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

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

for

"Request for Proposal Deployment & Integration of SDWAN Solution within MPSWAN."

EOI No: RailTel/WR/BPL/MPSWAN/EOI/2024-25/12 dated 27th Aug. 2024

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

EOI NOTICE

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

EOI No: RailTel/WR/BPL/MPSWAN/EOI/2024-25/12 dated 20th Aug. 2024

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs from RailTel's Empaneled Partners or OEMs or OEM's authorized partner/distributor for the selection of suitable partner for participation for **"Request for Proposal Deployment & Integration of SDWAN Solution within MPSWAN"**

The details are as under:

1	Last date for submission of Bid response Packet against EOIs by bidders	30th August 2024 at 16:00 Hours
2	Opening of Bid response packet of EOIs	30th August 2024 at 16:30 Hours
3	Number of copies to be submitted for scope of work	One
4	EMD Amount	Rs. 43,00,000/- (Rupees Forty-Three Lakhs Only)
5	Tender Fees & Processing Fees	Rs. 1,295/- (Rupees One Thousand Two Hundred Ninety Five Only)

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

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

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

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

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

Note:

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

1. Introduction about RailTel

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

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

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

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

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

Core Services	Value Added Services	Emerging Services
• MPLS VPN	• Tele-Presence as a Services (HD Video Conferencing)	• Station Wi-Fi
• Internet Leased Line	• RailWire (Broadband Services)	• Content on Demand (COD)
• Transport Services	• Data Centre Services	• Video Surveillance Services
• Dark Fibre	• Turnkey Solutions in ICT	• Railway Display Network (RDN)
• Tower Colocation	• Digital Service (Aadhaar based solution, Railwire Saathi, Online Tendering, WiFi as a Service, Predictive maintenance etc)	• High Speed Mobile Corridor

a) Carrier Services

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

b) Enterprise Services

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

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

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

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

e) Retail Services – RailWire

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

2. Project Background and Objective of EOI

RailTel intends to participate in the work for "Request for Proposal Deployment & Integration of SDWAN Solution within MPSWAN"

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

3. Scope of Work

The scope of work is to "Request for Proposal Deployment & Integration of SDWAN Solution within MPSWAN" as per there requirement.

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

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

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

4. Response to EOI guidelines

4.1 Language of Proposals

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

4.2 RailTel's Right to Accept/Reject responses

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

4.3 EOI response Document

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

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

4.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for 180 days from the date of submission.

4.5 Bidding Process

The bidding process as defined in para 9.

4.6 Bid Earnest Money (EMD)

4.6.1 The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer.

4.6.2 Offers not accompanied with valid EOI Earnest Money Deposit shall be summarily rejected.

4.6.3 In case of Business Associate's offer is selected for bidding, a BA has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid as and if applicable) for the bid to RailTel. The selected Business Associate shall have to submit a Bank Guarantee against EMD in proportion to the quoted value/scope of work to RailTel before submission of bid to end customer, as and if applicable.

4.6.4 EMD can be received in the form of bank Guarantee/Online Bank Transfer/ Fixed Deposit. Bank guarantee has to be confirmed with the Structural Financial Messaging System (SFMS) confirmation from the issuing Bank in favor of RailTel. In case of Fixed Deposit, lien in favor of RailTel is to be ensured. However, EMD amount equal or less than Rs. 5 Lakhs shall be sought

only in Online Bank transfer.

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

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

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

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

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

4.7   Security Deposit / Performance Bank Guarantee (PBG)

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

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

4.8   Last date & time for Submission of EOI response

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

4.9   Modification and/or Withdrawal of EOI response

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

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

4.10   Clarification of EOI Response

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Business Associate for clarification. The response should be in writing and no change in the

price or substance of the EOI response shall be sought, offered or permitted.

4.11 Period of Association/Validity of Agreement

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

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

S.No.	Particulars	Criteria for Tender Package (Mandatory Compliance & Document Submission)
A)	**Financial Conditions**	
1	The Bidder shall be a legally registered entity in India and shall have been in operation for at least five years.	Certificates of Incorporation or Registration Certificates.
2	Should have a valid PAN & GST registration	PAN & GST Registration Copy
3	Bidders should have an average annual Turnover of more than INR 90Crore from IT/ICT related services, for the last three financial year's i.e. 2021 - 22, 2022 - 23 and 2023 - 24. [IT/ICT related services comprise - Data Centre/ IT Infrastructure/IT systems/IT System integration / IT enabled services (ITES) / IT services / ICT/ system integration services / Communication infrastructure / command & control centre implementation / Network Operating Centre (NOC)].	CA Certificate along with UDIN clearly defining the related turnover along with Audited Financial Statements (Balance sheet & Profit & Loss statement)
4	The Bidder should have experience of executing SDWAN/ SWAN project(s) in India during the last three (3) financial years as of the last date of bid submission covering configuration, operation and maintenance of the value specified herein: a. One project of value 20 Crores or more; OR b. Two projects having a cumulative value of Rs 25 Crores or more; OR c. Three projects with a cumulative value of 28 Crores or more; Note: Only supply orders shall not be considered. The Bidder should have provided installation, implementation, and operation & maintenance services for such projects. Also given order should have minimum 200 locations in each.	**Documents required in case of Completed project:** Copy of work order/ Agreement and Completion certificate from Client, on client's letterhead. The document submitted should clearly mention the value and nature of work done. If the total value of the work executed is not mentioned on Work order/Agreement or Work completion certificate, then a CA certificate on letterhead along with UDIN shall be furnished clearly certifying the amount received under that project. **Documents required in case of Ongoing project:** Copy of work order/Agreement and Letter of satisfaction from client on client's letterhead. The document submitted should clearly mention the value and nature of work done including SDWAN solution. If the total value of the work executed is not mentioned on Work order/Agreement or Client certificate, then a CA certificate on letterhead along with UDIN shall be furnished clearly certifying the amount received under those projects.
5	Bidder should not have been blacklisted by any State or Central Government as on the bid submission date.	Affidavit (Annexure-3)

6	The bidder should be authorized by original equipment manufacturing (OEM) companies for the equipment and provide warranty on behalf of respective original equipment manufacturers should confirm that the products meet the technical & functional requirements & Products quoted are of latest version / specification and not the end of sale and/or end of support and/or end of life. OEM should undertake that the support including spares, updates, patches, security patches, fixes, bug fixes, for the quoted products should be available for minimum 5 years.	The bidder should submit the MAF (Manufacturer authorization Form) certified by the OEM for both active and passive components. The Bidder should provide the proof of the Warranty Support with the OEM.
7	SDWAN OEM should have supplied equipment for at least two multi-location projects of Similar/related work in Central Govt./State Govt./PSU organization in India with minimum 4000 locations (each project) during last 5 years from date of submission	Copy of purchase order and Customer Acceptance/completion Certificate to be submitted
8	Supplier need to comply to Public Procurement (Preference to Make in India) Order 2017 DoT letter No. 1609/2018-IP-Part(3) dated 08.06.2021. Any bid with less than 20% local content shall be liable to be rejected. And preferences will be given to Class I and II as per norms.	Bidder and OEM must submit certificate from Statutory Auditor / Cost Auditor / practicing Chartered Accountant as mentioned in MII Order indicating percentage of local content in overall solution.
9	The quoted product must be MTCTE certified.	MTCTE certification

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

6. Bidder's Profile

The bidder shall provide the information in the below table:

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

7. Evaluation Criteria

7.1 The Business Associates are first evaluated on the basis of the Pre-Qualification Criteria as per clause 5 above.

7.2 The Business Associate who meets all the Pre-qualification criteria, their price bid will be evaluated. The Lowest (L1) price bidder will be selected and entered into agreement with for delivery of the work on back-to-back basis for the agreed scope of work.

7.3 RailTel reserves the right to further re-negotiate the prices with eligible L1 bidder. Selected bidder must ensure the best commercial offer to RailTel to offer the most winnable cost to customer.

7.4 RailTel also reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI. RailTel also reserves the right to negotiate the price with the selected bidder.

7.5 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

8. Payment terms

8.1 RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.

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

9. SLA

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

10. Other Terms and Conditions

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

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

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

EoI Reference No: Date :

To,

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

Dear Sir,
SUB: Participation in the EoI process

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

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

We hereby declare that all the information and supporting documents furnished as a part of our
response to the said Invitation for EoI 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 EoI is liable
to be rejected.

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

Authorized Signatory

Name

Designation

EoI Reference No: Date:

To,

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

Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliances

1) Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.

2) We agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected BA after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected BA fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected BA.

3) We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.

4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.

5) We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.

6) We understand and agree that RailTel is intending to select a BA who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.

7) We hereby agree to submit that in case of being selected by RailTel as BA for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.

8) We hereby undertake to sign Pre-Bid Agreement and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.

Authorized Signatory Name & Designation

Annexure 3: Undertaking for not Being Blacklisted/Debarred

<On Company Letter Head>

To,

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

Subject: Undertaking for not Being Blacklisted/Debarred

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

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

Annexure 4: Format of Affidavit

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS
(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-.
The paper has to be in the name of the BA) **

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

M/s_____(hereinafter called the BA) for the purpose of the EOI
documents for the work of _____ as per the EOI No.
_____of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the
behalf of the BA including its constituents as under:

1. I/we the BA (s), am/are signing this document after carefully reading the contents.

2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.

3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.

4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.

6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.

7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA)**_____and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.

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

<div align="right">

DEPONENT SEAL AND SIGNATURE
OF THE BA

</div>

VERIFICATION

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

<div align="right">

DEPONENT SEAL AND SIGNATURE
OF THE BA

</div>

Place:
Dated:

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

NON-DISCLOSURE AGREEMENT

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

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

And

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

RailTel and _____shall be individually referred to as "Party" and jointly as "Parties"

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

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

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

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

Permitted Use.

Receiving Party shall:

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

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

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

Designation.
Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:
written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.
Cooperation. Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.
Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby. Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.
No Obligation. Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.
Return or Destruction of Information.
All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:
termination of this Agreement; expiration of this Agreement; or
Receiving Party's determination that it no longer has a need for such Information.
Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.
Injunctive Relief: Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement
Notice.
Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:
by personal delivery, when delivered personally; by overnight courier, upon written verification of receipt; or by certified or registered mail with return receipt requested, upon verification of receipt.
Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:

Attn: _____
Address:_____
Phone:
Email.:

Attn: _____
Address: _____
Phone:
Email:

Term, Termination and Survivability.

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

Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.
Notwithstanding the foregoing clause 9(a) and 9 (b), Receiving Party agrees that its obligations, shall:
In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
not apply to any materials or information disclosed to it thereafter.
Governing Law and Jurisdiction. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.
Counterparts. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement
No Definitive Transaction. The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "***Final Agreement***"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.
Settlement of Disputes:
The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.
In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.
The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

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

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

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

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

NO LICENSE
Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant
the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

RELATIONSHIP BETWEEN PARTIES:

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

20: **UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)**

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

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

_____ :   RailTel Corporation of India Limited:

By_____   By_____

Name: Name:
Title: Title:

Witnesses

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

Madhya Pradesh State Electronics Development Corporation Ltd. (MPSEDC)

(A Govt. of M.P. Undertaking)

Request for Proposal

Deployment & Integration of SDWAN Solution within MPSWAN

Tender No: MPSEDC/MKT/SWAN/2024/SDWAN/571

M.P. State Electronics Development Corporation Limited (MPSEDC) 47-A, Arera Hills, State IT Centre, Bhopal, Madhya Pradesh

Tel: 0755-2518602, 2518300, 2518500

www.mpsedc.mp.gov.in

Disclaimer

The information contained in this Tender document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of Madhya Pradesh State Electronics Development Corporation Ltd. (MPSEDC Ltd.) or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP.

This Tender document is not a Contract and is neither an offer nor an invitation by MPSEDC Ltd. to the prospective Bidders or any other person. The purpose of this Tender document is to provide interested parties with information that may be useful to them in the formulation of their Proposals in pursuant to this Tender document. This Tender document includes statements, which reflect various assumptions and assessments arrived at by MPSEDC Ltd. in relation to the project. Such assumptions, assessments, and statements do not purport to contain all the information that each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for MPSEDC Ltd., its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender document. The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct his own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender document and obtain independent advice from appropriate sources.

Information provided in this Tender document to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MPSEDC Ltd. accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. MPSEDC Ltd., its employees and advisers make no representation or warrants and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in the selection process.

MPSEDC Ltd. also accepts no liability of any nature whether resulting from negligence or otherwise caused arising from reliance of any Applicant upon the statements contained in this Tender document.

MPSEDC Ltd. may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender document. The issue of this Tender document does not imply that MPSEDC Ltd. is bound to select a Bidder or to appoint the selected bidder, as the case may be, for this project and MPSEDC Ltd. reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MPSEDC Ltd. or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses shall remain with the Bidder and MPSEDC Ltd. shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or in submission of the Proposal, regardless of the conduct or outcome of the selection process.

NOTICE INVITING TENDER

MPSEDC invites Proposal from the bidders for **Deployment & Integration of SDWAN Solution within MPSWAN**.

Interested Bidders, who qualify as per the criteria mentioned in the document, may submit their proposals through e-tenderingportal latest by **04.09.2024** till **03:00 PM.** on e-Procurement portal (www.mptenders.gov.in)**.** Bidders required to submit the document fee of **Rs. 1,000/-** (Rupees One Thousand only) for RFP document, e-Procurement Processing fees and EMD amount through online payment at e-Procurement portal.

The detailed RFP document can be downloaded from the website.

www.mptenders.gov.in

(Chief General Manager)

MPSEDC

Table of Contents

SECTION-I: TENDER NOTICE

1. Tender Notice

Madhya Pradesh State Electronics Development Corporation ("MPSEDC" or "The purchaser") invites proposals from eligible Bidders for "**Deployment & Integration of SDWAN solution in MPSWAN**"

. More details on the required Services are provided in the RFP under Section-IV: Schedule of Requirements.

#	Tender No.	Name of the Work/ Services	Tender Fees (In INR)	Earnest Money Deposit (EMD) (In INR)	Last date & time of submission of Bid
1	**MPSEDC/MKT/SWAN/2024/SDWAN/571**	**Deployment & Integration of SDWAN solution in MPSWAN**	Rs. 1000/- + Processing Fees (non-refundable) to be paid online through MP e-Tendering Portal.	INR 43 Lakh (Please note that no exemption of EMD is allowed)	04.09.2024 till 3:00 PM

1. Tender documents are available to download online on https://mptenders.gov.in.

2. Bidders will be required to register on the website prior to the submission of their bids. Bidder would be responsible for ensuring that any addenda/corrigenda available on the website is also downloaded and incorporated.

Sr. No.	Activity	Date & Time
1	Date of commencement of sale of Tender document	14.08.2024
2	Last date and time for receipt of Bids	04.09.2024 till 3:00 PM
3	Time and date of opening of Technical Bid	05.09.2024 at 3:00 PM
4	Time and date of opening of Financial Bid	Will be informed later

3. For submission of the bids, the Bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC. A non-refundable tender purchase fee of Rs. 1000/- + Processing charges is required to be paid online at the time of submission of bid (receipt is to be submitted along with other documents) on or before the date and time for receipt of bids.

4. Bids shall remain valid for period of 180 days from the last date of receipt of bids. The validity of the Bids may be extended for a further period through sending a written request by MPSEDC to all the Bidders.

5. EMD of the amount INR 43, 00,000/- (Rupees Forty-Three Lakh only) to be paid online through www.mptenders.gov.in portal and scanned copy of acknowledgement receipt must be submitted as per the procedure specified in the Tender document; failure to which a bid shall be rejected.

6. Bids must be submitted online on https://mptenders.gov.in on or before the date and time for receipt of bids. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids. The Technical Bid shall be opened online on the specified time and

7. Selection of bidders is based on Least Cost Method (L1).

8. Other details can be seen in the Tender document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the Bidders of any bid updates, the Purchaser shall not be liable for any information not received by the Bidder. It is the Bidder's responsibility to verify the website for the latest information related to this bid.

9. For any queries on this Tender, please contact: marketing@mpsedc.com.

Yours sincerely,

Chief General Manager

M. P. State Electronics Development
Corporation Limited (MPSEDC),
47-A, Arera Hills, State IT Centre, Bhopal,
Madhya Pradesh – 462011

SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)

A. General Provisions

1. Definitions:

The following words and expressions shall have the meanings hereby assigned to them:

1.1 "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Bidder.

1.2 "Agreement" means the Agreement to be signed between the successful Bidder and MPSEDC including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.

1.3 "Applicable Rules and/or Guidelines" means the policies of the Government of India and/or Government of MP governing the selection and Contract award process and works as are set forth in this RFP.

1.4 "Applicable Law" means the laws and any other instruments having the force of law in the country of the Purchaser, as may be specified in the Data Sheet, as they may be issued and in force from time to time.

1.5 "Bidder/SP or Service Provider" means any company offering the solution(s), service(s) and /or materials required in the RFP. The word BidderBidder/SP or Service Provider when used in the pre award period shall be synonymous with Bidder, and when used post award of the Contract shall mean the successful Bidder's with whom MPSEDC signs the Contract. "Firm" is used synonymously with "Bidder".

1.6 "Bid Evaluation Committee" means a committee form by MPSEDC to manage the entire bid process management from RFP publish to selection of successful bidder.

1.7   "Contract" means the Contract Agreement entered into between the Purchaser and the successful bidder, signed by both the Parties, together with all the Contract documents including all attachments and appendices thereto and all documents incorporated by reference therein. "Contract" is used synonymously with "Agreement".

1.8 "Contract Price" or "Contract Value" means any sum or sums finally accepted by the Purchaser for the execution of this contract, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

1.9 "Data Sheet" means an integral part of the Instructions to Bidders (ITB) given under Section-II that is used to reflect assignment conditions to supplement the provisions of the ITB and shall prevail in case of contradiction if any.

1.10 "Day" or "Days" means a calendar day or days of 24 hours each.

1.11 "Goods & Services Tax (GST)" means taxes levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, and various State/ Union Territory 'Goods and Services Tax' laws, if any under the law in force.

1.12 "Government" or "GoMP" means the Government of Madhya Pradesh.

1.13 "LOI" means Letter of Intent that shall constitute the intention of MPSEDC to issue the Work Order to the successful bidder /SP.

1.14 "Infrastructure" or "infra" is used synonymously with IT and Non-IT Components.

1.15 "MPSEDC" or "The Purchaser" means Madhya Pradesh State Electronics Development Corporation, which is the Bid Inviting Authority for this Tender.

1.16 "OEM" means the Original Equipment Manufacturer of any equipment/system / software/product, which is being provided to the Purchaser under the scope of this Contract.

1.17 "Project" means everything as may be constituted including works, services, research, documents, drawings, etc. starting from a Bidder's participation in the Tendering process to the end of the Contract.

1.18 "Proposal" means the Technical Proposal and Financial Proposal submitted in response to this Tender by a Bidder. "Bid" is used synonymously with "Proposal".

1.19 "RFP/Tender Document" means this document, setting out a description and specification of works and statement of the technical and other standards to which works are to be performed including any modifications thereto. This includes the technical & commercial specifications and other documents forming a part of the Contract.

1.20 "Services" or "Works" means the consolidated work to be performed and comprehensive services to be provided by the successful bidder's pursuant to the Contract.

1.21 "Schedule of Requirements" (the Section-IV of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of MPSEDC and the successful bidder's, and expected services, works, results and deliverables in pursuant to the Contract.

1.22 "SWAN" means MP State Wide Area Network and "SHQ" means State Head Quarter at SDC.

1.23 "POP" means Point of Presence of MPSWAN

1.24 "CHQ" means Commissioner Head Quarter

1.25 "DHQ" means District Head Quarters

1.26 "BHQ" means Block Head Quarter

1.27 "SDC" means MP State Data Center situated on the first floor of State IT Centre building, Arera Hills, Bhopal. "DC" is used synonymously with "SDC".

1.28 "Sovereign Government" means Government of any Nation or State who have power over themselves; and as implied that, Government is under their own control.

1.29 "Sub-contracted Purchase Order" means Agreement, purchase order, or any such legal instrument issued under a prime Contract (by the Bidder/SP to a third party,

the subcontractor).

1.30 Successful bidder or "Successful bidder" means service provider which is the party selected to carry out the works as may be intended by the Purchaser as a result of this tendering process.

1.31 "Successful Bidder's Team" or "Bidder's Team" means the resources either deployed or engaged in the Project by the successful Bidder either onsite or at remote to provide the Services to the Purchaser either individually or collaboratively as per the scope of this RFP. This shall also include any or all the employees of Bidder, authorized service providers/ partners and representatives or other personnel employed or engaged directly or indirectly by Bidder for the purposes of this Contract.

1.32 "Total Contract Value" means cumulative value of multiple purchase orders issued to the successful Bidder for the execution of works as per the terms and conditions of this Tender, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

1.33 "Week" shall mean a continuous period of seven (7) days.

1.34 Words implying persons or the gender-neutral pronoun 'it', shall include firms, companies, corporations, associations or bodies of individuals whether incorporated or not. Words implying masculine gender or singular number shall also include the feminine gender and plural number and vice-versa where the context so requires or permits.

1.35 "PBH" and "NPBH" mean Prime Business Hours (08:00 AM to 08:00 PM) and Non-Prime Business Hours (08:00 PM to 08:00 AM).

2. Scope of Bid:

2.1 "The Purchaser" indicated in the Data Sheet intends to engage Bidder in accordance with the method of selection specified in the Data Sheet for the supply of Goods and Related Services incidental there to as specified in Section-IV: Schedule of Requirements.

2.2 The Firms should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference as specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Bidders' expense.

2.3 The Purchaser shall timely provide, if found necessary, the inputs, relevant project data, and reports required for the preparation of the Bidder's Proposal on the request of the Bidders.

3. Conflict of Interest:

3.1 The Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to in a conflict of interest with one or more parties in the bidding process if including but not limited to:

   a. They have controlling shareholders in common; or

b. They receive or have received any direct or indirect subsidy from any of them; or

c. They have the same legal representative for purposes of this bid; or

d. Directly or indirectly controls, is controlled by, or is under common control with another bidder; or

e. Has a relationship with another bidder, directly or through common third parties, that puts it in a position to influence the bid of another bidder, or influence the decisions of the purchaser regarding this bidding process; or

f. Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or

g. Any of its affiliates has been hired (or is proposed to be hired) by the purchaser for the contract implementation; or

h. Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project that it provided or were provided by any of its affiliates that directly or indirectly controls, is controlled by, or is under common control with that firm; or

i. Has a close business or family relationship with a professional staff of the purchaser who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the purchaser throughout the procurement process and execution of the contract.

4. Unfair Competitive Advantage

4.1   Fairness and transparency in the selection process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. Bidders are requested to contact the Purchaser at the address as specified under Data Sheet for any kind of clarification related to this RFP.

5. Corrupt and Fraudulent Practices:

5.1   The Purchaser requires that the Bidders including sub-contractors (if any) to observe the highest standard of ethics during the procurement and execution of the Contract. In pursuit of this policy, the following are defined:

a. Corrupt practice means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of public official in the procurement process or in Contract execution;

b. Fraudulent practice means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a Contract;

c. Collusive practice means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels; and

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a Contract.

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

f. The Bidder shall be required to maintain compliance with the Government of MP (GoMP) and MPSEDC Policy regarding corrupt and fraudulent practices.

g. In further pursuance of this policy, Bidder shall permit the Purchaser to inspect documents relating to the submission of the Proposal and Contract performance (in case of an award), and to have them audited by auditors appointed by the Purchaser if the same shall be planned by the Purchaser in future.

B.   Preparation of Proposals

1. General Consideration:
1.1   In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

2. Local Condition
2.1   It shall be deemed that by submitting the Bid, the Bidder has:

a) made a complete and careful examination of the RFP;

b) Agreed to be bound by the undertaking provided by it under and in terms hereof;

c) satisfied itself about all matters, things, and information including matters referred to herein above necessary and required for submitting an informed Bid, execution of the Project in accordance with the RFP, and performance of all its obligations there under; and

d) acknowledged and agreed that inadequacy, lack of completeness, or incorrectness of information provided in the RFP or ignorance of any of the matters referred to herein above shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits, etc. from the Purchaser or a ground for termination of the Contract by the Firm.

2.2   It will be imperative on the Firm to fully acquaint itself with the local conditions which would have any effect on the performance of the Contract and / or the cost.

2.3   The Bidder is expected to obtain for itself, on his own responsibility, all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at the Bidder's own cost.

2.4   It will be imperative for each Firm to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the Contract as described in the RFP.

2.5   It is the responsibility of the Firm that such factors have properly been investigated

and considered while submitting the Bid and that no claim whatsoever including those for financial adjustment to the Contract awarded under the RFP will be entertained by the Purchaser and that neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Purchaser on account of failure of the Firm to appraise themselves of local laws and conditions.

2.6 Purchaser shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender document or the Bidding Process.

3. Cost of Preparation of Proposal

3.1 The Bidder shall bear all costs associated with the preparation and submission of its Proposal and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. Purchaser is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Award of Contract, without thereby incurring any liability to the Bidder.

4. Language

4.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Purchaser shall be written in the language(s) specified in the Data Sheet.

5. Documents Comprising the Proposal

5.1 Depending on the nature of the assignment, the Bidder is required to submit a proposal as indicated in the Data Sheet and using the standard Forms provided in Section VI: Bidding Forms of this RFP.

5.2 If specified in the Data Sheet, the Bidder shall include a statement of an undertaking of the Bidder to observe, in competing for and executing a Contract, the GoMP laws against fraud and corruption (including bribery).

5.3 The Bidder shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution.

5.4 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

6. Only One Proposal

6.1 The Bidder shall submit only one Proposal. If a Bidder submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.

7. Proposal Validity

7.1 The Data Sheet indicates the period during which the Bidder's Proposal must remain valid after the Proposal submission deadline.

7.2 During this period, the Bidder shall maintain its original Proposal without any change, including the proposed rates and the total price.

8. Sub-Contracting

8.1 The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

9. Clarification and Amendment of RFP

9.1 The Bidder may request a clarification of any part of the RFP during the period in

accordance with the procedure indicated in the Data Sheet. The Purchaser may respond to the queries by uploading the response on the portal for information of all Bidders. The Purchaser reserves the right of either responding or not responding to all or any of the queries.

9.2 The Purchaser shall hold a Pre-Bid meeting with the prospective Bidders as per the timelines and procedure mentioned in the Data Sheet.

9.3 In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the Purchaser may, at its discretion, extend the last date for the submission of the Bid.

9.4 Should the Purchaser deem it necessary as a result of a clarification, it shall at any time before the proposal submission deadline, may amend the RFP by issuing amendments/corrigendum on the e-procurement portal. All such amendments/corrigendum published shall become part of this RFP & shall be binding on all Bidders.

9.5 If the amendment is substantial, the Purchaser may extend the proposal submission deadline to give the Bidders reasonable time to take an amendment into account in their Proposals.

9.6 The Bidder may submit a modified Proposal or a modification to any part of it online at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

10. Currency of Proposal

10.1 The Bidder may express the price for its Services in the currency as stated in the Data Sheet.

11. Currency of Payment

11.1 Payment under the Contract shall be made in the currency as stated in the Data Sheet.

C. Submission, Opening and Evaluation of Proposals

1. Submission of Proposals

1.1 The Bidder shall submit a digitally signed, encrypted and complete Proposal comprising the documents and forms as specified under Section-VI: Bidding Forms. The submission should be done only electronically through the e-tendering portal as indicated in the Data Sheet. Proposals submitted by any other means will be rejected.

1.2 An authorized representative of the Bidder shall digitally sign the bidding documents in the required format for both the Technical Proposal and, if applicable, the Financial Proposal. The authorization shall be in the form of a written Power of attorney scanned and uploaded together with the Technical Proposal.

1.3 Bidders should be aware that the electronic procurement system does not allow for any interlineations, erasures, or overwriting. Any modifications or revisions to the Proposal shall be done in accordance with the eProcurement system.

1.4 The Proposal or its modifications must be uploaded on the portal no later than the deadline indicated in the Data Sheet, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline.

1.5 Once the Proposal is uploaded on the portal, the system will generate a unique

identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Proposal submission.

2. Confidentiality

2.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Purchaser on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

2.2 Any attempt by Bidders or anyone on behalf of the Bidder to influence improperly the Purchaser in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing laws of GoMP.

2.3 Notwithstanding the above provisions, from the time of the Proposals opening to the time of Contract award publication, if a Bidder wishes to contact the Purchaser on any matter related to the selection process, it should do so only in writing. The contact details are as specified in the Data Sheet.

3. Online Opening of Technical Proposals

3.1 The Purchaser may constitute a Bid Evaluation Committee for the purpose of evaluation of the bids received.

3.2 Bid Evaluation Committee shall conduct the opening of the Technical Proposals online on the date and time indicated in the Data Sheet. The folder with the Financial Proposal shall remain unopened, encrypted and shall be securely stored on the portal.

3.3 At the opening of the Technical Proposals, the following shall be read out and recorded online simultaneously: (i) the name of the Bidder and (ii) any other information deemed appropriate or as indicated in the Data Sheet.

4. Proposal Evaluation

4.1 The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

4.2 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Purchaser shall conduct the evaluation solely based on the submitted Technical and Financial Proposals.

4.3 Bidders must bid for 100% of the value of the work as under the Tender document. Failure to do so shall be considered as incomplete bid response and the proposal shall be rejected.

(i) Technical Proposal Evaluation

4.4 Bid Evaluation Committee shall first validate whether EMD has been paid by the Bidders and, after that evaluate the Technical Proposals on the basis of their responsiveness to the Scope of Work and the RFP, applying the evaluation criteria, specified under Section III : Evaluation and Qualification Criteria. A Proposal shall be rejected at this stage at the Purchaser's discretion if it does not respond to important aspects of the RFP.

4.5 Bidder may be asked for any clarification regarding Technical Proposal in writing which has to be responded by Bidder in timely manner.

4.6 If the Bidder does not provide clarifications of its bid by the date and time set in the Purchasers' request for clarification, the bids may be evaluated basis the information available with the Purchaser.

4.7 Bidders meeting the minimum technical criteria may be asked to give demonstration of the envisaged solution to the Purchaser.

4.8 Bidders may be required to present the proposed solution before the Evaluation Committee. Date for presentation shall be communicated to all the Bidders through email if required.

4.9 The decision of the Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation.

(ii) Financial Proposal Evaluation

4.10 After the technical evaluation is completed, the Purchaser shall notify those Bidders whose Proposals were considered non-responsive to the RFP by sending a notification through the means indicated in the Data Sheet. The notification shall also include information relating to the Bidder's qualification/dis-qualification status based on technical criterion.

4.11 Financial Proposals of those Bidders whose Technical Proposals did not meet the minimum technical criteria shall not be opened. In such case, a notification to that effect will be sent to the Bidder. The Purchaser shall simultaneously notify those Bidders who are qualifying the minimum technical criteria and inform them of the date, time and, if indicated in the Data Sheet, location for online opening of the Financial Proposals. The Bidder's attendance at the opening of the Financial Proposals (online, or in person, if such option is indicated in the Data Sheet) is optional and is at the Bidder's choice. If the Data Sheet provides an option of attending in person, the opening date should allow the Bidders sufficient time to make arrangements for attending the opening.

4.12 The Financial Proposals shall be opened online by the Evaluation Committee. At the opening, the names of the Bidders those are qualifying the minimum technical criteria shall be read aloud first and recorded online simultaneously. The Financial Proposals shall then be opened, the total prices read aloud and recorded online simultaneously. The records of the opening shall remain on the portal for the information of the Bidders who submitted Proposals and the Purchaser unless the Data Sheet provides for other means of sending notifications and the results of the financial opening.

4.13 The bid award criterion is as specified in the Data Sheet.

5. Correction of Errors

5.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

5.2 The Bidder is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price specified in the Financial Proposal shall be considered as the offered price.

5.3 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price

shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

5.4 If there is an error in a Total or Grand Total corresponding to the addition or subtraction of subtotals and the total mentioned, the subtotals shall prevail, and the Total or Grand total shall be corrected.

5.5 If a Bidder does not accept the correction of errors, its bid will be rejected, and its bid security may be forfeited.

D. Issue of Letter of Intent, Contract Signing and Issue of Work Order

1. Award

1.1 The Purchaser may award the Contract to the successful bidders whose bids havebeen adjudged successful after technical and financial evaluation.

1.2 The Purchaser shall issue a Letter of Intent (LoI) to the successful bidder.

2. Contract Signing

2.1 Within fifteen (15) days from date of issue of letter of intent, the successful Bidder shall furnish requisite Contract performance guarantee as indicated in the Data Sheet and 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 Bidder.

3. Work Order

3.1 After signing of the Contract Agreement with MPSEDC, work order shall be issued by the MPSEDC/Agency authorized by MPSEDC on behalf of MPSEDC subjecting to the provisions under Section-IV: Schedule of Requirements of this RFP.

3.2 The roles and responsibilities of the MPSEDC/Agency authorized by MPSEDC at all Districts shall comprise of the following:

1. MPSEDC/Agency authorized by MPSEDC, will be acting as Procurement Entity for their District. Offers have been invited centrally only to get reasonable and competitive rates for the subject matter of the bid.

2. After executing the agreement,MPSEDC and all the authorized agencies by MPSEDCof the Madhya Pradesh State have been delegated powers to perform all (post-agreement) activities and duties as they are Procuring Entity, such as order placing/processing on time, foresee requirement leading to placing order and responsible for the smooth flow of goods, from order and storage to distribution, tracking order, management, monitoring, taking action, ensures orders adhere to agreement, payment approvals, auditing, testing/checking, grievance redressal, approve the ordering goods, finalize purchase details of orders and deliveries, supervising compliance with rules and procedures, etc. (but not limited to these only).

3. For this bid, after executing of the Agreement, MPSEDC and all the authorized agencies by MPSEDC of the Madhya Pradesh State shall be discharging post agreement jobs/activities.

4. MPSEDC/Agencies authorized by MPSEDC will be responsible for giving the acceptance of payments and based on the acceptance provided MPSEDC will release the payments to the successful bidders.

5. Reports for SLA calculation will be generated through NMS installed in MPSWAN.

6. Site based payment shall be released by MPSEDC on quarterly basis at the end of each quarter after recovery of penalties as per SLA defined in this tender document.Penalty as per TPA SLA calculations shall be applicable.

E. Data Sheet

1	The Purchaser is: Chief General Manager M. P. State Electronics Development Corporation Limited (MPSEDC), 47-A, Arera Hills, State IT Centre, Bhopal, Madhya Pradesh – 462011
2	The name of the assignment is **Deployment & Integration of SDWAN solution in MPSWAN**.
3	Method of Selection: Least Cost Method (L1)
4	Consortium/Joint Venture is not permitted
5	Financial Proposal to be submitted together with Technical Proposal: Yes in two separate online envelopes.

<table>
<tr><td rowspan="9">6</td><td colspan="3">Important Dates:</td></tr>
<tr><td>S#</td><td>Activity</td><td>Date/Time</td></tr>
<tr><td>i.</td><td>Start date for Purchase of RFP</td><td>14.08.2024</td></tr>
<tr><td>ii.</td><td>Start date of submission of Proposal.</td><td>22.08.2024 from 3:00 pm</td></tr>
<tr><td>iii.</td><td>Last date of submission of Proposal</td><td>04.09.2024 till 3:00 pm</td></tr>
<tr><td>iv.</td><td>Date of opening of Technical Bid</td><td>05.09.2024 at 3:00 pm</td></tr>
<tr><td>v.</td><td>Date of opening of Financial Bid</td><td>To be informed later</td></tr>
<tr><td>vi.</td><td>Submission of Pre-bid queries</td><td>Pre-bid queries are to be shared at <u>marketing@mpsedc.com</u> till 21.08.2024 12:00PM. No queries shared later than this shall be entertained.</td></tr>
<tr><td>vi.</td><td>Pre-bid Meeting</td><td>21.08.2024 at 3:00 pm in State IT Centre Bhopal.</td></tr>
</table>

7	Pre-Bid Meeting: 21.08.2024 at 3:00 pm, State IT Centre Bhopal
8	Contact Details: M. P. State Electronics Development Corporation Limited (MPSEDC), 47-A, Arera Hills, State IT Centre, Bhopal, Madhya Pradesh – 462011
9	Contact Person: Chief General Manager, MPSEDC
10	Project Sites: State of Madhya Pradesh
11	a) Proposals shall be submitted in English language. b) All correspondence exchange shall be in English language.
12	Documents comprising Technical Proposal: a) Checklist for Technical Proposal b) Technical Proposal Cover Letter c) Particulars of the Bidder with supporting documents

	d) Relevant Project Experience e) Authorization by OEM to Provide Services f) Power of Attorney for Authorized Signatory g) Self-Declaration by Bidder for Not Being Blacklisted h) Statement of No Deviation i) Compliance with Technical Specifications on OEM's letterhead along with make & model and cross-referencing to Datasheets / technical literature j) Signed and sealed copy of Tender document **Documents comprising Financial Proposal:** a) Financial Proposal Cover Letter b) Schedule of Price Bid (Online in excel sheet) Submission of the Technical Proposal and Financial Proposal in a wrong format may lead to the Proposal being considered as non-responsive to the RFP requirements.
13	Statement of Undertaking is required Yes, As per the covering letter of the Technical proposal
14	Proposal validity must remain valid for 180 calendar days from the last date of submission of the bid. The validity of the proposal may be extended for a further period by sending a written request by MPSEDC to all the Bidders.
15	Tender Purchase Fee: The Tender document can be downloaded from the website https://mptenders.gov.in by making an online payment of Rs 1,000 (INR One thousand only) + processing fee as applicable (non-refundable) for the Tender Purchase fee. Please note that no exemption is allowed for the Tender Purchase fee and bids will not be accepted in case of non-submission of Tender Fee. Service and other gateway charges, if applicable, shall be borne by the Bidders.
16	**Earnest Money Deposit (EMD)** a) Bidder shall submit an EMD of Rs 43, 00,000/- (INR Forty-ThreeLakh only) to be paid online through the designated e-Tendering portal (www.mptenders.gov.in). b) Scanned copy of acknowledgement receipt has to be submitted with Technical Proposal. c) The bid shall be disqualified if the EMD is not submitted within the stipulated timeline. Unsuccessful bidder's EMD will be released as promptly as possible, but not later than 90 days after the award of the Contract to the successful Bidder and after submission of Performance Bank Guarantee (PBG) by successful bidder. No interest will be payable by the MPSEDC on the amount of the EMD to any Bidder. d) The EMD may be forfeited in following cases:

	If a Bidder provides incorrect/misleading/false information in the proposal
	If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
	In the case of a successful Bidder if it fails to furnish a performance bank guarantee as specified in this RFP
	In the case of successful Bidder if it fails within the specified time limit to sign the Agreement.
17	**Performance Bank Guarantee (PBG)** a) The selected Bidder shall at his own expense, deposit with MPSEDC, within 10 working days an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled/ nationalized Bank of an amount of 3% of the total contract value for the due performance and fulfillment of the Contract by the successful bidder. b) Performance Bank Guarantee should be valid up to 6 Months beyond the Contract period. c) Performance Bank Guarantee may be forfeited by the MPSEDC, i. If the Successful Bidder fails to perform within the period(s) specified in the Contract, or within any extension thereof granted by the MPSEDC pursuant to conditions of Contract clause or if the Successful Bidder fails to perform any other obligation(s) under the Contract. ii. Except as provided above, a delay by the successful Bidder in the performance of its delivery obligations shall render the successful Bidder liable to the imposition of liquidated damages pursuant to conditions of Contract. The selected Bidder shall indemnify MPSEDC in case any of the resources deployed by them damages the equipment, assets etc. owned by MPSEDC. Further, without prejudice to its other remedies under the Contract, the Contract can be terminated by MPSEDC and the Performance Bank Guarantee can be forfeited. D If the Performance Security is liquidated /encashed, in whole or in part, during the validity of the Performance Security, the Bidder shall top up the Performance Security with the same amount as has been encashed within 15 days of such encashment without demur.
18	**Currency:** The currency for all prices should be expressed in Indian Rupee (INR)
19	**Period of Services**: The successful bidder would be engaged to provide the

	services for five (5) years from signing the contract with the MPSEDC. After completion of the 5 years, the same may be extended on a yearly basis (one + one year) for two years with the same terms and conditions of this RFP at the sole discretion of the MPSEDC.

SECTION-III: EVALUATION AND QUALIFICATION CRITERIA

A. Introduction

MPSEDC is the agency of the state working towards promotion & implementation of IT and e-Governance. It is the single-point of access to any IT business opportunity in Madhya Pradesh and encourages various players in the field of IT to come forward and invest in the state of Madhya Pradesh. MPSEDC is committed to generate IT business for the public/private sector with a mandate from the Government to develop IT in the state. This includes opportunities for software development, supply of hardware & peripherals, networking and connectivity, web applications, e-commerce, IT training and an entire gamut of direct and indirect IT businesses. To promote use of IT and ITES in various Departments, Corporations, Companies, Societies, Boards etc. of Government of Madhya Pradesh. The scope would include Consultancy, Software Development, Hardware/Software procurement, Training, Testing, Networking, Recruitment of IT professionals and development of specified areas as Hardware and Software Technology Parks. The Corporation shall also involve itself in emerging areas in the field of Information Technology.

B. Objective

MPSEDC is issuing this RFP document (hereinafter referred to as "the RFP" which expression shall include all attachments and annexure hereto as well as all amendments, addendums, modifications and alteration hereto) to service providers, (hereinafter referred to as "the Bidder") to enable them to participate in the competitive bidding for "Deployment & Integration of SDWAN solution in MPSWAN" from the date of signing the contract across the state of Madhya Pradesh". Successful bidder will be responsible for establishing the Connectivity between MPSWAN POP and Government offices located across the State of Madhya Pradesh. At present MPSWAN is having 400 POP connected over the MPSWAN network across the state, POP count may increase in future.

The objective is to enable SDWAN solution for the entire MPSWAN network by connecting all POP's. POP list provided in Appendix-I.

The solution should enable MPSWAN to connect its POP's and horizontal clients which are connected with SDWAN device via Hybrid WAN and manoeuvre traffic with end-end security. The solution should support various network topology i.e. hub &spoke, mesh etc.
The solution should be capable to optimize the traffic between remote POP's and SHQ/SDC by various methods for the effective usage of available bandwidths. The

solution will also distribute the load on available paths and auto failover for better performance of links.

The SDWAN solution should have inbuilt QoS mechanism which is having application-level awareness, bandwidth prioritization etc., this may include dynamic path selection sending an application data on a faster link or even which includes splitting an application between two paths to improve performance by delivering it faster.

Key Features to be part of SDWAN solution for MPSWAN are:

- Zero touch provisioning

- Application Aware Routing

- Bandwidth aggregation

- Centralized policy driven dashboard-based monitoring and control of the entire WAN.

- Application-wise QoS

- LAN traffic segmentation

- Dynamic WAN traffic load balancing (App-based)

- Application-wise bandwidth utilization & Analytics

- Automated outage detection and correction.

The SDWAN control plane / Management Plane components have to be integrated/deployed on-premise at SHQ with existing SDWAN devices and deployment and integration of branch devices at MPSWAN POP locations in different parts of the State of Madhya Pradesh and the deployment and support of horizontal client devices.

Supplied items and its operations has to be maintained for the period of five years from the date of installation including support from the OEM.

The selected Bidder has to manage all day-to-day network management aspects of the solution to achieve uninterrupted access to mission critical business applications run centrally at MP State Data Centre (MPSDC) as per the defined requirements of the RFP. The selected Bidder has to ensure that the desired objectives of the MPSEDC are fulfilled. The Successful Bidder will be required to supply, install, commissioning & manage all the required deliverables of project at the identified locations.

C. Pre-Qualification Criteria

All Bidders should comply with the following technical criteria. Bidders are requested to upload the relevant forms and supporting documents against each criterion. The Bidders should possess the requisite experience, strength and capabilities to meet the requirements as described in this Tender document. The following criteria are prescribed as technical criteria for Bidders interested in undertaking this project:

Sr. No.	Parameter	Eligibility Criteria	Supporting documents required
1	Legal Entity	The Bidder shall be a legally registered entity in India and shall have been in operation for at least five years.	Certificates of Incorporation or Registration Certificates.
2	Registration Documents	Should have a valid PAN & GST registration	PAN & GST Registration Copy
3	Financial Strength	Bidders should have an average annual Turnover of more than INR 90Crore from IT/ICT related services, for the last three financial year's i.e. 2021 - 22, 2022 - 23 and 2023 - 24. [IT/ICT related services comprises- Data Centre/IT Infrastructure/ IT systems/ IT System integration / IT enabled services (ITES) / IT services / ICT/ system integration services /Communication infrastructure / command & control centre implementation/Network Operating Centre (NOC)].	CA Certificate along with UDIN clearly defining the related turnover along with Audited Financial Statements (Balance sheet & Profit & Loss statement)
4	Relevant Experience	The Bidder should have experience of executing SDWAN/SWAN project(s) in India during the last three (3) financial years as of the last date of bid submission covering configuration, operation and maintenance of the value specified herein: a. One project of value 20 Crores or more; **OR** b.Two projects having a cumulative value of Rs 25 Crores or more; **OR**	**Documents required in case of Completed project:** Copy of work order/ Agreement and Completion certificate from Client, on client's letterhead. The document submitted should clearly mention the value and nature of work done. If the total value of the work executed is not mentioned on Work order/Agreement or Work completion certificate, then a CA certificate on letterhead along with UDIN shall be furnished clearly certifying the amount received under that project.

		c. Three projects with a cumulative value of 28 Crores or more; **Note:** Only supply orders shall not be considered. The Bidder should have provided installation, implementation, and operation & maintenance services for such projects. Also given order should have minimum 200 locations in each.	**Documents required in case of Ongoing project:** Copy of work order/Agreement and Letter of satisfaction from client on client's letterhead. The document submitted should clearly mention the value and nature of work done including SDWAN solution. If the total value of the work executed is not mentioned on Work order/Agreement or Client certificate, then a CA certificate on letterhead along with UDIN shall be furnished clearly certifying the amount received under those projects.
5	Non-Black-listing of the bidder.	Bidder should not have been blacklisted by any State or Central Government as on the bid submission date.	Affidavit (Annexure-I, Form 5).
6	OEM Authorization / MAF	The bidder should be authorized by original equipment manufacturing (OEM) companies for the equipment and provide warranty on behalf of respective original equipment manufacturers should confirm that the products meet the technical & functional requirements & Products quoted are of latest version / specification and not the end of sale and/or end of support and/or end oflife. OEM should undertake that the support including spares, updates, patches, security patches, fixes, bug fixes,for the quoted products should be available for minimum 5 years.	The bidder should submit the MAF (Manufacturer authorization Form) certified by the OEM for both active and passive components. The Bidder should provide the proof of the Warranty Support with the OEM. (MAF certificate and Warranty support certificate should submit as per format given in Annexure-I, Form 8).
7	OEM Experience: SDWAN	SDWAN OEM should have supplied equipment for at least two multi-location projects of Similar/related work in Central Govt./State Govt./PSU organization in India with minimum 4000 locations (each project) during last 5 years from	Copy of purchase order and Customer Acceptance/completion Certificate to be submitted

		date of submission	
8	Make in India Compliance	Supplier need to comply to Public Procurement (Preference to Make in India) Order 2017 DoT letter No. 1609/2018-IP-Part(3) dated 08.06.2021. Any bid with less than 20% local content shall be liable to be rejected.And preferences will be given to Class I and II as per norms.	Bidder and OEM must submit certificate from Statutory Auditor / Cost Auditor / practicing Chartered Accountant as mentioned in MII Order indicating percentage of local content in overall solution.
9	MTCTE Compliance	The quoted product must be MTCTE certified.	MTCTE certification

Technical Proposals of only those Bidders who are qualifying as per the Mandatory Qualification Criteria given in the table above and have submitted the EMD would be taken up by the MPSEDC for further evaluation in accordance to other documents submitted as per Section-VI.

(a) Financial Proposals of those Bidders who are disqualified during Technical Evaluation for not meeting the Mandatory Qualification Criteria or due to the non-compliance to the Technical Specifications given in the RFP shall not be opened. In such case, a notification to that effect will be sent to the Bidder. MPSEDC shall simultaneously notify those Bidders who are qualified because of Technical Evaluation and inform them of the date, time and location for online opening of the Financial Proposals.

(b) Prices should not be mentioned anywhere in their Technical Bid by the Bidder.

(c) The successful Bidder shall be selected based on Least Cost Method (L1).

A. Security of Product and Make in India Norms:

1) The Bidder shall ensure that the project shall not have any equipment and components which have national security concerns and complies existing provision of GFR 2017.

2) Any bid having equipment and components which violates above clause shall be liable to be rejected by Evaluation Committee

3) All OEMs (SDWAN, Switches, UTM) shall ensure minimum 20% local content in respective overall solution. Any OEM with less than 20% local content shall be liable to be rejected.

4) Preference to Make in India: Supplier need to comply with Public Procurement (Preference to Make in India) Order 2017 dated 015.06.2017, and Class-I Local supplier will get preference over Class-2 Local supplier as per mentioned guidelines.

   a) Class-I Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.

   b) Class-II Local supplier - a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.

5) Verification of Local Content: OEM shall be required to provide the following documents:

   a) Self-certification that the item offered meets the minimum local content requirement

   b) Certificate from Statutory Auditor / Cost Auditor / practicing Chartered Accountant giving the percentage of local content

6) Supplier Selection Process:

OEM	Weightage
SDWAN	60%
Switch+ Router	30%
UTM	10%
TOTAL	100%

Supplier local content percentage will be calculated based on weighted average of all OEMs (SDWAN, Switch, UTM) as per above defined weightage

a) Among all the qualified bids, the lowest bid will be termed as L1.

b) If L1 is a Class 1 Local Supplier, the contract for full quantity will be awarded to L1.

c) If L1 is not a Class 1 Local Supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to Local Suppliers quoted price falling within the margin of purchase preference (i.e., within 20%), and the contract shall be awarded to such local supplier subject to matching the L1 price.

d) If the lowest eligible Local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference (i.e., within 20%), will be invited to match the L1 price and so on and the contract will be awarded accordingly.

e) If none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

SECTION-IV: SCHEDULE OF REQUIREMENTS

A. Scope of Work

MPSEDCintendstoimplementSD-WANsolutioninSHQand POPs (CHQs, DHQs, and BHQs):

1) MPSEDC would like to replace existing Non-SDWAN devices with SD-WAN capable devices toutilizemultiplelinksactivelyinloadbalancingmanner and other SDWAN featuresat SHQ andPoP locations. Thesolutionshouldbecapableof utilizingtwolinks in thefollowing scenarios:
   a) MPLS+ 3G/4G/5G/LTE
   b) MPLS + MPLS
   c) MPLS+ Internet
   d) Internet+Internet

2) The existing switches at SHQ and POP locations have to be replaced by L2 Manageable switches.

3) The specifications of the devices to be procured are given in **Appendix-I**.

4) The successful bidder has to supply, install, configure, and maintain the entire SDWAN solution including Aggregation routers, SDWAN routers, switches, Perimeter Firewalls and controllers, etc the estimated BoQ is provided below:

BoQ					
Sr. No.	**Location**	**Item Description**	**Qty.**	**Qty. (DR)**
1	SHQ	Aggregation Router	2	1
2		L3 – Core Switch	2	1
3		L2/L3 – NOC Switch	2	
4		SDWAN - HUB CPE	2	1
5		Perimeter Firewall/UTM	2	
6		SDWAN CentralizedManagement/Orchestration Solution	1	
7		SDWAN Logs & Analytics/Reporting Solution	1	
8	CHQ	L2 - Manageable Switch – 8P	9	
9		L2/L3 - Manageable Switch – 48P	9	
10		SDWAN – CHQ CPE	9	
11	DHQ	L2 - Manageable Switch – 8P	45	
12		L2/L3 - Manageable Switch – 48P	45	

13		SDWAN – DHQ CPE	45	
14		L2 - Manageable Switch – 8P	346	
15	BHQ	L2/L3 - Manageable Switch – 48P	346	
16		SDWAN – BHQ CPE	346	

5) Procurement of the network equipment mentioned in the RFP will be at MPSEDC's discretion, and MPSEDC may increase or decrease the quantity. In addition, MPSEDC may ask for staggered delivery of some of the network equipment mentioned in the RFP. Details of the same would be shared with the successful Bidder at a later stage as per requirement.

6) Bidder is also required to carry out activities given in the following table:

S.No	Activity	Remarks
1.	Physicaldeliver yofnetworkequi pment as per Annexure-II-BillofMaterials in Financial Bid	The Successful Bidder must supply, deliver, commission, and maintain the network equipmentmentioned in "Annexure - II - Bill of Materials in Financial Bid"at the SHQ and PoP locations.
2.	Installation, Integration & configuration ofnetwork equipment to suit therequirement s.	The successfulBidder is required to unpack,assemble, mount in the rack/space provided, tagging of ports, boot the equipment, perform power-on self-test (POST) and install thenecessaryservicepacks,patches,andfixestotheOperating System, set up and configure the equipment.CompatibilityissuesofsubsystemswithOS,respectivedrivers,firmware,anyothercardstobeinstalled,ifrequired, aretobe resolvedbyBidder. The successful bidder has to integrate the new SDWAN equipment with the existing SDWAN equipment in the SWAN SHQ and PoP locations. The suggested solution would enable the SDWAN devices to achieve redundancy and high availability between new and existing devices.

3.	Providewarrant yandAMC/ATS /subscriptions upportforthete nureofthecontr act	Successful BidderwillberesponsibletoprovidethefollowingtomeettheSe rviceLevelsdefinedinthisRFPduring the Contractperiod. • OnsitecomprehensivewarrantyAMC/ATS/subscription. • Arrangeback-to-backsupportfromtherespectiveOEM. In Case of RMA, its successful bidder responsibility to replace theequipment as per SLA and to return the faulty equipmentto the OEM warehouse at no extra cost to the MPSEDC duringthe tenure of thecontract.

Planned Architecture of SWAN Network is as shown below:
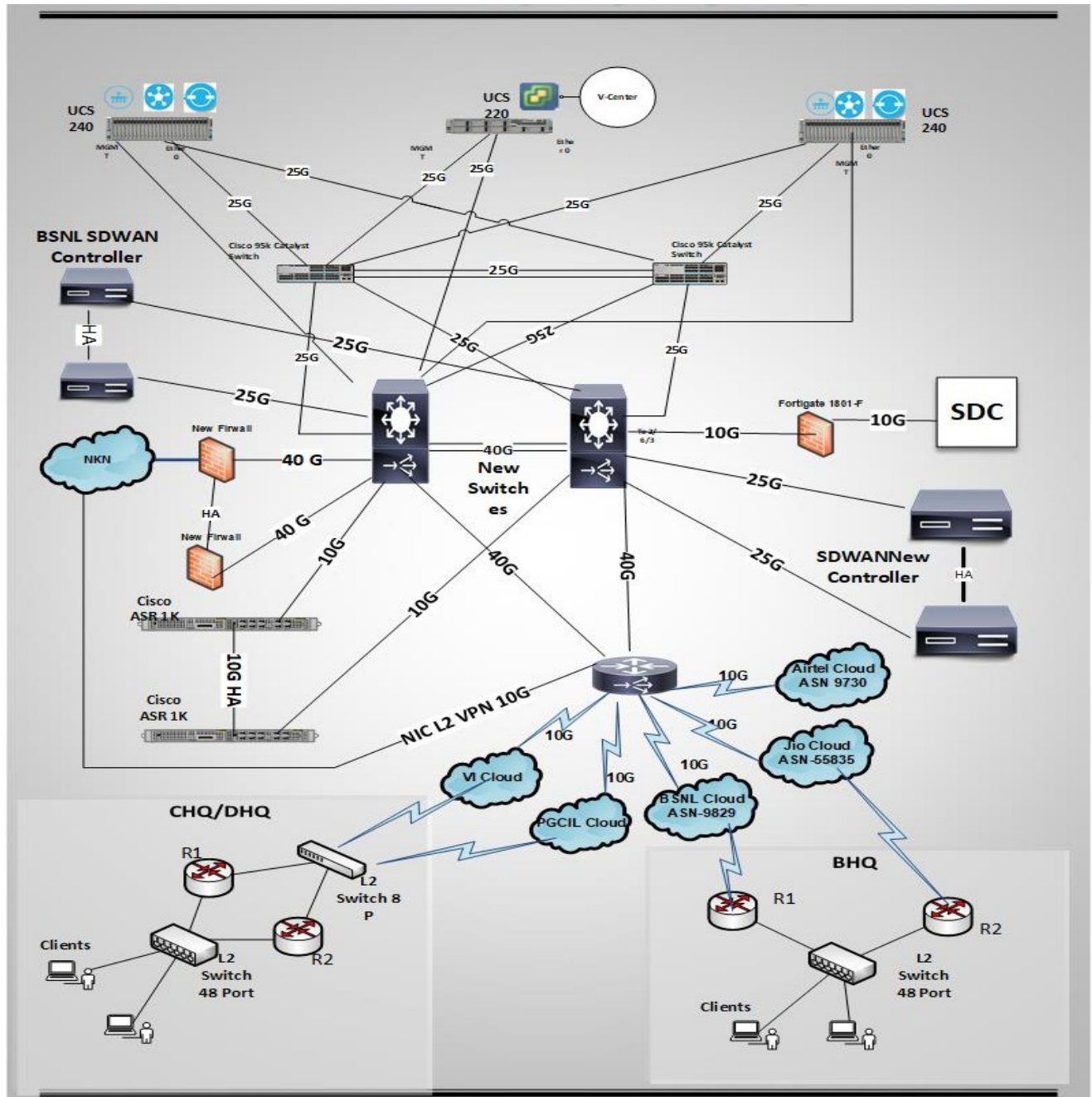
7) Bidder should also take adequate care to avoid quoting network equipment going End-of-sale within 6 months of date of supply of the equipment to the MPSEDC and network equipment going End-of-Support during the tenure of the contract. All the products must be MTCTE certified at the time of delivery.

8) Successful Bidder is also required to engage skilled resources that may be required for the successful completion of the project within the stipulated timelines given in the RFP.

9) Bidder is required to coordinate with MPSEDC's existing System Integrator for Facilities Management Services team throughout the tenure of the contract.

10) The SD-WAN Solution provided by the successful bidder should be horizontally scalable.

11) The successful bidder will be responsible for the successful integration of the Perimeter Firewall with the existing network.

12) The successful bidder must ensure the successful configuration of the perimeter firewall to protect the entire network from vulnerabilities, threats, etc.

13) The proposed SDWAN solution at SHQ should be able to support minimum of 1500PoP and other horizontal location devices from day 1.

14) OEM must design, validate and implement SDWAN controller, SDWAN Hub at SHQ and one site of each category (CHQ, DHQ, BHQ) before handover to bidder

15) All network components of the SD-WAN (Hardware/Software) solution should be under valid support by the OEM throughout the contract period.

16) SD-WAN Solution must be implemented in such a way that, incoming and outgoing traffic will be load balanced automatically across the network links at branches even in case primary link is not fully utilized. Traffic should be sent across network links even when link is not congested.

17) SD-WAN solution should support export of devices configuration for auditing purpose and its restoration as well.

18) All the components of proposed SD-WAN Solution need to be on-premises.

19) The proposed SD-WAN solution should support for Hub & Spoke, Partial Mesh, full mesh network topology from day 1. MPSEDC at its discretion will deploy desired topology.

20) The proposed SD-WAN solution must support IPv4 and IPv6 Protocols from Day 1.

21) The proposed SD-WAN solution should be able to create dashboard for the monitoring all links and all appliances. The solution should also support link utilization, availability, SLA report generation, packet loss/latency report etc.

22) In the proposed solution must be able to monitor, and report top applications by usage across all PoP locations. The proposed solution must be able to monitor, and report at-least top 20 applications identified based on ports and ip addresses by usage.

23) In the proposed SD-WAN solution, the administration should be able to drill down these reports for troubleshooting. For e.g., application accessed by specific host along with bandwidth consumed during defined amount of time.

24) The proposed SD-WAN solution should support management via CLI, Web GUI administration interface.

25) The proposed SD-WAN solution must support partial software upgrade feature, which allows the network administrator to selectively upgrade the software on sites

in the network without needing to upgrade all sites simultaneously.

26) The successful bidder must provide equipment with minimum specification mentioned at "Appendix-I".

27) The successful bidder will be responsible for successfully integrating Log Analysis and Reporting solution with the existing NMS of MPSWAN.

28) The successful bidder will be responsible for relocating equipment between locations if required for operational purposes. MPSEDC will not cover any costs associated with this relocation.

29) Bidder/ OEMs should have service/ support infrastructure across Madhya Pradesh and should be able to provide efficient and effective support in the state.

30) The bidders should submit the escalation matrix for delivery & installation, for support services (contact persons details & e-mail ids). The escalation matrix should have separate support engineer and project manager for MPSEDC.

31) The successful bidder should provide onsite resources for the implementation and commissioning of the devices mentioned. If any major issue related to SD-WAN deployment arises, due to which MPSEDCs business is getting impacted during the implementation phase across all locations and bidder is not able to rectify the same within 24 hours, then OEM person should reach MPSEDC/POP office and continue to be present until the issue is permanently resolved.

32) The successful bidder should provide onsite resources for the complete implementation and commissioning of SD-WAN, and they should continue to provide onsite support post 3 months implementation of SD-WAN solution across all locations.

33) In case of device/part thereof gone faulty, the Successful Bidder shall replace the faulty device/part as per SOW & SLA defined in RFP. Further, successful bidder shall provide & install standby device of similar make model or equivalent device from the same OEM against faulty equipment at all circumstances to make the network functional within defined SLA during the tenure of contract. The standby device should not be EOL/EOS. In case of RMA its bidder responsibility to replace the equipment as per SLA and to return the faulty equipment to the OEM warehouse at no extra cost to the MPSEDC during the tenure of the contract.

34) All modules, licenses, power cables and all other sub-components should be bundled/mapped with parent device and warranty/AMC of these items should be co-terminus with the warranty/AMC of parent devices.

35) The successful bidder shall ensure to Mitigationof various audit points, Compliance and Mitigation of Vulnerability Assessment (VA)/Penetration Testing (PT) points at no cost to the MPSEDC within mutually agreed timelines as and when any advisory/bugs/vulnerabilities released/suggested by competent authority/organization/MPSEDC at any point of time during the validity of the contract period/Warranty/AMC period, except for those cases where in the

applicable patch/fix/OS is not yet released/declared stable by the OEM. However, in such cases, it is the responsibility of the bidder to ensure that such requirement of the MPSEDC is completed satisfactorily within the least possible and stipulated timeframe.

36) The bidder should keep the MPSEDC explicitly informed about the end of support dates of the related infrastructure and should ensure support during the warranty and AMC/ATS period.

37) The Bidder shall provide the detailed RCA of any issue reported by MPSEDC within stipulated time.

38) These new devices supplied by the bidder shall be MPSEDC's asset. Bidder shall keep adequate stock of the spare equipment has or part thereof to maintain the SLA uptime.

39) The successful bidder should provide login id details to MPSEDC for logging to OEM portal for the call logging, support and log/view the status of calls/TAC cases raised by/for the MPSEDC.

40) Whenever any issue reported by MPSEDC, the successful bidder will ensure to troubleshoot, the issue in time bound manner in coordination with MPSEDC FMS and parallelly log the ticket with OEM TAC.

41) MPSEDC should be able to log calls 24*7 via phone/email/web-portal directly with OEM without any dependency on successful bidder.

42) The successful bidder need to remove all cables from OLD equipment & terminate the same on new proposed SD-WAN equipment. Reconnecting all uplinks and other cables in a neat manner (rack dressing) for the new proposed SD-WAN equipment along with the dressing & cabling.

43) The successful bidder should appoint and depute a dedicated resource for the deployment of devices and providing support services who will act as a Single Point of Contact (SPOC) for entire project related activities up to the contract period.

44) The successful bidder will be required to coordinate with MPSEDC's existing FMS and other vendors to troubleshoot the issue.

45) The successful bidder will be required to submit Reports of incident management that includes all the necessary information of incident on monthly/quarterly/requirement basis to MPSEDC.

46) The successful bidder shall ensure the migration of existing equipment configuration to new proposed SD-WAN equipment without any downtime. In case, downtime is required then it should be minimal. The downtime should be approved by MPSEDC before the activity.

47) The successful bidder must provide network logical and physical topology diagram with IP Addressing, Routing and Switching strategy, Network equipment datasheets, configuration guides (GUI/CLI), Network device configuration documents including configuration files/templates/policies, etc. as per best industry standards or

MPSEDC's requirement, Standard Operation Procedure documents (SOP) for deployed SD-WAN solution by the successful bidder, as desired by the MPSEDC, Providing training to group of officers nominated by MPSEDC including recording of all training sessions in HD video, Preparation of training documentation.

48) The successful bidder must provide issue based categorization (both under hardware and software) of created documents and videos,Preparation of troubleshooting manuals leading to Root Cause Analysis with remedies.

49) The Successful bidder has to analyze the prerequisites needed for implementation like lightning protection, earthing, etc and if not available MPSEDC has to be informed in advance.

B. Design Principles to be followed:

1) Minimal manual interventions during operations, which reduces the dependency on technical manpower deployed at SHQ and POPs.

2) Enhanced security and policies for the devices and controllers to be configured to prevent unwanted intrusion, if required in-depth analysis of traffic for prevention of malicious traffics and internal threats based on alerts generated.

3) Automated provisioning of priorities on traffic based on the MPSWAN requirements like the department application prioritization for e.g. Prioritization of traffic on WAN links for critical clients of MPSWAN as compared to non-critical traffic.

4) Centrally managed and controlled traffic, traffic policies to be configured and managed at the central location and pushed from the central controller/manager.

5) Automated traffic diversion based on a link performance which can be achieved through monitoring the performance of the links and based on define thresholds can be diverted to stable links and be rolled back after the stability on impacted link is achieved.

6) Network would be functional at the time of connectivity failure between controller / Manager and PoPs devices.

7) E-Mail and SMS messaging to be integrated with SDWAN solution.

8) Devices proposed should have the valid latest industry certifications.

9) The proposed solutionshould be connected using structured cabling, for which certification will be provided by the OEM.

C. Operating Conditions

1) **Reliability**: The proposed equipment must cater to the 24x7 round-the-clock operations.

2) **Upgradeability**: Overall system should be modular, easily re-configurable and upgradeable.

3) **At expiry of Contract :** For smooth handing over/transfer of the system, at the time of expiry of the contract all the devices with detailed documentation having

configuration, integration details with other devices and troubleshooting manuals etc should be handed over and the devices shall be fully functional and have the valid support.

4) **Scalability:** Future Expandability and Integration with future ready and other vendor Devices.

D. Guideline for Installation and Commissioning

I. Carrying out all general tests such as physical test on delivery, pre-installation checks to ensure correct implementation and connections, completeness of system documentation etc.

II. The material could be checked by the department or through agency identified by the department, along with Quality tests before dispatching to site.

III. The system shall be subjected to inspection at various stages. The Successful Bidder shall follow all Safety Regulations and practices.

IV. The successful bidder shall spell out various tests that are being proposed to be carried out for demonstrating the functionality of the solution in line with but not limited to design principles mentioned in the tender document.

V. The Successful Bidder shall provide on-site warranty for all the components including hardware, software, etc. as per RFP for a period of Five Years and the extended period of contract from the date of the issuance of Final Acceptance Test certificate.

VI. On-site warranty and Post-warranty Maintenance and spare parts support of all hardware, software, equipment, accessories, electrical wiring, Software's AMC for complete contract period as defined in this RFP.

E. Acceptance Testing:

I. The Acceptance Tests for the sites shall be carried out in accordance to the scope, requirement, specifications and design principles mentioned in this document.

II. The above said Acceptance Test shall be conducted for each location by a Committee comprising of officers from MPSEDC.

III. The successful bidder will propose detailed Acceptance Testing Plan (ATP) including test parameters, SDWAN features and SLA parameters, etc. which shall be approved by the MPSEDC for each of the site and central components. The test parameters, commitments etc. as decided and approved by the MPSEDC shall be final and binding on the Successful Bidder.

IV. All the functionalities, features and configuration relevant to this project shall be documented and demonstrated by the Successful Bidder to MPSEDC.

V. The Final Acceptance Test certificate will be issued to the successful bidder after successfully commissioning and testing all the equipment, and SDWAN solution at SHQ and PoP locations.

F. Delivery Schedule/Implementation Timelinesand Penalty

The implementation and deployment timeline is as per the below mentioned Schedule-I & Schedule-II. **T is the event marking date of issue of the work order to the successful bidder**. The delivery period should not exceed as detailed above from the date of order under any circumstances otherwise penalty will be imposed.

Schedule – I (For SHQ, CHQ, and DHQ devices)

Phases	Activities	Time Line	Penalty for Breach
1	Supply of SDWAN and other devices at SHQ, CHQ, DHQ	T+ 60 days	Nil
		From 61 days onwards	A Penalty of 0.25% of the value of the un-delivered devices per day will be imposed, up to a maximum of 20% of the un-delivered equipment value as per the work order.
2	Installation and Commissioning of all devices at SHQ, CHQ,DHQ	T+ 90 days	Nil
		From 91 days	A Penalty of 0.25% of the value of the entire network and security devices per day will be imposed, up to a maximum of 20% of the un-delivered equipment value as per the work order.

Schedule – II (For BHQ devices)

Phases	Activities	Time Lines	Penalty for Breach
1	Supply of SDWAN and other devices at BHQ	T+ 90 days	Nil
		From 91 days onwards	A penalty of 0.25% of the value of the un-delivered devices per day will be imposed, up to a maximum of 20% of the un-delivered equipment value as per the work order.
2	Installation and Commissioning of all devices at BHQ	T+180 days	Nil
			A penalty of 0.25% of the value of the entire network devices per day per BHQ

		From 181 days onwards	will be imposed, up to a maximum of 20% of the un-delivered equipment value as per the work order.

SDWAN Equipment to be delivered/installed/commissioned at POP locations anywhere in Madhya Pradesh as directed by the MPSEDC.

1. Supply of Network and Other Devices.
2. Installation and Commissioning.
3. Support for 5 years plus extension period (if given).

Note – The selected Bidder is expected to adhere to the above timelines for the implementation. However, in case of any reasons, and if Managing Director, MPSEDC is satisfied about the reason for delay, the Managing Director, MPSEDC may allow the service provider to deviate from the timeline. Penalty clauses are applicable for delay in implementation and commissioning.

G. Service Level Agreement (SLA) and Penalty Criteria

1. Exceptions on enforcing the SLA and other penalty clauses will be made only in case of Force Majeure situations or in exceptional circumstances at the discretion of MPSEDC.
2. The successful Bidder shall be bound by various SLAs as specified below. The maximum penalty imposed on the selected bidder will be limited to 20% of the total contract value, including both implementation and services. Additionally, the maximum penalty per quarter will be capped at 25% of the quarterly value. If the penalty imposed on the selected bidder exceeds 25% of the quarterly amount in two consecutive quarters, MPSEDC may choose to terminate the contract and forfeit the security deposit submitted by the selected bidder. MPSEDC may deem this event to be an event of "default" leading to possible termination of the contract. In such a case, if MPSEDC decides to terminate the contract, the selected bidder will be given 120 days to close the contract.

MPSWAN Network will be considered in two Levels mentioned below:

Group-1 is SDWAN, Firewall, and other devices for end-end connectivity in SHQ.

Group-2 is SDWAN and other devices at POP (CHQ, DHQ, and BHQ).

Note - If network is down because of reasons not attributable to successful bidder like, fault in network provided by bandwidth provider, successful bidder shall apprise MPSEDC within same day for all such events specifying the root cause of such downtime

and duration of down time. For every such downtime related issue, the respective ticket shall be updated stating the reason for downtime with supporting documents.

The successful bidder shall also submit these supporting documents along with the quarterly invoice for exemption in SLA.

Table 1: SLA and Penalty on Response and Resolution times of faults/downtime.

S. No	PBH / NPBH	Group	Response Time (in Minutes)		Resolution Time excluding response time (in Minutes)	
			SLA (In Minutes)	Penalty	SLA (In Minutes)	Penalty
1	**Prime Business Hours (08:00AM to 08:00PM)**	1	30	Nil	120	Nil
			More than 30	Rs.2000 for delay of every additional 30 minutes	More than 120	Rs. 2000 for delay of every additional 30 minutes
		2	30	Nil	240	Nil
			More than 30	Rs.1000 for delay of every additional 30 Minutes	More than 240	Rs. 1000 for delay of every additional 30 minutes
2	**Non-Prime Business Hours**	1	60	Nil	180	Nil
			More than 60	Rs.2000 for delay of every additional 30 minutes	More than 180	Rs. 2000 for delay of every additional 30 minutes
		2	60	Nil	300	Nil

(08:00PM to 08:00AM)		More than 60	Rs.1000 for delay of every additional 30 Minutes	More than 300	Rs. 1000 for delay of every additional 30 minutes

H. Payment Schedule:

Payment shall be done by MPSEDC as per the following terms:

S.No	Payment Schedule	Amount
1	On successful installation, commissioning, and acceptance testing of equipment at each site.	@ 40% payment of work order value on delivery of devices, and @ 20% at successful installation, commissioning, and acceptance testing of each site. As per prices quoted in Financial Bid "Table-A" at "Annexure-II" in this RFP.
2	On successful completion of final acceptance testing with certificate for all equipment.	@ 20% payment of work order value subject to successful completion of final acceptance testing with certificate for all equipment. As per prices quoted in Financial Bid "Table-A" at "Annexure-II" in this RFP.
3	At the end of each quarter (QGR will start from the date of issuing Final Acceptance Certificate)	@ 1% payment per quarter of work order value up to 20 quarters. As per prices quoted in Financial Bid "Table-A" at "Annexure-II" in this RFP.

Note - Payment will done to successful bidder after deduction of penalties (if any) as per SLA parameters defined in this section at points 6 and 7.

1. The payment to the successful Bidder will be 60% of the work order value subject to successful Delivery, Installation and commissioning of sites, which includes the hardware installation and commissioning at POP or horizontal offices after verification/validation by MPSEDC/Authorized agency by MPSEDC. 20% of the work order value will be released to successful bidder on completion of final acceptance testing for all equipment. Further, for the remaining quarters till the contract period, the bidder would be paid @ 1% of the work order value per quarter as mentioned.

2. The quarterly payment will be subject to the satisfactory assessment done by MPSEDC

for the successful Bidder activities. A bill in triplicate (for the audit and independent monitoring) shall be submitted to MPSEDC. In case of non-satisfactory performance, a penalty as per the defined SLA shall be recovered quarterly basis.

3. All payments under this Agreement shall be made to the account of the successful Bidder as may be notified to MPSEDC by the successful bidder. The bills for payment shall be submitted to MPSEDC, Bhopal. No interest shall be payable on delayed payments due to any whatsoever reason.

4. The time specified for delivery and other activities as mentioned in this document shall be deemed the essence of the contract. The successful bidder (s) shall arrange supplies and provide the required services within the specified period.

5. It should be noted that any delay in the project timelines should attract penalty as defined by the SLAs.

SECTION-V: GENERAL TERMS AND CONDITIONS

A.   General Provisions

1. Relationship between the Parties

1.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent.

1.2 No partnership shall be constituted between MPSEDC and successful bidder by virtue of this release registration nor shall successful bidder have powers to make, vary or their obligations on behalf of the MPSEDC or represent that by virtue of this or any other Registration a partnership has been constituted, or that it has any such power. Successful bidder shall be fully responsible for the services performed by them or on their behalf.

2. Law Governing Contract

2.1   This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.

3. Language

1.1   This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

4. Headings

4.1   The headings shall not limit, alter or affect the meaning of this Contract. All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of the Agreement.

5. Communications

5.1   Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the English language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Contract.

5.2   A Party may change its address for notice here under by giving the other Party any communication of such change to the address specified in the Contract.

6. Location

6.1   The Services shall be performed at such locations as are specified in the Schedule of Requirements hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

7. Part or Phased Purchasing Option
i. Repeat Orders

7.1   MPSEDC reserves the right to issue the work order to the successful bidder either in whole or part quantity of any item as per the unit price quoted for that item in the Financial Bid.

7.2   MPSEDC may select the option of purchasing any item in phased manner from the successful bidder as per the unit price quoted for that item in the Financial Bid.

a) In such case, the Bidder shall be required to ensure that the latest version of the product be provided by the Bidder at the time of purchase.

b) The Bidder shall adhere to the timelines provided under Project Implementation Schedule considering the phases applicable for that product and commensurate services.

c) The Operation and Maintenance period of the procured and installed product and commensurate services in such case shall start after successful installation and commissioning.

d) The SLAs and Penalties shall be applicable on the Bidder as per sub-section 8: Service Level Agreements.

7.3   Provided that MPSEDC reserves the right to not issue the work order to the successful bidder for all or any of the items or services quoted under Financial Bid.

7.4   MPSEDC may also place orders for any or all services quoted by the successful bidder in their Financial Bid based on requirements during the tenure of the Contract.

8. Authorized Representatives

8.1   Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Bidder may be taken or executed by the officials specified in the Contract.

9. Survival of the Contract

9.1   The provisions of the clauses of this Contract in relation to documents, data, ownership of data, processes, property, Intellectual Property Rights, indemnity, publicity, warranties, disputes and ownership would survive till one year after the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the MPSEDC notifies the Bidder of its release from those obligations.

10.   Eligible Bidders

10.1   Bidder: The Bidder must be a Service provider which has the capabilities to deliver the entire scope as mentioned in the Tender document. The Bidder cannot bid as a

part of any other bid under this Tender Document, either as an OEM or subcontractor for other bids.

10.2   The Bidder would have the sole responsibility of ensuring the delivery of products and services mentioned in this Tender document.

10.3   The Bidder would also be responsible for ensuring the successful execution of integrated solution including meeting the SLAs.

11.   Notice

11.1   All notices, requests or consents shall be sent to a Party hereto at its address and contact number specified in Bid Fact Sheet or at such other address and contact number as is designated by such Party in a written notice to the other Parties hereto. All such notices and communications shall be effective: a) if sent by fax, when sent (on receipt of a confirmation to the correct fax number) with correct answerback, b) if sent by person, when delivered with delivery receipt, c) if sent by e-Mail, followed by hardcopy with delivery receipt.

12.   Intellectual Property Rights (IPR) and Ownership Rights

12.1   MPSEDC shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have solely arisen out of or have been developed solely during execution of the Agreement, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Bidder solely during the performance of the Services / delivery of Products and for the purposes of, inter-alia, use or sub-license of such Services under the Agreement. The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to MPSEDC and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of MPSEDC.

12.2   Any / all Intellectual Property owned by the MPSEDC prior to the execution date and/ or any Intellectual Property Right applied for prior to the execution date shall strictly vest with the MPSEDC and the Bidder shall have no right whatsoever on such Intellectual Property.

12.3   Pre-existing work: All intellectual property rights existing prior to the date of execution of the agreement shall belong to the Party that owned such rights immediately prior to such date. Subject to the foregoing, MPSEDC will also have rights to use and copy all intellectual property rights, process, specifications, reports and other document, drawings, manuals provided or used by the Bidder as part of the Scope of Works under the RFP on non-exclusive, non-transferable, perpetual, royalty-free license to use basis.

12.4 Bidder shall be obliged to ensure that all approvals, registrations, assignments, licenses, permits and rights etc. which are inter-alia necessary for use of the products, deliverables, services, applications , services etc. provided by the Bidder under the RFP shall be acquired in the name of the MPSEDC and Bidder shall have the non-exclusive, non-transferable, revocable, limited right to use such licenses till the term of the agreement, on behalf of the MPSEDC, solely for the purpose of execution of any of its obligations under the terms of the RFP. However, subsequent to the term of the agreement, such approvals, registrations, assignments, licenses, permits and rights etc. shall perpetually endure to the exclusive benefit of the MPSEDC and the Bidder's right to use shall perish.

12.5 Third Party Products: If assignment / license agreements are necessary or appropriate between the Bidder and third parties for purposes of enabling / enforcing / implementing the provisions hereinabove, the Bidder shall enter into such agreements at its own sole cost, expense and risk and all such assignments / licenses etc. shall be bought in name of the MPSEDC, unless otherwise directed in writing by MPSEDC.

12.6 Transfer of Risk and ownership in Products: Subject to the terms of the RFP, Bidder shall sell, assign, convey, transfer and deliver to MPSEDC, and MPSEDC shall purchase, receive and accept from the Bidder, all right, title and interest in and to the products required to be provided by the Bidder as per the RFP. The Bidder shall not make any substitute for the products of any other model, capacity, or manufacturer without the prior written consent of MPSEDC which consent shall not be unreasonably delayed or withheld.

12.7 Bidder shall arrange for delivery of the Products to the delivery site identified by MPSEDC (the "Delivery Site") as per the Timelines provided in the RFP unless otherwise notified by MPSEDC. In addition to paying all transportation charges for the Products, the Bidder shall insure, and pay all insurance charges for the products.

12.8 Title to and ownership of the Products designated as being purchased by MPSEDC under the Contract hereunder shall remain vested in the Bidder until written acceptance by MPSEDC under the terms hereof, at which time title to and ownership of such products shall transfer to MPSEDC. Bidder shall execute such documents as may be required by MPSEDC for documenting the transfer of title and ownership of products. Upon transfer of ownership of the Products to MPSEDC, the Bidder shall treat such Products as Assets as detailed above in the Agreement.

12.9 The Successful bidder shall not use the MPSEDC licensing credentials for the purpose of providing support services to any other client. In case the successful bidder found to be involved in such act, MPSEDC reserves the right to impose the

maximum penalty of 20% of the Total Contract Value and may terminate the Contract.

13. Indemnity

i. General Indemnity

13.1 The Bidder (the "Indemnifying Party") undertakes to indemnify MPSEDC and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties or taxes (Collectively "Loss") caused/claimed to/from MPSEDC due to any act and/or omission leading to breach of obligations of Service Provider under the agreement or on account of bodily injury, death or damage to tangible and intangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, willful default, lack of due care or breach of terms of the RFP. ii. IPR Indemnity

13.2 If the Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any Products / Deliverables/ Services provided by the Indemnifying Party infringes a copyright, trade mark, trade secret, patent, design or other intellectual property rights of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) The Indemnified Party's misuse or modification of the deliverables; (b) The Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) The Indemnified Party's use of the deliverables in combination with any product or information not owned or developed or supplied by the Indemnifying Party. If any of the deliverables is or likely to be held as infringing, the Indemnifying Party shall at its expense and option either (i) procure the right for the Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing.

iii. Conditions of Indemnity

13.3 Without prejudice to the rights of MPSEDC in respect of indemnification for any claim as stated above, a) MPSEDC shall notify the Bidder upon receipt of any notice of claim setting out in reasonable particulars, the details of such notice of claim; b) Immediately upon receipt of notification of any claim from the MPSEDC, the Bidder within a period of 5 days from date of receipt of such notice from the MPSEDC, notify the MPSEDC whether the Bidder wish to assume the defense in relation to such claim (including settlement or resolution thereof). Thereafter, the Bidder shall be entitled in consultation with the MPSEDC, and only to the extent such action does

not in any manner compromise, prejudice or adversely affect the interests of the MPSEDC, to take such action as agreed upon by the MPSEDC to avoid, dispute, deny, resist, appeal, compromise or consent such claim, within a period of 30 days from the date of receipt of such claim notification; c) Notwithstanding anything contained herein, the Bidder and the MPSEDC agree and covenant that a notice by the MPSEDC to the Bidder in relation to the claim as aforesaid shall amount to express acceptance and consent by the Bidder to indemnify the MPSEDC for all losses in relation to such claim. Upon notice by the Bidder, the MPSEDC shall reasonably co-operate with the Bidder at the sole costs of the Bidder, only to the extent the same does not in any manner compromise, prejudice or adversely affect the rights of the MPSEDC. The MPSEDC shall have the right, at its option, to participate in the defense of such claim; d) If the Bidder fails to take any action as per the above clause within the time period as specified therein, the MPSEDC shall have the right, in its absolute discretion, to take such action as it may deem necessary to avoid, dispute, deny, resist, appeal, compromise or contest or settle any claim (including without limitation, making claims or counterclaims against third parties). If the Bidder does not assume control of the defense of such claims (as mentioned above), the entire defense, negotiation or settlement of such claim by the MPSEDC shall be deemed to have been consented to by, and shall be binding upon, Bidder as fully as though the Bidder alone had assumed the defense thereof and a judgement had been entered into by the Bidder, for such claim in respect of the settlement or judgement.

14. Warranty

14.1 It is advised that Successful bidder should install the equipment with comprehensive onsite warranty and support applicable on all products supplied under the Contract.

15. Limitation of Liability

15.1 The liability of the Bidder (whether in Contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Agreement, including the work, Deliverables or Products and Services covered by the RFP and the Agreement, shall be limited to the Total cumulative Contract Value.

15.2 Except as otherwise provided herein, the Bidder shall not be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings).

15.3 Notwithstanding anything contained in the foregoing, provisions contained in clause 16.1. shall be inapplicable in case of breach of indemnification obligations, confidentiality obligations and obligations of the Bidder to comply with the security and safety standards as laid down in this RFP.

15.4 The allocations of liability in this clause represent the agreed and bargained for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

16. Sub-Contracting

16.1 The Bidder is not allowed to sub-Contract any work.

17. Audit, Access and Reporting

17.1 MPSEDC reserves the right to inspect and monitor/assess the progress of the project at any time during the course of the Contract, after providing due notice to the Bidder. MPSEDC may demand and upon such demand being made, MPSEDC shall be provided with any document, data, material or any other information which it may require, to enable it to assess the progress of the project.

17.2 MPSEDC shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by MPSEDC and the Bidder undertakes to cooperate with and provide to MPSEDC/ any other agency appointed by MPSEDC, all documents and other details as may be required by them for this purpose. Any deviations or contravention, identified as a result of such audit/assessment, would need to be rectified by the Bidder failing which MPSEDC may, without prejudice to any other rights that it may have issue a notice of default.

17.3 Without prejudice to the foregoing, the Bidder shall allow access to MPSEDC or its nominated agencies to all information which is in the possession or control of the Bidder and which relates to the provision of the Products/Services/Deliverables.

18. Ambiguities within

18.1 In case of ambiguities or discrepancies within the agreement, the following principles shall apply: Agreement

18.2 As between two Clauses of the agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;

18.3 As between the provisions of RFP and any corrigendum and clarifications issued thereafter, the provisions of the corrigendum and clarifications shall, to that extent only, prevail over the corresponding earlier provision of the RFP;

18.4 As between the provisions of the agreement and the RFP and the proposal, the agreement shall prevail;

18.5   As between the provisions of the RFP and the proposal, unless otherwise decided by the Purchaser, the RFP shall prevail; and

18.6   As between any value written in numerals and that in words, the value in words shall prevail.

B.   Commencement, Completion, Modification and Termination of Contract

1. Effectiveness of Contract

1.1   This Contract shall come into force and effect on the date (the "Effective Date") of the signing of Contract.

2. Time for Commencement and Completion

2.1   Bidder shall commence work as per the period specified in the RFP. Bidder shall thereafter proceed with the facilities in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed and Finalized Project Plan.

2.2   Bidder shall attain Completion Certificate / Sign Off of such part as specified in the Contract, within the time stated in the RFP or within such extended time to which the Bidder shall be entitled.

2.3   After the completion of the 5 years support period of sites, the same may be extended on a yearly basis (one + one year) for two years with the same terms and conditions of this RFP at the sole discretion of the MPSEDC.

3. Default

3.1   The failure on the part of Bidder to perform any of its obligations or comply with any of the terms of the RFP and the Contract shall constitute an Event of Default on the part of the Bidder. The events of default as mentioned above may include but not restricted to inter-alia the following:

i. Event of Default by the Bidder

a) Bidder's Team has failed to perform any instructions or directives issued by the MPSEDC which it deems proper and necessary to execute the scope of work or provide services under the RFP; and/or

b) Bidder's team has failed to conform/adhere to any of the Service Level Agreements resulting in falling short of matching such standards / benchmarks /targets as the MPSEDC may have designated with respect to the system or any products, tasks or services, necessary for the execution of the scope of work and performance of services under the RFP and the Contract. The above mentioned failure on the part of the Bidder may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the MPSEDC; and / or the Bidder has failed to remedy a defect or failure to perform its obligations in

accordance with the specifications issued by the MPSEDC from time to time, despite being served with a default notice which laid down the specific deviance on the part of the Bidder's Team to comply with any stipulations or standards as laid down by the MPSEDC; and / or

c) Bidder's Team has failed to adhere to any amended directions, instructions, modifications, notifications or clarifications as issued by the MPSEDC during the term of the Contract and which the MPSEDC deems proper and necessary for the execution of the scope of work under the Contract; and / or

d) Bidder's Team has failed to demonstrate or sustain any representation or warranty made by it in the Contract, with respect to any of the terms of its Bid, the RFP and the Contract; and / or

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; and / or

f) Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws; and/ or

g) Bidder's Team has failed to comply with or adhere to any of the terms & conditions of the Contract.

h) Quality of products, deliverables and services consistently not being to the satisfaction of MPSEDC

i) Bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by MPSEDC, despite being served with a default notice which laid down the specific deviance on the part of the Bidder to comply with any stipulations or standards as laid down by MPSEDC; or

j) Bidder or its team has failed to conform with any of the service specifications as set out in the RFP or the agreement or has failed to adhere to any amended direction, modification or clarification as issued by MPSEDC during the term of the agreement and which MPSEDC deems proper and necessary for the execution of the scope of work under the RFP.

3.2   Where there has been an occurrence of such defaults inter alia as stated above, the MPSEDC shall issue a notice of default to the Bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.

3.3   Where despite the issuance of a default notice to the Bidder by the MPSEDC the Bidder fails to remedy the default to the satisfaction of the MPSEDC, the MPSEDC may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the MPSEDC.

ii. Consequence of Event of Default

3.4   Where an Event of Default subsists or remains uncured for more than 60 days from

the date issue of notice of default the MPSEDC shall be entitled to: a) Impose any such obligations and conditions and / or issue any directions / notifications / clarifications as may be necessary to inter alia ensure smooth continuation of the project and the services which the Bidder shall be obliged to comply with that may include re-determination of the consideration payable to the Bidder by MPSEDC and Bidder or through a third party acceptable to both parties. Bidder shall in addition take all available steps to minimize loss resulting from such event of default. b) Suspend all payments to the Bidder under the Contract by a written notice of suspension to the Bidder, provided that such notice of suspension:

● Shall specify the nature of the failure;

● Shall 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 with advance notice by MPSEDC;

d) Retain such amounts from the payment due and payable by the MPSEDC to the Bidder as may be required to offset any losses caused to the MPSEDC as a result of such event of default and the Bidder shall compensate the MPSEDC for any such loss, damages or other costs, incurred by the MPSEDC in this regard. Nothing herein shall affect the continued obligation of the Bidder and Bidder's Team to perform all their obligations and responsibilities under the RFP and the Contract in an identical manner as were being performed before the occurrence of the default. e) Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Indemnity, recover such other costs/losses and other amounts from the Bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to the MPSEDC under law. f) Require the Bidder to make all such payments as may be incurred /losses borne by the MPSEDC in getting such work done through any third party as a result of any default on the part of the Bidder. Bidder agrees to compensate the MPSEDC for all such costs incurred by the MPSEDC in this regard.

4. Termination

4.1   Unless specified otherwise, MPSEDC may, terminate the Contract in whole or in part by giving the Bidder a prior and written notice of 30 days indicating its intention to terminate the Contract under the following circumstances:

i. Termination for breach

4.2   Where the MPSEDC 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 the 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 the Contract.

4.3   Where it comes to the MPSEDC's attention that the Bidder (or the Bidder's Team) is in a position of actual conflict of interest with the interests of the MPSEDC, in relation to any of terms of the Bidder's Bid, the RFP or the Contract.

4.4   Where the Bidder 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. In the event of the happening of any events of the above nature, the MPSEDC shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.

4.5   When the Bidder or any of the Bidder's personnel or the Bidder's sub-contractors or such sub-contractor's personnel have been involved in any fraudulent or corrupt practices or any other practice of similar nature.

4.6   If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days. In such cases, MPSEDC may terminate the Contract by giving the Bidder prior written notice of 15 days.

ii. Termination for Insolvency:

4.7   MPSEDC may at any time immediately terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the MPSEDC. Upon such termination, MPSEDC shall reserve the right to take any steps as may be necessary, to ensure the effective transition of the project to a successor Bidder, 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 MPSEDC.

iii. Termination due to non-performance of Resources

4.8   MPSEDC reserves the right to terminate the contract if performance of network not found satisfactory constantly.

iv. Termination for convenience

4.9   MPSEDC, may by a written notice sent to the Bidder, terminate the Contract, in whole or in part; at any time for its convenience. The notice for such termination may specify that the termination is for the MPSEDC's convenience, the extent to which the performance of the work under the Contract is terminated, and the date upon which such termination becomes effective.

4.10   Bidders will be paid such undisputed amounts for the work delivered as per the payment schedule and milestones achieved as defined in this RFP, on the date upon which such termination becomes effective.

4.11   For every order, Bidders need to take consent of MPSEDC prior to placing such orders with any OEM or third party. Once consent has been granted, MPSEDC shall accept the delivery of such product and the payment for such product shall be made accordingly in case the Termination for Convenience is invoked.

v. Rights other than termination

4.12   The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination. The termination provisions set out in this Clause are in addition to any termination rights that MPSEDC may have under RFP and are in addition to, and without prejudice to, other rights that MPSEDC may have under law and the Agreement.

vi. Consequence of Termination

4.13   In the event of termination of the Contract due to any cause whatsoever (whether consequent to the stipulated Term of the Agreement), MPSEDC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the MPSEDC and/or the successor agency, as may be required, to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the RFP and the Contract, even where such assistance is required to be rendered for a reasonable period that may extend

beyond the Contract term/ termination hereof.

4.14 In the event that the termination of the agreement is due to the expiry of the Term of the Agreement a decision not to grant any (further) extension by MPSEDC, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any Event of Default on the part of the Bidder, the Bidder herein shall be obliged to provide all such assistance to the successor Bidder or any other person as may be required and as MPSEDC may specify including training, where the successor(s) is a representative/personnel of MPSEDC to enable the successor to adequately provide the Services hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the Term/earlier termination hereof. Without prejudice to the foregoing, upon termination (or upon expiry of the Term) of the Agreement, the Parties will comply with the Exit Management Schedule/ Plan set out in the RFP.

4.15 Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the MPSEDC through re-determination of the consideration payable to the Bidder by MPSEDC and Bidder or through a third party acceptable to both parties may pay the Bidder such undisputed amounts for those products that have been satisfactorily installed and commissioned and for that part of the Services which have been authorized by the MPSEDC and satisfactorily performed by the Bidder up to the date of termination. Without prejudice to any other rights, the MPSEDC may retain such amounts from the payment due and payable by the MPSEDC to the Bidder as may be required to offset any losses caused to the MPSEDC as a result of the Termination or due to any acts/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under the RFP and the Contract, the Bidder shall compensate the MPSEDC for any such loss, damages or other costs, incurred by the MPSEDC.

4.16 Nothing herein shall restrict the right of the MPSEDC to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Indemnity clause and pursue such other rights and/or remedies that may be available to the MPSEDC under law.

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

4.18 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 MPSEDC. 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 MPSEDC.

5. Force Majeure

5.1   Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but not limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions, pandemic.

5.2   If a Force Majeure arises, the Bidder shall promptly notify MPSEDC in writing of such condition and the cause thereof within 15 days of the occurrence of the force majeure event. Unless otherwise directed by MPSEDC, the Bidder shall continue to perform his obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The successful bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

5.3   Notwithstanding anything stated in this RFP, Parties agree and acknowledge that current situation of outbreak of Covid-19 will not be considered as a force Majeure for purposes of Services under this Agreement. successful bidder at all time will ensure to deliver its services as per the Scope of Work. Successful bidder will be responsible for any failure to perform its obligations under this Contract, unless if it is prevented in performing of those obligations by an event of Government Order subject to written instruction and approval from MPSEDC in this regard.

6. Change Order

6.1   MPSEDC may at any time order the Bidder through Notice, to make changes within the general scope of the Contract with relation to the products and services to be provided by the Bidder as per scope of work of this RFP.

6.2   If any such change causes an increase or decrease in the cost of, or the time required for, the Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the MPSEDC's change order.

6.3   The provisions of the Contract shall apply to revised work / change order as if the

revised work / Change order has been included in the original Scope of work. However, the Contract value shall increase / decrease and the schedule shall be adjusted on account of the revised work / Change orders as may be discussed and agreed in terms of provisions set forth in previous clauses of Change Order. The Bidder's obligations with respect to such revised work / change order shall remain in accordance with the Contract.

7. Suspension of Work

7.1   Bidder shall, if ordered in writing by the MPSEDC/ its Representative, temporarily suspend the performance of any services or provision of any product or any part thereof for such specified/ ordered period and time. MPSEDC shall inform the Bidder about such suspension at least 15 days in advance. Bidder shall not be entitled to claim compensation for any loss or damage sustained by him by reason of such temporary suspension of the services for a continuous period of 30 days. MPSEDC may consider suitable compensation to the Bidder in the event of suspension extending beyond the continuous period of 30 days. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Bidder, if written request for the same is made and that the suspension was not consequent to any default or failure on the part of the Bidder. In case the suspension of works, is not consequent to any default or failure on the part of the Bidder and lasts for a period of more than 3 months, the Bidder shall have the option to request the MPSEDC to pay reasonable mobilization and immobilization charges as consented by MPSEDC.

7.2   In the event MPSEDC suspends the progress of work for a period in excess of 30 days in aggregate, rendering the Bidder to extend the Bidder's Performance Guarantee then MPSEDC shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the banking procedures subject to the Bidder producing the requisite evidence from the concerned bank.

8. Exit Management Plan

8.1   An Exit Management plan shall be furnished by Bidder in writing to the MPSEDC within 90 days from the date of signing the Contract and revised and approved (by MPSEDC) prior to 2 months from expiry of Operations & Maintenance phase, which shall deal with at least the following aspects of exit management in relation to the Contract as a whole and in relation to the Project Implementation, and Service Level monitoring.

8.2   Where the MPSEDC intends to continue equivalent or substantially similar services to the Services provided by the Bidder after termination or expiry of the Agreement, either by performing them itself or by means of a Replacement of Bidder, the Bidder

shall ensure the smooth transition to the Replacement Bidder and shall co-operate with the MPSEDC or the Replacement Bidder as required in order to fulfil the obligations under this RFP.

8.3   The Bidder shall co-operate fully with the MPSEDC and any potential Replacement Service providers tendering for any Services, including the transfer of responsibility for the provision of the Services previously performed by the Bidder to be achieved with the minimum of disruption. In particular during any procurement process initiated by the MPSEDC and in anticipation of the expiry or termination of the Agreement and irrespective of the identity of any potential or actual Replacement Bidder, the Bidder shall comply with all reasonable requests by the MPSEDC to provide information relating to the operation of the Services, including but not limited to equipment, hardware, software, firmware used, inter-working, coordinating with other application owners, access to and provision of all performance reports, agreed procedures, and any other relevant information (including the configurations set up for the MPSEDC and procedures used by the Bidder for handling Data) reasonably necessary to achieve an effective transition, provided that: a) the Bidder shall not be obliged to provide any information concerning the costs of delivery of the Services or any part thereof or disclose the financial records of the Bidder to any such party; b) the Bidder shall not be obliged to disclose any such information for use by an actual or potential Replacement Bidder unless such a party shall have entered into a confidentiality agreement; and c) Whilst supplying information as contemplated herewith, the Bidder shall provide sufficient information to comply with the reasonable requests of the MPSEDC to enable an effective tendering process to take place but shall not be required to provide information or material which the Bidder may not disclose as a matter of law.

8.4   In assisting the MPSEDC and/or the Replacement Bidder to transfer the Services the following commercial approach shall apply: a) Where the Bidder does not have to utilize resources in addition to those normally used to deliver the Services prior to termination or expiry, the Bidder shall make no additional charges. The MPSEDC may reasonably request that support and materials already in place to provide the Services may be redeployed onto work required to effect the transition provided always that where the MPSEDC agrees in advance that such redeployment will prevent the Bidder from meeting any Service Levels, achieving any other key dates or from providing any specific deliverables to the MPSEDC, the MPSEDC shall not be entitled to claim any penalty or liquidated damages for the same. b) Where any support and materials necessary to undertake the transfer work or any costs incurred by Bidder are additional to those in place as part of the proper provision of the Services. The MPSEDC shall pay the Bidder for staff time agreed in advance at the rates agreed between the parties and for materials and other costs at a

reasonable price which shall be agreed with the MPSEDC. c) If so required by the MPSEDC, on the provision of no less than six (6) months' notice in writing, the Bidder shall continue to provide the Services or an agreed part of the Services for a period not less than 3 month and not exceeding 6 months beyond the date of termination or expiry of the Agreement. In such event the MPSEDC shall reimburse the Bidder for such elements of the Services as are provided beyond the date of termination or expiry date of the Agreement on the basis that: Materials and other costs will be charged at a reasonable price which shall be agreed between the Parties; and/or Any other fees agreed between the Parties at the time of termination or expiry.

8.5   The Bidder shall provide to the MPSEDC an analysis of the Services to the extent reasonably necessary to enable the MPSEDC to plan migration of such workload to a Replacement Bidder provided always that this analysis involves providing performance data already delivered to the MPSEDC as part of the performance monitoring regime.

8.6   The Bidder shall provide such information as the MPSEDC reasonably considers to be necessary for the actual Replacement Bidder, or any potential Replacement Bidder during any procurement process, to define the tasks which would need to be undertaken in order to ensure the smooth transition of all or any part of the Services.

8.7   The Bidder shall make available such Key Personnel who have been involved in the provision of the Services as the Parties may agree to assist the MPSEDC or a Replacement Bidder (as appropriate) in the continued support of the Services beyond the expiry or termination of the Agreement, in which event the MPSEDC shall pay for the services of such Key Personnel on a time and materials basis at the rates agreed between the parties.

8.8   The Bidder shall co-operate with the MPSEDC during the handover to a Replacement Bidder and such co-operation shall extend to, but shall not be limited to, inter-working, coordinating and access to and provision of all operational and performance documents, reports, summaries produced by the Bidder for the MPSEDC, including the configurations set up for the MPSEDC and any and all information to be provided by the Bidder to the MPSEDC under any other term of the Agreement necessary to achieve an effective transition without disruption to routine operational requirements. i. Replacement Bidder

8.9   In the event that the Services are to be transferred to a Replacement Bidder, the MPSEDC will use reasonable endeavors to ensure that the Replacement Bidder co-operates with the Bidder during the handover of the Services. ii. Transfer of Configuration Management Database.

8.10 Six (6) months prior to expiry or within 2 (two) week of notice of termination of the Agreement the Bidder shall deliver to the MPSEDC a full, accurate and up to date cut of content from the Configuration Management Database (or equivalent) used to store details of Configurable Items and Configuration Management data for all products used to support delivery of the Services.

8.11 In addition, Exit Management plan at the minimum should adhere to the following: a) Three (3) months of the support to Replacement Service Provider post termination of the Contract b) Complete handover of the Planning documents, bill of materials, functional requirements specification, technical specifications of all equipment's, change requests if any, source codes, reports, documents and other relevant items to the Replacement Service Provider/ MPSEDC c) Certificate of Acceptance from authorized representative of Replacement Service Provider issued to the Bidder on successful completion of handover and knowledge transfer d) In the event of termination or expiry of the Contract, Project Implementation, or Service Level monitoring, both Bidder and MPSEDC shall comply with the Exit Management Plan. e) During the exit management period, the Bidder shall use its best efforts to deliver the services. f) All OEM Manufacturing Warranties, Software Licenses etc. and transfer of ownership/licenses shall be carried out prior end of the exit management period.

9. Extension of Time

9.1 If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the Goods or completion of related Services, the Bidder shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Bidder's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

9.2 Except in case of Force Majeure, as provided under Clause Force majeure, a delay by the Bidder in the performance of its Delivery and Completion obligations shall render the Bidder liable to the imposition of applicable Penalties as specified under Section-IV.

C. Obligations of the Bidder

1. Standard of Performance

1.1 The bidder shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery,

materials and methods. The bidder shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties. Successful bidder shall also be responsible for the safety and security of the equipment and personnel deployed during entire contract duration.

2. Law Applicable to Services

2.1   The bidder shall perform the Services in accordance with the Contract and the Applicable Law.

2.2   Throughout the execution of the Contract, the bidder shall comply with the import of goods and services prohibitions in the Client's country when; a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or b) by an act of compliance with a decision of Government of India.

3. Reporting obligations

3.1   The bidder shall submit to the Client the reports and documents specified in Schedule of Requirements, in the form, in the numbers and within the time periods;

4. Equipment, Vehicles and Materials

4.1   Equipment, vehicles and materials made available to the Bidder by the Client or purchased by the Bidder wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Bidder shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Bidder, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

5. Confidentiality
   i. Confidential Information

5.1   All information (whether written/ tangible or oral/ Intangible) furnished by the MPSEDC or any third party to the Bidder or Bidder's Representatives/ employees/ agents, in connection with the RFP and the Contract, and all analyses, compilations, studies or other information documents or materials prepared by Bidder or Bidder's Representatives/ employees/ agents etc., in relation to information obtained by the Bidder in connection to and under the purview of the RFP and the subsequent Contract shall be considered Confidential Information.

5.2   The term confidential information does not, however, include any information which: a) was or became publicly available as a matter of law or otherwise without any disclosure by the Bidder or Bidder's Representatives; b) was or is developed by the

Bidder or Bidder's Representatives without reference to any information received from the MPSEDC in connection with the Agreement; c) has been approved for release in writing by an authorized representative of the MPSEDC.

ii. Terms of Confidentiality

5.3   Bidder shall: a) acknowledges the confidential and proprietary nature of the information; b) keep the information confidential and shall not, without the prior written consent of the MPSEDC, disclose any information to any person (including, without limitation, any member of the media, or any other individual, corporation, partnership, limited liability company, Government agency, or group) in any manner whatsoever; and c) not use any information other than for the purpose contained within the Contract terms.

5.4   Bidder may, with the prior written consent of MPSEDC, disclose any confidential information, on a need-to-know basis, internally within its organization (including its employees / agents / representatives / sub-contractors). Bidder shall be responsible for any breach of confidentiality by any of its employees/ agents/ representatives / subcontractors.

5.5   Bidder shall use all reasonable endeavors to ensure that any Government Department, Court, Contracting Authority, employee, third party to whom the Purchaser's Confidential Information is disclosed is made aware of the Bidder's obligations of confidentiality.

5.6   Bidder and/ or its agents/ employees/ representatives / subcontractors shall not (unless provided for elsewhere in the Contract), without prior written consent from the MPSEDC, disclose to any person the fact of the Contract arising out of this RFP or the information existing therein or which has been made available, that the Bidder is considering the transaction, or that discussions or negotiations are taking place or have taken place concerning the transaction or any term, condition or other fact relating to the Contract flowing from this RFP, the transaction thereof or such discussions or negotiations, including, without limitation, the status thereof.

5.7   In the event that Bidder is required by, applicable law, regulation or legal process to disclose any of the confidential information or matters contemplated hereinabove, then the Bidder shall (a) give prior prompt notice in writing to MPSEDC of such disclosure so that the MPSEDC may seek a protective order or other appropriate remedy; and (b) furnish only that portion of the confidential information which is legally required. Bidder shall reasonably cooperate with the MPSEDC to preserve the confidentiality of the Information.

5.8   MPSEDC shall retain all rights to prevent, stop and if required take the necessary punitive action against the Bidder regarding any forbidden disclosure. MPSEDC

reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to a dispute arising out of breach of obligation by the Bidder under this clause.

5.9   The Bidder shall execute a corporate non-disclosure agreement with MPSEDC in the format provided by the MPSEDC and shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure agreements, which have been duly approved by MPSEDC with respect to this project.

5.10   The Bidder may only disclose the confidential information in the following circumstances: a) with the prior written consent of MPSEDC; b) to a member of the Bidder's Team ("Authorized Person") provided the Authorized Person needs to know the confidential information for accomplishment of the Services and the Authorized Person has executed a confidentiality agreement with MPSEDC prior to receiving such information (Bidder and every other member of Bidder's Team shall ensure that such Authorized Person to whom such information is disclosed are bound by the similar confidentiality obligations as applicable to each member of Bidder's Team. Disclosure to any such Authorized Person shall be made in confidence on need to know basis i.e., so far as may be necessary for such Authorized Person for the purposes of performance of the obligations of the Agreement); and c) if and to the extent that the Bidder is compelled legally to disclose the confidential information.

5.11   When the Bidder is aware of any steps being taken or considered to compel legally the Bidder or an Authorized Person to disclose the confidential information, it shall: a) to the extent legally permitted, defer and limit the disclosure with a view to preserving the confidentiality of the confidential information as much as possible; b) promptly notify MPSEDC; and c) do anything reasonably required by MPSEDC to oppose or restrict that disclosure.

5.12   The Bidder shall notify MPSEDC promptly if it is aware of any disclosure of the confidential information otherwise than as permitted by under the RFP or with the authority of the MPSEDC.

iii. Publicity, Media and Official Enquiries

5.13   Bidder undertakes not to make any press announcement or publicize the Contract flowing out of this RFP or any part thereof in any way, except with the prior written consent of the MPSEDC.

5.14   Bidder undertakes to take all reasonable steps to ensure that its servants/ employees/ agents / representatives/ professional advisors / subcontractors and consultants comply with the RFP and the Contract.

6. Security and Safety

6.1   The Bidder shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act or any other applicable law, IT Security Manual of MPSEDC as specified by MPSEDC from time to time and follow the industry standards related to safety and security (including those as specified by MPSEDC from time to time), insofar as it applies to the provision of the Products/Services/Deliverables under the RFP and the resulting agreement.

6.2   The Bidder shall also comply with MPSEDC security standards and policies in force from time to time at each location of which MPSEDC or its nominated agencies make the Bidder aware in writing insofar as the same apply to the provision of the Products, Services and Deliverables.

6.3   The Parties shall use reasonable endeavors to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with MPSEDC as the case may be or any of their nominee's data, facilities or the confidential information.

6.4   The Bidder shall upon reasonable request by MPSEDC as the case may be or their nominee(s) participate in regular meetings when safety and Information Technology security matters are reviewed.

6.5   As per the provisions of the RFP, the Bidder shall promptly report in writing to MPSEDC or its nominated agencies, 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 the facilities of MPSEDC as the case may be.

D.   Obligations of the Client

1. Assistance and Exemptions

1.1   Unless otherwise specified in the RFP, the Client shall use its best efforts to:

   a) Assist the bidder with obtaining work permits and such other documents as shall be necessary to enable the bidder to perform the Services.

   b) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

2. Access to Project Site

2.1   The Client warrants that the bidder shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services.

3. Services, Facilities and Property of the Client

3.1   The Client shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference at the times and in the manner specified.

4. Counterpart Personnel

4.1   The Client shall make available to the Bidder free of charge such professional and support counterpart personnel, to be nominated by the Client, if specified in Schedule of Requirements.

4.2   Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Bidder. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Bidder that is consistent with the position occupied by such member, the Bidder may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

E.   Payments to the Bidder

1. Terms of Payment

1.1   Bidder shall invoice all payments after receiving due approval/acceptance of Products/Services / Deliverables from MPSEDC. Such invoices shall be correct and accurate and shall be raised in a timely manner.

1.2   Subject to accomplishmentto obligations of Bidder and delivery of Products/Services / Deliverables to the satisfaction of MPSEDC, undisputed payment shall be made by MPSEDC upon receipt of payment invoice along with supporting documents.

1.3   Bidder's request for payment shall be made to the MPSEDC in writing, accompanied by an invoice describing when the Products and/or Services supplied are accepted; and all taxes, duties and other charges of the products and services have been duly paid by the Bidder.

1.4   All payments agreed to be made by MPSEDC to the Bidder in accordance with the Bid shall be inclusive of all, statutory levies, duties, taxes and other charges whenever levied/applicable including costs of maintenance, if any and MPSEDC shall not be liable to pay any such levies/other charges under or in relation to this Contract and/or the Services.

1.5   No invoice for extra work/ change order on account of change order will be submitted by the Bidder unless the said extra work / change order has been authorized/ approved by the MPSEDC in writing.

1.6   In the event of MPSEDC noticing at any time that any amount has been disbursed wrongly to the Bidder or any other amount is due from the Bidder to the MPSEDC under

this RFP, MPSEDC may without prejudice to its rights recover such amounts by other means after notifying the Bidder or deduct such amount from any payment falling due to the Bidder under this RFP.

1.7 The Bidder shall be solely responsible to make payment to its personnel, sub-contractors, OEMs, third parties.

i. Deductions

1.8 MPSEDC shall be at liberty to deduct penalties/liquidated damages from the invoices raised by the Bidder as calculated by MPSEDC for non-adherence to Service Level Agreements.

1.9 All payments to the Bidder shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which MPSEDC may have paid or incurred, for which under the provisions of the Contract, the Bidder is liable, the same shall be deducted by MPSEDC from any dues to the Bidder. All payments to the Bidder shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the MPSEDC to the Bidder on chargeable basis.

1.10 MPSEDC shall provide the Bidder with the original tax receipt of any withholding taxes paid by MPSEDC or its nominated agencies on payments under the RFP after its payment. Bidder agrees to reimburse and hold MPSEDC or its nominated agencies harmless from and against any claims, losses, expenses (including attorney fees, court fees) etc. arising out of deficiency (including penalties and interest) in payment of taxes that is the responsibility of the Bidder.

ii. Taxes and Duties

1.11 For Goods and Services supplied from outside the Purchaser's country, the Bidder/SP shall be entirely responsible for all applicable taxes, license fees, and other such levies imposed outside the Purchaser's country. The basic price quoted item wise by the bidder in respect of the transaction between MPSEDC & the Bidder shall include all taxes & duties and charges payable by the Bidder except for the GST, CGST or IGST, as the case may be, at applicable rate shall be quoted alongside the basic price for all the items.

1.12 For Goods and Services supplied locally, the Bidder shall be entirely responsible for all taxes, duties, license fees, cess etc., incurred until delivery of the contracted Goods and Services to the MPSEDC.

1.13 Any taxes at the time of supply of Goods and Services shall be applicable as per the Law.

1.14 Any changes, revision or enactment in taxes and duties during the period of validity of the Bids and also during the Contract period by Central/State/Other Government bodies will be considered and applied after due consideration. In case where the Bidder has

quoted incorrect tax rate at the time of bidding for any Good or Service, the same shall be calculated as per prevailing rate at the time of payment and equitable adjustment shall be made on the price quoted by the Bidder for the Good or Service. The decision of MPSEDC in this regard shall be final and binding on both the parties.

1.15 While quoting the base price against any Good or Service, benefit of Input Tax Credit (ITC) should be adjusted in the quoted price by the Bidder.

1.16 Goods & Services Tax in respect of the transactions between the Purchaser and the Bidder under the Contract should be indicated separately wherever applicable in the Financial Bid and same shall also be included in the quoted Total Bid Price. Further, all taxes & duties, levies & charges for the items outside the ambit of relevant GST Act (if any) shall be deemed to be included in the Bid Price, whether or not quoted. Any statutory revision in taxes for transaction between the Bidder and MPSEDC which were quoted by the Bidder during bidding shall be on part of MPSEDC, provided that the correct tax rate quoted by the Bidder at the time of bidding.

1.17 Any Income Tax, surcharge on Income Tax and any other Corporate Tax is attracted under the law, the Bidder shall be responsible for payment of such taxes to the concerned authority. Further, any personal Income Tax leviable on expatriate personnel posted for the purpose of performing the contract, shall be to the Bidder's account and the Purchaser shall be kept fully indemnified in this regard.

1.18 Notwithstanding anything to contrary, the Bidder's right to payment under the Contract is subject to issuance of valid tax invoice, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with respective GST Acts.

1.19 Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both MPSEDC and the Bidder so that both parties follow the same procedure for disclosing the transactions in their respective returns. Notwithstanding anything in the contract, penalty / damages shall be recovered in case the Bidder makes a default in following the agreed procedure.

1.20 The Bidder shall issue tax invoices, file appropriate returns, and deposit the applicable GST to the account of appropriate Government within the time limit prescribed under the relevant GST Law. In case any penalty demand is raised on MPSEDC due to default by the Contractor, same shall be recovered from the Contractor to make good the loss.

1.21 Issuance of e-way bill shall be done by the Bidder, as per applicable rules ensuring all compliances as per relevant GST law.

1.22 The Bidder shall transfer the tax benefit derived from implementation of GST in the form of Increase availability of Input Tax Credit , reduction in tax etc. as per Anti-

Profiteering and other(s)provisions under GST Law.

iii. Currency of Payment

1.23 Any payment under this Contract shall be made in the Indian Rupees (INR).

F. Fairness and Good Faith

1. Good Faith

1.1   The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

G. Settlement of Disputes and Risk Purchase

1. Settlement and Conciliation

1.1   MPSEDC and the successful bidder shall make every effort to resolve amicably by direct informal or formal form of negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

1.2   A committee headed by Managing Director, MPSEDC shall be formed comprising of the selected officers of the Purchaser. The committee and the successful bidder shall perform formal negotiations and shall try to resolve the disputes in amicable manner.

1.3   If, after thirty (30) days from the commencement of such negotiations, the selected Bidder and MPSEDC are unable to amicably resolve dispute, then both parties shall try to resolve the matter in consultation and directions of Secretary (Department of Science & Technology, Govt. of MP).

2. Arbitration

1.1   In case of Dispute or difference arising between the Purchaser and the Bidder relating to any matter arising out of or connected with this Contract remains unsettled, such disputes or difference shall be settled in accordance with the Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983 as amended from time to time by a sole arbitrator, appointed by both the parties.

1.2   Arbitration proceedings shall be held at Bhopal, Madhya Pradesh and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be English.

1.3   The decision of the arbitrator shall be final and binding upon both the parties. The expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

1.4   Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 180 days of receipt of notification of dispute.

3. Risk Purchase

1.1   If the SP/Bidder fails to perform its obligations (or any part thereof) under the Agreement or if the Agreement is terminated due to breach of any obligations and/or terms and

conditions by the SP/Bidder under the Agreement, MPSEDC reserves the right to procure the same or equivalent Services from alternative sources at the SP/Bidder's risk and responsibility. Any incremental cost borne by the MPSEDC in procuring such Services shall be borne by the SP/Bidder. Any such incremental cost incurred in the procurement of such Services from alternative source will be recovered from the undisputed pending due and payable Payments /Security Deposit / Performance Bank Guarantee provided by the successful bidder under the Agreement and if the value of the Services under risk purchase exceeds the amount of Security Deposit and / or Performance Bank Guarantee, the same may be recovered, if necessary, by due legal process.

SECTION-VI FORMS AND ANNEXURES

Annexure -I
Form 1: Notice of Intent to submit proposal in response to RFP
(To be submitted on the Letterhead of the responding firm)

{Place}
{Date}

To,

Chief General Manager,
MPSEDC, State IT Centre,
Arera Hills, Bhopal

Ref: RFP Notification no <xxxx> dated <dd/mm/yy>

Subject:Submission of proposal in response to the RFP for "Deployment & Integration of SDWAN solution in MPSWAN".

Dear Sir/Madam,

1. Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP Notification no <xxxx> dated <dd/mm/yy> for "Deployment & Integration of SDWAN solution in MPSWAN", in full conformity with the said RFP document.

2. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

3. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of **180days** from the closing date fixed for submission of proposals as stipulated in the RFP document. The EMD of **Rs 43 Lakh** submitted by us online. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith.

4. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

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

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

Our correspondence details with regards to this proposal are:

S.No	Information	Details
1	Name of responding firm:	
2	Address of responding firm:	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
4	Telephone no. of contact person:	
5	Mobile no. of contact person:	
6	Fax no. of contact person:	
7	E-mail address of contact person:	

We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,
[FIRMS NAME]
Name ……………
Title ………………
Signature
Date ………………

Form-2: Details of the responding Firm

Tender No:		
1.	Name of Company or Firm:	
2.	Legal status (e.g. incorporated private company, partnership etc.):	
3.	Country of incorporation:	
4.	Registered address:	
5.	Year of Incorporation:	
6.	Year of commencement of business:	
7.	Principal place of business:	
8.	Brief description of the Company including details of its main lines of business	
9.	Name, designation, address and phone numbers of authorized signatory of the Bidder:	
	Name:	
	Designation:	
	Company:	
	Address:	
	Phone No.:	
	Fax No. :	
	E-mail address:	

Form-3: Financial Capacity of the responding Firm

Aggregated turnover for above Financial Years

S.No	Financial year	Turnover

Certificate from the Statutory Auditor

This is to certify that.................... (Name of the Bidder) has received the payments shownabove against the respective years.

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the authorized signatory)

Form-4: Details of Experience of responding firm

[Using the format below, the responding firm should provide information on the similar assignments as required for pre-qualification criteria/technical evaluation criteria]

S.No	Item	Details
General Information		
1	Customer Name	
2	Name of the contact person and contact	
	details for the client of the assignment	
Projects/Assignment Details		
3	Project Title	
4	Start Date/End Date	
5	Current Status (work in progress, completed)	
6	Number of staff deployed on the assignment	
7	Skill set and experience of the staff deployed	
	on the assignment	
Size of the project		
8	Order Value of the project (in Rs. Lakhs)	
Narrative description of project: (Highlight the components / services involved in the project which are of similar nature to the project for which this RFP is floated.		
Description of actual services provided by your staff within the project and their relevance to the envisaged components / services involved in the project for which this RFP is floated.		
Description of the key areas where significant contributions are made for the success of the project.		

Note: The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder

Form-5 -Affidavit for non-blacklisting of the company/firm
(To be executed on official letterhead of the company/firm)

I/We _____ (Name of Person/s)

_____ (Designation) of _____

(Name of company/firm) with registered office at _____

hereby declare that our company/firm has not been blacklisted by any department of Government of India and/or any state government and/or any public sector undertakings.

The information furnished by me is true and in future, if it is found that the information given by me is false**,** Madhya Pradesh State Electronics Development Corporation (MPSEDC) is free to take any legal action including blacklisting, termination of contract, etc. against me and/or my company/firm.

Place: _____ **Signature:** _____

Date: _____ **Name:** _____

Designation: _____

(Authorized Signatory)

Name of Signatory:

Bidder Name:

Date -

Place -

Form-6: Format for Submission of written queries for clarifications

S.No	Section	Clause no.	Existing Text of the clause/provision in the RFP	Clarification/ modification sought
1				
2				
..				
...				

Form-7: Format for Statement of No Deviation from the RFP
(duly notarized on Rs 1.000/- stamp paper)

To,

        The Managing Director,

        M.P. State Electronics Development Corporation Limited (MPSEDC),

        47-A, Arera Hills, State IT Center,

        Bhopal, Madhya Pradesh – 462011 Date: DD/MM/YYYY

Sub: Undertaking of no deviation from RFP terms and condition

Ref: Tender for "Deployment & Integration of SDWAN solution in MPSWAN"(RFP No: _____ Dated: __/__/____)

Dear Sir,

      This is to confirm that the proposal/bid submitted by <>, is in complete agreement with the RFP 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.:------------------------

Form-8: Manufacturer Authorization Form (MAF)

Ref No: ………………… **Dated:…………………**

To,

       Chief General Manager
       M.P. State Electronics Dev. Corpn. Ltd.
       State IT Centre, 47A, Arera hills, Bhopal

Ref: Tender of Deployment & Integration of SDWAN solution in MPSWAN, (Tender No: _____ Dated: __/__/____).

Dear Sir,

      We_____who are established and reputed Manufacturers of_____having development centers at_____(Address of the Development center) do hereby authorize M/s_____(Name & Address of agent) to submit a bid, and subsequently negotiate and sign the contract with you against the above tender.

      The M/s_____(Name & Address of agent) is responsible for the completed activities defined in this RFP including provisioning of licenses, Configuration and customization of the tool etc.

      We hereby extend our full support and also in meeting any obligations by providing necessary spares in time for the goods & services offered by the above firm against this tender, as per standard as well as MPSEDC terms.
Yours faithfully

                          (Name)
                   (Name of the manufacturer)

Note: This letter of authority should be on the letter head of the manufacturer and should be signed by a person competent and having a power of attorney to bind the manufacturer. The bidder in its bid should include it.

Annexure - II: Financial Proposal Formats
1. Covering Letter for Financial Proposal
To

       Chief General Manager,
       MPSEDC, State IT Centre,
       47-A, Arera Hills,
       Bhopal

Sub: **Submission of Financial Proposal**

Ref: Tender for "Deployment & Integration of SDWAN solution in MPSWAN"(Tender No: _____ Dated: __/__/___).

Dear Sir,

      Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP. We attach hereto our responses to financial proposals as required by the RFP.

      We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents delivered or to be delivered to MPSEDC is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

      We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

      We agree for unconditional acceptance of all the terms and conditions set out in the Tender document and also agree to abide by this tender response for a period of 180 days from the date fixed for bid opening.

      We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

      It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

                   Thanking you,

                   Yours Faithfully
                   [Authorized Signatory]
                   [Designation] --------------

[Place]--------------------

[Date and Time]----------------

[Seal & Sign]------------------

[Business Address]----------------

2 Financial Bid:

Tender for "Deployment & Integration of SDWAN solution in MPSWAN".

(Tender No. – MPSEDC/………………………)

Table – A (BoQ):

S.No.	Product/Item	Quantity Required (A)	Unit Base Price (B)	Total price C= AxB
1	Aggregation Router	3		
2	L3 – Core Switch	3		
3	L2/L3 – NOC Switch	2		
4	SDWAN - HUB CPE	3		
5	Perimeter Firewall/UTM	2		
6	SDWAN Centralized Management / Orchestration Solution	1		
7	SDWAN Logs & Analytics/Reporting Solution	1		
8	L2 - Manageable Switch – 8P	400		
9	L2/L3 - Manageable Switch – 48P	400		
10	SDWAN – CHQ CPE	9		
11	SDWAN – DHQ CPE	45		
12	SDWAN – BHQ CPE	346		
Total (In Figures) (in INR)				
Total (In Words) (in INR)				

Note:
1. Prices should be inclusive of freight etc. except GST.
2. Applicable GST will be paid as actuals at the time of billing.
3. L1 as the lowest rate will be considered for above **"Table – A"**.
4. Warranty: 5 years comprehensive onsite warranty from the date of Commissioning.
5. The quantity of hardware may increase or decrease as per actual requirement. Payment shall be made as per actual quantity defined in work order.
6. Payment shall be made as per the payment terms specified in the tender document.

7. The bidder with lowest rate quoted in Financial Bid in the table above will be considered as be the successful bidder. In case of mismatch between rates in numeric and words the rates quoted in words will be considered as quoted rates.

8. Prices: To be quoted as per FOR destination.

9. Devices quoted should not have the End of Support (EoS) for next 5 years from the date of installation.

10. In case of tie between multiple bidders for quoting the same L1 rates then bidder with the highest turnover as per eligibility criteria will be declared as the successful bidder.

11. MPSEDC will not pay any additional Charges for monitoring of installed equipment, which includes NMS and hardware; successful bidder has to install their NMS at MPSWAN Premises.

12. The successful bidder must ensure the proposed devices/equipment/hardware and SFPs should be from same OEM.

13. The successful bidder will be responsible to register all the hardware and software purchased under this contract in the name of MPSEDC, prior to the Final Acceptance Test.

14. The successful bidder will be responsible to provide all the required SFP (Optical/Electrical) in any/all of the devices without additional cost to MPSEDC.

Signature of the Bidder
With stamp and date

Annexure - III: Format of Performance Bank Guarantee

[Date]
To

Chief General Manager,
MPSEDC, State IT Centre,
47-A, Arera Hills,
Bhopal

Sub: **Performance bank Guarantee for RFP for Deployment & Integration of SDWAN solution in MPSWAN.**

Ref: RFP for Deployment & Integration of SDWAN solution in MPSWAN.
(Tender No: XXXX Dated: XXXXXX)

Dear Sir,
WHEREAS

M/s. (name of bidder), a company registered under the Companies Act, 1956, having its registered office at (address of the bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated .... (Herein after, referred to as "Contract") with you (Madhya Pradesh Electronic Development Corporation (MPSEDC)) for RFP for Deployment & Integration of SDWAN solution in MPSWAN.

We are aware of the fact that as per the terms of the contract, M/s. (name of bidder) is required to furnish an unconditional and irrevocable bank guarantee of amount of 3% value of the workorder in favour of MPSEDC for the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee. Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of amount Rs .... (.................), without any demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This PBG shall be remaining valid during the entire engagement period and additional six months subject to the terms and conditions in the said Contract.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights to pursue legal remedies against MPSEDC and other Concerned Government Departments of Madhya Pradesh.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to the amount of Rs Rs .... (................),, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein, our liability under this Performance Bank Guarantee shall not exceed amount INRRs .... (................),. The PBG shall be remain valid during the entire contract period and additional six months. We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only if we receive a written claim or demand on or before .... (Date) from start of contract period for Deployment & Integration of SDWAN solution in MPSWAN.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in Bhopal (M.P) for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.

Dated …………………… this ……….. Day …………. 2018.

Yours faithfully,
For and on behalf of the ……………………Bank,
(Signature)
Designation ………………………………..
(Address of the Bank)

Note:

This guarantee will attract stamp duty on PBG **as per GoMP rules @ 0.25% of the contract value subject to maximum of Twenty Five Thousand Rupees.**

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

Appendix–I - Minimum Technical Specifications:

(1) AGGREGATION – ROUTER

Sr. No	TECHNICAL PARAMETERS	Compliance (Yes/No)	Bid Page No.
1	The Router should support minimum 800Gbps backplane throughput. 4x100GE QSFP and 20x10G SFP+ Ports from Day-1.Required SFP transceivers are 12 Nos. of 10G SM SFP's, 8 No.s of 10G MM SFP's and 2 Nos of 100G MM QSFP's from day-1. The SFP transceivers will be provided by SI as per requirement.		
2	Power Supply - Should have redundant power supply		
3	Solution should be IPv4 and IPv6 compliant.		
4	Must have out-of-band Management port / Console port		
5	Router should support Static route,OSPF, OSPF ECMP, OSPF ,MP-BGP, eBGP, iBGP		
6	Router shall support L2VPN: VPLS, VPWS		
7	Router shall support L3VPN, VRF		
8	Router shall support RSVP-TE,LDP,BGP-LU		
9	Router shall support aggregation of links.		
10	Router shall support ERPS for sub 50 msec protection.		
11	Router shall support VRRP,LLDP,Graceful Restart		
12	Router shall support IPV4 and IPV6, IGMP, MLD, and PIM-SM & SSM, ECMP		
13	The switch/router shall provide per-service, per-forwarding class queuing and shaping features.		
14	The router shall provide following QoS features: Classification, Policer, Shaper		
15	Router shall support QOS on all kind of Ethernet interface with minimum 8 queues.		
16	Router shall support QoS Strict Priority Scheduling		
17	Router shall support MPLS QoS		
18	Router shall support L3 ACL		
19	Router shall support URPF		
20	Support of authentication using Radius,• TACACS		
21	Authentication routing protocols: OSPF, BGP.		
22	Support SSH, Telnet, CLI,Web GUI,NTP		
23	Support Syslog / SNMP Traps for Event Notification		

(2) L3 – CORE SWITCH

TECHNICAL PARAMETERS		Compliance (Yes/No)	Bid Page No.
Environmental	The switch should provide the below port configuration		
	• 48x10/25G SFP28 Ports		
	• 8x100G QSFP Ports		
	Switching fabric / Capacity: 2 Tbps or more.		
	Forwarding rate: 2 Bpps or more.		
	RAM: 4GB minimum		
	Flash: 4GB minimum		
Layer 2 Features	Support Minimum – 128K MAC table entries and 4000 active VLAN		
	Support 802.1D, 802.1S, 802.1w, and 802.1x standards, 802.1p Priority, 802.1Q VLAN, Tagged VLAN, port based VLANs, VLAN stacking and Private VLAN		
	Support IGMP v1/v2/v3 snooping, IGMP Snooping and IGMP Querying, MLD snooping, UDLD or equivalent Protocol.		
	Switch should support LLDP or similar functionality.		
	Switch should support Quality of service (QoS)		
Layer 3 Features	Should support Static routing for IPv4 and IPv6.		
	Should support RIP, OPSF and VRRP		
Management	Should have dedicated console port for management		
	Switch needs to have a CLI, GUI interface		
	Should support Auto MDI-II/MDI-X		
	Support SNMP V1, V2c and V3, RMON, Telnet and SSH, IPv4 and IPv6 Dual Stack.		
	Support DHCP snooping, IP source guard and Dynamic ARP Inspection (DAI), Support MAC address filtering, MAC address lock-down/Port Security, Tri-Authentication: MAC-based, web-based, IEEE 802.1x		
	Switch should support RADIUS or equivalent authentication enable centralized control of switch and restrict unauthorized users from changing the configurations and (TACACS+)		
Miscellaneous	Environment & Safety:- Operating Temperature 0 to 45 C or better		
	All offered Switches and SFP should be from same OEM.		
	The offered product or any product from the offered product family/ product series should be VAPT certification		

	Compliance (Yes/No)	Bid Page No.
OEM Must have ISO 9001, ISO 14001		
OEM Should have TL 9000 Certification		
The offered product or any product from the offered product family/ product series should be TSEC certified against LAN Switch TEC GR of March 2014 / latest TEC GR .		
OEM Should have register office & Manufacturing facility in India from last 5 years		
Should have Dual AC power supply support for 100 – 240V, 50 to 60 Hz		

(3) L2/L3- NOC SWITCH

	TECHNICAL PARAMETERS	Compliance (Yes/No)	Bid Page No.
Environmental	The switch should have a redundant power supply and fan unit.		
	The switch should provide the below port configuration. The SFP transceivers will be provided by SI as per requirement.		
	• 48x1G BASE-T Ports		
	• 4x 10GE		
	• 1x 40G		
	Switching fabric / Capacity: 680 Gbps or more.		
	Forwarding rate: 505 Mpps or more.		
	RAM: 2GB minimum		
	Flash: 2GB minimum		
	Packet Buffer: 12MB minimum		
Layer 2 Features	Support Minimum – 128K MAC table entries and 4000 active VLAN		
	Support 802.1D, 802.1S, 802.1w, and 802.1x standards, 802.1p Priority, 802.1Q VLAN, Tagged VLAN, port based VLANs, VLAN stacking and Private VLAN		
	Support IGMP v1/v2/v3 snooping, IGMP Snooping and IGMP Querying, MLD snooping, UDLD or equivalent Protocol.		
	Switch should support LLDP or similar functionality.		
	Switch should support Quality of service (QoS)		

Layer 3 Features:	Should support Static routing for IPv4 and IPv6.		
	Should support RIP, OPSF ,BGP and VRRP		
Management	Should have dedicated console port for management		
	Switch needs to have a CLI, GUI interface		
	Should support Auto MDI-II/MDI-X		
	Support SNMP V1, V2c and V3, RMON, Telnet and SSH, IPv4 and IPv6 Dual Stack.		
	Support DHCP snooping, IP source guard and Dynamic ARP Inspection (DAI), Support MAC address filtering, MAC address lock-down/Port Security, Tri-Authentication: MAC-based, web-based, IEEE 802.1x		
	Switch should support RADIUS or equivalent authentication enable centralized control of switch and restrict unauthorized users from changing the configurations and (TACACS+)		
Miscellaneous	Environment & Safety:- Operating Temperature 0 to 55 C or better		
	All offered Switches and SFP from same OEM.		
	The Offered product should be IPv6 Logo Ready logo approved and duly certified from day 1		
	The offered product or any product from the offered product family/ product series should be VAPT certification		
	OEM Must have ISO 9001, ISO 14001		
	OEM Should have TL 9000 Certification		
	The offered product or any product from the offered product family/ product series should be TSEC certified against LAN Switch TEC GR of March 2014 / latest TEC GR .		
	The product should meet the local content value addition of min. 60% in compliance to DPIIT's approved Nodal Ministry DoT's notification dated 29th August 2018. Form-1 is to be submitted by the bidder duly declared by the OEM.		
	OEM Should have register office & Manufacturing facility in India from last 5 years		

(4) PERIMETER – FIREWALL/UTM

Item Description	Technical Specification	Compliance (Yes/No)	Bid Page No
Hardware Architecture	The proposed hardware based firewall should not consume more than 1RU Rack-mountable space.		
	Proposed Firewall should not be proprietary ASIC based in nature & should be multi-core cpu's based architecture to protect latest security threats.		
Performance & Scalability	Appliance must have one Console port, dedicated one management Port, two USB port and redundant power supply		
	The device should have 2 x 100/40-GbE QSFP28, 8 x 25/10/5/2.5-GbE SFP28, 4x10G/5G/2.5G/1G (SFP+), 4 x 10G/5G/2.5G/1G (Cu); 16 x 1GbE (Cu) 2 USB 3.0, 1 Console, 1 Mgmt. port., 4 x 10GbE SFP+, 4 x 10G Cu & 16 x 1G Copper ports from day 1. The SFP transceivers will be provided by SI as per requirement.		
	Appliance should have 1.5 TB Built in Storage from day 1.		
	Appliance should support 40 Gbps or more Firewall throughput & 27 Gbps or more IPS throughput.		
	Appliance should support 27 Gbps or more Threat Protection throughput with FW, IPS, Gateway AV, Anti-Spyware, IPS and Application Control enabled.		
	The device should have Concurrent Sessions: 14 Million or higher & New connection/Sec: 250,000 or higher		
	Firewall Should support at least 21 Gbps or more IPSec VPN throughput and 5500 IPSec Site-to-Site VPN tunnels & 5000 IPSec VPN clients.		
	Firewall Should support at least 9 Gbps or more TLS/SSL inspection & decryption throughput and 2500 SSL VPN clients. The appliance should have 1,450,000 SSL DPI connections.		

	Should support BGP,OSPF, RIP v1/v2 routing protocol and IPv4 & IPv6 functionality (Both phase 1 and Phase2).		
	Firewall should support manual NAT and Auto-NAT, Static NAT, Dynamic PAT, PAT etc		
	Should have Layer 2 bridge or transparent mode, Wire mode, Sniffer mode /Tap mode		
	Should support Zero-Touch registration & provisioning using mobile App.		
	solution should support policy based routing,Application based routing and also Multi Path routing.		
	Application Control : The proposed system shall have the ability to detect, log and take action against network traffic based on over 3500 application signatures		
General Firewall Features	Should have extensive protocol support to identify common protocols such as HTTP/S, FTP, SMTP, SMBv1/v2 and others, which do not send data in raw TCP, and decode payloads for malware inspection, even if they do not run on standard, well-known ports.		
	Firewall should support Link aggregation (static and dynamic) to provide additional level of redundancy.		
	Firewall should support static routing ,Dynamic Routing and WAN loadbalancing for redundant or backup Internet connections.		
	The appliance should be capable of scanning raw TCP streams on any port bi-directionally preventing attacks that they to sneak by outdated security systems that focus on securing a few well-known ports.		
	Should support deep packet SSL to decrypt HTTPS traffic for scanning (IPS,Gateway Antivirus,Content Filtering, Application control) transparently and send to destination if no threat found.		
	The Firewall should Support for TLS 1.3 to improve overall security on the firewall. This should be implemented in Firewall Management, SSL VPN and DPI.		

	Firewall should support clientless SSL VPN technology or an easy to manage IPSec client for easy access to email, files, computers, intranet sites and applications from a variety of platforms..		
	Should support Redundant VPN gateway when primary and secondary VPN can be configured to allow seamless, automatic failover and failback		
	Solution should have inbuilt support of DES, 3DES, AES 128/192/256 encryption MD5, SHA and Pre-shared keys & Digital certificate based authentication connection tunnel.		
	Should support Route-based VPN that allow dynamic routing over VPN links to ensure continuous uptime in the event of a temporary VPN tunnel failure, by seamlessly re-routing traffic between endpoints through alternate routes.		
	Solution should support Dead Peer Detection, DHCP Over VPN, IPSec NAT Traversal, Route-based VPN over OSPF, RIP, BGP.		
	Proposed solution must support application inspections on following protocols DNS,FTP,H.323 ,SMTP,SQLnet, RTSP, Skinny, SMBv1/v2,SIP, NetBios,TFTP,SNMP etc.		
	Solution should support User identification and activity available through seamless AD/LDAP/Citrix/Terminal Services SSO integration combined with extensive information obtained through Deep Packet Inspection.		
	Proposed solution must have Mac IP Spoof Prevention,Jumbo frames support & IP Helper for other than DHCP.		
	Firewall should have Pictorial view of a particular access rule, NAT and Routing rule which helps in finding real-time statistics. Displays the rules which are actively used or not being used & enabled or disabled..		

	Firewall should scan for threats in both inbound and outbound and intra-zone traffic for malware in files of unlimited length and size across all ports and TCP streams by GAV & Cloud AV.		
	The proposed firewall should have Bi-directional raw TCP inspection that scans raw TCP streams on any port and bi-directionally to detect and prevent both inbound and outbound threats		
	Antivirus should provide real-time detection of viruses and malicious code at the gateway for SMTP, POP3, HTTP, FTP etc		
	Firewall must have Proxy-less and non-buffering inspection technology for DPI scanning without introducing file and stream size limitations, and can be applied on common protocols as well as raw TCP streams..		
Firewall Security Features	Solution should have single-pass DPI architecture simultaneously scans for malware, intrusions and application identification and ensuring that all threat information is correlated in a single architecture		
	Firewall must have integrated IPS shall be able to scan packet payloads for vulnerabilities and exploits, covering a broad spectrum of attacks and vulnerabilities. Should have at least 5000 IPS Signatures or 20K DPI signatures, 50 million Could AV signatures.		
	Should protect against DDoS/DoS attack using both Layer 3 SYN proxy and Layer 2 SYN blacklisting technologies.It protects against DOS/DDoS through UDP/ICMP flood protection and connection rate limiting.		
	Should have facility to block the URL's based on categories, granular control like Allow/Block, Bandwidth Management, Passphrase override, Notify. URL database should have at least 15-20 million sites and 85+ categories.		

	Shall be able to configure traffic shaping on a per policy basis for specific application/ Specific networks and should be able to define guaranteed bandwidth and maximum bandwidth per policy.		
	Should have advanced QoS that guarantees critical communications with 802.1p, DSCP tagging, and remapping of VoIP traffic on the network.		
	Firewall should support HTTP Request tempering protection, Directory traversal prevention, SQL injection Protection, Cross site scripting Protection (XSS) & DNS security		
	Should provide complete protection by performing full decryption and inspection of TLS/SSL and SSH encrypted connections regardless of port or protocol.		
	Solution should have cloud based Multi-engine Sandboxing for preventing zero day threats. The solution should also support for on-premise multi-engine sandboxing and should be from the same Firewall OEM for seamless integration.		
	The Sandbox should have technology that detects and blocks malware that does not exhibit any malicious behaviour and hides its weaponry via encryption. Should detect and block mass-market, zero-day threats and unknown malware. The technology should discover packed malware code that has been compressed to avoid detection, the technology should allow the malware to reveal itself by unpacking its compressed code in memory in a secure sandbox environment. It should see what code sequences are found within and compares it to what it has already seen. The Firewall should have the capability to block/prevent from Side Channel attacks like Meltdown, Spectre, Foreshadow, Foreshadow-NG, Portsmash etc.		
	Should support both for analysis of a broad range of file types, either individually or as a group, including executable programs (PE),		

	DLL, PDFs, MS Office documents, archives, JAR, and APK plus multiple operating systems including Windows, Android, Mac OS X and multi-browser environments.		
	Should have ability to prevent potentially malicious files from entering the network and those files sent to the sandbox for analysis to be held at the gateway until a verdict is determined.		
	Deep packet SSL should be available on the same platform & License for DPI SSL should be along with appliance.		
	The Firewall solution should have detection and prevention capabilities for C&C communications and data exfiltration.		
	Firewall Identifies and controls network traffic going to or coming from specific countries to either protect against attacks from known or suspected origins of threat activity, or to investigate suspicious traffic originating from the network. Ability to create custom country and Botnet lists to override an incorrect country or Botnet tag associated with an IP address.		
High-Availability Features	The proposed solution should support active-passive / standby high availability.		
	The device should have stateful session failover to a standby appliance in the event of a hardware failure without any manual intervention. The device should have Active-Passive with stateful synchronization from day 1.		
Visibility and Monitoring	Should provide real-time monitoring and visualization provides a graphical representation of top applications , top address,top users and intrusion by sessions for granular insight into traffic across the network.		
	The system should provide GUI panels and actionable dashboards with general information, system status,system usage,network interface status,security services information & High availability status.		
	Solution should support granular network		

	visibility of network topology along with host info.		
	Solution should have real-time visibility of infected hosts,critical attacks,encrypted traffic information & observed threats.		
Management & Reporting Feature	The management platform must be accessible via a web-based interface and without any additional client software		
	Firewall should support management via Cli, SSH ,GUI and support for SNMPv2/3..		
	The solution should have Centralize management which includes configuration, logging, monitoring, and reporting are performed by the Management Centre on-prem and/or on cloud. The Central Management platform should be on-premise and should have necessary resource allocation for smooth functioning of the management and analytics.		
	The Centralize management platform should support multidevice firmware upgrade,certificate management,global policy template to push config across multiple firewall in single click.		
	The Centralize management platform should support account lockout security & account access control through whitelisted IPs.		
	The on prem Centralize management platform should support closed network deployment with High Availability & 2FA via mail/MS/Google authenticator.		
	The solution should store syslog in local storage or remote appliance. OEM can offer individual solution for logging and reporting based architecture to meet the requirements.		
	Firewall should have reporting facility to generate reports on virus detected over different protocols, top sources for viruses, destination for viruses, top viruses etc.		
	Should have options to generate reports in terms of which are the frequent attacks as well as top sources and destination for attacks in different formats such as PDF/TEXT/ CSV		

	The solution should have configurable options to send the alert emails based on event type & reports as a mail to the designated email address		
	Analytics platform have Real-time risk monitoring and analysis of all network and user traffic that passes through the firewall ecosystem		
	The solution should support Cloud-based configuration backup.		
	The solution should support IPFIX or NetFlow protocols for real-time and historical monitoring and reporting		
	The solution should have Application Visualization and Intelligence - should show historic and real-time reports of what applications are being used, and by which users. Reports should be completely customizable using intuitive filtering and drill-down capabilities.		
	Logging and reporting solution should be supported. Should have Multi-Tenant and Device Group level management		
	Should have reporting facility to generate reports on virus detected over different protocols, top sources for viruses, destination for viruses, top viruses etc.		
	The solution shall have readymade template to generate reports like complete reports or attack reports, bandwidth report etc.		
	The Management platform can be hardware appliance based or VM based, which should have min 8 vCPUs, 16 GB RAM and 1 TB HDD.		
Certification, Warranty, Installation, Testing and Commissioning	The Firewall solution offered must be ICSA certified for Network Firewall, Anti-virus, Advanced Threat Defence, Common Criteria NDPP (Firewall and IPS) – Certification.		
	The Firewall OEM should be having "recommended rating" by NSS Labs for consecutive three years in the last six years. OEM should have scored minimum 97% in Exploit Block rate in the last NSS Lab for NGFW report (2019).		

The Firewall OEM should have NetSec Open certification in FY2020 for Network Security / NGFW product performance testing and should have overall Block rating of 98% and above.		
Proposed Solution should support 24x7x365 telephone, email and web-based technical support.		
OEM should have TAC and R&D center in INDIA.		
Manufacturer's warranty should be mentioned minimum 05 (Five) years warranty including all services like GAV, IPS, Antispyware or antimalware, CFS, Application control, BoT protection , ATP,Patch & Firmware upgrade.		
Bidder must carry out on site installation, testing and commissioning.		

(5) SDWAN – FUNCTIONAL - REQUIREMENT

Sl. No.	Technical Requirement	Compliance (Yes/No)	Bid Page Number
	Section 5.1 – General Specification		
1.	All components of the proposed solution must deploy On-premises.		
2.	The network should be implemented as true software-defined network architecture, SD-WAN network architecture should have a clear separation of management, control, and data plane functions. Management and control plane should be centralized with the capability to be separated for each tenant in such a way that management, control, and data traffic are not intermingled. All Component of the solution should be on premise. Management plane: management plane is responsible for the configuration of SD-WAN policies including routing, security, SLA etc.		

	Control Plane: Control plane is responsible to maintain centralized routing table, controls route advertisement as per policy, creates end to end segments on network, instruct data plane to change traffic flow as per policy. Data Plane: Data plane is responsible to forward traffic in encrypted tunnels, apply local policy like QoS, ACL etc. The network should be implemented as true software defined network architecture with a centralized control plane residing in the Central Controller, also Data Plane and Control Plane should be separate end-to-end		
3.	The devices should be able to use multiple WAN link types (like MPLS, LTE, ILL, VSAT, Broadband, etc.) and effectively forward traffic based on the application.		
4.	The solution should support L3 protocol functionality like static routing, RIPv2, OSPFv2, OSPFv3, BGPv4, MP-BGP, and BGPv6 on LAN and WAN interfaces.		
5.	The tunnel creation should be automatic & dynamic without any manual configuration on the edges and the controller.		
6.	The solution should support IPv4 and IPv6 dual stack from day one.		
7.	The solution should support the following QoS features. • Classification • DSCP Remarking • Policing • Scheduling • Shaping		
8.	The solution should support Hierarchical Shaping.		
9.	The system should load-balance the network traffic on per packet and per session based on the requirement.		
10.	The solution should be able to apply QoS based on the application.		
11.	The solution should support Application Performance Monitoring capability.		

12.	The solution should support SNMPv3 and NTP		
13.	The solution should allow Branch sites without a common WAN provider to communicate with each other. (Ex. Branch1 has WAN1 connectivity and Branch 100 has WAN2 connectivity only, then they should be able to communicate with each other) via centralized Hub/Gateway.		
14.	The solution should support network topologies like • Hub and Spoke • Full Mesh • Regional Mesh		
15.	The network should be implemented as true software defined network architecture, SD-WAN network architecture should have physical separation of management, control and data plane functions.		
16.	The solution should be able to identify link failures and performance degradation and must be able to dynamically change the path for the application depending on network performance.		
17.	The solution should recover from link failure - alternate link convergence time within milliseconds without session disconnect.		
18.	The solution should include a QoS mechanism protecting delay-sensitive flows like Voice and Video.		
19.	The solution should support time-based policing for QoS and should support per-user policer.		
20.	The solution should support static NAT-44, NAPT-44, DNAT-44, NAT64 and DNS64		
21.	The solution must support a zone-based firewall at all locations. It must support DDoS mitigation functionality and protect against DDOS attacks like UDP Flood, Ping of Death, etc.		
22.	The devices should have a dedicated console.		
23.	The solution must support TCP optimizations to mitigate the effects of high latency and packet loss on		

	the performance of TCP-based applications.		
24.	The solution must support Certificate management protocols like CMPv2, OCSP etc.		
25.	The devices should support IEEE 802.1Q, 802.1AB		
26.	The solution must support PIM ASM, SSM, and IGMP v2/v3.		
27.	The solution should be able to prioritize critical applications over others during congestion. It should also be able to throttle non-critical applications during congestion.		
28.	The solution should support extension of L2 network across sites over the SDWAN fabric.		
29.	BFD should be supported on LAN and WAN interfaces		
30.	The device must support L2 capabilities like STP, RSTP, MSTP, Integrated Routing and Bridging		
31.	The solution must support Active-Active HA devices in branch where 1 WAN link is terminated on CPE-1 and 2nd WAN link is terminated on CPE-2. Both the links must be used actively for all traffic thereby sending traffic via both CPEs without the use of any external switch to achieve Active-Active HA		
32.	The solution should have the capability to mitigate the effect of packet drop in underlay for specific or all applications using Forward Error Correction (FEC) and Packet Replication to improve end-user experience. The solution should be able to dynamically enable/disable packet replication and FEC based on SLA conditions.		
33.	The branch devices must be able to identify and recover from a transit link failure within one second.		
34.	The solution should support the 802.1x mechanism to allow network access control, MAC-based whitelisting of devices. It should be able to integrate with existing NAC solution of the to allow only trusted devices to access network		

35.	The solution must be able to dynamically apply shaping rates at branch locations towards hub to avoid over subscription at Hub locations		
36.	The branch appliance must identify users/groups based on username/group name and apply application steering policies. The solution should be able to integrate with LDAP, AD, Kerberos, SAML etc for user identification.		
37.	The system should allow user to define custom application based on multiple parameters such as protocol values, ports, patterns etc and tag application by family and sub-family like business, non-business, SaaS, by Risk categories etc. It should have capability to define traffic policies for such applications and categories and analytics report should capture all custom names and tags as defined by administrators		
38.	The data traffic from branch sites must not be impacted in case of failure to reach any of the controllers (headless situation). Data paths must be maintained for at least 5 days without reachability to the central management system (controller, orchestrator).		
39.	The proposed solution should support high encryption Standards of ESP-256, AES-256, SHA-256 and DH group 19		
40.	The proposed SD-WAN solution must support the following security capabilities at all locations. • Zone base protection • DOS, DDOS protection • L7 application-based policies. • Application triggers - family/sub family, risk, productivity, tags • SSL Decryption • DNS, HTTP Proxy		
41.	The solution must provide Next-Generation Firewall features like URL Filtering, IP Reputation and Filtering.		
42.	The solution should support securing user traffic with threat protection by using flowing security features.		

	• SSL & TLS Proxy • SSL Inspection for invalid, expired, untrusted certificates • HTTPS Proxy • SSLv4 & TLS 1.2, 1.3 Proxy		
43.	The solution should support Anti-Virus for application, file, protocol protection with auto signature update.		
44.	The solution should support (IDS/IPS) to block known and unknown network and application-layer vulnerability exploits from compromising and damaging enterprise information resources. Vulnerability exploits, buffer overflows, and port scans are detected using proven threat detection and prevention mechanisms.		
45.	The proposed solution must support user/group-aware SD-WAN policies to prioritize business users, Ministers, and higher officials at any site, instead of IP-based policies without additional authentication.		
46.	The proposed solution must be able to prioritize voice and data traffic using best practice methodologies like MOS to ensure effectiveness.		
47.	The proposed solution should allow configuring per VRF topology. For example, Voice VRF in Full-Mesh while Data VRF in Hub-n-Spoke model at all branch locations.		
48.	The proposed solution must support time-based access control for security and SD-WAN policies.		
49.	The proposed solution must be able to identify brownouts in the network and switch the critical applications dynamically to the best path based on the application requirement for each application.		
50.	The proposed solution must support IGMPv2, IGMPv3, PIM SM, PIM SSM, Anycast RP		
Section 5. 2 – Management, Monitoring and Reporting			
51.	The central management system should authenticate		

	and authorize every administrator/user accessing the Central/branch device using the RADIUS/TACACS+ in the backend for user authentication and authorization. The central management system should support 2FA (2 Factor Authentication) using email/SMS along with RADIUS/TACACS+ login credentials for privileged users.		
52.	The solution must be capable of exporting traffic statistics to Netflow collectors		
53.	The solution should provide real-time link and path performance measurements (latency, jitter, packet loss)		
54.	The solution must be capable of sending email alerts and SMS alerts on meeting/exceeding the user-defined thresholds.		
55.	The solution must support a configuration rollback feature to detect and recover from software and configuration errors by reverting to previous active software or configuration		
56.	The solution must provide real-time and historical reports for • Bandwidth usage of available links • Performance of WAN links using latency, jitter, and packet loss measurements • Availability • System Load		
57.	The solution should be able to generate reports for • Traffic statistics of all the included path • Specific application utilization • Path performance		
58.	The Proposed SDWAN Solution should provide the Digital user experience Monitoring dashboard (GUI) in a single pane for each branch. • Number of connections initiated • Number of connections aborted • Number of re-transmissions • Application performance-wise rating • Network Response Time • Application Name (Well-known and custom)		

	• Source IP • Destination IP • Number of sessions • User experience		
59.	The solution must be able to monitor and report top talkers in the network with respect to applications by usage, branch users utilizing maximum bandwidth and top access circuits utilized in the network. The administration should be able to drill down these reports for troubleshooting.		
60.	The administration should be able to drill down these reports for troubleshooting. for e.g., application accessed by a specific user along with bandwidth consumed during defined amount of time.		
61.	The solution must contain a single dashboard that includes all device statuses like CPU, Link status, event logs, etc.		
62.	The solution should support API-based integration.		
63.	The solution should have a built-in security dashboard that provides insight into • Top Application Usage based on session, Bandwidth, Risk score and Productivity score. • Top URL based on categories reputation.		
64.	Management solutions should record and maintain the history of all configuration changes made over time. The WAN solution must support a configuration rollback feature to detect and recover from software and configuration errors by reverting to previously active software or configuration.		
65.	The system should provide a mechanism to monitor the performance of Links and Virtual Private Networks.		

66.	The system must be able to monitor ISP link parameters like link quality, link usage, and link congestion. It should be able to provide historical data on the same for a period of 90 days.		
Section 5.3 - Compliance			
67.	The solution should comply with PCI DSS and HIPAA.		
68.	The solution must be certified FIPS 140-2 Level 1		
69.	The solution must be EAL4+ certified or in the process of certification.		
70.	The proposed branch software must have a valid IPv6-ready logo certificate.		
Section 5.4 – BHQ SD-WAN CPE Specification			
71.	The device should be able to support all the capabilities mentioned under Section-5.1.		
72.	The device must support throughput upto 500 Mbps with SDWAN encryption.		
73.	The device should have minimum 8GB RAM		
74.	All WAN links should be configured in active-active mode across CPE appliances in a site.		
75.	The device should have a minimum of 6 Nos. 1G RJ45 type port, which should be used as both WAN and LAN ports. There should be free slot in device to add more ports if required in future.		
76.	The proposed appliance must support TPM in the hardware for secure key encryption.		
77.	The appliance must support at least 1,00,000 IP routes		
Section 5.5 - DHQ SD-WAN CPE Specification			
78.	The device should be able to support all the capabilities mentioned under Section-5.1.		
79.	The device must support throughput up to 750 Mbps with SDWAN encryption.		

80.	The device should have minimum 8GB RAM		
81.	All WAN links should be configured in active-active mode across CPE appliances in a site.		
82.	The device should have a minimum of 6 ports, out of which at least 2 ports should be SFP type. All the 6 ports can be used as both WAN and LAN ports. There should be free slot in device to add more ports if required in future.The SFP transceivers of these 2 SFP type ports will be provided by SI as per requirement.		
83.	The proposed appliance must support TPM in the hardware for secure key encryption.		
84.	The appliance must support at least 2,00,000 IP routes		
Section - CHQ SD-WAN CPE Specification			
85.	The device should be able to support all the capabilities mentioned under Section-5.1		
86.	The device must support throughput up to 1.5 Gbps with SDWAN encryption.		
87.	The device should have minimum 16GB RAM		
88.	The devices must support HA in active-active and active-passive modes.		
89.	All WAN links should be configured in active-active mode across CPE appliances in a site.		
90.	The device should have a minimum of 6 ports, out of which at least 2 ports should be SFP type. All the 6 ports can be used as both WAN and LAN ports. There should be free slot in device to add more ports if required in future. The SFP transceivers of these 2 SFP type ports will be provided by SI as per requirement.		
91.	The proposed appliance must support TPM in the hardware for secure key encryption.		
92.	The appliance must support at least 4,00,000 IP routes		
Section - SD-WAN HUB CPE Specification			

93.	The device should be able to support all the capabilities mentioned under Section-5.1.		
94.	The device must support throughput upto 40 Gbps with SDWAN encryption.		
95.	The devices must support HA in active-active and active-passive modes.		
96.	All WAN links should be configured in active-active mode across CPE appliances in a site.		
97.	The device should have minimum 16x10/25G ports, and 4x100G ports. The SFP transceivers will be provided by SI as per requirement.		
98.	The device must support a redundant power supply.		
99.	The proposed appliance must support TPM in the hardware for secure key encryption.		
100	The appliance must support at least 10,00,000 IP routes		

(6) L2/L3 – Manageable Switch – 48P at CHQ, DHQ and BHQ

TECHNICAL PARAMETERS		Compliance (Yes/No)	Bid Page No.
Environmental	The switch should have a redundant power supply and fan unit.		
	The switch should provide the below port configuration. The SFP transceivers will be provided by SI as per requirement.		
	• 48x1G BASE-T Ports		
	• 6x10GE		
	Switching fabric / Capacity: 256 Gbps or more.		
	Forwarding rate: 190 Mpps or more.		
	RAM: 2GB minimum		
	Flash:1GB minimum		
	Packet Buffer: 4MB minimum		
Layer 2 Features	Support Minimum – 16K MAC table entries and 4000 active VLAN		

	Support 802.1D, 802.1S, 802.1w, and 802.1x standards, 802.1p Priority, 802.1Q VLAN, Tagged VLAN, port based VLANs, VLAN stacking and Private VLAN		
	Support IGMP v1/v2/v3 snooping, IGMP Snooping and IGMP Querying, MLD snooping, UDLD or equivalent Protocol.		
	Switch should support LLDP or similar functionality.		
	Switch should support Quality of service (QoS)		
Layer 3 Features	Should support Static routing for IPv4 and IPv6.		
	Should support RIP, OPSF and VRRP		
Management	Should have dedicated console port for management		
	Should support time-based ACLs		
	Switch should support Dying Gasp		
	Switch needs to have a CLI, GUI interface		
	Should support Auto MDI-II/MDI-X		
	Support SNMP V1, V2c and V3, RMON, Telnet and SSH, IPv4 and IPv6 Dual Stack.		
	Support DHCP snooping, IP source guard and Dynamic ARP Inspection (DAI), Support MAC address filtering, MAC address lock-down/Port Security, Tri-Authentication: MAC-based, web-based, IEEE 802.1x		
	Switch should support RADIUS or equivalent authentication enable centralized control of switch and restrict unauthorized users from changing the configurations and (TACACS+)		
Miscellaneous	Environment & Safety:- Operating Temperature 0 to 50 C or better		
	All offered Switches and SFP from same OEM.		
	The Offered product should be IPv6 Logo Ready logo approved and duly certified from day 1		
	The offered product or any product from the offered product family/ product series should be VAPT certification		
	OEM Must have ISO 9001, ISO 14001		
	OEM Should have TL 9000 Certification		
	The offered product or any product from the offered product family/ product series should be TSEC certified against LAN Switch TEC GR of March 2014 / latest TEC GR .		

The product should meet the local content value addition of min. 60% in compliance to DPIIT's approved Nodal Ministry DoT's notification dated 29th August 2018. Form-1 is to be submitted by the bidder duly declared by the OEM.		
OEM Should have register office & Manufacturing facility in India from last 5 years		

(7) L2 – Manageable Switch – 8P

TECHNICAL PARAMETERS		Compliance (Yes/No)	Bid Page No.
General Requirements	The switch shall have 8*RJ-45 auto- negotiating 10/100/1000 ports, having additional four 1000BASE-x:SFP port support 1000 Base- SX, LX SFP transceivers. The SFP transceivers will be provided by SI as per requirement.		
	Switching capacity of 24 Gbps, having throughput of up to 17 million pps		
	Switch should having 1*RJ-45 console port		
Layer 2 Features	Configurable up to 16K MAC addresses		
	Shall support IEEE 802.3ad, IEEE 802.1D, IEEE 802.1w, IEEE 802.1s, IEEE 802.1AB		
	Shall support IGMP snooping for multicast filtering instead of flooding traffic to all ports, improving network performance		
	Shall support MLD snooping to forward IPv6 multicast traffic to the appropriate interface, preventing traffic flooding		
	Shall Support IEEE 802.1Q with 4,000 simultaneous VLAN IDs, Voice VLANs		
	Shall Supports up to 9 kilobyte frame size to improve the performance of large data transfers		
Layer 3 Features	Shall support Static routing .		
Security and QoS Features	Shall support port security ,MAC- Based authentication, IEEE 802.1X and RADIUS network logins to control port-based access for authentication and accountability		
	Shall support MAC and Port based ACLs enable network traffic filtering and enhance network control Shall support ACL and QoS for IPv6 network traffic		

	Shall support time-based ACLs to allow for greater flexibility with managing network Strict Priority,WRR,DRR		
	Shall support ARP attack protection feature to block ARP packets from unauthorized clients		
	Shall support DHCP snooping to block unauthorized DHCP Servers		
	Shall support STP BPDU protection preventing forged BPDU attacks		
	Shall support STP Root Guard to protect the root bridge from malicious attacks or configuration mistakes		
Management Features	SNMP V2/V3 ,SSHv2, Limited CLI/Telnet and Dual flash images		
	Should support time-based ACLs		
	Switch should support Dying Gasp		
	IPv6 host support to be managed using IPv6		
	Shall support Port mirroring		
	Shall support Limited command-line interface to deploy and troubleshoot, Simple Network Time Protocol (SNTP)		
	Shall support management security through multiple privilege levels		
	Shall have an operating temperature of 0 degC. to +55 degC.		
	Switch Should Line rate forwarding for Layer 2 and Layer 3 traffic is provided with hardware based lookups, QoS and ACLs for non-blocking switching		
Miscellaneous	For ease of integration all switches should be of same OEM		
	The Offered product should be IPv6 Logo Ready logo approved and duly certified from day 1		
	The offered product or any product from the offered product family/product series should be VAPT certification.		
	OEM Must have ISO 9001, ISO 14001.		
	OEM Should have TL 9000 Certification.		
	The offered product or any product from the offered product family/ product series should be TSEC certified against LAN Switch TEC GR of March 2014 / latest TEC GR.		

	The product should meet the local content value addition of min. 60% in compliance to DPIIT's approved Nodal Ministry DoT's notification dated 29th August 2018. Form-1 is to be submitted by the bidder duly declared by the OEM.		
	OEM Should have register office & Manufacturing facility in India from last 5 years.		

End of the Document
****