award discussions. After pre-award discussions and prior to the expiry of the period of bid validity, KSEBL will notify the successful bidder in writing by registered letter or by email or fax that his/her bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'Letter of Intent' or LoI) shall name the sum which KSEBL will pay to the Contractor in consideration of the execution and completion of the scope of work by the successful bidder as prescribed under this tender document.
- 3.23.4. Within seven (7) days of receipt of the LoA, the successful bidder shall sign and return one (1) copy of the same to KSEBL as acknowledgment of acceptance of the same.
- 3.23.5. Within fourteen (14) Days of receipt of LoA the Successful Bidder shall submit the Performance Bank Guarantee (10% of Contract Value) and Also the Contract Copy. If the Successful Bidder fails to sign the Contract Agreement within the specified time limit, the Bid Security(EMD) will be forfeited and the Purchaser will have right to cancel the LoA .
- 3.23.6. After the submission of the PBG and Contract Copy KSEBL will Issue the Detailed Work Award to the Preferred Bidder.
- 3.23.7. If the bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in the bid, in any manner whatsoever, in order to create circumstances for the acceptance of the bid, the purchaser reserves the right to reject such bid and/or cancel the LoA, if issued.

4. TERMS AND CONDITIONS

The Terms and Conditions of the contract shall prevail and shall be binding on the Agency and any change or variation expressed or impressed howsoever made shall be in operative unless expressly sanctioned by the KSEBL. The Bidder shall be deemed to have fully informed himself and to have specific knowledge of the provisions under terms and Conditions of this Tender Document mentioned hereunder:

4.1. DEFINITION OF TERMS

- 4.1.1. In constructing these general conditions and the annexed specification, the following words shall have the meaning here in assigned to them unless there is anything in the subject of context inconsistent with such construction. KSEBL shall mean the KERALA STATE ELECTRICITY BOARD LIMITED or KSEBL or Purchaser, represented by Chief Engineer (IT, CR& CAPs) and shall include their legal personal representative, successors and assignees.
- 4.1.2. Bidder may be specified as a 'company'
- 4.1.3. The "Agency / Contractor / successful bidder" shall mean the Bidder whose Bid has been accepted by KSEBL and shall include its heirs, legal representative, successors and assignees approved by the KSEBL.
- 4.1.4. The "Chief Engineer (IT, CR& CAPs)" shall mean the Chief Engineer (IT, CR& CAPs), KSEBL.

4.2. CONTRACT

After the selection of successful bidder KSEBL will issue Work order. Accordingly the contract agreement with BG has to be executed by the successful bidder.

4.3. CONTRACT VALUE

Contract Value shall be termed as total order value as quoted / accepted by the Successful Bidder in the Financial Bid.

4.4. CONTRACT PERIOD

The contract will be initially valid for a period of 3 years. The bidder is liable to provide extended FMS and AMC services for a further period of two years, if KSEB desires so at that point of time.

4.5. IMPLEMENTATION PERIOD

Deleted

4.6. FALL BACK ARRANGEMENT

- 4.6.1. In the event of failure of the Agency to fulfill its obligations, duties and responsibilities as per the terms & conditions of the Contract, KSEBL shall have the right, at any time to resort to fall back arrangement. Under such arrangement, KSEBL shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the Contract and can recover from the BGs & other holding of agency with utility, the losses suffered due to such failure. If the BGs & other holding of agency is insufficient, the Agency shall pay the difference to KSEBL failing which KSEBL shall have right to recover the sum through legal or other means.
- 4.6.2. KSEBL shall have the right in such circumstances to manage the system itself after taking charge of the facilities as above or through any other agency as it may deem fit and no claim of Agency for compensation in this respect shall be entered.

- 4.6.3. KSEBL shall have the right in such circumstances to blacklist/bar/disqualify the Agency from submission of Bid to the any Utility(s) at least for three years.

4.7. HANDING OVER ON TERMINATION/ PROJECT COMPLETION:

- 4.7.1. The Contract shall require the Agency to cooperate in handing back the facilities to KSEBL after termination of Contract/Project Completion.
- 4.7.2. In the event of termination or expiry of contract, the bidder shall be responsible for the transition activities to be completed across a transition period of as decided by utility (within the contract period). These activities shall also be applicable in case of reduction in scope of services if applicable. The successful bidder shall provide knowledge transfer to operations team through training sessions, workshop, discussion sessions and response to queries. The bidder should ensure that its team has handed over administration rights/passwords to the new operations team and KSEBL IT team.
- 4.7.3. In case KSEBL observes the lack of willingness to manage transitions / sharing of information or lack of support from Service Provider end (selected through this RFP), KSEBL shall have absolute discretion to levy severe penalties and deduct the amount from performance bank guarantee.

4.8. PERFORMANCE BANK GUARANTEE

- 4.8.1. Bidder has to furnish bank guarantee for 10% of the total contract value with a validity period of 3 years and 3 months from the date of LoA
- 4.8.2. A Performance Bank Guarantee equivalent to 10% (Ten Percent) of the respective Contract value shall be furnished by the Successful Bidder within 14 days of receipt of LOA from KSEBL. An unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of GCC. The said bank guarantee shall be initially valid up to ninety (90) days after expiry of the contract Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period.
- 4.8.3. The Bank guarantee in the prescribed format must be from the branch of any Nationalized/Scheduled Bank. The Agency may furnish Bank Guarantee on stamp paper of Kerala state and shall furnish a certificate of Banker that the stamp duty has been paid as per prevailing rules of that Kerala State.

4.9. AGENCY TO INFORM HIMSELF FULLY

The Contract shall be considered to have come into force from the date of its signing. The contractor shall be deemed to have carefully examined the Tender document including General Conditions, specifications and schedules. Also it shall deemed to have satisfied himself with the nature and character of the work to be executed and where necessary, of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the KSEBL or the Engineer shall not in any way relieve the contractor from his responsibility for the supplying of the Infrastructure, hardware, software and other equipment and executing the work in terms of the contract including all details and incidental works and supply all accessories or apparatus which may not have been specifically mentioned in the contract but necessary for ensuring complete erection and safe and efficient working of the equipment.

4.10.CONTRACT DOCUMENTS

- 4.10.1. The order placed under this Tender document shall be governed by the terms and conditions as incorporated in this Tender document and as given in the detailed work order. The terms and

conditions as specified in this Tender document if differ from the terms indicated in the detailed work order the later shall prevail.

- 4.10.2. For all purposes, the contract will be construed as per the prevailing laws of India and in case of dispute, the civil courts at Thiruvananthapuram will have exclusive jurisdiction. For the due fulfillment of the contract, the Agency shall execute the Contract in the prescribed form, in prescribed number of copies on Kerala State Non-judicial stamp paper bearing stamp duty as applicable. The expenses of completing and stamping the Contract shall be borne by the Contractor. Such Contract shall be executed and signed by the authorized signatory of the Agency on each page thereof.
- 4.10.3. Such complete agreement form along with the contract documents together with a “Power of Attorney” in favour of the Executants shall be required to be returned to the KSEBL within a period of 15 days from the receipt of order duly signed on each page. One copy of the executed agreement duly signed by the KSEBL shall be sent to the supplier for his reference.
- 4.10.4. The contract documents shall mean and include the following: -
- a. Contract agreement.
 - b. Notice Inviting Tender
 - c. Complete Tender document including its amendments if any.
 - d. Bid submitted by bidder.
 - e. BID SECURITY
 - f. Letter of Intent and its acknowledgement
 - g. Security Deposit/ Performance Guarantees.
 - h. Detailed Work order & its annexure.
 - i. Addenda that may hereafter be issued by the KSEBL to the Agency in the form of letter and covering letters and schedule of prices as agreed between the Agency and the KSEBL.
 - j. The agreements to be entered as per Tender Document.
 - k. Requisite Power of Attorney in favour of the authorized signatory of the Bidder.

4.11. CHANGE OF AREA/QUANTITY

- 4.11.1. Change of Quantity - The quantities set out in the bid are only tentative and estimated quantities of work. They are not to be taken as the actual and correct quantities of the work to be executed by the contractor in the fulfilment of his obligations under the contract. It is clarified that the quantity variation of particular item of final BOQ shall be allowed on the awarded unit rates of particular item after adjudging the requirement.
- 4.11.2. KSEBL reserves the right to increase or decrease the quantities of items as may be necessary, at the time of award of contract.

4.12. GRAFTS AND COMMISSIONS ETC.

- 4.12.1. Any gift, commission, or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the Utility, shall be, in addition to any criminal liability which it may incur, subject of any loss or damage to the utility resulting from any cancellation. The utility shall then be entitled to deduct the amount so payable from any moneys otherwise due to the Agency under the contract.

4.13. SAFETY OF SYSTEM

- 4.13.1. The Agency shall be fully responsible for upkeep, operation, maintenance, security and safety of infrastructure, hardware, software, documents, data and other documents and records transferred to it and developed later. These documents and records shall be maintained in updated condition and handed over back to KSEBL.

4.14. LIABILITY FOR ACCIDENTS AND DAMAGES

- 4.14.1. The Agency shall be liable for and shall indemnify the KSEBL in respect of any injury to person or damage to property resulting from the negligence of the Agency or his workman or from defective work or from any other acts related to this contract.
- 4.14.2. The Agency will indemnify and save harmless the KSEBL against all actions, suits, claims, demands, costs, or expenses arising in connection with injuries (other than such as may be attributable to the KSEBL or his employees) suffered prior to the date when the work shall have been taken over hereof by persons employed by the contractor on the work, whether at common law or under the workman's compensation Act-1923 or any other statute in force at the date of contract relating to the question of the liability of employees for injuries suffered by employees and will if called upon to do so take out the necessary policy or policies of insurances to cover such indemnity.
- 4.14.3. The Agency shall insure against such liabilities with an insurer approved by the KSEBL and shall continue such insurance, during the whole of the time that any person(s) are employed by him on the works and shall when required produce to the KSEBL, such policy of insurance and the receipt for payment of the current premium.

4.15. MAINTENANCE OF FACILITIES AND PERSONNEL

PERSONNEL

- 4.15.1. The Agency shall deploy exclusive supervisory and other personnel for efficient management of the work under contract apart from the personnel specified in the scope of work. However this contract is on service model, Agency shall be responsible for smooth & timely execution of work by appointing sufficient number of manpower.
- 4.15.2. Manager or an alternate shall be available for communication during 9 am to 7 pm.
- 4.15.3. Agency shall not change the Manager/nodal officer, provided that he has not left the service.
- 4.15.4. Contractor shall change the Manager/Nodal Officer with prior intimation to KSEBL.
- 4.15.5. Agency shall issue identification cards (ID card) to all its personnel engaged in the work under the contract. The identification card duly signed by authorized signatory of managerial position of the contractor.

NODAL OFFICER FOR EXECUTION OF PROJECT

- 4.15.6. After award of contract, KSEBL shall appoint a Nodal Officer, if required. Similarly, the Agency shall communicate the name of the authorize person(s) that would act as a Nodal Officer(s) from his side.

4.16. CONTRACT AGREEMENT

- 4.16.1. The Contract shall set out specific events of default by one party that will entitle the other party to terminate the Contract. The party committing an event of default, which is capable of being remedied, will be given a reasonable opportunity to remedy the default.
- 4.16.2. The Contract can however be otherwise terminated by either party by giving six-month notice and on terms to be mutually agreed which may include payment of suitable compensation for losses suffered by the other party due to such termination.
- 4.16.3. Agency shall indemnify KSEBL against any claims, demands, costs and expenses whatsoever which may be made against it, because of failure of the Agency or its representatives in the performance of their duties and negligence, any accident or injury to any person.

4.17. LIQUIDATED DAMAGES AND PENALTY

- 4.17.1. If the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Goods or Related Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual delivery or performance, subject to a maximum of 10% of value of such goods and services.
- 4.17.2. In addition, the Supplier is liable to the Purchaser for payment penalty as specified in the SLA.
- 4.17.3. If the Goods and Related Services supplied do not meet the minimum specifications as per the Contract, and the same is not replaced/modified by the Supplier to meet the requirements within 14 days of being informed by the Utility, the Utility shall be free to impose any penalty as deemed fit. In addition, the Utility shall reserve the right to terminate the contract and recover liquidated damages by forfeiting the performance guarantee submitted by the Purchaser.

4.18. WARRANTY - DELETED

4.19. ADDITIONAL WARRANTY/FMS/AMC

- 4.19.1. The bidder is liable to provide additional two years FMS/AMC for the DC/DR/WAN mentioned in this RFP, if KSEB desires so at that point of time. The rate for the additional two years FMS/AMC charges should be quoted as per BoQ, and the same shall be considered for the price bid evaluation.

4.20. TERMS OF PAYMENT

4.20.1 Payment Schedule for FMS and AMC charges:

The payment of FMS and AMC charges shall be released on completion of each quarter on pro-rata basis after deducting penalty, if any. Quarterly invoices for FMS and AMC charges shall be raised in favour of Chief Engineer (IT, CR & CAPs) within one week of completion of each quarter. All payments will be released within 45 days from the date of acceptance of the invoice.

4.21. PROJECT SCHEDULE

4.21.1 DC/DR/WAN related IT Infrastructure

Providing FMS and AMC for Data Centre, DR Centre & WAN

SL No.	Activity	Timeline
1	Date of LoA	T0
2	Taking over of Data Centre & DR Centre Operations	T0 + 1 Month = T
3	Providing FMS Services for DC, DR & WAN	T + 3 Years
4	Providing AMC for DC, DR & WAN	T + 3 Years

Note: The bidder is liable to provide extended FMS and extended AMC for two years at the end of 3 years FMS/AMC period, if KSEBL desires so at that point of time. In that case, the contract will be extended for two more years based on the quoted extended FMS & AMC charges.

4.21.3 service levels for taking over activities

Service	Target	Penalty
Taking over Data Centre and DR Centre from existing FMS Vendor	30 days from the date of LoA	A penalty of 0.5% of total contract value of FMS charges per week or part thereof, subject to a maximum of 10% of the total contract value of FMS charges

4.21.4 DELETED

4.22. GOVERNING LAW AND DISPUTE RESOLUTION

4.22.1. The agreement shall be governed by the laws of India. All disputes between the parties shall be resolved by way of mutual discussion. Any dispute remaining unresolved shall be subject to the exclusive jurisdiction of civil courts at Thiruvananthapuram.

4.23. CONDUCT OF AGENCY STAFF

4.23.1. If any of the Agency's employees shall, in the opinion of KSEBL, is guilty of any misconduct or incompetence or negligence, then if so directed by KSEBL, the Agency shall at once remove such employee and replace him by an equally qualified and competent substitute.

4.24. LIEN

4.24.1. In case of any lien or claim pertaining to the work and responsibility of the Agency for which KSEBL might become liable, it shall have right to recover such claim amount from the Agency.

4.25. FORCE MAJEURE CONDITIONS

4.25.1. If at any time during the currency of the Contract the performance in whole or in part be prevented or delayed by reason of any war hostility acts of public enemy, civil commotion, sabotage, fire floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or acts of god (hereinafter referred to as Events) then provided Notice and adequate proof of the production/dispatch having suffered on account of these events is given within 21 days from the date of occurrence thereof the provision of penalty Clause of this specification shall not be invoked by KSEBL provided further that the deliveries under the contract shall be resumed, as soon as practicable after such event (s) has ceased to exist and the decision of the KSEBL as to whether the deliveries have been so resumed or not shall be final and conclusive provided further that in case the strike/lockout prolongs beyond a period of seven days, the supplier shall immediately inform about the same to the KSEBL in which case the KSEBL reserves the right to procure the material equipment on order or part thereof from any other source at the risk and cost of the supplier.

4.26. COMPLETENESS OF CONTRACT

4.26.1. The contract shall be considered completed on termination of the contract period after full handing over of data, documents or material and clearing all dues towards the contractor as specified in this document and certified by CE (IT, CR & CAPs).

4.27.<CLAUSE DELETED>

4.28.BANKRUPTCY

- 4.28.1.If the Agency shall dissolve or commit any act or bankruptcy or being a corporation commence to be wound up except for reconstruction purpose or carry on hits, business under a receiver, the executors successors, or other representatives in law of the state of the Agency or any such receiver, Liquidator, or any persons to whom to the contract may become vested shall forth-with given notice thereof in writing to the KSEBL and shall for one (1) month during which he shall take all reasonable steps to prevent stoppage of the work have the option of carrying out the KSEBL subject to his or their providing such guarantee as may be required by the KSEBL but not exceeding the value of the work for the time being remaining relieve unexecuted provided however that nothing above said shall be deemed to relieve the Agency or his successors of his or other their obligations under the contract under any circumstances. In the event of stoppage of the work the period of the option under this clause shall be seven (7) days only. Provided that, should the above option be not exercised, the contract may be terminated by the KSEBL by notice in writing to the Agency and the same power and provisions reserved to the KSEBL as mentioned in the Tender in the event of taking the work out of the Agency's hand's shall immediately become operative.
- 4.28.2. Change of name of the Agency at any stage after Bidding Process, the KSEBL shall deal the same as per prevailing rules of the KSEBL.

4.29.GUARANTEEE AND REPLACEMENT OF DEFECTIVE/DAMAGED MATERIAL

4.29.1.GUARANTEEE

The equipment's supplied should be guaranteed for their performance for the entire contract period. The equipment found defective within the above guarantee period shall be repaired/replaced by the supplier free of cost within one month of receipt of intimation.

4.29.2. REPLACEMENT OF DEFECTIVE/DAMAGED MATERIALS

If the whole or part of the materials are found to be defective/damaged or are not in conformity with the specification or sample, such defects or damages in the materials supplied shall be rectified within 15 days from the time of intimation of defect/damage either at the point of destination or at the supplier's works, at the cost of supplier, against proper security and acknowledgement. In the alternative, the defective or damaged materials shall be replaced free of cost within 15 days from the date of receipt of the intimation from the purchaser of such defects or damages.

4.30.FAILURE TO EXECUTE THE CONTRACT

- 4.30.1.Agency failing to execute the order placed on them to the satisfaction of KSEBL under terms and conditions set forth therein, will be liable to make good the loss sustained by the KSEBL, consequent to the placing of fresh orders elsewhere at higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of Penalty/ Liquidated Damages and forfeiture of Performance Security.

4.31.EFFECTIVE RECOVERIES

- 4.31.1.Any loss, arising due to non-fulfillment of this contract or any other contract, will be recovered from the Performance Security held and or any other amount due to the Agency from the KSEBL from this Contract as well as from other contracts.

4.32 LIMITATIONS OF LIABILITY

4.32.1 The aggregate liability of the bidder to the Utility, whether under the contract or otherwise, shall not exceed 150% of the total Contract value, except in the case of irrecoverable data losses.

5. QUALIFICATION REQUIREMENTS

This section covers the minimum requirement with respect to experience, capability and other particulars of the Bidder to be considered eligible for participation in the bid for the proposed work. The Bidder must possess the requisite experience, strength and capabilities to operate and manage the Data Centre and DR Centre of KSEBL as described in the RFP document. The Bids must be complete in all respect and shall cover the entire scope of work as stipulated in the tender document. The invitation to Bid is open to all Bidders who qualify the eligibility criteria given below.

The bid should be submitted by Single Bidder and no consortium allowed.

5.1. PRE - QUALIFICATION CRITERIA FOR BIDDER

Clause No.	Qualification Criteria	Supporting Documents Required
1	a. Bidder shall be a Company incorporated / registered under the Companies Act 1956/ 2013. b. Bidder must be registered with appropriate authorities for all applicable statutory duties/taxes Companies incorporated / registered in India under relevant legislation and authorized to carry out business in India may also participate	Valid documentary proof of: ▪ Incorporation/registration Certificate along with Memorandum & Articles of Association ▪ Certificate consequent to change of name, if applicable ▪ GST Registration Certificate
2	The bidder should have been in the Data Centre Operation & Management services for the last 5 years.	
3	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Central / State Government agencies.	Declaration in this regard by the authorized signatory of the Bidder
4	Minimum Average Annual turnover of Rs. 50 Crores from IT Infrastructure Projects (i.e. Supply/Installation/Maintenance/Management of Network and Data Centre	Chartered Accountant certificate for annual turnover and net worth

Clause No.	Qualification Criteria	Supporting Documents Required
	IT Infrastructure projects) for each of the last three financial years ending 31 st March 2025.	supported by copy of audited statement of account (PL account & balance Sheet) duly certified by CA.
5	Bidder shall have positive net worth in each of the last three financial years ending March 31, 2025	
6	The bidder should have experience in carrying out the Operation & management of IT infrastructure of the Data Centres of Central / State Governments/ PSUs/ Banking & Financial Institutions/Corporate Organizations during the last 7 years as on 31/03/2025 as per the following: 1) Minimum 3 Data Centre projects (out of which at least one should be completed), each project shall have a contract value of Rs. 15 crore or above. 2) One project shall be with On-premises deployment of Enterprise Cloud/Virtualization solutions like RedHat, VMware etc. hosted with a minimum of 500 VM instances 3) The Data Centre must be ISO 27001 certified. 4) The Data Centre should have Server farm area of 1000 Sq.ft/ 40 Racks capacity.	1. Work Orders confirming period of contract, scope of work, contract value etc. 2. Letter from the Client regarding proof of completion for at least one project. 3. Proof for ISO 27001 certificate during the period of operation.
9	The Bidder must have the following valid Certifications: ISO 9001:2015, ISO/IEC 20000 and ISO27001	Copy of certifications from authorized certification body
10	The bidder should have 100 technically qualified professionals on its own payroll having experience in the following areas: System Integration, Core network management, Security Management, Data Centre infrastructure maintenance, virtualization & cloud solution implementation & maintenance, Database management, Server Management, Enterprise class Storage Systems, Tape library and backup Utilities etc. out of which, • At least one person from each group shall have professional Certification in the following areas: Network, OS, Database, Security, Storage • At least 5 persons shall have skills in open based software solutions and database	Certificate from Bidder's HR Department providing the details of Technically qualified professionals (with Employee Name, Qualification, Experience and certifications) employed by the bidder

Note:

- It shall be noted that merely meeting the minimum requirements does not indicate that the bidders shall be short listed for opening of financial bid. The short listing shall be made considering all the technical parameters.

- The bid documents uploaded shall be properly aligned, signed with page numbers and index relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, shall be highlighted.
- Bidders must ensure that all required documents have been uploaded along with the bid to justify eligibility.
- Financial statements audited by a practicing Chartered Accountant shall only be accepted. In addition to the financial statements, Turnover/Networth Certificate duly certified by the practicing Chartered Accountant in the prescribed format (Appendix E & F) to be furnished. Status of registration of the Chartered Accountant will be ensured by verifying with official website of the Institute of Chartered Accountants of India www.icaai.org. Since Unique Documents Identification Number (UDIN) is mandatory for issuing certificate by practicing Chartered Accountants, the UDIN will be clearly specified in this above certificate. The authenticity of the documents will be verified in the website www.udin.icaai.org.
- An undertaking in the prescribed format given in Appendix-G shall be submitted by the bidder along with the bid.
- Stringent action including blacklisting of the firm from participating tenders of KSEBL will be taken against bidder for furnishing forged documents.
- Financial statements of the bidder in the case of Limited Companies will be verified with the published financial statements available in their website.
- Power of Attorney for the authorized signatory shall be submitted in the prescribed format.

6. SCOPE OF WORK

DC/DR/WAN related IT Infrastructure

Overall scope of work is divided into two parts.

1. Providing FMS services for Data Centre, DR Centre & WAN for 3 years
2. Providing AMC for Data Centre and DR Centre equipments for 3 years

The highlights of the Scope of Work are:

- a. Operation and management of compute infrastructure (hardware & software) such as Servers, Operating systems, virtualization, DC/DR Core network, WAN, Security operations etc.
- b. Monitoring and management of Centralized cloud environment hosting multiple applications with simplified operations and increased application responsiveness to support next generation distributed applications.
- c. On premise Service Management for Orchestration layer, Patch Management, Antivirus, Backup software, Storage administration, EMS/NMS, Mail messaging system etc.
- d. On-site comprehensive management and provisioning of services of all the ICT Infrastructure and their components on 24x7x365 basis
- e. Onsite support for Data Centre Operations on 24x7x365 basis by qualified and trained engineers/personnel to ensure more than 99.99% service availability on a quarterly basis.

Note: Operation and management of physical infrastructure components in the Data Centre and DR Centre is not included in the scope of the bidder.

DC/DR/WAN related IT Infrastructure

1. Providing FMS Services for DC/DR/WAN

The scope for FMS:-The intent of KSEB is to engage the services of an IT company through a competitive bidding process for providing FMS services for maintaining the existing IT infrastructure of the Utility. The FMS shall aim at providing End-To-End operational support with respect to the software Applications and its associated IT Infrastructure, including resolution of system issues under a secured IT environment, and shall further ensure uninterrupted & flawless commercial business operations for the end users at field offices. The bidders shall be required to acquire complete knowledge and understanding of the IT Infrastructure of the utility, its network architecture, database schema and Application landscape before submitting their bids.

Under the scope of providing FMS, the bidder shall be responsible for 24x7 management of all the IT enabled systems as per scope of work so as to render the services in accordance with the Service Level Agreement (Mentioned in Chapter.4) between Utility & FMS Vendor. Scope also include disaster recovery management & business continuity in order to ensure continuity for the Utility's business operations. Providing physical security for access to DC/DR infrastructural facilities is not included under the scope of FMS. The following facilities will be provided to the FMS Vendor by Utility for carrying out the FMS responsibilities:

- Appropriately secured storage/setup area
- A meeting room for periodic meetings
- Enough Sitting/office space in neat & clean environment
- PC, other communication facilities like telephone and Internet

The details of IT Systems in Data Centre, DR Centre and WAN for which FMS is to be provided are furnished as follows:

Hardware/software	Data Centre	DR Centre
Server clusters	Cisco UCSC-C240 Type 1: 2x32 Core Intel CPU, 512GB RAM – 6 nos. Type 2: 2x48 Core Intel CPU, 1TB RAM- 4 nos. Type 3: 2x32 Core AMD CPU, 512GB RAM – 3 nos. Type 4: 2x32 Core AMD CPU, 512GB RAM- 3 nos. Type 5: HP ProLiant DL560 G10 – 6 nos. Type 6: HP Synergy Blade 12000 Frame/Synergy 480 Gen10 Servers- 10 nos.	Cisco UCSC-C240 Type 1: 2x32 Core Intel CPU, 512GB RAM – 4 nos. Type 2: 2x48 Core Intel CPU, 1TB RAM- 3 nos. Type 3: HP Synergy Blade 12000 Frame/Synergy 480 Gen10 Servers- 6 nos.
Hypervisors	Digital Infrastructure Cluster – RedHat OpenShift Cloud infrastructure for critical workload- Proxmox Cloud infrastructure for normal workload- Proxmox Cloud Infrastructure for DMZ- Proxmox	Digital Infrastructure Cluster – RedHat OpenShift Cloud infrastructure for critical workload- Proxmox
Spine-Leaf Network	Spine Switch: Cisco N9K-C93600CD-GX Leaf Switch: Cisco 9K-C93180YC-FX3 Boarder Leaf Switch: Cisco N9K-C93180YC-FX3 WAN Access/BB Switch: Cisco N9K-C93180YC-FX3H DMZ, NOC LAN, Mgt LAN Switches: Cisco C93180YC-FX3H Fabric Manager: Cisco UCSC-C220-M7S	Spine Switch: Cisco N9K-C93600CD-GX Leaf Switch: Cisco 9K-C93180YC-FX3 Boarder Leaf Switch: Cisco N9K-C93180YC-FX3 WAN Access/BB Switch: Cisco N9K-C93180YC-FX3H DMZ, NOC LAN, Mgt LAN Switches: Cisco C93180YC-FX3H Fabric Manager: Cisco UCSC-C220-M7S
SAN	1. NetApp ASA 800 with 550 TB usable	1. NetApp ASA 800 with 200 TB usable 2. Huawei 5500 with 500TB usable

	2. Huawei 5500 with 500TB usable	
SAN Switch	Cisco DS-C9148V, 48x32Gbps	Cisco DS-C9148V, 48x32Gbps
NLSAS	NetApp FAS2820 – 100TB usable	NetApp FAS2820 – 100TB usable (at Remote DR Site)
Backup Solution	VEEAM Kasten Enterprise with VM/container licenses	VEEAM Kasten Enterprise with VM/container licenses
Tape library	Quantum Dxi T-120 with 2xLTO9 drives	Quantum Dxi T-120 with 2xLTO9 drives
NextGen Firewall	Checkpoint 6200B – 4 nos., Fortigate 200F – 1 no.	Checkpoint 6200B – 4 nos.
DDoS Appliance	Radware DefencePro 200	Nil
Server Load Balancer/ Web Application Firewall	Radware Alteon D-5208	Radware Alteon D-5208
Single Sign-On Appliance	Citrix ADC MPX8920	Citrix ADC MPX8920
FMS/NMS	Motadata Enterprise	Motadata Enterprise
Mail Messaging System	Zextras Carbonio with 5000 user licenses	Zextras Carbonio with 5000 user licenses
SD WAN Head End	1. SDWAN Controller/Orchestrator/ Manager – Fortigate FortiManager VM-Series 2. Headend/Hub/Gateway- FortiGate - FG-400F in HA mode 3. Monitoring/Dashboard- FortiAnalyzer 4. WAN Aggregation Switch- Fortigate FS424E in HA in HA mode	1. SDWAN Controller/Orchestrator/ Manager – Fortigate FortiManager VM-Series 2. Headend/Hub/Gateway- FortiGate - FG-400F in HA mode 3. WAN Aggregation Switch- Fortigate FS424E in HA mode

SD WAN connected Field offices – 890 locations

1. SDWAN Edge/Brach Router - Fortigate FG-50G
2. L2 Switch - Fortigate FS124F

HQ Computer Network

HQ Network			
SI No.	Item	Qty	Make & Model
1	Sub Core Switch for HQ Network – 24x 10G	2	HPE Aruba 3810M
2	Access Switches- 24 Port for HQ network	18	HPE Aruba 2930F
3	Access Switches – 48 Port for HQ network	18	HPE Aruba 2930F
4	Wi-Fi Access Points for HQ network	42	HPE Aruba 300 series

Note: All the above IT System components are under onsite warranty/AMC with the concerned OEMs. Separate SLA has been executed with the concerned suppliers of the above systems for ensuring service levels. Hence the scope of the FMS Vendor is to provide comprehensive FMS services for monitoring and management so as to ensure required uptime of the above systems as per the scope of work mentioned in this Section.

6.1 Taking Over from existing FMS Vendor

The bidders are advised to study the existing Data Centre and DR Centre by way of site survey at their own cost and risk to get first-hand information on the existing infrastructure. The successful bidder has to take over all the equipment from the existing FMS Vendor. The existing FMS Vendor shall handover the equipments in good working condition.

To maintain continuity of operation at DC & DR, the new FMS Vendor has to work in parallel for 30 days. The joint operation shall start within 15 days from the date of Letter of Award. A smooth handover has to take place between the existing FMS Vendor and the new operator. All the passwords and configuration details will be handed over to the new operator by the existing FMS Vendor. The handover process shall be completed within 30 days from the commencement of joint operation. The successful bidder shall complete verification and acceptance specified below before the end of handover process:

- Detailed Verification & Acceptance of Sites & Inventory
- Detailed Verification & Acceptance of Engineering/Configuration Documents
- Detailed Verification & Acceptance of Process Documents/Registers
- Detailed Verification & Acceptance of Equipment Configuration, Operational Status, Standard Operating Procedures etc.
- Detailed report on the above activities (handover process) should be prepared by the new FMS Vendor, agreed by outgoing FMS Vendor and be submitted to KSEB.

Note: FMS charges will not be paid to the bidder during the Taking Over period. SLA will not be applicable during the above period.

6.2 Operation and Management

The FMS Vendor chosen as the successful bidder for Operation and Management of the Data Centre, DR Centre and WAN shall undertake and perform the following functions, activities and on-site operations. The consolidated list of equipments in DC, DR and WAN will be as given above.

The scope of work for the Operation and Management is categorized below:

1. Service Delivery Management
2. Help Desk services
3. Asset/Inventory Management Services

4. Vendor Management Services
5. AMC Tracking
6. Data Centre Administration
7. Security & Antivirus Management
8. Network Management & monitoring – WAN/VPN/Internet
9. Server Monitoring & Administration Management
10. Database Maintenance and Management
11. Maintenance, management and support for software Applications
12. Storage Monitoring/Administration Management
13. Backup & Restore Management
14. Mail messaging System Management
15. Management of Utility's EMS/NMS
16. Service Management Controls

6.2.1 **Service Delivery Management:** The FMS Vendor shall provide detailed description for service delivery management for the complete project including transition plan and deliverables and project management methodology.

Project Management:- FMS Vendor will assign a Project Manager who will provide the management interface facility and has the responsibility for managing the complete service delivery during the contractual arrangement between utility and the FM Vendor.

Project Manager will be responsible for preparation and delivery of all monthly/weekly reports as well as all invoicing relating to the service being delivered. Project Manager's responsibilities should essentially cover the following:

- Overall responsibility for delivery of the Statement of Works (SOW) and Service Level Agreement (SLA).
- Act as a primary interface to Utility for all matters that can affect the baseline, schedule and cost of the services for the project.
- Maintain project communications through Utility's Nodal Officer.
- Provide strategic and tactical recommendations in relation to technology related issues
- Provide escalation to FM Vendor's senior management if required
- Resolve deviations from the phased project plan.
- Conduct regularly scheduled project status meetings.
- Review and administer the Project Change Control Procedure with Utility Nodal Officer.
- Identify and resolve problems and issues together with Utility Nodal Officer.
- Responsible for preparation and delivery of all monthly reports as well as all invoicing relating to the services being delivered

6.2.2 **Help Desk:-** Help Desk shall act as a single-point-of- contact for all service problems pertaining to hardware, software & network. The successful bidder shall create and maintain a dedicated centralized online Help Desk with a telephone number, E-mail and call tracking mechanism that

will resolve problems and answer questions that arise from the use of the offered solution as it is implemented at utility. Users can log the queries / complaints, which should be resolved as per the Service Level requirements. The helpdesk queries / complaints can be related to connectivity, messaging, security, Hardware, Software, configuration and any other issues. Help Desk software shall take care of classification, automatic escalation, management, and status tracking and reporting of incidents as expected by the service level requirements. Status tracking should be available to users through telephone number as well as online through software.

- The Help Desk will respond to and resolve the problems as per the SLA.
- Problems shall be classified into various levels of priority mentioned in the SLA. The assigned priority for each problem shall depend upon:
 - The extent of the problem's impact on the usability of the system
 - The percentage of users affected by the problem.
- The initial assignment of priorities is the responsibility of the Help Desk's Problem Manager on basis of SLA. However, utility can change the priority assigned to a problem and the procedures that exist for escalating a problem to progressively higher management levels, until agreement is secured.
- The precise definition of problem priorities should be documented in the bidder's SLA.
- Helpdesk shall troubleshoot on systems (hardware), applications (software), mail related issues, network related issues, Server administration, security policies, 3rd party vendors' coordination.
- After problem resolution, the logged problem in help desk will be closed and notification will be sent to user for confirmation and rate the customer service on defined parameter in helpdesk.
- Help Desk shall be responsible for change management like schedule up gradation of hardware and software components etc. Help Desk will co-ordinate and take approval from utility for the same and will inform all users for such event in advance.
- Help Desk shall also be responsible for managing problems/incidents related to LAN at each node. Help Desk shall ensure timely response and assigning the problem/incident on priority basis.
- End user issues related to Mail messaging System and SSO will be attended through remote support

Help Desk shall be ITIL compliant and shall implement ITIL compliant help desk processes like Change Control Procedure, Call Flow Process, Incident & Problem management approach etc. FMS vendor shall utilize help desk tools, which are ITIL complaint and are open for integration with other enterprise management tools like EMS/NMS system and Mail messaging system.

6.2.2.1 FM Vendor's Responsibilities regarding Help Desk:

A. FMS Vendor shall integrate the existing Help desk system with messaging system & EMS/NMS system of utility. Any event triggered should be forwarded to service desk that submits & updates trouble ticket and also updates the status of ticket back to EMS/NMS.

EMS/NMS should automatically forward events to service desk as incidents. EMS/NMS operator should also be able to generate tickets and forward it to helpdesk. Helpdesk personnel must also be able to update ticket status to EMS/NMS.

B. Hardware and Software Services

1. Provide Level One Support for hardware and software, including incident logging, assigning incident numbers and dispatching the appropriate support personnel or AMC vendor to remedy a problem.
2. Prioritize problem resolution in accordance with the severity codes and Service Levels specified.
3. Provide system status messages, as requested.
4. Maintain the defined help desk operational procedures.
5. Notify designated personnel of systems or equipment failures, or of an emergency.
6. Initiate a problem management record (“PMR”) to document a service outage to include (for example) date and time opened, description of symptoms, and problem assignment (Level Two/Level Three), and track and report on problem status, as required;
7. Monitor problem status to facilitate problem closure within defined Service Level criteria or escalate, as appropriate.
8. Monitor PMR closure, including documented problem resolution.
9. Provide Utility with complete and timely problem status through the problem tracking system, as requested.
10. Maintain an updated help desk personnel contact listing.

C. Management Services

1. Provide “ownership-to-resolution” of all help desk calls, monitor and report on the progress of problem resolution, confirm resolution of the problem with the End User, and log the final resolution via the problem management system.
2. Record, analyze and report on calls received by the help desk, including:
 - Call volumes and duration
 - Incident & Problem trends
 - Call resolution time
3. Assign priorities to problems, queries, and requests based on the guidelines/SLA provided by Utility.
4. Monitor and report to Utility on maintenance vendor performance.
5. Provide input to Utility on End User training requirements based on help desk call tracking and analysis.
6. Update contact list of users initially provided by Utility.

D. User oriented Services

1. Provide an interface for user requests, such as new user IDs, Email IDs, address changes, routine requests, and password changes.
2. Advise the End-User to take required steps to backup information, if possible, prior to attempting to affect a resolution either by phone or hands-on during Desk Side Support Services
3. Assist End Users through phone and E-mail for “how to” and usage questions.

6.2.2.2 Utility’s Responsibilities regarding Help Desk

1. Help FM Vendor define help desk call prioritization guidelines
2. Provide updated contact listing (as a one-time activity) for use by help desk personnel in contacting appropriate personnel of utility for assistance/notification,

3. Assist FM Vendor, as requested, in the resolution of problems outside the scope of FM Vendors responsibilities or recurring problems, which are the result of End User error
4. Provide an adequate level of system authority for all Hardware, Software and resources for which FM Vendor has problem resolution responsibility and communications access
5. Assist FM Vendor in the development of help desk operational procedures by providing input to, and review and approval of, such procedures (this shall be a one-time activity).

6.2.3 Install, Moves, Adds, Changes (IMAC) Services

This Service provides for the scheduling and performance of install, move, adds, and change activities for Hardware and Software. Definitions of these components are as follows:

Install: Installation of Servers or other equipment, which form part of the existing baseline (new equipment needs to be procured with installation services at the time of procurement).

Move: Movement of Servers, network equipments etc.

Add: Installation of additional hardware or software on Servers or Storage after initial delivery (e.g. Additional RAM, CPU, HDD, Flash drives etc.).

Change: Upgrade to or modification of existing hardware or software on Servers or Storage (e.g. Upgrading 64GB RAM to 128GB).

Requests for IMAC shall be prepared by FMS vendor depending on customer/ system requirements & shall be approved by Utility. Utility shall formulate guidelines for IMAC & communicate it to FMS vendor. All procurements shall be done/born by the Utility.

Note: The bidder is liable to provide support for the infrastructural setup and system/software reconfiguration activities for the ongoing/upcoming projects of the Utility like KFON, ERP etc. In case of new requirements like network cabling, Application modification / inclusion of new features etc., change request can be raised by the bidder based on mutually agreed terms and conditions

6.2.4 Asset/Inventory Management

FMS Vendor shall provide asset-tracking services for the IT assets created for the utility as follows:

1. FMS Vendor & utility personnel shall jointly perform baseline asset tracking & inventory tracking at start of FMS contract.
2. FMS Vendor shall create/ maintain hardware asset database by recording information like configuration details, serial number, asset code, location details, warranty and AMC.
3. FMS Vendor shall ensure feeding baseline data of assets onto a software module developed for the purpose by vendor.
4. The database shall be regularly updated by the vendor. Updating shall be required due to new installations, upgradation of systems, change of location of systems, discarding of systems, sending of components for repairs etc.
5. The vendor at any time must be able to display to utility latest level of IT assets & inventories. It should be able to display assets sent for repairs & assets discarded & assets upgraded.
6. FMS Vendor shall provide regular MIS based on above to utility regarding need of new spares & components considering appropriate procurement time. The procurements shall be done by utility.
7. Prior to completion of contract period, FMS Vendor shall hand over all assets along with report of all services to new FMS Vendor/ Utility staff.

6.2.5 Vendor Management

As part of this activity the FM Vendor's team will:

1. Manage the vendors for escalations on support
2. Logging calls and co-ordination with vendors
3. Vendor SLA tracking
4. AMC Tracking
5. Management of assets sent for repair
6. Maintain database of the various vendors with details like contact person, Tel. Nos., response time and resolution time commitments. Log calls with vendors Coordinate and follow up with the vendors and get the necessary spares exchanged.
7. Analyze the performance of the vendors periodically (Quarterly basis)
8. Provide MIS to utility regarding tenure of completion of AMC with outside vendors for software, hardware & networks maintenance in order that utility may take necessary action for renewal of AMC. FMS vendor shall also provide MIS regarding performance of said vendors during existing AMC.

The Utility shall provide FMS vendor with contact details of individual vendors & SLAs signed with them by utility.

1.2.6 Data Centre Administration/Operations

FMS Vendor shall:

1. Regularly monitor and log the state of environmental conditions and power conditions in the Data centre.
2. Coordinate with Utility and its vendors to resolve any problems and issues related to the Data Centre related to environment conditions, power, air conditioning, fire, water seepage, dust, cleanliness, etc.
3. Co-ordinate with the utility for implementing any changes that may be required towards the placement and layout of infrastructure within the Data centre.
4. Vendor shall monitor, log & report entire equipment & module operation on 24x 7 x 365 basis
5. Shall perform periodic health checkup & troubleshooting of all systems & modules and implement proactive rectification measures

1.2.7 Warranty/AMC Tracking

The bidder is liable to provide the Warranty/AMC tracking services through Helpdesk for logging the calls and rectification of calls in coordination with concerned OEMs / service providers as per the conditions mentioned in the SoW, Item no. 2.

1.2.8 Security & Anti-Virus Management:-

Security including anti-virus administration and management service shall ensure a secure Data Centre environment through implementation of appropriate security policies. This service includes:

1. Addressing the ongoing needs of security management including, but not limited to, configuration and monitoring of various devices/ tools such as firewall, intrusion detection, Host based Intrusion Prevention (HIPS), sandbox, content filtering and blocking, virus protection, malware protection and vulnerability protection through implementation of proper patches and rules.
2. Maintaining an updated knowledge base of all the published security vulnerabilities and virus threats for related software and microcode etc.
3. Ensuring that latest patches for identified vulnerabilities are applied immediately.

4. Respond to security breaches or other security incidents and coordinate with respective OEM in case if a new threat is observed to ensure that patch is made available for the same.
5. Provide a well-designed framework for maintaining the security of physical and digital assets, data and network security, backup and recovery etc.
6. Maintenance and management of security devices, including, but not limited to maintaining firewall services to restrict network protocols and traffic, detecting intrusions or unauthorized access to networks, systems, services, applications or data, protecting email gateways, Firewall and Servers from viruses.
7. Ensuring compliance to the security policy and updates to be made in the DC & DR regularly.

Antivirus Management includes virus detection and eradication, logon administration and synchronization across servers, and support for required security classifications. The scope of service including Antivirus patch upgrade is applicable to the all Servers under the contract.

1.2.9 Network Monitoring & Management- WAN/VPN/LAN/Internet:- This Service provides the Availability Monitoring of the SDWAN, including network connection devices such as routers and other communication equipments. Management includes proactive monitoring and vendor management. The network administrator is responsible for:

1. Provide a single-point-of-contact for responding to Utility's network management queries or accepting its problem management requests. FM Vendor's network management specialist will respond to utility's initial request within agreed service level objectives set forth.
2. Monitor availability & Escalate to service provider and notify Utility for WAN Outages.
3. Review the service levels of the network service provider (as per pre-defined schedules on SLA performance) along with utility.
4. Provide network availability incident reports severity wise to utility in a format mutually agreed.
5. Provide SLA performance management report of the Network Service Provider.
6. Fault Detection and Notification: The network admin shall diagnose problems that could arise as part of the LAN/WAN network. These include connectivity problems due to failures in communication transport links, CPE, routing configuration points, or from software bugs etc.
7. Fault Isolation and Resolution: All faults that have been identified need to be isolated and rectified appropriately. The resolution measures undertaken by the network admin and results produced accordingly shall be documented in the report.
8. BWSP Coordination: Carrier Coordination implies providing a single point of contact to resolve network related problems involving BWSP circuits, whether equipment or circuit related. When a problem is diagnosed because of a WAN circuit, the network admin must coordinate with the corresponding BWSP to test and restore the circuit. He must take the responsibility and ensure that the problem is resolved.
9. Hardware/Software Maintenance and Monitoring: This would include problem determination, configuration issues, and hardware and software fault reporting and resolution. All such issues would need to be recorded and rectified.
10. 24x7 Network Monitoring and reporting: The bidder shall monitor the network on a continuous basis using the NMS and submit reports on a monthly basis with instances from the NMS system. System performance is to be monitored independently by the bidder and a monthly report mentioning Service up time etc. is to be submitted to Utility. The report shall include:
 - o Network configuration changes
 - o Network Performance Management including bandwidth availability and Bandwidth utilization
 - o Network uptime
 - o Link uptime

- o Network equipment health check report
- o Resource utilization and Faults in network
- o Link wise Latency report (both one way and round trip) times.
- o Historical reporting for generation of on-demand and scheduled reports of Business Service-related metrics with capabilities for customization of the report presentation.
- o Generate SLA violation alarms to notify whenever an agreement is violated or is in danger of being violated.
- o Any other reports/format other than the above-mentioned reports required by utility.

1.2.10 Server Administration/Management:—FM vendor will provide the server administration and monitoring services to keep servers stable, operating efficiently and reliably.

FM Vendor shall provide administrative support for user registration, creating and maintaining user profiles, granting user access and authorization, providing ongoing user password support etc. through the SSO portal

FM Vendor's Responsibilities

1. Setting up and configuring servers
2. Installation of the server operating system and operating system utilities
3. Also reinstallation on event of system crash/failures
4. OS Administration for IT system
5. Manage Operating system, file system and configuration
6. Ensure proper configuration of server parameters, operating systems administration and tuning
7. Regularly monitor and maintain a log of the performance monitoring of servers including but not limited to monitoring CPU, disk space, memory utilization, I/O utilization, etc.
8. Regular analysis of events and logs
9. Apply OS Patches and updates
10. Monitor & verify logs files and periodically clean up log files
11. Ensure proper running of all critical services on the servers. Schedule and optimize these services
12. Maintain lists of all system files, root directories and volumes
13. Resolving all server related problems
14. Escalating unresolved problems to ensure resolution as per the agreed SLAs
15. Responsible for periodic health check of the systems, troubleshooting problems, analyzing and implementing rectification measures
16. Logical access control of user and groups on system
17. Responsible for managing uptime of servers as per SLAs.

Note: The bidder is liable to provide FMS support for the Servers and other hardware procured by the Utility during the period of FMS. The above hardware will be a replacement for the existing hardware which will become obsolete during the period of FMS.

1.2.11 Storage Administration & Management Services

Storage administration and management services shall ensure monitoring, maintenance & management of all key resources related to Storage Components in the Data Centre & DR Centre and shall provide the following services:

- ☐ Identify/Create/Delete and enable/disable zones in the Storage solution.
- ☐ Identify/Create/Delete/Modify storage volumes or LUNs in the Storage solution.
- ☐ Identify the connectivity and access rights to Storage Volumes in the Storage solution.
- ☐ Create/ delete and enable/ disable connectivity and access rights to Storage Volumes in the Storage solution.
- ☐ Real-time monitoring and log maintenance.
- ☐ Reporting and tracking of issues and co-ordinate with OEM for rectification.

1.2.12 Database Maintenance & management Services

Database maintenance and management service shall ensure monitoring, maintenance & management of all key resources related to Database Servers & its Components in the DC & DR and shall provide the following services:

1. Bidder will conduct end-to-end management and maintenance of database on an ongoing basis to ensure smooth functioning of the Applications
2. Bidder will provide performance monitoring of the databases on a regular basis as well as proactive health check-up.
3. Bidder will periodically perform configuration checks to provide fine tuning inputs to DC & DR with respect to performance and proactive identification of potential problems.
4. Bidder will propose and carry out the restructuring and reconfiguration of database, if necessary, for performance improvement
5. Bidder will undertake tasks including managing changes to storage, database schema, disk space, tables, user roles etc. if necessary
6. Bidder will manage database upgrades and patch updates as and when required with planned minimal downtime
7. Bidder will conduct regular backups for all databases in accordance with the backup and archival policies and conduct recovery whenever required, in adherence to change management process.
8. Bidder will ensure 24X7 support for requests at the Data Centre with on call support after business hours.

The list of database for which the bidder has to provide FMS/support is given below

Data Centre					
Sr.No	Database Name	Database Server Version	Database Size (GB)	Database Server OS Version	Cluster
1	MIS, ETL	PostgreSQL 9.5.4	55 GB	RHEL 6.4	OS Level Cluster
2	WSS, ESB(FC)	PostgreSQL 9.5.4	109 GB	RHEL 6.4	OS Level Cluster
3	CCDB	PostgreSQL 9.5.4	3136 GB	RHEL 6.4	OS Level Cluster
4	DMS	MySql 5.5.31	0.379 GB	SUSE Linux 11.2	OS Level Cluster
5	LT Billing	PostgreSQL 11.8	3.7 TB	CentOS 7	OS Level Cluster
6	HT Billing	PostgreSQL 8	600GB	CentOS 7	OS Level Cluster
7	ERP	PostgreSQL 11.8	1TB	CentOS 7	OS Level Cluster

Note:

1. Regarding the databases mentioned under S/N: 1, 2, 3 & 4, FMS/support shall be required for a period of one year only from the date of LoA, since revamping is in progress for the above.

2. Regarding other databases hosted in the Data Centre which are not included in the above list, the FMS Vendor shall monitor the performance parameters continuously and report to the concerned OEM, in case of issues.

1.2.13 Maintenance, management and support for Software

The successful bidder is required to provide comprehensive maintenance, management and support services for the software Applications given in the table below in order to ensure the Application availability and performance for the end-users at a satisfactory level

S/N	Software Applications/Modules	Solution Components
1	Consumers Commercial Database (CCDB)	PostgreSQL
2	Management Information System (MIS)	Jasper Server, PostgreSQL
3	Web Self Services	Apache, Tomcat 6, Java, PostGreSQL
4	LDAP services for Citrix SSO	DS389 running on RHEL

Note:

1. Regarding the databases mentioned under S/N: 1, 2 & 3, FMS/support shall be required for a period of one year only from the date of LoA, since revamping is in progress for the above.
2. Regarding other Applications hosted in the Data Centre which are not included in the above list, the FMS Vendor shall monitor the performance parameters continuously and report to the concerned OEM, in case of issues.

1.2.14 Backup/Restore management

The backup admin will perform backup and restore management in accordance with mutually agreed to backup and restore policies and procedures, including performance of daily, weekly, monthly, quarterly and annual backup functions (full volume and incremental) for data and software maintained on Servers and storage systems including interfacing with utility's specified backup media storage facilities; The backup & storage admin shall ensure:

1. Backup and restore of data in accordance to defined process / procedure.
2. 24 x 7 support for file & volume restoration requests.
3. Maintenance and Upgrade of infrastructure and/or software as and when needed.
4. Performance analysis of infrastructure and rework of backup schedule for optimum utilization.
5. Generation and publishing of backup reports periodically.
6. Maintaining inventory of onsite tapes.
7. Forecasting tape requirements for backup.
10. Ensuring failed backups are restarted and completed successfully within the backup cycle.
11. Monitor and enhance the performance of scheduled backups.
12. Real-time monitoring, log maintenance and reporting of backup status on a regular basis.
13. Management of storage environment to maintain performance at optimum levels.
14. Periodic Restoration Testing of the Backup.
15. Periodic Browsing of the Backup Media.

16. Management of the storage solution including, but not limited to, management of space, volume, RAID configuration, configuration and management of disk array, SAN fabric / switches, tape library, Zoning etc.,
17. Interacting with Process Owners in developing / maintaining Backup & Restoration Policies / Procedures
18. To provide MIS reports as per agreement.

Note

1. It is the responsibility of the bidder to ensure the security of data against leakage, theft, losses or corruption
2. The bidder has to execute a non-disclosure Agreement in the format given in Appendix-H in Kerala Stamp paper worth Rs. 200/- in order ensure that the data will not be used by the bidder for any other purposes
3. The bidder shall be required to ensure the protection of data by taking full backup of critical data every month and keeping the backup tape in the Fireproof Storage Vault available in the Data Centre
4. The bidder shall also be required to ensure the reliability of the tape backup by carrying out the restoration of data once in every 3 months in the presence of KSEB officials.

1.2.15 Mail/Messaging System management:-

The bidder will provide management of mail messaging system, including administration of mail servers, Spam filters, monitoring& optimizing performance, management of user accounts, mailboxes, post office and address book, backup and archival management. The management, maintenance and upkeeping of Mail messaging System components will be the responsibility of the bidder.

1.2.16 Management of Utility's Enterprise Management System including Network Management, Monitoring & Performance Analysis (EMS & NMS system)

FM Vendor shall also manage EMS/NMS available with the Utility which is having enterprise class monitoring tools. FM vendor shall extract information from EMS & NMS system to manage & administer LAN, WAN, Internet, servers, database etc. EMS is installed at server room to manage Servers, Data Back-up, Database, and event and compliance management. NMS tool has been installed for managing the Data Center LAN and WAN routed Traffic & to recognize common network problem, management of multi-vendor network with discovery, mapping and alarm tracking. NMS is also designed to provide network analysis module for switch fabric/CPU's, monitor utilization of switch resources and for isolating the network problems, provide performance monitoring, trouble shooting, capacity planning, and report generating of various statistics.

1.2.17 Monitoring, Management and Analytics -Deleted

1.2.18 Performance Monitoring & Reporting - General

Regularly monitor and maintain a log of the performance monitoring of servers including but not limited to monitoring CPU, disk space, memory utilization, I/O utilization, Central Storage etc.

- Regular analysis of events and logs generated in all the sub systems including but not limited to servers, operating systems, databases, applications etc. The system administrators shall also ensure that the logs are backed up and truncated at regular intervals.
- The administrators shall undertake actions in accordance with the results of the log analysis to ensure that the bottlenecks in the infrastructure are identified and fine-tuning is done for optimal performance.
- Reporting to utility for all system performance monitoring

1.2.18 Service Management Controls:-The Bidder must adhere to well-defined processes and procedures to deliver consistent quality services throughout its contractual period. Any hardware/software to meet the requirements under this section must be provided by the bidder. The bidder is expected to have the following system management controls in place:

1.2.18.1 INCIDENT MANAGEMENT:-The bidder must have:

- Ability to create an incident record to document a deviation from an expected standard of operation.
- Ability to create other ticket from the incident, if resolving the incident involves creating a service request, problem or work order.
- Incident could be created automatically from sources such as email, system-monitoring tools.
- Ability to have ticket template containing data that agent can automatically insert in common, high-volume records. Instead of manually entering standard information each time, vendor can apply a template that contains information such as owner, service group, service, classification, internal priority, activities, labor requirements, and activity owners.
- The template can add the following information, but can be modified to include: Priority, Owner or Owner Group, Service Group or Service, Classification; for Activities: Activity, Sequence, Job Plan, Site, Organization, Description, Owner or Owner Group, Priority, Vendor, and Classification.
- Ability to assign ownership of an incident either to a person or a person group who is responsible for managing the work associated with that record.
- Ability to assign ownership via workflow or an escalation process
- Ability to associate an asset for an Incident record, if the issue you are reporting or working on involves an asset.
- Ability to select related asset by hierarchical view
- Ability to pick the related tickets from the similar ticket search result so that the selected records are copied onto the Related Records list with the relationship
- Ability to view a list of related records and view the work and communication logs for all related records on one screen, on the global record.
- Ability to create a service request from an incident with a relationship between the two records.
- Ability to create a Problem from Incident application to record an unknown, underlying cause of one or more issues. The created Problem will be related to the originating Service Request as type RELATED
- Ability to create a release in the Incident application when resolving the Incident involves releasing a set of bundled changes to your users. The created Release will be related to the originating Incident as type FOLLOW-UP and has the status of waiting-on-approval
- Ability to relationships between Incidents.
- Ability to identify a global incident, which is the root cause of many other issues or that is something affecting many users.

- xvii) Ability to automatically assign one or more SLAs via Workflow or Escalation process based on SLA's criteria
- xviii) Ability to apply an incident template which contains activities that can be viewed and edited
- xix) Ability to find and attach Solution record containing information on resolving to an Incident record.
- xx) Ability to record Solution containing information on the symptom, cause, and resolution.
- xxi) Ability to create and submit a draft solution from the Incident application screen which an agent can approve the solution for general use later.
- xxii) The communication log stores inbound and outbound messages and attachments sent between users and agents.
- xxiii) Ability to view communication entries associated with a record.
- xxiv) Ability to use a communication template to fill in default data, such as the identifier, subject from the originating record when create a communication.

1.2.18.2 Ticketing Management

- i) Ability to specify an Owner or Owner Group and Service Group or Service for the ticket.
- ii) Ability to specify a Classification for the ticket.
- iii) Ability to specify both a Reported Priority and an Internal Priority for the ticket.
- iv) Ability to list related assets on a ticket.
- v) Ability to track time spent on a ticket via the Timer button or alike.
- vi) Ability to apply one or more service level agreements (SLAs) to a ticket.
- vii) Provide Self-Service Service Requests module to allow users to submit and view service requests.
- viii) Ability to create other ticket from the service request, if resolving the service request involves creating an incident, problem, or work order.
- ix) Ability to relate existing tickets to the service request.
- x) Service requests could be created automatically from sources such as email, system-monitoring tools.
- xi) Ability to add a classification to enable workflow processes, escalations, and service level agreements
- xii) Ability to have ticket template containing data that agent can automatically insert in common, high-volume records. Instead of manually entering standard information each time, agent can apply a template that contains information such as owner, service group and service, classification, and internal priority. The template can add the following information, but you can modify it, Priority, Owner or Owner Group, Service Group or Service, Classification, Vendor, and Organization.
- xiii) Ability to assign ownership via workflow or an escalation process
- xiv) Ability to select related asset by hierarchical view
- xv) Ability to filter the related asset list by value list: All, Public, or User/Custodian. The default User/Custodian is the affected person specified on the record.
- xvi) Ability to show similar tickets to search for and relate other tickets to the current record. The purpose is for information only.
- xvii) Ability to automatically assign one or more SLAs via Workflow or Escalation process based on SLA's criteria

1.2.18.3 Problem Management

The Vendor must develop an effective problem management system to reduce the impact of problem that occur and minimize its reoccurrence. It should help in identifying the root cause of the problem and proper recording and tracking of the problem till its resolution. In order to systematically capture, record, track and resolve the calls, robust application tools with following functionalities / features should be provided. The tools shall have following features:

- i) Ability to apply a template to a Problem. The template contains common data such Priority, Owner or Owner Group, Service Group or Service, Classification, Vendor, and Organization.
- ii) The Problem template also can contain activities, labor requirements, and activity owners
 - iii) The Problem template also can contain Problem activity common data such as, Sequence number, Job Plan, Site, Organization, Description, Owner or Owner Group, Priority, Vendor, and Classification.
 - iv) The status is automatically changed to be QUEUED when ownership of an incident is assigned except the status is RESOLVED
 - v) Ability to associate an asset for a Problem record, if the issue you are reporting or working on involves an asset.
 - vi) Ability to select related asset by hierarchical view
 - vii) Ability to relate other tickets and work orders to a Problem with a relationship type of RELATED
 - viii) Ability to show similar tickets to search for and relate other tickets to the current record.
 - ix) Ability to show similar tickets, Problems to search for and relate other tickets, Problems to the current record.
 - x) The similar ticket search results only list service requests, incidents, and problems having the same Classification. Records are not included in the results if they either are global records or history records.
 - xi) Ability to identify a Problem as global record. A global record captures information about an issue affecting many people. The record might be a created for a shared asset i.e. the root cause of many other issues, such as a failed network server.
 - xii) Ability to relate a Problem to a Global record.
 - xiii) Ability to create a service request from a problem, creating a relationship between the two records
 - xiv) Ability to create a Release in the Problem application when resolving the Problem involves releasing a set of bundled changes to your users. The created Release will be related to the originating Problem as type FOLLOW-UP and has the status of waiting-on-approval
 - xv) The relationship between Problem and other Problem/Ticket can be deleted.
 - xvi) Ability to identify a global Problem, which is the root cause of many other issues or that is something affecting many users. A global record might have many other records related to it.
 - xvii) Ability to automatically assign one or more SLAs via Workflow or Escalation process based on SLA's criteria
 - xviii) When you apply an SLA that includes a response commitment to a Problem, value in the Target Start date field is set based on that SLA.
 - xix) When you apply an SLA that includes a resolution commitment to a Problem, value in the Target Finish date field is set based on that SLA.
 - xx) Ability to relate existing service requests, incidents and problems to a global record and manage them via the global record with the relationship RELATED TO GLOBAL type.
 - xxi) Ability to manage the tickets via the global ticket, when linked with global relationships, so the statuses of related tickets can be changed by changing only the status of the global record.
 - xxii) Ability to change status of each activity individually
 - xxiii) Ability to apply a template, which contains activities that can be viewed and edited.
 - xxiv) Ability to select labor for activities on a Problem.

- xxv) Ability to report labor time either for a Problem as a whole, for activities on the Problem, or for both types of labor time.
 - xxvi) Ability to enter start and stop times.
 - xxvii) Ability to select an owner for each Activity individually.
 - xxviii) Ability to find and attach Solution record containing information on resolving to a Problem record.
 - xxix) Ability to record Solution containing information on the symptom, cause, and resolution.
 - xxx) Ability to create and submit a draft solution from the Incident application screen which an agent can approve the solution for general use later.
 - xxxi) Ability to use the Work Log in the Problem application to document work that needs to be done or that was done to resolve the issue.
 - xxxii) Ability to modify or delete Work Log with authorization protected.
 - xxxiii) Ability to create Communication action in Problem application to send communications about a record to a requestor or other user.
- Ability to use a communication template to fill in default data, such as the identifier, subject from the originating record when create a communication

1.2.18.4 Availability Management

- i) The bidder must define the processes/procedures which ensure the service delivery as per the required SLAs or exceed it. It should cover various equipment's such as all the servers, networks, switches, SAN, Call center equipments, other site specific services, and the critical services and their supporting hardware, micro-code, firmware, and software components, as defined in scope of work. Industry standard SLA management tools should be used and shall have following essential features:
- ii) Ability to define the following types of SLAs: Customer (SLA), Internal (OLA) and Vendor (Underpinning contract)

1.2.18.5 Performance Management

The recording, monitoring, measuring, analyzing, reporting, and forecasting of current levels, potential bottlenecks, and enhancements of performance characteristics for the services, networks, applications, system software, and equipment within the scope shall be required. System tuning and optimization is an inherent part of this contract. Where warranted, the vendor will utilize capacity management data in combination with performance management data to identify ways to improve performance levels of the resources, extend their useful life, and request utility to approve revisions/upgrades to the computing and communications hardware, software and other equipment's such that higher levels of performance of the resources are obtained.

1.2.18.6 CAPACITY MANAGEMENT

The continuous monitoring, periodic analysis, and forecasting of the changes necessary to quantify capacity and configuration of finite resources comprising the computing and communication hardware and software infrastructure supported under this initiative by the Bidder. Categories of resources to be capacity managed include but are not limited to servers & system software.

1.2.18.7 SECURITY MANAGEMENT

The protection from unauthorized usage, detection of intrusions, reporting as required and proactive prevention actions are to be provided by the vendor.

1.2.20 RESOURCES FOR PROJECT & SERVICE MANAGEMENT

The bidder shall deploy adequate number of personnel for providing Facility Management services in each shift of the day. Further there shall be one team leader available during day shift, which would also be expected to be available on call in case of emergency requirement.

The bidder shall be required to depute on-site personal to meet the Services requirement as described above. The requirement of minimum man power to be deployed for carrying out the FMS activities in the Data Centre and DR Centre is furnished as follows:

Role	Business Hours (09:30- 17:30)			Non Business Hours			Qualification/Experience
	Common	Data Centre	DR Centre	Common	Data Centre	DR Centre	
Data Centre Operations Manager	1						Minimum 15 Years of IT experience, PMP / PRINCE 2/ITIL/ISO 20000/Data Centre Certification, 10+ years of relevant experience in Data Centre Operations
Sr. Network Administrator	1						B.E/B.Tech/MCA with minimum 7 years of experience in networking administration with OEM or relevant Industry recognized certification
Network Engineer		1	1	1	0	0	B.E/B.Tech/MCA with minimum 3 years of experience in networking administration with OEM or relevant Industry recognized certification.
Security Administrator	1						B.E/B.Tech/MCA with minimum 8 years of experience in security administration with OEM or relevant Industry recognized Certification
Server Administrator	1						B.E/B.Tech/MCA with minimum 7 years of experience in server administration with OEM or relevant Industry recognized Certification

Server Support Engineer		1	1		1	B.E/B.Tech/MCA with minimum 3 years of experience in server administration with OEM or relevant Industry recognized Certification
Support Engineer-SSO	1					B.E/B.Tech/MCA with minimum 3 years of experience in Single Sign-ON System administration /configuration
Sr. Database Administrator	1					B.E/B.Tech/MCA with minimum 7 years of experience in database administration with OEM or relevant Industry recognized Certification
Database Support Engineer		1				B.E/B.Tech/MCA with minimum 3 years of experience in database administration with OEM or relevant Industry recognized Certification
Storage and Backup specialist	1					B.E/B.Tech/MCA with minimum 3 years of experience in storage and backup administration with OEM or relevant Industry recognized Certification
EMS/Helpdesk specialist		1				B.E/B.Tech/MCA/Diploma with minimum 3 years of experience in EMS/Helpdesk administration with ITIL or equivalent Industry recognized Certification
Application Administrator	1					B.E/B.Tech/MCA with minimum 3 years of experience in Application support/programming
Helpdesk coordinators		2			1	Graduate/Diploma, with 2 years of relevant experience and good communication skills

Note:

1. The bidder has to submit the list of personal with CVs as per the above schedule and obtain prior approval of KSEB before posting at DC/DR.
2. The bidder is required to submit the attendance statement of employees for each month along with the quarterly invoice.

1.2.20 CONDUCTING OF DR DRILL

The bidder shall conduct DR Drill once in every 6 months during the entire period of FMS, in order to ensure the functionality of all hardware/software/services in the DR Centre. During the period of DR drill, the bidder has to ensure that all Applications mentioned in the SoW are running successfully from the DR Centre, after complete shutdown of the Data Centre.

2. Providing AMC for Data Centre & DR Centre IT infrastructure

The bidder is required to provide Comprehensive Onsite AMC & Technical support for all the equipment/devices/software/services mentioned in the list, for a period of 3 years from date of completion of taking over. The bidder is also liable to provide 2 years extended AMC, if KSEB desires so at that point of time. All reported issues during the AMC period shall be attended and rectified by the bidder in accordance with the SLA conditions mentioned in Section.7.

The bidder is liable to arrange necessary support infrastructure with man power for the maintenance and upkeeping of the devices/services given in AMC list. The bidder is also required to keep sufficient stock of spares on site. All replacements shall be made with genuine quality OEM spares only.

The list of IT infrastructure equipments in DC and DR to be covered under AMC is given below:

Data Centre				
S/N	Item	Qty	Make & Model	Serial Number
1	Rack Servers	8	HP ProLiant DL560 G10	SGH937Y6C3, SGH937Y6C7, SGH937Y6BQ, SGH937Y6BV, SGH937Y6CC, SGH937Y6BZ, SGH937Y6BL, SGH937Y6BG
2	Blade Chassis with Blade Servers	1	HP Synergy Blade 12000 Frame/Synergy 480 Gen10 Servers	Blade Enclosure - SGH934W1QT Blades- SGH934W3H0 SGH934W3GF SGH934W3GH SGH934W3H4 SGH934W3GK

				SGH934W3GP SGH934W3GY SGH934W3GM SGH934W3H6 SGH934W3GR
3	Firewall subscription with hardware upgrade - 4 Port 10GBase-F SFP+ interface card with 10G modules to be supplied along with subscription	4	Checkpoint 6200B	2026BA0087 2118BA0629 2118BA0627 2118BA0632
4	Directory Software	1	DS389	
5	Software Support – Server OS – RHEL	15	RHEL	
6	Anti Virus Server + Clients (for all Servers/VM in DC) + Antivirus License renewal	1	250 Servers/VMs	
7	Software support- Database	10	PostGreSQL	
DR Centre				
8	Blade Chassis with Blade Servers	1	HP Synergy Blade 12000 Frame/Synergy 480 Gen10 Servers	Blade Enclosure - SGH934W1QS Blades – SGH934W3HD SGH934W3HB SGH934W3H2 SGH934W3GT SGH934W3H8 SGH934W3GW
9	Firewall subscription with hardware upgrade - 4 Port 10GBase-F SFP+ interface card with 10G modules to be supplied along with subscription	4	Checkpoint 6200B	2118BA0634 2118BA0631 2118BA0635 2118BA0639
10	Directory Software	1	DS389	
11	Software Support – Server OS – RHEL	5	RHEL	
12	AntiVirus Server + Clients (for all servers/VM in DR) + Antivirus License renewal	1	60 Servers/VMs	

Note:

- S/N: 1, 2, 8 – The present AMC is valid up to 11.11.2026. Hence the bidder shall quote for the AMC charges from 12.11.2026 till the end of contract period.

- **S/N: 3, 9 – The bidder shall supply 4 Port 10GBase-F SFP+ interface card with modules along with firewall subscription for each of the firewall units.**
- If any of the hardware/software/equipment/service in the AMC list become End-Of-Life or unusable during the period of AMC, the bidder can provide an equipment of same OEM /equivalent make with same or higher specification which fully complies with required functionality, with the approval of the Utility.
- For AMC of hardware items – The bidder has to use genuine OEM spares for carrying out the repair/maintenance of the equipment
- For AMC/support for OS/Tools/Utilities – The bidder has to provide upgrades, updates and patches released by the OEM from time to time
- For Firewall- The bidder has to provide firmware upgrades, patch updates, signature updates etc. released by the OEM from time to time.

7. Exit Management

- Exit management shall involve the complete handover of the operations of the existing Data Centre and DR Centre to the team identified by KSEB, which would take care of continued operations during or after the tenure of the contract with the bidder ends.
- Exit Plan has to be submitted by the successful bidder and approved by KSEB. Exit procedure needs to be carried out as per approved Exit Plan. Exit Plan would include transfer of Intellectual property, transfer of assets, knowledge transfer and smooth transition from bidder operation and maintenance team to new team selected and managed by KSEB.
- At the end of the contract period, the bidder shall handover all the equipment/ software/ Components supplied and installed under the project as per purchase order along with media, manuals, documentation to the KSEB or its nominee in up and running condition with site-wise Inventory / Stock Registers.
- The bidder shall hand over the entire physical and intellectual infrastructure deployed under the project in good running condition and supported by respective reports (in form of Hard and Soft copy), documents, updates/ upgrades record pertaining to software for networking equipment, security solutions, operating systems, Help/Service Desk, tools deployed for service level management, facility management, configuration management, etc.
- The bidder shall also provide complete inventory record of all the equipment including necessary tools installed and operational along with their maintenance record at the time of handover of the project. However, at the time of actual handover KSEB may ask the bidder to provide any information related to the project which may not be covered in this section. The bidder has to unconditionally provide all such information to KSEB or its nominee within desired timeframe in unobtrusive way. Bidder would be providing such information without any additional cost to KSEB. Failure to provide such information in time shall be treated as a breach of contract.

7. SERVICE LEVEL AGREEMENT

7.1 SLA for DC, DR & WAN IT Infrastructure

1. Purpose of this Agreement

The purpose of this SLA is to clearly define the levels of service to be provided by bidder to Purchaser for the duration of this contract or until this SLA has been amended. The benefits of this SLA are to:

- 1 Trigger a process that applies Purchaser and Bidder management attention to some aspect of performance only when that aspect drops below an agreed upon threshold, or target.
- 2 Makes explicit the performance related expectations on performance required by the Purchaser
- 3 Assist the Purchaser to control levels and performance of services provided by Bidder
- 4 This SLA is between Bidder and Purchaser.

2. Description of Services Provided

Bidder shall provide services as defined in Section 6 - Scope of Work, in accordance with the definitions and conditions mentioned in the 'Terms and Conditions' of the RFP.

3. Duration of SLA

This Service level agreement would be valid for entire period of contract as follows:

- For SoW all items, SLA will be valid for 3 years from the date of LoA

4. Service Level Agreements & Targets

This section is agreed to by Purchaser and Bidder as the key bidder performance indicator for this engagement. The following section reflects the measurements to be used to track and report systems performance on a regular basis. The targets shown in the following tables are for the period of contact or its revision whichever is later.

Table 1: Service Level Chart

Table1:ServiceLevelChart

Mapping with Section of SoW	Service	Parameter	Service Level	Validation	Penalty
5.1	Project Management	Submission of Monthly Project Status reports & Conducting Status meetings	100%	Minutes of Meetings Approval of Status reports by Engineer-in-Charge	2% of monthly FMS charges for every default
5.2	Helpdesk	Resolution of ticket logged as per the Severity definition chart	99%	Reports generated from Ticket logging system	95%-99% calls resolved in specified time:2% penalty on the monthly FMS charges 90%-95% calls resolved in specified time:5% penalty on the monthly FMS charges
5.3	Install, Moves, Add, Changes (IMAC) Services	Should be part of Monthly project status report	95%	Report	0.2% of monthly FMS charges
5.4	Asset/ Inventory Management	Provide monthly MIS Asset Inventory	95%	Report	0.2% of monthly FMS charges

		Provide monthly MIS on new requirements with procurement time	95%	Report	0.2% of monthly FMS charges
		Conduct Annual Physical Asset verification	100%	Approval of Physical Asset Verification report	0.5% of Yearly FMS charges
5.5	Supplier Management Services	Evaluation of Supplier Performance on quarterly basis	100%	Approval of Supplier Performance evaluation report	0.5% of Quarterly FMS charges
		Tracking of Suppliers LA & tickets logged with suppliers	95%	Status of tickets logged with Suppliers	0.5% of monthly FMS charges

Mapping with Section of SoW	Service	Parameter	Service Level	Validation	Penalty
		MIS reporting on AM tenure, License fees	95%	Report	0.2% of monthly FMS charges
5.7	Antivirus Management	Rollout of latest anti-virus definition file on Servers on being made available on Supplier's website (after carrying out required testing)	98%	Reports generated from Anti-Virus software console	1% of monthly FMS charges
5.8	LAN & local server administration	Resolution of tickets logged	99%	Reports generated from Ticket logging system	Covered under 5.1

5.9	Network Monitoring & Management	FMS Vendor to monitor the availability of The network link for 99% uptime. FMS Vendor should measure link availability on a monthly basis. (Link availability will be accounted for office hours only)	99%	Downtime reports Reports on the Network performance	Penalty of 2% per month will be deducted from the monthly FMS charges of that utility, if the reports are not submitted by the FMS Vendor. Important: A separate SLA will be signed with bandwidth provider.
		Resolution of ticket logged related to Networks	99%	Reports generated from Ticket logging system	Covered under 5.1
		Data Centre Network Availability Minimum of 99.8% uptime measured on a monthly basis	99.8%	Report	2% of monthly FMS charges for less than 99.8% 3% of monthly FMS charges for less than 98.0% 5% of monthly FMS charges for less than 95%
		Regional Offices Network	98%	Report	2% of monthly FMS charges for

Mapping with Section of SoW	Service	Parameter	Service Level	Validation	Penalty
		Availability Minimum of 98% uptime measured on a monthly basis			less than 98% 3% of monthly FMS charges for less than 97% 5% of monthly FMS charges for less than 95 %
		Divisional & Other Offices Network Availability Minimum of 97% uptime measured on a monthly basis	97%	Report	2% of monthly FMS charges for less than 97% 3% of monthly FMS charges for less than 95%

5.10	Data Centre Operations	MIS reporting on physical and environmental conditions and controls	95%	Report	0.2 % of monthly FMS charges
		MIS reporting of health checkup of all systems & modules installed	95%	Report	0.2 % of monthly FMS charges
5.11	Server Administration / Management	Rollout of patches (OS, infra level) on workstations and Servers after patch being approved on test environment	98%	Patch update report	0.5 %of monthly FMS charges
		Uptime of app servers	99.8%	Report	2% of monthly FMS charges for less than 99.8% 3% of monthly FMS charges for less than 98% 5% of monthly FMS charges for less than 95%
		Uptime of utility servers except	99.8%	Report	2% of monthly FMS charges for

Mapping with Section of SoW	Service	Parameter	Service Level	Validation	Penalty
		email			less than 99.8% 3% of monthly FMS charges for less than 98% 5% of monthly FMS charges for less than 95%
5.12	Database Administration services	MIS report of database schema, disk space, storage and user role	99%	Report	0.5% of monthly FMS charges

5.13	Backup/ Restore Management	The Supplier should take backup as per the backup Schedule defined by utility	99%	Report	If the negligence is found in monthly audit, the Bidder would be penalized a sum of Rs.5,000/- per negligence.
		Utility would periodically (once a quarter on a random day) request the Supplier to restore the backup data	100%	Report	Rs 5000/-for every restore test failure
5.14	Mail/ Messaging System	Uptime of email System	99%	Report	2% of monthly FMS charges for less than 99% 3% of monthly FMS charges for less than 98% 5% of monthly FMS charges for less than 95%
		Provide monthly MIS of user account and mailboxes created/deleted.	95%	Report	0.2% of monthly FMS charges
5.15	Management of utility's EMS/NMS	Daily MIS of server and device health checkup (CPU, disk space,	100%	Reports generated from EMS system	0.5% of monthly FMS charges

Mapping with Section of SoW	Service	Parameter	Service Level	Validation	Penalty
		memory utilization, I/O utilization, SAN Storage etc.)			
6.1	Incident management & Ticketing Management	Resolution of ticket logged in Incident Management tool	99%	Reports generated from Ticket logging system	0.5% of monthly FMS charges
6.2	Ticketing Management	Same as 6.1			

6.3	Problem Management	Supplier shall analyze all the incidents and provide a root cause report every month if there are more than 10 incidents of the same type. Supplier shall take the needed corrective action to prevent further issues due to the same cause.	100% timely submission covering all incidents logged in that month	Root cause report Incident report stating problems faced by the users Document detailing corrective action	5% penalty on the monthly FMS charges of that Project Area, if the Supplier does not submit a problem report for that month. 5% penalty on the monthly FMS charges of that Project Area, if the Supplier does not perform the corrective action for more than One calendar month.
6.4	Change Management	Resolution of Change Management ticket logged in Change Management tool	99%	Reports generated from Change Management System	Covered under 5.1
6.7	Availability Management	Should be part of Monthly status report	95%	Report	0.2% of monthly FMS Charges
6.8	Performance Management	Should be part of Monthly status report	95%	Report	0.2% of monthly FMS charges
6.9	Capacity management	Should be part of monthly status report	95%	Report	0.2% of monthly FMS charges
6.10	Security Management	Should be part of Monthly status report	95%	Report	0.2% of monthly FMS charges

Note:

1. The bidder is liable to provide FMS services as mentioned in the detailed descriptions in the SoW in accordance with the concerned SLA Clauses listed above.
2. Regarding Network monitoring & Management, link availability during office hours alone shall be considered for SLA calculation. There are possibilities that missing links of field offices may be observed in the Network monitoring tool due to the following reasons: i) While using standby router ii) When BWSP cable physically removed for lightning protection. In these cases, a separate report which includes the above links may be submitted along with the monthly reports.
3. In case of tickets falls under SLA Clause 5.2, 6.1 & 6.2, penalty will be charged under 5.2 only since all the tickets are processed under 5.2.
4. In case of Breach of SLA Clauses, penalty will be deducted from the monthly FMS/AMC bills.

5. SLA will not be applicable if the delay is due to lack of support from OEMs directly engaged by the Utility
6. The total deduction of penalty per quarter shall not exceed 20% of the quarterly FMS charges
7. The Agreement Authority shall have the right to make suitable amendments in the above SLA conditions based on the requirements from time to time, on mutually agreed terms and conditions

Uptime Calculation for the month:

$$\{[(\text{Actual Uptime} + \text{Scheduled Downtime}) / \text{Total No. of Hours in a Month}] \times 100\}$$

"Actual Uptime" means, of the Total Hours, the aggregate number of hours in any month during which each equipment, is actually available for use.

"Scheduled Downtime" means the aggregate number of hours in any month during which each equipment, is down during total Hours, due to preventive maintenance, scheduled maintenance, infrastructure problems or any other situation which is not attributable to Supplier's (or Service provider's) failure to exercise due care in performing Supplier's responsibilities.

The Purchaser would provide a maximum of 04 hours of planned downtime for the preventive maintenance (as part of scheduled downtime) per month per equipment/service.

The downtime for scheduled maintenance (patch application, upgrades – OS, Database, etc.) would need to be mutually agreed between Utility and the Bidder. To reduce this time, various maintenance activities can be clubbed together with proper planning.

"Total Hours" means the total hours over the measurement period i.e. one month (24 * number of days in the month).

Downtime Calculation:

The recording of downtime shall commence at the time of registering the call with Supplier or Service Provider for any downtime situation for the equipment.

Downtime shall end when the problem is rectified, and the application/ service is available to the user.

Down time will not be considered for following:

1. Pre-scheduled preventive maintenance and health checks (Scheduled Downtime).

2. Failover time (30 minutes) in case of cluster environment. Beyond which the service would be not available and appropriate penalty shall be imposed on the Supplier.
3. Bug in any application which causes the non-availability of the service.

If the utility elects to continue the operation of the machine / equipment, when a part of the machine is giving problem and leading to downtime, the commencement of downtime shall be deferred until the utility releases the machine / equipment to the Bidder for remedial action.

FMS DURATIONS/ SERVICE LEVELS/ CRITICALITY

Typical Facility Management Services Availability & duration of their requirements are tabulated below for reference.

SERVICE AVAILABILITY & CRITICALITY CHART

SERVICE	DURATION	CRITICALITY
SERVICE DESK	24 HOURS	URGENT – 12X6 REST - HIGH
ASSET MANAGEMENT SERVICES	8X6	MEDIUM
VENDOR MANAGEMENT SERVICES	8X6	MEDIUM
AMC TRACKING	8X6	MEDIUM
DATA CENTRE ADMINISTRATION	24X7	CRITICAL
DATABASE ADMINISTRATION SERVICES	12X7	URGENT
ANTIVIRUS & SECURITY ADMINISTRATION	8X6	URGENT
NETWORK MANAGEMENT - WAN	24X7	CRITICAL
NETWORK MANAGEMENT -DC LAN	24X7	CRITICAL
NETWORK MANAGEMENT -HQ LAN	8x6	URGENT
STORAGE MANAGEMENT	ON CALL	MEDIUM
MESSAGING/EMAIL MANAGEMENT	12X6	MEDIUM
BACKUP MANAGEMENT	AS PER SCHEDULE	HIGH
MANAGEMENT OF UTILITY'S EMS/NMS	24X7	CRITICAL

Table 2: Severity Definition Chart

S/N	Support Category	Criteria	Resolution	Maximum Response Time
1	Critical	The system is unable to be used for normal business activities. There is certainty of financial loss to PURCHASER.	90 Minutes	15 Minutes

S/N	Support Category	Criteria	Resolution	Maximum Response Time
2	Urgent	There is a problem with part of the system, which impacts on Purchaser's decision making. No viable workaround is available. There is a likelihood of financial loss.	4 Hours	1 Hour
3	High	The efficiency of users is being impacted, but has a viable workaround.	6 hours	2 Hours
4	Medium	A low impact problem that affects the efficiency of users but has a simple workaround.	12 Hours	8 Hours
5	Low	A fault, which has no particular impact on processing of normal business activities.	One Week	8 Hours

5. Breach of SLA

In case the Supplier does not meet the service levels mentioned in document, for three (3) continuous time-periods as specified in the relevant clause, the Purchaser will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case:-

1. Purchaser issues a show cause notice to the Supplier.
2. Supplier should reply to the notice within three working days.
3. If the Purchaser authorities are not satisfied with the reply, the Purchaser will initiate termination process as per the 'Terms & Conditions' of the RFP.

6. Exclusions

The Supplier will be exempted from any delays or slippages on SLA parameters arising out of following reasons:-

- 1 Delay in execution due to delay (in approval, review etc) from Purchaser's side. Any such delays will be notified in written to the IT Team.
- 2 The network links will be provided by a third party and the Supplier will monitor and report any problems on behalf of third party. If Supplier notifies and Purchaser approves that the delay or fault was due to the third party services then such loss will not be considered for tracking Supplier's SLA parameters (Also reduced from total service time).

7. Monitoring and Auditing

IT Team of Purchaser will review the performance of Supplier against the SLA parameters each month, or at any periodicity defined in the contract document. The review / audit report will form basis of any action relating to imposing penalty or breach of contract. Any such review / audit can be scheduled or unscheduled. The results will be shared with the Supplier as soon as possible. Purchaser reserves the right to appoint a third-party auditor to validate the SLA.

8. Reporting Procedure

The Supplier's representative will prepare and distribute SLA performance reports in an agreed upon format by the 10th working day of subsequent month of the reporting period. The reports will include "actual versus target" SLA performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports will be distributed to the Purchaser's IT Team.

9. Issue Management Procedure

9.1 General

This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between Purchaser and Supplier. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at lower management levels.

9.2 Issue Management Process

- Either Purchaser or Supplier may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- Purchaser and the Supplier's representative will determine which committee or executive level should logically be involved in resolution.
- A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- Management of Purchaser and Supplier will develop a temporary, if needed, and the permanent solution for the problem at hand. The Supplier will then communicate the resolution to all interested parties.
- In the event of a significant business issue is still unresolved, the dispute will be resolved as specified in Section.4 "Terms and Conditions" , Clause 4.22 – Governing Law and Dispute Resolution

10. SLA Change Control

10.1 General

It is acknowledged that this SLA may change as Purchaser's business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:

- 1 A process for negotiating changes to the SLA.
- 2 An issue management process for documenting and resolving particularly difficult issues.
- 3 Purchaser and Supplier management escalation process to be used in the event that an issue is not being resolved in a timely manner.

Any changes to the levels of service provided during the term of this agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this document and consequently the contract.

Changes/modification in the application, which require development efforts less than one month shall be considered as included in the scope. Any changes/modifications with require development effort more than one month will be considered for the payment based on mutually agreed terms and conditions.

10.2 SLA Change Process

Both the parties may amend this SLA by mutual agreement in accordance. Changes can be proposed by either party. Normally the forum for negotiating SLA changes will be Purchaser's monthly review meetings.

10.3 Version Control

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

11. Management Escalation Procedures

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure ensures that purchaser and

Supplier management are communicating at the appropriate levels. Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

1. All issues would be raised to the project management team, which is completely responsible for the day to day aspects of the provided services. The project management team shall classify the issues based on their severity level and resolve them within appropriate timelines.

2. If project management team is unable to resolve an issue, the issue would be escalated to the top management with options/ risks detailed for decision. Top management will make decisions based on the options/ risks presented by the IT team.

8. PROPOSAL SUBMISSION FORMS

8.1 BID FORM

(To be submitted along with price Bid)
(To be executed on Rs.200/- non-judicial Kerala Stamp Paper)

RFP No.

To

The Chief Engineer (IT, CR & CAPs)
8th Floor, VidyuthiBhavanam,
Pattom, Thiruvananthapuram

Sir,

Having examined the conditions of contract and specification I/we, the undersigned offer for appointment of FMS Vendor for providing comprehensive Facility Management Services with AMC for Data Centre, DR Centre and WAN of KSEBL in conformity with the said conditions of Contract and specification for the sum of or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to commence delivery withindays and to complete delivery of all the items specified in the contract withindays, calculated from the date of your Purchase order.

If our tender is accepted we will deposit the amount specified in RFP for the due performance of the contract. We agree to abide by this bid for a period specified and it shall remain binding upon us for acceptance by the K.S.E. Board, at any time before the stipulated expiry.

Until a formal contract is prepared and executed, our offer as per the price bid shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any other tender you may receive.

Dated thisday of20.....

Signature
(In the capacity of)

Duly authorized to sign bid for and on behalf of:

8.2 TECHNICAL PROPOSAL SUBMISSION SHEET

To,

Chief Engineer (IT, CR & CAPs)
8th floor, Vydyuthi Bhavanam,
Pattom, Thiruvananthapuram – 695 004

SUBJECT: Submission of Bid for “ ”.

Dear Sir,

We hereby submit our bid for RFP for “ ” RFP No. Dated

We, the undersigned, declare that:

A. Declaration

1. We have examined and have no reservations to the Bidding Document, including Addenda No. (if Any):
2. We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule, the following Goods and Related Services:
3. Our Bid shall be valid for a minimum period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
4. If our Bid is accepted, we commit to obtain a Performance Security in the amount of 10 % of the Contract Price for the due performance of the Contract;
5. We are not participating, as Bidders, in more than one Bid in this bidding process in accordance with the Bidding Document;
6. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the KSEBL;
7. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
8. We understand that you are not bound to accept the best evaluated bid or any other bid that you may receive.
9. We hereby confirm that the bid comply all requirements set out in the bidding document and NO TECHNICAL and COMMERCIAL Deviation are contained in the Bid.

Name:

In the capacity of:

Signed:

Duly authorized to sign the Bid for and on behalf of:

Date& Seal:

8.3 INFORMATION ABOUT THE BIDDER

Details	Supplier Response
Legal Name of the Bidder	
Date of Incorporation and Number	
Registered Office Address	
Authorized person(s) to be contacted Name (s) Title (s) Telephone (s) E-mail id (s)	
Name of the Chairman/ MD/ CEO/ Partners	
Nature of Ownership	
GST Registration Number	
Other Office Locations, Functions and Personnel Strength	
Number of Employees by Function • Implementation • Sales • Support • Quality Assurance • Administrative • Management	
Other Businesses, if any.	

Note:

- Please enclose the ownership structure of the company, Incorporation Certificate, MOA, AOA duly attested by Company Secretary/ Director of the Company.*

We hereby certify that the above information is correct.

Name:

In the capacity of:

Signed:

Duly authorized to sign the Bid for and on behalf of:

Date& Seal:

8.4 FINANCIAL CAPABILITIES

Financial Details (as per audited Balance Sheets) in crore)

SL No.	Year	Turn over	Net Worth	PAT
1	FY 2022-2023			
2	FY 2023-2024			
3	FY 2024-2025			

(Signature of the Statutory Auditor of the Bidder)

Note: Audited Financial Statements/ Annual Report of the aforementioned FYs duly signed by the Chartered Accountant need to be attached.

8.5 BIDDER EXPERIENCE

Sl. No	Name of project	Brief Scope Necessarily including role played by Bidder, modules implemented, Sector classification	Client Name and Contact details	Currency of payment (in INR or USD)	Cost of assignment	Date of Awarded commencement	Date of completion	Was assignment Satisfactorily completed	Was it a Power Sector Project? (Y/N) Provide Detail	Node base (wherever applicable)
1										
2										
3										
..										

Please provide separate client details for bidder

Note:

- Bidder has to provide all relevant details of all quoted the experiences for Qualification Requirements in the above format.*
- Relevant supporting documents as per Section 6. Qualification Requirements has to be submitted against each projects.*

We hereby certify that the above information is correct.

Name:

In the capacity of:

Signed:

Duly authorized to sign the Bid for and on behalf of:

Date& Seal:

8.6 TECHNICAL SPECIFICATIONS - DELETED

8.7 APPROACH AND METHODOLOGY

The following points elaborate various requirements within Approach and Methodology.

- 1) Understanding of Purchaser and its requirements with clear mentioning of the deliverables
- 2) Details of proposed methodology
- 3) Project Team Structure (For implementation works & for FMS)
- 4) Resource planning and estimation
- 5) Risk planning
- 6) Detailed work plan with timelines

Understanding of Utility and its requirement

Bidder should depict complete understanding of the as-is system of the Utility based on the information provided in the Bid Document. It should also require to list down all the deliverables that has been planned as a part of the overall project with timelines. Also provide details of prior interaction with Utility, if any.

Details of proposed methodology

Please provide details of methodology followed by your organization in successfully implementing similar projects. Also highlight the special steps that your organization intends to take in order to ensure that the change from current system to proposed one will be smooth and effective.

Project Team Structure

In this section please provide detail of the team that would be deployed by your organization to execute the project. Please provide details of the team structure in the following format:

Table: Proposed Project Team Structure

Name of Staff	Position Assigned	International or Domestic	Firm	Employment status with the firm (Full time/ Associate)	Education (Degree, Year, Institution)	Area of Expertise and number of years of relevant experience	Task Assigned
A. Professional Staff							
B. Support Staff							

Resource planning and estimation

Bidder shall provide detailed staffing schedule of the professional and support staff in the following format:

- For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: IT administrator, field survey staff etc.).
- Months are counted from the start of the assignment. For each staff indicate separately staff input for off-site and on-site work.

Table: Proposed Resource Planning and Estimation

No.	Name of Staff	Position	Staff Input							Total
			In Weeks	W1	W2	W3	W4	W5		
	A. Professional Staff									
	B. Support Staff									

Risk planning

Bidder shall assess underlying risks in implementation of the Project and detail out the methodology to mitigate them. It may include development of a risk assessment matrix indicating severity of the risk, chance of its occurrence and its mitigation approach.

Project Experience

Bidder shall provide details of projects with application modules and other requirements (as mentioned in Eligibility Criteria). Please do not supply the names of clients who are no longer using your product/system. Bidders need to submit the details as per the format in the table provided and necessary supporting documents should be attached.

12.4.11 Team details (CVs)

Use the following format for key personnel who would be involved in the project. Please include details of team members proposed to provide field support etc., please ensure that the CV has a maximum length of 3 pages. In case of replacement of personal from the project team, Supplier is required to submit the CV of the new person with equivalent or better education qualification and relevant professional experience who will be joining the team and get in duly approved. The new person can start working in the project only after his/her CV has been approved by the KSEB.

Table: Format of Curriculum Vitae

1. Proposed Position:
2. Name of Firm :
3. Name of Staff:

4. Date of Birth:
5. Nationality:
6. Education:

Year	Degree/Examination	Institute/Board

7. Membership of Professional Associations:
8. Other Training:
9. Countries of Work Experience:
10. Languages:

Language	Speaking	Reading	Writing

11. Employment Record:

From	To	Employer	Positions Held

12. Detailed Tasks Assigned:
13. Work Undertaken that best illustrates capability to handle the tasks assigned:
14. Professional Certifications:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature of authorized
Representative of the staff

Date:

Full name of authorized representative:

Quality Certifications

ISO 9001	(Yes/No)	
ISO/IEC 20000	(Yes/No)	
ISO27001	(Yes/No)	

Certificate copies need to be attached.

Project Management Practices

Please provide high-level details of the project management practices that will be followed to manage the project. The project management practices would include (but not be limited to) details of:-

- Bidder must provide details of how they envisage the contract being managed including principles such as (but not limited to) joint planning and control mechanisms; regular and active review meetings; Project management of individual work streams and overall program management of the entire service; Performance reporting
- Bidder should outline their proposed governance structure and designate a Service Manager to co-ordinate their activities and provide a focal point of contact to whom Utility can refer on any matter concerning the service.
- Reporting lines and decision-making powers within the bidder's organization must be explained
- Reporting formats and templates that would be followed by the bidders
- Outline the proposed escalation procedures in the event that issues arise.

Quality Assurance

- Quality of service - Suppliers must provide details of their proposed approach to quality assurance to ensure the quality of services. This should include:
 - Responsibility of quality of service;
 - How the supplier will ensure quality service is provided;
 - How quality will be measured
- Does your company has any quality certification / Assessment? If so, please provide your responses for the following:

Table: Details of Certification

Description	Bidder's Response
Certification / Assessment Name	
Who issued the certification/assessment?	
When was the certification/assessment obtained?	
Does this certification/assessment process involve periodic reviews and observations/ remarks after such review? If so, please provide details and specify when your company is due for its next quality review?	

- Please specify your company's process for product development and enhancements

Documentation

Please provide a list of all user documents that will be provided along with the proposed solutions. This must include the following minimum documents:

- System and administration manuals
- Technical support handbook
- User Manuals;
- Error Messages and their Meanings;
- Training Manuals;
- Analysis & Design Manuals with the relevant data flow diagrams, entity relationship diagrams, schemas etc.;
- Additions/ changes to the documents after upgrades; and
- Operations Manuals.

Note: All the provided documents should be in English/Malayalam

Deviations Sheet

Only “non-material deviations” (which means only those deviations that do not qualify as material deviations of bid document) will be considered by the purchaser. Please describe all the non-material deviations w.r.t Terms & Conditions described in the General Conditions of Contract, and Special Conditions of Contract.

If bidder desires to take any non-material deviation from the terms & conditions of the tender, it should be mentioned specifically in this deviation sheet. Unless such deviations are mentioned in this deviation sheet, the same will not be taken into consideration.

Table: Format for Deviations

Tender Clarifications – Terms and Conditions			
Sl. No.	Tender Reference (Section /Clause number)	Details of Clauses / Section needing deviation	Deviation proposed

Except aforesaid deviations, the entire order, if placed, shall be executed in accordance with specifications and any other conditions, variations/deviations etc. if found, elsewhere in this proposal should not be given any consideration while finalizing the tender.

It is not mandatory to consider and accept the deviation mentioned on deviation sheet proposed by the bidder.

Note: - Continuation sheet of like size & format may be used as per bidder’s requirement wherever necessary.

8.8 PERFORMA FOR NO DEVIATION DECLARATION

(To be furnished on Bidder's Letterhead)

To:

Chief Engineer (IT, CR& CAPs)
8th floor, VidyuthiBhavanam,
Pattom, Thiruvananthapuram – 695 004

Reference: RFN No.dated

Sir,

There are no deviations (null deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us.

Yours faithfully

Name:

In the capacity of:

Signed:

Duly authorized to sign the Bid for and on behalf of:

Date& Seal:

8.9 BIDDER'S AUTHORISATION CERTIFICATE

(To be furnished on Bidder's Letterhead.)

Please attach the board resolution / valid power of attorney in favour of person signing this authorizing letter.

8.10 MANUFACTURER'S AUTHORIZATION - DELETED

8.11 SELF DECLARATION OF NO BLACKLISTING

To:

Chief Engineer (IT, CR& CAPs)
8th floor, VidyuthiBhavanam,
Pattom, Thiruvananthapuram – 695 004

Reference: RFP No.dated

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document

[No.] regardingfor the period of the project. I hereby declare that my company has not been debarred/black listed by any Government / Semi-Government organizations in India. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

Name:

In the capacity of:

Signed:

Duly authorized to sign the Bid for and on behalf of:

Date& Seal:

9 APPENDIX A - PROFOMA FOR PERFORMANCE BANK GUARANTEE

ON STAMP PAPER OF RS.200/-

Appendix A

PERFORMANCE BANK GUARANTEE

BG No. _____ Date: _____

This guarantee is made on this day of 20.... by
 (complete postal address of the bank) hereinafter called 'the
Bank', which expression shall unless repugnant to the context or meaning thereof shall
 include its successors and assigns.

WHEREAS the Kerala State Electricity Board Limited, a Company incorporated by
 the Government of Kerala under the Companies Act, 1956 having its registered office at
 Vidyuthi Bhavanam, Pattom, Thiruvananthapuram, Kerala, PIN – 695 004, represented by
 [name of the agreement authority hereinafter called as 'the **Purchaser**', which expression
 shall unless repugnant to the context or meaning thereof shall include its successors and
 assigns if having agreed to exempt
(hereinafter called **contractor(s)**" which
 expression unless repugnant to the context and meaning thereof shall include its
 successors and assigns) from depositing with the **Purchaser** a sum of Rs.
 towards Performance Security Deposits in lieu of the said **contractor(s)** having agreed to
 furnish a bank guarantee for the said sum of Rs. as required under the
 terms and conditions of Purchase Order No. dated
 (hereinafter referred as the 'order') placed by the **Purchaser** on the
 said **contractor(s)** and on specific request on the part of the said **contractor (s)**, we the
Bank hereby unconditionally and irrevocably affirm and undertake-

(a) At the request of the **contractor(s)**, we 'the **Bank**', do hereby unconditionally and
 irrevocably affirm and undertake that we are the Guarantor and are responsible to
 the **Purchaser** up to a total sum of [Rupees
 only] such sum being payable by us to
 the **Purchaser** immediately upon receipt of first written demand from the said
Purchaser.

(b) We unconditionally and irrevocably undertake to pay to the **Purchaser** on an
 immediate basis, upon receipt of first written demand from the said **Purchaser** and
 without any cavil or argument or delaying tactics or reference by us to the
contractor(s) and without any need for the **Purchaser** to convey to us any

that

8. Dated the _____ day of _____ for _____

reasons for invocation of the guarantee or to prove the failure to perform on the part of the **contractor(s)** or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of
[Rupees only].

- (c) We hereby waive the necessity of the **Purchaser** demanding the said amount from the **contractor(s)** prior to serving the demand notice upon us.
- (d) We further agree and affirm that no change or addition to or other modification to the terms of the agreement, shall in any way release us from any liability under this unconditional and irrevocable guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the **Purchaser** that the **Purchaser** shall be the sole and exclusive judge to determine that whether or not any sum or sums are due and payable to him by the **contractor(s)**, which are recoverable by the **Purchaser** by invocation of this guarantee.
- (e) This guarantee will not be discharged due to the change in constitution of the **Bank** or the **Purchaser**. We undertake not to withdraw or revoke this guarantee during its currency/validity period, except with the previous written consent of the **Purchaser**.
- (f) We unconditionally and irrevocably undertake to pay to the **Purchaser**, any amount so demanded not exceeding [Rupees only] notwithstanding any dispute or disputes raised by the Employer or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this guarantee being absolute, unconditional and unequivocal. The payment so made by us under this guarantee to the **Purchaser**, shall be a valid discharge of our liability for payment under this guarantee and the **contractor(s)** shall have no claim against us for making such payment.
- (g) This unconditional and irrevocable guarantee shall remain in full force and effect and shall remain valid until and shall be extended from time to time for such period as may be decided by the **contractor(s)** on whom the guarantee is invoked.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed (value in figures) [value in words].
2. This unconditional and irrevocable Bank Guarantee shall be valid with effect from..... to
3. We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if the **Purchaser** serves upon us a written claim or demand on or before [validity date].

For and on behalf of the Bank

[Signature of authorized signatory(ies)]

Signature:

Name :

Designation:

POA Number:

Contact Nos. : Tel..... Mobile.....

Fax No.

Email

Common seal of the Bank:

Witness: ,

1.

2.

Signature:

Name:

Address:

Contact No. Tel.

Mobile

email:

APPENDIX B - CONTRACT AGREEMENT FORM

Kerala Stamp Paper
(value of Stamp paper is
Rs 1/- for every 1000/- rupees or part thereof on
the amount agreed in the Contract subject to a
maximum of Rs 1,00,000/-)

Agreement

THIS AGREEMENT is made on this day of, Year 20....., between Shri.....Chief Engineer (IT, CR& CAPs) of Kerala State Electricity Board Ltd, VidyuthiBhavanam, Thiruvananthapuram – 695004, Kerala, India (hereinafter called “the Purchaser”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part, and ----- (hereinafter called “the Supplier”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

WHEREAS the Purchaser had invited RFP for..... vide E-Tender No.dated.....2020.

AND WHEREAS various bids were received pursuant to the said bid

AND WHEREAS the Purchaser has accepted a Bid by the Supplier for the above said work in the sum of INR (Indian Rupees); inclusive of all Taxes & Duties (hereinafter “the Contract Price”).

And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

2. The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:

- i. the detailed award of contract;
- ii. the Service level agreement and Contract Agreement;
- iii. Terms & Conditions of Contract;
- iv. the Scope of Work;
- v. Technical Specifications
- vi. the Instructions to bidders;
- vii. the Purchaser’s Notification to the Supplier for Award of Contract;
- viii. Supplier’s response (proposal) to the RFP, including the Bid Submission Sheet and the Price Proposal submitted by the Supplier;
- ix. Acceptance of purchaser’s notification
- x. RFP document (.....) along with all corrigendum, clarifications and related documents issued by the Purchaser.

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy the defects therein and bring them in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the India on the day, month and year indicated above.

Signed by Chief Engineer (IT, CR& CAPs)/ Kerala State Electricity Board Ltd (Authorized Utility official)

Witness-1 - Name & Designation of the Witness to be decided by KSEBL

Witness-2 - Name & Designation of the Witness to be decided by KSEBL

Signed by
(for the Supplier)

Witness-1 – Name & Designation of the Witness of the Supplier

Witness-2 - Name & Designation of the Witness of the Supplier

APPENDIX C- SERVICE LEVEL AGREEMENT FORMAT

1. Purpose of this Agreement

The purpose of this SLA is to clearly define the levels of service to be provided by Supplier to Purchaser for the duration of this contract or until this SLA has been amended. The benefits of this SLA are to:

1. Trigger a process that applies Purchaser and Supplier management attention to some aspect of performance only when that aspect drops below an agreed upon threshold, or target.
2. Makes explicit the performance related expectations on performance required by the Purchaser
3. Assist the Purchaser to control levels and performance of services provided by Supplier
4. This SLA is between Supplier and Purchaser.

2. Description of Services Provided

Supplier shall provide service as defined in Scope of Work, in accordance to the definitions and conditions as defined in the Terms and Conditions.

3. Duration of SLA

This Service level agreement would be valid for entire period of contract. This SLA may be reviewed and revised according to the procedures detailed in SLA Change Control.

4. Service Level Agreements & Targets

This section is agreed to by Purchaser and Supplier as the key supplier performance indicator for this engagement. The following section reflects the measurements to be used to track and report systems performance on a regular basis. The targets shown in the following tables are for the period of contact or its revision whichever is later.

4.1 Service Level Chart

(Add the Service Level Chart Table-1 given in Section.7 'Service Level Agreement' of the RFP document)

4.2 Severity Definition Chart

Table-2: Severity Definition Chart

6	Support Category	Criteria	Resolution	Maximum Response Time
6.1	Critical	The system is unable to be used for normal business activities. There is certainty of financial loss to PURCHASER.	90 Minutes	15 Minutes
6.2	Urgent	There is a problem with part of the system, which impacts on Purchaser's decision making. No viable workaround is available. There is a likelihood of financial loss.	4 Hours	1 Hour
6.3	High	The efficiency of users is being impacted, but has a viable workaround.	6 hours	2 Hours

6	Support Category	Criteria	Resolution	Maximum Response Time
6.4	Medium	A low impact problem that affects the efficiency of users but has a simple workaround.	12 Hours	8 Hours
6.5	Low	A fault, which has no particular impact on processing of normal business activities.	One Week	8 Hours

5. Breach of SLA

In case the Supplier does not meet the service levels mentioned in the Service Level Chart, for three (3) continuous time periods as specified in the relevant clause, the Purchaser will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case:-

1. Purchaser issues a show cause notice to the Supplier.
2. Supplier should reply to the notice within three working days.
3. If the Purchaser authorities are not satisfied with the reply, the Purchaser will initiate termination process of contract with prior notice.

6. Exclusions

The Supplier will be exempted from any delays or slippages on SLA parameters arising out of following reasons:-

1. Delay in execution due to delay (in approval, review etc.) from Purchaser's side. Any such delays will be notified in written to the IT Team.
2. The network links will be provided by a third party and the Supplier will monitor and report any problems on behalf of third party. If Supplier notifies and Purchaser approves that the delay or fault was due to the third party link services then such loss will not be considered for tracking Supplier's SLA parameters (Also reduced from total service time).

7. Monitoring and Auditing

IT Team of Purchaser will review the performance of Supplier against the SLA parameters each month, or at any periodicity defined in the contract document. The review / audit report will form basis of any action relating to imposing penalty or breach of contract. Any such review / audit can be scheduled or unscheduled. The results will be shared with the Supplier as soon as possible. Purchaser reserves the right to appoint a third-party auditor to validate the SLA.

8. Reporting Procedures

The Supplier's representative will prepare and distribute SLA performance reports in an agreed upon format by the 10th working day of subsequent month of the reporting period. The reports will include "actual versus target" SLA performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports will be distributed to the Purchaser's IT Team.

9. Issue Management Procedures

9.1 General

This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between Purchaser and Supplier. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at lower management levels.

9.2 Issue Management Process

- Either Purchaser or Supplier may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- Purchaser and the Supplier's representative will determine which committee or executive level should logically be involved in resolution.
- A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least
- 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- Management of Purchaser and Supplier will develop a temporary, if needed, and the permanent solution for the problem at hand. The Supplier will then communicate the resolution to all interested parties.
- In the event of a significant business issue is still unresolved, the dispute will be resolved as specified in Section.4 "Terms and Conditions", Clause 4.22 – Governing Law and Dispute Resolution

10. SLA Change Control

10.1 General

It is acknowledged that this SLA may change as Purchaser's business needs evolve over the course of the contract period. As such, this document also defines the following management procedures:

1. A process for negotiating changes to the SLA.
2. An issue management process for documenting and resolving particularly difficult issues.
3. Purchaser and Supplier management escalation process to be used in the event that an issue is not being resolved in a timely manner.

Any changes to the levels of service provided during the term of this agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this document and consequently the contract.

Changes/modification in the application, which require development efforts less than one month shall be considered as included in the scope. Any changes/modifications with require development effort more than one month will be considered for the payment based on mutually agreed terms and conditions.

10.2 SLA Change Process

Both the parties may amend this SLA by mutual agreement in accordance. Changes can be proposed by either party. Normally the forum for negotiating SLA changes will be Purchaser's monthly review meetings.

10.3 Version Control

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

11. Management Escalation Procedures

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure ensures that purchaser and Supplier management are communicating at the appropriate levels. Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

1. All issues would be raised to the project nodal officer, which is completely responsible for the day to day aspects of the implementation/service. The project nodal officer shall classify the issues based on their severity level and resolve them within appropriate timelines.
2. If project nodal officer is unable to resolve an issue, the issue would be escalated to the top management with options/ risks detailed for decision. Top management will make decisions based on the options/ risks presented by the IT team.

APPENDIX D - BOUNDEN AGREEMENT TO ACCOMPANY THE TENDER

(To be submitted along with EMD)

(To be executed on a Rs.200 /- non-judicial Kerala Stamp Paper)

Articles of agreement executed on this.....theday of Two thousand and between the Kerala State Electricity Board Ltd. acting through (here enter the designation of the officer who has invited this tender (herein after referred to as "The KSEB Ltd") of the one part and Sri..... (here enter name and address of the tenderer) hereinafter referred to as "The bounden" of the other part

WHEREAS in response to the invitation for tenders as per Notification No. datedand subsequent amendments thereto, the bounden has submitted to the KSEB Ltd a tender for the specified therein subject to the terms and conditions contained in the said tender documents.

WHEREAS the bounden has also deposited with the KSEB Ltd a sum of Rs. as earnest money for execution of an agreement undertaking the due fulfilment of the contract in case his tender is accepted by the KSEB Ltd.

Now THESE PRESENTS WITNESS and it is hereby mutually agreed as follows

1. In case the tender submitted by the bounden is accepted by the KSEB Ltd and the contract foris awarded to the bounden, the bounden shall within 15 days of acceptance of this tender execute an agreement with the KSEB Ltd incorporating all the terms and conditions under which the KSEB Limited accepts his tender.

2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract the KSEB Ltd shall have power and authority to recover from the bounden any loss or damages caused to the KSEB Ltd by such breach as may be determined by the KSEB Ltd, appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate, the deficit amount may be recovered from the bounden and his properties movable and immovable also in the manner here in after contained.

3. All sums found due to the KSEB Ltd under or by virtue of this agreement shall be recoverable from the bounden and his properties, movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and also in such other manner as the KSEB Ltd may deem fit.

In witness where of Sri.....(here enter name and designation) for and on behalf of the KSEB Ltd and Sri.....(here enter the name of the bounden) have hereunto set their hands the day and year shown against their respective signatures.

Signed by Sri.....(date)

In the presence of witness.

- 1.
- 2.

Signed by Shri.....(date)

In the presence of witness

- 1.
- 2.

Appendix E

LETTER HEAD OF THE CHARTERED ACCOUNTANT

TO WHOM SO EVER IT MAY CONCERN

ANNUAL TURNOVER CERTIFICATE

The Annual Turnover of (Name & Address of the firm) for the past years are given below and certified that the same is true and correct to the best of my knowledge.

Sl. No.	Financial Year	Turnover in Lakhs
1		
2		
3		
Total		

Average Annual Turnover:

This Certificate is issued on the basis of Audited Financial Statements produced before me for verification.

(Signature)
Name, Address &
Membership Number:
E-mail ID & Contact Number:
UDIN:

Place:
Date:

Appendix F

LETTER HEAD OF THE CHARTERED ACCOUNTANT

TO WHOM SO EVER IT MAY CONCERN

NETWORTH CERTIFICATE

The Networth of (Name & Address of the firm)
for the past years are given below and certified that the same is true and correct to the
best of my knowledge.

Sl. No.	Financial Year	Networth in Lakhs
1		
2		
3		
Total		

This Certificate is issued on the basis of Financial Statements produced before me
for verification.

(Signature)
Name, Address &
Membership Number:
E-mail ID & Contact Number:
UDIN:

Place:
Date:

DPB/1146/2015/41
Networth Certificate 11144

Appendix GDECLARATION CERTIFICATE

We do hereby declare that the contents of the offer submitted vide No. against this tender (Tender No. dated) have been given after fully understanding and the same are true and complete in every particular and that if any untrue abetment/information contained therein, the said offer shall be considered absolutely null and void and we shall be liable for any penal action as per the provisions of Law for the time being in force.

1. I/We Partner/Legal Attorney/Proprietor/Accredited Representative of M/s..... declare that we are submitting our tender for the supply of materials/execution of work vide our offer No. dated
2. The contents of the offer given after fully understanding and all information furnished by me/us are correct and true and complete in every respect.
3. All documents/credentials submitted along with the tender are genuine, authentic, true and valid.
4. If any information or document submitted is found to be false/incorrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against me/us including termination of the contract, forfeiture of all dues including Earnest Money Deposit/Security Deposit and blacklisting of my/our firm and all partners of the firm as per provisions of Law.

Place:
Date:

Signature of the Tenderer

(Seal of the Firm)

APPENDIX – H
Format for Non-Disclosure Agreement

This 'Non – Disclosure Agreement' is entered on this the day of, 20.... between Kerala State Electricity Board Limited, Vidyuthi Bhavanam, Pattom, Thiruvananthapuram, Kerala -695 004 represented by the Chief Engineer (IT,CR&CAPs), which expression unless excluded by or repugnant to the context or meaning thereof shall include his successors, representatives and assignees on the one part [hereinafter referred to as the 'Disclosing Party'] and the
..... (the complete postal address) represented by its, which expression unless excluded by or repugnant to the context or meaning thereof shall include his successors, representatives and assignees on the other part [hereinafter referred to as the 'Receiving Party']. The said Non-disclosure Agreement is entered for the purpose of ensuring confidentiality of the data and other information associated with the contract and for the protection of such information from any unauthorized use and disclosure.

1. For purposes of this Agreement, “**Confidential Information**” shall mean *Information relating to the business, clients, customers and business practices of the Disclosing Party and shall include but not limited to commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise, whether oral or written, relating to disclosing party and any other information that is reasonably determined to be confidential or proprietary.*

but the same will not include information that:

- (i) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of the Receiving Party; or*
 - (ii) was known by the Receiving Party prior to receiving such information from the Disclosing Party and without restriction as to use or disclosure; or*
 - (iii) is rightfully acquired by the Receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or*
 - (iv) is independently developed by the Receiving Party without access to any Confidential Information of the Disclosing Party*
2. Receiving Party agrees: (i) to maintain the Disclosing Party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties; in any form and (iii) not to use any such Confidential Information for any purpose except as specified in this Agreement. However, Receiving Party may disclose the Confidential Information to its partners/directors and employees, who have a bonafide need to know such Confidential Information for the Purpose and to perform quality or performance review processes. Each such partner/director and employee shall be bound by the terms of this agreement. Additionally, the Receiving Party may disclose such Confidential Information to its professional advisers for the purposes of seeking advice and in the said circumstance the said professional advisors will be bound

by confidentiality not less onerous than this Agreement. Nothing contained in this Agreement will restrict the Receiving Party from disclosing the Confidential Information to the extent required by any law or regulation; provided that the Receiving Party will beforehand make reasonable efforts to give the Disclosing Party advance notice of such disclosure required, to the extent the same is practical and legally permissible, in order to enable the Disclosing Party to prevent or limit such disclosure.

3. All Confidential Information remains the sole and exclusive property of the Disclosing Party. It is agreed that nothing in this Agreement will be construed as granting any rights to the Receiving Party, by license or otherwise, in or to any Confidential Information of the Disclosing Party, or any patent, copyright or other intellectual property or proprietary rights of the Disclosing Party, except as specified in this Agreement.
4. It is agreed that unless and until a definitive agreement is entered between the parties to this agreement with respect to the Purpose has been executed and delivered, neither Party will be under any legal obligation of any kind whatsoever with respect to achievement of such Purpose whether through written or oral expression by any of their partners, directors, officers, employees, stakeholders, agents, or any other representatives, fiduciaries or advisors.
5. All confidential information is provided by the disclosing party on an “AS IS” basis. Neither party makes any representations or warranties as to the accuracy or completeness of the Confidential Information, it being understood that neither party shall have any liability to the other party

resulting from the use of the Confidential Information supplied by the Disclosing Party, except as may be expressly provided in a definitive agreement entered between the parties.

6. That no delay or failure in exercising any right, power or privilege hereunder shall be construed to be a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
7. Receiving Party acknowledges that unauthorized use or disclosure or threatened disclosure of the Confidential Information may cause irreparable harm and significant damages to the Disclosing Party. Accordingly, Receiving Party agrees that the Disclosing Party will have absolute right to obtain immediate relief from the Receiving Party on account of any unauthorized use or disclosure or threatened disclosure of its Confidential Information, in addition to any other rights and remedies that it may have in law or otherwise without establishing any actual proof of damages.
8. Receiving Party shall treat the existence of this Agreement, its contents, and its subject matter as Confidential Information and require the written approval of Disclosing Party prior to any public acknowledgement of this Agreement, its contents or its subject matter except as stated in clause 2 above.
9. This Agreement shall be governed by and construed in accordance with Indian laws and any dispute arising from it shall be subject to the exclusive jurisdiction of the Civil Courts at Thiruvananthapuram.

10. This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. Receiving Party shall not assign this Agreement, in whole or in part, without the Disclosing Party's prior written consent, and any attempted assignment without such consent will be void.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Non-Disclosure Agreement.

KSEBL

.....

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Witness

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____