



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

**“AMC and Support of Data Centre Hardware Software and EMS/NMS Tools for
MPMKVVCL Bhopal”**

EoI No: RailTel/WR/BPL/MPMKKVCL/EOI/2024-25/22

Dated: 11th November 2024

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

EOI NOTICE

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

EoI No: RailTel/WR/BPL/MPMKKVCL/EOI/2024-25/22

dated: 11th November 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 **“AMC and Support of Data Centre Hardware Software and EMS/NMS Tools for MPMKVVCL Bhopal”**.

The details are as under:

1	Last date for submission of Bid response Packet against EOIs by bidders	14 th November 2024 at 16:00 Hours
2	Opening of Bid response packet of EOIs	14 th November 2024 at 16:30 Hours
3	Number of copies to be submitted for scope of work	One
4	EMD Amount	Rs. 1,00,000/- (Rupees One Lakh Only)
5	Tender Fees & Processing Fees	Rs. 13,334/- (Rupees Thirteen Thousand Three Hundred Thirty Four 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 “**Navratna**” company under Ministry of Railways, Government of India. 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 70000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High- Definition Video Conference facility bundled with required BW is provided as a Service.

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

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

Licenses & Service portfolio:

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



a) Carrier Services

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

b) Enterprise Services

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

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

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

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

e) Retail Services – RailWire

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering &

maintaining broadband services and upto 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 4,00,000 subscribers on PAN Indian basis. RailTel can provide broadband service across– Government PSU or any organization’s officers colonies and residences.

2. Project Background and Objective of EOI

RailTel intends to participate in the work for “AMC and Support of Data Centre Hardware Software and EMS/NMS Tools for MPMKVVCL Bhopal”

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 “AMC and Support of Data Centre Hardware Software and EMS/NMS Tools for MPMKVVCL Bhopal” 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 studied the EOI document and should be submitted along with the bid.

4.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for 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 and Tender Fees will be deposited in the form of Online Bank Transfer.
- 4.6.5 The validity of such EMD shall be maintained till the finalization of end Customer RFP/Tender i.e. award of order and till submission of Performance Guarantee of requisite value required by end customer on back-to-back basis.
- 4.6.6 **Return of EMD for unsuccessful Business Associates:** Final EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process (i.e. after pre-bid agreement is signed with the selected partner)
- 4.6.7 **Return of EMD for successful Business Associate:** Final Earnest Money Deposit (balance proportionate EMD) if applicable of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.7) from Business Associate whichever is later.
- 4.6.8 **Forfeiture of Token EOI EMD or EMD (balance proportionate EMD) and or Penal action as per EMD Declaration:**
- 4.6.8.1 The EOI EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.

4.7 Security Deposit / Performance Bank Guarantee (PBG)

- 4.7.1 In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel.
- 4.7.2 As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.

4.8 Last date & time for Submission of EOI response

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

4.9 Modification and/or Withdrawal of EOI response

EOI response once submitted will 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)
1	<ul style="list-style-type: none">The bidder shall be registered in India under companies Act 1956 or Companies Act 2013 OR <ul style="list-style-type: none">Firms registrar of firms and societies in India OR <ul style="list-style-type: none">Any natural person, who fulfilling eligibility criteria <ul style="list-style-type: none">Company should be operational for last 5 years as on date of issue of this TENDER.	<p>In case of Company:</p> <ul style="list-style-type: none">a) Copies of Memorandum and articles of association of Company in case of company,b) List of its present directors / owners / Executive council members / trustees / board members of the bidder / Agency (as applicable) on official letter head of the Agency duly signed by the authorized signatory of the bidder / Agency.c) Board resolution authorizing the Director / authorized person of the company to execute bid document(s) and other correspondence with the Purchaser. The same shall be supported by a suitable Notarized Copy of Power of Attorney on Rs. 1000/-Non –Judicial Stamp paper. <p>In case of Firm:</p> <ul style="list-style-type: none">a) Notarized Copy of certificate of registration of firms and societies in case of Firms.b) Notarized Copy of partnership deed of the registered firm in case of firm is a partnership Firm
2.	Name of Board of Directors/Partners/Sole proprietor etc. and authorized signatory name for this bidding.	An under taking on company letterhead and relevant documents against BOD/Directors proof.
3.	Bidder shall not be blacklisted / banned / disqualified /declared ineligible / declared having dissatisfactory performance by any government /PSU/ quasi-government/ authority in India.	An under taking by an authorized signatory of the company/firm.
4.	They do not anticipate change in the ownership during the proposed period of contract, (if such a change is anticipated, the scope and effect thereof shall be defined).	Undertaking on company's/firm's letter head.

Technical Criteria

Sr. No.	Eligibility Criteria	Supporting Documents to be submitted
1.	<p>The bidder must have experience of AMC of Data Centre Hardware i.e., Server / Storage / Routers / Switches / Firewall etc., in any government / semi-government / PSU or utility within last three years (2021-22,2022-23 & 2023-24) in India as a sole bidder and executed order value: -</p> <p>a) Single Orders / projects having contract value of 30% of the NIT value.</p> <p>b) Two Orders / projects each having contract value of 20% of NIT value.</p> <p>c) Three Orders / projects each having contract value of 15% of NIT value.</p>	<p>Purchase orders / Performance certificate / Work completion certificate from clients on client letterhead / Payment detail of the respective orders</p>

Financial Eligibility

Sr. No.	Eligibility Criteria	Supporting Documents to be submitted
1.	<p>The Bidder should have a total turnover of at least equal to 100 % of tender value in last three audited financial years or Bidder's annual turnover for the last financial year should be 50% of the tender value.</p> <p>If the tender is issued after September month, then last year should be financial year ended in month of current year and if tender is issued in or before September month then the last financial year should be the financial year ended in month of last year.</p>	<p>Audited financial statements for last three financial Year. (CA Certificate as prescribed in Schedule of the tender can be provided only where audit, by statute, is not applicable).</p>
2.	<p>The bidder must have positive net worth at the end of previous financial year.</p>	<p>Audited financial statements of last Year. (CA Certificate as prescribed in Schedule of the tender can be provided only where audit, by statute, is not applicable).</p>
3.	<p>Minimum working capital of the bidder as per the audited balance sheet for the last financial year / Bank Utilization Certificate – Fund Based (not more than 30 days from the date of opening of tender) should be 10% of the tender value</p>	<p>Audited financial statements of last Year. (CA Certificate as prescribed in Schedule of the tender can be provided only where audit, by statute, is not applicable)/ Bank Utilization Certificate.</p>

S No.	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
B)	Annexures	
1	Annexure 1	Covering Letter: Self-certification duly signed by authorized signatory on company letter head.
2	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.
3	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.
4	Annexure-4	Format for Affidavit to be uploaded by BA along with the tender documents.
5	Annexure-5	Non-disclosure agreement with RailTel.
6	Annexure-6	Tender Document
7	Annexure-7	BOQ of the RFP document. Price Bid Format to be submitted in separate password protected pdf.
8	Annexure-8	Power of Attorney and Board Resolution in favor of one of its employees who will sign the Bid Documents.
9	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

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

EoI Reference No:

Date:

To,

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

Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliances

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

- 7) We hereby agree to submit that in case of being selected by RailTel as BA for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.
- 8) We hereby undertake to sign Pre-Bid Agreement and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 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, Company Name, having its registered office at address
hereby declares that that the Company has not been blacklisted/debarred by any Governmental / Non-Governmental organization in India for past 3 Years as on bid submission date.

Date and Place

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Bidder's Company Seal:

Annexure 4: Format of Affidavit

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

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

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

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

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

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

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

DEPONENT SEAL AND SIGNATURE
OF THE BA

VERIFICATION

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

DEPONENT SEAL AND SIGNATURE
OF THE BA

Place:
Dated:

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

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

NON-DISCLOSURE AGREEMENT

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

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

And

_____) (CIN: _____), a company duly incorporated under the provisions of Companies Act, _____ having its registered office at _____, (hereinafter referred to as '**_____**'),

which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

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

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

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

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

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

Permitted Use.

Receiving Party shall:

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

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

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

Designation.

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

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

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

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

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

Return or Destruction of Information.

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

termination of this Agreement; expiration of this Agreement; or
Receiving Party's determination that it no longer has a need for such Information.

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

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

Notice.

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

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

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

RailTel Corporation of India limited:

Attn: _____

Address: _____

Phone:

Email.:

Attn: _____

Address: _____

Phone:

Email:

Term, Termination and Survivability.

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

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

Notwithstanding the foregoing clause 9(a) and 9 (b), Receiving Party agrees that its obligations, shall:

In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and not apply to any materials or information disclosed to it thereafter.

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

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

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

Settlement of Disputes:

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

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

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

CONFIDENTIALITY OF NEGOTIATIONS

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

REPRESENTATION

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

ASSIGNMENT

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

NO LICENSE

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

RELATIONSHIP BETWEEN PARTIES:

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

20: UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)

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

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

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

_____:

RailTel Corporation of India Limited:

By_____

By_____

Name:

Name:

Title:

Title:

Witnesses

Annexure-6 Tender Document - MPMKKVVCL

M.P. MADHYA KSHETRA VIDYUT VITARAN CO. LTD. BHOPAL



TENDER SPECIFICATION NO. MD/MK/1087

DUE FOR OPENING ON: - 26.11.2024

“AMC and Support of Data Centre Hardware, Software & EMS/NMS Tools for MPMKVVCL, Bhopal”

Chief General Manager (Procurement)
Corporate Office,
M.P. Madhya Kshetra Vidyut Vitaran Co. Ltd.,
Nishtha Parisar, Bijlinagar,
Govindpura, Bhopal-462023

Phone No.:(0755) 2602033-36

Fax No. : (0755) 2589821

Website : portal.mpcz.in

TS No. MD / MK/04/1087 due on 26.11.2024

**“AMC and Support of Data Centre Hardware, Software &
EMS/NMS Tools for MPMKVVCL, Bhopal”
CONTENTS**

Sr. No.	Particulars
A.	Tender Notice
B.	Key dates And Basic Tender Information
C.	Instructions For Online Bid Submission
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Section –III	Special Terms & Conditions of Purchase
Section –IV	Scope Of Work
Schedule-I	Price and Quantity
Schedule-I(A)	Service Level Agreement
Schedule-I(B)	AMC SCHEDULE OF COMPONENTS
Schedule-II	UNDERTAKING
Schedule-III	SCHEDULE OF FINANCIAL INFORMATION
Proforma of Performance Security	
Draft Contract Agreement	



M.P. MADHYA KSHETRA VIDYUT VITARAN CO. LTD.,
(Govt. of Madhya Pradesh Undertaking)
NISHTHA PARISAR, BIJLINAGAR, GOVINDPURA, BHOPAL-462023
PHONE NO. 0755-2602033-34 FAX NO.0755-10089821, Email-dgmproc4@gmail.com
Website:https://portal.mpcz.in, CIN Number:U40109MP2002SGC015119

TENDER NOTICE

Online tender is invited from eligible bidders only as per Tender Specifications. The Bid will be received online on the portal <http://www.mptenders.gov.in> up to date & time indicated below. The tender will be opened in the office of the undersigned as mentioned in tender time schedule (key date). If desired, the bidder or their duly authorized representatives may remain present at the time of opening of tender: -

Sr. No.	Tender Specification No.	Name of items	Approx. Value (Rs. Lakh)	Tender fee (inclusive of GST @18%) (in Rs.)	Due date of opening of tender online from 15.00 Hrs.*
1.	MD/MK/04/1087	AMC and Support of Data Centre Hardware, Software & EMS/NMS Tools for MPMKVVCL, Bhopal	409.00	11800/-	26.11.2024

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

* The Payment of Tender and EMD is mandatory and will not be exempted in any case.

NOTE: -

- (1) Other details can be seen in the complete tender documents available on new implemented e-portal <https://mptenders.gov.in>.
- (2) Tender Documents can be downloaded from main portal <https://mptenders.gov.in> free of cost. However, for participation in the tender, the bidder shall have to pay non-refundable tender fee. In case, the tender is dropped without opening, the tender fees shall be refunded after deduction of necessary portal charges.
- (3) The Micro & Small Enterprises (MSEs) of Madhya Pradesh registered with District Industries Centre (DIC)/Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/Coir Board/NSIC/Directorate of Handicraft and Handlooms / Udyam or any other body specified by Ministry of Micro, Small & Medium Enterprises on the date of opening of tender for the tendered item(s) shall be exempted from payment of tender fee. In support of above the bidders shall be required to upload the requisite documents on the portal of MP Tender, failing which their techno commercial bid shall not be considered for opening. ***Please note that, all the out State firms (i.e out of MP firms) are mandatorily required to submit the Tender Fees.***
- (4) The bid data should be filled in and the bid seals of all the envelopes and the documents which are to be uploaded by the bidders should be submitted online only as per time schedule (Key Dates).
- (5) The relevant portion of tender which tenderers have to fill online would be available on above website on date mentioned against each tender. The company reserves the right to reject any or

AMC and Support of Data Centre Hardware, Software & EMS/NMS Tools for MPMKVVCL, Bhopal

all the tenders or accept any tender in full or part as considered advantageous to the company, whether it is lowest or not, without assigning any reason whatsoever it may be.

- (6) Since the bidders are required to sign their bids online using class III – Digital Certificates only, hence they are advised to obtain the same at the earliest. For further information, bidders are requested to contact Madhya Pradesh State Electronic Development Corporation Ltd, State IT Centre, 2nd Floor, 47-A, Arera Hills, Bhopal-462011, Telephone No. 0120-4001002/ 4200462/ 4001005, E-mail: **support-proc@nic.in**.
- (7) Bidders intending to participate in the Tender are required to get themselves trained on the e-Procurement System.
- (8) The required amount of EMD shall be accepted through online payment only.
- (9) The Bidders are required to invariably upload the valid documentary evidence of submission of online EMD (or EMD Exemption Certificate if applicable) in Envelope-A without which online offer i.e., Envelopes-B & C shall not be opened.
- (10) No offer will be accepted without valid Earnest Money Deposit, unless exempted by the Company. If on opening of tender, it is revealed that EMD amount is inadequate / any other discrepancy is noticed, the tender shall be rejected.
- (11) The corrigendum or addendum to the Bidding Documents, if any, as well as any change in due date(s) of opening of tender will be published on the website <https://mptenders.gov.in> & also Company's website www.mpcz.co.in but will not be published in newspaper. Hence participant bidders are advised to regularly visit the websites until the bid opening. The Company shall not be responsible in any way for any ignorance of the bidders about the corrigendum or addendum or change in the due date(s).
- (12) Last date for submission of Online Bid documents {Envelop- A (EMD) & Envelop-B (Techno Commercial Bid)} shall be as per online key dates. The same shall be opened as per key dates. The date of opening of EMD & Techno commercial bid shall be the date of opening of tender for all the purpose.
- (13) The Tender document will be available on portal <https://mptenders.gov.in> on or after **30.10.2024 at 16.00 hrs.** The interested bidders are advised to regularly visit the portal for the purpose.

CGM (Procurement)
M.P.M.K.V.V. Co. Ltd., Bhopal

KEY DATES & BASIC TENDER INFORMATION

Particulars	Details
Name of Work	AMC and Support of Data Centre Hardware, Software & EMS/NMS Tools Under MPMKVVCL, Bhopal
Tender Specification Number	MD/MK/04/1087
Due date of submission of Tender (EMD + Techno-Commercial Bid Online)	25.11.2024 up to 15:00 Hrs.

Key Dates:-

Sr. No.	Tender Stage	Date & Time
1.	Publishing Date	30.10.2024 up to 16.00 Hrs
2.	Document Download/Sale Start Date	30.10.2024 up to 16.30 Hrs
3.	Pre-Bid Meeting Date	11.11.2024 up to 15.00 Hrs
4.	Bid Submission Start Date	18.11.2024 up to 12.00 Hrs
5.	Bid Submission End Date	25.11.2024 up to 15.00 Hrs
6.	Bid Opening Date	26.11.2024 up to 15.00 Hrs

Basic tender information:-

1. Part-I (Envelop-1)-The bidder shall be required to deposit EMD online as specified in clause-4, section-1 of the tender specification and to upload a scan copy of the same in envelop-1. In case of exemption from payment of EMD as allowed in clause-4 (iv), section-1 of the tender, bidder shall upload the scan copy of duly notarized documents as required in the above clause.
2. Part-II (Envelop-2)- The bidders shall be required to upload following documents digitally signed in the envelop-2 which shall form Techno commercial bid.
 - a. Schedule-II Undertaking
 - b. Schedule- III, Schedule of financial information
 - c. Power of attorney/Resolution of the company authorizing a person to sign the documents in case of company registered under company act.

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

3. Part-III (Envelop - 3) the bidder shall quote their rates online only in the BOQ and shall be kept in envelop-III schedule-I.
4. The date of opening of financial/ price bid shall be informed separately. The bidders may please keep themselves updated of price bid opening from the e-portal.
5. Pre-bid conference as on dtd. **11.11.2024 at 15:00 Hrs.**

CGM (Procurement)
M.P.M.K.V.V. Co. Ltd., Bhopal

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

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

SUBMISSION OF BIDS

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

ASSISTANCE TO BIDDERS

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

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

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

SECTION-I

GENERAL INSTRUCTIONS TO THE BIDDERS

The CGM (Procurement) on behalf of Madhya Pradesh Madhya Kshetra Vidyut Vitaran Co. Ltd. hereinafter referred to as “MPMKVVCL” invites online Tender for “AMC and Support of Data Centre Hardware, Software & EMS/NMS Tools” as per scope of work of this tender MPMKVVCL, Bhopal.

1. The Bidders are requested to go through the General Instructions to the Bidders Section-I, Qualification Criteria & Evaluation Methodology contained in Section-II, Special Terms & Conditions of purchase contained in Section-III & Scope of Work contained in Section-IV except as modified/laid-down hereunder. It may be noted that no conditions or stipulations to the contrary or which are inconsistent will be accepted.

Bidders are requested to ensure that all such schedules along with questionnaire (duly filled-in), are submitted along with their offer. ***The bidders should note that in absence of any of the schedules, as required in the tender, their offer shall be liable for rejection.***

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

3. VALIDITY OF BIDS

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

4. EARNEST MONEY

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

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

- i. No offer will be accepted without Earnest Money Deposit, unless exempted by the Purchaser. If on opening of tender any discrepancy in EMD amount is noticed, the offer shall be rejected.
- ii. The required amount of EMD shall be accepted through online payment only. The Bidders are required to invariably upload the valid documentary evidence of submission of EMD (or EMD Exemption Certificate if applicable) in Envelope-A without which online offer i.e., Envelopes-B & C shall not be opened.
- iii. ***The following are exempted from payment of EMD:***

The Micro & Small Enterprises (MSEs) of Madhya Pradesh registered with District Industries Centre (DIC)/Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/Cair Board/NSIC/Directorate of Handicraft and Handlooms /Udyam or with any other body specified by Ministry of Micro, Small & Medium Enterprises on the date of opening of tender for the tendered item(s). The SSI units of MP registered with DIC shall be exempted from payment of EMD on production of valid competency certificate. In support of above the bidders shall be required to upload the requisite documents on the portal of MP Tender, failing which their techno commercial bid shall not be considered for opening. ***Please note that, all the out State firms (i.e out of MP firm) are mandatorily required to submit the EMD.***

AMC and Support of Data Centre Hardware, Software & EMS/NMS Tools for MPMKVVCL, Bhopal

- iv. Forfeiture of Earnest Money Deposit:
 - a. If a bidder withdraws or revokes its bid during the period of bid validity specified by the bidder.
 - b. If a bidder modifies its bid in any manner before the validity of the bid expires.
 - c. In the case of a successful bidder, if the bidder fails to furnish the Performance Security within the prescribed time.
 - d. In the event the bidder withdraws its bid after opening of price bid, the firm may be debarred along with forfeiture of EMD.
- v. Return of earnest money to bidders.
 - a) EMD shall be returned to the unsuccessful bidders, as soon as possible, after the tender is decided.
 - b) EMD of bidders on whom the orders have been placed, shall be returned on acceptance of security deposit.

5. Submission of bid- Bidders shall submit the tender online only in following three parts.

- i. Part-I (Envelop-1)-The bidder shall be required to deposit EMD online as specified in clause-4, Section-I of the tender specification and to upload a scan copy of the same in envelop-1. In case of exemption from payment of EMD as allowed in clause-4 (iii), Section-I of the tender, bidder shall upload the scan copy of duly notarized documents as required in the above clause.
- ii. Part-II (Envelop-2)- The bidders shall be required to upload documents digitally signed in the envelop-2 which shall form Techno commercial bid.
 - a. Schedule-II Undertaking
 - b. Schedule- III, Schedule of financial information
 - c. Power of attorney/Resolution of the company authorizing a person to sign the documents in case of company registered under company act.

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

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

6. DATE AND TIME OF OPENING OF BIDS - CHANGES

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

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

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

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

8. REQUIREMENT FOR OPENING OF PRICE BIDS:

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

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

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

Please ensure that the Online documents furnished are legible.

9. UNSATISFACTORY PERFORMANCE

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

- i. Offers of those bidders whose work have been terminated or who have been debarred for future business with our company/ other Discoms of MP, may be summarily rejected.
- ii. In case of those bidders whose past performance has not been found to be satisfactory against previous tenders of the purchaser, they shall not be considered for opening of price bid. Some of the attributes to the poor performance of a bidder are as follows:-
 - **Non-execution of previous order(s).**
 - **Failures of work perform as per terms and conditions of order.**
 - **Failures of submission of report timely.**
 - **Failures to provide services issues.**

10. PRE-BID CONFERENCE

- (i) The Purchaser shall arrange a Pre-bid conference of bidders on **11.11.2024 at 3:00 PM** in the Corporate Office of the Purchaser, to clarify various clauses of the Bid documents to ensure uniformity in understanding the bid documents.
- (ii) Bidders are advised to attend the Pre Bid Conference so as to clear all ambiguities and doubts and point to any mistake or shortcomings which might be visible in the Tender.
- (iii) The Purchaser reserves the right to change the clauses as emerging after pre-bid conference or as per its discretion. Details of any doubt(s) about instant Tender Specification and/or required clarification/ suggestion/ modification in any of the terms & conditions and/ or the specifications etc. must be sent sufficiently in advance to the Purchaser through post or (preferably) through e-mail to ***dgmproc4@gmail.com*** so as to reach at least two days before the scheduled date of pre-bid meeting to enable this office to provide necessary clarification/ modification during pre-bid meeting.
- (iv) The Purchaser also reserves the right to insert new clauses or post amendments to Tender Specification etc. The changes shall be notified through addendum/corrigendum posted on Purchaser's website and e-procurement Govt. website to get all concerned informed. Bidders may therefore regularly visit the websites stated. The Purchaser shall not be responsible if some prospective bidder misses any Amendment/Addendum/ Corrigendum/ Due date extension related to the Tender.

11. AMENDMENT IN SPECIFICATIONS

The Purchaser may revise or amend the specification and drawing, prior to the date notified for

opening of Technical Bid of tender. Such revision/ amendment, if any, will be communicated to all those who have bought the tender documents as Amendment/ Addendum to the invitation of tender.

12. BIDS IN OPEN FORM

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

13. ALTERNATIVE BIDS

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

14. MISTAKES IN BIDS

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

15. LUMP SUM BASED BIDS

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

16. PRINTED TERMS AND CONDITIONS IN BIDS

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

17. ALTERATIONS/CORRECTIONS IN BIDS

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

18. INCOMPLETE BIDS

Tender which is incomplete or obscure is liable for rejection.

19. AMBIGUITIES IN CONDITIONS OF BIDS:-

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

20. DISQUALIFICATION OF BIDS

A Bid which gets opened before the due date as a result of improper or no indication having been given on the cover to indicate that it is a tender, will be disqualified.

Bidders will not be permitted to change the substance of his tender on post interpretation/improper understanding grounds. This includes post tender price changes/modifications etc. after opening of Price Bid. In such events, otherwise, that is, when a bidder does not comply, tender will be rejected.

21. LANGUAGE OF BIDS

All tenders should be made in English only.

22. CANVASSING OF BIDS

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

23. ACCEPTANCE OF PART/WHOLE BIDS-RIGHTS THEREOF

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

24. FILLING OF QUESTIONNAIRE /SCHEDULES

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

25. DEVIATIONS FROM TERMS & CONDITIONS

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

26. AUTHORISATION/LOCAL REPRESENTATIVE

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

27. CHANGE OF QUANTITY

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

28. POOL RATES

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

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

30. ACCEPTANCE OF TENDER

The Purchaser may reject any or all tenders or to accept any tender considering advantageous to Purchaser whether it is the lowest offer or not.

31. ROYALTIES AND PETENTS

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

32. COMPLIANCE OF REGULATIONS

The supplier shall warranty that all goods covered under procurement, shall have been produced, sold, dispatched, delivered, tested, in strict compliance with all applicable rules, Regulation including Industrial (Development and Regulation) Act 1951 and any amendment there under, labor agreement, working conditions and technical codes and requirements, as applicable from time to time.

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

33. CANCELLATION OF ORDER

(i) The Company may, upon written notice of default, terminate contract in the circumstances detailed hereunder: -

- a) If in the opinion of the Company, the supplier fails to deliver the material within the time specified or during the period for which extension has been granted by the Company.
 - b) If in the opinion of the Company, the supplier fails to comply with any of the other provisions of this contract or material is found to be not in accordance with prescribed specifications, and / or the approved samples.
 - c) If, as a result of stage inspection, it is revealed that material and / or, workmanship is sub-standard, which is likely to affect the performance of the finished products, a notice would be served by the Company to the supplier to suspend further activities and to take urgent steps towards corrective measures, failing which the entire order would be cancelled.
- (ii) In the event of such termination, the Company shall exercise the discretionary powers as:
- - a) To recover from the supplier, penalty as mentioned in the clause No. “Special terms & condition, Section-III clause no-09”.
AND / OR
 - b) To purchase from elsewhere, on account and at the risk of the vendor, goods of similar description to the consignment which is not delivered, after giving due notices to the vendor.
AND / OR
 - c) To cancel the contract reserving Company’s rights to recover damages.
- (iii) Powers under sub-clause (ii) referred to above, are in addition to the rights and remedies available to the Company under the law of India relating to contract.
- (iv) In the event of risk purchase of stores of similar description, the opinion of the Company shall be final. In the event of action taken under the sub-clauses (ii) (a) or (b) above, the supplier shall be liable to pay for any loss, which the company may sustain on that account but the supplier shall not be entitled to claim any savings on all such purchases made against the default.
- (v) The decision of the Company shall be final regarding the acceptability of the stores supplied by supplier, and the Company shall not be required to give any reason for the rejection of the stores/material.
- (vi) In the event, Company does not terminate the Contract as provided above, the supplier shall continue execution of this order, in which case he shall be liable to the Company for liquidated damages for the delay as per clause “Special terms & condition, Section-III clause no-09” until suppliers are accepted.

34. RECOVERIES FOR LIABILITIES AGAINST OTHER CONTRACTS

All amounts recoverable from the successful bidder against earlier contracts / orders including contracts / orders placed on sister concern by the MPMKVVCL, Bhopal will be adjusted / recovered from any type of payment due, including security deposit, against the contract(s) / order(s) including those placed on sister concern firms by the MPMKVVCL, Bhopal against other tender specification for the same or the other items.

35. DEBARRING / BLACKLISTING OF FIRMS

That in the event of violation of any of the Terms & Conditions of this tender or the Terms & Conditions of the subsequent supply order / work contract for issued, either partly or completely; then in such event the MPMKVVCL, Bhopal reserve every right to take penal actions which may, inter alia, include termination of the contract and / or blacklisting and debarring the tenderer from participating in future tender/ tenders for upto 3 years along with any action as deemed fit for recovery for liabilities as stated in the tender document. Before debarring /

blacklisting or contract termination, the concerned firm would be first served a notice to the effect, so that it gets an opportunity to represent its point of view.

36. REDUCTION OF RATE DUE TO SUBSEQUENT TENDER

As a result of opening of Price Bid of the subsequent tender, if the rates received are found to be lower than the ordered rate, then pending supplies against such order(s) shall be accepted at the lower rates. For this purpose, the date of receipt of offer of ready material for final inspection before supply in the office of the Order Placing Authority shall be considered as the date of delivery, subject to the condition that material is delivered at stores within 21 days of clearance, excluding date of DI.

37. ARBITRATION

If, at any time, any question, dispute or difference, whatsoever shall arise between the purchaser and the supplier, upon, or in relation to or in connection with the contract, either party may forthwith give to the other, notice in writing of the existence of such question, dispute or difference, and the same shall be referred to the adjudication of two Arbitrators, one to be nominated by the purchaser and the other to be nominated by the supplier. In the case of said Arbitrators not agreeing, the matter shall be referred to the adjudication of an Umpire, to be appointed by the Arbitrators, whose, decision shall be final and binding on the parties.

The arbitration shall be conducted as per provision of The Madhya Pradesh Madhyastha Adhikaran Adhiniyam 1983, as amended from time to time, and of the rules made there under. The Arbitrators or the Umpire as the case may be, are bound to give a detailed speaking award assigning reasons for the findings.

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

38. JURISDICTION

Any dispute or difference, arising under, out of, or in connection with Tender/ contract order shall be subject to exclusive jurisdiction of court at Bhopal only.

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

CGM (Procurement)
M.P.M.K.V.V. Co. Ltd., Bhopal

SECTION-II

QUALIFICATION CRITERIA AND EVALUATION METHODOLOGY

1. Qualification Criteria

Basic Qualification of Bidder: The Bidding is open for the Firms; (Joint venture in any form shall not be allowed to participate in the bid) who provide satisfactory evidence that-

- i. They are qualified supplier, service providers, system integrator who regularly supply & provide the services of the type of items specified and have related adequate technical knowledge and practical experience.
- ii. They do not anticipate change in their ownership during the proposed period of Purchase Order (if such a change is anticipated, the scope and effect thereof shall be defined)
- iii. They have adequate financial stability and status to meet the financial obligations pursuant to the scope of the assignments.
- iv. They have adequate knowledge & capacity to perform the assignment properly and expeditiously within the time period specified.
- v. The Bidder must be registered under GST Act and should produce copy of the GST registration certificate, failing which offer shall be rejected. However, if it is under taken by the bidder that GST registration is under process, in such case the price bid shall be considered for opening but the award will not be issued till registration under GST not submitted.

GENERAL CRITERIA:

S. No.	Eligibility criteria	Supporting documents to be submitted
1.	<ul style="list-style-type: none">• The bidder shall be registered in India under companies Act 1956 or Companies Act 2013 OR <ul style="list-style-type: none">• Firms registrar of firms and societies in India OR <ul style="list-style-type: none">• Any natural person, who fulfilling eligibility criteria <ul style="list-style-type: none">• Company should be operational for last 5 years as on date of issue of this TENDER.	<p><u>In case of Company:</u></p> <p>a) Copies of Memorandum and articles of association of Company in case of company,</p> <p>b) List of its present directors / owners / Executive council members / trustees / board members of the bidder / Agency (as applicable) on official letter head of the Agency duly signed by the authorized signatory of the bidder / Agency.</p> <p>c) Board resolution authorizing the Director / authorized person of the company to execute bid document(s) and other correspondence with the Purchaser. The same shall be supported by a suitable Notarized Copy of Power of Attorney on Rs. 1000/-Non –Judicial Stamp paper.</p> <p><u>In case of Firm:</u></p> <p>a) Notarized Copy of certificate of registration of firms and societies in case of Firms.</p> <p>b) Notarized Copy of partnership deed of the registered firm in case of firm is a partnership Firm</p>

2.	Name of Board of Directors/Partners/Sole proprietor etc. and authorized signatory name for this bidding.	An under taking on company letterhead and relevant documents against BOD/Directors proof.
3.	Bidder shall not be blacklisted / banned / disqualified /declared ineligible / declared having dissatisfactory performance by any government /PSU/ quasi-government/ authority in India.	An under taking by an authorized signatory of the company/firm.
4.	They do not anticipate change in the ownership during the proposed period of contract, (if such a change is anticipated, the scope and effect thereof shall be defined).	Undertaking on company's/firm's letter head.

TECHNICAL CRITERIA:

S. No.	Eligibility criteria	Supporting documents to be submitted
1.	<p>The bidder must have experience of AMC of Data Centre Hardware i.e., Server /Storage /Routers /Switches/Firewall etc., in any government/semi-government /PSU or utility within last three years (2021-22,2022-23 & 2023-24) in India as a sole bidder and executed order value: -</p> <p>a) Single Orders/projects having contract value of 30% of the NIT value.</p> <p>b) Two Orders/projects each having contract value of 20% of NIT value.</p> <p>c) Three Orders/projects each having contract value of 15% of NIT value.</p>	<p>Purchase orders/ Performance certificate/ Work completion certificate from clients on client letterhead/ Payment detail of the respective orders</p>

FINANCIAL CRITERIA:

S. No.	Eligibility criteria	Supporting documents to be submitted
1.	<p>The Bidder should have a total turnover of at least equal to 100 % of tender value in last three audited financial years or Bidders' annual turnover for the last financial year should be 50% of the tender value.</p> <p>If the tender is issued after September month, then last year should be financial year ended in month of current year and if tender is issued in or before September month then the last financial year should be the financial year ended in month of last year.</p>	<p>Audited financial statements for last three financial Year. (CA Certificate as prescribed in Schedule of the tender can be provided only where audit, by statute, is not applicable).</p>
2.	<p>The bidder must have positive net worth at the end of previous financial year.</p>	<p>Audited financial statements of last Year. (CA Certificate as prescribed in Schedule of the tender can be provided only where audit, by statute, is not applicable).</p>

3.	Minimum working capital of the bidder as per the audited balance sheet for the last financial year / Bank Utilization Certificate – Fund Based (not more than 30 days from the date of opening of tender) should be 10% of the tender value	Audited financial statements of last Year. (CA Certificate as prescribed in Schedule of the tender can be provided only where audit, by statute, is not applicable)/ Bank Utilization Certificate.
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Note: - If any legitimate complaint through any source is received that the information, Affidavit and CA Certificate is false/fake and same is confirmed at any stage of tender/order the bid/ order, will be liable for rejection/cancellation and necessary legal action will also be taken as per tender document against CA and bidder both.

2. CONFLICT OF INTEREST

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

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

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

- a) Copy to latest Income Tax return/Permanent Account Number (PAN) of all the partners/directors (in case of company) along with names, addresses and telephone Nos./Mobile Nos. of each Partner/Director.
- b) Latest Partnership/Ownership deed of the firm quoting the tender.
- c) Copy of list of directors (in case of company) with names, addresses and telephone Nos./Mobile Nos. of each director.
- d) Power of Attorney to sign the tender documents and all correspondence before and after placement of order.
- e) "Regarding Serving Officer(s) or Employee(s) of the MP Discom"

The Bidder shall confirm that no Serving Officer(s) or Employee(s) of the MP Discom is/are Partner(s) of the Bidder's firm or having shares or has any interest in his/her firm. The Bidder shall further confirm that no Partner of his/her firm has any close relationship (spouse, son, daughter, father mother or brother) with any serving Officer (s) or Employee (s) of the MP Discoms.

3. EVALUATION OF OFFERS AND ACCEPTANCE OF TENDER

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

4. COMPUTATION OF LOWEST ACCEPTABLE RATE (L1)

Price bids of qualified Bidders shall be opened and evaluated to find lowest rate of Overall project subject to reasonability of rates. The bidder, who quotes lowest rate in Schedule-I (total price inclusive of taxes) shall be declared as L1 bidder.

Bidders must quote all line items for full quantity as mentioned in Schedule-I Price Schedule. If any line item is found empty or zero quantity or partial quantity quoted in the price schedule, then such a bid shall be rejected.

In case if the price quoted by the two or more bidder firms are same and are lowest (L- 1), then firm having more total turnover in previous three financial years will be selected as L-1.

(Note-The L-1 bidder(s) shall be declared on the basis of overall project L-1 rate.)

5. SNAP BIDDING

- 5.1.1 In case the Purchaser opts for snap bidding, then all the initial Price Bids shall be discarded by the purchaser and shall invite all the bidders, who were technically qualified, to submit the new Price Bids as per terms and conditions of the bidding document. The timeline for submission and price bid opening of such price bids shall be intimated separately to all such Bidders by the Purchaser. Bidders submitting new Price Bids electronically shall follow the electronic bid submission procedures specified in the bid document for resubmission of Price Bids.

The quoted price in the Price bid shall not be allowed to be increased above the L-1 rates. If any bidder bids above the lowest evaluated price during the initial bidding, his bid shall be treated as non-responsive and bidder shall not be considered for award.

- 5.1.2 In case any of the invited technically qualified bidder does not submit new Price Bid during the snap bidding then he shall not be considered for any further evaluation by the Purchaser.

- 5.1.3 Re-submitted new Price bids shall be again evaluated by the Purchaser as per terms and conditions of the bidding document. The Purchaser shall evaluate the price bids and derive the lowest evaluated bid (L1). However, in case, even after submission of new price bids by the bidders, the Purchaser has right to reject the lowest Evaluated Bid Price. If the bid is rejected by the purchaser then the entire bidding process shall be annulled.

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M.P.M.K.V.V. Co. Ltd., Bhopal

SECTION-III

SPECIAL TERMS & CONDITIONS OF CONTRACT

1. PRICES

The price quoted by bidder shall be on FOR destination basis (in INR only) at respective consignee, of MPMKVVCL, Bhopal including of packing, forwarding, and other charges.
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2. PAYMENT MILESTONES

The Payment shall be made by MPMKVVCL, Bhopal as per the following schedule:

S.No.	Milestone	Payment	Document Required
1	On successful completion of each quarter for AMC & Support	100% of quoted price for respective quarter	Invoice & SLA compliance report.

3. PAYMENT PROCEDURE: -

- a. Three copies of each invoice along with the respective documents need to be submitted upon completion of each milestone for processing the payment.
- b. The GM (IT/Services) shall issue acceptance certificates to the Service Provider for the milestones and documents submitted by the Service Provider, unless otherwise advised by the Purchaser.
- c. All payments shall be made after adjusting penalty amount payable, if any. In case there are any penalties / liquidated damages to be levied and are recoverable as per contract, the Project Manager/consignee i.e.; the Manager-IT, Data Centre shall issue a certificate specifying the amount of Liquidated Damages recoverable as per contract.
- d. Taxes, duties, levies etc. will be paid as per prevailing rate.
- e. **In case of Non submission of SD/BG and non-execution of the contract agreement, payment may not be released.**
- f. The service provider shall submit project progress report for each fortnight within seven days after completion of the fortnight, failing which the payment may be withheld till the respective progress reports are submitted.
- g. The Purchaser shall make above payment directly in the supplier's Bank account, for which the following details are required to be invariably submitted with the offer in the prescribed schedule / template: -
 - i. Name of Bank and Branch Address
 - ii. Bank Account Number
 - iii. IFS Code of the Branch for RTGS transfer
 - iv. Charges required by Bank in this regard will be debited to supplier's / Service Provider's Account. Net payment after deduction of charges required by the Bank shall be released in favour of suppliers.

4. CONSIGNEE :

1. The consignee of all the services, to be delivered in, shall be Manager-IT, Data-Centre, O/o MD-CZ, MPMKVVCL, Bhopal.
2. The bills shall be verified and passed by Manager-IT, Data-Centre, O/o MD-CZ, MPMKVVCL, Bhopal after successful installation and operation for onward processing for payment, upon verification of each consignee.
3. The following documents will have to be forwarded to the paying authority along with bills in triplicate: -
 - a) Bill / Invoice.

- b) Utilization Report
 - c) Up time Report
 - d) Completion Certificate
4. The invoice in triplicate with relevant documents such as reports etc. should be submitted to the DGM (CBPU) MPMKVVCL, Bhopal for the quantities supplied to the consignee for claiming the payment or any other related issues.

5. AMC SCHEDULE OF COMPONENTS

AMC Schedule of components is mentioned in **Schedule-I(B)** of the Tender Document.

6. PERFORMANCE GUARANTEE

Security deposit equal to 10% of value of the order in the form of DD/B.G. only drawn on any scheduled Bank. The Bank Guarantee towards Security Deposit should be from a scheduled bank with validity of minimum **42 months** so as to cover the guarantee period of the material and also due and faithful execution in accordance with terms and conditions of the order. **It should be noted that, in case of default liability reaches the limit of 10% of the order value, the SD shall be evocable followed with the actions as applicable for default conditions.**

The security deposit shall be deposited by the bidder within **30 days** from the date of receipt of the order. In case the bidder fails to deposit Security Deposit with in the period as specified above, the amount of security deposit shall be adjusted/deducted from their first supply bill, and in case amount of Security deposit is higher than first supply bill then remaining amount of security deposit shall be adjusted from subsequent supply bills. The facility of Permanent Security Deposit (PSD) shall not be considered against this tender and the bidders shall have to furnish the requisite Security Deposit as above.

- (i) Demand drafts should be in favour of senior account officer MPMKVVCL, Bhopal drawn on any Nationalized/scheduled bank at Bhopal.
- (ii) The Bank Guarantee shall require to executed on a non-judicial stamps equal to 0.25% of the amount of BG subject to maximum rupees 25,000/-
- (iii) SSI units registered with industries department of Madhya Pradesh (MP) shall be required to pay security deposit subject to maximum of Rs 20,000 in cash or DD. This concession is for such SSI units of MP who are doing business up to Rupees 50 Lakhs annually with MPMKVVCL.
- (iv) The Purchaser shall adjust/forfeit the SD against liquidate damages on account of non-execution or part execution of the orders/poor performances of the supplier.
- (v) Security Deposit shall be returned to the supplier only after due and faithful performance of the order and on expiry of guarantee period provided there is no liability to be recovered against the purchase order placed on them.
- (vi) The purchaser at its discretion may reduce the amount of Security Deposit on prorata basis to the extent for the quantity for which performance guarantee is left.
- (vii) No interest shall be payable by the Purchaser on security deposit submitted by supplier.
- (viii) As per SFMS platform the bank account details of purchaser needed for preparation of BG are tabulated below;

Account Name : MP Madhya Kshetra Vidyut Vitran Co. Ltd. Bhopal
 Bank Name : State Bank of India
 Branch name: Commercial Branch Bhopal (01920)
 Branch address : Ground Floor, LHO Building Hoshangabad Road, Bhopal
 Account number: 00000030013970119
 IFSC Code : SBIN0001920

Accordingly, it has to be ensured carefully that details of the bank guarantee are transmitted through SFMS from issuing bank to the branch mentioned above to authenticate confirmation/genuineness of the same.

7. AGREEMENT

The Service Provider shall have to complete formalities of agreement within 30 days from the date of placement of order. The Contract Agreement will be signed between Service Provider and CGM/Dy.CGM (IT) MPMKVVCL (As per the guidelines of Government of MP and on the format provided by MPMKVVCL, Bhopal).

8. LIQUIDATED DAMAGES

In case of delay in execution of the order or non-execution of the order, the purchaser shall recover from the supplier, a sum equal to 0.5% of the Ex-works price of the quantity not delivered to Consignee for every week of delay. For the purpose of this clause, part of a week shall be considered as full week. However, maximum penalty under this clause shall be restricted to 10% of the Ex-works value. This will be without prejudice to other remedies available to the purchaser as per the laws of India, or terms of this Tender. Penalty will be imposed on delay in final milestone Go-Live including installation & commissioning.

9. UNSATISFACTORY PERFORMANCE

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

- (a) Offers of those bidders, who have been debarred / black listed for future business with our Company / other Discoms of MP, shall be summarily rejected.
- (b) In case of those bidders whose past performance has not been satisfactory against previous tenders / work contract on turnkey basis of Company, their offer shall be rejected, and if opened their price bid will be rejected. Even on opening of price bid, if the past performance found unsatisfactory before placement of order, they will not be considered for order. Following shall attribute to poor performance of a bidder: -
 - (i) Non-execution of previous order(s)/ work contract /inordinate delay in supply of material.
 - (ii) Failures of material in testing & non-replacement of the same by the supplier.
 - (i) Excessive failures of past supply material beyond certain performance criteria / percentage failure, as decided by company.
 - (iv) Non replacement of WGP defective material within specified / allowed time period.

10. SERVICE LEVELS AGREEMENT

SLA is mentioned in **Schedule-I(A)** of the Tender Document.

11. SUSPENSION /BANNING OF BUSINESS DEALINGS

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

12. LABELLING OF ITEMS REQUIRED

Each equipment shall be labelled with the sticker mentioning Property of MPMKVVCL along with details of Order no., Warranty period, contact details for Breakdown/Support team and/or any other details as specified by the consignee. The Sticker should be waterproof and tamperproof.

13. CONTRACT PERIOD:

The effective date of the contract shall be from the date of contract agreement or 30 days from the date of order, whichever is earlier. The Annual Maintenance Contract (AMC) will be initially for a period of Three years from the effective date on the terms and conditions of the tender AMC and Support of Data Centre Hardware, Software & EMS/NMS Tools for MPMKVVCL, Bhopal

document, which may be extended further for two years on the same terms & conditions of the tender and prices in BoQ. During this period of contract, MPMKVVCL may issue the Purchase Order (s) to procure the required items, services, etc. for any period/duration (which will lie within the contract period) and bidder will be required to supply these items, services, etc. to MPMKVVCL meeting the terms of PO (s), contract, tender. MPMKVVCL reserves the right to issue the Purchase Order (s) to procure the items, services, etc. during this period of contract.

Chief General Manager (Proc.)
M.P.M.K.V.V. Co. Ltd., Bhopal

SECTION-IV

SCOPE OF WORK

1. INTRODUCTION

The Purchaser- MP Central Discom (MPMKVVCL) intends to procure AMC and Support of Data Centre Hardware, Software & EMS/NMS Tools. Same shall be provided within the timelines indicated in this Tender Document. Central Discom expects the Supplier to adhere to the approach described in this Tender Document with possible improvements thereto.

2. DETAILED SCOPE

The overall scope primarily consists of following activities and works to be carried out by the bidder for Central Discom.

- I. The Scope of work involves comprehensive maintenance & technical support of hardware, software & EMS/NMS Tools (mentioned in Bill of Material of the Tender Document installed at data Center, MPMKVVCL Bhopal for 3 (Three) years.
- II. The Bidder shall provide AMC & Support for all the components mentioned in tender documents and for its subcomponents.
- III. The Bidder shall be responsible for providing Onsite 3 years, 24X7X365, AMC & Support with Response time & Uptime mentioned in SLA of the Tender Document.
- IV. The onsite support for Hardware and Software shall be provided by the bidder on requirement.
- V. If there is any software/patch/version upgrade in any product mentioned in tender document, so bidder will provide onsite support for latest upgradation.
- VI. The purchaser at any point during the contract period shall not be charged any extra cost other than submitted in Price & Quantity of tender document for AMC & Support of mentioned products in tender document. Any extra cost required to fulfil the requirement of tender document shall be borne by the bidder only.
- VII. During the contract period, any faulty parts must be replaced exclusively with original or genuine components. The replacement parts should match the specifications of the original parts to ensure compatibility and maintain performance standards.
- VIII. If a component has to be replaced because of technical, functional, manufacturing or any other problem, it should be replaced with a new component of the same or higher model and configuration without any cost to purchaser. If any higher model is provided so it should be seamlessly compatible with existing infrastructure.
- IX. The Bidder shall be responsible for providing end to end technical support for all hardware/software/tools and for its subcomponents & sublicense mentioned in this tender document. The technical shall be provided for existing operation, new operation or any other operation which is required for purchaser.
- X. For Integrity BL870c i4 Servers support for hpux shall also be provided by bidder.
- XI. For EMS/NMS upgrade of software on the next upgraded version or latest version shall be responsibility of the bidder.
- XII. The Bidder must deploy a full-time experienced manpower for onsite support daily support & complaints handling at Data Center, MPMKVVCL Bhopal.
- XIII. The Bidder should provide the escalation matrix, official email address, contact numbers and if any official portal for registering complaint and support for 24X7X365.
- XIV. The Bidder shall maintain the sufficient inventory of spare items as far as possible to avoid delay in replacement whenever required.
- XV. MPMKVVCL is parallelly in process of upgradation of Data Centre End of Life-support (EOSL) Core Routers, Core Switches, TOR Switches, L3 Switches. Upon placement of Contract award of same and successful installation & commissioning of equipment, MPMKVVCL shall de-scope the items mentioned above or any from the AMC at any stage of contract.

3. Termination for default

1. Default is said to have occurred
 - a. If the bidder fails to deliver any or all of the items or work within the time period(s) specified in the purchase order, any extension thereof granted by MPMKVVCL.
 - b. If the bidder fails to perform any other obligation(s) under the tender, Purchase Order (PO).
2. If the bidder, in either of the above circumstances, does not take remedial steps within a period of 15 days after receipt of the default notice from MPMKVVCL (or takes longer period in spite of what MPMKVVCL may authorize in writing), MPMKVVCL may terminate the purchase order in whole or in part. In addition to above, MPMKVVCL may at its discretion also take the following actions:

MPMKVVCL may procure, upon such terms and in such manner, as it deems appropriate, items similar to the undelivered items and the defaulting bidder shall be liable to compensate MPMKVVCL for any extra expenditure involved towards items to complete the scope of work in totality and 20% of the total value of purchase order as cancellation charges through invocation of PBG and/or from any due payment, etc. to the bidder.

3. MPMKVVCL may at its discretion terminate the purchase order by giving 15 days' notice to the bidder, without any compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent.

4. Applicable Law

1. The bidder shall be governed by the laws and procedures established by Govt. of MP, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings, processing.
2. Any dispute or difference, arising under, out of, or in connection with this tender/ Purchase order shall be subject to exclusive jurisdiction of competent court at Bhopal only.
3. MPMKVVCL reserves the right to cancel this tender and/or modify the requirement without assigning any reasons. MPMKVVCL will not be under obligation to give clarifications for doing the aforementioned.
4. MPMKVVCL also reserves the right to modify, relax any of the terms & conditions of the tender.
5. MPMKVVCL, without assigning any further reason can reject any bid(s), tender, in which any prescribed condition(s) is/are found incomplete in any respect.
6. MPMKVVCL also reserves the right to award Purchase Order, Works, Supply order on quality, technical basis, which depends on quality, capability of the system and infrastructure of the bidder. The bidder(s) are, therefore, directed to submit the bid carefully along with complete technical features of the products, systems as well as other documents required to access the capability of the bidder.

5. Damage to person and property

The bidder shall (except, if and so far as this agreement provides otherwise), indemnify and keep indemnified MPMKVVCL & its users against all losses and claims for injuries or damage to any person or property arising out of or in consequence of the works by them and against all claims demands, proceedings, damages, loss charges and excesses whatsoever, in respect of or in relation thereof.

**Chief General Manager (Proc.)
M.P.M.K.V.V.Co.Ltd., Bhopal**

SCHEDULE-I: PRICE AND QUANTITY
TO BE FILED ONLINE IN ENVELOPE- C

WE QUOTED OUR LOWEST RATES AGAINST TENDER SPECIFICATIONS AS UNDER:

S. No.	Component/Hardware/ Software(including its subcomponent, sublicenses & management licenses) with 3 Year AMC & Support	Qty	Unit	Quarterly Unit Ex Works AMC & Support Cost (Rs./Unit)	Total Unit AMC & Support Cost for Three years (Quarterly Cost X 12) (Excl. taxes) (Rs.)	IGST@18% (On column 6)	CGST 9% (on column 6)	SGST 9% (on column 6)	Total Unit AMC Cost for 3 yrs (Incl taxes) (Rs.)
1	2	3	4	5	6	7	8	9	10=6+7+8+9
1	HP Blade System c7000 Enclosure G3 Chassis	4	No.						
2	HP ProLiant BL 460c Gen9 Server	48	No.						
3	HP Integrity BL870c i4 server	4	No.						
4	HP 3Par 7400c Storage with Service Processor	2	No.						
5	HP 3Par 8400c Storage with Service Processor	2	No.						
6	SAN Switch	1	No.						
7	HP Proliant DL 580 G5 Server	1	No.						
8	HP Proliant DL 380 G5 Server	3	No.						
9	HP Proliant DL180 Gen 9	6	No.						
10	HP EMS/NMS	1	Bundle						
11	Cisco Nexus Switch	2	No.						

12	Cisco Core Router	2	No.						
13	Cisco Router	3	No.						
14	Cisco Server	4	No.						
Total									
Total Cost									

1. GST Registration Number of Bidder....., (Enclose copy of Registration Certificate)
2. GST Registration Number of MPMKVVCL – 23AADCM6799G2Z4
3. The bidder shall fill either rate/value of CGST & SGST or IGST as applicable.
4. The prices are to be filled in strictly in this format only.
5. Responsibility of any lack of clarity leading to confusion will rest with bidders.
6. Rates in various tapering steps shall not be considered.
7. The UNIT of measurement for quoting rate of the item specified in the above Price Bid schedule should be noted carefully before quoting rate(s). The unit shall remain un-changed & applicable as per the above schedule and quoted rate shall be considered only as per the above specified unit(s) for purpose of comparison as well as placement of order. The bidder shall be bound to accept the same; else EMD shall be forfeited and may be disqualified for TWO (2) future tenders of MPMKVVCL for same/similar item(s), reserving rights of other actions as per provisions of the tender & law of contracts.
8. It is to certify that the relevant portion of input tax credit has been accounted for while quoting the above prices.

Place-
Date-

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

SCHEDULE-I(A): SERVICE LEVEL AGREEMENT

The following table details out service level agreement for Response & Resolution Time for complaints logged for mentioned components/services.

The supplier should ensure that outage of any component or any other peripherals components should not be greater than 1(One) day from logging the complaints.

If greater than 1 (One) day from call log/register, supplier should arrange a standby component for the outage. Outage of any sub component of a component would be considered as an outage of the component.

- 1. Response Time:** Time will be calculated from the time of logging the complaint by purchaser.

S. No.	Component/Service	Response Time (Max)	Penalty
1	Blade Chasis, Blade Server, 3par Storage With Service Processor, SAN Switch, Switch, DL180 Gen 9 Server, Nexus Switch, Core Router, Router, Cisco Server.	2 Hours	Rs. 1000/- per hours if response time exceed.
2	Proliant DL 380 G5 Server, Proliant DL 580 G5 Server, EMS/NMS Tools	4 Hours	Rs. 1000/- per hours if response time exceed.

Note: Penalty will be deducted from the respective bill of that quarter.

- 2. System Availability (UP Time):** System availability shall be calculated as $[1 - (\text{Downtime} / \text{Total time})] * 100$. Uptime time will be calculated on quarterly basis.

For the hardware if any subcomponent is down, which is affecting the desired operation of purchaser so same shall be considered downtime of that component and penalty will be charged as mentioned below table.

For ACS, DCNM, Any Software & EMS/NMS Tools if any module is down which is affecting the desired business operation of purchaser so same shall be considered as downtime of ACS, DCNM, Any Software & EMS/NMS Tools and penalty will be charged as mentioned below table.

S. No.	Component/Service	SLA Target	Penalty	Measurement Tool/Method
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1	Blade Chasis, Blade Server, 3par Storage with Service Processor, SAN Switch, Switch, DL180 Gen 9 Server, Nexus Switch, Core Router, Router, Cisco Server.	>= 99.8% uptime	<p>If less by 1% of SLA, then 2% of the quarterly price of down item</p> <p>If >1% but <= 2% of SLA then 3% of the quarterly price of down item</p> <p>If >2% but <=5% of SLA then 6% of the quarterly price of down item</p> <p>If >5% but <=10% of SLA then 10% of the quarterly price of down item</p> <p>If >10% of SLA then No Payment</p>	Measured 24X7X365 (measured / calculated quarterly)
2	Proliant DL 380 G5 Server, Proliant DL 580 G5 Server, EMS/NMS Tools.	>= 99.5% uptime	<p>If Less by 1% of SLA then 2% of the quarterly price of down item</p> <p>If >1% but <= 2% of SLA then 3% of the quarterly price of down item</p> <p>If >2% but <=5% of SLA then 6% of the quarterly price of down item</p> <p>If >5% but <=10% of SLA then 10% of the quarterly price of down item</p> <p>If >10% of SLA then No Payment</p>	Measured 24X7X365 (measured / calculated quarterly)

Note: Penalty will be deducted from the respective bill of that quarter.

3. System Failure: This will be applicable in case of repeated breakdown of the same system.

Parameter	Description	Target	Penalty	Measurement Tool/Method
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System failure	System breakdown occurs repeatedly	More than 3 times within a month	That system will need to be replaced or else equivalent amount will be deducted from the Supplier's next bill.	Call logged by the users for same system.
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4. **Manpower non availability: - Additional penalty@500 per day shall be applicable on non-availability of technical manpower at Data Center.**

Note: Penalty will be deducted from the respective bill of that quarter.

**Chief General Manager (Proc.)
M.P.M.K.V.V.Co.Ltd., Bhopal**

SCHEDULE-I(B): AMC SCHEDULE OF COMPONENTS
(From the Date of issue of Purchase Order/ Award of Contract for AMC & Support)

S. N.	Component/Hardware/ Software (including its subcomponent, sublicenses & management licenses) with 3 Year AMC & Support	Category	Qty.
1	HP BladeSystem c7000 Enclosure G3	Blade Chasis	4
2	HP ProLiant BL460c Gen9	Blade Server	48
3	HP Integrity BL870c i4	Blade Server	4
4	HP 3Par 7400c with Service Processor	Storage	2
5	HP 3Par 8400c with Service Processor	Storage	2
6	SAN Switch	San Switch	1
7	HP ProLiant DL 580 G5	Rack Server	1
8	HP ProLiant DL 380 G5	Rack Server	3
9	HP ProLiant DL180 Gen 9	Rack Server	6
10	EMS/NMS Bundle	Tools	1
11	Cisco Nexus Switch	Switch	2
12	Cisco Core Router	Router	2
13	Cisco Router	Router	3
14	Server	Server	4

SCHEDULE – II

(Undertaking)

The following declaration/Undertaking must be submitted by all the bidders on non-judicial stamp paper worth Rs.500/- duly notarized

- I proprietor / partner / Director / Authorized Signatory of M/s.....
..... having its Registered Office/Head Office at Give an undertaking ;
1. That, M/s have participated against TS No. due for opening on
For supply
 2. That, I have gone through the tender document and aware with all the requirement of the tender specification.
 3. That, the profile of M/s is as under:-
 - 1 Address of factory/works-
 - 2 GST Registration No. of the firm -.....
 - 3 PAN No. of the firm -
 - 4 Entrepreneurs Memorandum Number (If registered under MSMED Act 2006) –
.....
 - 5 E-mail address of the firm -
 - 6 Mobile No. -.....
 - 7 Name & Branch address of bidder banker -
 - 8 Bank Account of the firm -
 - 9 IFSC Code of the branch for RTGS -
 4. That the details of owner / partners / Directors (in case of Company) of the bidding firm is as under:-

Sr. No.	Name of Owner / Partners / Directors	Address of Owner / Partners / Directors	Mobile Numbers of Owner / Partners / Directors	PAN Number of Owner / Partners / Directors

5. That as against tendered quantity we have submitted our bid for full tender quantity.
6. That I/We confirm that there is no deviation with the commercial terms & conditions and technical requirement of the Tender Specification.
7. That, our firm M/s..... have experience of AMC of Data Centre Hardware i.e., Server /Storage /Routers /Switches/Firewall etc., in any government/semi-government /PSU or utility within last three (3) years in India as a sole bidder. The year will be considered from FY 2021-22 to FY 2023-24 to the date of opening of tender:-

S N	Period	Value of Order	Name and address of purchaser	PO No. and date	Quantity pending for execution within delivery schedule	Reasons for non-Completion of order, if any
1	2	3	4	5	6	7

(No. of rows may be inserted as require)

8. That, the information given by us as above is true and correct and the same has been extracted from the relevant POs/Invoice/MRCs/Receipted Delivery Challan maintained by the firm.

9. That the MPMKVVCL will have full right to cancel the order, if awarded and forfeit the EMD / Performance SD as applicable in event if finds that the information given at sl. No.7 is misleading or false, even at a later date i.e. after opening of Price Bid/Award of Order.

10. Regarding Black-listing / Debarring:-

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

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

11. Regarding Conflicting Interest:-

I/We _____ Sole Proprietor / Partner / Director of M/s _____ undertake that the bidding firm do not have conflict of interest with any other parties in this bidding process as per provision of Clause-2, Annexure-II of the tender.

12. Regarding serving or retired officer(s) or employee(s) of the Discoms of M.P.:-

We confirm that no Serving Officer(s) or employee(s) of the **MP** Discom is/are Proprietor/Partner(s)/Director(s) of the firm/company or having controlling shares or has controlling interest in the firm. It is also confirmed that no Proprietor/Partner(s)/Director(s) of the firm/company has any close relationship (spouse, son, daughter, father, mother or brother) with any serving Officer(s) or Employee(s) of the **MP** Discom.

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

13. Regarding Information / details given:-

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

- (i) Not follow & shall not follow unethical/unfair/fraudulent practice in any manner.
- (ii) Has no conflict of interest with any bidder/firm participating in the tender.
- (iii) Not concealing any material information.
- (iv) Not given any misleading fact or statement in the offer/bid submitted against the tender.
- (v) Has not been debarred/blacklisted for future business with Purchaser/other Discom of MP.

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

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

PLACE:

SIGNATURE OF TENDERER

NAME IN FULL

DATE

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

**Chief General Manager (Proc.)
M.P.M.K.V.V. Co. Ltd., Bhopal**

SCHEDULE – III
SCHEDULE OF FINANCIAL INFORMATION

(TO BE KEPT IN THE ENVELOPE B, “COMMERCIAL / TECHNICAL BID”)
ON THE LETTER HEAD OF THE CHARTED ACCOUNTANT FIRM
CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

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

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

- a) Since the NIT of the Tender has issued in Oct 2024 and hence for the Financial Criteria the last Financial Year is 2023-24.
- b) Total TOTAL TURNOVER of the Entity for the last Three financial years (2021-22, 2022-23 & 2023-24) is Rs. _____
- c) Annual turnover for the last financial year (2023-24) of the entity is Rs _____
- d) WORKING CAPITAL of the Entity as per the Balance Sheet for the last financial year / bank utilization certificate-Fund Based (not more than 30 days from the date of opening of tender) is Rs _____ .
- e) The firm fulfill the financial criteria as required under Clause-4 Section-II of the tender.
- f) The above said information is true and correct to the best of my knowledge and belief and the Information has been extracted from the Books of Accounts maintained by the entity.

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

For, _____
Chartered Accountant Firm,
FRN No. _____

CA. _____
(Designation _____)

M. No. _____
UDIN No. _____

Date : _____
Place: _____

Signature and Seal of CA

Note:

- (i) *The document should be signed by the proprietor / Partner/ Director/ Authorized signatory of the Company.*
- (ii) *The information given at (b), (c) & (d) above must appear in the website of the Institute of Chartered Account against the UDIN Number as given above.*

Proforma of Performance Security

(Bank Guarantee)

(To be executed on non-judicial stamp paper worth Rs.0.25% of the BG amount subject to maximum Rs.25000/- and one rupee revenue stamp may be affixed on Bank Guarantee).

Bank Guarantee No. ----- dt. -----

In consideration of the MP Madhya Kshetra Vidyut Vitaran Co. Ltd., Bhopal having agreed to accept this Bank Guarantee in lieu of cash deposit by way of security for due and faithful performance required from M/s..... herewith after referred to as Service Providers the bank of hereby agreed unequivocally and unconditionally to pay within 48 hours on demand in writings from the MP Madhya Kshetra Vidyut Vitaran Co. Ltd., Bhopal on any Officer authorized by it in this behalf of any amount upto and not exceeding Rs.(in words) Rs. to the said MP Madhya Kshetra Vidyut Vitaran Co. Ltd., Bhopal on behalf of the aforesaid M/s..... who have tendered and contracted for the supply of materials, equipments or services to the said MP Madhya Kshetra Vidyut Vitaran Co. Ltd., Bhopal against order No. dt. for the order value of Rs.

This agreement shall be valid and binding on this bank up to and including or for such further period as may hereunder be mutually fixed from time to time in writing by the MP Madhya Kshetra Vidyut Vitaran Co. Ltd., Bhopal and the Service Providers and shall not be terminable by notice or any change in the constitution of the aforesaid bank or the firm of Service Providers or by any other reasons whatsoever and the banker's liability hereunder shall not be impaired or discharges by any extensions of time or variations or alternation made, given conceded or agreed to with or without the bank's knowledge or consent by or between the MP Madhya Kshetra Vidyut Vitaran Co. Ltd., Bhopal and the Service Providers in the existing and / or further tenders and /or contracts.

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

The liability under this guarantee is restricted to Rs. (in words) only. This guarantee shall remain in force until unless a demand to enforce a claim is made under this bank guarantee by the Company to the bank within six months from that date i.e. the rights of the MP AMC and Support of Data Centre Hardware, Software & EMS/NMS Tools for MPMKVCL, Bhopal

Madhya KshetraVidyutVitaran Co. Ltd., Bhopal under this guarantee shall be forfeited and the bank shall be relieved and discharged from all liability there under:-

Signed

For

(Bank)

WITNESSES:

1. (Signature)

..... (Name)

..... (Address)

2. (Signature)

..... (Name)

..... (Address)

CGM (Procurement)
M.P.M.K.V.V.Co.Ltd., Bhopal

Note:	1.	(#) Complete mailing address of the Head Office of the Bank to be given
	2.	The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank or the party on whose behalf the Bank Guarantee is being issued. The Bank Guarantee (BG) shall be issued on a stamp paper of value as applicable in the state of India from where BG has been issued or the state of India from where the BG shall be operated, whichever is higher

Draft Contract Agreement

**To be executed on non-judicial stamp paper
(As per Stamp duty act/rules of Madhya Pradesh; whichever is higher) and one rupee revenue stamp (stamp should be affixed over it)**

THIS CONTRACT AGREEMENT is made theday of, 2024
BETWEEN

Madhya Pradesh {Madhya Kshetra Vidyut Vitaran Company Limited, having been constituted under the Company's Act , 1956 (read with M.P. Electricity Reforms Transfer Schemes Rules 2006 vide notification dated 3rd June 06) under Section 131(4) of the Electricity Act, 2003, having its Registered office at {Address of Discom} (hereinafter referred to as the "MPMKVVCL" or "Purchaser" which expression , unless repugnant to the context shall include its administrators, successors, executors and permitted assigns) OF THE FIRST PART,

And

..... **[Name of Supplier]**....., a company incorporated under the Companies Act, 1956, having its principal place of business at [address of Supplier]..... (hereinafter referred to as the "Supplier" which expression shall include its administrators, successors, executors and permitted assigns)
OF THE SECOND PART.

(OR)

..... **[Name of Supplier]**....., (a Partnership Firm) registered under the Indian Partnership Act, 1932, having its Head Office at[address of Supplier] and consisting of Partners namely (hereinafter referred to as the "Supplier" which expression shall include its administrators, successors, executors and permitted assigns) OF THE SECOND PART.

(OR)

..... **[Name of Supplier]**....., a proprietary concern having its principal place of business at[address of Supplier]..... and owned and controlled by its Sole Proprietor namely (hereinafter referred to as the "Supplier" which expression shall include its administrators, successors, executors and permitted assigns) OF THE SECOND PART.

WHEREAS the Purchaser has invited bids for[briefly describe the scope of Works and services] as per NIT no.

AND WHEREAS the Supplier had participated in the above referred bidding vide their bid proposal no. dated including its amendments, if any and Purchaser after examining the said bid accepted their aforesaid bid and awarded the Contract to the Supplier on terms and conditions more specifically contained in its Letter of Award No. and the documents referred to therein, which have been unequivocally accepted by the Supplier resulting into a concluded contract, hereinafter called the "Contract". NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

1. AWARD OF CONTRACT

1.1. The Purchaser has already awarded the Supplier for the Works and service of on the terms and conditions contained in the Letter of Award No. dated and the documents referred to therein and under these presents. The contract has taken effect from i.e. the date of issue of the aforesaid Letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the “Contract” referred to in the succeeding article.

2. CONTRACT DOCUMENTS

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

- i. The Contract agreement
- ii. Letter of Award
- iii. Special Conditions of Contract, including any amendment/errata thereto
- iv. General Conditions of Contract, including any amendment/errata thereto
- v. Technical Specifications and Bid Drawings, including any amendment / errata thereto
- vi. The bid submitted by the Bidder, i.e. Bid Form along with its attachments and Schedule of Quantities/Price Schedules
- vii. Annexures

3. CONDITIONS & COVENANTS

3.1. The scope of Works and services under the Contract shall include

3.2. The scope of Works and services under the Contract as specified above, consideration, terms of payment, taxes and insurance wherever applicable, agreed time schedule, liquidated damages for delay and all other terms and conditions are contained in the Contract and the Contract shall be duly performed by the Supplier strictly and faithfully in accordance with the terms of this Contract.

3.3. The progress of Works and services shall conform to the agreed work schedule.

3.4. The Contract Agreement constitutes full and complete understanding between the parties and terms of these presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the Contract Agreement. Any modifications of the Contract Agreement shall be effected only by the written instrument signed by the authorized representatives of both the parties.

4. Detailed Price Schedules are attached herewith.

5. The Terms of Payment is governed by GCC clause no.....

6. Governing Laws

6.1. The laws applicable to this Contract shall be the laws in force in India

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution thereof has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at [mention the place where Contract is signed].....

Signed by for and on behalf of the Purchaser

.....
[Signature]

.....
[Title]

In the presence of

..... (Signature, Name and Title)

Signed by for and on behalf of the Supplier

.....
[Signature]

.....
[Title]

In the presence of

..... (Signature, Name and Title)