



RAILTEL CORPORATION OF INDIA LTD.

(A Govt. of India Enterprise)

Territory Office

Plot No17, 1st Floor, Raghunath Nagar,

Near Shahpura Police station,

Bhopal MP-462039

Western Region Office

Western Railway Microwave Complex Senapati

Bapat Marg, Near Railway Sports Ground,

Mahalaxmi, Mumbai – 400013

Corporate Office

Plate-A, 6th Floor, Office Tower-2,

NBCC Building, East Kidwai Nagar,

New Delhi-110023

Request for Quote

For

“Appointment of MSP for Providing & Managing the
Infrastructure on Cloud for IT Applications of MPPKVCL,
Indore through Rate Contract Award (RCA)

Tender Ref :- RCIL WR-BPL0 MKTG (EB)/1/2023/30459 Dtd. 27/02/2023

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NOTICE

Tender Ref./RCILWR-BPL0MKTG(EB)/1/2023/30459 Dt.: 27/02/2023

RailTel Corporation of India Ltd invites Tender's via E-Mail with password protected sealed packets from reputed firms for work mentioned in the Scope of this Tender. The technical and commercial (price) bids shall be submitted through E-Mail at bpltooffice@railtelindia.com in password protected sealed packets as separate PDF documents up to the end date & time mentioned below.

Sr No	Description	Estimated Cost	Last date & Time for Bid Submission	Date & Time for Bid Open	Completion Period
1	Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVVCL, Indore through Rate Contract Award (RCA)	Rs. 52430000/- As per Tender No: MD/WZ/06/PUR/NIT283/TS-1661 Date :- 03/01/2023	06-03-2023 15:00 Hrs.	06-03-2023 15:30 Hrs.	As per Tender No: MD/WZ/06/PUR/NIT 283/TS-1661 Date :- 3/01/2023
	Type of Bid	'THREE COVER BID (1) FEE , 2) Pre. Ququalification and Technical 3) Price Bid)			

Note: In case of any discrepancy or ambiguity in any clause/specification pertaining to scope of work area, the Tender no. MD/WR/06/PUR/NIT 283/TS-1661. Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVVCL, Indore through Rate Contract Award (RCA) in subsequent corrigenda, shall supersede and will be considered sacrosanct. **(Copy at annexure–VIII).**

PRICE BID

Please Refer BoQ – Annexure -IX

Bidder should quote price for end to end SOW wrt -

Tender Ref :-RCIL WR-BPL0 MKTG(EB)/1/2023/30459 Dtd. 27/02/2023 and subsequent corrigenda.
Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of
MPPKVVCL, Indore through Rate Contract Award (RCA)

Note: In case of any discrepancy or ambiguity in any clause/specification pertaining to scope of work area, the Tender no. MD/WR/06/PUR/NIT 283/TS-1661 i.e. Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVVCL, Indore through Rate Contract Award (RCA) in subsequent corrigenda, shall supersede and will be considered sacrosanct. **(Copy at annexure–VIII).**

1. The details are as under:

1	Issue date of “Invitation for Tender document”	27-2-2023
2	Last date for submission of Tender by applicants	06-03-2023 15:00 Hrs.
3	Opening of Tenders	06-03-2023 15:30 Hrs.
4	Tenders Submission Mode	By email (with password protected)
5	Completion Period	As per Tender No: Tender no. Tender Ref :-RCILWR-BPL0 MKTG (EB)/1/2023/30459 Dtd. 027/02/2023 and subsequent corrigenda.
6	Estimated Value of Work	Rs. 5,24,30,000/-

Tender and all corrigenda will be made available at RailTel Corporation of India’s portal <https://www.railtelindia.com> Query if any, may be sent on bpltooffice@railtelindia.com only upto 03-03-2023

EMD and tender Fee required (EMD - Rs. 100000/- Tender Fees – Rs. 10000/-)

(For Bank detail Refer Annexure X)

As per Tender No: MD/WR/06/PUR/NIT 283/TS-1661 and subsequent corrigenda.

Note: For bid submission, tenderer will have to submit signed and stamped printed copy of the tender document.

1. RailTel intends to look for an Empaneled BIDDER who can help us with Bid Submission& have the ability to take up the work on turnkey basis and who has good connect with the customer and local environment. The bidder shall bear all costs associated with the preparation, submission / participation in the bid. RailTel in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.
2. Bidders shall necessarily furnish the details of the valid SD/ PBG/Tender fee/fee applicable submitted at time of empanelment for consideration of their offer.
3. Undertaking stating that bidder accept to execute SOW of Tender No: MD/WR/06/PUR/NIT 283/TS-1661 Date :- 3/1/2023 and subsequent corrigenda on fully Back to Back basis.
4. Copy of power of attorney issued in favor of signatory
5. The bidder responding to this Tender shall give an undertaking that, if they are successful, then they will not participate in the Tender No: MD/WR/06/PUR/NIT 283/TS-1661 Date :- 3/1/2023 and subsequent corrigenda directly or with other direct bidder
6. A pre bid agreement will be signed with successful bidder on non-judicial stamp of adequate value as per final bid value. Format will be shared with successful bidder only

7. Bidder should have aggregate turnover for the last five financial years should not be less than 100% of the value of the tender. If tender is issued in the month of September or prior to September then last 5 FY shall include the financial year ended in March of last year and in case tender is issued after the month of September then last year should be financial year ended in March of current year.

8. The Bidder must provide acceptance (with documents) on the following:

All payments shall be paid on Bidder back to back basis. RailTel shall make payment to selected Business Associate after receiving payment from the end customer for the successful completion portion. In case of any penalty or deduction made by the end customer, the same shall be deducted from the selected BIDDER .

The BIDDER must have the pre-requisite experience for similar type of work (proof of similar works need to submit inform of PO and completion along with Value)

Bidder will submit No deviation certificate. Bidder will submit non-black listed certificate.

Partner will be chosen as per the policy guidelines of RailTel Corporation of India Ltd. Further evaluation will be carried out.

Please submit your proposal latest by 06-03-2023 upto 15:00 Hrs.

Prospective bidders are required to direct all communications related to this Invitation for Tender document, through the following Help Desk:

Contact (1)	:	Sri Anand Kumar
Designation	:	Deputy General Manager/
Marketing Email	:	anandnkn@RailTelindia.com
Telephone	:	+91 7552428644
Mobile	:	+91 9004444107

Contact (2)	:	Sri Pavan Kumar Bhargava
Designation	:	Group General Manager/ Territory Manager /Bhopal
Email	:	pavan@RailTelindia.com
Telephone	:	+91 7552428644
Mobile	:	+91 9179005188

	Check List	
Sl No	Document	Remarks (Yes/ No)
1	Offer Letter	Annexure I
1	Proof of Submission of PBG/SD/Tender Empanelment Fee submitted against Empanelment with RailTel	
2	Copy of LoA/LOI issued by RailTel for confirmation of empanelment.	
3	Undertaking stating that bidder accept to execute SOW of Tender No: MD/WR/06/PUR/NIT 283/TS-1661 Date:-03/01/2023 and subsequent corrigenda on fully Back to Back basis.	
4	Undertaking that, if they are successful, then they will not participate in the Tender No: MD/WR/06/PUR/NIT 283/TS-1661 Date:-03/01/2023 directly or with other direct bidders.	
5	Compliance certificate format	Annexure II
6	Price Bid	Annexure IX
7	Financial capacity Format	Annexure IV
8	Format for Declaration for acceptance of all Terms & Conditions	Annexure V
9	Non black listed	Annexure VI
10	No deviation certificate	Annexure VII

ANNEXURE-I:

OFFER LETTER

(To be on company letter head)

Tender Ref./RCILWR-BPL0MKTG(EB)/1/2023/30459 Dt.: 27/02/2023

To,
Executive Director
RailTel Corporation of India Limited
Western Railway Microwave
Complex
Senapati Bidder pat Marg,
Near Railway Sports Ground,
Mahalaxmi, Mumbai – 400013

Dear Sir,
SUB: Participation in the Tender.

Having examined the Invitation Tender document bearing the reference number Tender Ref. RCILWR-BPL0MKTG(EB)/1/2023/30459 Dt.: 27/02/2023 released by your esteemed organization, we undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for Tender document.

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

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

Date:

Signature with seal –

Name: _____

Designation: _____

Annexure II: Compliance Certificate

To,
Executive Director
RailTel Corporation of India Limited
Western Railway Microwave Complex
Senapati Bidder pat Marg,
Near Railway Sports Ground,
Mahalaxmi, Mumbai – 400013

Sub: Tender Ref./RCILWR-BPL0MKTG(EB)/1/2023/30459 Dt.: 27/02/2023

Dear Sir,

This is in response to the Invitation for Tender for the “Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVVCL, Indore through Rate Contract Award (RCA) in Tender Ref./RCILWR-BPL0MKTG(EB)/1/2023/30459 Dt.: 27/02/2023. We have applied against Tender issued by RailTel Corporation of India Ltd. We hereby covenant, warrant and confirm. We hereby comply with all the terms and conditions/ stipulations as contained in the Invitation for Tender document including Tender No: MD/WZ/06/PUR/NIT283/TS-1661

Date:

Signature with seal (in the box)



Name:

Designation:

Annexure-III :

PRICE BID

As per BoQ annexure – IX

Bidder should quote price for end to end SOW as per Tender no. RCILWR-BPL0MKTG(EB)/1/2023/30458 Dt.: 27/02/2023 and subsequent corrigenda .

Note: In case of any discrepancy or ambiguity in any clause/specification pertaining to scope of work area, the Tender no. MD/WR/06/PUR/NIT 283/TS-1661 i.e. Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVVCL, Indore through Rate Contract Award (RCA). in subsequent corrigenda, shall supersede and will be considered sacrosanct. **(Copy at annexure–VIII).**

Annexure- IV: Performa for Format for Turnover & Profit & Loss Certificate
(to be issued by practicing Chartered Accountant on its letter head)

TO WHOM IT MAY CONCERN

Tender Ref./RCILWR-BPL0MKTG(EB)/1/2023/30459 Dt.: 27/02/2023

This is to certify that M/shaving its office atare in the business of for Completed years (considered upto 31st March 2023) and the date of incorporation is _____. Their annual financial Turnover during the preceding five years or from date of incorporation (in case of date of incorporation is within five years of March) are as given below:

Financial Year	Turnover (in Rs Cr)	Profit / Loss (in Rs Cr)
2017-2018		
2018-2019		
2019-2020		
2020-2021		
2021-2022		
Gross Five years Turnover for these Five Financial Years		

This is further certified that the above Turnover is in line with the Turnover declared by the Firm in their Income Tax Returns filed under PAN.....

Place.....

Signature.....

Name

(Seal)

Annexure- V: Performa for Declaration of acceptance for all Terms & Conditions

Declaration for acceptance of all Terms & Conditions of the

Tender Ref./ RCIL WR-BPL0 MKTG (EB)/1/2023/30459 Dtd.27/02/2023

1. We M/s (_____) having registered office at (Address)_____ agree to all the Terms & Conditions of the Tender RCIL WR-BPL0 MKTG (EB)/1/2023/30459 Dtd. 027/02/2023 issued by RailTel.
2. Our offer will remain valid for 180 days from the date of opening of the Tender.
3. We confirm that we have the necessary resources & capabilities to undertake the work as specified in the schedule of work as per all terms and conditions given in the above Tender. We have also understood the process of submitting bid to RAILTEL and Instructions given in the above Tender. Further, we confirm that we shall execute the work against this price discovery forscope as specified in this Tender.
4. We also agree that RailTel has the right to reject all Tender, in part or in full without assigningany reason whatsoever.
5. This Tender along with other documents as stipulated in Tender together with your writtenacceptance thereof shall constitute a binding contract between us.

Date:-

Name of the Company :-

Signature & Seal:-

Annexure VI

No n Black listing Certificate Declaration

To,
Executive Director
RailTel Corporation of India
Limited
Western Railway Microwave
Complex
Senapati Bidder pat Marg,
Near Railway Sports Ground,
Mahalaxmi, Mumbai – 400013

Sub: Undertaking of no deviation from Tender/ RFP terms and condition Tender Ref: RCIL
WR-BPL0 MKTG (EB)/1/2023/30459 Dtd. 27/02/2023

We hereby undertake and submit the declaration that our firm/company is not debarred / black listed for future business with any Central/ State Government organization /CPSU/SPSU in India.

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

Date:

Name & Signature of
Authorized Representative:

Company Seal:

Name of Bidder:

Full Address:

Telephone No.:

VII

Format for Statement of No Deviation from the RFP

To,
Executive Director
RailTel Corporation of India
Limited
Western Railway Microwave
Complex
Senapati Bidder pat Marg,
Near Railway Sports Ground,
Mahalaxmi, Mumbai – 400013

Date: _____

Sub: Undertaking of no deviation from Tender/ RFP terms and condition Tender Ref:
RCIL WR-BPL0 MKTG (EB)/1/2023/30459 Dtd. 027/02/2023

Dear Sir,

This is to confirm that the proposal/bid submitted by <<_____>>,
is in complete agreement with the RFP/ Tender and any of the corrigendum(s) or
amendment(s) issued thereon and there is no deviation whatsoever.

Date:

Name & Signature of
Authorized Representative:

Company Seal:

Name of Bidder:

Full Address:

Telephone No.:

Annexure VIII

MD/WR/06/PUR/NIT 283/TS-1661

Date:-03/01/2023

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



Tender Specification No.MD/WZ/06/PUR/TS-1661

Due for opening on:-31.01.2023 at 15:00 Hrs
(Online No- 2023_MPPKV_241828_1)

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

Issued by:

The Chief Engineer (Purchase)

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

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

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

Email: - sepurchase06@gmail.com

CIN No-U40109MP2002SGC015121

TENDER SPECIFICATION NO. 1661 Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVCL, Indore through Rate Contract Award (RCA) DUE FOR OPENING ON 31.01.2023 FROM 15.00 PM		
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TENDER NOTICE

No. MD/WZ/06/PUR/NIT-283/17804

Indore, dated: 22.12.2022

NOTICE INVITING TENDERS

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

TS No.	Particular	Unit	Qty	Tender Value (in Rs. Lakh)	EMD (In Rs.)	Tender Fee (In Rs.)	Due date* of opening tender from 15:00 Hrs.
1661	Appointment of MSP For Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVVCL Indore through Rate Contract Award (RCA).	LS	LS	524.30	100000.00	10000.00	31.01.2023
1662	Outsourcing of Systems & Expenditure Audit of various offices under MPPKVVCL Indore for FY 2022-2023	LS	LS	16.93	16930.000	1000.00	20.01.2023
1663	Supply & Installation of GYM Equipments & Machines at GPH Campus Pologround, MPPKVVCL, Indore	Nos	LS	13.00	13000.00	1000.00-	25.01.2023
1664	Supply of Transformer Oil Type-II	KL	1243.00	878.35	100000.00	10000.00	20.01.2023

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

- * For updated / extended due dates for opening of tender (EMD in Envelope-A & Techno-commercial bid in Envelope-B) please refer to the online key dates.
- 1. Other details can be seen in the complete tender documents available on e-portal <https://mptenders.gov.in> & our web site <http://www.mpwz.mp.gov.in>.
- 2. Tender documents can be purchased only online and downloaded from <https://mptenders.gov.in> by making online payment for the prescribed **non-refundable** tender fees. Only in the case if the tender is dropped without opening, the tender fees shall be refunded after deduction of necessary portal charges. Manual purchase of tender is not allowed. The tender fee is inclusive of all applicable taxes.
- 3. The Bid Data should be filled in and the Bid Seals of all the Envelopes and the documents which are to be uploaded by the Bidders should be submitted online as per time schedule (Key Dates).
- 4. The relevant portion of tender which tenderers have to fill online would be available on above website on date mentioned against each tender. The Bidders shall have to submit their Bids online and upload the relevant documents / forms as per time schedule (Key Dates).
- 5. Since the online bidders are required to sign their bids online using Class III-Digital Certificates only, hence they are advised to obtain the same at the earliest. For further information, Contractors are requested to contact Madhya Pradesh State Electronic Development Corporation Ltd, State IT Centre, 2nd Floor, 47-A, Arera Hills, Bhopal-462011, Telephone No. 0755-2518500 / 269, E-mail: mptenders@mpsdc.com.
- 6. Bidders intending to participate in the Tenders are required to get themselves trained on the e-Procurement System. They are required to contact Madhya Pradesh State Electronic Development Corporation Ltd, to confirm their session in advance.
- 7. The required amount of EMD shall be accepted through online payment only as per the clause No. 8 of the "Guideline & Instructions to bidders".

- The Bidders are required to invariably upload the valid documentary evidence of submission of online EMD (or EMD Exemption Certificate if applicable) in envelope-A without which online offer i.e., Envelopes-B & C shall not be opened.
8. No offer will be accepted without valid Earnest Money Deposit, unless exempted by the Company. If on opening of tender, it is revealed that EMD amount is inadequate / any other discrepancy is noticed, the tender shall be rejected.
 9. The corrigendum or addendum to the bidding documents, if any, as well as any change in due date(s) of opening of tender will be published on the websites. Company's website <http://www.mpwz.mp.gov.in> & the portal <https://mptenders.gov.in> but will not be published in newspaper. Hence participant bidders are *advised to regularly visit the websites* until the bid opening. The Company shall not be responsible in any way for any ignorance of the bidders about the corrigendum or addendum or change in the due date(s).
 10. The company reserves the right to reject any or all the tenders or accept any tender in full or part as considered advantageous to the company, whether it is lowest or not, without assigning any reason whatsoever it may be.
 11. The tender document will be uploaded on the portal normally 7 days prior to the date of pre-bid meeting (if applicable) or 15 (Fifteen) days prior to the date of respective tender opening whichever is earlier. The interested bidders are advised to regularly visit the portal for the purpose.
 12. **No submission in physical form shall be accepted at any stage during the online tender process.**
 13. **The Micro & Small Enterprises (MSEs) of Madhya Pradesh** registered with District Industries Centre (DIC)/Khadi & Village Industries Commission (KVIC)/Khadi & Village Industries Board (KVIB)/Cair Board/NSIC/Directorate of Handicraft and Handlooms / Udyog Aadhar Memorandum (UAM) or any other body specified by Ministry of Micro, Small & Medium Enterprises on the date of opening of tender for the tendered item(s) shall be exempted **from payment of tender fee**. In support of above the bidders shall be required to upload the requisite documents on the portal of MP Tender, failing which their techno commercial bid shall not be considered for opening.
 14. **In respect of TS-1661 the pre-bid meeting will be held on date 10.01.2023 at 15:00 Hrs at Corporate office (Urja Parisar) of MPPKVVCL, Indore.**

Sd/-
Chief Engineer (Pur)
MPPKVVCL, Indore

CRITICAL DATES & BASIC TENDER INFORMATION

Particulars	Details
Name of Work	Appointment of MSP for Providing & Managing the Infrastructure on Cloud for IT Applications of MPPKVVCL, Indore through Rate Contract Award (RCA)
Tender Specification Number	MD/WZ/06/PUR/TS-1661 due on 31.01.2023
Due date of submission of Tender (EMD + Techno-Commercial Bid Online)	30.01.2023 up to 15.00 Hrs.

Key Dates:-

Sr. No.	Tender Stage	Date & Time
1.	Publishing Date	03.01.2023 at 18:30 Hrs.
2.	Document Download/Sale Start Date	03.01.2023 at 18:50 Hrs.
3.	Pre-Bid Meeting Date	10.01.2023 at 15:00 Hrs.
4.	Bid Submission Start Date	16.01.2023 at 18:00 Hrs.
5.	Bid Submission End Date	30.01.2023 at 15:00 Hrs.
6.	Bid Opening Date	31.01.2023 at 15:00 Hrs.

Basic tender information:-

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

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

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

- Part-III (Envelop- 3) the bidder shall quote their rates online only in the BOQ and shall be kept in envelop-III schedule-I.
- The date of opening of financial/ price bid shall be informed separately. The bidders may please keep themselves updated of price bid opening from the e-portal.
- Pre-bid conference (as per Discom requirement).

-Sd-

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

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

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

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

SUBMISSION OF BIDS

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

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

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

ASSISTANCE TO BIDDERS

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

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

S. No	Particulars	Downloads
1	Notice to Bidders	Notice to bidders v906.pdf
2	Registration of Bidders	Bidder Registration Manual Updated v906.pdf
3	Uploading of My Documents	MyDocument Updated v906.pdf
4	Online e-Bid Submission	Three Cover Bid Submission New v906.pdf Two cover bid submission new v906.pdf Four cover bid submission new v906.pdf Single Cover bid submission New v906.pdf
5	Online Bid Withdrawal	bid withdrawal updated v906.pdf
6	Online Bid Re-submission	Bid Resubmission Updated v906.pdf
7	Clarifications (Tender Status, My Archive...)	Enquiry Updated v906.pdf
8	Trouble Shooting	troubleshoot document v906.pdf
9	BoQ Preparation Guidelines	ItemWise BOQ New v906.pdf Percentage BOQ Updated v906.pdf ItemRate BOQ Updated v906.pdf

-Sd-

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

SECTION-I

GENERAL INSTRUCTIONS TO BIDDERS

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

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

4. About MPPKVVCL, Indore

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

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

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

5. **Objective of the Bidding Document**

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

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

Key objective of the project are as under-

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

6. Project Requirement

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

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

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

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

7. Place of Execution

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

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

8.1 Employer's obligations:

Employer will be responsible for the following:

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

8.2 MSP's obligations:

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

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

9. VALIDITY OF BIDS

Offers should be kept open for acceptance for at least 180 days from the date of opening. Those who do not agree for a validity of 180 days will do so at their own risk and no request for extending the validity is likely to be made from this office. However, if due to any circumstances, beyond control, bidders are advised to extend

the validity, they shall not be permitted to revise their rates, offer any rebate or concession while extending the validity which may materially result in any reduction or increase in the computed prices of their original offer.

10. EARNEST MONEY

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

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

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

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

- i. Part-I (Envelop-1)- The bidder shall be required to deposit EMD online as specified in clause-5, section-1 of the tender specification and to upload a scan copy of the same in envelop-1. In case of exemption from payment of EMD as allowed in clause-5 (b), section-1 of the tender, bidder shall upload the scan copy of duly notarized documents as required in the above clause.
- ii. Part-II (Envelop-2)- The bidders shall be required to upload following documents digitally signed in the envelop-2 which shall form Techno commercial bid.
 - a. Schedule-II, Detail of type test

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- b. Schedule-III, Source of procurement of material
- c. Schedule-IV (A), General Information
- d. Schedule-IV (B), Commercial Information
- e. Schedule-IV(C)- Technical Information
- f. Schedule- V, Duly notarized Undertaking / Declaration by the Bidder
- g. Schedule- VI, Declaration-I
- h. Schedule- VII, Declaration-II
- i. Schedule- VIII (A), (B)- Past Experience & Supply during last 5 years
- j. Schedule-VIII (C), financial information
- k. Schedule-IX, Details of quantity offered
- l. Schedule-X (A), (B)- Commercial & Technical deviations
- m. Schedule-XI, Guarantee technical particulars
- n. Schedule-XII, Check list
- o. **Schedule XIII “PERFORMA FOR TECHNICAL BID”**
- p. **Schedule XIV: Template for Pre-Bid Queries**
- q. **Duly signed & stamped copy of complete tender document**
- r. Power of attorney/Resolution of the company authorizing a person to sign the documents in case of company registered under company act.
(The Discom may include/exclude any of the document as per their requirement)

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

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

12. DATE AND TIME OF OPENING OF BIDS - CHANGES

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

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

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

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

14. REQUIREMENT FOR OPENING OF PRICE BIDS:

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

the documents submitted by the bidder, as the case may be. The purchaser may however ask the bidder for a clarification of its bid.

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

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

Please ensure that the Online documents furnished are legible.

15. GUARANTEED TECHNICAL PARTICULARS AND QUESTIONNAIRE

Not Applicable

16. UNSATISFACTORY PERFORMANCE

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

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

17. Pre-Bid Conference

- (i) The Purchaser shall arrange a Pre-bid conference of bidders on **10.01.2023 at 15:00** Hrs in the Corporate Office (Urja Parisar) of MPPKVVCL, Indore, to clarify various clauses of the Bid Documents to ensure uniformity in understanding the bid documents.
- (ii) Bidders are advised to attend the Pre Bid Conference so as to clear all ambiguities and doubts and to point any mistakes or shortcomings which might be visible in the Tender.
- (iii) The Purchaser reserves the right to change the clauses as emerging after pre-bid conference or as per its discretion. Details of any doubt(s) about instant Tender Specification and/or required clarification/ suggestion/ modification in any of the terms & conditions and/ or the specifications etc. must be sent sufficiently in advance to the Purchaser through post or (preferably) through e-mail to **sepurchase06@gmail.com** so as to reach at least two days before the scheduled date of pre-bid meeting to enable this office to provide necessary clarification/ modification during pre-bid meeting.
- (iv) The Purchaser also reserves the right to insert new clauses or post amendments to Tender Specification etc. The changes shall be notified through addendum/corrigendum posted on Purchaser's website and e-procurement Govt. website to get all concerned informed. Bidders may therefore regularly visit the websites stated. The Purchaser shall not be responsible if some prospective bidder misses any Amendment/Addendum/ Corrigendum/ Due date extension related to the Tender.

18. AMENDMENT IN SPECIFICATIONS

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

19. BIDS IN OPEN FORM

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

20. ALTERNATIVE BIDS

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

21. MISTAKES IN BIDS

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

22. LUMPSUM BASED BIDS

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

23. PRINTED TERMS AND CONDITIONS IN BIDS

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

24. ALTERATIONS/CORRECTIONS IN BIDS

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

25. INCOMPLETE BIDS

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

26. AMBIGUITIES IN CONDITIONS OF BIDS:-

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

27. LANGUAGE OF BIDS

All tenders should be made in English only.

28. CANVASSING OF BIDS

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

29. ACCEPTANCE OF PART/WHOLE BIDS-RIGHTS THEREOF

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

30. FILLING OF QUESTIONNAIRE /SCHEDULES

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

31. DEVIATIONS FROM TERMS & CONDITIONS

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

32. AUTHORISATION/LOCAL REPRESENTATIVE

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

33. CHANGE OF QUANTITY

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

34. POOL RATES

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

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

36. ACCEPTANCE OF TENDER

- i. The Purchaser may reject any or all tenders or to accept any tender considering advantageous to Purchaser whether it is the lowest offer or not.
- ii. The Purchaser may split the quantities against the tender on more than one firm for the same item. No reasons shall be assigned by the Purchaser for this and the same will be binding on the bidders.

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

-Sd-

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

SECTION-II

QUALIFYING CRITERION

1. Qualification Criteria

1.1. **BASIC QUALIFICATION OF BIDDERS:**

The Bidding is open for the Firms only (Joint venture in any form shall not be allowed to participate in the bid) who provide satisfactory evidence that-

- i. They are qualified **Service Providers**, who regularly provided the services of the type specified and have adequate technical knowledge and practical experience.
- ii. They do not anticipate change in the ownership during the proposed period of Purchase Order (if such a change is anticipated, the scope and effect thereof shall be defined).
- iii. They have adequate financial stability and status to meet the financial obligations pursuant to the scope of the assignments.
- iv. They have adequate Knowledge & capacity available to perform the assignment properly and expeditiously within the time period specified.

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

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

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

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

S. No.	Criteria	Documents required
(i)	<p>The bidding is open to</p> <ul style="list-style-type: none"> Companies registered in India under Companies Act 1956 or Companies Act 2013, <p style="text-align: center;"><u>OR</u></p> <p>Firms registered with Registrar of firms and societies in India</p> <ul style="list-style-type: none"> Company or Firms should be in operational for last 5 years as on date of issue of this TENDER. 	<p><u>In case of Company:</u></p> <ol style="list-style-type: none"> a) Copies of Memorandum and Articles of Association of Company in case of company, b) List of its present directors / owners / Executive council members / trustees / board members of the bidder / Agency (as applicable) on official letter head of the Agency duly signed by the authorized signatory of the bidder / Agency. c) Board resolution authorising

		<p>the Director / authorized person of the company to execute bid document(s) and other correspondence with the Purchaser. The same shall be supported by a suitable Notarized Copy of Power of Attorney on Rs. 1000/-Non – Judicial Stamp paper.</p> <p><u>In case of Firm:</u></p> <p>a) Notarized Copy of certificate of registration of firms and societies in case of Firms.</p> <p>b) Notarized Copy of partnership deed of the registered firm in case firm is a partnership Firm</p>
(ii)	Bidder should have been in the IT / Software services for the last 5 years as on date of issue of this TENDER	Relevant work orders, Client certificates etc. issued in the name of bidder.
(iii)	The Bidder should not be under a declaration of Ineligibility for corrupt or fraudulent practices OR blacklisted by any Govt. /PSU organizations in India.	Self-declaration in Rs. 100/- Non-Judicial Stamp Paper with Notary.
(iv)	<p>The MSP should have experience in Cloud along with associated storage and network workloads in following manner :</p> <p>(a) Setting up at least Five (5) Cloud Implementation Projects consisting of 10 VMs each.</p> <p style="text-align: center;">OR</p> <p>(b) Setting up of Cloud Projects having total Cloud implementation Cost worth at least INR 5 Cr. For this criteria Cloud implementation projects having at least 1 Cr. Cost will only be considered.</p> <p>Out of the aforesaid projects, the MSP should have executed project (one or more) of any Government / Semi-Government Department / PSU / State-undertaking. These Projects should have been executed during last three (3) Financial Years (2019-20, 2020-2021, 2021-2022)</p>	<p>In this support, copies of work orders along with Performance Certificate indicating Quality of services provided by the Bidder should be enclosed.</p> <p>Please ensure that above information is supported by the documentary evidences i.e. Copy of Work Order/Work completion documents/ Copy of Agreement /Performance reports etc. The documents shall invariably be in the name of the participated bidders/firms only and other than those, shall not be considered.</p> <p>Note:-During cited period Ongoing Projects will be considered.</p>
(v)	A MSP/ Bidder must have authorization from the same CSP to participate in the bid and shall provide the services only from that CSP under this bid.	Certificate/Letter issued by the CSP.
(vi)	The Bidder must have an agreement with the CSP to provide and meet the requirements laid down in SLA of this contract.	Letter of support/ Authorization Letter from the CSP to the Bidder for providing services for this

		particular tender/Project.
(vii)	Bidder should have minimum of five Associates/Solution Developers and five Professional/ Solution Experts/ Solution Architect on the proposed cloud platform. They should possess relevant global certification on Cloud computing from authorized CSP agency.	Self Certificate of MSP & relevant Technical Certificates of resources
(viii)	The MSP should have CMMI (Capability Maturity Model Integration) Level-3 or IEC/ISO-27001 certification (Software Development & Customization) .	Relevant documents or certifications.

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

2.1. Financial:

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

- The bidder should have sound financial capability. Bidder's annual turnover for the last financial year should be 10% of the value of the tender OR its aggregate turnover for the last five financial years should not be less than 100% of the value of the tender. If tender is issued in the month of September or prior to September then last 5 FY shall include the financial year ended in March of last year and in case tender is issued after the month of September then last year should be financial year ended in March of current year.
- The minimum working capital of the bidders at the end of last financial year/Bank utilization certificate- fund based (not more than 30 days from the date of opening of tender as per NIT) should be 5% of the value of the tender. The stated requirement should be submitted in the following format.

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

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

S. No.	Criteria	Documents required
(i)	<p>The bidding is open to</p> <ul style="list-style-type: none"> Companies registered in India under Companies Act 1956 or Companies Act 2013, <p style="text-align: center;"><u>OR</u></p> <p>Firms registered with Registrar of firms and societies in India</p>	<p><u>In case of Company:</u></p> <ol style="list-style-type: none"> Copies of Memorandum and Articles of Association of Company in case of company, List of its present directors / owners / Executive council members / trustees / board members of the bidder / Agency (as applicable) on official letter head of the Agency duly signed by the authorized signatory of the

		<p>bidder / Agency.</p> <p>c) Board resolution authorising the Director / authorized person of the company to execute bid document(s) and other correspondence with the Purchaser. The same shall be supported by a suitable Notarized Copy of Power of Attorney on Rs. 1000/-Non – Judicial Stamp paper.</p> <p><u>In case of Firm:</u></p> <p>a) Notarized Copy of certificate of registration of firms and societies in case of Firms.</p> <p>b) Notarized Copy of partnership deed of the 'registered firm in case of firm is a partnership Firm</p>
(ii)	The Cloud Service Provider must be empanelled under MeitY (Ministry of Electronics and Information Technology).	Proof of valid Empanelment by MeitY (reference on MeitY website or Empanelment Certificate).
(iii)	<p>The Data Center Facility (or each of the facilities where the cloud service offerings are proposed to be offered) must meet the following criteria:</p> <p>i. The Data Center Facility must be within India, should be currently operational.</p> <p>ii. Conform to at least Level 3 or Tier III standard, certified under TIA 942 or Uptime Institute certifications by a 3rd party</p> <p>iii. Assured protection with security built at multiple levels.</p> <ul style="list-style-type: none"> Cloud platform should be certified for the latest version of ISO 27001 - 2013, by a competent auditing authority ISO/IEC 27017:2015 - Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology ISO 27018 - Code of practice for protection of personally identifiable information (PII) in public clouds. <p>iv. Reports of periodic third party inspections/audits and the certifications should be available online or shared on demand for scrutiny</p> <p>v. The Data Center Facility shall at a</p>	<p>i. Data Centre Tier III certificate, certified under TIA 942 or Uptime Institute certifications by a 3rd party</p> <p>ii. Relevant documents or certifications</p> <p>iii. Cloud platform certificate mentioning the validity for the latest version of ISO 27001-2013, ISO 27017, 27018 by a competent auditing authority</p> <p>iv. Copy of certificate issues by third party for periodic inspections/audits</p> <p>v. Relevant documents or certifications.</p> <p>vi. Undertaking on the Security & Data Privacy on the letter head of authorized signatory mentioning the compliance.</p>

	<p>minimum have:</p> <p>Routers, Firewalls, LAN, WAN, Internet Access, and Hosting Centers, Backup, Operations Management, and Data Management Security & Data Privacy (Data & Network Security including Anti-Virus, Virtual Firewall, Multi Factor Authentication, VPN, IPS, Log Analyzer / Syslog, SSL, DDoS Protection, HIDS / NIDS, Rights Management, SIEM, Integrated Vulnerability Assessment, SOC, Private Virtual Zones, Data Privacy, Data Encryption, Certifications & Compliance, Authentication & Authorization, and Auditing & Accounting.)</p>	
(iv)	The Cloud Service Provider must have Average Annual Turnover of Rs.100 Crores from the Cloud Provisioning Services in India in the last three Financial years (2019-20 2020-21, and 2021-22)	Letter from Statutory Auditors / Certificate from Chartered Accountant on their letterhead mentioning the annual revenue from Cloud Provisioning Services in India and Net worth details.
(v)	The CSP must be compliant with IT Act 2000 (including 43A) and amendments.	Letter from authorized signatory on the letter head of CSP mentioning the compliance
(vi)	CSP should have capability to provide virtual servers for all major operating systems including, Cent OS Linux, Red Hat Linux, SuSE Linux(or any other flavor of compatible Linux) and Windows	Relevant documents & URL
(vii)	<p>CSP should have capability to provide dedicated server/host, where customer can get the option to leverage its existing Microsoft, Oracle, software license to deploy. Should have per host billing and provides visibility of number of sockets and physical cores (no other customer should share the same server).</p> <p>Customer should be able to provision dedicated servers/host from the same self-service portal which is offered by the CSP for provisioning all the other services related to compute, storage, network, security etc. The dedicated servers/host must be the part of the same Virtual Private Cloud in which all other application infrastructure is deployed.</p>	Relevant documents & URL
(viii)	The CSP should not be debarred or black listed by Private/ PSU/Central Govt/State Govt. or any other Organization or agencies in India. Also the CSP should not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Private/PSU/Central Govt/State Govt. or	Letter from authorized signatory on the letter head of CSP regarding non-blacklisting

	any other Organization or agencies in India.	
(ix)	CSP should have capability to provide Managed Database Administration services for Oracle, MySQL, MSSQL, MariaDB, Postgres databases, NoSQL and Big Data . In case CSP is not able to provide managed services, the MSP is required to provide the same.	Self-Certification & relevant documentations.
(x)	Certifications/ Compliances of the proposed Cloud Service Provider: SOC 1, SOC 2/SOC 3	Self – Certificates for SOC 1, SOC 2/SOC 3.

4. CONFLICT OF INTEREST

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

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

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

- a) Copy to latest Income Tax return/Permanent Account Numbers (PAN) of all the partners/Directors (in case of company) along with names, addresses and telephone Nos. / Mobile Nos. of each Partner/Director.
- b) Latest partnership/ownership deed of the firm quoting the tender.
- c) Copy of list of directors (in case of a company) with names, addresses and telephone Nos./Mobile Nos. of each director.
- d) Power of Attorney to sign the tender documents and all correspondence before and after placement of order.
- e) "Regarding Serving Officer(s) or Employee(s) of the MP Discoms":
The bidder shall confirm that no serving Officer(s) or Employee(s) of the MP Discom is/ are partner(s) of the bidder's firm or having shares or has any interest in his /her firm. The Bidder shall further confirm that no partner of his / her firm has any close relationship (Spouse, Son, Daughter, Father, Mother or Brother) with any serving Officer(s) or Employee(s) of the MP Discoms.

5. EVALUATION OF OFFERS AND ACCEPTANCE OF TENDER

- i. The Purchaser may reject any or all tenders or to accept any tender considering advantageous to Purchaser whether it is the lowest offer or not without assigning any reason.

- ii. If any taxes are not quoted, the Purchaser reserves the rights to load the quoted prices as per the applicable rate of taxes prevalent at the time of bid evaluation for price comparison purposes. However, responsibility in this regard shall solely rest with bidder.
6. **COMPUTATION OF LOWEST ACCEPTABLE RATE (L1)**
Price bids of technically and financially qualified Bidders shall be opened and evaluated to find lowest quoted price. The bidder, who quotes lowest price (Grand Total Cost/Amount including all applicable taxes, duties and levies) in Annexure-I “Price Schedule”, shall be declared as L1 bidder, based on such lowest quoted Cost/Amount, the Purchaser will place Work order on such L- rates.
7. **PRICE CONSIDERATION ZONE (10% above Lowest Acceptable Rate)**
Not applicable
8. **DISTRIBUTION OF QUANTITY AMONGST ELIGIBLE BIDDERS**
Not applicable
9. **SNAP BIDDING**
- i. In case the Purchaser opts for snap bidding, then all the initial Price Bids shall be discarded by the purchaser and shall invite all the bidders, who were technically qualified, to submit the new Price Bids as per terms and conditions of the bidding document. The timeline for submission and price bid opening of such price bids shall be intimated separately to all such Bidders by the Purchaser. Bidders submitting new Price Bids electronically shall follow the electronic bid submission procedures specified in the bid document for resubmission of Price Bids.
The quoted price in the Price bid shall not be allowed to be increased above the L-1 rates. If any bidder bids above the lowest evaluated price during the initial bidding, his bid shall be treated as non-responsive and bidder shall not be considered for award.
- ii. In case any of the invited technically qualified bidder does not submit new Price Bid during the snap bidding then he shall not be considered for any further evaluation by the Purchaser.
- iii. Re-submitted new Price bids shall be again evaluated by the Purchaser as per terms and conditions of the bidding document. The Purchaser shall evaluate the price bids and derive the lowest evaluated bid (L1). However, in case, even after submission of new price bids by the bidders, the Purchaser has right to reject the lowest Evaluated Bid Price. If the bid is rejected by the purchaser then the entire bidding process shall be annulled.

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

SECTION-III

GENERAL TERMS & CONDITIONS OF PURCHASE

1. DEFINITIONS

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

- (i) “Addendum” shall mean any other document issued to the bidders in addition to the bid document by the Purchaser in the context of this bidding process.
- (ii) “Agency” shall mean the successful bidder who has received the Letter of Award from the Purchaser to execute the Purchase Order.
- (iii) “Bid/Tender” shall mean the proposal/document that the bidder submits in the requested and specified form as mentioned in bid/tender documents.
- (iv) “Bidder” shall mean the firm/manufacturer/supplier who quotes the offer against a tender or enquiry.
- (v) “BG” shall mean Bank Guarantee.
- (vi) “Companies Act” shall mean The Companies Act, 1956 (as amended or replaced from time to time).
- (vii) “Competent Authority” shall mean the authorised person of the Purchaser.
- (viii) “Division office” Manage and control working of Sub-division office/DCs. Division Office operates under Circle office and have a number of Sub-division office/DCs.
- (ix) **“Effective date of contract” shall mean the date of signing of contract agreement.**
- (x) “EMD” shall mean Earnest Money Deposit.
- (xi) “Instruction” shall mean any drawings and/or instruction in writing, details, directions and explanations issued by the Purchaser from time to time to Agency.
- (xii) “Purchaser” shall means Madhya Pradesh Pashchim Kshetra Vidyut Vitran Company Limited, Indore.
- (xiii) “MPPKVVCL” shall means Madhya Pradesh Pashchim Kshetra Vidyut Vitran Company Limited, Indore.

Terms	Definition
Employer	Employer refers to the entity that is executing this project and is responsible for on-boarding the MSP (Managed Service provider).
RFP/ Tender Document	The complete description and scope document which includes the prescribed bid forms, scope of work, specifications, time lines, price formats etc.
Bid Proposal	The technical solution document and price proposal to be submitted by the system integrator.
Bidder	All MSP/CSPs who decide to participate their bid proposal
OEM	The hardware manufacturer of the IT infrastructure components
Application Vendor	The application software licenses provider
Go-Live	Go-Live includes the Operationalization and acceptance of the application functioning from the SI.
MSP	Managed Service provider needs to have the experience of migration of application to cloud infrastructure and management of application in cloud environment.

Abbreviations

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

2. Professional Project Management

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

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

to be executed by the Successful bidder in regular manner to ensure the proper management of the project:

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

3. Acceptance of Deliverables and Testing

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

4. Use & Acquisition of Assets during the term

The Successful bidder shall:

- (i) Take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components, Deliverables used for the project and other facilities leased/owned/Operated by the successful bidder exclusively in terms of the delivery of the services as per this RFP (hereinafter the “Assets”) in proportion to their use and control of such Assets which will include all upgrades/enhancements and improvements to meet the needs of the project arising from time to time
- (ii) Term “Assets” also refers to all the hardware / Software / furniture / data / documentations/ manuals / or any other material procured, created or utilized by the Successful bidder or MPPKVVCL, Indore for implementation of IT Infrastructure solution.
- (iii) Keep all the tangible Assets in good and serviceable condition (reasonable wear and tear excepted) suitably upgraded subject to the relevant standards as stated in the bid to meet the SLAs mentioned in the contract and during the entire term of the Agreement

- (iv) Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets and which are provided to the Successful bidder will be followed by the Successful bidder and any person who will be responsible for the use of the Asset
- (v) Take such steps as may be recommended by the manufacturer of the Assets and notified to the Successful bidder or as may be necessary to use the Assets in a safe manner
- (vi) Ensure that the Assets are under the control of the Successful bidder, keep the Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them
- (vii) Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law
- (viii) Use the Assets exclusively for the purpose of providing the Services as defined in the contract
- (ix) Ensure the integration of the software with hardware to be setup and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to MPPKVVCL, Indore of this Project in an efficient and speedy manner
- (x) Successful bidder shall not use MPPKVVCL, Indore data to provide services for the benefit of any third party, as a service bureau or in any other manner.

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

- (i) For so long as the Successful bidder provides services to MPPKVVCL, Indore or its nominated agencies location, as the case may be, on a non-permanent basis and to the extent necessary, MPPKVVCL, Indore as the case may be or its nominated agencies shall, subject to compliance by the Successful bidder with any safety and security guidelines which may be provided by MPPKVVCL, Indore as the case may be or its nominated agencies and notified to the Successful bidder in writing, provide the Successful bidder with:
 - (a) reasonable access to the location from where services are to be performed, in the same manner as granted to MPPKVVCL, Indore or its nominated agencies' employees, as the case may be;
 - (b) subject to (a) above, reasonable work space, access to office equipment as mutually agreed and other related support services in such location and at such other locations MPPKVVCL, Indore as the case may, if any, as may be reasonably necessary for the Successful bidder to perform its obligations hereunder.
- (ii) Access to locations, office equipment and services shall be made available to the Successful bidder on an "as is, where is" basis by MPPKVVCL, Indore as the case may be or its nominated agencies. The Successful bidder agrees to ensure that its employees and agents shall not use the location, services and equipment referred to in RFP for the following purposes:
 - (a) for the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
 - (b) in a manner which constitutes violation of any law or a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality).

6. Security and safety

- (i) The Successful bidder will comply with the directions issued from time to time by MPPKVVCL, Indore and the standards related to the security and safety in so far as it applies to the provision of the Services/Deliverables covered under this agreement
- (ii) Adherence to basic e-Governance Guidelines and Standards for data structure (if any) shall be adhered to.
- (iii) Successful bidder shall also comply with MPPKVVCL, Indore's information

technology security and standard policies in force from time to time as applicable. MPPKVVCL, Indore shall share the relevant guidelines and standards to the Successful bidder upon signing of the RFP.

- (iv) Successful bidder shall use reasonable endeavours to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to any unauthorized access (including unauthorized persons who are employees of any Party) or interference with MPPKVVCL, Indore's data, facilities or Confidential Information.
- (v) The Successful bidder shall upon reasonable request by MPPKVVCL, Indore or his/her nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- (vi) Successful bidder shall promptly report in writing to MPPKVVCL, Indore any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at MPPKVVCL, Indore.

7. Data Ownership

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

8. Events of Default, Termination and Suspension

i. Events of Default

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

- (a) the BIDDER has failed to perform the obligations under the RFP;
- (b) BIDDER has exceeded the cap on the liquidated damages;
- (c) the BIDDER or its team has failed to conform with any of the Service Specifications as set out in the RFP;
- (d) the BIDDER has failed to demonstrate or sustain any representation or warranty made by it in the RFP, with respect to any of the terms of its Proposal and the RFP and the Agreement;
- (e) There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the BIDDER;
- (f) The BIDDER or its team has failed to comply with or is in breach or contravention of any Applicable Laws;
- (g) The BIDDER has failed to comply with any terms and conditions of the RFP;
- (h) There is an undue delay (delay which cannot be justified or reasoned by the BIDDER, to the satisfaction of the Purchaser) in achieving the agreed timelines for delivering the services under the RFP due to reasons solely attributable to the BIDDER;
- (i) Where it comes to MPPKVVCL, INDORE's attention that the BIDDER (or its Team) is in a position of actual conflict of interest with the interests of MPPKVVCL, INDORE, in relation to any of terms of the BIDDER's Proposal, the RFP as provided in the RFP.
- (j) If it comes to knowledge of MPPKVVCL, INDORE that the BIDDER or any of its personnel or its sub-contractors or such sub-contractor's personnel have been involved in any fraudulent or corrupt practices or any other practice of similar

nature.

- ii. Where there has been an occurrence of such Event of Defaults, inter alia, as stated above, MPPKVVCL, INDORE shall issue a notice of default to the BIDDER, setting out specific defaults / deviances / omissions and providing a period of up to thirty (30) days to enable the BIDDER to remedy the default/ deviances / omissions committed.
- iii. Where despite the issuance of a default notice to the BIDDER by MPPKVVCL, INDORE the BIDDER fails to remedy the default to the reasonable satisfaction of MPPKVVCL, INDORE, MPPKVVCL, INDORE may, where it deems fit, issue to the BIDDER another default notice or proceed to adopt such remedies as may be available to MPPKVVCL, INDORE including but not limited to the remedies provided in this RFP.

iv. *Consequences for Events of Default*

Where an Event of Default subsists or remains uncured even after expiry of 30 days as mentioned in this RFP, MPPKVVCL, Indore shall be entitled to:

- a) Impose any such reasonable obligations and conditions and issue any clarifications as may be necessary to ensure smooth continuation of the Services and the project which the BIDDER shall be obliged to comply with. The BIDDER shall in addition take all available steps to minimize loss resulting from such event of default.
- b) Suspend all corresponding and relevant payments to the BIDDER under the Agreement (except for milestones which have been successfully achieved) by written notice of suspension to the BIDDER provided that such notice of suspension shall (a) specify the nature of failure; and (b) request the BIDDER to remedy such failure within a specified period from the date of receipt of such notice of suspension by the BIDDER.
- c) Terminate the Agreement in full or in part.
- d) Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce indemnity provisions, recover such other costs/losses and other amounts from the BIDDER which may have resulted from such default and pursue such other rights and/or remedies that may be available to MPPKVVCL, INDORE under law.

v. *Termination for Material Breach*

MPPKVVCL, INDORE may, terminate the Agreement forthwith where MPPKVVCL, Indore is of the opinion that the BIDDER has committed a Material Breach which is not capable of cure. For the purpose of this Clause, Material Breach would mean a breach by the BIDDER of any of its obligations under the Agreement which has or likely to have an Adverse Effect on the Project. Adverse Effect means material adverse effect on (a) the ability of the BIDDER to perform/discharge any of its duties/obligations under and in accordance with the provisions of the RFP and the Agreement and/or (b) the legal validity, binding nature or enforceability of the RFP and the Agreement.

vi. *Termination for Convenience*

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

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

Where the BIDDER's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of

any bankruptcy proceedings against the BIDDER, any failure by the BIDDER to pay any of its dues to its creditors, the institution of any winding up proceedings against the BIDDER or the happening of any such events that are adverse to the commercial viability of the BIDDER, the MPPKVVCL, Indore shall reserve the right to take any steps as may be necessary, to ensure the effective transition of the project to a successor vendor, and to ensure business continuity provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the MPPKVVCL, Indore.

viii. *Effects of Termination*

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

ix. *Rights other than Termination*

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

MPPKVVCL, Indore may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the Bidder and terminate the contract either in whole or in part:

- a) Where MPPKVVCL, Indore is of the opinion that there has been such Event of Default on the part of the Bidder which would make it proper and necessary to terminate this Contract and may include failure on the part of the Bidder to respect any of its commitments with regard to any part of its obligations under its bid, the RFP or under this Contract
- b) Where it comes to MPPKVVCL, Indore attention that the Bidder is in a position of actual conflict of interest with the interests of MPPKVVCL, Indore, in relation to any of services arising out of services provided under the resultant contract or this RFP

- c) If the Bidder fails to deliver any or all of the project requirements / operationalization / Operational Acceptance of project within the time frame specified in the contract; or
- d) If the Bidder fails to perform any other obligation(s) under the contract.

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

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

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

9. Confidentiality

- i The Successful bidder recognizes that during the Term of the Agreement, sensitive data will be procured and made available to it and its agents and others working for or under the Successful bidder. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to MPPKVVCL, Indore whose data is used but also to its stakeholders. The function of MPPKVVCL, Indore requires the Successful bidder to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Clause will result in MPPKVVCL, INDORE and its nominees receiving a right to seek injunctive relief and damages, from the Successful bidder
- ii Bidder shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- iii Additionally, the Successful bidder shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- iv MP DICOMs shall retain all rights to prevent, stop and if required take the necessary punitive action against the Successful bidder regarding any forbidden disclosure.
- v Successful bidder should provide non-disclosure agreement, which shall be duly approved by the MPPKVVCL, Indore
- vi The Successful bidder may share the Confidential Information with its employees, agents and subcontractors but only strictly on a need to know basis. Successful bidder shall execute a corporate non-disclosure agreement with Successful bidder in the format provided by MPPKVVCL, INDORE and shall ensure that all its employees and agents execute individual non-disclosure agreements, which have been duly approved by MPPKVVCL, INDORE with respect to this Project.
- vii Except with the prior written permission of MPPKVVCL, INDORE, the Successful bidder (including all partners) and its Personnel shall not disclose such Confidential Information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Successful bidder and its Personnel make public the recommendations formulated in the course of, or as a result of the

- project. In matters pertaining to privacy of data, the Successful bidder (including all partners) shall not use any data for analytical/commercial reasons whatsoever.
- viii The confidential obligations of the Successful bidder shall survive 5 (five) years post termination or expiration of the Term of the Agreement entered pursuant to this RFP.
- ix For the avoidance of doubt, it is expressly clarified that the previously mentioned provisions shall not apply to the following information:
- A. Information already available in the public domain;
 - B. Information which has been developed independently by the Successful bidder
 - C. Information which has been received from a third party who had the right to disclose the aforesaid information;
 - D. Information that has been disclosed to the public pursuant to a court order.

10. Transfer of risk and ownership in Goods

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

11. Warranty Support and Service

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

A. Warranty for Goods:

- I. SUCCESSFUL BIDDER shall provision a comprehensive warranty and support applicable on all goods / solutions supplied under the RFP by the respective OEMs and the warranties shall be passed on to MPPKVVCL, INDORE. The Successful bidder shall be responsible for making any and all claims under the warranty on behalf of MPPKVVCL, INDORE. Subject to the foregoing, any warranties or indemnities for the Third Party items used will be provided purely on a pass through basis.
- II. SUCCESSFUL BIDDER shall provide ATS/AMC for the Goods and Software/solutions provided by the respective OEMs for the period specified in the RFP. The ATS should include updates and patches to the respective Software / solution for the above stated period.

- III. The Successful bidder also warrants that the Goods supplied under the Agreement are new, non-refurbished, unused and recently manufactured; shall not be nearing end of sale or end of support, and shall be supported by Successful bidder along with the services and spares support to ensure its efficient and effective operation for the entire duration of the Agreement.
- IV. SUCCESSFUL BIDDER warrants that the Goods supplied under the Agreement shall be of the Standard grade and quality and consistent with the established and generally accepted standards of materials of this type. The Goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in Goods, unless provided otherwise in the Agreement, shall also be made available.
- V. SUCCESSFUL BIDDER further warrants that the Goods supplied under the RFP shall be free from all encumbrances and that MPPKVVCL, INDORE shall acquire good and clear title on the Goods.

B. Warranty for Software

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

C. Warranty for Services

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

- I. MPPKVVCL, INDORE shall promptly notify the Successful bidder in writing of any claims arising under this warranty.
- II. Upon receipt of such notice, Successful bidder shall, as soon as possible and at the Successful bidder's sole cost repair, rectify, defective goods or replace such goods with similar goods free from defects. Any goods repaired or replaced by the Successful bidder shall be delivered at MPPKVVCL; INDORE's designated premises without costs to MPPKVVCL, INDORE. Notwithstanding the foregoing, these are not the sole and exclusive remedies available to MPPKVVCL, INDORE in case of breach of any warranty and are also not the sole and exclusive obligations on the Successful bidder in case of breach of any warranty.
- III. If the Successful bidder, having been notified, fails to remedy the defect(s) within a reasonable period, MPPKVVCL, INDORE may, without prejudice to any other rights which MPPKVVCL, INDORE may have against the Successful bidder under the Agreement, proceed to take such remedial action as may be necessary, including invoking risk purchase as provided under the RFP.
- IV. The representations, warranties and covenants provided by the Successful bidder under the RFP will not be affected by MPPKVVCL, INDORE's modification of any portion of the software so long as the Successful bidder can discharge its obligations despite such modifications, or following their removal by MPPKVVCL, INDORE.
- V. Notwithstanding anything contained in the RFP, unless MPPKVVCL, INDORE

has otherwise agreed in writing, MPPKVVCL, INDORE reserves the right to reject Goods which do not conform to the specifications provided in the RFP.

- VI. Except as expressly provided herein, no other warranties (implied or otherwise) are provided by the Successful bidder.

12. Notices

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

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

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

13. Personnel/Employees

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

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

- A. The profiles of resources proposed by Successful bidder in the technical bid, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' and the Successful bidder shall not remove such personnel without the prior written consent of MPPKVVCL, Indore. For any changes to the proposed resources, Successful bidder shall provide equivalent or more experienced resources in consultation with MPPKVVCL, Indore.
- B. Except as stated in this clause, nothing in this Agreement will limit the ability of Successful bidder freely to assign or reassign its employees; provided that Successful bidder shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. MPPKVVCL, Indore shall have the right to review and approve Successful bidder's plan for any such knowledge transfer. Successful bidder shall maintain

the same standards for skills and professionalism among replacement personnel as in personnel being replaced.

- C. Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.

14. PRICES AND STATUTORY LEVIES

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

contractual delivery period. In case, this is not done, all financial losses will be to supplier's account.

- (viii) **GST registration number of MPPKVVCL is 23AADCM7397N1ZU.** If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Purchase order, which directly impacts tax liability of Agency in performance of this Purchase order, an equitable adjustment of the Purchase order value shall be made to take into account any such change by addition to the Purchase order value or deduction therefrom, as the case may be. **However, decision of the Purchaser would be final in this regard.**
- (ix) In case of difference in the quoted HSN Code/Service Accounting Code and quoted rate of GST, final decision of the MPPKVVCL, Indore shall prevail.

15. TRANSIT RISK

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

16. PACKING AND FORWARDING

- (a) The supplier shall be responsible for the Stores being sufficiently and properly packed at his expense for transport by rail, road or sea, so as to ensure them being free from loss/damage due to handling and transport to the destination.
- (b) Each package shall be prominently and distinctly marked on at least two faces, indicating the full address of the consignee, destination station, name of material, purchaser's order number, weight and volume of the package etc.
- (c) Each package shall contain in a water proof cover, detailed description indicating the order reference and date and list of the contents. Each item contained in the package or box shall be described sufficiently to enable easy identification. The quantity, weight etc. shall also be given.

- (d) The packing shall conform to the specification, rules and regulations prescribed by the underwriters, railways, Transport Agencies. In case of any loss/damage to the consignment due to non-standard packing, the same shall be made good free of all charges to Purchaser by the supplier. All provisions of this clause shall apply whether the disrupting cause is total or partial in its effects upon the ability of supplier to perform.
17. **MODE OF DISPATCH**
The bidder should clearly indicate mode of dispatch for the material. In case of dispatch through rail, the material is to be booked for respective destination railway station. In case of dispatch through road transport, the material should be dispatched through bank approved road transporter on door delivery basis only.
18. **SUBMISSION OF DRAWING AND LITERATURE**
All the relevant drawings shall be submitted immediately after placement of order for approval. One set of drawing, Descriptive Literature and instructions Manual for Erection, Commissioning and maintenance of the equipments ordered, shall be supplied to each consignee.
19. **MATERIAL TEST CERTIFICATE**
Not applicable.
20. **INSPECTION**
Not applicable.
21. **FAKE INSPECTION CALL**
Not applicable
22. **RIGHT TO CARRYOUT THE INSPECTION DURING MANUFACTURING**
Not applicable
23. **RESPONSIBILITY FOR LOADING/UNLOADING AT CONSIGNEE STORE**
Not applicable
24. **FORCE MAJEURE**
Force majeure condition is herein defined as:-
- (a) Natural phenomena, such as floods, draughts, earth-quakes and epidemics.
 - (b) Act of any Government Authority, domestic or foreign, such as war, quarantines, embargoes, licensing control or production or distribution restrictions.
 - (c) Accident and disruptions such as fires, explosions, increase in power cut with respect to date of tender opening, break-down of essential machinery or equipment's etc.
 - (d) Strikes slow down, lockouts continuing for more than three (3) weeks.
 - (e) Failure or delay in the supplier's source of supply due to force majeure causes enumerated at (a) to (d) above, provided the supplier produces documentary evidence to show that there were no other alternative sources of supply available to him or if available, the lead time required was likely to be longer than the duration of the Force Majeure at the normal source of supply.
 - (f) Any cause which is beyond the reasonable control of the supplier or purchaser as the case may be.
- All the provisions of this clause shall apply whether the disrupting cause is total or partial in its effect upon the ability of the supplier to perform.
- NOTE** :- The cause of force majeure condition will be taken into consideration only if the supplier within 15 days from the occurrence of such delay notifies. The Purchaser shall verify the facts and grant such extension as the facts justify. For extension of delivery period on account of force majeure conditions, the supplier shall submit his representation with documentary evidence for scrutiny by the purchaser and decision of the Purchaser shall be binding on the firm.

25. RECOVERIES FOR LIABILITIES AGAINST OTHER CONTRACTS/ORDERS

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

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

26. COMPLETENESS OF SERVICES

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

27. PERIOD OF CONTRACT & EXTENSION ORDER

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

28. DESIGN AND INTER-CHANGEABILITY

Not Applicable

29. ROYALTIES AND PATENTS

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

30. COMPLIANCE OF REGULATIONS

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

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

31. CANCELLATION/TERMINATION OF ORDER

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

- (a) If in the opinion of the Purchaser, the supplier fails to deliver the material/ Services within the time specified or during the period for which extension has been granted by the Purchaser.

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

32. REDUCTION OF RATE DUE TO SUBSEQUENT TENDER

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

33. FACTORY INSPECTION

Not applicable.

34. QUALITY ASSURANCE PLAN

Not Applicable

35. JURISDICTION

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

36. SETTLEMENT OF DISPUTES AND ARBITRATION

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

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

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

Supplies under the Purchase Order shall be continued by the Supplier during the arbitration proceedings, unless otherwise, directed in writing by the purchaser or

unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or of the Presiding Arbitrator, as the case may be, is issued.

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

37. TERMINATION FOR CONVENIENCE

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

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

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

38. TESTS TO BE CONDUCTED

Not applicable.

39. OFFICER-IN-CHARGE

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

40. CORRESPONDENCE

Copies of all important correspondence regarding the order shall be endorsed to the following:-

- (i) Superintending Engineer (IT), O/o MD (WZ), MPPKVVCL, Indore.
- (ii) Chief Information-Technology Officer (CIO) O/o, MD (WZ) MPPKVVCL, Indore.

41. AGENCY'S REPRESENTATIVE

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

42. REVIEWS AND SUPERVISION BY THE AGENCY

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

43. CODE OF CONDUCT:-

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

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

44. TOTAL RESPONSIBILITY

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

45. WARRANTY & MAINTENANCE

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

46. LIQUIDITY DAMAGE

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

-sd-

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

SECTION-IV

SPECIAL TERMS & CONDITIONS OF PURCHASE

1. PRICES

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

2. PRICE VARIATION

Not applicable

3. PAYMENT

- (i) Subject to completion of all contractual formalities, 100% payment would be made within 45 working days after satisfactory completion of the works on quarterly basis. After satisfactory completion of work, the bill in triplicate shall be submitted by the firm to the respective consignee every month for arranging payments, who will verify the bills from the individual circles/divisions (if required). The M.P.P.K.V.V.Co.Ltd, Indore shall not be liable for payment of any interest on delayed payment.
- (ii) The invoice in triplicate with relevant documents such as Material Receipt Certificates in good condition etc. should be forwarded to the Sr. AO (RAO), MPPKVVCL, Indore for the quantities supplied in Discom Area stores for claiming the payment or any other related issues.
- (iii) The MPPKVVCL Indore shall make above payment directly in the supplier's Bank account, for which the following details are required to be invariably submitted with the offer in the prescribed schedule / template:-
 - (a) Name of Bank and Branch address.
 - (b) Their Bank Account Number.
 - (c) IIFS Code of the Branch for RTGS transfer.
- (iv) Charges required by Bank in this regard will be debited to supplier's / contractor's Account. Net payment after deduction of charges required by the Bank shall be released in favour of suppliers.

i. Payments for Cloud Services

S. No.	Phase	Milestone	Amount
	Quarterly Payments (The first Quarterly payment will be due on completion of first Quarter from the Effective Date of Go-Live)	At the end of each Quarter after delivery of the services. The final payment will be made on successful completion of Services. MSP shall provide necessary usage details along with Invoice which should also be available on the portal	Payment will be based on the actual usage of the services and as per the "Unit Costs", subject to the conditions mentioned in SLA.

- **Indicative Example to explain Quarterly payments. If the contract commences on 8 Feb, then Invoice shall be generated for the period of 8th Feb to 31st March, for the first quarter.**
- Line items mentioned in price schedule are mentioned for rate contract purpose which will valid till contract duration. Quantities mentioned in price schedule are indicative and

mentioned only for evaluation purpose. Payment will be made against actual quantity utilised by MPPKVVCL, Indore against respective work order.

- Estimated quantity of servers is 22 with all facilities mentioned in the scope, required to be procured during the contract. The MPPKVVCL may place work order to deploy these servers through single order or multiple orders as & when required during the contract period. Rent and support period of ordered quantity will start from the respective date of commissioning.
- Servers required may be of single/multiple VM.
- Work Order for servers with specified VM(s) and/or associated other Line items will be placed by the SE-IT, O/o MD-WZ. Please note that Cost of Other services like security/network components or/and any other services required as per scope though not mentioned in the Line items of price schedule will be considered bundled in Server/VM Cost and no extra cost will be borne by the purchaser.
- Estimated Quantity as mentioned above may be varied in line with quantity variation clause of this tender.

ii. Payments for Additional Services

S.No	Milestone	Major Deliverables	Payments
1	Additional Items/ Infrastructure Services.	Successful installation, Configuration, Commissioning, Testing and acceptance of item. Deliverable may include: <ul style="list-style-type: none"> • Inventory Management List update • Acceptance Test Report • Software Licenses/ OEM documentation etc. • MSP shall provide necessary usage details along with Invoice which should also be available on the portal 	Payment shall be done Quarterly, as per the quoted price on pro-rata basis upon successful installation, commissioning and acceptance testing of items.

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

1. The Bidder shall facilitate Operational Acceptance Tests.
2. Operational acceptance tests shall be performed by Client/ SI or its representative; however the bidder shall have to facilitate Operation Acceptance during commissioning of the system, to ascertain whether the system conforms to the scope of services. The Bidder shall facilitate the testing of application from the Client users during the Operational Acceptance. Necessary support shall be provided by MPPKVVCL Indore.
3. Bidder shall address any deficiency, if any, reported by MPPKVVCL Indore or its representative during operational acceptance tests. Bidder shall address all concerns and make necessary upgrades at no additional cost to the MPPKVVCL Indore.

It is presumed that the CSP is taking care of BCP by deploying multiple replicas of the entire data and application in the alternate data centre(s) of the CSP within the country. Therefore the MPPKVVCL, Indore is not opting DR solution in respect of the project. The bidder/ MSP shall be solely responsible for restoration of services even in case of any mis-happening in the primary data centre. Thus it shall be the responsibility of MSP to choose the CSP and services accordingly.

4. The payment shall be made in full after the satisfactory completion/rendering of the work/service. The payment will be made after due verification of the services

rendered as per the terms, conditions and SLA laid down in the contract. Excess payment and penalties if any, shall be deducted before payment.

iii. Payment for the varying workload

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

iv. Payment for Managed Services

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

4. TIMELINES FOR DIFFERENT PROCUREMENT ACTIVITIES

Not applicable.

5. COMMENCEMENT OF WORK

Delivery Schedule

<i>S.No</i>	<i>Parameter</i>	<i>Timeline</i>
1	<i>Provisioning of cloud landing zone covering foundational services (account setup, cloud security services, user roles & permissions etc.), compute services, storage services and network connectivity</i>	<i>Within 30 working days from the date of signing the agreement</i>
2	<i>Operational acceptance (Successful operational shall be the Effective date of Go Live)</i>	<i>15 working days after provisioning the services as mentioned in Sr. No. 1</i>
3	<i>Operation and maintenance phase</i>	<i>Will start from the date of operational acceptance provided by MPPKVVCL, Indore</i>

6. ACCEPTANCE OF MATERIAL (RANDOM TESTING)

Not applicable

7. SECURITY DEPOSIT

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

- (i) Initial Security deposit in the form of BG/DD and in the name of Purchaser within 30 days from the date of issuance of letter of rate contract award @ 1% of the Contact Value.
- (ii) Additional Security deposit equal to 2% of value of the individual work order placed against the award of contract may be remitted either through deduction from their bills/invoices or in the form of DD/ BG with validity of remaining contract period plus three months, so as to cover the performance guarantee period of the tender services.
- (iii) On receipt of Initial Security deposit BG/DD, EMD will be refunded without any interest.
- (iv) The purpose of Contract Performance Guarantee is to cover the risk of business. It is a pre-estimation of losses occurring to Discom due to non-performance of the Agency. No further liability towards risk purchase shall be levied if the CPG is of

sufficient amount.

- (v) Within Thirty (30) days of issue of letter of rate contract award, the successful bidder(s) shall furnish requisite Contract performance guarantee which could be invoked at any branch of the bank, extending the guarantee, in MP and also execute an agreement on the prescribed form duly stamped for the due and proper fulfilment of the Contract. The cost of stamp paper including cost of revenue stamps and stationery charges shall be borne by the Agency.
- (vi) Failure by the successful bidder to furnish the prescribed Contract Performance Guarantee or to execute the agreement within the period specified in Bid document after its bid has been accepted or notice to start the work within such time as is determined by the Engineer-in-charge/Controlling officer after notification of the acceptance of the bid shall entail action as deemed appropriate by the Purchaser including forfeiture of the earnest money deposit (EMD), cancellation of the Contract, blacklisting of bidder, etc..
- (vii) The Contract performance guarantee shall only be released by the Chief Engineer (Purchase) subject to an undertaking by the Agency stating successful completion of Contract along with certificate from Officer-In-Charge of the Purchaser stating that all statutory compliances have been made successfully.

8. Service Level Agreements & Penalties

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

i. Measurement and Monitoring

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

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

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

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

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

ii. Periodic Reviews

- a) MPPKVVCL, Indore reserves the right to review the utilization and workings of the machines and application and might decide to change the configuration and machines

provisioning based on their assessment, the MSP will have to provision the machines as per the work plan submitted by MPPKVVCL, Indore in writing, the delivery of such changes have to be provisioned in line with the defined SLA.

- b) The MSP has to submit a work plan and implement the same accordingly, The MPPKVVCL, Indore will review the utilization report and workout an optimization plan after the 1st quarter (or Stabilization period) if required and the same will be implemented as per the condition above. The MPPKVVCL, Indore will pay only for the **21days** of transition time allowed, any delay will be on the MSP.

iii. Penalty:

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

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

iv. Service Level Agreement (SLA)

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

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

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

- e) “Downtime” shall mean the time period for which the IT Infrastructure Solution and/or specified services / components with specified technical and service standards are not available to users. This includes Servers, Routers, Firewall, Switches, all servers and any other IT and non-IT infrastructure, their subcomponents etc. at all Project locations etc. The planned maintenance time / scheduled downtime will include activities like software upgrades, patch management, security software installations etc.
- A. The selected Bidder will be required to schedule ‘planned maintenance time’ with prior approval of MP DISCOMs. This will be planned outside working time. In exceptional circumstances, MP DISCOMs may allow the MSP to plan scheduled downtime in the working hours where actual production downtime will be minimal.
- B. “Incident” refers to any event / abnormalities in the functioning of the IT

Infrastructure solution and services that may lead to disruption in normal operations.

C. “Resolution Time” shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level) getting the confirmatory details about the same from the bidder and conveying the same to the end user), the services related troubles during the first level escalation.

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

A. IT Infrastructure related SLA’s

B. Cloud Services related SLA’s

g) Commencement of SLA: The SLA shall commence from implementation period itself for adherence to the implementation plan. The penalty will be deducted from the next payment milestone during the implementation period. During the project period, the penalty will be deducted from the quarterly payments.

Sr. No	Parameter	Target	Basis	Penalty
Cloud Services related SLA				
1.	Provisioning and De-provisioning of Virtual Machines	Within 30 minutes.	Per occurrence. This will be calculated monthly	a) Within 30minutes- Nil b) >30 minutes & <= 60min - 5% of the MP (Monthly Payment due) c) Beyond 60 minutes, for every 30 minutes of delay - 5% of MP (Monthly Payment due)
2.	Overall Cloud Solution availability	>= 99.95%	Per occurrence. This will be calculated monthly	Rs.1,000/- for every hour or part thereof of continuous downtime of entire Cloud Services. AND a)>= 99.90%&<99.95% :10% of the MP (Monthly Payment due) b)>= 99.75%&<99.90% :15% of MP c)>= 99.25%&<99.75% :20% of MP d) Subsequently, for every 0.5% drop in SLA criteria: 10% of MP limited to overall MP.
3.	Cloud Network Availability	>= 99.95%	This will be calculated monthly	a)>= 99.90%&<99.95% :10% of the MP (Monthly Payment due) b)>= 99.75%&<99.90% :15% of MP c)>= 99.25%&<99.75% :20% of MP d) Subsequently, for every 0.5% drop in SLA criteria -10% of MP limited to overall MP.

Sr. No	Parameter	Target	Basis	Penalty
4.	Cloud Virtualization Layer Availability	>= 99.95%	Per occurrence. This will be calculated monthly.	a)>= 99.90%&<99.95% :10% of the MP (Monthly Payment due) b)>= 99.75%&<99.90% :15% of MP c)>= 99.25%&<99.75% : 20% of MP d) Subsequently, for every 0.5% drop in SLA criteria -10% of MP limited to overall MP.
5.	Cloud Storage Availability	>= 99.95%	Per occurrence. This will be calculated monthly	a)>= 99.90%&<99.95% :10% of the MP (Monthly Payment due) b)>= 99.75% &<99.90% :15% of MP c)>= 99.25%&<99.75% :20% of MP d) Subsequently, for every 0.5% drop in SLA criteria -10% of MP limited to overall MP.
6.	Virtual Operating System Availability	>= 99.95%	Per occurrence. This will be calculated monthly	a)>= 99.90%&<99.95% :10% of the MP (Monthly Payment due) b)>= 99.75% &<99.90% :15% of MP c)>= 99.25%&<99.75% :20% of MP d) Subsequently, for every 0.5% drop in SLA criteria -10% of MP limited to overall MP.
7.	Cloud Security Layer Availability	>= 99.95%	Per occurrence. This will be calculated monthly	a)>= 99.90%&<99.95% :10% of the MP (Monthly Payment due) b)>= 99.75% &<99.90% :15% of MP c)>= 99.25%&<99.75% :20% of MP d) Subsequently, for every 0.5% drop in SLA criteria -10% of MP limited to overall MP.
8.	Project Management	Submission of Monthly Project Status reports & Conducting status meetings with MSP and CSP.	Minutes of Meetings and Last MOM closure	1% of the Monthly payment
9.	Availability of Manpower	365*24*7 support for	Attendance Report/ Call Lodge	Monthly Attendance >98 % NIL

Sr. No	Parameter	Target	Basis	Penalty
		Cloud Services		<p>Monthly Attendance <98 % and >95%, 1 % of Monthly FMS charges as per Price Bid</p> <p>Monthly Attendance <95 and >90% , 2 % of Monthly FMS charges as per Price Bid</p> <p>Monthly Attendance <90 % and >80> , 3 % of Monthly FMS charges as per Price Bid</p> <p>Monthly Attendance <80 and >70% , 5 % of Monthly FMS charges as per Price Bid</p> <p>Monthly Attendance >50% and < 80% , 10 % of Monthly FMS charges as per Price Bid</p> <p>Monthly Attendance <50% , 20 % of Monthly FMS charges as per Price Bid and Pro-rata basis payment</p>
10.	Asset / Inventory Management	Provide monthly MIS Asset /Inventory including license, AMC details.	Monthly Report Signoff email from MP DISCOMs	1 % of the Monthly Payment.
11.	Incident Management	Resolution of complaints logged	Monthly Report Signoff email from MP DISCOMs	2% of Monthly payment of Cloud Services if the incident is not closed within the 3 days' time.
12.	Problem Management	MSP and CSP should provide incidents and a root cause report every month. If there are more than 10 incidents of the same type CSP and MSP shall take the needed corrective action to prevent further issues due to the same cause	Monthly Report Signoff email from MP DISCOMs	2% of Monthly FMS Charges of the Price Bid
13.	Availability Management	Should be part of Monthly status report	Monthly Report Signoff email from MP DISCOMs	2% of Monthly FMS Charges of the Price Bid
14.	Performance	Should be part	Monthly Report	2% of Monthly FMS

Sr. No	Parameter	Target	Basis	Penalty
	Management	of Monthly status report	Signoff email from MP DISCOMs	Charges of the Price Bid
15.	Failure of Provision of Cloud service	Should be part of Monthly status report	Monthly Report Signoff email from MP DISCOMs	2% Monthly payment
16.	Security Management	Should be part of Monthly status report	Monthly Report Signoff email from MP DISCOMs	2% Monthly payment
17.	Third Party VAPT/ISMS Certification Audit	Submission of ISMS audit Report	Internal Audit Report	0.5 % of quarterly payment
18.	Maintenance of VAPT / ISMS audit in MP DISCOMs	<ul style="list-style-type: none"> • MOM reports for ISMS • VAPT / ISMS audit compliance • Maintenance of ISMS Policy and documentation 	Reports	0.5 % of quarterly payment.
19.	Security Incident	<ul style="list-style-type: none"> • Submission of monthly Security report • Vulnerability management Report • Patch management Report • Advisories Report • Security Incident Report 	Reports	For any Security incident like Hacking, web site defacement, Data Corruption any cyber-attack which disrupts the MP DISCOMs application flat Rs 25000/- will be charged from Quarterly Payment.

Bidder shall provide an uptime of 99.95% for the provisioned cloud services, which shall be calculated on monthly basis. The Uptime is equal to total contracted hours, less downtime. The Downtime is the time between the non-availability of services and time of restoration of services within the contracted hours. If the bidder fails to maintain guaranteed uptime, MPPKVVCL, Indore shall impose penalty. If the uptime is below 95%, the MPPKVVCL, Indore shall have full right to terminate the contract and forfeit Performance bank guarantee.

v. Uptime SLA for various Applications

S No.	Performance	Requirement	Penalty
1	Baseline	99.95 % to 100 % uptime on a quarterly basis	None
2	Lower performance	99 to 99.95% uptime calculated on a quarterly basis	5% of quarterly payment
3	Breach	Less than 99% calculated on a quarterly basis	10% of quarterly payment

TS No. MD / WZ / 06 / PUR / TS-1661 due on 31.01.2023

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

Note

1. The selected bidder is required to implement the requisite tools to automatically generate reports on up-time
2. The up-time SLA will be implemented only during the maintenance phase
3. In case of breach condition, MPPKVVCL, Indore may issue a show cause notice seeking explanation from the implementation agency.

vi. Timely ticket Resolution SLA

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

S No.	Performance	Requirement	Penalty
1	Baseline	95 % to 100 % of the tickets responded within 15 minutes on a quarterly basis	None
2	Lower performance	85 to 95% of the tickets responded within 15 minutes on a quarterly basis	5% of quarterly payment
3	Breach	Less than 85% calculated on a quarterly basis	10% of quarterly payment

Note

1. The selected bidder is required to implement the requisite tools to automatically generate reports on up-time
2. The up-time SLA will be implemented only during the maintenance phase
3. In case of breach condition, MPPKVVCL, Indore may issue a show cause notice seeking explanation from the implementation agency.

Notes:

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

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

9. PENALTY FOR BREACH OF PURCHASE ORDER

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

10. PERFORMANCE GUARANTEE

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

11. DEFECTIVE SUPPLIES

Not applicable

12. VARIATION IN THE ORDERED QUANTITY

Not applicable

13. LABELLING OF ITEMS REQUIRED

Not applicable

14. SUSPENSION /BANNING OF BUSINESS DEALINGS

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

15. CONTRACT AGREEMENT

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

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

16. QUANTITY VARIATION

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

17. TECHNICAL SUPPORT:

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

18. CONFIDENTIALITY:

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

-Sd-

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

SECTION-V
PRICE VARIATION

Not Applicable

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

SECTION-VI

SCOPE OF WORK/SERVICES

1. Managed Service Provider (MSP) services

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

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

1.1 Bidder Scope of Work

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

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

- blocking, virus protection, event logging & correlation and vulnerability protection through implementation of proper patches and rules.
- 1.1.8. The cloud infrastructure / service provisioned by the Bidder must be scalable and flexible. MPPKVVCL, Indore shall be able to add/reduce cloud infrastructure / services on demand basis.
 - 1.1.9. The Bidder should provide metering and billing to provide service assurance for maintenance & operations activities. Detailed user level or user group level auditing, monitoring, metering, accounting, quota and show-back information is essential for the cloud platform to be offered.
 - 1.1.10. The Bidder should provide the VA-PT (Vulnerability Assessment and Penetration Testing) report for instance in use in periodic basis.
 - 1.1.11. Upgrades: Any required version / software / hardware upgrades, patch management etc. provided by the Bidder / CSP will be managed by the Bidder for the entire contract period at no extra cost to MPPKVVCL, Indore. Bidder to consult / inform MPPKVVCL, Indore before doing any upgrade and share detailed report of associated services / functionalities which may get impacted due to the upgrade.
 - 1.1.12. On expiration / termination of the contract, Bidder will need to handover complete data in the desired format to MPPKVVCL, Indore which can be easily accessible and readable without any additional cost to MPPKVVCL, Indore. Data so received should be transportable to any other Public/Private cloud.
 - 1.1.13. MIS Reports: Bidder shall submit the reports on a regular basis in a mutually decided format. The Bidder shall workout the formats for the MIS reports and get these approved by MPPKVVCL, Indore after awarded the contract. The following is only an indicative list of MIS reports that may be submitted to MPPKVVCL, Indore:
 - a) Weekly Reports
 - i. Summary of systems rebooted.
 - ii. Summary of issues / complaints logged with the OEMs.
 - iii. Summary of changes undertaken for the cloud services including major changes like configuration changes, patch upgrades, etc. and minor changes like log truncation, volume expansion, user creation, user password reset, etc.
 - b) Monthly Reports
 - i. Component wise server as well as virtual machines availability and resource utilization.
 - ii. Consolidated SLA / Non- conformance report.
 - iii. Summary of component wise uptime.
 - iv. Log of break-fix / preventive / scheduled maintenance undertaken.
 - v. All relevant reports required for calculation of SLAs.
 - vi. Any security incidents.
 - c) Quarterly Reports
 - i. Consolidated component-wise availability and resource utilization.
 - ii. All relevant reports required for calculation of SLAs.
 - iii. The MIS reports shall be in-line with the SLAs and the same shall be scrutinized by MPPKVVCL, Indore.
 - 1.1.14. Bidder shall deploy sufficient manpower suitably qualified and experienced in shifts to meet the defined SLA. Further the man power to be deployed at IT Building MPPKVVCL Indore (Schedule 8 “Schedule D Facility Management and Support”) should be technically qualified with at least two year experience on the proposed cloud platform.
 - 1.1.15. Bidder to intimate MPPKVVCL, Indore immediately about surge in resource usage in case of DDoS or any other cyber-attacks.

- 1.1.16. Bidder should develop reusable scripts to automate the process of infrastructure (like virtual machine, storage and network etc.) deployment and subsequent configuration for various use cases at no additional cost to MPPKVVCL, Indore.
- 1.1.17. Onsite resource should report to MPPKVVCL, Indore within 24 hours from the time of request. MPPKVVCL, Indore will not make any additional payment towards accommodation and travelling.
- 1.1.18. Onsite resource will be responsible for cloud infrastructure / service deployment, migration, coordination with application stakeholders, specific troubleshooting or other planning tasks etc. as required by MPPKVVCL, Indore.
- 1.1.19. Bidder shall have back to back enterprise agreement with the Cloud Service Provider (CSP) offered to MPPKVVCL, Indore. Bidder should have the provision to provide critical business support from respective software OEMs that are supplied to MPPKVVCL, Indore.
- 1.1.20. In case of any issue in the application, Bidder will be the single point of contact for the issue. Bidder will be responsible to isolate the issue and coordinate with concerned team / application vendor for required support to resolve the issue in consultation with MPPKVVCL, Indore as per SLA.
- 1.1.21. Bidder should provide 24X7 ticketing system to logging & tracking of incidents / changes.
- 1.1.22. The support cost quoted by the Bidder should include all cost towards monitoring, management and support the cloud infrastructure / services etc.
- 1.1.23. The support (Proactive & Reactive) should be offered through a combination of channels viz. telephonic, remote or onsite support (if situation warrants) as per defined SLAs.
- 1.1.24. Any additional tools/software used during the project and support (i.e. in addition to the BOM) to comply the scope must be accommodate in mentioned line items in price schedule and the cost of the same must be solely incurred by the Bidder.
- 1.1.25. Backup, restore and business continuity:
 - 1.1.25.1. The Bidder should ensure daily incremental and weekly full backup taken for all services like virtual machines, storage etc. The backup should be tested on a half yearly basis. However, MPPKVVCL, Indore reserves the right to define / update the backup strategy for different applications and Bidder shall configure the backup policies as per MPPKVVCL, Indore requirements.
 - 1.1.25.2. Unless otherwise mentioned, backup recovery / restoration time for applications will be near zero.
 - 1.1.25.3. The Bidder shall submit a well-defined plan for backup and recovery including processes and procedures etc. related to recovery or continuation of services
- 1.1.26. The Bidder will be required to provide a minimum of the following managed services, but not limited to:
 - a) Setup, configure and manage the following cloud components but not limited to:
 - i. Virtual machines, containers.
 - ii. Storage (block, object etc., as applicable).
 - iii. Network and security (public subnets, private subnets, security rules, VLAN etc.).
 - iv. Identity and access management.
 - v. Set up of database and database administration tasks.
 - vi. Managed Load Balancer.
 - vii. Managed Firewall, Built-in security like IDS / IPS, DDoS mitigation, SSL Interceptor firewall should be provided in the cloud platform.
 - viii. Security certificate management / configuration, SSO setup with MPPKVVCL, Indore site when requested by MPPKVVCL, Indore.

- b) Take backups, snapshots of application servers, applications, databases and it's archival, retrieval, access, authorization
- c) Monitoring of all instances and reporting of failure as per SLA.
- d) Provide access to monitor health/system utilization through a dashboard.
- e) Monitoring all cloud services used for an application and fixing of issues, if any.
- f) Generate email alerts for all major problems in the cloud infrastructure & application.
- g) All security and network components cost shall included in server cost as mentioned in price schedule and all these components must be enabled to utilized for all servers and associated network, software and applications hosted on cloud.
- h) Charges of all the transfer in and transfer out (ingress and egress) must be included in line items defined in tender. No extra charges will be applicable.
- i) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of any non-public government data collected and stored by the Bidder, the Bidder shall afford MPPKVCL, Indore access to its technical capabilities, documentation, records, etc.
- j) Managed services includes Database Management it's backup and restoration, Operating System Management and Application management and Network & Security Management as follows, but not limited to:

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

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

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

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

- Estimated quantity of servers is 22 with all facilities mentioned in the scope, required to be procured during contract. MPPKVVCL may place work order to deploy these servers through single order or may place multiple orders as and when required during contract period. Rent and support period of ordered quantity will start from date of commissioning to remaining contract period.
- Servers required may be of single/multiple VM.

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

1.2 CSP Scope of Work

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

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

- 1.2.5.2. Physical core to vCPU allocation ratio is 1:1 for all proposed virtual machines and services
- 1.2.6. CSP shall not publish or disclose in any manner, without MPPKVVCL, Indore's written consent, the details of any safeguards either designed or developed by the CSP under the agreement or otherwise provided by MPPKVVCL, Indore
- 1.2.7. CSP shall provide the ability to MPPKVVCL, Indore Administrators / vendors as designated by MPPKVVCL, Indore to automatically provision the services via a Web Portal (Self Provisioning), provide metering and billing to provide service assurance for maintenance & operations activities
- 1.2.8. CSP shall provide user level / user group level auditing of all administrator activities performed by MPPKVVCL, Indore / MPPKVVCL, Indore's vendors etc. and also provide information like "but not limited to "monitoring, metering, allocation, quota / limits etc. CSP should allow MPPKVVCL, Indore to download copies of these audit logs and reports in mutually agreed pre-defined format.
- 1.2.9. MPPKVVCL, Indore should have the right to perform Penetration Test and will notify the CSP in advance regarding the same. If MPPKVVCL, Indore exercises this right, the CSP shall allow MPPKVVCL, Indore's designated third party auditors to conduct required activities.
- 1.2.10. The CSP should have empanelment validity at least up to OCT-2022. The CSP shall however remain MeitY empanelled vendor throughout the period of the contract with MPPKVVCL Indore. In case of any change in the empanelment policy of MeitY, the CSP shall follow the same and obtain new empanelment certifications, within the time frame given by MeitY, failing which MPPKVVCL Indore shall be free to terminate the contract and appoint the new CSP on the risk and cost of the existing CSP.

1.3 Delivery Schedule

S.No	Parameter	Timeline
1	Provisioning of cloud landing zone covering foundational services (account setup, cloud security services, user roles & permissions etc.), compute services, storage services and network connectivity	Within 30 working days from the date of signing the agreement
2	Operational acceptance	15 working days after provisioning the services as mentioned in Sr. No. 1
3	Operation and maintenance phase	Will start from the date of operational acceptance provided by MPPKVVCL, Indore

- 1.4 The configuration (vCPUs, RAM, Storage, etc.) & quantities defined in the Bill of Material are indicative only and MPPKVVCL, Indore may use any of the available configuration as per its requirements limited to MPPKVVCL, Indore approved cost.
- 1.5 The desired manpower shall be placed at our site in IT Building MD Office, Indore. The seating space and necessary network requirements shall be made available by MPPKVVCL, Indore.
2. *Provisioning and Setup of Cloud Services Infrastructure, Compute, Storage and Bandwidth*
 - (i) The MSP shall align a CSP of designated credentials.
 - (ii) The MSP shall be responsible for migration of IT Applications on Cloud & provisioning of required software, infrastructure, bandwidth, licenses and management of services deployment and hosting of the current IT Application, including the underlying application/system software necessary to run the IT Applications. Bidder should perform proper handover takeover/Knowledge transfer of existing IT

Applications before the migration. It will be required to adequately and optimally size the necessary compute, memory, and storage required, build the minimum sufficient redundancy into the architecture (including storage) and load balancing to meet the service levels mentioned in the RFP at all times. The hosting solution must be designed for rapid elasticity and handle hardware failures without downtime. In addition to the production environment, the MSP shall also provision for the Quality Assurance (QA), Test and Development environments (1 instance each respectively) on the cloud environment.

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

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

- (i) While the minimum required compute, storage, band-width is provided in the RFP, it is expected that compute, storage, and bandwidth requirements may be auto-scaled over the period of the contract in line with the transaction load and in order to meet the SLA requirements. The review of auto-scaling rules and limits may be done from time-to-time and approvals from MPPKVVCL, Indore sought, wherever necessary. The MSP shall provide the necessary details like the sizing calculations, assumptions, current workloads & utilizations, expected growth / demand and any other details justifying the request to scale up or scale down.
- (ii) It would be the responsibility of the MSP to implement Identity and Access Management (IAM) that properly separates users by their identified roles and responsibilities, thereby establishing least necessary privileges. Additionally, multi-factor authentication (MFA) for the root account, as well as any privileged Identity and Access Management accounts associated may be configured. The MSP should ensure to appropriately segregate / isolate data traffic/application by functionality using DMZs, subnets etc.
- (iii) The MSP should ensure that the cloud infrastructure and all systems hosted on it, respectively, are properly monitored for unauthorized activity. Additionally, regular vulnerability scanning and penetration testing of the systems would be required, as per the best practices and in accordance with security policies of MPPKVVCL, Indore. The audit logs will have to be reviewed to identify any unauthorized access to the systems and application.
- (iv) Review of the service level reports provided by the CSP and monitoring of the service levels including availability, uptime, performance, and resource utilization of the network, storage, database, operating systems, all applications, including API access within the CSP's boundary would be diligently conducted by the MSP in order to identify any deviations from the SLAs and report SLA breaches to MPPKVVCL, Indore. The MSP would monitor, manage and administer the billing related aspects that will help MPPKVVCL, Indore to validate the billing of the CSP and SLA related penalties.

- (v) Configure, schedule, monitor and manage backups of all the data including but not limited to files, images and databases as per the backup policy of MPPKVVCL, Indore. The MSP would assist restoration from the backup, as and when required.
 - (vi) Create and maintain all the necessary technical documentation, design documents, standard operating procedures, configurations required to continued operations and maintenance of cloud services.
 - (vii) One read only cloud console login should be provisioned for the department for monitoring the real time performance, configuration, resource utilization of servers, network and security components.
 - (viii) In future, the purchaser may require to integrate these applications from other data sources (like ERP, NGB, SCADA, MDAS MDM, NVIS, DFIS etc). In such case, successful bidder will be required to make necessary provision for the same.
 - (ix) The bidder shall assist the Purchaser to review the workloads every month and its further augmentation, if required.
4. *Acceptance and Validation of Cloud Environment*
- i. Bidder shall validate and demonstrate the Compute, Storage and Backups after initial acceptance (within 6 months). The dates for demonstration will be mutually agreed.
 - ii. Bidder has to factor the cost of provisioning the licenses, infrastructure, database instances, and any other services required to accept/validate the cloud environments.
 - iii. Any licenses (OS, DB) required for such acceptance/validation is the responsibility of the bidder.
5. *Cost Estimation, Entry Plan, Migration Plan and Exit Management Plan / Transition-Out Services*
- The MSP would be required to complete following activities:-
- i. Provide a comprehensive cost estimation, Cloud Entry and Migration plan to MPPKVVCL, Indore before starting any cloud Entry or Migration activity with timeline.
 - ii. Provide a comprehensive exit management plan to MPPKVVCL, Indore as and when desired by the Company without the need of re-architect, re-platform and re-designing of any application and also maintain the same network and security profile thereby eliminating the reconfiguration.
 - iii. Migrate the VMs, data, content and any other assets to the new environment or on alternate CSP's offerings, without the need of re-architect, re-platform and re-designing of any application and also maintain the same network and security profile thereby eliminating the reconfiguration and ensure successful deployment and running of the MPPKVVCL, Indore solution on the new infrastructure by suitably retrieving all data, scripts, software, virtual machine images, and so forth to enable mirroring or copying to Department supplied industry standard media
 - iv. Retain the data at the end of the agreement (for a maximum of 45 days beyond the expiry of the Agreement). If data is to be retained the cost for retaining the data may be obtained in the commercial quote.
 - v. Once the exit process is completed, remove the data, content and other assets from the cloud environment and destroy the VM, Content and data of MPPKVVCL Indore.
 - vi. Support and assist MPPKVVCL Indore for a period of 1 month to successfully deploy and access the services from the new environment.
 - vii. Train and transfer the knowledge to the Replacement Agency (or MPPKVVCL Indore) to ensure similar continuity and performance of the Services post expiry of the Agreement.
 - viii. The MSP shall not charge anything extra to MPPKVVCL, Indore for transferring the data to the new CSP/Data Center during the Exit Plan.

- ix. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry/termination of the contract, shall rest absolutely with MPPKVVCL Indore

6. *Exit Management Purpose*

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

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

7. *Confidential Information, Security and Data*

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

- (a) Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code; any other data and confidential information created as part of or is related to this project;
- (b) Project data as is reasonably required for purposes of the project or for transitioning of the services to its replacing successful bidder in a readily available format.
- (c) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable MPPKVVCL, Indore and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the Services to MPPKVVCL, Indore or its nominated agencies, or its replacing vendor (as the case may be).
- (d) The Successful bidder shall retain all of the above information with them for 30 days after the termination of the contract, post which the provider has to wipe/purge/delete all information created or retained as part of this project.
- (e) Successful bidder will sign a Non-Disclosure Agreement with MPPKVVCL, Indore IT Department. The format for the same has been included in Schedule 4.

8. *Employees*

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

9. *Rights of Access to Information*

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

10. *Exit Management Plan*

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

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

11. *Backup and restore of Data*

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

12. *Cloud Services Specifications and Requirements*

i. Regulatory Requirements

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

ii. Compute

	Requirement	Description
1.	Compute instances – <ul style="list-style-type: none"> • General Purpose • Memory optimized • Compute optimized • Storage optimized 	Cloud provider should offer the following instance types – <ul style="list-style-type: none"> • General Purpose – optimized for generic applications and provides a balance of compute, memory, and network resources. • Memory optimized – optimized for memory applications • Compute optimized – optimized for compute applications • Storage optimized – include very fast/large amount of local storage for NoSQL databases and Hadoop
2.	Compute instances – Burstable performance	Cloud provider should offer instances that provide a baseline level of CPU performance with the ability to burst above the baseline.
3.	Compute instances – Dedicated	Cloud provider should offer instances that run on hardware dedicated to a single customer.
4.	OS Support – Linux	Cloud provider should be able to support following Linux distributions - (Red Hat, SUSE, Ubuntu, CentOS, and Debian)
5.	OS Support – Windows	Cloud provider should be able to support the last two major Windows Server versions Windows Server 2008, 2012, 2016 and 2019
6.	Resize virtual cores, memory, storage seamlessly	Customer must be able to specify and modify server configuration (CPU, memory, storage) parameters seamlessly during maintenance window (maximum of 30 min)
7.	Local disk/Instance store	Cloud service should support local storage for compute instances to be used for temporary storage of information that changes frequently.
8.	Provision multiple concurrent instances	Cloud service must offer self-service provisioning of multiple instances concurrently either through a programmatic interface (API/CLI) or through a management console.
9.	Instance affinity - logical grouping of instances within a single data centre	Customer should be able to logically group instances together for applications that require low network latency and/or high network throughput.
10.	Auto Scaling support	Cloud service should be able to automatically increase the number of instances during demand spikes to maintain performance and decrease capacity during lulls to reduce costs. The platform should allow horizontal scaling of the instances without any outage. A maintenance window is allowed for vertical scale-up of VM to specify and modify server configuration (CPU, memory, storage) parameters.
11.	Bring your own image/Instance Import	Customer should be able to import their existing image and save it as a new, privately available image that can then be used to provision instances in the future.
12.	Export Instance Image	Cloud service must support the ability to take an existing running instance or a copy of an instance and export the instance into a VMDK or VHD image format.
13.	Instance maintenance mitigation	Cloud service must be architected in such a way to avoid instance outages or downtime when the provider is

		performing any kind of hardware or service maintenance.
14.	Instance failure recovery	Cloud service must be architected in such a way to automatically restart instances on a healthy host if the original physical host fails.
15.	Instance restart flexibility	Cloud provider must be able to schedule events for customer's instances, such as a reboot, stop/start, or retirement. Depending on the event, customer might be able to take action to control the timing of the event.
16.	Support for containers	Cloud service should support containers and/or other containerization platforms.
17.	Highly scalable, high performance container management service	Cloud provider should offer a highly scalable, high performance container management service.
18.	Event-driven computing that runs code in response to events	Cloud service should be able to run customer code in response to events and automatically manage the compute resources.
19.	License portability and support – Microsoft	Cloud provider should offer license portability and support for Microsoft apps like SQL Server and SharePoint Server.
20.	License portability and support – Oracle	Cloud provider should offer license portability and support for Oracle apps like Oracle Database 11g , 12c , 21c.
21.	License portability and support – IBM	Cloud provider should offer license portability and support for IBM apps like DB2 and Websphere.

iii. Networking

	Requirement	Description
1.	Multiple network interface/instance	Cloud service should be able to support multiple (primary and additional) network interfaces.
2.	Multiple IP addresses/instance	Cloud service should be able to support multiple IP addresses per instance. Use cases include hosting multiple websites on a single server and network appliances (such as load balancers) that have multiple private IP addresses for each network interface.
3.	Ability to move network interfaces and IPs between instances	Cloud service should support the ability to create a network interface, attach it to an instance, detach it from an instance, and attach it to another instance.
4.	Enhanced networking support	Cloud service should support capabilities such as single root I/O virtualization for higher performance (packets per second), lower latency, and lower jitter.
5.	Network traffic logging - Log traffic flows at network interfaces	Cloud service should support capturing information about the IP traffic going to and from network interfaces.
6.	Auto-assigned public IP addresses	Cloud service should be able to automatically assign a public IP to the instances.
7.	IP Protocol support	Cloud service should be able to support multiple IP protocols, including TCP, UDP, and ICMP protocols.
8.	Use any network CIDR, including RFC 1918	Cloud service should be able to support IP address ranges specified in RFC 1918 as well as publicly routable CIDR blocks.

9.	Static public IP addresses	Cloud provider must support IP addresses associated with a customer account, not a particular instance. The IP address should remain associated with the account until released explicitly.
10.	Auto-created default virtual private network	Cloud service should be able to create a default private network and subnet with instances launching into a default subnet receiving a public IP address and a private IP address.
11.	Subnets within private network	Customer should be able to create one or more subnets within private network with a single Classless Inter-Domain Routing (CIDR) block.
12.	Subnet level filtering (Network ACLs)	Cloud service should support subnet level filtering – Network ACLs that act as a firewall for associated subnets, controlling both inbound and outbound traffic at the subnet level.
13.	Ingress filtering	Cloud service should support adding or removing rules applicable to inbound traffic (ingress) to instances.
14.	Egress filtering	Cloud service should support adding or removing rules applicable to outbound traffic (egress) originating from instances.
15.	Disable source/destination checks on interfaces	Cloud service should support the ability to disable source/destination check on network interfaces. By default, compute instances perform source/destination checks.
16.	Configure proxy server (NAT instance) at network level	Cloud service should support NAT instances that can route traffic from internal-only instances to the Internet.
17.	Site-to-site managed VPN service	Cloud service should support a hardware/software based VPN connection between the cloud provider and customer data center.
18.	Virtual Network Peering	Cloud service should support connecting two virtual networks to route traffic between them using private IP addresses.
19.	Multiple VPN Connections per Virtual Network	Cloud service should support creating multiple VPN connections per virtual network
20.	BGP for high availability and reliable failover	Cloud provider should support Border Gateway Protocol. BGP performs a robust liveness check on the IPsec tunnel and simplifies the failover procedure that is invoked when one VPN tunnel goes down.
21.	Private connection to customer data centres	Cloud provider should support direct leased-line connections between cloud provider and a customer data centre, office, or co-location environment, which in many cases can reduce network costs, increase bandwidth throughput, and provide a more consistent network experience than Internet-based connections.
22.	DNS based global load balancing	Cloud service should support Load balancing of instances across multiple host servers.
23.	Load balancing supports multiple routing methods	Cloud service should support multiple routing mechanism including round-robin, failover, sticky session etc.
24.	Front-end Load Balancer	Cloud service should support a front-end load balancer that takes requests from clients over the Internet and distributes them across the instances that are registered with the load

		balancer.
25.	Back-end Load Balancer	Cloud service should support an internal load balancer that routes traffic to instances within private subnets.
26.	Health checks - monitor the health and performance of application	Cloud service should support health checks to monitor the health and performance of resources.
27.	Integration with Load Balancer	Cloud service should support integration with load balancer.
28.	Low Latency	The CSP should be able to provide a 10GB network connectivity between the servers if required.

iv. Storage – Block Storage

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

v. Storage – Object Storage

	Requirement	Description
1.	Scalable object storage service	Cloud provider should offer secure, durable, highly-scalable object storage for storing and retrieving any amount of data from the web.
2.	Low cost archival storage with policy support	Cloud provider should support an extremely low-cost storage service that provides durable storage with security features for data archiving and backup.
3.	Support for Server-side Encryption	Cloud service should support encryption for data at rest using 256-bit Advanced Encryption Standard (AES-256) encryption to encrypt your data.

4.	Support for Server Side Encryption with Customer-Provided Keys	Cloud service should support encryption using customer-provided keys. These keys should be used to manage both the encryption, as data is written to disks, and decryption, when data is accessed.
5.	Support for Server Side Encryption with a Key Management Service	Cloud service should support encryption using a Key Management Service that creates encryption keys, defines the policies that control how keys can be used, and audits key usage to prove they are being used correctly.
6.	Object lifecycle management	Cloud Service should support managing an object's lifecycle by using a lifecycle configuration, which defines how objects are managed during their lifetime, from creation/initial storage to deletion.
7.	Data Locality	Cloud provider should provide a strong regional isolation, so that objects stored in a region never leave the region unless customer explicitly transfers them to another region.
8.	Object change notification	Cloud service should be able to send notifications when certain events happen at the object level (addition/deletion).
9.	High-scale static web site hosting	Cloud service should be able to host a website that uses client-side technologies (such as HTML, CSS, and JavaScript) and does not require server-side technologies (such as PHP and ASP.NET).
10.	Object Versioning	Cloud Service should support versioning, where multiple versions of an object can be kept in one bucket. Versioning protects against unintended overwrites and deletions.
11.	Flexible access-control mechanisms	Cloud service should support flexible access-control policies to manage permissions for objects.
12.	Audit logs	Cloud service should be able to provide audit logs on storage buckets including details about a single access request, such as the requester, bucket name, request time, request action, response status, and error code.
13.	Lower Durability offering	Cloud service should support a lower cost option for noncritical, reproducible data at lower levels of redundancy.
14.	Parallel, multipart upload	Cloud service should allow uploading a single object as a set of parts where each part is a contiguous portion of the object's data and these object parts can be uploaded independently and in any order.
15.	CDN option for users	Cloud provider should offer a service to speed up distribution of static and dynamic web content.
16.	Strong Consistency	Cloud service should support read-after-write consistency for PUT operations for new objects.
17.	Storage gateway appliance for automated enterprise backups	Cloud provider should offer a storage gateway appliance for seamlessly storing on-premises data to the cloud.
18.	Accept large data loads through shipped physical media	Cloud provider should support moving large amounts of data into the cloud by bypassing the internet.
19.	Deliver large data exports through shipped physical media	Cloud provider should support moving large amounts of data out of the cloud by bypassing the internet.

vi. Storage – File Storage

	Requirement	Description
1.	Simple, scalable file storage service	Cloud provider should offer a simple scalable file storage service to use with compute instances in the cloud.
2.	SSD backed storage media	Cloud service should offer SSD backed storage media to provide the throughput, IOPS, and low latency needed for a broad range of workloads.
3.	Grow file systems to petabyte scale	Cloud service should support petabyte-scale file systems and allow thousands of concurrent NFS connections.
4.	Consistent low latency performance (T50-T99)	Cloud service should support consistent low latency performance between 5-15 MS at any scale.
5.	Scalable IOPS and throughput performance (/TB)	Cloud service should support scalable IOPS and throughput performance at any scale.
6.	Sharable across thousands of instances	Cloud service should support thousands of instances so that many users can access and share a common data source.
7.	Fully elastic capacity (no need to provision)	Cloud service should automatically scale up or down as files are added or removed without disrupting applications.
8.	Highly durable	Cloud service should be highly durable - file system object (i.e. directory, file, and link) should be redundantly stored across multiple data centres.
9.	Read-after-write consistency	Cloud service should support read after write consistency (each read and write operation is guaranteed to return the most recent version of the data).
10.	SSD, HDD, Magnetic	Cloud service should support SSD, HDD and Magnetic type of storage

vii. Relational Database

	Requirement	Description
1.	Managed relational database service	Cloud provider should offer a service that makes it easy to set up, operate, and scale a relational database in the cloud.
2.	Support for MySQL	Cloud service should support the last two major releases of MySQL (versions 5.6, 5.5) as a database engine.
3.	Support for Oracle	Cloud service should support the last two major releases of Oracle (11g, 12c, 21c) as a database engine.
4.	Support for Microsoft SQL Server	Cloud service should support all the editions (Express, Web, Standard, Enterprise) of SQL Server 2012 as a database engine.
5.	Support for PostgreSQL	Cloud service should support the last three major releases of PostgreSQL (12,13,14)
6.	Low latency, synchronous replication across multiple data centers	Cloud service should support synchronous replication of a primary database to a standby replica in a separate physical data centre to provide data redundancy, eliminate I/O freezes, and minimize latency spikes during system backups.
7.	Read Replica support	Cloud service should support read replicas that make it easy to elastically scale out beyond the capacity constraints of a single DB Instance for read-heavy database workloads.
8.	Manual Failover	Cloud service should support a manual failover of the DB instance from primary to a standby replica.

9.	Provisioned IO support	Cloud service should support the needs of database workloads that are sensitive to storage performance and consistency in random access I/O throughput.
10.	Bring your own SQL, Oracle licenses	Cloud service should support customers who prefer to use their existing Oracle and SQL Server database licenses in the cloud.
11.	Cross region Snapshots	Cloud service should support copying snapshots of any size between different cloud provider regions (in India) for disaster recovery purposes.
12.	Cross region Read Replica	Cloud service should support creating multiple in-region and cross-region replicas per database instance for scalability or disaster recovery purposes.
13.	High Availability	Cloud Service should support enhanced availability and durability for database instances for production workloads.
14.	Point in time restore	Cloud service should support restoring a DB instance to a specific date and time.
15.	User snapshots and restore	Cloud service should support creating a DB snapshot and restoring a DB instance from a snapshot.
16.	Modifiable DB parameters	Cloud service should allow the DB parameter to be modified.
17.	Monitoring	Cloud service should allow monitoring of performance and health of a database or a DB instance.
18.	Encryption at rest	Cloud service should support encryption using the industry standard AES-256 encryption algorithm to encrypt data.

viii. Non-Relational Database

	Requirement	Description
1.	Scalable, fast and flexible NoSQL database service	Cloud provider should offer a fast and flexible NoSQL database service for applications that need consistent, single-digit millisecond latency at any scale.
2.	Replication	Cloud service should support automatic replication of data across multiple physical data centres in a region to provide high availability and data durability.
3.	Performance/ Latency	Cloud service should support single-digit milliseconds (TP99) latencies at any scale.
4.	Key-value Data Model support	Cloud service should support key value data structure where the primary key is the only required attribute for items in a table and uniquely identifies each item.
5.	Document Data Model with JSON support	Cloud service should support storing, querying, and updating JSON documents.
6.	Tenable scaling	Cloud service should support seamless throughput and storage scaling.
7.	Secondary Indexes	Cloud service should support secondary indexes. Secondary indexes are indexes that contain hash or hash-and-range keys that can be different from the keys in the table on which the index is based.
8.	Streams	Cloud service should support streams. Stream is an ordered flow of information about changes to items.
9.	Cross region replication	Cloud Service should support cross-region replication to automatically replication data across multiple regions.
10.	Database triggers	Cloud Service should support database triggers - pieces of

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		code that quickly and automatically respond to data modification in the tables.
11.	Strong consistency, Atomic counters	Cloud service should support strong consistency for read operations to make sure users are always reading the latest values.
12.	Integrated Monitoring	Cloud service should support monitoring of request throughput and latency for database tables, among other metrics.
13.	Integration with data warehouse	Cloud service should support integration with a data warehouse for advanced business intelligence capabilities.
14.	Hadoop and Spark Integration	Cloud service should support integration with a Hadoop and Spark framework to perform complex analytics on large datasets.

ix. Security and administration

	Requirement	Description
1.	Control access to your cloud resources at a granular level	Cloud provider should offer fine-grained access controls including, conditions like time of the day, originating IP address, use of SSL certificates, or authentication with a multi-factor authentication device.
2.	Utilize multi-factor authentication when accessing cloud resources	Cloud service should support multi-factor authentication. MFA requires users to prove physical possession of a hardware or virtual MFA device by providing a valid MFA code.
3.	Policy validation to ensure policies match intentions	Cloud service should support a policy validator to examine non-compliant access control policies.
4.	Directory as a service	Cloud provider should support setting up a stand-alone directory in the cloud or connecting cloud resources with existing on-premises Microsoft Active Directory.
5.	User and Group management	Cloud service should support features such as user and group management.
6.	Integration with your existing on-premises Active Directory	Cloud service should integrate with existing on-premise Active Directory.
7.	Self-service password reset for cloud users	Cloud service should allow users to reset their password in a self-service manner.
8.	Dedicated, hardware security module (HSM) appliance	Cloud provider should offer dedicated HSM modules. A hardware security module (HSM) is a hardware appliance that provides secure key storage and cryptographic operations within a tamper-resistant hardware module.
9.	Managed service to create and control the encryption keys used to encrypt your data	Cloud provider should offer a service to create and control the encryption keys used to encrypt user data.
10.	Audit of all action on keys	Cloud service should support auditing with features such as what request was made, the source IP address from which the request was made, who made the request, when it was made, and so on.
11.	Key Durability	Cloud service should support durability of keys, including storing multiple copies to ensure keys are available when needed.
12.	Web service to record API calls and deliver log files	Cloud provider should offer a service to record history of API calls and related events for a user account.

13.	Receive notification of API activity	Cloud service should support notifications when new log files are available.
14.	Durable and inexpensive log file storage	Cloud service should support storing log files in a durable and inexpensive storage solution.
15.	Choice of partner solution	Cloud service should support a variety of 3rd party solutions.
16.	Latency to deliver API activity history to a storage bucket	Cloud service should deliver API activity history within a reasonable timeframe (<30 minutes) from the time API call is made.
17.	Aggregation across multiple accounts and multiple Regions for ease of use	Cloud service should support receiving log files from multiple regions and accounts to a single location for ease of use.
18.	Managed service for resource inventory, configuration history & change notifications	Cloud provider should offer a service that provides resource inventory, configuration history, and configuration change notifications to enable security and governance.
19.	Automatically records a resource's configuration when it changes	Cloud service should automatically record a resource configuration when it changes and make this information available.
20.	Examine the configuration of your resources at any single point in the past	Customer should be able to obtain details of what a resource's configuration looked like at any point in the past using this cloud service.
21.	Receive notification of a configuration change	Cloud service should notify every configuration change so customers can process these notifications programmatically.
22.	Create and manage catalogue of pre-approved services for use	Cloud provider should offer the ability to create and manage catalogues of IT services that are approved for use.

x. Security and administration

	Requirement	Description
1.	<ul style="list-style-type: none"> 3rd party Assurance Programs SOC1 / ISAE 3402 SOC2 / SOC3 ISO 27001 ISO 9001 	Cloud provider should meet a broad set of international and industry-specific compliance standards: ISO 27001, ISO 27017, ISO 27018, SOC 1, SOC 2/SOC 3

xi. Deployment and Management

	Requirement	Description
1.	Service to quickly deploy and manage applications in the cloud	Cloud provider should offer a service to quickly deploy and manage applications in the cloud by automatically handling the deployment, from capacity provisioning, load balancing, auto-scaling to application health monitoring.
2.	Supported Platforms Java Ruby PHP Node.js Google Go NET Python	Cloud service should support a wide variety of platforms from Java, Python and .NET to Google Go.

	SCALA	
3.	Supported OS Windows Linux any OS in containers.	Cloud Service should support Windows, Linux, and containers.
4.	Deployment Mechanism Git Zip Eclipse Visual Studio	Cloud service should support various deployment mechanisms, including a Git repository, or an integrated development environment (IDE) such as Eclipse or Visual Studio.
5.	Support for SSL connections	Cloud service should support SSL connections.
6.	Application source versioning	Cloud service should support application source versioning. This would be useful for applications that have been updated and need to be redeployed.
7.	Auto scaling	Cloud service should support automatically launching or terminating instances based on the parameters such as CPU utilization defined by users.
8.	Swap virtual IP between staging and production environments	Cloud service should support swapping IP addresses between staging and production environments so that a new application version can be deployed with zero downtime.
9.	Integration with caching solution	Cloud service should be integrated with a caching solution such as Redis cache.
10.	Service to create a collection of related resources and provision them using a template	Cloud provider should offer a service to create a collection of related resources and provision them in an orderly and predictable fashion using a template.
11.	Single JSON based template to declare your stack	Cloud service should use a template, a JSON-format, text-based file that describes all the resources required for an application. The resources in the template should be managed as a single unit.
12.	Allow parametrization and specific configurations	Cloud service should support parameterization for specific configuration.
13.	Integration with the portal	Cloud service should be integrated with the portal.
14.	Cloud Native Solutions	Cloud service should provide Cloud Native Solutions such as Containers, Devops, Server-less Function, Centralise Repository etc.
15.	Artificial Intelligence / Machine Learning	Cloud service should provide Artificial Intelligence / Machine Learning on Cloud Platform.
16.	Identity and Access Management & Cloud Policy	Cloud service should provide service that controls the permissions and access for user and cloud resources. Cloud service should also ensure the integrity and privacy of company-owned information, cloud service should also ensure policies for financial management, cost optimization, performance management, and network security.

xii. Application Services

	Requirement	Description
1.	Search service	Cloud provider should offer a search service in the Cloud that makes it simple and cost-effective to set up, manage,

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

xiii. Hybrid Integration

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

	deploy and operate apps in the Cloud or own data center	operational tasks like software configurations, package installations, and database setups for servers running on-premises or in the cloud.
12.	Service to automate code deployments to cloud and on-premises	Cloud provider should offer a service that automates code deployments to servers running on-premises or in the cloud.

xiv. Other Technical Requirements

1.	Financial analysis recommendation engine	Cloud Service Providers must offer a service by which recommendations are made to the customer about configurations, so that customer can make to optimize their financial spend with the provider. The service provider will provide customer-specific recommendations based on current or historical patterns and same must not be customer-generic. Recommendations must be actionable, tied to specific assets and documented as having a certain amount of financial savings. This service must be offered directly by the provider and not require the customer to seek third-party partners.
2.	Content delivery network	Cloud Service Provider must offer a service for global content delivery networking. The CDN service must be offered in self-service fashion with all maintenance offered by the provider.
3.	Relational DBaaS	Cloud Service provider must offer a relational database as a service (DBaaS), provided as a fully automated, self-service turnkey offering. In this service, the customer should not have access to the underlying instance, and the database maintenance must be done entirely by the provider. At a minimum, the service must support two open-source database (either MySQL and Postgre SQL) and an enterprise database (either Microsoft SQL Server or Oracle). CSP must offer relational DBaaS in a locally redundant fashion, meaning that the customer database is automatically replicated across multiple data centers within a single geography.
4.	SIEM integration or service	Cloud Service Providers must offer out-of-the-box integration with leading SIEM products or provide a self-service, turnkey offering by which customers can configure real-time analysis and alerting of security events. At a minimum, the integration or service must support alerting, log retention and some form of forensic analysis that is able to search across logs and periods of time for patterns.
5.	Local identity management and granular role-based authorization — network	Cloud Service Providers must include, at minimum, a local identity management system (that is, local accounts) with granular role-based authorization for network services in both the service interfaces and management console. At a minimum, the role-based authorization must support assigning authorization based on individual users and groups of users and delineation must be assignable per firewall, load balancer, IP address and network segment and support, as applicable, the following granular actions: create, delete and configure.
6.	Customer VPN connectivity	Cloud Service Providers must allow customers to access the cloud service via an IPsec VPN tunnel or Secure Sockets Layer (SSL) VPN tunnel over the public Internet. This must be a self-service capability from the provider side, although customers will have to make configurations on their end.
7.	Bulk data import/export with encryption	The provider must provide a portable storage device for bulk data import/export. Customer must be able to encrypt the data prior to transport and then decrypt it upon arrival. The encryption service

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		must be built into the storage device and not left to the customer.
8.	Instance-encrypted volumes	A CSP must provide an option to the customer to encrypt the data on the instance block storage volume so that data remains encrypted at rest. This must be a simple, self-service option when the instance is provisioned.
9.	Provider-enabled encryption services	The block and object storage services must offer customers the self-service ability from both management console and Command Line Interface to opt into provider-enabled server side encryption (SSE) for objects or object hierarchies within the storage service.
10.	Large instance support	Large instance support: Providers must offer customers instances with a large number of processor cores and memory for processor- or memory-intensive use cases

xv. Support

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

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

SECTION-VII
LIST OF CONSIGNEE & ACCOUNT OFFICES

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

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

SECTION-VIII
LIST OF SCHEDULED BANKS

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

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

SECTION-IX

SCHEDULE-I: PRICE AND QUANTITY

TO BE FILED ONLINE IN ENVELOPE- C

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

SCHEDULE- A - COST OF VMs										
Hardware configuration Required for IT Applications										
	Configuration of VM Instances				Proposed instances Cost Quoted by CSP					
S.N.	Operating system	HSN / SAC Code	x86 Cores	RAM (GB)	Per Unit Cost per month Excluding GST (Rs)	GST %age on Per Unit Cost			Total GST Amount (INR/ unit)	Total Unit Price per month with GST (In Rs)
						SGST (in %)	CGST (in %)	IGST (In %)		
A	B	C	D	E	F	G	H	I	J=F*(G+H+I)	K=F+J
1	Windows		2	8						
2	Windows		2	48						
3	Windows		4	16						
4	Windows		4	32						
5	Windows		4	48						
6	Windows		4	64						
7	Windows		6	32						
8	Windows		6	48						
9	Windows		8	16						
10	Windows		8	32						
11	Windows		8	48						
12	Windows		8	64						
13	Windows		8	96						
14	Windows		12	32						
15	Windows		16	64						
16	Windows		16	96						
17	Windows		16	128						
18	Windows		24	48						
19	Windows		32	128						
20	Windows		32	256						
21	Windows		48	256						
22	Windows		48	512						
23	CentOS		8	16						
24	CentOS		8	32						

25	CentOS		8	48						
26	CentOS		8	96						
27	CentOS		16	64						
28	CentOS		16	96						
29	CentOS		16	128						
30	CentOS		32	128						
31	CentOS		32	256						
32	CentOS		48	256						
33	CentOS		48	512						
34	RHEL		8	16						
35	RHEL		8	32						
36	RHEL		8	48						
37	RHEL		8	96						
38	RHEL		16	64						
39	RHEL		16	96						
40	RHEL		16	128						
41	RHEL		32	128						
42	RHEL		32	256						
43	RHEL		48	256						
44	RHEL		48	512						
45	BARE METAL RHEL		4	32						
46	BARE METAL RHEL		4	48						
47	BARE METAL RHEL		4	64						
48	BARE METAL RHEL		6	32						
49	BARE METAL RHEL		6	48						
50	BARE METAL RHEL		8	96						
51	BARE METAL Windows		4	64						
52	BARRE METAL Windows		8	64						
Sub Total Amount (A)										
A-1- Average per Server Cost for 1 Month (Sub Total A/52)										

Schedule-B -Cost of IT Components

Name of Bidder																						
S. N.	Component	Unit	HSN / SAC Code	Unit Price/ Avg. Unit Price	GST %age on Per Unit Cost			Total GST Amount	Total Unit Price per month with GST	Estimated Order Qty. in I st Year For max.		Estimated Order Qty. in II nd Year For max.		Estimated Order Qty. in III rd Year For max.		Estimated Order Qty. in IV th Year For		Estimated Order Qty. in V th Year For 12 Month		Total Quantity	Estimated Total Order Value During Contract Period (Including GST)	
					SGST (in %)	CGS T (in %)	IGST (In %)			(INR / unit)	(In Rs)	60 Months		48 Months		36 Months		24 Months				12 Months
												Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount		Qty	Amount
A	B	C	D	E	F	G	H	I=E* (F+G +H)	J=E+I	K	L=J* K*60	M	N=J* M*48	O	P=J* O*36	Q	R=J*Q *24	S	T=J*S *12	U	V=(L+N+P +R+T)	
1	Server	Server Per Month			GST on this line item already included as calculated in Schedule A					6		4		4		4		4		22		
2	HDD (1 Gbps throughput)	Per GB /Month								33000		10000		10000		10000		10000		75000		
3	Premium SSD with 3 IOPS per GB	Per GB /Month								4000		1500		1500		1500		1500		10000		
4	File storage	Per GB /Month								4000		3000		3000		3000		2000		15000		
5	Object storage unmanaged	Per GB /Month								2000		1000		1000		1000		1000		6000		
6	Cold Storage for Backup on Premises at DC in Pologround Indore with all hardware, Network and Backup services.	Per GB /Month								20000		7500		7500		7500		7500		50000		
7	Application Load Balancer - 5 Rules, 100 GB Data processes	Unit /Month								2		1		1		1		1		6		
8	Static IP	Unit /Month								5		3		3		2		1		14		
9	100 Mbps Dark Fiber/ P2P Link between	Unit /Month								1		0		0		0		0		1		

	MPPKVVCL Indore Datacenter to CSP's DC																			
10	Site 2 Site VPN (failover)	Unit /Month							2		0		0		0		0		2	
11	Project Incharge	Resource/ Month							1		0		0		0		0		1	
12	Cloud Engineer	Resource/ Month							1		0		0		0		0		1	
13	Backup Administrator	Resource/ Month							1		0		0		0		0		1	
Grand Total Amount (B)																				
Note: 1. Additional storage for further requirements during contact period shall be provided at per GB cost quoted above.																				
2. Unit Price of Server is taken as average unit cost of server as calculated in Schedule-A – A-1- [Sub Total Amount (A)/52] [Excel Sheet Cell K62]																				

NOTE

1. GST Registration Number of Bidder -(Enclose copy of Registration Certificate).
2. GST Registration Number of Madhya Pradesh Paschim Kshetra Vidyut Vitran Company limited is - **23AADCM7397N1ZU**.
3. The bidder shall fill rate either of CGST & SGST or IGST as applicable.
4. The prices are to be filled strictly in this format only.
5. Responsibility of any lack of clarity leading to confusion will rest with bidders.
6. Rates in various tapering steps shall not be considered.
7. The UNIT of measurement for quoting rate of the item specified in the above Price Bid schedule should be noted carefully before quoting rate(s). The unit shall remain un-changed & applicable as per the above schedule and quoted rate shall be considered only as per the above specified unit(s) for purpose of comparison as well as placement of order. The bidder shall be bound to accept the same; else EMD shall be forfeited and if EMD is already exempted, amount equivalent to the EMD required in the tender will have to be deposited to MPPKVVCL Indore otherwise such firm shall be kept disqualified for TWO (2) future tenders of MPPKVVCL for same/similar item(s), reserving rights of other actions as per provisions of the tender & law of contracts.
8. Any variation in rate of GST during contractual delivery period shall be borne by company (Purchaser).
9. Any downward variation in rate of GST beyond contractual delivery period shall be pass on to company and upward variation shall be borne by bidder firm.
10. Input credit has been considered under the provision of relevant act while submitting the above rates.

11. The total amount mentioned in column “v” shall be considered as inclusive of all taxes & duties for that item/service no other taxes shall be payable.
12. If user wants to enter any decimal value than please enter as per given example i.e. "0.4" instead of ".4"
13. It may be noted that Payment for works to be performed under this contract shall be released at contracted rates for aforesaid tasks only. Therefore, charges for all other activities to be performed under this contract as per Section VI-“Scope of Work”, must be included in the rates quoted for above by the Supplier.
14. Evaluation procedure for the Selection of L1 Bidder.
- Various VM instances are mentioned in the BOQ. For calculation of L1 bidder, their tentative usage is also mentioned against them. While the actual usage of VM instance may differ on the basis of our time to time requirement.
 - MSP is expected to submit actual usage on the basis of their monthly quoted price quarterly invoices will be raised during the project tenure.
15. The above VM's are required with following facilities:-
- Site to Site , Point to Point or Site to Point connectivity as per the requirement, Static Public IP.
 - DNS Manager and Subnet
 - Anti-virus for each VM's, Anti Virus and anti malware with HIDS (Host based intrusion detection system).
 - IPSec/SSL VPN Connections (Concurrent minimum 10 users) SSL VPN for remote administration must be provided for the management of virtual environment.
 - VPN Gateway, Firewall and traffic management.
 - DDoS protection
 - Identity and access Management, Roll based access mechanism
 - Manage Threat Detection and prevention Service
 - Network Load Balancer (Public and Internal), Route Table , BGP
 - NAT Gateway, Network Security Group, Bastian, RDP,SSH connection,
 - Resource Tagging
 - Budget and Usage Policy
 - Key Vault
 - Vertical and Horizontal Scalability
 - Container Environment
 - Virtual Cloud Network and VNIC(Network Interface Card)
 - Disk Encryption withMax throughput 1 GB/s and Max IOPS 20000

- Custom script for maintenance, deploy, configuration Backup and Restore
- VCN to VPN Network Aggregate Throughput Benchmark - 2 GBPS
- Resource Locking Mechanism Custom script for maintenance and configuration
- Backup and Restore or Replication as per the requirement of RPO or RTO.
- Resizing , Moving of VMs from one resource group/Tenant to another
- Security Incident and event management with Security score, recommendation and Alerts.
- Metric and Log based Reporting & Monitoring for Audit and Performance measuring
- All other free services provided by CSP will be provided by MSP at no extra cost.
- Charges of transfer in and transfer out must be included in line items defined in tender. No extra charges will be applicable.
- Site to site VPN failover 200 GB data egress
- UTM/NGFB with HA having at least 100 Mbps throughput at MPPKVVCL Indore Datacenter
- Web Application Firewall – 200 GH processed
- Log collected and analysis
- Cross connect and + Port Termination
- Data Leakage Protection as service
- Anti APT (Advance persistent Threat Solution)
- Vulnerability and Threat scanning Tools (4 Scans per month)
- Two factor Authentication
- SIEM or equivalent service with logs 1 GB per day or 1000 EPS
- Network monitor and Analysis (per 10 GB)

16. All the prices are to be entered in Indian Rupees ONLY.

17. Payment (for all types of Cloud Services) will only start after successful UAT & Stabilization of particular application and after producing certificate from MPPKVVCL, Indore in that regard.

18. No condition should be inserted in the bid. Subjective bids will be disqualified.

19. No line item should be deleted. MPPKVVCL, Indore reserves the right to disqualify the bidder if any item is deleted from price bid.

20. Charges quoted against all compute, Storage & Network must include BCP Planning.

21. The configuration (vCPUs, RAM, Storage, etc) & quantities defined above are indicative only and MPPKVVCL, Indore may use any of the available configuration as per its requirements limited to MPPKVVCL, Indore approved cost.

22. The Bidder needs to account for all Out of Pocket expenses due to Traveling, Boarding, Lodging and other related items.

23. All items to be quoted considering entire landscape (Enterprise wide) requirements.

24. Bidder should not leave any field blank of Schedule-A & Schedule-B. If any field is left blank or put Zero (0) against it, then it is assumed that for the services offered against that component is free of cost and no financial implications applies to it.
25. Any tools/software used during the project and support to comply the scope of this tender accommodated in above line items and the cost of the same must be solely incurred by the bidder.
26. The cost based on the usage per item per month shall remain uniform for the entire duration of the contract and quoted rate shall also remain uniform when scaling up and scaling down of the requirements.
27. Line items mentioned in price schedule are mentioned for rate contract purpose which is valid till contract duration. Quantities mentioned in price schedule are indicative and mentioned only for evaluation purpose. Payment will be made against actual quantity utilised by MPPKVVCL, Indore against respective work order.
28. Estimated quantity of servers is 22 with all facilities mentioned in the scope, required to be procured during contract. The MPPKVVCL may place work order to deploy these servers through single order or may place multiple orders as and when required during contract period. Rent and support period of ordered quantity will start from date of commissioning.
29. Servers required may be of single/multiple VM
30. Work Order for servers with specified VM(s) and/or associated other Line items will be placed by SE-IT, O/o MD-WZ. Please note that Cost of Other services like security/network components or/and any other services required as per scope not mentioned in Line items of price schedule will be considered bundled in Server/VM Costs and no extra cost will be borne by the purchaser.
31. Estimated Quantity as mentioned above may be varied in line with quantity variation clause of this tender.

**Place-
Date-**

**Signature of Bidder with Seal of Firm :
Name (in full) :
Designation :**

SECTION-IX
Schedule-II-DETAILS OF TYPE TEST

Not Applicable

Place-
Date-

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

SECTION-IX

SCHEDULE-III

SOURCE OF PROCUREMENT OF MATERIALS

Not Applicable

PLACE:

SIGNATURE OF BIDDER

DATE:

SEAL OF THE FIRM:

NAME:

DESIGNATION/ STATUS:

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

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

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

PLACE:

SIGNATURE OF BIDDER

NAME IN FULL

DATE

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

SECTION-IX

SCHEDULE – IV (B)

PART “B”: COMMERCIAL INFORMATION

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

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

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

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

PLACE:

DATE

SIGNATURE OF BIDDER

NAME IN FULL

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

SECTION-IX
SCHEDULE - IV

PART “C”: TECHNICAL INFORMATION

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

Not Applicable

Place-
Date-

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

SECTION-IX
SCHEDULE - V
UNDERTAKING / DECLARATION BY THE BIDDER

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

(A) “Regarding Conflicting of Interest ”

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

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

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

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

(C) “Regarding information/details given”

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

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

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

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

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

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

SIGNATURE OF TENDER

NAME IN FULL

DESIGNATION / STATUS IN THE FIRM

COMPANY SEAL

SECTION-IX
SCHEDULE-VI
DECLARATION - I

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

DATE : (AUTHORISED SIGNATORY)

PLACE : NAME :

DESIGNATION:

SEAL OF THE FIRM:

SECTION-IX

SCHEDULE-VII

DECLARATION – II

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To,

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

Dear Sir,

Sub: - **Past supply experience.**

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

Sl. No.	Year	Purchaser's Name and Address (as per clause 1.2 (ii) of Section-II)	Order Number and Date	Ordered Quantity	Quantity supplied	Value of Order
1	2	3	4	5	6	7
1	2017-18					
2	2018-19					
3	2019-20					
4	2020-21					
5	2021-22					
6	2022-23					

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

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

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

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

SECTION-IX
SCHEDULE-VIII (B)

PART "B": SCHEDULE OF SUPPLY DURING LAST FIVE YEARS

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

Not applicable

PLACE:

SIGNATURE OF BIDDER
WITH SEAL OF FIRM

DATE:

NAME IN FULL
DESIGNATION/STATUS

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

Bidder's Name & Address:

To,

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

Sub: - Financial Information.

Sr. No.	Years	Annual Turn over (In Rs. Lacs)
1	2017-18	
2	2018-19	
3	2019-20	
4	2020-21	
5	2021-22	
Aggregate (1+2+3+4+5)		

Place- Signature of Bidder with Seal of Firm:

Date- Name (in full):

Designation:

SECTION-IX
SCHEDULE-IX
DETAILS OF QUANTITY OFFERED

Not applicable

Place-

Signature of Bidder with Seal of Firm:

Date-

Name (in full):

Designation:

SECTION-IX

SCHEDULE-X (A)

PART "A"

SCHEDULE OF COMMERCIAL DEVIATIONS

Bidder's Name & Address:

To,

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

Dear Sir,

Sub: - **Commercial Deviations.**

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

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

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

PLACE:

SIGNATURE OF BIDDER

DATE

NAME IN FULL

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

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

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

Bidder's Name & Address:

To,

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

Dear Sir,

Sub: - **Technical Deviations.**

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

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

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

PLACE:

SIGNATURE OF BIDDER

DATE

NAME IN FULL

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

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

SECTION-IX
SCHEDULE-XI
GUARANTEED TECHNICAL PARTICULARS

Not applicable

PLACE:

DATE

SIGNATURE OF BIDDER

NAME IN FULL

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

SECTION-IX
SCHEDULE – XII:
CHECK LIST

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

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

-Sd-

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

SECTION-IX

SCHEDULE – XIII: PERFORMA FOR TECHNICAL BID (TO BE KEPT IN THE ENVELOPE PART-II, (COMMERCIAL/TECHICAL BID))

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

To

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

PERFORMA FOR TECHNICAL BID

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

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

Name, Seal & Signature of Authorized Person

Dated:

Contact: _____

Signature of Bidder with Seal of Firm :

**Place-
Date-**

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

SECTION-IX

SCHEDULE – XIV: TEMPLATE FOR PRE-BID QUERIES

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

Signature of Bidder with Seal of Firm :

**Place-
Date-**

Name (in full) :

Designation :

SECTION - IX
SCHEDULE – XV: Draft Contract Agreement

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

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

BETWEEN

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

and

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

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

Now it is hereby declared agreed as follows:

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

Article 1: Contract Documents

1.1 Contract Documents

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

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

1.2 Order of Precedence

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

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

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

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

The Purchaser hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of **Rs:** (In words Rs.....) as specified in **Schedule “I”. Price &**

- Quantity Schedule** or such other sums as may be determined in accordance with the terms and conditions of the Contract.
- 2.2 **Terms of Payment** (Reference general terms & condition of purchases Clause)
The terms and procedures of payment according to which the Purchaser will make payment the Contractor are given in the purchases (Terms of Payment) hereto.

Article 3: Effective Date

3.1 Effective Date

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

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

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

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

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

3.2 Resolution of Disputes

Settlement of Disputes & Arbitration

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

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

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

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

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

Article 4: Communication Address

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

Attention:

Address:

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

Telephone:

Facsimile number:

Electronic mail address:

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

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

Article 5: Schedules & Annexure-

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

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

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

Signed by, for and on behalf of the Purchaser

.....

Name :

Designation :

Purchaser :

in the presence of

1.

Name :

Designation :

Purchaser :

Signed by, for and on behalf of the Contractor

.....

Name :

Designation :

Firm Name :

in the presence of

2.

Name :

Designation :

Purchaser :

1.

2.

SECTION – IX

SCHEDULE – XVI: PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT

(To be executed on non-Judicial stamp paper worth Rs. 0.25% of security deposit (Maximum 25,000/-) and one rupee revenue stamp may be affixed on bank guarantee)

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

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

the bank hereby agrees unequivocally and unconditionally to pay **at par in any of its Branch situated in Indore or nearest to Indore**, within 48 hours on demand in writings from the M. P. Paschim Kshetra Vidyut Vitaran Company Limited, Indore or any officer authorized by it in this behalf of any amount upto and not exceeding `

..... (in words) ` to the said M. P. Paschim Kshetra Vidyut Vitaran Company Limited, Indore on behalf of the aforesaid M/s who have tendered and contracted for the supply of materials, equipments or services to the said M. P. Paschim Kshetra Vidyut Vitaran Company Limited, Indore against Order No. dt..... for the order value `

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

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

The liability under this guarantee is restricted to `(in words)

`only). This guarantee shall remain in force until

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

- (a) Our liability under the Bank Guarantee should be not exceed `/- = (Rs.....).
- (b) This Bank Guarantee shall be valid up to

- (c) We are liable to pay the Bank Guarantee amount or any part thereof under this Bank Guarantee only, and only if you serve upon us or at **any Branch situated in Indore or nearest to Indore.** a written claim or demand on or before dated.....
- (d) This Bank Guarantee is valid from to Including claim period.
- (e) We confirm for making payment on receipt of original Bank Guarantee duly discharge on or before the expiry of claim period.

Signed for.....
Bank

Witness:

- 1..... (Signature)
..... (Name)
..... (Address)
.....
- 2..... (Signature)
..... (Name)
..... (Address)

Annexure IX

BoQ

[Validate](#)[Print](#)[Help](#)**Item Wise BoQ**

Tender Inviting Authority: C.E. (Purchase)			
Name of work: Appointment of MSP for Providing and managing the infrastructure on cloud for IT Application			
Contract No: MD/WZ/06/PUR/NIT-283 /TS-1661			
Name of the Bidder/ Bidding Firm / Company :			
<u>PRICE SCHEDULE</u> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)			
NUMBER #	TEXT #	NUMBER #	
Sl. No.	Item	Estimated Total Order Value During Contract Period (Including GST)	<u>Total cost</u> (In words)
1	2	13	
1	Schedule B Cost of IT Components (Grand Total Amount (B))	0.00	INR Zero Only
2	Extra (NOT TO BE FILLED)		

Name of Bidder	
----------------	--

Hardware configuration Required for IT Applications

Configuration of VM Instances	Proposed instances Cost Quoted by CSP
-------------------------------	---------------------------------------

S.N.	Operating system	HSN / SAC Code	x86 Cores	RAM (GB)	Per Unit Cost per month Excluding GST (Rs)	GST %age on Per Unit Cost			Total GST Amount (INR/ unit)	Total Unit Price per month with GST (In Rs)
						SGST (in %)	CGST (in %)	IGST (In %)		
A	B	C	D	E	F	G	H	I	J=FX(G+H+I)	K=F+J
1	Windows		2	8					0.00	0.00
2	Windows		2	48					0.00	0.00
3	Windows		4	16					0.00	0.00
4	Windows		4	32					0.00	0.00
5	Windows		4	48					0.00	0.00
6	Windows		4	64					0.00	0.00
7	Windows		6	32					0.00	0.00
8	Windows		6	48					0.00	0.00
9	Windows		8	16					0.00	0.00
10	Windows		8	32					0.00	0.00
11	Windows		8	48					0.00	0.00
12	Windows		8	64					0.00	0.00
13	Windows		8	96					0.00	0.00
14	Windows		12	32					0.00	0.00
15	Windows		16	64					0.00	0.00
16	Windows		16	96					0.00	0.00
17	Windows		16	128					0.00	0.00
18	Windows		24	48					0.00	0.00
19	Windows		32	128					0.00	0.00
20	Windows		32	256					0.00	0.00
21	Windows		48	256					0.00	0.00
22	Windows		48	512					0.00	0.00
23	CentOS		8	16					0.00	0.00
24	CentOS		8	32					0.00	0.00
25	CentOS		8	48					0.00	0.00
26	CentOS		8	96					0.00	0.00
27	CentOS		16	64					0.00	0.00
28	CentOS		16	96					0.00	0.00
29	CentOS		16	128					0.00	0.00
30	CentOS		32	128					0.00	0.00
31	CentOS		32	256					0.00	0.00
32	CentOS		48	256					0.00	0.00
33	CentOS		48	512					0.00	0.00
34	RHEL		8	16					0.00	0.00
35	RHEL		8	32					0.00	0.00
36	RHEL		8	48					0.00	0.00
37	RHEL		8	96					0.00	0.00
38	RHEL		16	64					0.00	0.00
39	RHEL		16	96					0.00	0.00
40	RHEL		16	128					0.00	0.00
41	RHEL		32	128					0.00	0.00
42	RHEL		32	256					0.00	0.00
43	RHEL		48	256					0.00	0.00
44	RHEL		48	512					0.00	0.00
45	BARE METAL RHEL		4	32					0.00	0.00
46	BARE METAL RHEL		4	48					0.00	0.00
47	BARE METAL RHEL		4	64					0.00	0.00
48	BARE METAL RHEL		6	32					0.00	0.00
49	BARE METAL RHEL		6	48					0.00	0.00
50	BARE METAL RHEL		8	96					0.00	0.00
51	Windows		4	64					0.00	0.00
52	BARRE METAL		8	64					0.00	0.00

0.00

0.00

Schedule B Cost of IT Components																					
Name of Bidder																					
S.N.	Component	Unit	HSN / SAC Code	Unit Price/Avg. Unit Price	GST %age on Per Unit Cost			Total GST Amount (INR/ unit)	Total Unit Price per month with GST (In Rs)	Estimated Order In 1 st Year For		Estimated Order In 1 st Year For		Estimated Order In 1 st Year For		Estimated Order In 1 st Year For		Estimated Order In 1 st Year For 12 Month		Total Quantity	Estimated Total Order Value During Contract Period: (Including GST) Amount (in Rs.)
					SGST (in %)	COST (in %)	IGST (in %)			60	Month	48	Month	36	Month	24	Month	12	Month		
A	B	C	D	E	F	G	H	I=K*(F+G+H)	J=K*I	K	L=J*K*60	M	N=J*M*48	O	P=J*O*36	Q	R=J*Q*24	S	T=J*S*12	U	V=(L+N+P+R+T)
1	Server	Server Per Month		0.00	Gst on this line item already calculated in Schedule A				0.00	6	0.00	4	0.00	4	0.00	4	0.00	4	0.00	22	0.00
2	HDD (1 Gbps throughput)	Per GB/Month						0.00	0.00	35000	0.00	10000	0.00	10000	0.00	10000	0.00	10000	0.00	75000	0.00
3	Premium SSD with 3 IOPS per GB	Per GB/Month						0.00	0.00	4000	0.00	1500	0.00	1500	0.00	1500	0.00	1500	0.00	10000	0.00
4	File storage	Per GB/Month						0.00	0.00	4000	0.00	3000	0.00	3000	0.00	3000	0.00	2000	0.00	15000	0.00
5	Object storage (managed)	Per GB/Month						0.00	0.00	2000	0.00	1000	0.00	1000	0.00	1000	0.00	1000	0.00	6000	0.00
6	Cold Storage for Backup on Premises at DC in Pologround/Indore with all hardware, Network and Backup services.	Per GB/Month						0.00	0.00	20000	0.00	7500	0.00	7500	0.00	7500	0.00	7500	0.00	50000	0.00
7	Application Load Balancer - 5 Rules, 100 GB Data processes	Unit/Month						0.00	0.00	2	0.00	1	0.00	1	0.00	1	0.00	1	0.00	6	0.00
8	Static IP	Unit/Month						0.00	0.00	5	0.00	3	0.00	3	0.00	2	0.00	1	0.00	14	0.00
9	100 Mbps Dark Fiber/ P2P Link between MPPKVVCL Indore/Datacenter to CSP's DC	Unit/Month						0.00	0.00	1	0.00	0	0.00	0	0.00	0	0.00	0	0.00	1	0.00
10	Site 2 Site VPN (failover)	Unit/Month						0.00	0.00	2	0.00	0	0.00	0	0.00	0	0.00	0	0.00	2	0.00
11	Project Incharge	Resource/ Month						0.00	0.00	1	0.00	0	0.00	0	0.00	0	0.00	0	0.00	1	0.00
12	Cloud Engineer	Resource/ Month						0.00	0.00	1	0.00	0	0.00	0	0.00	0	0.00	0	0.00	1	0.00
13	Backup Administrator	Resource/ Month						0.00	0.00	1	0.00	0	0.00	0	0.00	0	0.00	0	0.00	1	0.00
Sub Grand Total Amount (B)											0.00		0.00		0.00		0.00		0.00		0.00
Note: 1. Additional storage for further requirements during contract period shall be provided at per GB cost quoted above.																					
2. Unit Price of Service is taken as average unit cost of server as calculated in Schedule-A – A-1- [Sub Total Amount (A)/52] [Excel Sheet Cell K62]																					

NOTE

1. GST Registration Number of Bidder - (Enclose copy of Registration Certificate).
 2. GST Registration Number of Madhya Pradesh Paschim Kshetra Vidyut Vitran Company limited is - **23AADCM7397N1ZU**.
 3. The bidder shall fill rate either of CGST & SGST or IGST as applicable.
 4. The prices are to be filled strictly in this format only.
 5. Responsibility of any lack of clarity leading to confusion will rest with bidders.
 6. Rates in various tapering steps shall not be considered.
 7. The UNIT of measurement for quoting rate of the item specified in the above Price Bid schedule should be noted carefully before quoting rate(s). The unit shall remain unchanged & applicable as per the above schedule and quoted rate shall be considered only as per the above specified unit(s) for purpose of comparison as well as placement of order. The bidder shall be bound to accept the same; else EMD shall be forfeited and if EMD is already exempted, amount equivalent to the EMD required in the tender will have to be deposited to MPPKVCL Indore otherwise such firm shall be kept disqualified for TWO (2) future tenders of MPPKVCL for same/similar item(s), reserving rights of other actions as per provisions of the tender & law of contracts.
 8. Any variation in rate of GST during contractual delivery period shall be borne by company (Purchaser).
 9. Any downward variation in rate of GST beyond contractual delivery period shall be pass on to company and upward variation shall be borne by bidder firm.
 10. Input credit has been considered under the provision of relevant act while submitting the above rates.
 11. The total amount mentioned in column "v" shall be considered as inclusive of all taxes & duties for that item/service no other taxes shall be payable.
 12. If user wants to enter any decimal value than please enter as per given example i.e. "0.4" instead of ".4"
 13. It may be noted that Payment for works to be performed under this contract shall be released at contracted rates for aforesaid tasks only. Therefore, charges for all other activities to be performed under this contract as per Section VI- "Scope of Work", must be included in the rates quoted for above by the Supplier.
 14. Evaluation procedure for the Selection of L1 Bidder.
 - Various VM instances are mentioned in the BOQ. For calculation of L1 bidder, their tentative usage is also mentioned against them. While the actual usage of VM instance may differ on the basis of our time to time requirement.
 - MSP is expected to submit actual usage on the basis of their monthly quoted price quarterly invoices will be raised during the project tenure.
 15. The above VM's are required with following facilities:-
 - Site to Site , Point to Point or Site to Point connectivity as per the requirement, Static Public IP.
 - DNS Manager and Subnet
 - Anti-virus for each VM's, Anti Virus and anti malware with HIDS (Host based intrusion detection system).
 - IPSec/SSL VPN Connections (Concurrent minimum 10 users) SSL VPN for remote administration must be provided for the management of virtual environment.
 - VPN Gateway, Firewall and traffic management.
 - DDoS protection
 - Identity and access Management, Roll based access mechanism
 - Manage Threat Detection and prevention Service
 - Network Load Balancer (Public and Internal), Route Table , BGP
 - NAT Gateway, Network Security Group, Bastian, RDP,SSH connection,
 - Resource Tagging
 - Budget and Usage Policy
 - Key Vault
 - Vertical and Horizontal Scalability
 - Container Environment
 - Virtual Cloud Network and VNIC(Network Interface Card)
 - Disk Encryption withMax throughput 1 GB/s and Max IOPS 20000
 - Custom script for maintenance, deploy, configuration Backup and Restore
 - VCN to VPN Network Aggregate Throughput Benchmark - 2 GBPS
 - Resource Locking Mechanism Custom script for maintenance and configuration
 - Backup and Restore or Replication as per the requirement of RPO or RTO.
 - Resizing , Moving of VMs from one resource group/Tenant to another
 - Security Incident and event management with Security score, recommendation and Alerts.
 - Metric and Log based Reporting & Monitoring for Audit and Performance measuring
 - All other free services provided by CSP will be provided by MSP at no extra cost.
 - Charges of transfer in and transfer out must be included in line items defined in tender. No extra charges will be applicable.
 - Site to site VPN failover 200 GB data egress
 - UTM/NGFB with HA having at least 100 Mbps throughput at MPPKVCL Indore Datacenter
 - Web Application Firewall - 200 GH processed
 - Log collected and analysis
 - Cross connect and + Port Termination
 - Data Leakage Protection as service
 - Anti APT (Advance persistent Threat Solution)
 - Vulnerability and Threat scanning Tools (4 Scans per month)
 - Two factor Authentication
 - SIEM or equivalent service with logs 1 GB per day or 1000 EPS
 - Network monitor and Analysis (per 10 GB)
 16. All the prices are to be entered in Indian Rupees ONLY.
 17. Payment (for all types of Cloud Services) will only start after successful UAT & Stabilization of particular application and after producing certificate from MPPKVCL, Indore in that regard.
 18. No condition should be inserted in the bid. Subjective bids will be disqualified.
 19. No line item should be deleted. MPPKVCL, Indore reserves the right to disqualify the bidder if any item is deleted from price bid.
 20. Charges quoted against all compute, Storage & Network must include BCP Planning.
 21. The configuration (vCPUs, RAM, Storage, etc) & quantities defined above are indicative only and MPPKVCL, Indore may use any of the available configuration as per its requirements limited to MPPKVCL, Indore approved cost.
 22. The Bidder needs to account for all Out of Pocket expenses due to Traveling, Boarding, Lodging and other related items.
 23. All items to be quoted considering entire landscape (Enterprise wide) requirements.
 24. Bidder should not leave any field blank of Schedule-A & Schedule-B. If any field is left blank or put Zero (0) against it, then it is assumed that for the services offered against that component is free of cost and no financial implications applies to it.
 25. Any tools/software used during the project and support to comply the scope of this tender accommodated in above line items and the cost of the same must be solely incurred by the bidder.
 26. The cost based on the usage per item per month shall remain uniform for the entire duration of the contract and quoted rate shall also remain uniform when scaling up and scaling down of the requirements.
 27. Line items mentioned in price schedule are mentioned for rate contract purpose which is valid till contract duration. Quantities mentioned in price schedule are indicative and mentioned only for evaluation purpose. Payment will be made against actual quantity utilised by MPPKVCL, Indore against respective work order.
 28. Estimated quantity of servers is 22 with all facilities mentioned in the scope, required to be procured during contract. The MPPKVCL may place work order to deploy these servers through single order or may place multiple orders as and when required during contract period. Rent and support period of ordered quantity will start from date of commissioning.
 29. Servers required may be of single/multiple VM
 30. Work Order for servers with specified VM(s) and/or associated other Line items will be placed by SE-IT, O/o MD-WZ. Please note that Cost of Other services like security/network components or/and any other services required as per scope not mentioned in Line items of price schedule will be considered bundled in Server/VM Costs and no extra cost will be borne by the purchaser.
- Estimated Quantity as mentioned above may be varied in line with quantity variation clause of this tender.

Annexure X

Bank Detail for EMD and Tender Fee



**Mahalaxmi Branch
Mahalaxmi Chambers
22, Bhulabhai Desai Road
MUMBAI: 400 026**

Tel. No. No.23512895 / 23517234 Fax No.23516948

LT No:MAH/RCIL/ 2010

Date: 21/10/2010

To,
The Sr. Manager (Finance)
Railtel Corporation Of India Limited
Mahalaxmi,Mumbai

Dear Sir,

Sub-: Bank Details For your collection account.

**We are in receipt of your letter no. RCIL/WR/Fin/Bank Matters dated 20.10.2010
Requesting bank details for your collection account no. 317801010036605. Details are below-:**

Account No.- 317801010036605

A/c Name- Railtel WR collection A/c

Bank Name- UNION BANK OF INDIA

Branch name- Mahalaxmi, branch

**Branch address- 22, bhulabhai desai Road, Mahalaxmi chambers,
Mahalaxmi, Mumbai-400026**

IFSC Code- UBIN0531782

Swift Code- UBININBBLOP

Thanking You

Your's faithfully

Pushpa Tiwari
Pushpa Tiwari
Manager

