<u>NOTICE INVITING EXPRESSION OF INTEREST</u>

EOI NO. RCIL/SR/ERS/2024-25/EOI/7 DTD. 18-11-2024

Expression of Interest (EOI) For

Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project

Issued by:

RailTel Corporation of India Ltd

(A Navratna PSU under Ministry of Railways)

Kerala Territory Southern Region,

1st Floor Eastern Entry Tower Ernakulam Junction

Railway Station Ernakulam, 682016

Disclaimer

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

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

EOI NOTICE

RailTel Corporation of India Limited,

Kerala Territory Office, 1st Floor,
Eastern Entry Tower,
Ernakulum South Railway Station,
Ernakulam-682016

EOI NO. RCIL/SR/ERS/2024-25/EOI/7 DTD. 18-11-2024

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs for Selection of Partner for Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project (here after referred to as KSEBL), from RailTel Empanelled Business Associates for exclusive TEAMING ARRANGEMENT for the following

"Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project"

KEY INFORMATION

Closing date for Submission of e-Bids	21-11-2024 at 16:00 Hours
Date of opening of E-Bids	21-11-2024 at 16:30 Hours
EMD at the time of submission of bid	Rs. 5,00,000/-
Bid Validity Period	210 days
e-EoI portal for Submission of Bids	https://railtel.eNivida.com
Cost of EoI Document	Nil
Place of Opening of EoI	RailTel Corporation of India Limited, Kerala Territory Office, 1st Floor, Eastern Entry Tower, Ernakulum South Railway Station, Ernakulam-682016

Note:- RailTel reserves the right to change the above dates at its discretion. Bids received after due date and time will be summarily rejected.

EoI Notice and link for EoI Document are available on RailTel's website and e-EoI portal https://railtel.eNivida.com for download. For online bid submission the bidder will have to necessarily download an official online copy of the EoI documents from e-Nivida Portal. All future Information viz. corrigendum/addendum/ amendments etc. for this EoI shall be posted on the RailTel's website and e-EoI Portal only. Printed copy of EoI document will not be sold from RailTel office. Bid will be submitted online on e-Nivida Portal only.

Sd/- JGM/TERRITORY MANAGER

RailTel/Kerala Territory/Ernakulam

Earnest Money Deposit (EMD)&TOKEN EMD

1) **EMD payable**: EMD Rs. 5,00,000/- to be submitted by the selected BA shall be submitted in the form   of Bank Guarantee/Online Bank Transfer/Fixed Deposit as Total EMD.

2) EMD at the time of submission of EoI in the form of **RTGS** only, **shall be submitted as above** immediately within 24 hrs on advice from RailTel ,before the submission of the bid to KSEBL by the selected BA .

3) **Validity of the EMD**: The EMD shall be valid till the finalization of end customer RFP/Tender   i.e award of order and till submission of Performance Guarantee of requisite value with due regards to the validity of the offer.

Bids without EMD will be summarily rejected.

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

RailTel Bank Details for Submission of EMD / PBG:

Union Bank of India, **Account no.327301010373007,** IFSC Code: UBIN0805050.

Demand Draft shall be submitted in favor of RailTel Corporation of India Limited payable at Secunderabad.

EMD will be forfeited in case of non-submission of remaining EMD and PBG in time. EMD of unsuccessful Bidders will be refunded by Railtel on finalizing the EoI.

Eligible Business Associates are required to direct all communications related to this Invitation for

EOI document, through the following Nominated Point of Contact persons:

Contact Details for this EOI:

Level: 1 Contact: Shri. Anish Rehman, Senior Manager /Marketing/Ernakulam

Email: arehman@railtelindia.com Contact: +91-9704659404

Level: 2 Contact: Shri. M. Pazhanivelan, Jt. General Manager/Ernakulam

Email: pazhani@railtelindia.com Contact: +91-9003144207

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Note to Bidders :

1. The response to EOI is invited from **Eligible Empanelled Partners of RailTel only.**

2. All the document must be submitted with proper indexing and page nos.

3. This is an exclusive pre-RFP partnership arrangement with empanelled business associate of   RailTel   for participating in the end customer RFP. Selected partner's authorized signatory has to give an undertaking   that they will not submit directly or indirectly their bids and techno- commercial solution/association with any other Organization once selected through this EOI for pre- bid teaming arrangement (before and after submission of bid to prospective customer Organization by RailTel). **This undertaking has to be given with this EOI Response.**

4. Transfer and Sub-letting: The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose-off 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.

5. Bidder has to 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 as applicable and further issued corrigendum's as mentioned below:

Detail regarding END CUSTOMER Tender for reference :

End customer Tender Ref. No.	CEIT/RDSS/ITOT/24-25/06
Date of floating by End customer	13.09.2024
Closing time & date	Till 17:00 hrs on 23.11.2024
Floated on portal	Kerala e tender portal (www.etenders.kerala.gov.in)

6. Bidder also shall undertake to submit MAF of major items of the proposed solution and other documents required in the end Customer Organization's tender in favour of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel for bidding in the concerned tender of KSEBL, if their proposed solution is quoted to the customer as applicable and required.

7. The selected bidder will have to accept all Terms & Conditions of KSEBL RFP on back-to- back basis, wherever applicable.

8. Any corrigendum(s) issued by KSEBL against pertinent tender/RFP shall be the part and scope of this EOI document on back-to-back basis and the BA's shall be on the lookout of corrigendum's issued from time to time by RCIL & KSEBL, in the interest of their own Bid.

9. No exemption/relaxation is applicable to MSME/Startups.

10. Only, the eligibility clause/criteria and marks scoring criteria for SI/BA (Prospective BA/SI) as mentioned in KSEBL's RFP is not applicable on the Bidder/BA applying against this EOI. Rest all Terms & Conditions of RFP floated for pertinent tender will be complied by SI/BA/Bidders.

11. However, OEM considered by SI/BA for this project have to mandatorily comply all the eligibility & technical criteria/compliance on back-to-back basis in line with end customer RFP and corrigendum(s) issued thereof.

12. Please refer KSEBL RFP Payment terms as this will remain applicable on back-to-back basis on Successful bidders. Payment shall be made only after actual receipt of payment from KSEBL on submission of required documents. Compliance with GST terms in mandatory

13. Bidder may check the price/commercial bid as per BOQ and match the same with FORMATS FOR SUBMISSION OF THE COMMERCIAL BID of KSEBL RFP and if found any discrepancy, may be brought to the notice of RCIL immediately and may modify their financial bid format as per KSEBL RFP financial bid document.

14. This is a customer centric bid on back-to-back basis and therefore the benefits of MSME shall not be applicable on this EoI & Work Order.

1. About RailTel (Please visit *railtelindia.com* for more insight)

RailTel Corporation of India Ltd (RailTel) is one of the largest neutral telecom infrastructure providers in the country owning a Pan-India Optic fibre network on exclusive Right of Way (ROW) along Railway track. The OFC network presently reaches to over 4500 towns & cities of the country including several rural areas. With its Pan India high-capacity network, RailTel is working towards creating a knowledge society at various fronts. The portfolio of services provided by RailTel includes Data Centre & DR services, Tele-presence as a service, NLD services, IP-1 services, Internet and Broadband services on a pan-India basis.

Equipped with an ISO 9001, 20000-1:2011 & 27000 certification, RailTel offers a wide gamut of managed telecom services to Indian Telecom market including Managed lease lines, Tower co location, MPLS based IP-VPN, Internet, Data Centre services, NGN based voice carriage services to Telecom Operators, Dark fibre leasing to MSOs/LCOs. The major customer segment for RailTel comprises of Enterprises, Banks, Government Institutions/Department, Educational Institutions/Universities, Telecom Service Providers, Internet Service Providers, MSOs, etc. RailTel being a "Nava Ratna (Category-I)" PSU is steaming ahead in the enterprise segment with the launch of various services coupled with capacity augmentation in its Core network.

The main Project of RailTel/ERS Territory on hand are KFON, KSWAN, Wi–Fi service at Kerala Govt. Secretariat, E health Mission, IOCL VSS Project etc.

2. Background of EOI

RailTel Corporation of India Ltd (hereafter referred to as 'RailTel') an ICT arm of Indian Railways has been in the forefront of building innovative platforms and solutions and vision to build range of Information and Communication Technology (ICT) Services for its customers.

In this context, RailTel intends to participate in response to the RFP floated by KSEBL, as above (hereafter referred to as 'KSEBL') and accordingly seeks to select a suitable partner for pre-bid arrangement through this EoI for the work of "Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project"

Bidder has to 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. Bidder also shall undertake to submit MAF of major items of the proposed solution and other documents required in the end Customer Organization tender in favour of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel for bidding in the concerned tender of KSEBL, if their proposed solution is quoted to the customer, wherever applicable.

The details of tender are as below:

Tender Title: "Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project"

Ref. No: CEIT/RDSS/ITOT/24-25/06 dated 13.09.2024; latest amendment/ Corrigendum / clarifications. **Floated on: e tender portal (www.etenders.kerala.gov.in)**

Method of Quoting

System Integrator (SI)/BA shall quote for single OEM/ make and model for each item description, subject to the confirmation of the given specification equivalence. The make and model shall be clearly mentioned in the proposal. However the subsistence/subcomponents offered shall be compatible with inter-operability to the main system, if different makes/models offered. Deviation to be this will not be accepted/shall be summarily rejected, Wherever applicable.

3. Scope of Work & Partner Selection

The scope of work will be as mentioned in the pertinent end Customer organization RFP/Tender for "**Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project**" Vide **Ref. No: CEIT/RDSS/ITOT/24-25/06 dated 13.09.2024;** latest amendment/ Corrigendum / clarifications. **Floated on: e tender portal (www.etenders.kerala.gov.in)**

The scope of work includes

1 Detailed As-is study and Designing IT/OT applications:

- ITIA shall carry out As-Is Study for existing Enterprise Architecture, IT Applications & Solutions, Utility Business process, End user's competency etc. along with requirement gathering workshops to identify the Gaps and areas of improvements in current state of the Utility. The ITIA will take the necessary inputs and approval on the formulated As-Is Status report from Stakeholders/Nodal Officers of Utility.

- ITIA will identify and make suggestions on existing IT Applications & Solutions which needs to be phased out post implementation of the IT/OT applications.

- ITIA shall formulate the To-Be Document, Business & Process Design Documents, Technical Design Documents – HLD & LLD including Data Conversion and Migration Strategy based on the requirement gathering workshops inline with the Scope of project.

- ITIA shall carry out detailed Functional Requirement study, System Requirements Study and Finalize Business Blueprint Design for IT/OT applications

I. Web Self Service (WSS) & Centralized Customer Database (CCDB)

Web Self Service (WSS)

KSEBL has envisaged a web-based self-service portal based on state-of-the-art technology, a system that would allow us to provide better service to our customers by enabling them to quickly find the answers they need. It shall provide a high-quality experience for the customers and business associates that will provide them with a user-friendly portal that will make it easy for them to communicate with the utility through the web instead of direct phone calls or visits. This portal will also act as a source of information for the customers regarding policies and procedures. This in turn will improve customer satisfaction and reduce workload on the employees. When a customer enters the portal, they should be able to easily find utilities help center, selfservice materials, information, etc. After all, the point of self-service is to keep the process of customer support as simple and easy to navigate as possible. The portal shall be able to have the analytical capability with the data available in the WSS portal.

Centralized Customer database (CCDB)

The Commercial Database of Consumer is to be developed based on the Consumers Billing Database available with the Utility and the GIS based consumer and asset data base developed/being developed. The system is to be developed and installed as per specification and shall be capable of accepting the data that will be made available. It should also be capable of appending any required attribute etc and performing the entire intended task. After the first installation, the database is updated online in real time and taken into the system for routine functioning.

II. Business Warehouse and Management Information System (BW & MIS)

KSEBL intends to deploy AI based Centralized Data Warehouse, Business Intelligence (BI), Advance Analytics solution & MIS at an enterprise level by integrating data from multiple heterogeneous sources (business information of various IT applications) to in-depth analysis and automate the information reporting and decision support system of the organization. The objective of this project is to deploy a scalable & agile advance analytics platform to have the capabilities of predictive analytics and shall cater BI & reporting for the management based on available data. The reporting framework has capabilities of high data exploration, slice & dice and availability of the reports on the mobile & tablets for quick decision making. The Advance Analytics is to help in getting deep insights to corporate level objectives, key performance indicators (KPIs) and in generating specific targeted results linked to these KPIs.These KPIs shall be made available to concerned department in dashboard and it can be further drilled down to derive desired results. Performance monitoring will require clear targets for each of the measures as well as periodic reporting of actual results. The system shall be capable of notification to respective metrics owners in case of exceptions or deviation from the respective targets as well as provisions for providing explanation for the deviation. The BI tools shall aid business users in analyzing performance metrics and extracting insights in real time. MIS application is to be integrated with applications such as CCC, SLDC, SCADA, Smart meter, OMS etc.

III. Document Management System (DMS)

KSEBL would like to implement Document Management System (DMS) an automated software solution for organizing, securing, capturing, digitizing, tagging, approving, and completing tasks with KSEBL business process files. The Centralized Enterprise Document Management solution having the features of securely archiving business documents of all types, making them available in a flexible way, and using them efficiently. Regardless of the format and source, the solution shall manage linking documents electronically. The Document management software with File management and Mail management system shall be integrated with KSEBL existing and upcoming applications and shall be capable of keeping a record of the various versions of the documents created and modified by different users of (history tracking). The bidder shall provide necessary documentation and training. KSEBL intends to carry-out digitization and preserve documents for future reference / regulatory /audit requirements; minimize paper movement, to improve productivity and to improve the Turnaround Time (TAT) for services delivery thereby enhancing customer satisfaction, etc.

IV. Energy Audit

Energy Audit Module is the key to a systematic approach for decision-making in the area of energy management. Monitor important distribution parameters, capture hierarchical view of energy accounting, intelligent analysis tools for plugging loop holes and identifying revenue leakage, adding into perform network planning and management activities, calculate / identify technical and commercial losses at any point in the network.

V. Employee Self Service & Management Self Service (ESS &MSS)

Employee Self Service (ESS)

Employee Self-Service (ESS) is a system or platform that allows employees to access and manage their own personal and professional information independently. It is a component of human resources (HR) management systems designed to streamline and automate various HR tasks, reducing administrative burden and improving efficiency for both employees and HR departments. Employee Self Service is a web enabled tool used to update their own data by the employee themselves. It allows employees to create, display, and change their own data. Managing all transactions and data related to the entire life-cycle of employee management from recruitment to retirement and Pension processing.

Scope of work for Employee Self-Service (ESS):

1. Personal Information Management: Update and maintain personal details such as contact Information, address, and emergency contacts. Manage and review personal profile information and preferences.

2. Leave Management: Submit leave requests and view leave balances. Track the status of leave applications and manage time-off requests.

3. Payroll and related matters: Access payroll information, including pay, DA, allowances, Other Bills, Credited to account, deductions, update tax, pension process etc.

4. Benefits Management: Enroll in and manage various employee benefits, such as health insurance, retirement plans, and other company-provided benefits. Access and update beneficiary information and coverage options.

5. Training and Development: Enroll in training programs and view available learning opportunities. Stream educational videos and access training materials relevant to current or new roles.

6. Document Management: Upload and attach necessary documents related to training, certifications, and personal records. Access and review important company documents and policies.

7. Performance Management: View performance review schedules and feedback. Set personal goals and track progress in alignment with performance objectives.

8. Request Management: Raise and track tickets for HR-related issues, such as system access problems or benefits inquiries. Monitor the status and resolution of submitted requests.

9. Notifications and Alerts, Read and Acknowledge Company Policies: Employees can read and acknowledge receipt of company policies, procedures, and other important notifications and information's

10. Employee Attendance: Employee can register their attendance(Regular and shift) with location/ Geofencing method and employees can view their own attendance on the ESS Portal.

11. Work Shifts schedule and management: Employees can view, schedule, and edit their work shifts, ensuring they are aware of their work hours and can make adjustments as necessary.

12. View Appraisal And Disciplinary Proceeding's and associated information's

Managerial Self-Service (MSS)

Manager Self-Service (MSS) empowers employee managers by providing access to essential personnel data for their direct reportees, including leaves, performance, and more. The MSS interface mirrors that of the Employee Self-Service

(ESS) system, ensuring a consistent and user friendly experience. MSS provides managers with the tools they need to manage their teams more effectively. Manager Self Service is a web enabled tool used for Managers to take report or update the data of subordinate. It is a web based application designed for the people who carry out management tasks. This Manager Self Service is designed for all employees who perform management tasks at an operational level.

Scope of work for Managerial Self-Service (MSS):

1. Access to Personnel Data: View essential data for direct reportees, such as contact information, job titles, and department details. Monitor and track leave balances, time-off requests, and attendance records.

2. Performance Management: Review performance appraisals and feedback for direct reportees. Track individual goals and objectives, and update progress.

3. Leave and Time-Off(period during which an employee is not at work and is not performing their job duties.) Management: Approve or reject leave and time-off requests. Access real-time information on team leave schedules to manage staffing levels.

4. Learning and Development: View and assign relevant training courses and development programs to direct reportees. Track the completion status of assigned training modules and certifications.

5. HR Task Management: Update team members' information in the HR system, such as changes in roles, promotions, or contact details. Facilitate the on-boarding and off-boarding processes by managing necessary documentation and task completion.

6. Compliance and Reporting: Generate compliance reports to ensure team adherence to company policies and regulations. Monitor real-time data and analytics to support decision-making and strategic planning.

7. Employee Relations:Address and resolve issues related to direct reportees, including grievances, disciplinary actions, and conflict resolution. Maintain records of all employee interactions and resolutions.

8. Document Management:Access and manage important HR documents, such as performance reviews,contracts, and policy acknowledgments. Ensure secure storage and confidentiality of sensitive employee information.

9. Communication and Feedback: Facilitate regular communication with team members through the MSS platform. Collect and provide feedback to and from direct reportees.

10. Work Shifts schedule and management: Work schedule change, Shift plan change, view, schedule, and edit their work shifts can make adjustments if necessary.

11. Disciplinary cases: This module covers the process of managing disciplinary cases in the organization as per the provisions; it is proposed that the complete workflow from reporting of an misconduct to issuing a show cause notice or initiating a disciplinary enquiry and award of punishment shall be carried out in the system.

12. Administration: Managerial-level administration of all types of HR-related tasks and work allocation, such as approving or denying leave requests, viewing team absences and attendance, managing job postings, and more. Managers can able to connect with their employees from any location, which facilitates a more engaged workforce.

3 Supply, installation, integration, testing and commissioning of:

IT/OT system together with relevant database, licenses, and other software in conformance to Industry standards.

a. ITIA shall prepare and submit a detailed project plan for the software development/customization.

b. The IT Implementation Agency shall deploy a dedicated team experienced in installation, configuration, customization, integration and testing, implementation, deployment of the proposed IT/OT system.

c. For customizations which are not part of the functionality of the offered product, IT Implementation Agency must keep level of customization to a bare minimum depending upon offered functionalities and best practices. This is important to ensure that future upgrades, enhancements, and bug fixes are not impacted. Every custom development must be documented in detail and the code / script should be properly annotated with comments.

d. Configuring the specific IT/OT application modules, third party bolt-on applications, development of interfaces wherever and whenever necessary.

e. The IT Implementation Agency shall ensure that the proposed IT/OT application provide adequate interfacing mechanisms (both at the application and data level) with a view to integrate future applications of Utility. Such interfaces shall follow industry standards such as Application Programming Interface (API's) and web services, etc.

f. The IT Implementation Agency shall supply and install the application, database and related software, integration tools, along with the customized source code and requisite licenses. The IT Implementation Agency shall also describe and document the process to be followed for installing and operating the same.

g. The IT Implementation Agency shall consider stakeholder inputs when they are finalizing all processes including user interfaces, mode of data entry, storage and retrieval, output reports, queries, and the application design as a whole. Essentially it is expected that the IT Implementation Agency shall follow a SDLC Agile framework in implementing the project establishing regular Conference Room Pilots.

h. ITIA to suggest industry standard best practices for backing up (archiving), purging and restoring current / future data.

i. The UAT shall be carried out in the Testing environment created. Bidder shall be responsible for setting up the Testing environment and also for creating / populating the necessary configuration data as well as master data as would be required for the purpose of UAT.

j. The patches/fixes shall be tested by the support team of IT Implementation Agency in Development environment and subsequently UAT will be done in the Testing environment before they are implemented in production.

k. ITIA shall seek OEM's advice in using high-availability and other database features like partitioning, performance tuning etc. Database best practices like indexes, custom Partitioning (using relative merits of range, list, hash, composite partitioning etc.) should be utilized to get additional performance.

4 Data Migration

4.1 Data Assessment

The study of the source/legacy systems must provide comprehensive insights into the content, structure, quality, and integrity of the source/legacy systems. Risk Identification and Mitigation Plan for Data Migration: The IT Implementation Agency shall identify all risks associated with the data migration and enumerate mitigation measures and prepare a Risk Identification and Mitigation plan for Data Migration. The plan must address the contingency measures to be adopted during the event of a data migration failure. It must also clearly specify measures to be taken to prevent data loss. It may be preferable to consider migration of data to a backup system at the same time as the new system to address data loss due to system failures. Data migration is required for WSS, CCDB and ESS & MSS applications.

4.2 Data Mapping and Cleaning

A comprehensive data mapping exercise must be undertaken by the IT Implementation Agency before embarking on data migration. A good data map will detail an in-depth cross referencing of all mutual fields across the source system and the target system. It must include the following (but not limited to):

       a) Names of applicable fields -to (destination) and from (source)

b) Lengths and data types of these fields

c) Mapping of relationships between entities

d) Check on the constraints, unique fields, and integrity checks

e) Any logic involved in mapping such as string truncations or validations against any business rules.

The IT Implementation Agency shall be responsible for migration of operational data as required, including financial transaction data such as ongoing contracts, employee transaction data etc.In the event of any gaps in data migration, the IT Implementation Agency shall discuss with Utility, document the findings, and get it approved from Utility.

a) ITIA shall run mock data migration tests to validate the conversion programs that have been written.

b) ITIA shall validate the data before uploading the same to the production environment.

The PITIA shall support in conducting the acceptance testing and verifying the completeness and accuracy of the data migrated from the legacy systems to the proposed solution.

4.3 Data Migration

Data Migration refers to validation and migration of data from the manual/legacy system to the new database schema, linking and Meta tagging the documents to the relevant records in the Document Management System (DMS) and conformance to quality control requirements. The data should be migrated from the current application and media to the IT/OT applications during roll out and prior to 'Go-Live' of the application. The key data migration requirements include:

a) Data conversion: Since there would be significant difference between existing legacy database table structures and IT/OT Applications database table structures, therefore mapping shall be done between existing tables and proposed tables and data to be made compatible for migration and migrated into new tables.

b) Perform data cleansing for incorrect/ incomplete data.

c) Perform validation of digitized/scanned records

d) Obtain approval from competent authority on migrated data

The tool and solutions required for performing data migration must be designed by IT Implementation Agency after adequate study of the data to be migrated.

The IT Implementation Agency should submit data migration strategy in their bid, detailing all the activities to be performed during the data migration. Indicative broad activities to be performed by the IT Implementation Agency are as follows:

a) An assessment needs to be done to identify the database requirements for the application envisaged for this project. The data requirements in terms of master data and transaction data need to be identified, which is required for the envisaged solution.

b) Migration of complete records available in electronic form is required to be performed to acceptable quality and standards as prescribed in this RFP.

c) Development of merged database structure

d) Porting of all the data into the database

e) Final updating of the single database

4.4 Additional Requirements for Data Migration

a) The IT Implementation Agency shall migrate the data at the implementation sites of Utility.

b) The IT Implementation Agency shall formulate the "Data Migration Strategy document" which will also include internal quality assurance mechanism. This will be reviewed and approved by Utility prior to commencement of data migration.

c) The IT Implementation Agency shall incorporate all comments and suggestions of Utility in the Data Migration

d) The IT Implementation Agency shall perform mock data migration tests to validate the conversion programs.

e) The IT Implementation Agency shall ensure complete data cleaning and validation for all data migrated from the legacy systems to the new application.

f) The IT Implementation Agency shall generate appropriate control reports before and after migration to ensure accuracy and completeness of the data.

g) The IT Implementation Agency shall convey to Utility in advance all the mandatory data fields required for functioning of the proposed solution, and which are not available in the legacy systems and are required to be obtained by Utility.

h) The IT Implementation Agency shall develop data entry programs / applications that may be required for data migration in order to capture data available with / obtained by Utility in non – electronic format.

i) ITIA shall conduct the acceptance testing and verify the completeness and accuracy of the data migrated from the legacy systems to the proposed solution.

j) The IT Implementation Agency shall give the template for data migration to Utility and Utility shall furnish the required data on the templates provided by the IT Implementation Agency. The IT Implementation Agency shall furnish adequate guidelines to fill the data templates to Utility.

5 IT/OT Application Integration

ITIA shall ensure that the IT/OT applications are able to share data in industry acceptable protocols and formats. The proposed solution shall be based on an open architecture and supports various types of interoperability and integration methods including viz. SOA, API, EAI, Messaging Queuing, XML based file transfer, Flat file transfer etc.

IT/OT application must maintain integration logs that confirm the success or otherwise of the integration interface. All external systems should be integrated with the IT/OT applications based on a consistent, real-time or batch processing data exchange methodology operating in an automatic manner without any manual intervention unless specifically required. The Bidder is expected to make note of the following application modules which are already implemented at Utility.

Sl No	Application Names
1	SAMAGRA ERP (Enterprise Resource Planning)
2	Orumanet (LT billing software)
3	HT/EHT billing software
4	AMI application (Smart meter application)
5	OMS (Outage Management System)
6	CCC/CRM
7	GIS/NA
8	EAM
9	SCADA
10	Mobile application
11	Single sign-on application

ITIA needs to propose appropriate middleware solution for integration between IT/OT application and other supporting system including but not limited to the followings:

1. All required data residing in existing legacy applications to be identified and transferred /integrated with IT/OT System.

2. End to End Integration of supplied IT/OT applications and supporting solution with existing IT /Business Solutions and applications implemented across the value chain of Utility.

3. All interfaces should self-checking so that any exceptions or data validation errors are reported by the system.

4. The integration middleware should be based on Service Oriented Architecture (SOA) and other forms of Application Program Interfaces (API) and use publish / subscribe mechanism.

5. The Solution to be proposed as part of the bid will need to be integrated with any or all the above-mentioned application modules

6. To ensure that the integration is seamless with other applications would also be in the scope of Bidder

7. Any adapters, licenses, tools, scripts etc. required for integration with the existing and upcoming IT solutions of Utility will need to be arranged by the Bidder

8. Since all the existing IT Solutions & application modules are already in production and are business critical applications which bring in huge revenue for the Utility, it will be ITIA's responsibility to ensure minimal downtime for integration and flawless integration which doesn't disrupt any of existing business processes or cause any revenue loss to the Utility.

9. The integration mechanism adopted must have minimal impact on the existing systems

10. The access to data will only be through business rules i.e., the applications will not access data directly without going through APIs managed by business rules/validation/workflow.

11. The integration middleware/interface must validate the Data to be integrated

12. It must maintain integration logs that confirm the success or otherwise of the interface.

13. Utility can arrange for a session with the IT Implementation Agency in case the IT Implementation Agency need to understand any of the existing solutions and clarify their doubts.

6 Audits and IT Security

The audit and reporting activities will be carried out by any internal authority, Product OEM, or any Third-party agency to ensure the compliance with quality and overall requirements captured in RFP for IT/OT applications to achieve the goals and objectives as envisaged by the Utility. IT/OT System being deployed as a part of this project, will require an auditing and validation both initially as well as on an ongoing basis. The audit activities are mandatory and shall be carried out periodically inline to the timelines/frequency captured as per audit requirements of RFP. However, in case of any exception the audit and validation activities can be carried out in an ad-hoc basis, at the discretion of Utility. The IT Implementation Agency must understate to cooperate and support such audit or validation activities conducted by Utility or any of its appointed agency. ITIA will be responsible for facilitating and extending full cooperation for audits by any internal authority, Product OEM, or any Third-party agency. To carry out IT/OT Applications audit (OEM Audit), the cost for the iteration shall be borne by the IT Implementation Agency including the cost to incorporate any post audit suggestions/recommendations.

The audit and validation activity will be carried out to identify, assess, evaluate, and recommend on but is not limited to, the following:

a. Performance

b. Security

c. Manageability

d. Customized Source Code

e. OEM Standard and Compliance

f. Availability of Services

g. Functional and Technical Specifications

h. Policy and Procedure

i. Service level requirement

j. Software and supporting system

k. Hardware and other components

l. Project Documentation etc.

6.1 Auditing

The purpose of audit will be to assess, evaluate and assure to the management of the Utility, that the implemented IT/OT System, process, policy, and elements of systems are functioning properly and effectively to achieve the planned objectives. In case, any element of the solution is not functioning in line to the specific requirements and standards, then audit shall recommend the required corrections and corrective action. The audit activity shall include verification, examination, and evaluation of overall solution with objective evidence to assess, that IT/OT applications has been designed, developed, implemented, and documented in accordance and in conjunction with specified requirements. Cost of all audits shall be borne by the ITIA. The audit and validation activities under this will include but is not limited to, the following mentioned activities:

6.1.1 Service Level Agreement (SLA) Audit:

The quarterly monitoring and performance review of the IT Implementation Agency against the monthly formulated reports for SLA.

a. A designated third party or personal from Utility will review the performance of the IT Implementation Agency against the SLA.

b. The SLA reports shall be formulated based on the automated system generated reports.

c. The IT Implementation Agency shall submit the system generated monthly SLA report to the designated Nodal officer as per agreed frequency and timeline.

d. The review / audit report will form a basis of any action relating to imposing penalty on or breach of contract of the IT Implementation Agency.

6.1.2 IT/OT Application - OEM Audit

This audit activity shall include the validation and assessment of entire IT/OT Applications and supporting systems through Original Equipment Manufacturers (OEMs). The required activity shall be performed on the entire implemented solution to certify that all necessary standards, precautions, and guidelines has been adhered to achieve the optimal performance of the solution.

6.1.3 IT /Cyber Security Audit

A yearly audit of IT security and Cyber security practices by CERT-IN certified Third-party agency to assess and evaluate the implementation of security policy and vulnerability assessment. The report shall include the parameters as per the agreement with Utility and rate the security implementation in three grades i.e., Satisfactory, Requires Improvement and Unsatisfactory.

a. Security Audit shall include but not limited to vulnerability assessment, penetration testing, application security assessment, application assessment for entire infrastructure.

b. Third party agency shall be responsible for implementation of information security controls and perform periodic assessment.

c. It shall propose ways to enhance the protection of IT/OT Applications & supporting cloud/IT Infrastructure.

d. Secure Configuration Review: Third Party Agency shall review the security configuration of IT/OT Applications and provide the detailed report that include the recommendations for remedial actions.

6.1.4 Reporting

The IT Implementation Agency shall provide the necessary support and co-operation for overall monitoring of the IT/OT System. For purpose of monitoring the IT Implementation Agency shall provide the system generated reports with a provision of further detailed analysis, if required. The IT Implementation Agency shall formulate an exhaustive list of required reports and seek the concurrence of Utility. The IT Implementation Agency should submit the reports on a regular basis in a mutually agreed format. Each report shall be circulated and submitted to the designated Nodal Officer of Utility in the format mutually agreed upon.

7 Training Requirements

The primary objective of the training is to achieve 100% user adoption through technical and behavioural competencies covering all end users of Utility. Training shall be provided in both Second Language & English Language as required, mostly in Second Language to Field Staffs. The ITIA shall propose a training plan (including training curriculum and calendar) so that there is a proper transfer of knowledge about the deployed IT/OT applications to utility staff. The audience of the trainings shall vary for each type of training. IT/OT Solution training will be given to all Technical & Non-Technical employees of the Utility. The end user training for various IT/OT applications and other associated systems shall be for the users of the respective modules of the system. The ITIA shall provide training sessions to all employees from lower level to higher level including officers from Utility on the domains listed in below table. Training for Employees of Utility in case of IT/OT Applications shall be on below areas:

a. Professional Training (Implementation team) - This is the training for the core group of implementation team of the Utility. The Implementation/Core team will comprise of members from IT domain. Each member would be trained in the relevant function / module. This Training would be required to be given to approximately 10 personnel for IT/OT applications. It is the responsibility of the IT Implementation Agency to deliver this training. Standard curriculum designed and agreed by the Utility for all IT/OT applications, preferably from the OEM partner or OEM's certified training partner shall be arranged for each group.

b. Training of Trainers (ToT) - The IT Implementation Agency will provide training to nearly 50 ToT users in IT/OT applications. Training documents should also be provided for ToT users. Separate training environment(test setup) is to be established by ITIA for ToT.

8 Annual Technical Support (ATS)

a) All software should be supplied with applicable OEM warranties and support (including back-to-back) for the entire duration of the project. During warranty period vendor must provide updates and patches.

b) Annual Technical Support (ATS) will start from the date of acceptance of the installation. ATS should cover 24 by 7 escalation supports from OEM for all software products to be provided through Phone, Email or Onsite visit depending on the criticality and nature of the problem. The support must be ensured by the IT Implementation Agency.

c) The IT Implementation Agency must carry out any requisite adjustments / changes in the configuration for implementing different versions of the application software.

d) The IT Implementation Agency shall provide from time to time the Updates/Upgrades/New releases/New versions of the software and operating systems as required. The IT Implementation Agency must provide free upgrades, updates & patches of the software and tools to Utility as and when released by OEM. The IT Implementation Agency will implement from time to time the Updates/ Upgrades/ New releases/ New versions of the software and operating systems as required after necessary approvals from Utility about the same at no additional cost without disturbing the implemented IT/OT system.

e) The IT Implementation Agency shall provide and apply regular patches to the licensed software including software, operating system, databases, and other applications.

f) The IT Implementation Agency shall provide for software license management and control. IT Implementation Agency shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance. The IT Implementation Agency must perform periodic audits to measure license compliance against the number of valid End User software licenses consistent with the terms and conditions of site license agreements, volume purchase agreements and other mutually agreed upon licensed software terms and conditions and report to Utility on any exceptions to ITIA's terms and conditions, to the extent such exceptions are discovered.

g) The IT Implementation Agency shall manage complete OEM technical support for all the licensed software problems and/or questions, technical guidance, defect, and non-defect related issues. The IT Implementation Agency shall provide a single-point-of-contact for software support and provide licensed software support including but not limited to problem tracking, problem source identification, problem impact (severity) determination, bypass and recovery support, problem resolution and management reporting etc.

h) The IT Implementation Agency shall undertake regular preventive maintenance of the licensed software. If the Operating System or additional copies of Operating System are required to be installed / reinstalled / de-installed, the same shall be done as part of ATS.

9 Project Management

9.1 Project Management

The supply, development & customization, implementation, roll out and Go-Live of the IT/OT application is envisaged to be completed within a period of 11 Months and the comprehensive ATS period shall be of 60 months which may be extendable up to (2) two more years (1+1) on the same Terms and Conditions. Beyond this it can be further extended based on a mutual discussion. The implementation of entire IT/OT applications would consist of IT/OT application Solution, Procurement of required licenses, establishment of all integrations and Other Services to meet the requirements of Utility.

9.2 Project Timelines

1. The IT Implementation Agency (ITIA) is expected to follow the schedule as mentioned below. Each of the project activities should be accompanied with a presentation on the deliverables by IT Implementation Agency.

2. The submission of deliverable will be considered complete only after the submission of hard/soft copy of the deliverables and presentation by IT Implementation Agency.

3. The IT Implementation Agency must submit a detailed project implementation schedule including but not limited to the below-mentioned project activities and list of deliverables that would be delivered during the project implementation.

4. The table gives a set of high level of activities and corresponding expected timelines, which Utility envisions to be required as a part of this project. The IT Implementation Agency should use this list only as an indicative guideline expected in terms of activities. The IT Implementation Agency is required to furnish detailed information regarding each step of activities proposed during and after the implementation of the project.

5. ITIA shall supply the IT/OT Applications as per the schedule suggested by IT Implementation Agency and accepted by Utility

The project activities and timelines (In Months) as mentioned in the table below is the schedule by which the required project activities shall be completed with corresponding and required deliverables. (Where, To – Date of Letter of Award)

Sl No	Project Phase	Timeline (In Months)
	Letter of Award	To
	Project Initiation	To + 1 month
	Business Blueprinting	To + 2 months
	Design, Customization and Deployment of application	To + 3 months
	Completion of all integrations and testing	To + 7 months
	Stabilization, Bug fixing and UAT	To + 9 months
	Enterprise-wide Go-live - Rollout of all IT/OT applications in KSEBL offices and completion of training	To + 11 months
	ATS	After successful completion of Go-live + 60 months

9.3 Project Governance

Putting a governance structure around Utility's future IT/OT application implementation plan is essential to ensure that project implementation stays on track and achieves its strategies, objectives, and goals. It acts as a mechanism to measure the progress of the implementation. Overall responsibility for the implementation of all modules will remain with the IT Implementation Agency. Project progress review and monitoring will be the responsibility of PMU during project implementation phase. Utility will appoint a Single Point of Contact (SPOC) for IT Administration. Escalation of all issues related to the modules will be through this SPOC, who will also be responsible for reviewing the SLAs being met. For the project implementation phase, supervision and reporting during implementation will be responsibility of IT Implementation Agency.

The Agency has to submit the plan for customization/deployment of application and rollout of the activities defined in the scope of work and as per terms and conditions mentioned in this tender. Penalty will be levied on delay in execution and rollout as per the Penalties given in this tender document. Scope of work has to be completed within stipulated time period. The complete solution comprising of all application software modules and mobile applications envisaged in this tender as per scope of work shall be deployed as per the following implementation schedule:

The commercial and other available data required shall be obtained by the agency from Utility for migration.

9.4 Minimum Resource Requirement from IT Implementation Agency

o ITIA should ensure deployment of enough specialized and experienced manpower throughout the project to complete the successfully implementation & stabilization of the IT/OT applications in time.

o At no stage, manpower (with requisite qualification and experience) shall be less than that committed in the bid. Such manpower shall be maintained from start of the project up to complete Go-Live stage and further during support phase.

o ITIA must propose a team consisting of experienced and skilled professionals with relevant experience in the proposed areas. The minimum desired qualification for the key personnel has been indicated below:

9.5 Documentation and Deliverables

To ensure that the proposed IT/OT Applications & overall solution conforms to the requirements, specifications, and delivery schedule, the IT Implementation Agency shall submit the documentation and deliverables for review and approval by Utility. The IT Implementation Agency shall obtain the approval on the relevant deliverable at each stage of project before proceeding for solution purchase, provisioning, deployment, testing, roll out, training etc. at Utility. As part of IT/OT application implementation, the IT Implementation Agency shall submit all required deliverables as necessary for successful completion of project and required by the purchaser.

9.5.1 Deliverables Acceptance Procedure

The acceptance procedure of deliverables & overall solution for IT/OT applications shall include:

・ Initially, IT Implementation Agency will provide draft deliverable for IT/OT applications & Overall solution by considering the approved project timelines for review and feedback of Utility within stipulated timeframe.

・ Utility will provide feedback within the agreed timeframe to make necessary change corrections (if required).

・ ITIA shall be required to re-submit the revised documents/deliverables.

9.5.2 Key Deliverables

The indicative list of project deliverables which are required to be submitted by the IT Implementation Agency shall include, but not limited to the following:

Key Deliverables	Frequency
Detailed project implementation plan with work breakdown structure along with dependencies Resource schedule & deployment plan As-Is Study report including existing business process, workflows, reporting requirement, process maps etc. Gap analysis report with identified gaps Data migration plan Exit Management Plan Business Blueprint/design documents. (High Level Design & Low-Level Design) Detailed Requirement Specifications of all applications FRS & BPML mapping document IT/OT applications – Design, Development & Customization Report IT/OT applications – Testing Report (Load, Stress, Integration, Performance Etc.) IT/OT applications Integration with Existing Solutions (Legacy, Other Systems) IT/OT applications – Integration Test Report	Once

| IT/OT applications implementation & rollout strategy
Application Installation Guide
User training Manual
User Acceptance Testing (UAT) Report | |

9.5.3 Documentation Requirements

a) End-User Documents

Documentation will be supplied and maintained by IT Implementation Agency during the project. The ownership of all documents, supplied by ITIA, will rest with Utility. The electronic copies shall be submitted along with all the paper documents and manuals required for operating and configuring the system. The documents provided must include at least:

a) User Manual (both online and paper copies) providing detailed instructions on how to use the IT/OT system. In addition, it describes how to access, submit inputs to, and interpret outputs from the application

b) Software installation guide including the configuration of the supplied application.

c) User will have the rights to duplicate the hardcopy and soft copy for the documents created by the IT Implementation Agency without any financial and legal implications

d) Module wise - IT/OT application Training Manuals

b) Technical Documents

ITIA shall supply operation and maintenance manuals for all deliverables. These shall be in suchdetails as to enable Utility to operate, maintain, adjust, and fix the system etc. ITIA must ensure that the IT/OT application components being developed are thoroughly documented with comprehensive manuals and adhere to standard methodologies in software development as per ISO and/or CMMi models. The documents including but not limited to are:

a) Product installation and configuration steps

b) Application access procedures

c) User screen layout and content

d) Transaction entry procedures

e) Batch job setup, processing, and recovery/restart procedures

f) Error codes with full descriptions and recovery steps

g) Standard report layout and content

h) Internal processing controls

i) Application security

j) Operating specifications and system flowcharts

k) Database entity relationships, table formats, and data element descriptions; and Program module descriptions

l) Quality Assurance Plan Documenting the planned and systematic pattern of all actions necessary to assure confidence that the software developed will conform to the Utility functional and technical requirements.

m) Interface Control Document - Documenting the interface characteristics of one or more IT systems and documenting the Integration & interface agreements between interface owners. It contains information on both physical and data element requirements that are necessary to make the transfer of information between systems feasible.

n) Test Plan Containing information on the software test environment to be used for independent testing, the test cases to be performed, and the overall testing schedule. This includes methodology, schedule, resources, tools, procedures, environment definition, test cases, and software test results.

o) Systems Manual Detailing the data structure, table, forms, and report structures.

p) Operations Manual providing instructions for installing the application, troubleshooting, interpreting message logs, and FAQs

q) Trouble Shooting Guide/ Handbook for Helpdesk which describes the various trouble shooting methods.

9.6 Roles and Responsibilities

a) Responsibilities of the Utility

The tendering authority or any other person or committee designated by the tendering authority shall act as the nodal point for the implementation of the Contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the IT

Implementation Agency. The Utility shall:

· Approve AS-IS, TO-BE, GAP Analysis, UAT and other relevant documents required for project progress as scheduled

· Provide required details for AS-IS document preparation

· Review and approval of ITIA's Project Implementation Plan;

· Provide at its expense, the electrical energy required for performance of the Project activities, installation, testing, and operation of the IT/OT applications;

· Providing necessary processes and procedures and approval for entry of all operating personnel and for working on 24x7 timeframe in all facilities that would demand such presence;

· Provide the required integration interface details of the legacy applications and related information required for integration with the IT/OT system, within 2 (two) months from date of execution of the Contract;

· Provide reasonable support to the IT Implementation Agency for the Operational Go-Live in terms of the provisions of this Contract;

· Provide necessary support to IT Implementation Agency in the Project area, in relation to (amongst others) access to Utility's premises, installation of IT/OT system, repair and maintenance services, etc. Utility shall also:

i. Give access to IT Implementation Agency supervisor or its operation & maintenance staff to work in the Project area during the Contract Period;

ii. Provide an office space for IT Implementation Agency personnel as mentioned in Clause 10 of this Section document within the Utility premises;

iii. Give access to IT Implementation Agency to use existing power and water supply, and other necessary equipment, as mutually agreed with the ITIA;

· Participate in periodic review meetings as per the project governance structure and shall support with the required interventions requested;

· Be responsible for operation and maintenance of power supply system, and promptly attend to any break down including repair or replacement of any equipment used/needed for maintaining continuity of electricity supply for IT/OT application operation;

· Permit IT Implementation Agency to perform the project activities during working hours, and also after working hours as necessary, to meet the requirements of Project Implementation Plan;

· Attend to any irregularity with respect to IT/OT application operation, the cause of which has been brought to its attention by the ITIA;

· Promptly notify the IT Implementation Agency of any events or circumstances that could affect the Project outcomes, or the ITIA's Services and obligations under this Contract;

· Appoint and notify to IT Implementation Agency of the names and contact details of the Utility representative and its dedicated staff for the Project, which would include:

i. An engineer-in-charge for each business function of the Project who shall render full support to IT Implementation Agency for Service delivery during the Term of this Contract;

ii. A nodal officer, Utility Project Manager, to co-ordinate with IT Implementation Agency in relation to the Project.

· Certify Installation Milestone in accordance with the provisions of this Contract.

· Facilitate IT Implementation Agency for the timely implementation of the IT/OT Project and for its successful operation and maintenance during the Contract Period;

· Release payments to IT Implementation Agency as per agreed terms;

· At its own cost, replace or repair existing equipment (other than IT/OT applications), such as power lines, lighting, air-conditioning and ventilation, etc. where necessary to make the IT/OT applications operational and/ or safe from hazards and maintain in proper working condition all portions of all facilities that are not included in the ITIA's scope of maintenance;

· Provide all other necessary support as may be required from time to time.

· Provide all required infrastructure including servers in KSEBL DC/DR for IT/OT implementation

b) Responsibilities of the ITIA

· Preparation of Detailed Project Plan along with the AS-IS, TO-BE and GAP Analysis documents in line with the overall plan provided in the RFP. The same should be prepared in consultation with Utility.

· Procure, install, commission, operate and maintain requisite IT/OT applications and system softwares at KSEBL Data Center and Disaster Recovery Center

· Meet the defined SLAs for the performance of the system.

· Tickets related to IT/OT applications will be logged in the existing ticketing system in KSEBL

· Application required for ATS and SLA report generation need to be supplied by ITIA

- Implementation of IT/OT applications (including 3rd party) as per the requirements mentioned in this RFP document

- Keep all system software i.e., OS, antivirus, office applications etc., for Servers, PCs etc. at Data Centre and DRC, up to date by installing regular upgrades / patches

- On-going maintenance support, upgrades, and enhancements of the solution (including 3rd party components as applicable)

- Submit documents & deliverables as defined in the RFP

- Ensure training material for trainers to train the other users of Utility as mentioned in this RFP

- Delivering training for Utility employees

- Periodic testing of readiness of applications at DRC

- Recovery in case of failure of DC/DRC

- Data Digitization and Migration as mentioned in this RFP document

- During the maintenance phase the responsibility of overall system and version control will continue to be vested with IT Implementation Agency only and should not be outsourced

- Provide onsite handholding as mentioned in this RFP document

- Maintaining the SLA requirements as mentioned in this RFP document

- Analyzing & managing system performance, network performance, call logs, etc., as well as providing the means of monitoring the SLA metrics

- Generation of MIS reports as per the requirements of Utility

- Generation of the report for the monitoring of SLAs

- Providing Help features on the Application Modules that can be used by stakeholders such as Frequently Asked Questions (FAQ), etc. including various tests and audits as mentioned in this RFP

- Any Other as mentioned in this RFP document

10 Project Implementation Methodology

The methodology to be deployed by the IT Implementation Agency to implement the IT/OT Applications will have different work elements and activities.

All these activities and the work elements should coherently focus on achieving the following key

results

- Quality of the solution deployed

- Customer satisfaction while deploying and during usage

- Successful implementation in terms of completeness and timely accomplishment of the outcome While there are different techniques and tools available as part of the methodology, the following are expected to be part of the implementation methodology to be adopted by the ITIA

a. Workshops with different stakeholders for capturing business requirements, creating awareness of best practices, communicating the changes, building consensus on process design, for signing off the deliverables etc. These need to

be organized at different intervals and in different places throughout the duration of the project as demanded by the context.

b. Stakeholder consultation other than workshops, with those stakeholders who will be identified by Utility, for the purpose of critical inputs, review, suggestions, process description etc.

c. Review sessions with different stakeholders for signing off the deliverables, walking through the deliverables for facilitating quick understanding

d. Reviews with experts from the IT/OT application OEM

e. Internal review mechanisms of IT Implementation Agency for ensuring the quality of the solution and the deliverables

f. Adoption of the review comments - effective mechanisms to adopt the changes suggested

g. Documentation of proceeding – recording the developments, discussions, deliverables, using standard methodology and native tools available with the IT/OT system

h. Work standards/practices for documentation, configuration, testing, data migration etc.

i. Training different stake holders on a continuous basis

10.1 Implementation and Support Services

Implementation Services till Go-Live

a. Commissioning of Necessary Application

b. Realization Configuration

c. Customization

d. Unit Testing

e. System Integration testing

f. User Acceptance Testing

g. Data Migration

h. Training and Change Management

i. OEM Audit Services

j. Documentation

k. Cutover and Go-Live

10.2 Commissioning of Necessary Application

a. The IT Implementation Agency will be responsible for providing a full range of services in implementation of the offered IT/OT application including integration and supporting the operation of the proposed solution during implementation.

b. The IT Implementation Agency will provide required software and system applications for KSEBL DC & DRC

10.3 Configuration / Customization

The IT Implementation Agency shall be responsible for installation of IT/OT Applications software, database, tools, and any other software component required for making the IT/OT application successfully operational as per the requirements of Utility. The system is to be a single instance; centralized installation servicing the entire organization. The IT/OT applications will be installed at KSEBL DC/DR.

 Configuration: Based on the approved Business Design Document, the IT Implementation Agency will undertake the system configuration and customization. After completion of configuration to the IT/OT system, IT Implementation Agency shall carry out a trial run. If needed or/and the result is not up to the expectation of Utility, further reconfiguration will be done by the IT Implementation Agency in order to close any gap left in meeting the desired objective.

Customization: Utility intends to implement IT/OT Applications functionalities and the leading practices available in the offered solution, as far as practically possible. The IT Implementation Agency is required to undertake customization that may be needed in line with the changed, improved, or specific business processes requirement prepared during Business Design phase of the IT/OT Applications implementation. However, the same must be tested, accepted, and approved by Utility.

All custom development should be carried out in a controlled and planned manner with adherence to IT/OT Applications prescribed coding standards and naming conventions. The IT Implementation Agency needs to provide configuration, customization, and installation documents to Utility. IT Implementation Agency should follow disciplined approach for configuration and customization which should not restrict Utility for any future upgrades to its IT/OT applications to this effect, the IT Implementation Agency should provide a certificate from IT/OT application OEM which certifies that the IT Implementation Agency has followed disciplined approach for configuration and customization of IT/OT system, and it will not stop Utility from future upgrades.

10.3.1 Custom Developments

The IT Implementation Agency should explore all options available in Standard IT/OT applications to meet the requirements, demonstrate standard options to Utility. If Utility concludes that no option meets the requirement and the requirement is critical for business, IT Implementation Agency shall submit the case for custom development to Utility or the agency appointed by the Utility. The following details should be submitted:

a. User Requirement Specifications

b. Functional Specifications Document

c. Complexity Classification under Simple/ Medium/ High, with justification

d. Any impact to Standard functionality/ features and future upgrade

e. Effort and Time-line Estimation

f. Impact to project timelines/ deliverables

The utility reserves the right to seek customization to meet its unique requirements and validate the design or findings suggested as custom development by the ITIA. In case it is difficult to arrive at the reasonableness of these requirements on customization during the implementation, the same shall be resolved through discussions. In case the issue is not settled, the same shall be referred in the first place to the Committee constituted by KSEBL. The committee may at its discretion co-opt any subject expert internal/external of the Utility who in its opinion may help in resolving the dispute. The decision of the Committee and or the subject expert internal/external of the Utility appointed by the Committee is final. Utility reserves the right to get the functional specifications and effort reviewed by an external consultant.

10.4 Testing

As part of testing, the IT Implementation Agency shall cover all activities during the implementation process (configuration of business processes, development such as conversions, interfaces, reports) which prove that system settings are correct as per business requirement of the Utility. In doing so, the IT Implementation Agency shall include test plans, tests cases, and testing report. The IT Implementation Agency shall create the test strategy document that defines the requirements and goals of IT/OT application configuration, determines the tools and methods used to check that the system responds correctly, determines how and when the test will be performed and recommends how the approval process should occur. The test strategy document shall guide the project team through the implementation to ensure that planning and conducting testing activities in the various phases of IT/OT applications implementation as mentioned below.

10.4.1 Development Testing

The IT Implementation Agency shall after development and customization/configuration of the IT/OT system, conduct tests to demonstrate that the system meets all the requirements (functional and Non-Functional) specifications as brought out in this RFP and would be in accordance with the procedures detailed in the approved process document. Based on these tests, a report would be submitted by the IT Implementation Agency for review and approval by the Utility. The test results and response times should be demonstrated by the IT Implementation Agency during the testing phases (System, integration & Stress and Load testing) at each Utility location in an environment/infrastructure as mutually agreed upon by the Utility and the IT Implementation Agency.

The development testing shall cover testing of:

a. Unit testing of customer-specific development

b. Conversions

c. Enhancements (User-exits and other code enhancements)

d. Reports

Development should be tested by the process owner to make sure that the test results (output data) are correct and reflect the business processes defined in the Business Blueprint Design. After development unit testing is completed, all customer-specific programs and forms shall be included in the Final Integration Test

10.4.2 Integration and System Testing

The purpose of the Integration Test shall be to plan and execute the integrated components, including simulation of live operations, and analyze the results, important for the functional verification of the production system. Integration testing shall be accomplished through the execution of predefined business flows, or scenarios, that emulate how the system will run the processes of Utility. These business flows, using migrated data from the pre-existing systems, shall be performed in a multifaceted computing environment comprising of IT/OT Applications OEM Products, third-party software if any, system interfaces and various hardware and software components. The integration tests shall build the necessary level of confidence that the solution is complete and will perform the processes of Utility. Integration testing shall focus on cross-functional integration points, as well as end-to-end business processes. The Final Integration test plan shall start with the testing of the cross-functional integration points (touch points) and end with the end-to-end testing of critical business processes identified within the Business Blueprint.

Integration testing shall be done in two iterations.

a. The first iteration (Integration Test) shall concentrate on testing all important business processes inside the IT/OT system, starting with touch point scenarios, and ending with end-to-end-scenarios. It will be done by ITIA's functional

consultants. Customer specific development like user-exits and transactions and authorizations and user roles would also be tested in the Integration Test.

b. System Testing, as a second iteration, shall focus on the most important cross-enterprise scenarios with touch points to external components, including testing of conversions, interfaces, reports, and the necessary authorizations. It will be conducted by Utility users with the guidance of project operations committee.

Integration and System tests need to be an evolutionary process that is driven from the previous testing efforts. The test cases and scenarios that were used for Baseline need to be reviewed by Utility and enhanced for the integrated and System test. These selected cases will be combined to represent a business process flow such as a revenue cycle or a material acquisition cycle. Problems encountered during these efforts also need to be tested under an integrated environment.

10.4.3 Load and Stress Testing

Load, scalability, and stress testing would be conducted prior to commissioning & Go-Live once the System Integration testing of the configured and customized solution has been conducted successfully. The IT Implementation Agency should use suitable simulation tools in accordance with the agreed test procedures keeping in view Utility's projected future load of transactional users as proposed by IT Implementation Agency and agreed by Utility. After successful testing and its clearance with Utility, the solution would then be considered as ready for commissioning.

10.4.4 System Acceptance Testing

The IT Implementation Agency will develop acceptance test procedures and the same will need to be approved by relevant stake holders of Utility. The purpose of this acceptance is to ensure conformance to the required process operations response time, the integrity of the application after installation, and to eliminate any operational bugs.

This will include:

a.   Fine tuning of the application, ensuring all required related component software are installed and any debugging required.

b. IT Implementation Agency shall conduct all tests as a part of Standard Software Testing Life Cycle (STLC)
c. IT Implementation Agency shall facilitate Utility or its nominated agencies to conduct User Acceptance Testing, Application Security testing (vulnerability testing and penetration testing) and Infrastructure Security.
d. Utility shall nominate a team to carry out acceptance testing of the various IT/OT solution modules supplied by IT Implementation Agency.
e. IT Implementation Agency shall provide training to the Acceptance Testing team prior to the commencement of the acceptance testing of system.
f. IT Implementation Agency shall setup testing environment at the hosting facilities and use virtual test servers for the same.
g. IT Implementation Agency shall provide necessary tools for logging of defects and carrying out testing if required.
h. IT Implementation Agency should provide detailed test scripts for carrying out the
acceptance test of various systems supplied.
i. IT Implementation Agency shall resolve all the defects/issues identified by Utility's acceptance testing team during solution acceptance procedure/phase.
j. The software would be re-tested to ensure closure of identified defects/issues.
k. The acceptance tests will be carried out before Go-Live at site.

At the satisfactory conclusion of these Acceptance tests to the satisfaction of Utility, the implementation of the IT/OT Applications shall be considered to be complete, and a 'System Acceptance Certificate' shall be issued by the Utility within 7 days of completion. However, if any bug/error is reported by Utility, the IT Implementation Agency shall be responsible for taking the corrective action immediately.

10.4.5 Security Test

Security test is to be done by ITIA for both OEM and bespoke applications at its own cost.

10.5 Pilot Go-Live

1. After the IT/OT applications are customized and developed in line to the requirements of the Utility and all the system audits and tests are successfully cleared, a Conference Room Pilot is conducted to ensure the proper operation of the implemented IT/OT applications before an organization-wide rollout.

2. Once the Conference Room Pilot is successfully completed, the IT/OT applications are issued the enterprise wide Go-Live.

10.6 System Rollout

1. After the IT/OT applications are customized and developed in line to the requirements of the Utility, it should be deployed at the KSEBL Data Center and Disaster Recovery Center.

2. The IT/OT applications should be rolled out at all locations with after required customization, development and after the successful completion of and User Acceptance Testing (UAT), which is defined by the IT Implementation Agency.

10.7 Cutover and Go-Live

The scope of Cutover would be for each of the core and support processes. The Cutover Strategy needs to detail the sequence of activities required to achieve this and propose drawing up of a schedule for the tasks, dates, data conversion and the upload of the necessary balances and open items into the system before the Final Go-Live.

The key requirements for Cutover are as follows:

a. The Cutover plan should detail the strategy by which the data will be uploaded for the different sites and the nature and volume of backlog transactions. Specified forms/formats/templates to put the data in.

b. It should detail the Data elements and open item strategy logic used for planning Cutover before Go-Live.

c. It should describe the various pre-requisites and assumptions used for each of the data elements before uploading in the live system.

d. It should detail the various business decisions to be taken collaboratively by Utility and IT Implementation Agency for finalizing the Cutover strategy.

Utility will consider enterprise wide Go-Live of the IT/OT applications once the IT Implementation Agency has completed UAT and stabilization of the applications

10.8 Additional requirement for IT/OT Applications Implementation

The requirement for IT/OT applications Implementation which the IT Implementation Agency will be responsible for are as follows:

1. The solution should support multitier architectures.

2. System architecture should allow infrastructure simplicity and standardization.

3. The solution software including operating system should be certified for different types of hardware.

4. The solution should have capability to present all business process and data via familiar relevant office applications and should offer integration with all relevant Forms.

5. The system should support latest OS versions and provide compatibility to future versions

6. All Utility components must be maintained with an ease, such that corrective and preventive maintenance can be performed on the system without affecting the entire working of the system.

7. The system should be designed to remove all single points of failure. The system should provide the ability to recover from failures and should also provide clustering features, thus protecting against many multiple component failures.

8. The system should have the ability to scale up as and when the new business applications and services are added without compromising the performance of the overall solution. The architecture should be proven to be highly scalable and capable of delivering high performance as and when the transaction volumes increase.

9. The system should provide application architectures that are highly granular and loosely coupled. The solution architecture design should promote flexible business process management for future scalability. The solution should be interoperable in nature and design and development should be based on Service Oriented Architecture (SOA).

10. The system is required to cover critical business function and process modules and provide modularity that should support addition / removal of one or more modules as and when required. However, these modules should be seamlessly integrated in the core application system. The solution architecture should allow minimum modifications to preserve the upgrade path.

a. The system should support standard interfaces such as adapters, APIs to interface with standard application and legacy applications.

b. The system should support real-time data updates and interfaces with software from other vendors.

c. Operating systems should have longer product life cycle (10 years or more) to avoid nonavailability of various device driver (current and future) support as well as telephonic and web-based support infrastructure in place directly from OEM. The OS should be the latest version available in the market.

d. The application should have automatic way of migrating the data from existing database in case of data structure change and during transfer to new versions.

e. The system should support export and import of data possible from different legacy systems/other systems/databases in different file formats and on specified time intervals.

f. The IT/OT application should support SSL and digital certificates.

g. The system should be compatible to remote access integration.

h. The system should support the use of fault-tolerant multiprocessor architecture and cluster processing.

i. The system should support auto-switching failover to other available server in case of server failure.

j. The system should support distributed processing.

k. The system should support load balancing.

l. The Enterprise grade Server operating system should support the essential network services like Directory Services, DNS, DHCP, Radius, Web Server, Application server, Cluster services (High Availability and Fail over Support), Global File system support and virtualization.

m. The infrastructure technology stack (database, application server and other components used by the application should be commonly used for developing custom applications that are not part of or an extension of the proposed package.

11 Exit Management and Knowledge Transfer

At the end of Contract period, the IT Implementation Agency will be required to provide the necessary handholding and transition support including all information as may be necessary and reasonable to effect as a seamless handover as practicable in the circumstances to the Utility or designated staff or any other agency that is selected for maintenance of IT/OT applications post completion of Contract with the IT Implementation Agency.

The IT Implementation Agency will provide all information, handholding, and support for all the activities and information in its possession or control at any time during the exit management period. Anything in the possession or in the control of SI, associated entity (CSP, SD-WANSP), or sub-OEM is deemed to be in the possession or control of the IT Implementation Agency. The transition and handholding process will include but not be limited to, conducting a detailed walkthrough and demonstrations of the IT/OT System, handing over all relevant documentation, addressing the queries/clarifications with respect to the working/performance levels of the DC/DR at Infrastructure, SD-WAN Service Provider (SD-WANSP), Software Licenses, handover of customized source codes, policies, and procedure document, conducting training sessions etc. The Knowledge transfer activity is an integral part of the scope of work assigned to IT Implementation Agency. This knowledge transfer activity will have to be carried out effectively, even in the case of end of Contract with the IT Implementation Agency or is terminated before the planned timelines. Please note that this is an indicative list, any other activity, over and above these, as may be deemed necessary by the Utility or designated staff or any other agency that is selected for maintenance of IT/OT applications to meet the service levels and requirements specified in the contract are also required to be performed by the IT Implementation Agency at no additional cost. In the case of closure or termination of the project, the Parties shall agree at that time whether, and if so during what period, the provisions of this schedule shall be applied. The Parties shall ensure that their respective associated entities will carry out their respective obligations set out in this Exit Management Schedule.

14.1 Transfer of IT/OT System

a) Utility shall be entitled to serve notice in writing on the IT Implementation Agency at any time during the Exit Management period requiring the IT Implementation Agency and/or its subcontractors to provide the Utility with a complete and up to date list of the assets and System configurations, License details, Customized Code within 30 days of such notice.

b) Utility shall also be entitled to serve notice in writing on the IT Implementation Agency at any time prior to the end of Exit Management period requiring the IT Implementation Agency to transfer the overall control to Utility or its nominated agencies.

c) In case of contract being terminated prematurely by Utility, the Utility reserves the right to ask IT Implementation Agency to continue running the project operations for a period of 3 months after termination orders are issued. In case of contract being terminated by SI, Utility reserves the right to ask selected IT Implementation Agency to continue running the project operations for a period of 6 months after termination notice is served by IT Implementation Agency.

d) Upon service of a notice under this Article, the following provisions shall apply:

i. All title to the assets shall be transferred to Utility, on or before the last day of the exit management period.

ii. Payment to the outgoing IT Implementation Agency shall be made to the tune of last set of completed services/deliverables, subjected to the approval and compliance on contractual and SLA terms & conditions.

14.2 Transfer of Agreements

On the request of Utility or its nominated agency the IT Implementation Agency shall effect such assignments, transfers, licenses and sub-licenses as Utility may require in favor of the Utility or its replacement implementation agency in relation to any equipment or service, maintenance or service provision agreement between selected IT Implementation Agency and third party lessors, service providers, and which are related to the services and reasonably necessary for

the carrying out of replacement services by the Utility or its nominated agency or its replacement IT Implementation Agency.

14.3 Exit management plan

The IT Implementation Agency shall prepare an Exit Management Plan for transfer of operations to the Utility or its nominated agency or its replacement IT Implementation Agency. In the event of termination or expiry of contract with Utility, without affecting services to stakeholders adversely. The IT Implementation Agency shall get this process approved by Utility. The Exit Management Plan shall include, but not be limited to, the following:

a) A detailed program of the transfer process that could be used in conjunction with a replacement IT Implementation Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer

b) Plans for the communication with such of the IT Implementation Agency 's sub OEM, Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer

c) Plans for provision of contingent support to Utility and Replacement IT Implementation Agency for a reasonable period after transfer.

d) The IT Implementation Agency shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

e) Each Exit Management Plan shall be presented by IT Implementation Agency to the Competent authority at Utility and approved by Utility or its nominated agencies.

f) In the event of termination or expiry of Agreement, Project Implementation, or Service Levels, each Party shall comply with the Exit Management Plan.

g) During the Exit management period, the IT Implementation Agency shall use its best efforts to deliver the services.

h) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule and Contractual conditions or as mutually agreed between the IT Implementation Agency and Utility.

i) An Exit Management plan shall be furnished by the IT Implementation Agency in writing to the Utility or its nominated agencies within 90 days from the date of signing the contract.

14.4 Facilities to be provided by Client

1) Providing required details of existing Legacy system and any other Systems which are required for Integration.

2) Providing necessary approvals and signoffs on mutually acceptable conditions.

3) Arranging any meeting or workshop with the Legacy Application Owners or Vendors.

4) Necessary sitting space with adequate facilities be provided by Utility at Corporate Headquarters.

3.1   Warranty & AMC

a) Issues like warranty/ guarantee etc.of the IT/OT Applications shall remain valid till expiry of the Contract Period.
b) Bidder is required to produce OEM's confirmation in OEM's Letter head with serial numbers of hardware supplied for back-to-back warranty all the equipment supplied through this RFP.
c) Bidder shall provide comprehensive on-site maintenance support.
d) Repair/Replacement of Hardware and other supplied items inclusive of all types of spare parts.

3.2 Warrant Support

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

3.3 Quality of Service, Service Level Agreement and penalty

RFP for the Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project Tender No: CEIT/RDSS/ITOT/24-25/06 dt 13.09.2024

The Service Level Agreement (SLA) is the agreement between Utility and ITIA during the project implementation and further during support phases of the project. The SLA defines the responsibility of ITIA in ensuring the performance of Project based on agreed performance indicators as detailed in the agreement. It is expected that the IT/OT applications shall meet the minimum threshold of service defined against each level. Any degradation below this minimum threshold will attract penalties as per bands of service level met. The idea is that it triggers a proper review of any failure / performance that had been agreed upon for the project, and to find resolutions in keeping with the highest standards of service excellence. ITIA shall be responsible for 24*7*365 management of all systems during the implementation of overall IT/OT applications and contract period. The Utility would monitor the ITIA performance and compliance to standards with respect to agreed upon SLA. ITIA shall develop and deploy all the required service level monitoring tools.

 All SLA Reports should be available via UI along with all associated LOGs data (RAW Files) to Utility officers. Utility reserves the right to change SLA at any stage of the contract through mutual discussion with ITIA.

13.1 Service Level Agreements Monitoring

a The Utility will carry out the quarterly monitoring and performance review of IT Implementation Agency (ITIA) against the monthly formulated reports for SLA. A designated third party or personal from Utility will review the performance of ITIA against the SLA.

b The SLA reports shall be formulated based on the automated system generated reports.

c The IT Implementation Agency (ITIA) shall submit the monthly SLA report to designated Nodal officer as per agreed frequency and timeline.

d For requirement of SLA audit, the Utility may perform a visit either by internal department or by an external contractor at respective DC and DR locations.

e The review / audit report will form a basis of any action relating to imposing penalty on or breach of contract of the ITIA.

13.2 Service Level Agreements and Targets

The service levels agreements shall be agreed by the ITIA as a key performance indicator for this engagement. These key indicators shall be used while monitoring and measuring performance of ITIA. The service level indicators have been categorized under:

1) IT/OT applications - During Implementation SLA Indicators

a) Project Implementation - IT/OT applications Go-Live

2) IT/OT applications - Post implementation SLA Indicators

a) Availability management

b) Problem Resolution and Notification Times

c) Performance related SLA

d) Services related SLA

All management tools required to monitor the performance of the service should be provided by the ITIA at no extra cost. The ITIA would be required to provide access to the management tools to the Utility for monitoring purposes and would also provide the MIS reports for overall project and SLA monitoring as a part of the contract. IT Implementation Agency (ITIA) shall provide all the necessary diagnostic/monitoring tools and technology as requested and required by the Utility to monitor the IT/OT applications. These tools shall monitor the product, process, and elements of the system to generate the reports and logs which can be utilized by the Utility for further improvement and enhancements of overall system.

The description of the indicative Service Level Agreement (SLA) has been presented below. A complete Service Level Agreement will be made with the successful bidder at the time of signing the contract.

13.2.1 SLA (Post Implementation)

13.2.1.1 Calculation for Post Implementation SLA

a) Uptime Calculation for the Month

1. {% Monthly Availability = [(Actual Uptime + Scheduled Downtime) / Total No.of Hours in a Month] x 100}

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

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

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

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

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

b) Downtime Calculation:

The recording of downtime shall commence at the time of registering the call and/or notifying or intimating the IT Implementation Agency (ITIA) for any downtime situation for the application/service/equipment. Downtime shall end when the problem is rectified, and the application/ service is available to the user.

Outage under the following situations shall not be considered in down time calculation:

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

2. Failover time (30 minutes) in case of cluster environment. Beyond 30 minutes the service would be considered as not available and appropriate penalty shall be imposed on the IT Implementation Agency.

3. Bug in any application which causes the non-availability of a specific service and not the system as whole. Complaint redressal SLAs along with defined criticalities shall however apply

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

13.2.1.2 Typical availability & duration of their requirement The criticality of the required services is categorized under the four categories/priorities i.e. Critical, High, Medium and Low Priority. Each of the Support Category is associated with respective response and resolution time. The Criticality definition chart is tabulated below for reference.

Support Category	Criteria	Maximum Response Time	Maximum Resolution time
Critical	The system is unable to be used for normal business activities. There is certainty of financial loss to DISCOM.	15 Minutes	60 Minutes
High	There is a problem with a part of the system, which impacts on UTILITY's decision making. No viable workaround is available. There is a likelihood of financial loss.	1 Hour	6 Hours
Medium	The efficiency of users is being impacted but has aviable workaround.	2 Hours	24 Hours
Low	A fault, which has no particular impact on processingof normal business activities.	8 Hours	48 Hours
Note:	Financial loss means inability to bill or collect revenue from the system		

13.2.1.3 Availability Management

1. Availability of IT system - High Availability is a key requirement of Utility as the application will enable Utility officials to deliver the key activities related to various activities. The expected availability of IT system should be at minimum 99%. The project must also be able to rebound or recover from any planned or unplanned system downtime, ensuring a minimal impact on the operations. The selected IT Implementation Agency should provide a single point of contact on a 24*7 basis.

2. Availability will be measured on monthly basis. Planned downtime will not be classified as unavailability. Planned downtime where both main as well redundant systems are not available for providing service will be limited to maximum of 48 hours in a month. The selected bidder should endeavor to take such downtimes only during weekends or holidays preferably after End of Day (EoD). However, duration of the maximum allowable planned downtime time will be reviewed on quarterly basis.

3. The failure of application on account of non-availability of infrastructure provided by Utility shall not be considered while calculating SLA for that quarter.

4. Any breach in SLA will attract penalty on the total Monthly Invoicing Value (ATS Cost) subject to a maximum penalty of 20% of the Monthly Invoicing Value, both as a penalty in single service breach or as an aggregate penalty on multiple service breach, beyond which it will result in no payments for that month of service.

5. In case of penalty due to service level breach is more than 20% of the Monthly Invoicing Value consecutively for 2 (two) calendar months, Utility reserves the right to serve the termination notice to the selected bidder.

6. The following table outlines the availability service levels:

S. No.	Service	Parameter	Service level	Validation	Penalty	
1	IT/OT applications	Availability of IT/OT applications mentioned in the Scope of Work	>=99.5% uptime	Availability & Downtime Reports measured using Management Tool. Measured 24*7 Basis and Validated by Monthly SLA Performance Report.	>= 0.5% but <1% of SLA	5% of Monthly ATS Cost of that particular application
					>= 1% but <3% of SLA	10% of the Monthly ATS Cost of that application
					>= 3% but <5% of SLA	15% of the Monthly ATS Cost of that application
					>=5% of SLA	20% of the Monthly ATS cost of that application
2	IT/OT Supporting Applications (Mobile Apps, Web-service, Dashboards, Ticketing, Helpdesk)	Availability of supporting Applications and System Software Services which are required to support the Business Applications as mentioned in Scope of Work	>= 99.5% uptime	Availability & Downtime Reports measured using Management Tool. Measured 24*7 Basis and Validated by Monthly SLA Performance Report.	>= 0.5% but <1% of SLA	1% of the Monthly ATS Cost of that application
					>=1% but <3% of SLA	2% of the Monthly ATS Cost of that application
					>=3% but <5% of SLA	3% of the Monthly ATS Cost of that application
					>=5% of SLA	5% of the Monthly ATS Cost of that application
3	Data base Administration services	Uptime of Database	>=99.5%	Report	Less than 0.5% o fSLA	1% of the Monthly ATS cost
					>= 0.5% but <1% of SLA	2% of the Monthly ATS cost
					>= 1% but <3% of SLA	3 % of the Monthly ATS cost
					>= 3% but <5% of SLA	5 % of the Monthly ATS cost
					>=5% of SLA	10% of the Monthly ATS cost
4	Integration Services uptime	Availability of Web Services/ Middleware	>99.5% uptime	Availability & Downtime Reports measured using Management	For every 0.5% decrease of SLA	1 % of the Monthly of that particular application ATS cost will

				Tool. Measured 24*7 Basis and Validated by Monthly SLA Performance Report.		be deducted capped at 5%
5	Release Management	Resolution of ticket logged in incident management tools	99%	Reports generated from Ticket logging system	1% of the Monthly ATS Cost of that particular application for each default capped at 5%
6	Implementation of Audit/ Regulatory Recommendations	Implementation of audit recommendations given by utility or its auditor/ regulator which have been agreed by IT Implementation Agency to be implemented.	100%	Completion within agreed timeline and Reports	0.05% of the Monthly ATS Cost for every day's delay on an incremental basis capped at 1%
7	SLA Monitoring Report	Availability of SLA reports covering all parameters required for SLA monitoring within the defined time	7 working days from the end of the month	Monthly Report	5% of Monthly ATS Cost
8	Problem Management	ITIA shall analyse all the incidents and provide a rootcause report every month if there are more than 5 incidents of the same type ITIA shall take the needed corrective action to prevent further issues due to the same cause	100% timely submission covering all incidents logged in that month	Root cause Report. Incident Report stating problems faced by the users. Report detailing corrective and preventive actions	2% penalty of the Monthly ATS cost, if the ITIA does notsubmit a problem report for that month. 5% penalty of the Monthly ATS Cost if the ITIA does not perform the corrective action for more than one calendar month.

Remarks: Although SLA penalties shall be calculated as per above table, however total penaltyto be

deducted is to be capped at 20% of the Monthly Invoicing Value (ATS Cost).

13.2.1.4 Performance related SLAs

a) Utility Business Applications and Portals:

The IT Implementation Agency (ITIA) is to quote for appropriate systems with specification to meet the performance requirement of system/application.

Sl. No.	Measurement	Service	Service Level	Penalty	Measurement Tool/Method
1	Average loading time of Static Page in a Web Portal for all the applications irrespective of the configuration changes made by the user and the respective sizing (such as compute and memory) implications.	Response time is an important factor from the perspective of End User Experience	<500 milli seconds	If the deviation is: • Less by 1% of SLA, then 1% of the Monthly ATS cost • >1% but < 5% of SLA, Then 5% of the Monthly ATS cost • >=5% but <10% of SLA Then 10% of the Monthly ATS cost • >=10% of SLA then 20% of the Monthly ATS cost	To be measured by Time to First Byte(TTFB) through any third-party monitoring tool to be provided by the ITIA.
2	Average response time of Dynamic Content Pages in a Web Portal (excluding Human Input time) for all the applications irrespective of the configuration changes made by the user and the respective sizing (such as compute and memory) implications.	Responsiveness of portal would be critical to solution's performance	< 1 sec		To be measured by Time to First Byte(TTFB) through any third-party monitoring tool to be provided by the ITIA.

13.3 Services related to SLA

a) Reporting Procedures: The ITIA's representative will prepare and distribute SLA performance reports in an agreed upon format by the 7th working day of subsequent month of the reporting period. The reports will include "actual versus target" SLA performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports will be distributed to the Nodal official from Utility /Department of IT, if required.

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

13.4 SLA Change Control

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

a) A process for negotiating changes to the SLA.

b) An issue management process for documenting and resolving particularly difficult issues.

c) Utility and IT Implementation Agency management escalation process to be used in the event that an issue is not being resolved in a timely manner.

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

13.4.3 SLA Change Process

a) Both the parties may amend this SLA by mutual agreement in accordance.

b) Changes can be proposed by either party.

c) Normally the forum for negotiating SLA changes will be Utility's monthly review meetings.

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

13.5 Issue Management

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

13.5.2 Issue Management Process

a) Either Utility or IT Implementation Agency may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.

b) Utility will determine which committee or executive level should logically be involved in resolution.

c) A meeting or conference call may be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.

d) Management of Utility and IT Implementation Agency will develop a temporary, if needed, and the permanent solution for the problem at hand. The selected bidder will then communicate the resolution to all interested parties.

e) In the event a significant business issue is still unresolved, the arbitration procedures described in the Contract will be used.

13.5.3 Issue Escalation Process

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

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

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

d) In case one or both the parties are unsatisfied with the decision of the top management of Utility, the dispute will be resolved as specified as per Utility's jurisdiction.

13.6 Contractor Performance & Applicable Penalty

In the event of termination of contract based on non-performance by the IT Implementation Agency as per SLA, IT Implementation Agency will be solely responsible for risk and cost factor thereon. In such an event, the performance Bank Guarantee furnished by the IT Implementation Agency will be encashed and will stand forfeited. Penalty related to delivery of services may be waived by DISCOM, if cause of such delay is not in IT Implementation Agency (ITIA) control or the delay is due to Utility written request. Penalty shall be adjusted in case Utility approves such waiver. The penalty recovered shall be adjusted in the subsequent payments.

13.7 Termination of Contract and Penalties

13.7.1 Risk and Cost Factor

In the event of termination of contract on the basis of non-performance by the IT Implementation Agency as per SLA, IT Implementation Agency will be solely responsible for risk and cost factor thereon.

13.7.2 Breach of SLA

The maximum penalty due to delay in project implementation shall be 10% of the total awarded project cost and maximum penalty in a month during the ATS phase shall be 20% of the Monthly Invoice amount (ATS Cost) for that month. In case the IT Implementation Agency does not meet the service levels mentioned in this RFP for three (3) continuous time-periods per year (for the entire duration of the contract) starting from the date of contract, Utility will treat it as a case of breach of Service Level Agreement.

The following steps will be taken in such a case:

1. Utility issues a show cause notice to the selected bidder.

2. ITIA should reply to the notice within three working days.

3. If Utility authorities are not satisfied with the reply, the performance bank guarantee may be forfeited, and contract may be terminated by Utility as per the contract.

13.7.3 Exclusions

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

a) Delay in execution due to delay (in approval, review etc.) from Utility's side. Any such delays will be notified in written to the IT Team

b) Force Majeure

14 Important Tender Specifications

14.1 Hardware required for software installation will be provided by KSEBL at DC and DR.

14.2 Total employee count of KSEBL is around 27,000.

14.3 All IT/OT applications and databases will be hosted on KSEBL own DC and to be replicated with KSEBL DR as per the policies prevailing in KSEBL. All required infrastructure required for hosting will be provided by KSEBL.

14.4 Source code of all bespoke applications is to be handed over to the Utility with proper documentation and knowledge transfer.

14.5 Necessary applications required for ATS and SLA calculation needs to be provided by ITIA.

14.6 Necessary OS required for application deployment is to be delivered and installed by ITIA

14.7 All supporting applications including DB applications required for the IT/OT project need to be supplied by ITIA.

14.8 SRS/FRS defined this RFP is preliminary and will be finalized after detailed discussion with ITIA post award of contract.

Liquidated Damages, Penalty and Incentive

Except in case of Force Majeure or where the delay in delivery of the Solution is caused due to any delay or default of Utility, if the Implementation is delayed by more than 11 months from the date of execution of the Contract the IT Implementation Agency shall be liable to pay liquidated damages as per the rates specified in SCC.

3.4   Purpose of EOI

Detailed as above

3.5 Solution provider/BA need to implement and manage the Entire system and oversee the overall functioning of the organization's network infrastructure, including planning, design, implementation, and maintenance with failure free environment and without any downtime in operations of KSEBL/RCIL. **SLA shall be applied as per KSEBL's tender document and corrigendum released, if any on back-to-back basis**

3.6 Bidder may submit their response in the prescribed form of duly signed and stamped for techno commercial bid through Online mode vide email sent to https://railtel.eNivida.com , within the stipulated date and time, as mentioned in this EOI document. The Bidder shall accompany necessary documents as prescribed in the EoI.

3.7.   Partners may note that this is a single stage, single Packet Bid Interested

3.8. Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document with required credentials and EMD.

3.9. Technical Bid contains following:-

I.Eligibility Criteria

S.N	Type	Description	Document Required
1	Existence / Origin	The company must be registered in India.	Certificate of Incorporation
2	General	The company must have: I. Valid PAN card. II. Been registered with GST.	I. Copy of PAN Card. II. Copy of GST registration certificate.
3	General	The company should not be blacklisted by any Government institution/ Government PSU	Self-declaration, in case this is discovered to be otherwise, the bidder will be declared ineligible at any stage of the tender.
4	Turnover	Bidder shall have a Minimum Average Annual Turnover (MAAT) of 10 Cr from IT/ Software business in India for the last 3 (three) audited financial years.	Audited Balance Sheet & CA certificate

5	Net Worth	Sole/ Lead Bidder and the consortium partner (if any) shall have positive net worth for each of the last three financial years. Net worth of the Bidder should be at least 7 Cr in any of the last three Financial Years. [Net Worth means sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.].	Audited Balance Sheet & CA certificate
6	Empanelment	Bidder must be empanelled with RailTel as Business associate.	Copy of Empanelment letter and Empanelment PBG submitted, if any.
7	Experience	Sole/ Lead Bidder should have successfully implemented software projects in any Indian/Global Utility/ Public Sector Undertaking/Government Department during the last 10 (ten) financial years: (i) With an aggregate project value not less than 10 Cr (ii) With project value of one such Project not less than 6 Cr (OR) Two such Projects with each having a project value not less than 4 Cr	a) References along with requisite contract/ Purchase Order (PO)/ Work Order (WO). The references should indicate client name, scope of work, Project start date (as per the format prescribed in Form 13 given in Section 4); In case a Non-Disclosure agreement (NDA) is signed with the client, Bidder shall provide an undertaking for the NDA and shall also provide a client certification as proof of experience along with Client Name/ Email Address/ Contact no./ designation etc. b) Documentary evidence of

8	Experience	Sole/ Lead Bidder/ Consortium partner must have successfully implemented IT/OT applications in any Indian/Global Utility/ Public Sector Undertaking/ Government Department during the last 10 (ten) financial years. Each of the projects shall be in operation for at least 1 (one) year as on date of bid submission OR Each of the projects should have completed at least 3 (three) years of operational period. The implementation should have covered at least 1 (one) module out of the below mentioned list: 1)WSS & CCDB 2) BW&MIS 3) Employee Self Service (ESS) & Management Self Service (MSS) 4) Energy Audit 5) Document Management System(DMS)	completion of the Project or completion of Go-live status (i.e., Go-live certificate, UAT testing certificate etc.) of the respective project as per the definition of Go-Live/ UAT specified therein or other documentary evidence indicating completion (e.g., proof of payment received/proof of asset capitalized in books of accounts (as applicable) and client certificate for supply of material or similar proofs) along with contact details of the client; c) Any other documentation for implementation performance/ operation
9	Experience	Sole/ Lead Bidder/ Consortium partner should have experience of integrating with at least 2 (two) of the following applications in any Indian/ Global Utility (power/ water/ natural gas/ telecom) in the last 10 (ten) financial years. Each of the projects shall be in operation for at least 1 (one) year as on date of bid submission (OR) Each of the projects should have completed at least 3 (three) years of operational period. i. ERP ii. MDAS/ MDMS iii. Spot IT/OT/ Prepaid Engine iv. Consumer Portal/ App v. GIS vi. Workforce management vii. Outage management system viii. Load forecasting system ix. Demand Response x. SCADA xi. DMS/ ADMS	
10	General	Sole/ Lead Bidder should have the following certificates which should be valid as on the date of bid submission: (a) ISO 9001:2015, and, (b) ISO/IEC 27001:2017 or latest. (c) CMMi Level 3 or higher	Copy of Valid Certificate attested by the authorized signatory

| 11 | General | Proposed COTS based IT/OT application must have been successfully implemented in any Indian/ Global Utility (power/ water/ natural gas/ telecom) during the last 5 (five) financial years and must be in operation for at least 1 year as on date of bid submission. | a References along with requisite contract/ Purchase Order (PO)/ Work Order (WO). The references should indicate client name, scope of work, Project start date (as per the format prescribed in Form 3 given in Section 4); In case a Non-Disclosure agreement (NDA) is signed with the client, Bidder shall provide an undertaking for the NDA and shall also provide a client certification as proof of experience along with Client Name/ Email Address/ Contact no./ designation etc. b Documentary evidence of completion of the Project or completion of Go-live status (i.e., Go-live certificate, UAT testing certificate etc.) of the respective project as per the definition of Go-Live/ UAT specified therein or other documentary evidence indicating completion (e.g., proof of payment received/ proof of asset capitalized in books of accounts (as applicable) and client certificate for supply of material or similar proofs) along with contact details of the client; c Any other documentation for implementation performance/ operation |

Qualification Requirement of System Integrator

SI No	Requirements	Description	Documentary Evidence
1	Technical Experience	Should have experience of at least two end to end deployment and integration with Utility applications in any Indian/ Global Utility (power/ water/ natural gas/ telecom) during the last 7 (seven) financial years.	Work Order/Letter from respective Utility/ DISCOMs identifying successful implementation integration and count of meters.
2	Certification	Should have valid ISO 9001:2015 certification. Should have IEC/ ISO 27001 certification	Copy of valid certificates attested by the authorized signatory.

		or CMMi Level 3 (or above) certifications	

Note:

• The bids documents uploaded shall be properly aligned with page numbers and index. Relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, shall be highlighted.

• Bidders must ensure that all required documents have been uploaded along with the bid to justify eligibility.

I. The Technical Compliance of the Scope of Work. However, format may be modified by bidder as per their choice, but item must be marked with OEM/Vendors Name, MAF provided or not and Data Sheet attached, wherever applicable.

II. The Technical Compliance sheet provided with Hard Copy of Technical Specs and products/services/processes/protocols, wherever applicable.

III. **Price quote in the attached format (Annexure 8).**

IV. Compliance of OEM/Vendors with their MAF's and all mandatory documents asked by KSEBL/RCIL from OEM/Vendors.

V. Unconditional Acceptance of contents the Tender document of KSEBL and any Other/General Document of KSEBL Tender RFP along with corrigendum and addendum.

VI. Acceptance Letter of EoI

VII. Annexure Formats as mentioned in this EOI.

VIII. All documents mentioned in checklist and annexures of this EOI

IX. The BA agrees to undertake Warranty, Maintenance contract for a minimum **period as per RCIL/KSEBL.** Undertaking in this regard is to be submitted along with the technical bid.

Contract Period Undertaking – The contract period shall 71 months (11 months for implementation and 60 months ATS) from the date of execution of contract. The Utility, at its own discretion, may extend the ATS period of the IT/OT Applications at terms mutually agreed upon with the IT Implementation Agency. As per pertinent tender floated by RCIL/KSEBL. "Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project" at KSEBL from the date of issue of Work Order and subjected to the fulfilment of SLA conditions referred above.

X. The bid should be duly signed and submitted by Authorized Signatory. The bidder has to submit notarized of non-judicial stamp paper of appropriate value Power of Attorney having authorized signatory's nomination along with board resolution in favour of power of attorney.

XI. The bidder has to mandatorily submit notarized Annexure-11 on non-judicial stamp paper of requisite value of Rs. 200, else bid shall be summarily rejected.

3.10. Prospective bidder's b i d evaluation will be done based o n above mentioned documents. Bids of those Bidders who submit Technical Documents without OEM/Vendor Name, Make and Model, technical Compliance, and unconditional acceptance of the KSEBL hard Copies, will be summarily rejected.

3.11. Based on evaluation of outcome, whoever may qualify and further complying technical requirement with supporting documents o f OEM/Vendor MAF, datasheets, BOQ/BOM (wherever applicable) may be treated as technically qualified partner for Stage-1.

3.12. Bidders selected above will be treated as eligible for financial bid opening.

3.13   Financial Bid:

The Annexure 8 of for financial quote to be submitted for evaluation

3.14   Selection of Bidder:

The bidder will be selected on the **lowest quote (L-1)** basis for complete 'Scope of Work' as mentioned in the EOI document and Physical documents of technical specifications of KSEBL, subject to the respective overall bid is in compliance to the requirements of this EOI. The partner selected will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'. It is ascertained, that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP if required. However RailTel reserves the right to select any Bidder irrespective of the ranking in the Bid list without assigning any reasons.

3.15   The partner selected through this EOI shall be deemed to be responsible for delivering of complete 'Scope of Work' as mentioned in the KSEBL's tender document and subsequent corrigendum. However, RailTel at its discern, may take- up a certain portion / percentage of 'Scope of Work' by communicating to the CSP at any point of time during the engagement period. (The day at which 'CSP' is declared, will mark the start of engagement period. The period will be valid till final outcome of this tender as announced by KSEBL/RCIL. In case, RailTel comes out to be winner of the KSEBL tender, then the engagement period will get auto-extended to the period RailTel serves KSEBL for the concerned tender, unless terminated earlier by RailTel as per terms and conditions mentioned in this EoI document). In this scenario, commercial engagement with the CSP will be for that portion / percentage only, which has not been taken by RailTel. Accordingly, resultant value of work will be derived on the basis of negotiated (in case) commercial bid of the CSP.

3.16 RailTel on the basis of inputs / factors available to it from various resources, past experiences of its ICT projects and on the basis of negotiated (in case) commercial bid of the CSP, will endeavour to place best techno-commercial bid in response to the pertinent KSEBL's tender. Further relationship with CSP will be based on the outcome pertinent KSEBL's tender.

4   General Requirements and Eligibility Criteria for Bidders

4.1. The interested bidder should be an Empaneled Partner with RailTel on the last date of bid submission of EOI & has to provide relevant documents to qualify as per relevant Clause of this EOI.

4.2. The interested bidder should submit Earnest Money Deposit (EMD) if applicable, in the format as mentioned in this EOI document along with the bid.

4.3. The interested bidder should be in compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions.

4.4. The interested bidder should submit an undertaking for maintaining of 'Local Content Compliance' and shall submit a certificate mentioning the 'Local Content Percentage' duly signed and stamped by statutory auditor or cost auditor or authorized signatory of the interested partner. This will not be a binding clause in cases where end customer has not asked Local Content Clause/Make in India Clause in their Current RFP.

4.5 **The bidder has to mandatorily provide all Annexures of this EoI and corrigendum(s) thereof.**

4.6. The interested bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI.

4.7. There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI.

4.8. The interested bidder shall not have a conflict of interest with one or more bidding parties. Participation of interested bidder(s) with a conflict-of-interest situation will result in the disqualification of all bids in which it is involved. A bidder may be in a conflict of interest with one or more parties if including but not limited to:

a. Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or;

b. 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 interested partner.

4.9. The interested bidder should not be seeking/extending/exploring similar arrangements /engagements with any other organization except RailTel, for the KSEBL tender.

4.10. The interested partner should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.

4.11. In addition to above clauses, bid of interested bidder should be in compliance to terms and conditions and technical requirements of the pertinent KSEBL tender as referred above.

Note: The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-02 of this EOI document, as unconditional submission of meeting the clauses mentioned above, from Clause **4.1. to Clause 4.11**

5. Resources to be Deployed

i. The bidder shall carry out all necessary activities during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

ii. Adequate training, required to carry out the activities mentioned in the scope of work above, shall be provided by Bidder to all deployed resources.

iii. Boarding, lodging, transportation, and all other expenses of the deployed resources are to be borne by bidder,

iv. The Authority shall be at liberty to object to and require the bidder to remove from the works any person who in his opinion misconducts himself or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Authority to be undesirable. Such person shall not be employed again at works site without the written permission of the Authority and the persons so removed shall be replaced with in a week's time by competent substitutes.

v. The Authority has agreement with the bidder only, it is the responsibility of the bidder to ensure all due diligence is carried out for background verification of resources deployed. And in any case, the Authority will not be responsible for the violation of due diligence or offence committed by the bidder or any of its resources.

6 Proposal Preparation and Submission Cost

6.1. The interested partner is responsible for all costs incurred in connection with participation in this EOI process, including, but not limited to, cost incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by RailTel to facilitate the evaluation process or all such activities related to the bid process. RailTel will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This EOI document does not commit to award a contract or to engage in negotiations.

7 Amendment to EOI Document

7.1. At any time prior to the deadline for submission of bids, RailTel, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on RailTel's

(www.railtelindia.com) website only. The interested bidders are advised to visit the RailTel website on regular basis for checking necessary updates. RailTel also reserves the rights to amend the dates mentioned in this EOI for bid process. RailTel may, at its discretion, extend the last date for receipt of EoI response Individual advices in this connection is not treated as mandatory.

8   Bid Validity Period

8.1. Bid of Interested partners shall remain valid for the period of 240 days from the date of opening the price bid. The bidder have to extend bid validity as per KSEBL on back to back basis.

8.2. RailTel may request for an extension of the period of validity. The validity of the 'EMD', should also be suitably extended if called upon to do so by RailTel. The request and the responses thereto shall be made in writing through e-mail communication only. Further, whenever the bid validity extension is submitted by the interested partner, it should be ensured by interested partner that their PBG (Performance bank Guarantee) and Security Deposit (SD) related to the empanelment should have minimum validity of 120 days from the last date of extended completion period.

9   Right to Terminate the Process

9.1. RailTel may terminate the EOI process at any time without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by RailTel. The interested bidder's participation in this process may result in RailTel selecting the CSP to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

10   Language of Bid

10.1. The bid prepared by the interested partner and all correspondence and documents relating to the bids exchanged by the bidder and RailTel, shall be written in English Language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Authorised Signatory of the interested partner.

11   Submission of Bid

11.1. The Bidder should take into account any Corrigendum to this EOI document that may   have been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.

11.2. Bidders in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.

11.3. An Organization / Bidder can submit only 'One EOI Response'. Submission of multiple EOI Response by bidder(s) may lead to rejection of all of its bid.

12   Rights to Accept / Reject any or all EoI Response

12.1. RailTel reserves the right to accept or reject any EOI Response, and to annul the bidding process and reject all Bids at any time prior to award of the Contract, without thereby incurring any liability to the affected interested bidder(s), or any obligation to inform the affected Bidders of the ground for RailTel's action.

13   Payment Terms

Back-to-back basis as per KSEBL RFP No. CEIT/RDSS/ITOT/24-25/06 dtd 13.09.2024 and as per Payment terms below:

The payments shall be strictly made based on acceptance and quality of deliverables, performance and timelines of services delivered by the IT Implementation Agency (ITIA). The IT Implementation Agency (ITIA) should produce a completion/ installation certificate indicating "Ready-for-use" status (i.e., delivery, installation, commissioning, and successful operation of system) for respective deliverable/services for IT/OT applications, duly signed as accepted by the Utility.

1. The Contract Price shall be paid on the final accepted L1 prices quoted by the bidder, or any revised price that may be accepted after negotiation with the L1 bidder. Payment conditions is as follows :
   Amount for IT/OT Application Implementation shall be paid in four milestones:
2. No advance payments shall be made.

    · Design, Customization and Deployment of application: 25% of quoted IT/OTapplication implementation cost (after deducting penal charges, if any)

    · Completion of all integrations and testing: 15 % of quoted IT/OT application implementation cost (after deducting penal charges, if any)

    · Stabilization, Bug fixing and UAT completion: Remaining 30% of quoted IT/OT application implementation cost(after deducting penal charges, if any)

    · Enterprise wide Go-live : 30% of quoted IT/OT application implementation cost(after deducting penal charges, if any)

3. Quarterly ATS payments will be released on submission of invoices based on the quoted rate.
4. The Contractor shall raise provisional invoice accompanied with verifiable summary and prescribed SLA reports to the designated engineer-of-contract in Utility for verification of work, SLA and verification of payable amounts. The actual payment shall be net of any applicable liquidated damages and/or penalty due to noncompliance of SLAs by the ITIA.
5. The Contractor's request for payment shall be made to the respective Utility, in accordance to the verified amounts, in writing, accompanied by invoices describing, as appropriate, the accepted quantities of work performed

   6.No invoice for extra work/ change order on account of change management will be submitted by the Contractor unless the said extra work/ change order has been authorized/ approved by the Utility in writing.

7. If any excess payment has been made to contractor due to difference in quoted price in proposal and Contractor's invoice, or due to omission in verification of payable quantities, Utility may without prejudice to its rights recover such amounts by adjustments in subsequent invoices or by other means after notifying the Contractor or deduct such excess payment from any payment subsequently falling due to the Contractor.
8. The currency in which payment shall be made to the Contractor under this contract is Indian Rupees (INR) only.
9. The sum of all payments made to the Bidder shall not exceed the Contract Price.
10. In the event the Bidder fails to meet a particular performance criterion as mentioned under the Service Level Agreement (SLA) for cumulatively 3 (three) months in a year, resulting in the maximum penalty for the particular performance criterion, Utility may issue a SLA Default Notice to the bidder.

13.1 Payment will be processed after receiving the GST invoice for the work / services and after RailTel has received the necessary payment based on certification and acceptance from KSEBL for the same work / services. Any deduction /Penalties levied by CIAL will be carried back-to-back and will be deducted from SI/BA/CSP's invoices/Subject to the cause to deduction / penalty is due to deviation in terms and conditions of service standards by the CSP.

a) The payment towards the AMC charges for the software supplied through this RFP will be paid at the beginning of each year separately.

b) 100% of AMC charges for each year shall be released on submission of performance bank guarantee of 10% of AMC value for that year and submission of software licenses issued in the name CIAL in OEM letter head and verifiable in OEM website.

13.3. Documents list required at the time of payment/invoice submission by selected bidder shall be: -

- Valid Tax Invoice (in Triplicate, where supply is Involved)

- Delivery Challan and e way bill

- Factory Test Report

- QA& COQ inspection certificate duly signed by OEM.

- FAT Inspection Certificate or Approval of waiver for the same.

- Packaging List

- Purchaser's Inspection certificate

- Consignee receipt

- Warranty certificate of OEM

- Insurance certificate

- A certificate duly signed by the firm certifying that equipment/ materials being delivered are new and conform to technical specification.
- A certificate duly signed by the firm certifying that the equipment/ materials being delivered are complete in all respect for the concerned items for which the payment is being released.

All payments shall be released after sign-off by the KSEBL.

14. Performance Guarantee (PG)

Within 14 (fourteen) days after the receipt of notification of award of the Contract from RCIL, the successful bidder shall furnish Contract Performance Guarantee to RCIL which shall be equal to 5% of the value of the total order value and shall be in the form of a Bank Guarantee Bond from a Nationalized/Scheduled Bank in the Pro forma given at Annexure I. The Bank guarantee shall be renewed on annual basis till 60 days beyond the expiry of all the warranty obligations.

The PBG shall be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PBG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discern. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the CSP's failure to complete its obligations

under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default

14.1. RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

14.2.   If the service period / contract value undergo variation PBG also shall be varied accordingly

14.3. During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by KSEBL (in case) to RailTel.

14.4. In case the KSEBL has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected bidder has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Bidder will be accepted in lieu of PBG from Scheduled Bank.

14.7. In case KSEBL has sought any other types of PBG, at present or in future or else Integrity Pact PBG (presently or in future), same remain applicable on selected Bidder. The Said PBG will be issued by Selected Bidder from Scheduled Bank favouring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.

14.8   Integrity pact in the format if any, as per RCIL to be provided by the Bidder.

15.   Details of Commercial Bid / Financial Bid

15.1. Partner should submit commercial bid strictly as per the format mentioned by KSEBL or in subsequent corrigendum's (if any).

15.2. The commercial bid should clearly bring out the cost of the services with detailed break- up of taxes.

15.3. The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.

15.4. The quantity of 'Line Items' may vary at the time of placing of Purchase Order or during the Contract Period, as communicated by KSEBL (in case) to RailTel. In such scenarios, the 'Per Unit' cost will be considered to arrive on contractual amount between RailTel and CSP.

15.5. It is also possible that KSEBL may surrender / increase, some or all of the quantities of service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered, at sole discern of RailTel.

15.6. It is also possible that during the contract period, KSEBL may raise Purchase Order to RailTel for the line items (and respective quantities) which are not mentioned in the pertinent tender of KSEBL. In such scenario, RailTel at its sole discretion, may extend the scope of the contract with CSP by placing order to KSEBL, on back-to- back basis.

15.7. In addition to the Payment Terms, all other Contractual Terms will also be on 'back- to-back' basis between RailTel and CSP, as mentioned in the pertinent KSEBL's tender. MAF (Manufacturer's Authorization Form) in the name of RailTel and another MAF in Bidders Name (separately with reference to this EOI) from the OEMs, whose product is mentioned in commercial bid format, should also be ensured by the partner. The MAF format and required content should be in-line with KSEBL's tender, if specifically asked by KSEBL in a particular format.

16. Duration of the Contract Period

16.1. The contract duration shall be same as of KSEBL's contract duration with RailTel until otherwise terminated earlier. Indicative contract duration of contract period shall 71 months (11 months for implementation and 60

months ATS) from the date of execution of contract. The Utility, at its own discretion, may extend the ATS period of the IT/OT Applications at terms mutually agreed upon with the IT Implementation Agency. unless otherwise terminated/modified, as mentioned in this EOI document and subject to award of contract to RailTel. The contract duration can be renewed /extended by RailTel at its discern, in case KSEBL extends / RailTel renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by KSEBL to RailTel.

17. Restrictions on 'Transfer of Agreement'

17.1. The CSP shall not assign or transfer its right in any manner whatsoever under the contract / agreement to a third party or enter into any agreement for sub- contracting and/or partnership relating to any subject matter of the contract / agreement to any third party either in whole or in any part i.e., no sub-contracting / partnership / third party interest shall be created.

18. Suspension, Revocation or Termination of Contract / Agreement

18.1. RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the CSP shall be payable by RailTel.

18.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice as per GCCA of contract or as per KSEBL tender condition whichever is issued to the CSP.

RailTel shall terminate/or suspend the contract /agreement under any of the following circumstances:

a) The CSP failing to perform any obligation(s) under the contract / agreement.

b) The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.

c) Non adherence to Service Level Agreements (SLA) which RailTel has committed to KSEBL.

d) The CSP going into liquidation or ordered to be wound up by competent authority

e) If the CSP is wound up or goes into liquidation, it shall immediately (and not more three days) inform about occurrence of such event to RailTel in writing. In such case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as deemed fit. It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which CSP's PG related to contract / agreement along with PG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.

f) Breach of non-fulfilment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either Suo- moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The CSP shall extend all reasonable facilities and shall endeavour to

remove the hindrance of every type upon such inquiry. In case of default by the CSP in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PG(s) of CSP available with RailTel can be forfeited.

19. Dispute Settlement

19.1 In case of any dispute concerning the contract / agreement, both the CSP and RailTel shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of Arbitration shall be New Delhi.

19.2 The arbitral tribunal shall consist of the Sole Arbitrator. The arbitrator shall be appointed by the Chairman & Managing Director (CMD) of RailTel Corporation of India Ltd.

19.3 All arbitration proceedings shall be conducted in English.

20. Governing Laws

20.1. The contract shall be interpreted in accordance with the laws of India. The courts at New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

21. Statutory Compliance

21.1. During the tenure of this Contract nothing shall be done by CSP in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.

22.2. The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923,The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

22. Intellectual Property Rights

22.1. Each party i.e., RailTel and CSP, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.

22.2. Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EoI and subsequent contract in any circumstances

23. Severability

23.1. In the event any provision of this EOI and subsequent contract with CSP is held invalid or not enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of the contract and Annexure/s which will be in full force and effect.

24.   Force Majeure

24.1.   If during the contract period, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD(hereinafter referred to as EVENT) , provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non- performance or delay in performance. Provided service under this contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

24.2.   In the event of a Force Majeure, the affected party will be excused from performance during the existence of the force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this contract. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

25.   Indemnity

25.1.   The CSP agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from:

a) Any mis -statement or any breach of any representation or warranty made by CSP

b) The failure by the CSP to fulfil any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by CSP pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by CSP pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or

c) Any compensation / claim or proceeding by any third party against RailTel arising out of any act, deed or omission by the CSP

d) Claim filed by a workman or employee engaged by the CSP for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

25.2.   Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

26.   **Limitation of Liability towards RailTel**

26.1.   The CSP (SI/BA) liability under the contract shall be determined as per the Law in force for the time being. The CSP shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the CSP and its employees (direct or indirect), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of CSP or his agents or any person / persons claiming through under said CSP, However, such liability of the CSP shall not exceed the total value of the contract.

26.2.   This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the CSP is legally liable.

27.   **Confidentiality cum Non-disclosure**

27.1.   The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

27.2.   Notwithstanding the foregoing, neither Party shall have any obligations regarding non- use or non-disclosure of any confidential information which:

27.2.1. Is already known to the receiving Party at the time of disclosure:

27.2.2. Is or becomes part of the public domain without violation of the terms hereof;

27.2.3. Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:

27.2.4. Is received from a third party without similar restrictions and without violation of this or a similar contract.

27.3 The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.

27.4 Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.

27.5 This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

28 Assignment

28.1 Neither this contract nor any of the rights, interests or obligations under this contract 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 contract will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

29 Insurance

The CSP shall agree to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software and Services etc. as per KSEBL tender specified terms.

30   Exit Management

30.1 Exit Management Purpose

30.1.1 This clause sets out the provision, which will apply during Exit Management period. The parties shall ensure that their respective associated entities carry out their respective obligation set out in this Exit Management Clause.

30.1.2 The exit management period starts, in case of expiry of contract, at least 03 months prior to the date when the contract comes to an end or in case of termination contract, on the date when the notice of termination is sent to the CSP. The exit management period ends on the date agreed upon by RailTel or Three (03) months after the beginning of the exit management period, whichever is earlier.

30.2   Confidential Information, Security and Data:

CSP will promptly, on the commencement of the exit management period, supply to RailTel or its nominated agencies the following (if asked by RailTel in writing):

30.2.1 Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code (if any); any other data and confidential information created as part of or is related to this contract;

30.2.2 All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the case may be).

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

30.4 Rights of Access to Information: Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the CSP shall be obliged to provide an access of information to RailTel and / or any Replacing Vendor in order to make an inventory of the Assets (including hard software / active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other related material.

Note: RailTel at its sole discern may not enforce any or all clauses / sub-clauses under the

'Exit Management' clause due to administrative convenience or any other reasons as deemed fit.

31. Waiver

31.1. Except as otherwise specifically provided in the contract, no failure to exercise or delay in   exercising, any right, power or privilege set forth in the contract will operate as a waiver of any right, power or privilege.

32. Changes in Contract Agreement

32.1. No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both CSP and RailTel.

33. Taxation

33.1 Rate, Taxes & Duties

i. The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti Dumping, CGST,SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.

ii. Bidder shall issue a valid tax invoice to RailTel for availing proper credit of CGST,SGST, IGST, UTGST in case of award of contract. GST will not be reimbursed in the absence of valid tax invoice.

iii. For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.

iv. If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.

v. In case of incorrect reporting of the supply made by the vendor in the relevant return,leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.

vi. Tenderer shall quote all inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST,CGST, IGST, UT GST along with respective HSN/SAC code under GST Law (including tax under reverse charges payable by the recipient)

vii. Wherever the law makes it Statutory for the purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.

viii. In regards to works contract, the tenderer should have registration number for GST in respective State where work is to be executed and shall furnish GST registration certificate along with Tender.

ix. The imposition of any new tax and /or increase in the aforesaid taxes, duties levies after the last stipulated date for the receipt of tender including extensions if any and the bidder thereupon necessarily and properly pays such taxes/ levies / cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/ default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues / payments of bidder and make payment to State / Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date of tender, bidder has to pass on the benefits to RailTel.

x. In case of imported equipment: Anti dumping duty if applicable on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel.

xi. On reverse charge by RailTel, wherever applicable.

Note: "In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the RailTel shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM)and deposit the same to the concerned tax authority

ANNEXURE 1

FORMAT FOR PROJECT EXPERIENCE CITATIONS

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

Signature of Bidder ……………………….
Name: ……………………………………
Designation ……………………………………….   Seal of BA Organization
Place: …………………………………
Date: ………………………………..

ANNEXURE 2

EOI COVER LETTER

(On Organization Letter Head)

EOI Ref No: EOI NO. RCIL/SR/ERS/2024-25/EOI/7   Date:

To,

The Joint General Manager (ERS)

RailTel Corporation India Limited,

Kerala Territory Office,

1ˢᵗ Floor, Eastern Entry Tower

Ernakulam South Railway Station

Ernakulam – 682016

KSEBL Tender Ref. CEIT/RDSS/ITOT/24-25/06 dtd 13.09.2024 Floated on: e tender portal (www.etenders.kerala.gov.in) portal

Dear Sir/ Madam

1. I, the undersigned, on behalf of M/s ...., having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of Clause 4 of EOI.

2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 210 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and maybe accepted by you at any time before the expiration of that period.

3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP) for there for said Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.

4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.

5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

I hereby undertake and give unconditional acceptance for compliance of all terms & conditions of KSEBL RFP issued vide ref no. CEIT/RDSS/ITOT/24-25/06 dtd 13.09.2024 Floated on: e tender portal (www.etenders.kerala.gov.in) portal, against this EOI based customer's requirement.

I hereby undertake that there will be no deviation from the Terms and Conditions of EOI and KSEBL 's RFP issued vide ref no.: CEIT/RDSS/ITOT/24-25/06 dtd 13.09.2024 Floated on: e tender portal (www.etenders.kerala.gov.in) portal.

Signature of Bidder ………………………
Name: ……………………………………
Designation …..   Seal of BA Organization
Place: …………………………………
Date: ………………………………..

ANNEXURE 3

(Local Content Compliance)

EOI Ref. No: EOI NO. RCIL/SR/ERS/2024-25/EOI/7   Date:

To,

The Joint General Manager (ERS)

RailTel Corporation India Limited,

Kerala Territory Office,

1st Floor, Eastern Entry Tower

Ernakulam South Railway Station

Ernakulam – 682016

Tender Ref. No. CEIT/RDSS/ITOT/24-25/06 dtd 13.09.2024 Floated on: e tender portal (www.etenders.kerala.gov.in) portal

Dear Sir / Madam

I, the undersigned, on behalf of M/s ...., hereby submits that our technical solution for the 'Scope of Work' mentioned under the EoI document is in compliance of local content requirement and makes us equivalent to 'Class-I local supplier' / 'Class-II local supplier' (mention whichever is applicable) for the EoI under reference, as defined under the order No. P-45021/2/2017-PP(BE-II) dt. 04-June-2020 issued by Ministry of Commerce and Industry, Govt. of India.

I hereby certify that M/s ....fulfils all requirements in this regard and is eligible to be considered and for the submitted bid Local Content Percentage is   % (write in figures as well as in words).

I hereby acknowledge that in the event of acceptance of bid on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law, including but not limited to the encashment of Bank Guarantee related to Empanelment and Performance Bank Guarantee (PBG) and Security deposit (SD), as available with RailTel, related to this EoI. Signature of Authorized Signatory.

Signature of Bidder ……………………….
Name: …………………………………
Designation …………………………………………...   Seal of BA Organization
Place: ………………………………
Date: …………………………………..

ANNEXURE 4

CHECKLIST OF DOCUMENTS FOR BID SUBMISSION

Tender Ref. No. CEIT/RDSS/ITOT/24-25/06 dtd 13.09.2024 Floated on: e tender portal (www.etenders.kerala.gov.in) portal

Sl. No.	Document
1	EOI Cover Letter (Annexure-02)
2	Technical compliance sheet
3	Price bid
4	Local Content Compliance & Percentage Amount (annexure-03)
5	**TECHNICAL BID COVER LETTER**
6	**COMMERCIAL BID COVER LETTER**
7	EMD as per EOI document
8	This EOI copy duly Signed and Stamped by the Authorized Signatory Of Bidder
9	All Annexure/ Appendices/Formats/ Declarations as per KSEBL Tender Ref. No. CEIT/RDSS/ITOT/24-25/06 dtd 13.09.2024 Floated on: e tender portal (www.etenders.kerala.gov.in)
10	Compliance of eligibility criteria related documents as per Clause 3
11	Any relevant document found suitable by bidder

Note:

1. The technical bid should have a 'Index' at the starting and all pages of bid should be serially numbered and should be traceable as per the 'Index'.

2. All the submitted documents should be duly stamped and signed by the Authorized Signatory at each page.

3. The above checklist is indicative only. RailTel may ask for additional documents from the bidders, as per the requirement

Signature of Bidder ……………………….
Name: …………………………………
Designation …..   Seal of BA Organization
Place: ………………………………
Date: …………………………………..

ANNEXURE 5

FORMAT FOR TECHNICAL BID COVER LETTER

(On Company Letter Head)

To,

The Joint General Manager (ERS)

RailTel Corporation India Limited,

Kerala Territory Office,

1st Floor, Eastern Entry Tower

Ernakulam South Railway Station

Ernakulam – 682016

Sub: Submission of the response to the Tender No. CEIT/RDSS/ITOT/24-25/06 dtd 13.09.2024 Floated on: e tender portal (www.etenders.kerala.gov.in). Request for Proposal for "Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project"

We, the undersigned, offer to provide services for Request for Proposal for "Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project"in response to the request for proposal dated <insert date> and tender reference no <> "Request for **Proposal "Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project"** We are hereby submitting our proposal online, which includes the pre-qualification, technical bid, and commercial bid.

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

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

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

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

Signature of Bidder ……………………….
Name: …………………………………
Designation …..…………………………………….   Seal of BA Organization
Place: …………………………………
Date: ………………………………..

ANNEXURE 6

FORMAT FOR COMMERCIAL BID COVER LETTER

To,

The Joint General Manager (ERS)

RailTel Corporation India Limited,

Kerala Territory Office,

1st Floor, Eastern Entry Tower

Ernakulam South Railway Station

Ernakulam – 682016

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the tender documents with respect to **Request for ""Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project""** do hereby propose to provide services as specified in the tender reference No. CEIT/RDSS/ITOT/24-25/06 dtd 13.09.2024 Floated on: e tender portal (www.etenders.kerala.gov.in) portal

Price and Validity

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

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

Deviations:

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

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

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

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

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

Signature of Bidder ……………………….
Name: …………………………………
Designation …………………………………………   Seal of BA Organization
Place: ………………………………
Date: …………………………………..

ANNEXURE 7

TECHNICAL COMPLIANCE SHEET

The Bidder shall submit 'Clause by Clause' compliance to the RFP document on back to back basis including the technical specifications and functional requirements (with amendments, if any)

Technical Specifications

DATA MANAGEMENT

1	The proposed solution should be an integrated solution containing Data Management, Data Warehouse, Data Quality, Analytics, Alerting and Investigation, Monitoring and Visualization capabilities
2	The proposed solution should control access to applications, modules and functions based on user roles and privileges.
3	The proposed solution should be configurable/customizable Commercial off The Shelf (COTS)/BESPOKE with the requirements of the department to reduce implementation efforts, time and cost
4	The proposed solution administrative should provide for services being started/stopped from the console
5	The proposed solution should control access to applications, modules and functions based on user security
6	The proposed solution should support for encryption. The suite should provide for data, metadata, data transmission between systems in encrypted format
7	The proposed solution should provide native access industry standard data warehousing technology
8	The proposed solution should be rich in the set of in-built transformations and functions that should include predefined table and column-level transformations and provide capability for reuse of individual transformations
9	The proposed solution should support for surrogate key generation.
10	The proposed solution should have User interfaces for Data Profiling, Data Standardization, and Clustering and Data Augmentation capabilities. In Data Profiling it should be able to conduct the following analysis: • Structure discoveries, • Frequency distribution • Pattern distribution • Various Statistical Analysis • Outliers Detection and Percentile reporting • Relationship Discoveries • Referential Integrity Analysis • Redundant Data Analysis 　　• econometric modeling 　　• multi-dimensional analysis 　　　• Enable business rule validation. 　　　• Drill through analysis from graphical reports to transactional data

11	The proposed solution should support data quality measurement on an on-going basis embedded into batch and near-time processes
12	The proposed solution should support data cleansing and de-duplication, duplicate suspect processing, house holding, with array of out-of-the- box standardization rules conform data to corporate standards – or can build customized rules for special situations.
13	The proposed solution should provide fuzzy logic to induce tolerance during matching
14	The proposed solution should use the parsed data to provide flexible matching criteria
15	The proposed solution should enable to define rules for record and/or field selections during the merging process
16	The proposed solution should have the ability to disable and enable nodes and submit flows in any state.
17	The proposed solution should have capability for the process and the nodes selected in the process flow diagram to generate its own code. The process flow should have the facility to view and edit the code generated by the system.
18	The proposed solution should have the ability to easily capture and display performance information such as real time, CPU time, memory use, input/output, and record count data,
	with the ability to display this information as a table or as a graph.
19	The proposed solution shall be able to join data from multiple sources and support for concurrent processing of multiple source data streams, without writing procedural code
20	The proposed solution shall facilitate data profiling based on dynamic, user defined validation rules and support identification of user defined 'events' to trigger alerts (through email reports) to authorities
21	The proposed solution shall support In-memory data handling
22	The proposed solution shall support correction logic for Indian names, addresses, phone numbers, identification ID and other identification proof documents and demographic details
23	The proposed solution should be able to create networks based on both transaction as well as relationship-based data, and create a nodes and links among the entities specified

ADVANCED ANALYTICS

1	The proposed solution should contain a sophisticated and GUI based predictive modeling and analytical workbench.
2	The proposed solution should enable identification of suspicious consumer profiles through a judicious mix of anomaly detection, business rules, predictive modeling and network analytics
3	The proposed solution should help analysts to visualize complex network of relationships between entities - such as people, places/ locations, things, events and across multiple dimensions
4	The proposed solution should have in-built modules for analysis of variance, multivariate analysis and statistical algorithms to build prediction models such as Linear, Logistic, Non-Linear and Quantile regression models, Generalized Linear models, Predictive partial least squares and Decision trees

5	The proposed solution should provide in-built features and advanced techniques for the analyst to detect rare events, anomalies and outliers and/or influence points to help determine, capture or remove them from downstream analysis such as predictive models
6	The proposed solution should in-built modules for modern machine learning algorithms to build predictive models - such as random forests, gradient boosting, artificial neural networks, support vector machines and factorization machines
7	The proposed solution should provide a rich set of data mining algorithms that can be used for classification, regression, clustering, detection of outliers and anomalies, feature extraction, association analysis, and attribute ranking.
8	The proposed solution should support Clustering of entities that are either user Defined or statistically chosen as best clusters, along with strategies for encoding class variables into the analysis
9	The proposed solution should have flexibility of high-performance imputation of missing values in features using different statistical options such as mean, pseudo-median and with user-specified values or with random value of non-missing values
10	The proposed solution should support automated algorithms which will help the end-users to run multiple algorithms at a time and hence compare the results between them.
11	The proposed solution should enable automated model assessment and scoring, and generate the associated model performance statistics and code for model scoring
12	The proposed solution should allow user to compare different predictive models on the basis of different test statistics, and select the best model for deployment automatically
13	The proposed solution should provide multiple methods to visualize data mining models and provide the user with sufficient levels of understanding and trust
14	The proposed solution should support processing, trend-analysis and modeling for forecast of data- points through exponential smoothing, missing data and outlier data on all data-sets before trend analysis / modelling
15	The proposed solution should support profile matching through user-defined (configurable) business rules through ad-hoc querying across multiple fields of consumer-wise information from in-house and external agency data
16	The proposed solution should support Time Series and scenario ("What-If") analysis for dependent variables.
17	The proposed solution should enable rule based / cluster analysis for profile grouping and profile matching
18	The proposed solution should allow Analysts and Investigators to make use of a fraud intelligence repository which gets populated containing information of performance of past models and scenarios, to improve accuracy of current predictive models should be able to define risk based on different levels such as relationships with entities, financial / non-financial transactions & events etc.
19	The proposed solution should allow alerts to be generated whenever flagged entities or entities with high risk rating and having financial/ non-financial transactions or some level of activity
20	The proposed solution should support detection of patterns so that criteria for various thresholds can be reviewed and modified.
21	The proposed solution should provide in-built feature of detailing rule robustness through measures of true positive, false positive and false negative as visual diagnostics

22	The proposed solution should provide an extensive list of prebuilt rule operators that would be available to the analyst for detailed rule-model specification
23	The proposed solution shall support identification of common patterns / factors / profile characteristics that could enable selection of criteria for selection of Business Audit cases
24	The proposed solution shall support detection of patterns from the transaction data set over a defined time period for particular individuals / groups
25	The proposed solution shall support processing of data-points for exponential smoothing, missing data and outlier data on all data-sets before trend analysis / modelling
26	The proposed solution shall support analysis of voluminous data to identify patterns and determine risk rating / payment reliability of a particular consumer
27	The proposed solution should be capable of payments matching - i.e. reconciliation of payments by consumers with that identified by the customer account statements.
28	The proposed solution should be capable of calculating network analytics and relationships among consumers with a known risky / suspicious entity, thus enabling risk by association.
29	The proposed solution shall have capability to identify cases for consumers for whom the usage is fluctuating at very fast rate. Such consumers are likely to be part of fraudulent activity.
30	The proposed solution shall have capability to estimate the liability of the consumer to pay or any other sum payable and accordingly revise the risk rating.
31	The proposed solution should enable analysts to be able to carry out Collection optimization based on projections of default as against resources to collect / follow up / investigate at ward / circle level
32	The proposed solution shall support detection of patterns so that criteria for various thresholds can be reviewed and modified.

DATA WAREHOUSE

1	Product should be based on pure Massive Parallel Processing (MPP) Shared nothing architecture that provides out-of-the-box fault tolerant and High available features
2	It should take full advantage of columnar database technology which provides automatic column storage, column compression and indexing without additional DBA effort.
3	Support data encoding or compression on data storage to minimize and optimize the storage usage.
4	Support and provide native tools to handle performance monitoring and tuning
5	The product must be able to load and export data in parallel without any sequential choke points.
6	The product must be able to access external data sources in parallel.
7	The product must be based open standards to store and query data. it must support ANSI SQL Standard and should NOT have any proprietary query languages of its own.
8	The product must provide native functionality to load and store XML/JSON data files within the database and support search, query and update functionalities
9	The platform must be able to operate with variety of data models with no performance degrade (e.g., Star Schema, snowflake schema etc.)
10	The product must support both column encryption and network data encryption
11	The product must provide in-database machine learning and statistical analytics without dependency on any external tool and language.

12	The product must support programming languages - Python, R for Machine learning purpose.
13	The product must support integration with procedure language like R, Java, Perl, Python with database
14	The product must support creating user defined functions and procedures natively using SQL.
15	Provide in-database SQL analytical functions like timeseries, sessionization
16	Support Industry standard API interface for user and application connectivity like JDBC/ODBC
17	DWH should have access to be connected by third-party reporting, query tools without any limitations
18	EDW system should support following aspect of performance: Concurrency Competing workloads Reporting, real time, OLAP, advanced analytics, etc. Intraday data loads Thousands of users Ad hoc queries
19	EDW should have the capability to scale a data warehouse easily, efficiently, quickly, and cost- effectively by adding units of computing power/disks/capacity, without undermining the increase in linearity of performance and capacity per incremental resource keeping in mind both vertical and horizontal scaling.
20	The system should have auditing and Logging Features for every action by user or system itself without affecting performance of the system.
21	System Licensing should not have Limitation on number of Servers and CPU Cores
22	System Licensing should not have hardware infrastructure dependency and should be open to use on any environment i.e. cloud, inhouse etc.
23	The analytical database should have inbuilt geospatial data analysis capability
24	Platform should support Docker and containers technology so that it can be launched standalone and run as container on any Linux server
25	Platform should provide query federation feature so that external data like parquet and ORC can be queried from this platform and can be joined with internal table, without moving external data inside platform.
26	The platform should provide inbuilt data exploration capabilities so that analyst and data scientists can explore the data with native inbuilt functions and use need not to write code.
27	Platform should allow machine learning models to be exported and imported in standard format like PMML. So that other platform developed/trained ML models can be used in this platform and vice-versa.
28	Platform should support accessing and querying open data formats like Parquet and ORC on external storage like NFS/S3/GCS/SAN etc without moving data into this platform
29	Platform should support querying other standard SQL databases without copying data from other databases
30	Platform should be able to integrate with open-source Machine learning model and framework like Tenser flow so that Deep learning forecasting can be done within data platform without moving data out of the platform.
31	Platform should be complying with standard data Security Norms like FIPS 140-2 and equivalent
32	Platform should support Format Preserve Encryption FPE for data security purpose.

Business Intelligence and MIS

1	The proposed solution should provide facility to summarize and present data using a variety of highly customizable charts, including vertical and horizontal bar, pie, donut, sub-grouped pie, star and block charts, plots like scatter, line, area bubble, multiple axis and overlay plots
2	The proposed solution analytical reporting should enable administrators and solution designers to
	drag and drop an entity's fields onto a page template and Page Builder will choose the most appropriate control to be used (based on the field type) and set the label and data source
	properties
3	The proposed solution analytical reporting should provide flexibility of displaying the dashboards on third-party tools such as MS-Office applications
4	The proposed solution analytical reporting should allow generation of dashboard using ad-hoc
	queries by the user
5	The proposed solution analytical reporting should be web-enabled.
	The proposed solution analytical reporting should have capability to import and integrate local text/csv/xls files with the data warehouse/ODS and be able to generate reports with no/minimal
6	intervention
7	The proposed solution analytical reporting should provide a user friendly; web based, drag and drop interface for data preparation for data tables available in-memory
8	The proposed solution analytical reporting should provide Geographical map views to provide a
	quick understanding of geospatial data.
9	The proposed solution analytical reporting should allow 'On-the-fly' hierarchy creation for being able to traverse to lowest information to undertake root cause analysis
10	The proposed solution analytical reporting should have the ability for Interactive report viewing for information consumers using iPad and Android devices using a native application most popular gestures and capabilities, including zoom, swipe, etc., to optimize ease of use and user engagement while online or offline.
11	The proposed solution analytical reporting should provide capabilities to schedule jobs for data updates and report refresh
12	The proposed solution analytical reporting should be capable of scaling up to distributed computing environments if needed in order to leverage the parallel processing capabilities of multiple machines
13	The proposed solution analytical reporting should be able to maintain Mobile device logging history and also be able to backlist/whitelist devices
14	The proposed solution analytical reporting should allow to design reports and dashboards in a GUI based environment with automatic refresh based on changes in underlying data sources
15	The proposed solution analytical reporting should have feature wherein Report can be drill down to most granular level of detail as their access controls / profiles allow
16	The proposed solution analytical reporting should have feature wherein Parameters can be passed among reports to retrieve details and investigate specific consumers / entities / location/ any other

	segments.
17	The proposed solution analytical reporting should have feature wherein Based on need, users of the reporting portal can execute stored procedures through the reporting interface and visualize the reports
18	The proposed solution should have user interface with the capability to integrate with Web- Services i.e. Should support sending and receiving web services
19	The proposed solution analytical reporting should provide for Conditional highlighting to provide visual highlight information inside tables and graphs depending on conditions defined
20	The proposed solution analytical reporting should provide for Creation of filters to control data displayed on a report
21	The proposed solution analytical reporting should provide for dynamic and cascading prompts
22	The proposed solution analytical reporting should allow to Add/view report comments and annotate
23	The proposed solution analytical reporting should have flash data visualization with multi-dimensional view in a moving time-series
24	The proposed solution analytical reporting should have seamless integration (common technical metadata) with Analytics (Statistical Analysis)
25	The proposed solution analytical reporting should Provide self-sufficient and easy access to enterprise data sources on multiple platforms, operating systems and databases
26	The proposed solution analytical reporting should allow Analysis of results to be delivered in various formats like HTML, RTF, text, and/or PDF form. Should provide the facility to save output in tables or data as the same as the input format
27	The proposed solution analytical reporting should allow to Define report layout through wizards: add tables, graphs, headers & footers
28	The proposed solution analytical reporting should support Graphical Query Builder for users to visually access and manipulate their data without SQL expertise
29	The proposed solution analytical reporting should support Preview generated query code, check the query syntax validity or copy the code for reuse in other applications
30	The proposed solution analytical reporting should allow collaboration within departments and users by means of commenting and replying. Additional functionality of attaching supporting documents to substantiate the comments should be possible
31	The proposed solution analytical reporting should support Visualizations to aid filter selection by: · Filter all dashboard KPIs at once · Data Brushing and contextual filtering between KPIs
32	The proposed solution analytical reporting should support Reports to create by the system which should be dynamic and not static - i.e. - they should be interlinked, filterable and capable of drill down analysis
33	The proposed solution analytical reporting should provide Auto charting. Based on data items selected for analysis, the tool should automatically choose best visualization suited for representation
34	The proposed solution Should support advanced analytics, statistical analysis,

	forecasting and advanced aggregation
35	The proposed solution should provide facility to generate static or dynamic interactive visualization charts and graphs
36	The proposed solution should support Visual depiction, highlighting and color coding based on entity risk should be reflected in the network visualization/ other appropriate visualization
37	The proposed solution should support understanding of alert performance in terms of true positives / false positives etc. should be assessable and measurable through reports

ALERT AND INVESTIGATION FRAMEWORK

1	The proposed solution should incorporate two key aspects – one is a advance analytics solution which provides dashboards and reporting at aggregated level for key officers and stakeholders, and the other should be an investigative workbench which also enables operational stakeholders (officers, enforcement department etc.) to take action on the alerts that emerge for a consumer, assess the evidence around the same, and take a decision on further action on the alert.
2	The proposed solution should provide in-built features for Alert and Event Management with - Governance, audit and compliance, Prioritized queuing model, Enrichment, Scenario-fired event model, including scenario context, Manual alert creation and routing, Alert domains and Custom disposition actions.
3	The proposed solution should provide a built-in functionality of alert based investigation and alert exploration and triage - in which alerts are reviewed to determine the probability that they represent suspicious behavior and are evaluated for their importance
4	The proposed solution should provide built in features to apply an appropriate disposition of the alert - such as closing, suppressing, moving to another queue (such as high or low priority), linking to a different object and sending the alert information to an external system after a decision is reached about how to handle the alert
5	The proposed solution should provide an option to automatically disposition the alert when a new alerting event arrives. For example, the alert may be automatically assigned to an investigative team
6	The proposed solution should enable not just identify the entity against whom the alert was created, but also related alerts, related entities and their interlinkages.
7	The proposed solution should provide facility to define rules and set threshold-based alerts for the same on the data used for query and analysis supported by solution
8	The proposed solution search feature should allow user to select/deselect entities of interest like Name, ID, PAN, TIN etc. to narrow down the search results for enhanced understanding
9	The proposed solution shall have the capability to generate scores for different entities based
	on the formulae and select alerts with higher scores.
10	The proposed solution should have built-in capabilities to assign Alerts/Cases to different strategies and queue for assignment from drop-down
11	The proposed solution should be web-enabled
12	The proposed solution should provide analytical capabilities such as Correlations, Regression using predefined ontologies, Network Plot, Decision Trees, Scenario Analysis, Statistical Analysis
13	The proposed solution should have capability to enable officers to segregate cases separately for defaulters and inconsistent usage

14	The proposed solution shall enable assessment of registration details for determining / modifying risk profile rating and to detect fraudulent consumers
15	The proposed solution should have optimization capability to help in allocation of alerts for different wards / circle members as per value at risk / capacity to investigate and probability of recovery
16	The proposed solution shall provide facility to define rules and set threshold-based alerts for the same on the data used for query and analysis
17	The proposed solution should allow Networks to be visualized based on a temporal view – so that the chronology of events are depicter through a time slider
18	The proposed solution should be able to activate / deactivate / reactivate / override specific alerts / rules as per need at real time.
19	The proposed solution should be able to decide appropriate treatment for the alerts depending on the rules under which they were flagged (route to investigator etc.) as per data event
20	The proposed solution should allow for Historical rule activity (alerts generated) and performance (final disposition) to be identifiable which can be analyzed in order to improve rules
21	The proposed solution should be able to assign a unique case number to each item scored and actioned by the Solution or out sorted for analyst review.
22	The proposed solution should have capability to visualize the network related to alerts or risk networks. The networks as well as other alert reports should be capable of color coding to highlight risky / high risk entities.
23	The proposed solution should allow investigator to look at the concise view of the network, as well as, based on need, grow the network along a timeline or across entities to incorporate a larger level of entities.
24	The proposed solution should enable analysts to be able to add comments and make notes in alerts / investigations
25	The proposed solution should identify the risks associated with a given set of consumers
26	The proposed solution should route alerts to the appropriate investigator / person/group

ANALYTICS FOR FORECASTING AND DEMAND PLANNING

1	The Data Analytics OEM should be a Leader for recent three consecutive years in Gartner Magic Quadrant for Data Science and Machine Learning Reports.
2	Aggregates transactional data into time series format and identifies and accounts for missing values.
3	Accumulates time-stamped data into any time interval (hours, weeks, months, etc.) for forecasting, sophisticated modeling techniques.
4	Automatic outlier detection outliers with provision for selecting number of outliers, percentage of outliers and sensitivity levels.
5	Trend analysis, Seasonality and intermittent series tests.
6	Missing value imputation using various interpolation and extrapolation methods.
7	Utilize comprehensive modeling techniques such as ARIMA, Neural Network, UCM, Generalized Linear Models, and GAMS etc.
8	The load forecasting should be able to handle two stage modeling for residuals. The forecasted residual should be able to be added back to the forecast load to generate the two-stage forecast load.
9	Special days and effects Management: Prebuilt Effects Management with diagnose process workflow to move from Naïve load forecasting model to add effects and see improvements in a step wise method with a holdout sample.

10	The effects that the solution should be configured to include -
	a. Recency effect
	b. Weekend effect
	c. Holiday effect
11	Statistics should include prebuild measurements such as -
a.	MAE, MAPE, and ME for annual energy, annual peak load, daily energy, daily peak load, monthly energy, monthly peak load and hourly load
b.	Ability to include macro-economic variables and also the cross effect of macro-economic variables.
12	The tool should have Automatic generation of model selection lists and Choice of automation level for all three forecasting steps: model selection, model parameter estimation and forecast generation.
13	The tool should have Hierarchical Load Forecasting and Temporal Load Forecasting. Exponential smoothing models, time series models
14	The load forecasting should have pre-built two stage modeling techniques for residual forecasting that adds back to the forecast load to generate the two-stage forecast load using Generalized Linear Modelling, time series Modelling and Neural Network
15	Option for uploading a manual demand forecast shall also be provided by the Analytics solution.

USER ADMINSTRATION

1	The proposed solution should control access to applications, modules and functions based on user roles and privileges.
2	The proposed solution should control access to applications, modules and functions based on user security.
3	The system should have auditing and Logging Features for every action by user or system itself without affecting performance of the system.
4	Proposed system shall support role-based access and interfaces for all types of users and centralized administration.

SECURITY

1	The proposed solution design should ensure the integrity and security of the data and application. Integrated security measures regarding system,users and datasources.
2	Security: Adequate security features to ensure only authorized secure access.
3	The solution should employ the latest industry standard security tools and features required to secure the platform, solution, access and protect from any unauthorized

	access.
4	Security audit for the solution may be performed by KSEBL.
5	The bidder shall indemnify the owner against any breach of data security and confidentiality. Security requirements of proposed solution and its implementation is part of bidder's scope.
6	The Bidder shall follow KSEBL's information security policy and instructions in this behalf to the extent possible. The policy document will be shared with the successful Bidder.
7	The successful bidder shall ensure that the security best practices provided by OEM are implemented in the services provided to KSEBL.

Primary users of the solution:	
Top Management Team	Timely availability of reports anywhere and anytime over mobile app/laptop/desktop with drill-down / drill-through capabilities
Users	Ability to quickly customize a report for the management without support from the technology team
For the IT Team	Ensuring optimal use of IT resources and focusing on evolving the BI platform into valued analytics platform. Deploy Data Analytics and Data mining platform for developing advance analytics use cases.

DATA SOURCES

Data shall be aggregated from all KSEBL applications

Data shall be available in below mentioned formats: Postgre SQL Database, MariaDB, MySQL, Excel/Spreadsheet, Files etc

SYSTEM ARCHITECTURE

Solution to be deployed on-premise at KSEBL Data Center, Thiruvananthapuram.
Indicative architecture of system in 3 layers
1. Bottom layer: Data at different KSEBL various Offices/ locations spread across State.
2. Middle layer:
a) Data Warehouse- data management from different data sources – KSEBL Applications
b) Analytics and business intelligence for presentation of data, dashboard, visualization and reporting etc.
3. Top layer: Users accessing the solution.
a) Business/Function users who will be accessing the analytics and business intelligence reports.
b) IT Admin users who will be managing the solution configuration, performance, security etc.
Bidder to supply shall require to perform following services as part of the overall scope:
Bidder to supply software solution for Business Analytics, Business Intelligence and Data warehouse & management information systems in compliance with technical specification
Supply & Installation of Software

| proposal for Sizing of hardware for optimized usage of software |
| Implementation of Data Analytics Platform |
| Implementation of KPIs based on KSEBL request |

Signature of Bidder ………………………

Name: …………………………………

Designation ……..   Seal of BA Organization

Place: ………………………………

Date: …………………………………..

ANNEXURE 8

PRICE BID

To be uploaded as pdf (On Organization Letter Head)

EOI NO. RCIL/SR/ERS/2024-25/EOI/7   Date:12.11.2024

To,

The Joint General Manager (ERS)

RailTel Corporation India Limited,

Kerala Territory Office,

1st Floor, Eastern Entry Tower

Ernakulam South Railway Station

Ernakulam – 682016

TENDER NO: CEIT/RDSS/ITOT/24-25/06 dtd 13.09.2024 Floated on: e tender portal (www.etenders.kerala.gov.in)

Portal, please be referred for any clarifications.

Validate	Print	ten	Help	oQ		

Tender Inviting Authority: Chief Engineer (IT,CR & CAPs)

Name of Work: Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project

Contract No: CEIT/RDSS/ITOT/24-25/06 dated 10.09.2024

Name of the Bidder/ Bidding Firm / Company :				

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
SI. No.	Item Description	Total Amount in Rs (Excluding GST)	Total Amount in Rs inclusive of all taxes excluding GST (in figures)	TOTAL AMOUNT In Words
1	2	13	54	55
1	RDSS IT/OT Grand Total			
1.01	IT/OT Application Implementation cost (Total of BOQ1)	0.00	0.00	INR Zero Only
1.02	Annual Technical Support (ATS) Cost (Total of BOQ2)	0.00	0.00	INR Zero Only
Total in Figures			0.00	INR Zero Only
Quoted Rate in Words			**INR Zero Only**	

Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures including all taxes except GST To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without GST in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	54	55
1	IT/OT Application Implementation Cost					
1.01	Cost of design, development, testing, commissioning, migration, integration & operations of Web Self Service & Centralized Customer Database (WSS & CCDB) as defined in the RFP, scope and SRS Cost	1.000	Nos		0.00	INR Zero Only
1.02	Cost of design, development, testing, commissioning, migration, integration & operations of Business Warehouse and Management Information System (BW&MIS) as defined in the RFP, scope and SRS	1.000	Nos		0.00	INR Zero Only
1.03	Cost of design, development, testing, commissioning, migration, integration & operations of Document Management System (DMS) as defined in the RFP, scope and SRS	1.000	Nos		0.00	INR Zero Only
1.04	Cost of design, development, testing, commissioning, migration, integration & operations of Energy Audit(EA) as defined in the RFP, scope and SRS	1.000	Nos		0.00	INR Zero Only
1.05	Cost of design, development, testing, commissioning, migration, integration & operations of Employee Self Service & Management Self Service (ESS & MSS) a defined in the RFP, scope and FRS	1.000	Nos		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words				**INR Zero Only**		

Contract No: CEIT/RDSS/ITOT/24-25/06 dated 10.09.2024

Name of the Bidder/ Bidding Firm / Company :	

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Rate per year in Figures including all taxes except GST To be entered by the Bidder in Rs. P	Total Amount for 5 years in Rs inclusive of all taxes excluding GST (in figures)	TOTAL AMOUNT In Words
1	2	4	5	13	54	55
1	ATS Cost (For 5 Years)					
1.01	ATS Cost for Web Self Service & Centralized Customer Database (WSS & CCDB)	5.000	Years		0.00	INR Zero Only
1.02	ATS Cost for Business Warehouse and Management Information System (BW&MIS)	5.000	Years		0.00	INR Zero Only
1.03	ATS Cost for Document Management System (DMS)	5.000	Years		0.00	INR Zero Only
1.04	ATS Cost for Energy Audit(EA)	5.000	Years		0.00	INR Zero Only
1.05	ATS Cost for Employee Self Service & Management Self Service (ESS & MSS)	5.000	Years		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words				**INR Zero Only**		

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Person per day rate in Figures including all taxes except GST To be entered by the Bidder in Rs. P	Total Amount in Rs inclusive of all taxes excluding GST (in figures)	TOTAL AMOUNT In Words
1	2	4	5	13	54	55
1	**Manpower Cost for Change Request**					
1.01	Architecture Specialists (Experience- 10+ years)	30.000	Days		0.00	INR Zero Only
1.02	Security Specialists (Experience- 10+ years)	30.000	Days		0.00	INR Zero Only
1.03	Integration Specialists (Experience- 10+ years)	30.000	Days		0.00	INR Zero Only
1.04	Data Base Developer- Sr. (Experience- 5+ years)	30.000	Days		0.00	INR Zero Only
1.05	Web/ Mobile Application Developer- Sr. (Experience- 5+ years)	30.000	Days		0.00	INR Zero Only
1.06	Core Application Developer- Sr. (Experience- 5+ years)	30.000	Days		0.00	INR Zero Only
1.07	Data Base Developer- Jr. (Experience- Less than 5 years)	30.000	Days		0.00	INR Zero Only
1.08	Web/ Mobile Application Developer- Jr. (Experience- Less than 5 years)	30.000	Days		0.00	INR Zero Only
1.09	Core Application Developer- Jr. (Experience- Less than 5 years)	30.000	Days		0.00	INR Zero Only
Total in Figures					**0.00**	INR Zero Only
Quoted Rate in Words					**INR Zero Only**	

Signature of Bidder ………………………

Name: ……………………………………

Designation …..………………………………….   Seal of BA Organization

Place: ………………………………

Date: …………………………………..

ANNEXURE 9

PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

To,

The Joint General Manager (ERS)

RailTel Corporation India Limited,

Kerala Territory Office,

1st Floor, Eastern Entry Tower

Ernakulam South Railway Station

Ernakulam – 682016

KSEBL Tender Ref No. CEIT/RDSS/ITOT/24-25/06 dtd 13.09.2024 Floated on: e tender portal (www.etenders.kerala.gov.in) portal

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

2. We, ... the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage by the said Contractor of any of terms or conditions contained in the said Agreement by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs ………… (Rs...…Only).

3. We, ……………………. the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We, …………………… the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said

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

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

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

Dated the ………… Day of ………… 2024   for ....(Name of Bank) In the presence of Witnesses:

Signature of Bidder ……………………….
Name: ……………………………………
Designation …..   Seal of BA Organization
Place: ……………………………….
Date: …………………………………..

ANNEXURE 10

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is made and entered into on this____day of, 2021 (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 & Southern Region~~ office at 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad- 500016, (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:

1. Permitted Use.

(a) Receiving Party shall:

(i) hold all Information received from Disclosing Party in confidence;

(ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and

(iii) 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.

(b) 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:

(i)   is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;

(ii) at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;

(iii) is approved for release by written authorization of Disclosing Party; or

(iv) 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 unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

2. Designation.

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

(i) written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or

(ii) oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

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

4. 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.

5. 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.

6. Return or Destruction of Information.

(a) 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:

  (i)   termination of this Agreement;

  (ii)   expiration of this Agreement; or

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

(b) 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.

7. 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.

8. **Notice.**

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

(i)   by personal delivery, when delivered personally;

(ii)   by overnight courier, upon written verification of receipt; or

(iii)   by certified or registered mail with return receipt requested, upon verification of receipt.

(b) 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:

9. **Term, Termination and Survivability.**

(a) 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.

(b) 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.

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

(i)   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

(ii)   not apply to any materials or information disclosed to it thereafter.

10. **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.

11. **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

12. **No Definitive Transaction**. The Parties hereto understand and agree that no contractor 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.

13. **Settlement of Disputes:**

(a) 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.

b) 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

14. 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 part.

15. <u>CONFIDENTIALITY OF NEGOTIATIONS</u>

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.

16. <u>REPRESENTATION</u>

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.

17. <u>ASSIGNMENT</u>

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.

18. <u>EMPLOYEES AND OTHERS</u>

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require 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.

19. <u>NO LICENSE</u>

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.

20. <u>RELATIONSHIP BETWEEN PARTIES</u>:

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.

21. <u>UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)</u>

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

22.   <u>MISCELLANEOUS</u>.

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.

By Name: RailTel Corporation India Limited:

Title: By Name :

Witnesses: Title:

ANNEXURE 11

PRE -BID AGREEMENT

(To be executed in presence of public notary on non-judicial stamp paper of the value of Rs. 100/-. The stamp paper has to be in the name of the BA)

This Pre-Bid Agreement (the "**Agreement**") is made at New Delhi on this_____Day of (month) 2022.

BETWEEN

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

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

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

B) _____(DETAILS OF SECOND PART)

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

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

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

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

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

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

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

1. **SCOPE OF CO-OPERATION**

1.1. Parties have agreed to form a "business association" to co-operate with each other on an exclusive basis with respect to execution of the said Project.

1.2. It has been further agreed between the Parties that Parties shall not bid individually for the said Project nor shall they enter into any arrangement with other parties for the purpose of bidding for the said Project during the validity of this Agreement.

1.3. The Parties also agree that the terms of the said EOI for limited and defined scope of work along with the Corrigendum's issued thereafter shall apply mutatis-mutandis to this Agreement.

1.4. The Parties further agree that they shall, enter into a 'Definitive Agreement' containing elaborate terms and conditions, role and responsibilities and respective scope of work of this Agreement after declaration of RailTel as the successful bidder of the said Project.

1.5. RailTel shall submit the PBG amounting Rs. XXXXX, earnest money deposit / EMD declaration (whichever is applicable) and performance bank guarantee to **End customer** and accordingly "XXXX" shall submit to RailTel, BG amounting to Rs._____ as the earnest money deposit. Further, XXXX shall also pay the performance bank guarantee in proportionate to the extent of its defined scope of work.

1.6. RailTel may further retain some portion of the work mentioned in the end organization's RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.

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

2. Technical Terms – As per KSEBL /RCIL document

3. **TERM AND TERMINATION**

3.1. This Agreement shall come into force as of the date of signing and shall continue to be in full force and effect till the complete discharge of all obligations, concerning the carrying out of the said Project, except terminated earlier by the Parties in terms of this Agreement or in terms of the said project, whichever is applicable.

3.2. This Agreement can be terminated by either Parties forthwith in the event of happening of the following events:

(a) End customer announces or notifies the cancellation of the said Project and / or withdrawing the said RFP.

(b) The receipt of an official communication that End customer chooses not to proceed with RailTel for the said Project or RailTel is not short listed by End customer.

(c) Material breach of any of the terms and conditions of this Agreement by either of the Parties and the same is not rectified by the defaulting Party beyond 15 (fifteen) days (ora reasonable time period as mentioned under the notice issued by the other Party) from the date of receipt of notice from the other Party to cure the said breach.

3.3. Parties agree and understand that as of the execution of this Agreement they are contractually bound and obligated to perform the services, obligations and the scope of work entrusted, should RailTel be declared as the successful bidder of the said Project. Any Party shall not withdraw its participation subsequent to execution of this Agreement, at any point in time except in case of material breach of any of the terms of the Agreement.

3.4. In case "XXXX" breach the terms of Agreement i.e. defaulting party in such case the balance unsupplied quantity or service shall be completed by RailTel i.e. non-defaulting party and cost for completion of that balance unsupplied quantity or service of such defaulting party shall be executed by RailTel at the risk and cost of such defaulting party.

4.   Liability:

It is understood that the parties are entering into this pre-bid teaming agreement for requirement of submission of bid against the RFP floated by end customer for Implementation of Network Security System and Integration for end Customer Organization. Parties acknowledge and agree that "XXXX" shall be completely liable for the successful execution of this project, in relation to its defined scope of work (as detailed in clause 1.7 above), fully complying the end customer requirements . Accordingly, it is agreed that notwithstanding anything contained in the RFP document, "XXXX" shall be liable to RailTel with regard to its obligations and liability to complete the agreed and defined scope of work as detailed in clause 1.7 above.

5.   EXCLUSIVITY

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

6.   PAYMENT TERMS

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

7. TAXES

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

8.   INDEMNIFICATION

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

i.   any breach or contravention of any of the terms, conditions, covenants of this Agreement by the Party;

ii.   Unethical business practices;

iii. any acts or omission of the Party and/ or any of its employees, agents or contractors, and the liability for damages to property arising from or out of party operations in connection with the performance of this agreement;

iv.   any claim for taxes that might arise or be imposed due to this performance of Services hereunder;

v.   any representation or warranty or information furnished by the Party being found to be false;

vi.   Parties failure to pay all applicable compensation to its respective personnel;

vii.   death or personal injury to any person;

viii.   destruction or damage to any property by acts or omissions of either Party, its representatives or   personnel;

ix.   any violation/non-compliance by the Party with any applicable laws governmental regulations or orders;

x.   any third-party liability;

xi   improper handling or misuse of the Confidential Information of the Party(ies) by the Party

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

9. COMPLIANCES TO STATUTORY OBLIGATIONS

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

9.2.   Parties shall observe and be responsible for the compliance of all labour laws (including labour cess) as per government notifications and shall maintain necessary records for the same and shall submit the same to RailTel when so required.

9.3. Parties shall duly maintain all records / registers required to be maintained by them under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

10.   LEGAL STATUS

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

11.   REPRESENTATIONS AND COVENANTS

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

11.1.1. That it has full capacity, power and authority and has obtained all requisite consents and approvals to, enter into and to observe and perform this Agreement and to consummate the transactions contemplated hereunder. Each of the Persons / personnel executing this Agreement on behalf of the each of the Parties have full capacity and authority to sign and execute this Agreement on behalf of the respective Parties;

11.1.2. The execution, delivery and consummation of, and the performance by it, of this Agreement shall not conflict with, violate, result in or constitute a breach of or a default under, (a) any contract by which it or any of its assets or properties, are bound or affected, and/or (b) its constitutional documents;

11.1.3. This Agreement constitutes its legal, valid and binding obligations, enforceable against it, in accordance with their terms under Applicable Statutory Law(s);

11.1.4. It has the right, authority and title to execute this Agreement;

12. SUBCONTRACTING BETWEEN PARTIES

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

13. GOVERNING LAW AND JURISDICTION

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

14. GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION

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

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

The sole arbitrator shall be appointed by 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.

15. FORCE MAJEURE

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

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

16. INTELLECTUAL PROPERTY RIGHTS

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

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

16.3. In case of joint development, the work-share and associated ownership of intellectual property of each Party shall be mutually agreed upon and defined in advance in the definitive agreement for the specific program. However, should any invention be jointly made by the Parties in the performance of this agreement, without

neither Party being in a position to reasonably claim the ownership of said intellectual property right, the said right shall be jointly owned by the Parties and the corresponding measures of protection for both Parties of the said right as may be practicable shall be mutually agreed by both Parties and cost for such registration of such right shall be borne by the parties proportionately as per the ownership of the rights.

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

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

17.   CONFIDENTIALITY

17.1. During the term of this agreement, either party may receive or have access to technical information, as well as information about product plans and strategies, promotions, customers and related non-technical business in formation which the disclosing party considers to be confidential ("Confidential Information as per RFP tender document"). In the event Confidential Information is to be disclosed, the Confidential Information must be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, and be designated as confidential in writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure.

17.2. Confidential Information may be used by the receiving party only with respect to the performance of its obligations under this Agreement, and only by those employees of the receiving party and its subcontractors who have a need to know such information for purposes related to this Agreement, provided that such subcontractors have signed separate agreements containing substantially similar confidentiality provisions. The receiving party must protect the Confidential Information of the disclosing party by using the same degree of care to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of like nature.

17.3.   The obligations is not applicable to any information which is:

17.3.1.   Already known by the receiving party prior to disclosure;

17.3.2.   Publicly available through no fault of the receiving party;

17.3.3.   Rightfully received from a third party without being responsible for its confidentiality;

17.3.4.   Disclosed by the disclosing party to a third party without being responsible for its Confidentiality on such third party;

17.3.5.   Independently developed by the receiving party prior to or independent of the disclosure;

17.3.6.   Disclosed under operation of law;

17.3.7.   Disclosed by the receiving party with the disclosing party's prior written approval.

17.4. XXXX agrees and acknowledges that XXXX, its Partners, employees, representatives etc. by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. XXXX shall always and at all times comply with the obligations and restrictions contained in the said

regulations. In terms of the said regulations, XXXX shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI)relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

17.5 Notwithstanding anything contained in this agreement, XXXX undertakes, agrees and acknowledges that being RailTel's Business Associate, XXXX shall maintain utmost confidentiality in relation to said Project. XXXX further, undertakes that any information relating to said Project which is or will be disclosed/ divulged by RailTel on need to know basis, will be received and treated by XXXX as strictly confidential and XXXX shall not, without the prior written consent of the RailTel or as expressly permitted herein, disclose or make available to any other person such information.

18.   NOTICES

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

To RailTel Corporation Of India Limited

To: RailTel Corporation of India Ltd

Attn: Executive Director / Southern Region

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

To XXXX

To: XXXX

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

19.   AMENDMENT

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

20.   PRIOR UNDERSTANDING

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

21. GENERAL

21.1. Binding Effect:

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

21.2.   Counterpart:

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

21.3. Non-Partnership:

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

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

21.4.   Severability:

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

21.5.   Waiver:

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

21.6.   Time is of essence:

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

22.   Miscellaneous

22.1. No Party to this agreement will have any rights or obligations arising from or in relation to this agreement in excess of those rights and obligations expressly declared herein.

22.2. No Party to this agreement is entitled to sell, assign or otherwise transfer any of its rights and/or obligations arising from or in relation to this agreement to any third party, without the prior written consent of the other Party of this agreement.

22.3. Each Party shall be solely responsible for its own actions or failures to act and for its own commitments and undertakings. Neither Party shall present itself as the representative or agent of the other Party, nor shall it have the power or the authority to commit the other Party, unless it receives the other Party's prior written consent.

22.4. No release shall be made by any Party to the news media or the general public relating to this agreement and/or the subject matter thereof without prior written approval of the other Party.

22.5. During the term of this agreement, each party shall refrain from taking any action or attempt to take any action with the intent of impairing or causing prejudice to the business relationship, whether existing or prospective that subsists between the other party and its customers and business partners. Each party shall also desist from inducing or influencing or attempting to induce or influence any customer or business partner, whether existing or prospective of the other party, resulting into prejudice or detriment to business prospects of the other party.

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

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

For RailTel Corporation Of India Limited   For XXXX

Authorised Signatory   Authorized Signatory

Name: Name   Designation:
Designation:

In Presence of witness

Signature: Signature:

Name: Name:

Address: Address:

Annexure 12

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI

DOCUMENTS

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

I_____ (Name and designation)** appointed as the attorney/authorized signatory of the BA (including its constituents), M/s (hereinafter called the BA) for the purpose of the EOI documents for the work of _____ as per the EOI No.

of (RailTel Corporation of India Limited), do hereby solemnly affirm and state on the behalf of the BA

including its constituents as under:

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

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

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

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

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

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

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

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

DEPONENT

VERIFICATION   SEAL AND SIGNATURE OF THE BA

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

DEPONENT

Place:

Dated:

SEAL AND SIGNAURE OF THE BA

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

Signature of Bidder ………………………….

Name: ……………………………………

Designation …..   Seal of BA Organization

Place: ……………………………….

Date: …………………………………..

Kerala State Electricity Board Ltd

Request for Proposal

For

Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project

Tender Disclaimer

A. The information contained in this Bid document or subsequently provided, whether verbally or in documentary or in any other form by or on behalf of KSEBL or any of its employees, consultants or associates, is provided to Bidder(s) on the terms and conditions set out in this Bid document and such other relevant terms and conditions.

B. This Bid document is not an agreement and is neither an offer nor invitation by KSEBL to the prospective Bidders or any other party. The purpose of this Bid document is to provide interested parties with information that may be useful to them in preparation of their Bid. This Bid document includes statements, which reflect various assumptions and assessments arrived at by KSEBL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for KSEBL to consider the technical capabilities, investment objectives, financial situation and particular needs of each party who reads or uses this Bid document. The assumptions, assessments, statements and information contained in this Bid document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid document and obtain independent advice from appropriate sources.

C. Information provided in this Bid document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. KSEBL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

D. KSEBL or any of its employees, consultants or associates make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid document or otherwise including the accuracy, adequacy, correctness, completeness or reliability of the Bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid document or arising in any way in this Bid stage.

E. KSEBL or any of its employees, consultants or associates also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid document.

F. KSEBL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid document

G. The issue of this Bid document does not imply that KSEBL is bound to select a Bidder for the Project and KSEBL reserves the right to reject all or any of the Bidders or Bids or discontinue or cancel the bidding process without assigning any reason whatsoever.

H. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, traveling, food, lodging, expenses associated with any demonstrations or presentations which may be required by KSEBL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and KSEBL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

SUMMARY

PART I – BIDDING PROCEDURES AND REQUIREMENTS

Section 1: Request for Proposals (RFP) Notice

This Section includes Request for Proposals.

Section 2: Eligibility and Qualification Requirements

This Section contains information regarding specific eligibility and qualification requirements applicable for prospective bidders to be considered for further evaluation of their proposal.

Section 3: Instructions to Bidders and Bid Data Sheet

This Section consists of two parts: "Instructions to Bidders" and "Bid Data Sheet". "Bid Data Sheet" contains information specific to selection and corresponds to the clauses in "Instructions to Bidders" that call for selection-specific information. This Section provides information to help prospective bidders prepare their proposals. Information is also provided on submission, opening and evaluation of proposals, selection of successful bidder and award of contract.

Section 4: Bidding Forms – Technical Proposal

This Section includes the forms for Technical Proposal that are to be completed by the prospective bidders and submitted in accordance with the requirements of Section 3.

Section 5: Bidding Forms - Financial Proposal

This Section includes the financial forms that are to be completed by the prospective bidders, including the bidders' costing and pricing, which are to be submitted in accordance with the requirements of Section 3.

Section 6: Project Requirements

This Section describes the background information of the Project, Scope, of Work, System Requirement, Specifications, Quality Requirements, Service Level Agreement (SLA), Standards, Activities and Tasks, Plans, Deliverables, Documentation, and other requirements/ details related to and/or connected with the Project.

PART II – CONTRACT FORM AND CONDITIONS OF CONTRACT

Section 7: Contract Form and Conditions of Contract

This Section includes standard contract form. It includes General Conditions of Contract ("GCC") and Special Conditions of Contract ("SCC"). The SCC include clauses specific to this contract to supplement the General Conditions.

PART III – Contract Related Forms

Section 8: Contract Related Forms

This Section includes the form used to notify Award of the Contract to the successful bidder and the form for Performance Security to be furnished by the bidder.

ABBREVIATIONS

1.	AMI	Advanced Metering Infrastructure
2.	ACL	Access Control Lists
3.	ACR	Annual Confidential Report
4.	AI	Artificial Intelligence
5.	API	Application Programming Interface
6.	APT	Advanced Persistent Threat
7.	ATS	Annual Technical Support
8.	BCP	Business Continuity Plan
9.	BG	Bank Guarantee
10.	BGP	Border Gateway Protocol
11.	BI	Business Intelligence
12.	BIS	Bureau of Indian Standards
13.	BoQ	Bill of Quantities
14.	BPML	Business Process Master List
15.	CCN	Change Control Notice
16.	Cert-In	Indian Computer Emergency response team
17.	CCB	Control Change Board
18.	CIS	Consumer Information System
19.	CMMI	Capability Maturity Model Integration
20.	COTS	Commercial Off-the-Shelf
21.	CPU	Central Processing Unit
22.	CRM	Consumer Relationship Management
23.	CRP	Conference Room Pilot
24.	CSP	Cloud Service Provider
25.	CV	Curriculum Vitae
26.	DC	Data Center
27.	DBMS	Database Management System

28.	**DCU**	Data Concentrator Unit
29.	**DMZ**	Demilitarized Zone
30.	**DT**	Distribution Transformer
31.	**ESB**	Enterprise Service Bus
32.	**FAT**	Factory Acceptance Test
33.	**FOR**	Freight on Road
34.	**GIS**	Geographic Information System
35.	**GPRS**	General Packet Radio Service
36.	**GPS**	Global Positioning System
37.	**GST**	Goods and Services Tax
38.	**GUI**	Graphical User Interface
39.	**HES**	Head-End System
40.	**HHU**	Handheld Unit
41.	**IBMS**	Integrated Building Management Systems
42.	**IDS**	Intrusion Detection Systems
43.	**IEC**	International Electro technical Commission
44.	**IP**	Internet Protocol
45.	**IPR**	Intellectual Property Rights
46.	**IS**	Indian Standard
47.	**ISO**	International Organization for Standardization
48.	**ISP**	Internet Service Provider
49.	**IT**	Information Technology
50.	**IVRS**	Interactive Voice Response System
51.	**kVA**	kilo Volt-Ampere
52.	**kW**	kilo Watt
53.	**LAN**	Local Area Network
54.	**LCD**	Liquid Crystal Display
55.	**LED**	Light Emitting Diode
56.	**LT**	Low Tension

57.	M&V	Monitoring and Verification
58.	MCB	Miniature Circuit Breaker
59.	MD	Maximum Demand
60.	MDAS	Meter Data Acquisition System
61.	MDM	Meter Data Management
62.	MICC	Mineral-Insulated Copper-Clad Cable
63.	NAN	Neighborhood Area Network
64.	NIC	Network Interface Card
65.	NMS	Network Management System
66.	NOMC	Network Operation cum Monitoring Center
67.	NTP	Network Time Protocol
68.	OEM	Original Equipment Manufacturer
69.	OS	Operating System
70.	OSF	Open Software Foundation
71.	P&L	Profit & Loss
72.	PCI	Payment Card Industry
73.	PO	Purchase Order
74.	PON	Power Outage Notification
75.	PRN	Power Restoration Notification
76.	PT	Potential Transformer
77.	QA	Quality Assurance
78.	QC	Quality Control
79.	QR	Qualification Requirement
80.	RAM	Random Access Memory
81.	RDBMS	Relational Database Management System
82.	RF	Radio Frequency
83.	RFP	Request for Proposal
84.	RPO	Recovery Point Objective
85.	RTC	Real Time Clock

86.	**RTO**	Recovery Time Objective
87.	**SAN**	Storage Area Network
88.	**SAT**	Site Acceptance Test
89.	**SCADA**	Supervisory Control and Data Acquisition
90.	**SEBI**	Securities and Exchange Board of India
91.	**SI**	System Integrator OR System Integration
92.	**SLA**	Service Level Agreement
93.	**SNMP**	Simple Network Management Protocol
94.	**SOA**	Service Oriented Architecture
95.	**SQL**	Structured Queried Language
96.	**TCP**	Transmission Control Protocol
97.	**TIFF**	Tag Image File Format
98.	**TOD**	Time of Day
99.	**TOU**	Time of Use
100.	**TPAA**	Third Party Audit Agency
101.	**TRS**	Technical Requirement Specifications
102.	**TSI**	Turnkey System Integration
103.	**UAT**	User Acceptance Test
104.	**UDP**	User Datagram Protocol
105.	**UPS**	Uninterrupted Power Supply
106.	**UT**	Unit Testing
107.	**VEE**	Validation Estimation and Editing
108.	**VM**	Virtual Machine
109.	**VoIP**	Voice over Internet Protocol
110.	**WAF**	Web Application Firewall
111.	**WAN**	Wide Area Network
112.	**WO**	Work Order
113.	**WPC**	Wireless Planning & Coordination Wing
114.	**XML**	Extensible Mark-up Language

115.	**GIS**	Geographic Information System
116.	**EAM**	Enterprise Asset Management
117.	**CCC**	Customer Care Center
118.	**EA**	Energy Audit
119.	**DMS**	Document Management System
120.	**BW**	Business Warehouse
121.	**MIS**	Management Information System
122.	**CRM**	Customer Relationship Management
123.	**NA**	Network Analysis
124.	**ITIA**	IT Implementation Agency
125.	**ESS**	Employee Self Service
126.	**MSS**	Management Self Service
127.	**CRM**	Customer Relationship Management
128.	**SRS**	Software Requirement Specification
129.	**FRS**	Functional Requirement Specification

PART I

BIDDING PROCEDURES AND REQUIREMENTS

Section – 1: Request for Proposal Notice

"Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project"

PROCUREMENT NOTICE

(Single Stage Two-Envelope Bidding Process with e-Procurement)

GLOBAL OPEN COMPETITIVE PROCUREMENT

Contract Title: "Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project"

Request for Proposal (RFP)/ Tender Number: CEIT/RDSS/ITOT/24-25/06
Issued on: 10.09.2024

1. KSEBL (hereinafter also referred to as 'Utility') invites online Proposals for **"Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project"**. Bidders are advised to note the clauses on Eligibility and Qualification Requirements in Section-2 and Evaluation Criteria in Section-3 of the RFP Document for evaluation of Proposals.

2. Bidding for selection of IT Implementation Agency (ITIA) will be conducted through global open competitive procurement.

3. The RFP Document is available online on Kerala Government e-tendering portal https://www.etenders.kerala.gov.in from 13/09/2024 on payment of cost of document (Tender Fee) as indicated in the TABLE below. The prospective Bidders would be responsible for downloading the RFP Document and ensuring that any addenda/ corrigendum/ amendment/ clarification thereto available on the website is also downloaded and incorporated.

4. The bidding shall be conducted **under Single Stage Two-Envelope Bidding process with e-Procurement** as specified in Section 3.

5. Under the Single Stage Two-Envelope Bidding process, the Bidder shall not quote, disclose, or submit its price in the Technical Proposal (First Envelope) or in any other manner, whatsoever, except as part of the Financial Proposal (Second Envelope). In

case of any non-compliance in this regard, the Proposal shall be out-rightly / summarily rejected.

6. An incomplete and/or ambiguous and/or conditional Proposal and/or Proposal submitted late is liable to be ignored/ summarily rejected.

7. Proposal must be submitted online through the e-Procurement/ e-Tendering process specified in Section 3. Any Proposal or modifications to Proposal received outside the e-Procurement system will not be considered, unless otherwise specified in Section 3. Utility shall not be held liable for any delays due to e-Procurement/ e-Tendering system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, Utility shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this RFP.

8. Important dates, amounts and other details pertaining to this RFP Notice including submission and opening of proposal, cost of documents/ Tender Fee, address for communication, etc., are given in the TABLE below.

9. If Utility office happens to be closed on the specified date of opening of the Proposals, the Proposals/ bids will be opened on the next working day at the same time and venue or as may be notified by Utility.

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

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

11. Online Tender Process: The tender process shall consist of the following stages:

i. Downloading of tender document: Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.

ii. Publishing of Corrigendum: All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.

iii. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.

iv. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract

disqualification. Bids shortlisted by this process will be taken up for opening the
financial bid.

v. Opening of Financial Bids: Bids of the qualified bidder's shall only be considered
for opening and evaluation of the financial bid on the date and time mentioned in
critical date's section.

12. Online Payment modes: The tender document fees and bid security can be paid in the
following manner through e-Payment facility provided by the e-Procurement system

State Bank of India Multi Option Payment System (SBI MOPS Gateway):
Bidders are required to avail Internet Banking Facility in any of below banks for
making tender remittances in eProcurement System.

A) Internet Banking Options (Retail)			
1	Allahabad Bank	32	Kotak Mahindra Bank
2	Axis Bank	33	Lakshmi Vilas Bank
3	Andhra Bank	34	Mehsana Urban Co-op Bank
4	Bandan Bank	35	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank
7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	ShamraoVithal Cooperative Bank
12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India
15	Corporation Bank	46	Syndicate Bank
16	Cosmos Bank	47	Tamilnad Mercantile Bank
17	DCB Bank	48	Tamilnadu Cooperative Bank
18	Dena Bank	49	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		
26	Indian Overseas Bank		
27	IndusInd Bank		

**RFP for the Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and
Support of IT/OT applications (Package-1) at KSEBL under RDSS project Tender No: CEIT/RDSS/ITOT/24-25/06 dt
10.09.2024**

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

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

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

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

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

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

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "**Success**" during bid opening.

13. SUBMISSION PROCESS:

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

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

TABLE
Important Dates, Amounts and Other Details

Dates

			Date	Time
a)	Commencement of downloading of this RFP and e-bidding	:	13.09.2024	17.00 Hrs
b)	Pre-bid meeting	:	23.09.2024	11.00 Hrs
c)	Last date for e-bidding	:	09.10.2024	17.00 Hrs
d)	Last date for receipt of RFP	:	09.10.2024	17.00 Hrs
e)	Date of Opening of Technical Bid (if possible)	:	14.10.2024	11.00 Hrs
f)	Evaluation of Technical Bid and Opening of Financial Bid	:	Shall be intimated later	
g)	Issue of Letter of Award (LOA)	:	After evaluation	
h)	Execution of IT Implementation Agency Contract	:	After evaluation	

Amounts for Bidding

A.	Tender Fee to be submitted with the RFP (Non- Refundable)	:	INR 17,700 including GST	
B.	Bid Security (Refundable)	:	INR 5 Lakhs	
C.	Other Payments or Bank Guarantees for the IT Implementation Agency shall be as per the terms and conditions defined in this RFP			

Other Details

A.	Address for Communication including Contact details: Chief Engineer (IT,CR & CAPs), Vydhyuthi Bhavanam, Pattom, Trivandrum-695004 Email- ceit@kseb.in, Phone: 0471 251 4728 / 4274 / 4610.

B.	MSME with Udyog Aadhar Registration are exempted from furnishing EMD and Bid submission fee. (Scanned copy of valid Udyog Aadhar registration certificate for MSME shall be uploaded.) All Communications shall be addressed to the Chief Engineer (IT, CR and CAPs) only. The Bid documents and other details may be downloaded from the website www.etenders.kerala.gov.in. The EMD of Rs. 5,00,000/- and Cost of bid document of Rs.17,700/- (including GST), total Rs.5,17,700/- shall be remitted online to the account number given in the remittance form provided by the e-procurement system for this particular bid. EMD and non-refundable Bid submission fees shall be remitted online through SBI MOPS Gateway. No other Modes of payment will be allowed. The online payment may be exercised at least 48 hours before the closing date of the tender to ensure that payment towards tender document fee and EMD are credited and a confirmation is reflected in the e-procurement system. The EMD and bid submission fees of the firms furnishing false information with fraudulent motive shall be forfeited. (Bidder should ensure that bid document fees and EMD are remitted as one single transaction and not separate. Separate or split remittance for bid document fee and EMD shall be treated as invalid transactions, and system will automatically reject the tender.)
C.	Other Payments or Bank Guarantees for the RFP/ Contract shall be as per the terms and conditions defined in this RFP Document

Section – 2: Eligibility and Qualification Requirements

1. Eligibility Requirements

1.1 The Bid can be submitted by a Sole Bidder as an individual entity or a Consortium of firms/ companies limited to maximum of three (3) entities, including the Lead bidder (specific requirements for Consortium are given under Clause 1.4 below) who are eligible to participate in tenders for public procurement in India in accordance with Applicable Laws including the guidelines issued in Order No. F/No.6/18/2019-PPD by Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23 July 2020, Order No No.9/16/2016-Trans-Part (2) dated 18 November 2020, latest Government of India Guidelines for Make in India, Domestically manufactured products, Atmanirbhar Bharat and circulars DIPP Office Memorandum No. P-45021/2/2017-PP (BE-II) date: 16th Sept. 2020, MeitY Circular No.1(10)/2017-CLES dated 06.12.2019 and Order No. 11/05/2018-Coord. by the Ministry of Power dated 17 September 2020, FDI Policy including any amendments or modifications to the same from time to time.

1.2 If at any stage of the bidding, any order/ ruling is found to have been passed in the last 1 (one) year preceding the Bid submission deadline by a competent Court of Law or any appropriate Commission or any Arbitral Tribunal against the Bidder or its Affiliates for breach of any Contract awarded by any Government agency/department, then Bids from such Bidders shall be liable to be rejected. All Bidders shall confirm in accordance to Form 7 given in Section 4 that no such order(s)/ ruling(s) have been passed by a competent Court of Law or an appropriate Commission against it or its Affiliates. In case of any such order/ ruling, it is the duty of the Bidder to inform Utility for the same during the Bid submission.

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

1.4 Eligibility requirements for Consortium

1.4.1 Members of the Consortium shall enter into a binding Consortium Agreement, in the form specified at Form 8 (the "Consortium Agreement") given in Section 4 of RFP Document, for the purpose of submitting Bid. The Consortium Agreement, to be submitted along with the Bid, shall, inter alia:
   a) convey the intent to comply with the terms and conditions of the IT Implementation Agency Contract in the event selected to undertake the Project; and
   b) clearly outline the proposed roles and responsibilities, if any, of each member.

1.4.2 Every Consortium Member shall provide consent to the Lead Consortium member and make itself aware of all the proceedings of the bidding process and Project implementation through legally enforceable Consortium Agreement, power of attorneys, legal undertakings, etc. (if applicable) entered amongst all members of that Bidding Consortium including but not limited to those as prescribed in Form 8 and Form 9 given in Section 4. In the absence of duly executed formats, the Bid shall not be considered for evaluation and shall be rejected.

1.4.3 The Lead Consortium member shall be liable for the execution of the entire obligation in the IT Implementation Agency Contract in accordance with the terms and conditions thereof. Only the Lead Consortium Member shall have the authority to conduct all businesses for and on behalf of the Consortium during the bidding process.

1.5 The Lead Bidder/ Sole Bidder and its Sub-Contractor(s) shall have a registered office (under the Companies Act 1956/ 2013 with Registrar of Companies or under Partnership Act 1932 with Registrar of firms) in India at the time of submission of the Bid. Certificate of incorporation/ Partnership deed, GST registration etc. shall be submitted as proof by the Bidder. In case of Award of Contract, other Consortium Members shall be required to have a registered office (under the Companies Act 1956/ 2013 with Registrar of Companies or under Partnership Act 1932 with Registrar of firms) in India.

1.6 The Bidder, participating in the bid as a Sole Bidder, or as a Consortium Member or as Lead Consortium Member of a Bidding Consortium and its Sub-Contractor(s) should not be blacklisted by any Govt. Organization or regulatory agencies or Govt. Undertaking as on the date of submission of the Bid. Bidder should submit a self-undertaking signed by its authorized signatories for the same as per the format prescribed in Form 7 given in Section 4

1.7 The Bidder, participating in the bid as a Sole Bidder, or as a Consortium Member or as Lead Consortium Member of a Bidding Consortium and its Sub-Contractor(s) shall not be banned/ debarred by the KSEBL, as on the date of submission of the Bid. Bidder should submit a self-undertaking signed by its authorized signatories for the same as per the format prescribed in Form 7 given in Section 4

1.8 The Lead Consortium member/ Sole Bidder shall submit the Bid after submitting the Tender Fees and Bid Security as per the various terms, schedules and formats prescribed in this RFP. Further The Lead Consortium Member shall be the point of contact for the Consortium during the Bid process before award of the Project to the ITIA, and Utility shall communicate directly to the contact person appointed through the Power of Attorney as per Form 10 given in Section 4.

1.9 The Bidder may seek qualification on the basis of technical and financial capability of its Parent(s) and/ or its Affiliate(s), for the purpose of meeting the qualification requirements. Authorization for use of such technical or financial capability shall have to be provided from its Parent(s) and/or Affiliate(s). A Bidder shall submit only one Bid in the same bidding process.

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

The Technically Evaluated Entity may be the Bidder or an Affiliate or Parent of such Bidder, as the case may be.

1.10 The Qualified Bidder(s) will be required to continue to maintain compliance with the Qualification Requirements throughout the bidding process and till execution of the Contract. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage.

1.11 In case of a COTS Based IT/OT application, the Bidder should be an authorized implementation partner of the proposed COTS Based IT/OT application as on date of bid submission, or the OEM itself of the proposed product. Letter from OEM of the proposed COTS IT/OT Applications shall be submitted as proof, in case the Bidder is not the OEM of the proposed product.

1.12   Subcontracting is allowed but no further sub-contracting other than as mentioned in Eligibility and Qualification criteria will be allowed during any stage of the project implementation without prior consent of Utility.

2. Qualification Requirements

2.1   The technical and financial requirements of qualification of the Bidder are as follows:

S. No.	Requirements	Supporting Documents
Technical Requirements		
1.	Sole/ Lead Bidder should have successfully implemented software projects in any Indian/Global Utility (power/ water/ natural gas/ telecom) during the last 10 (ten) financial years: (i) With an aggregate project value not less than 10 Cr (ii) With project value of one such Project not less than 6 Cr (OR) Two such Projects with each having a project value not less than 4 Cr	a) References along with requisite contract/ Purchase Order (PO)/ Work Order (WO). The references should indicate client name, scope of work, Project start date (as per the format prescribed in Form 13 given in Section 4); *In case a Non-Disclosure agreement (NDA) is signed with the client, Bidder shall provide an undertaking for the NDA and shall also provide a client certification as proof of experience along with Client Name/ Email Address/ Contact no./ designation etc.*
2.	Sole/ Lead Bidder/ Consortium partner must have successfully implemented IT/OT applications in any Indian/ Global Utility (power/ water/ natural gas/ telecom) during the last 10 (ten) financial years. Each of the projects shall be in operation for at least 1 (one) year as on date of bid submission OR Each of the projects should have completed at least 3 (three) years of operational period. The implementation should have covered at least 1 (one) module out of the below mentioned list: 1)WSS & CCDB 2) BW&MIS 3) Employee Self Service (ESS) & Management Self Service (MSS) 4) Energy Audit 5) Document Management System(DMS)	b) Documentary evidence of completion of the Project or completion of Go-live status (i.e., Go-live certificate, UAT testing certificate etc.) of the respective project as per the definition of Go-Live/ UAT specified therein or other documentary evidence indicating completion (e.g., proof of payment received/ proof of asset capitalized in books of accounts (as

S. No.	Requirements	Supporting Documents

3.	Sole/ Lead Bidder/ Consortium partner should have experience of integrating with at least 2 (two) of the following applications in any Indian/ Global Utility (power/ water/ natural gas/ telecom) in the last 10 (ten) financial years.
	
	Each of the projects shall be in operation for at least 1 (one) year as on date of bid submission (OR) Each of the projects should have completed at least 3 (three) years of operational period.
	
	   i. ERP
	   ii. MDAS/ MDMS
	  iii. Spot IT/OT/ Prepaid Engine
	  iv. Consumer Portal/ App
	   v. GIS
	  vi. Workforce management
	 vii. Outage management system
	viii. Load forecasting system
	  ix. Demand Response
	   x. SCADA
	  xi. DMS/ ADMS
		applicable) and client certificate for supply of material or similar proofs) along with contact details of the client;
		c) Any other documentation for implementation performance/ operation

4.	Sole/ Lead Bidder should have the following certificates which should be valid as on the date of bid submission: (a) ISO 9001:2015, and, (b) ISO/IEC 27001:2017 or latest. (c) CMMi Level 3 or higher	Copy of Valid Certificate attested by the authorized signatory
Financial Requirements		
5.	Sole/ Lead Bidder and the consortium partner (if any) shall have positive net worth for each of the last three financial years. Net worth of the Bidder should be at least 7 Cr in any of the last three Financial Years. *[Net Worth means sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.].*	Audited Annual financial statements, Balance Sheet and P&L Account for the respective Financial Years as per the format prescribed in Form 12 given in Section 4
6.	Bidder shall have a Minimum Average Annual Turnover (MAAT) of 10 Cr from IT/ Software	Copy of CA certificate clearly capturing the MAAT from IT/

S. No.	Requirements	Supporting Documents
	business in India for the last 3 (three) audited financial years.	Software Business in India for the respective financial years

2.2   Qualification Requirement of COTS Product

S. No.	Requirements	Supporting Documents
1	Proposed COTS based IT/OT application must have been successfully implemented in any Indian/ Global Utility (power/ water/ natural gas/ telecom) during the last 5 (five) financial years and must be in operation for at least 1 year as on date of bid submission.	a References along with requisite contract/ Purchase Order (PO)/ Work Order (WO). The references should indicate client name, scope of work, Project start date (as per the format prescribed in Form 3 given in Section 4); *In case a Non-Disclosure agreement (NDA) is signed with the client, Bidder shall provide an undertaking for the NDA and shall also provide a client certification as proof of experience along with Client Name/ Email Address/ Contact no./ designation etc.* b Documentary evidence of completion of the Project or completion of Go-live status (i.e., Go-live certificate, UAT testing certificate etc.) of the respective project as per the definition of Go-Live/ UAT specified therein or other documentary evidence indicating completion (e.g., proof of payment received/ proof of asset capitalized in books of accounts (as applicable) and client certificate for supply of material or similar proofs) along with contact details of the client; c Any other documentation for

S. No.	Requirements	Supporting Documents
		implementation performance/ operation

2.3 Qualification Requirement of System Integrator

Sl No	Requirements	Description	Documentary Evidence
1	Technical Experience	Should have experience of at least two end to end deployment and integration with Utility applications in any Indian/ Global Utility (power/ water/ natural gas/ telecom) during the last 7 (seven) financial years.	Work Order/Letter from respective Utility/ DISCOMs identifying successful implementation integration and count of meters.
2	Certification	Should have valid ISO 9001:2015 certification. Should have IEC/ ISO 27001 certification or CMMi Level 3 (or above) certifications	Copy of valid certificates attested by the authorized signatory.

2.4 For the purposes of satisfaction of Financial Requirement, the following shall apply:

   a) In the event the Bidder is a Consortium:

      i. The financial requirement as given at Clause 2.1 (5) & 2.1 (6) shall be met cumulatively by the members of the Bidding Consortium

      ii. The Lead Consortium Member shall not meet less than 51% of the minimum financial requirement criteria as given at Clause 2.1 (5) & 2.1 (6) above.

Section – 3: Instructions to Bidders and Bid Data Sheet

TABLE OF CONTENT

Instructions to Bidder

A. General Provisions

1.Definitions	**1.1 Definitions**
	(a) "**Affiliate**" shall mean a company that either directly or indirectly:
	controls or
	is controlled by or
	is under common control with
	a Bidder and "control" mean either ownership by one company of 26% of the voting rights of the other company, as the case may be
	(b) **"IT/OT Implementation Agency Contract" or "Contract"** shall mean the Contract to be entered into between the Selected Bidder and the Utility, for undertaking the Project;
	(c) **"Bid"** shall mean the bid submitted by a Bidder(s) in response to this RFP and shall include the Technical Bid and the Financial Bid;
	(d) **"Bidder(s)"** shall mean individual entity or Consortium of entities bidding in response to this RFP. The Bidder shall be a company incorporated under the applicable laws of their relevant jurisdiction;
	(e) **"Bidding Consortium"** shall mean the Consortium of entities bidding for Project after executing Consortium Agreement as per the terms and conditions of this RFP;
	(f) **"Bid Data Sheet (BDS)"** means an integral part of the **Instructions to Bidders (ITB) Section 3**, that is used to reflect issues, details and conditions specific to the procurement, to supplement and/or modify the provisions of ITB.
	(g) **"Bid Submission Deadline"** shall have the meaning as ascribed thereto in **ITB 17.5**;
	(h) **"Conflict of Interest"** shall have the meaning as ascribed thereto in **ITB 3**;
	(i) **"Contractor"** shall mean the same as "ITIA".
	(j) **"Contract Price"** shall have the meaning as ascribed thereto in Section 7;
	(k) **Day"** means a calendar day, unless otherwise specified as **"Business Day".** A Business Day is any day that is an official working day of Utility. It excludes Utility's official public holidays.

(l) **"Consortium Member"** shall mean any Member of the Bidding Consortium other than the Lead Consortium Member;

(m) **"Financial Bid"** shall have the meaning as ascribed thereto in **ITB 16**;

(n) **"Financially Evaluated Entity"** shall mean the company which has been evaluated for the satisfaction of the financial requirement set forth in Clause 2 of Section 2;

(o) **"Financial Proposal"** shall mean the same as Financial Bid;

(p) **"Financial Year"** or **"FY"** shall mean the period starting from 1st April of a calendar year to 31st March of the consecutive calendar year;

(q) **"Foreign Jurisdiction"** means a country, other than India, whose securities market regulator is a signatory to International Organization of Securities Commission's Multilateral Memorandum of Understanding (IOSCO's MMOU) or a signatory to bilateral Memorandum of Understanding with the Securities and Exchange Board of India, and which is not identified in the public statement of Financial Action Task Force as a jurisdiction having a strategic Anti-Money Laundering or Combating the Financing of Terrorism deficiencies to which counter measures apply or a jurisdiction that has not made sufficient progress in addressing the deficiencies or has not committed to an action plan developed with the Financial Action Task Force to address the deficiencies and are allowed to make investment India in terms of applicable law;

(r) **"ITB"** (this Section 3 of the RFP) means the Instructions to Bidders that, along with other Sections, provides the Bidders with all information needed to prepare their Proposals.

(s) **"Lead Consortium Member"** or **"Lead Bidder"** shall mean the Member of the Bidding Consortium, designated as such by the other members of the Consortium, having authority to represent all the members before the Utility;

(t) **"Month"** shall mean calendar months unless otherwise specified.

(u) **"Parent(s)"** shall mean an entity that is a Company that holds at least twenty six percent (26%) of the paid - up equity capital directly or indirectly in the Bidder, as the case may be;

(v) **"Project"** shall mean the Utility's IT Implementation Agency Project defined in Clause 1 of Section 6 of the RFP Document;

(w) **"Proposal"** shall mean the same as Bid and shall include the Technical Proposal and the Financial Proposal;

(x) **"Request for Proposal" or "RFP"** means this Tender of which the number, name and details have been mentioned in **Bid Data Sheet**, including all its Volumes/ Sections/ Forms/ Annexures/ Appendices etc., for Appointment of IT Implementation Agency (including all clarification/ addendum/ amendment/ corrigendum/ etc. issued from time to time);

(y) **"RFP Document"** shall have the same meaning as ascribed thereto in ITB 2.1 and ITB 2.1.1

(z) **"Service(s)" or "Related Service(s)"** shall mean any Service(s) performed or to be performed as a part of the Project by the SI;

(aa) **"Sub-Contractor"** shall mean any person, natural or legal, including manufacturers, to whom execution of any part of the IT Implementation Agency Contract, including preparation of any design or supply of the IT Implementation Agency Project, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns;

(bb) **"Technical Bid"** shall have the meaning as ascribed thereto in **ITB 15**;

(cc) **"Technical Proposal"** shall mean the same as Technical Bid;

(dd) **"Technically Evaluated Entity"** shall mean the company which has been evaluated for the satisfaction of the technical requirement set forth in Clause 8 of Section 2;

(ee) **"Tender"** shall mean the same as "RFP";

(ff) **"Tender Fee"** shall mean the fees submitted with the RFP;

(gg) **"Utility"** means the entity, named, and as briefly described in **Bid Data Sheet**, that has issued the Request for Bids for Appointment of IT Implementation Agency (ITIA) for implementation of Utility IT/OT Applications as per the RFP Document.

(hh) **"Ultimate Parent Company"** shall mean an entity which owns at least twenty six percent (26%) equity in the Bidder or Member of a Consortium (as the case may be) and in the Technically Evaluated Entity and/or Financially Evaluated Entity (as the case may be) and such Sole Bidder or member of a Consortium (as the case may be) and the Technically Evaluated Entity and/or Financially Evaluated Entity (as the case may be) shall be under the direct control or indirectly under the common control of such entity.

(ii) **"Commercial Off-the-Shelf (COTS)"** product is a packaged, ready-made software solution, available for sale, lease or licensing to companies, by the OEM directly or through authorized implementation partners, which can be implemented

	by making certain customizations for meeting needs of the purchasing organization.
	(jj) **"Bespoke"** product is any software solution which is customized/ developed specifically for the purchasing organization.
	1.1.1 Capitalised terms used herein but not defined specifically shall have the meaning as ascribed to them in Section 5 and Section 6, and elsewhere in RFP Document.
	1.2 **Singular and Plural**: Where the context so requires, words imparting the singular only also include the plural and vice versa.
	1.3 **Headings and Marginal Notes**: Headings and marginal notes to the terms and conditions of the Contract are not deemed to form part thereof nor are to be taken into consideration in the interpretation or construction thereof or of the Contract.
2.Introduction **(a) About this Request for Proposal**	2.1 This Request for Proposal (RFP) is issued by the Utility for selecting the IT Implementation Agency to implement Utility's IT Implementation Project. This RFP Document provides the overall structure of the document (as outlined in the beginning of the document in the section titled "Summary, Abbreviations & Table of Content"), requirements and general terms and conditions applicable to each Bidder. 2.1.1 The RFP Document (also referred to as the bidding document) consist of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any Addenda/ Corrigenda/ Amendments/ Clarifications etc. issued thereto from time to time in accordance with this Section 3. **PART I Bidding Procedures and Requirements** • Section 1 - Request for Proposal Notice • Section 2 - Eligibility Requirements • Section 3 - Instructions to Bidders and Bid Data Sheet • Section 4 - Bidding Forms - Technical Proposal • Section 5- Bidding Forms - Financial Proposal • Section 6 - Project Requirements **PART II Contract Form and Conditions of Contract** • Section 7 – Contract Form and Conditions of Contract **PART III Contract Related Forms** • Section 8 – Contract Related Forms
(b) Bidding Process and Electronic- Procurement System	2.2 Bidding against the Request for Proposal shall be under Two Envelope Single Stage Bidding Process. The bidding process will be conducted online with Electronic – Procurement System (e-Procurement/ e- Tendering/ e- Bidding System) as specified in BDS. 2.2.1 The Bidders who wish to participate in online Tenders will have to

	procure/ should have legally valid digital signature as per Information Technology Act, 2000 using which they can sign their electronic Bids.
	2.2.2 All Bids should be digitally signed. For details regarding digital signature certificate and related training, the Bidder should contact at the address mentioned in BDS.
	2.3 The Bidders are invited to submit their Proposal comprising a Technical Proposal and a Financial Proposal, for award of Contract named in the BDS. The Proposal will be the basis for evaluation and holding discussions, if required, and ultimately signing the Contract with the Selected Bidder.
(c) Study of Utility's Existing Systems	2.4 A standard brief regarding detail of existing systems relevant to the IT Implementation Agency Project has been provided in BDS. However, notwithstanding the same, all Bidders are advised to visit and examine the site and existing facilities, and obtain for itself, on its own responsibility and cost, all information that may be necessary for preparing the Bid. The cost of visiting the site shall be at the Bidder's own expense.
	2.5 The Bidder and any of its personnel or agents shall be granted permission, through the assistance of the Utility, by the Utility to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Utility and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of/or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
(d) Pre-Bid Meeting	2.6 The Bidder's designated representative(s) is/are invited to attend a pre-bid meeting at Bidder's expense, which shall take place at the time and venue specified in the BDS
	2.7 The purpose of the meeting will be to clarify any issues regarding this RFP in general and the scope of work in particular.
	2.8 The Bidder may submit any question or query to Utility in writing, to reach Utility not later than one week before the meeting as per the format given in BDS. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted as indicated hereafter.
	2.9 Minutes of the meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted through the e-Procurement System mentioned in ITB 2.2 without delay to all prospective Bidders who have downloaded the RFP.
	2.10 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder

3.Conflict of Interest	3.1 A Bidder shall not have a conflict of interest that affects the Bidding process (the "**Conflict of Interest**"). In the event a Bidder is found to have a Conflict of Interest, the Utility may choose to reject the Bid, terminate the IT Implementation Agency Contract (in the event it has been awarded) as per termination clause in the IT Implementation Agency Contract. Any Bidder found to have a Conflict of Interest shall be disqualified. 3.2 A Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if: (a) the Bidder or its Member (or any constituent thereof) and any other Bidder or its Member (or any constituent thereof) have common controlling shareholders or other ownership interest; Provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder or its Member (or any shareholder thereof having a shareholding of more than 15% (fifteen per cent) of the paid up and subscribed share capital of such Bidder or its Member, as the case may be) in the other Bidder or its Member, is less than 15% (fifteen per cent) of the subscribed and paid-up equity share capital thereof; Provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (ii) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under sub-clause (ii) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or (b) a constituent of such Bidder is also a constituent of another Bidder; or

	(c) such Bidder or its Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or its Member, has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or its Member; or (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or (e) such Bidder, has a relationship with another Bidder, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or (f) such Bidder has participated as a consultant to the Authority in the preparation of any documents, design, or technical specifications of the Project. *Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause shall include each Member of such Consortium.*
4.Bidders to Inform Itself Fully	4.1 The Bidder shall make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions (including site conditions) and circumstances and factors that may have any effect on its Bid. Once the Bidder has submitted the Bid, the Bidder shall be deemed to have examined the laws and regulations in force and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the Services performed within the scope of work, as provided in this RFP. Accordingly, the Bidder acknowledges that, on being selected, it shall not be relieved from any of its obligations under the RFP Documents nor shall be entitled to any extension of time for commencement of Services or financial compensation for any reasons whatsoever attributable to IT Implementation Agency. 4.2 The Bidders should particularly acquaint themselves with the technical requirements of Utility's systems, operations, assets, equipment, statutory codes, and standards. 4.3 The Bidder shall familiarize itself with the procedures and time frames required to obtain all consents, clearances and permits required for implementation of the Project
5.Fraud and Corruption	5.1 Utility requires compliance with the Anti-Corruption Guidelines/ Laws in force of the relevant Government/ its instrumentalities/ Utility.

6.Eligibility and Qualification Requirements	6.1 The eligibility and qualification requirements for submission of Proposals against the RFP are given in Section 2. Proposals, if any, from Bidders not complying with the same shall be out-rightly rejected and shall not be considered for evaluation.
B. Preparation of Proposals	
7.General Considerations and Instructions	7.1 In preparing the Proposal, the Bidder is expected to examine the RFP Document in detail. Material deficiencies in providing the information or documentation requested in the RFP Document may result in rejection of the Proposal. 7.2 All Bidders shall comply with the dates and amounts indicated in Section 1 of this RFP. 7.3 The Bidders shall comply with and agree to all the provisions of this RFP for various bidding considerations including but not limited to eligibility, costs, payments, information regarding Utility's systems, bid formats, Bid submission and other considerations. 7.4 The Bidders shall be evaluated based on the requirements, criteria, norms, and procedures laid out or included by reference, in this Section 3 of the RFP Document. 7.5 The Bidders shall be required to undertake the scope of work for the Project indicated in Section 6 of the RFP Document. 7.6 The Bidders must conform to the requirements and provide a list of equipment (including any special equipment) necessary to meet the technical specifications, functional & performance requirements as specified in the Section 6 of RFP Document as per the format provided in Form 14 in Section 4. The equipment supplied shall confirm to all the requirements under all applicable laws including any order issued by the central government including Order No No.9/16/2016-Trans-Part (2) dated 18 November 2020, Order No. F/No.6/18/2019-PPD by Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23 July 2020, latest Government of India Guidelines for Make in India, Domestically manufactured products, Atmanirbhar Bharat and circulars DIPP Office Memorandum No. P-45021/2/2017-PP (BE-II) date:16th Sept. 2020, MeitY Circular No.1(10)/2017-CLES dated 06.12.2019 and Order No. 11/05/2018-Coord. by the Ministry of Power dated 17 September 2020, FDI Policy including any amendments or modifications to the same from time to time. 7.7 Bidder shall submit 'Clause by Clause' compliance to the RFP document including the IT Implementation Agency Contract and the technical specifications and functional requirements (with amendments, if any) as per the format prescribed in Form 15 given in Section 4. 7.8 Bidder's Proposal shall include sufficient information and

	supporting documentation in order to determine compliance without further necessity for inquiries.
	7.9 The Bidder's Proposal shall clearly identify all features described in the specifications along with any supporting reference material in accordance with ITB 15.13 as per the format prescribed in Form 3 given in Section 4.
	7.10 An analysis of the technical specifications, functional and performance requirements of the IT/OT Applications as provided in Section 6 may lead the Bidders to conclude that additional items are required that are not specifically mentioned in this specification. The Bidders shall be responsible for installing such items (at no additional cost to the Utility) such that reliable and fully functional IT/OT applications are implemented that meets or exceed the capacity and performance requirements. Such materials shall be deemed to be within the scope of the IT Implementation Agency Contract. To the extent possible, the Bidder shall identify and include all such additional items in their proposal.
	7.11 The Bidders are advised to visit sites (at their own expense), prior to the submission of the proposal, and make surveys and assessments as deemed necessary for proposal submission.
	7.12 Failure by Utility to require information from a Bidder that has not been properly provided shall not be construed as waiver on the part of Utility of the obligation of the Bidder to furnish the said data / information unless the waiver is in writing.
	7.13 Bid submitted by the Bidders before the Bid Submission Deadline, shall become the property of the Utility and shall not be returned to the Bidders.
	7.14 The cost of all stamp duties payable for executing the RFP, Bid Documents or Project shall be borne by the Bidders.
	7.15 No interest shall be paid to the Bidder on any amount submitted to Utility, whether to be returned or not.
8.Cost of Bidding / Preparation of Proposal	8.1 The Bidder shall bear all costs associated with the preparation and submission of its Proposal, including post-bid discussions, technical and other presentations etc., and Utility shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. Utility is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.
9.Language	9.1 Bid/Proposal prepared by the Bidders and all correspondence and documents relating to the Bid exchanged by the Bidder and Utility and its associates shall be written in the English language.

10. Documents Comprising the Proposal and List of Forms	10.1 The Proposal shall comprise the documents and forms mentioned in this Section in general and listed in Section 4 and Section 5 in particular. A Document Checklist for the same as well as the list of forms referred to in this RFP Document is provided in **BDS**.
11. Only One Proposal	11.1 A Bidder shall submit only one Bid in the same bidding process, either individually as a Sole Bidder or as a Lead Member of a Bidding Consortium. Any member of the bidding consortium, including its Parent(s) and/or Affiliate(s), whose technical and financial capabilities are showcased for meeting the criteria as mentioned in Clause 2.1 of Section 2, shall not separately participate directly or indirectly in another bid in the same bidding process for meeting the criteria as mentioned in Clause 2.1 of section 2.
12. Proposal / Bid Validity & Bid Security	12.1 The Bid/ Proposal submitted by the Bidder(s) shall be valid for a period of specified in **BDS** reckoned from the Bid Submission Deadline specified in ITB 17 as may be extended from time to time. 12.1.1 All such offers, and terms and conditions set forth in this RFP shall be valid for the IT Implementation Agency till the successful completion of the Project. 12.1.2 In exceptional circumstance, Utility may solicit the Bidder's consent to an extension of the Bid validity period. The request and responses thereto shall be made in writing or by email. If a Bidder accepts to extend the validity, the Bid Security shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be required or permitted to modify its Bid. 12.2 The Bidder shall furnish as part of its Technical Bid, a Bid security in original form, and in the amount specified in the **BDS**. 12.3 Pursuant to ITB 12.2, Bid Security shall be as a single online payment of Rs. 5,17,700/- (including tender fee) through SBI MOPS Gateway. No other modes of payment are applicable. 12.4 Any Bid not accompanied by a substantially responsive Bid Security a specified, shall be rejected by the Utility as non-responsive. 12.5 If the Bid Security from any Bidder is forfeited or lapsed either partly or wholly during the Bid process, then such Bidders and Consortium are liable for rejection. 12.6 Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful bidder's signing the contract and furnishing the Performance Security pursuant to **ITB 29**.

	12.7 The Bid Security of the Selected Bidder shall be returned as promptly as possible once the IT Implementation Agency has signed the Contract with the Utility and furnished the required Performance Security.
	12.8 The Bid Security may be forfeited if
	12.8.1 The Bidder withdraws/ modifies/ substitutes its Bid during the period of Bid validity as specified in ITB 12.1 or any extension thereto provided by the Bidder;
	12.8.2 Bid is rejected for existence of conflict of interest, or more than one bid being submitted by a Bidder
	12.8.3 Bid submitted by a Consortium is not accompanied by Consortium Agreement in the form provided in this RFP.
	12.8.4 The Selected Bidder:
	12.8.4.1 Fails to sign the IT Implementation Agency Contract; or
	12.8.4.2 Fails to furnish a Performance Security in accordance with ITB 29; or is found to have submitted false particulars/ fake documents; or
	12.8.4.3 refuses to execute the work at its agreed scope/quoted rates, after Utility issues the Letter of Award
	12.8.4.4 is involved in incidents of manipulation of rates either by cartelization or otherwise.
a. Extension of Proposal Validity	12.9 Utility will make its best effort to complete the bidding process and award the contract prior to the date of expiry of the Bid/ Proposal validity. However, should the need arise, Utility may request, in writing, all Bidders who submitted Bids/Proposals prior to the Bid Submission Deadline to extend the Proposals' validity.
	12.10 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.
	12.11 The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
13 Clarification and Amendment of RFP	13.1 Bidders may seek clarifications on this RFP in writing, through a letter, fax or email to reach Utility no later than the period specified in **BDS**.
	13.2 Utility may issue clarification only, at its sole discretion, which is considered reasonable by it.
	13.3 Any such clarifications issued shall be sent to all the Bidders to whom the RFP has been issued. Any such clarification shall also be hosted on the website of the Utility and transmitted through the e-Procurement System mentioned in ITB 2.1.

	13.4	Utility is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.
	13.5	For the avoidance of any doubt, it is hereby clarified that the Utility is not obliged to extend the Bid Submission Deadline on account of clarifications sought in accordance to ITB 13.4.
	13.6	During the bidding process, Utility, for any reason may modify the RFP, including the timelines, by issuance of addendum / modification / errata and / or a revised document.
	13.7	Revisions or amendments in the bidding guidelines may cause Utility to modify amend or supplement the RFP to be in conformance with any applicable Law. Such document shall be notified in writing through the e-Procurement System mentioned in ITB 2.1, or letter or fax or e-mail to all the entities who have downloaded the RFP, and the same shall be binding on them.
	13.8	Utility shall not be responsible for any delay in receipt of the addendum/ modification/ errata and/ or revised document and receipt of the same by the Bidders shall be presumed by Utility upon taking all reasonable steps to notify the Bidders. Late receipt of any addendum/ modification/ errata and/ or revised document will not relieve the Bidder from being bound by that modification or the Bid Submission Deadline. All such amendments/modifications shall be issued at least 7(seven) working days prior to the Bid Submission Deadline.
	13.9	In order to provide reasonable time to the Bidders to take the modification into account in preparing their Bid, or for any other reasons, Utility may, at its discretion, extend the deadline/ timeline for Bid submission.
14 Preparation of Bid/ Proposal and Bid Formats	14.1	The Bidder shall prepare its Bid and furnish required information and documents as per the guidelines, formats, forms, schedules, fees, and other specification in this Section, as well as the RFP Document in general.
	14.2	Strict adherence to the formats/ forms, wherever specified, is required. Wherever information has been sought in specified formats, the Bidder shall refrain from referring to brochures or pamphlets. Non-adherence to formats and/ or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format must be duly signed and stamped by the authorized signatory of the Bidder.
15 Technical Bid/ Proposal Format and Content	15.1	The Technical Bid/Proposal shall be prepared using the Forms provided in Section 4 of the RFP and shall comprise the information, details and documents listed in subsequent clauses herein The Technical Bid/ Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

	15.2	The Technical Bid shall contain the list of all Consortium Members and Sub-contractor(s) (if applicable) participating in the Bid as per the format prescribed in Form 1 given in Section 4. Furthermore, the Technical Bid shall contain a covering letter by the Lead Consortium Member/ Sole Bidder duly designated and signed by all Members of that Bidding Consortium as per the format prescribed in Form 7 given in Section 4.
	15.3	The Technical Bid shall contain a legally enforceable Consortium Agreement (in the case Bidder is a Consortium) entered amongst all Members of that Bidding Consortium, designating one of the Members to be the Lead Consortium as per the format prescribed in Form 8 given in Section 4. In the absence of a duly executed Consortium Agreement, the Bid shall not be considered for evaluation and will be rejected.
	15.4	The Technical Bid shall contain Power of Attorney from each Consortium member in favour of the lead consortium member of the Bidder as per the format prescribed in Form 9 given in Section. All submissions and representations by the Lead Member shall be deemed to be on-behalf of the entire consortium and shall be binding all the members of the Consortium.
	15.5	In case the Sole Bidder or any Consortium Member is a foreign entity, then it may submit a Board resolution/ Power of Attorney/ authorization, which should satisfactorily and unambiguously encompass all the terms and conditions of the Power of Attorney prescribed in Form 9 given in Section 4. In the event of Award of Contract, such foreign entity(ies) shall be required to have a registered office (under the Companies Act 1956/ 2013 with Registrar of Companies) in India.
	15.5.1	Provided further that such Board resolutions/Power of Attorney/authorization, as specified above, in case of a foreign entity, shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid. In the case of a foreign entity, in the event, any and/or all of the documents/resolutions are in any other language other than English, then a duly notarized copy of such translation shall also be required to be submitted.
	15.6	The Lead Consortium Member/ Sole Bidder shall designate one person to represent the Bidding Consortium/ Bidder in its dealings with Utility. The person designated by the Bidder (registered Company) shall be authorized through a Power of Attorney as per Form 10 given in Section 4 to perform all tasks including, but not limited to, providing information,

responding to inquiries, etc. and attach the same in the Technical Bid.

15.7 The Technical Bid shall contain signed Letter of Consent as per Form 11 given in Section 4 from each Consortium Member that the Bid has been reviewed and each element of the Bid is agreed to by them including but not limited to any commitment in the Project.

15.8 The Technical Bid shall contain the Tender Fees and the Bid Security as per the format prescribed in Form 6 given in Section 4.

15.9 The Technical Bid shall contain all documents required to prove/substantiate the Eligibility and Qualification Requirements of the Bidders or the Bidding Consortium specified in ITB 6.1 and Section 2 (as per the format prescribed in Form 2 given in Section 4):

a) Company profile document with evidence of fields of competence for each Consortium Member

b) Attested copy of Certificate of Registration/ Incorporation issued by the Registrar of Companies for each Consortium Member

c) Certificate of Commencement of Business issued by the Registrar of Companies for the Lead Consortium Member/ Sole Bidder clearly indicating the number of years of operation.

15.9 The Bidder shall submit a preliminary Project implementation plan along with the Bid which shall include at least the following activities (as per the format prescribed in Form 3 given in Section 4).

15.10 In case of Award of the IT Implementation Agency Contract, the detailed Project implementation plan, submitted as part of the Technical Bid, shall be revised and submitted by the SI, in consultation with the Utility, to ensure smooth takeover of existing Utility systems and any ongoing Services under the scope of the IT Implementation Agency Project.

15.11 The Technical Bid of the Bidder shall contain the indicative List of Material and Services in the format prescribed in Form 14 as given in Section 4 without any mention of costs/ prices.

15.12 The List of Material and Services shall be accompanied by the detailed specifications of the supply in the Technical Bid demonstrating responsiveness of the quoted Solution. The Bidder shall also indicate the country of origin of each

<table>
<tr><td></td><td></td><td colspan="2">equipment in Form 14 as given in Section 4. For supply of equipment / material from the country of origin other than India, the bidder shall submit performance certificate in support of satisfactory operation in India or a country other than the country of origin having climatic and operational conditions including ambient temperature similar to that of India for more than number of years, indicated in **BDS** in accordance with Order No. 11/05/2018-Coord. dated 17 September 2020 issued by the Ministry of Power including any amendments or modifications to the same from time to time.</td></tr>
<tr><td></td><td></td><td>15.13</td><td>The Technical Bid of the Bidder shall contain the names and details of the suitably qualified Bidder's representative and Key Personnel to perform the IT Implementation Agency Contract as per the format provided in Form 4 given in Section 4. The data on their experience should be supplied using the Form 5 given in Section 4 for each candidate proposed.</td></tr>
<tr><td></td><td></td><td>15.14</td><td>Any removal/ change/ replacement of Key Personnel (as provided in Form 4 and 5 given in Section 4) shall be notified to Utility within 7 (seven) working days along with the Curriculum Vitae (CV) of the personnel replacing the previous personnel. The personnel replacing the previous key personnel shall have equivalent or better educational qualification and relevant professional experience</td></tr>
<tr><td></td><td></td><td colspan="2">Note: Submission of the Technical Proposal in a materially wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</td></tr>
<tr><td>16</td><td>**Financial Bid/ Proposal Format and Content**</td><td>16.1</td><td>The Financial Proposal shall be prepared using the Forms provided in Section 5 of the RFP and shall comprise the information, details and documents listed in subsequent clauses herein.</td></tr>
<tr><td></td><td></td><td>16.2</td><td>The Financial Bid shall only be submitted electronically as per the format prescribed in Form 1 given in Section 5. No hard copy of the Financial Bid shall be submitted.</td></tr>
<tr><td></td><td></td><td>16.3</td><td>The Financial Bid shall be quoted on a per consumer basis, which is inclusive of cost of providing all the services as defined in the RFP, including but not limited to provisioning the IT/OT application modules, and all related software, middleware, database, tools, network bandwidth, and cost of design, development, testing, commissioning, migration, integration, ATS, scheduled upgrades and manpower. Price quoted should clearly mention the basic cost/ unit price including any other taxes/ duties/ levies and any other taxes/ duties/ levies, Goods and Service Tax (GST). The Financial</td></tr>
</table>

		Bid will be evaluated basis the total cost of the Project as quoted by the Bidder(s) for the Contract Period in Form 1 given in Section 5.
	16.4	The Bidder shall quote the Rate per use of IT/OT applications for each consumer for the Contract Period on INR per consumer per month basis in line with the payment schedule as provided in the IT Implementation Agency Contract. The Financial Bid shall be quoted in both 'numbers' and 'words'. In case of any discrepancy between the quoted Financial Bid in 'numbers' and 'words', the quoted Financial Bid in 'words' will prevail over the quoted Financial Bid in 'numbers'.
	16.5	Unit prices (exclusive of all taxes/ duties/ levies/ cess etc.) (as provided in Form 1 given in Section 5) quoted by the Bidder shall be firm and final and shall remain constant throughout the Contract Period and shall not be subject to any modifications.
	16.6	Any items or prices omitted by the Bidder, if incurred at a later stage by the Bidder, within the scope of work as provided in the IT Implementation Agency Contract, shall be borne by the Bidder with no financial liability on Utility.
	16.7	Any scope of work required for expansions during the Contract Period shall be supplied by the IT Implementation Agency keeping the specifications and unit price same as per the List of Material and Services (as provided in Form 14 given in Section 4) and Financial Bid (as provided in Form 1 given in Section 5), respectively.
	16.8	All prices in the Financial Bid shall be quoted in Indian Rupees. The Bidder shall bear the risk related to foreign exchange variations during the Contract Period. The variation in the statutory taxes will be in accordance with the IT Implementation Agency Contract.
	16.9	Alternative Bids with any financial implications shall be rejected.

C. Submission, Opening and Evaluation

17 Submission of Bids/ Proposals and Bid Submission Deadline	17.1	Both Technical Bid and Financial Bid shall be digitally signed and submitted electronically using the e-Procurement system indicated in ITB 2.2 on or before the Bid Submission Deadline following the instructions therein. All the documents shall be scanned and uploaded however, where the data is required to be entered manually, the same shall be entered accordingly by the Bidder.
(a) Submission of Bids/ Proposals	17.2	Requisite Tender Fee and Bid Security in the specified form/ instrument shall be submitted in original so as reach before the Bid

	Submission Deadline, failing which the Bid shall be deemed non-responsive.
	17.3 In addition to the electronic submission and submission of Tender Fee and Bid Security in the specified form/ instrument in original as per ITB 17.2, if so specified in BDS, the Bidder shall also provide certain document in original/ hard copy/(ies) of the original/ revised (if any) in a sealed envelope before the Bid Submission Deadline.
	17.4 The hard copies to be submitted as per ITB 17.3 shall be in original and/ or attested as may be specified in BDS.
	17.5 The hard copy of the document as per ITB 17.3 and ITB 17.4 above shall be sent in a sealed envelope to Utility via Registered Post with Acknowledgement Due (RPAD), speed post or courier in the manner specified in ITB, which should reach Utility before the Bid Submission Deadline.
	17.6 The sealed envelope shall be clearly marked on the top with details mentioned in BDS. The sealed envelope shall be addressed to the Utility as specified in BDS. The sealed envelope shall also clearly mention the name of the Lead Consortium Member/ Sole Bidder submitting the Bid.
	17.7 The sealed envelope shall not contain the Financial Bid. The Financial Bid shall only be submitted electronically.
	17.8 In case of discrepancy between the electronically submitted documents and the physically submitted documents in the sealed envelope, the electronically submitted documents and the information contained therein shall prevail and be treated as the final submission.
	17.9 Insufficiency of the electronically submitted Bid shall not be compensated by any information, documentation or material provided additionally in the physically submitted documents in the sealed envelope.
(b) Bid Submission Deadline	17.10 All Bids shall be electronically submitted and physically received, as may be specified in this Section, by Utility no later than the Bid Submission Deadline indicated in BDS as may be extended from time to time by the Utility.
	17.11 Bidders may prepare, edit, substitute or withdraw their offers any number of times online before the Bid Submission Deadline as may be permitted by the e-Procurement system. After the Bid Submission Deadline, the Bidder shall not, or attempt to, change or withdraw the Bid under any circumstances. No written or online request in this regard shall be entertained.
	17.12 Any Bid received by Utility, either electronically or physically, after the Bid Submission Deadline prescribed by Utility will not be

	uploaded and accordingly be rejected. In case of hard copy submissions, late Bids shall be returned unopened to the Bidder. 17.13 Utility may, at its discretion, extend this Bid Submission Deadline by amending the RFP at any time prior to opening of the Bids, in which case all rights and obligations of Utility and the Bidders shall thereafter be subject to the deadline as extended. 17.14 Any Proposal or its modification received by Utility after the deadline through any means or medium, whatsoever, shall be declared late and rejected, and promptly returned unopened.
18 Confidentiality	18.1 Information relating to the examination, evaluation, comparison, and recommendation of IT Implementation Agency Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process. 18.2 Any attempt by a Bidder to influence Utility in the examination, evaluation, comparison, and post qualification of the Bids or IT Implementation Agency Contract award decisions may result in the rejection of its Bid. 18.3 If any Bidder, from the time of opening the Technical Bids to the time of IT Implementation Agency Contract award, wishes to contact Utility on any matter related to the bidding process, it should do so in writing.
19 Opening of Technical Bids/ Proposals	19.1 The Technical Bids shall be opened at the date and time, and the address indicated **BDS**. In case hard copy submission of Technical Bid or certain document is requested by the Utility as per ITB 17 the physically submitted Technical Bids/ documents in the sealed envelope shall be opened simultaneously to check inter alia requisite submissions and for the Tender Fees and the Bid Security. 19.2 The Bids shall be deemed to be under consideration immediately after they are opened and confirmation or receipt of the Tender Fee and Bid Security, and until an official intimation of award or rejection is made by Utility to the Bidders. 19.3 Utility shall then separately evaluate the Bids with respect to the Eligibility and Qualification Requirements, sufficiency of the submission, conformation/ compliance/ responsiveness to all the mandatory requirements, terms, conditions, and specifications of the RFP Document without any deviation, reservation, or omission, and other parameters outlined in this RFP. 19.4 The Financial Proposal shall remain unopened in the e-Procurement/ e-Tendering system securely, until they are opened in accordance with ITB 22. 19.5 At the opening of the Technical Proposals the following shall be read out: (i) the name of the Bidder; (ii) any modifications to the Proposal submitted through the e-Procurement/ e-Tendering system prior to proposal submission deadline; and (iii) any other information deemed appropriate.

20	Bid/ Proposals Evaluation Overview and Verification/ Clarifications	20.1 The bidding process is designed to select the IT Implementation Agency through a series of assessment of: (i) conformation/ compliance to all the mandatory requirements under applicable laws and this tender, terms, conditions, and specifications of the RFP Document without any material deviation, reservation, or omission; (ii) the financial amounts quoted by the Bidder. The Bid submitted by the Bidder shall consist of a Technical Bid and a Financial Bid. **First Stage-Fulfillment of Eligibility and Qualification requirements, determination of substantial responsiveness to the RFP Documents:** The Technical Bids shall be opened by Utility and be checked to determine: (i) whether the Bidders comply with the Eligibility Requirements, have offered eligible IT Implementation Agency Services in their Bids, as specified in ITB 6.1 and Section 2 (ii) whether the Bidders meet the Qualification Requirement specified in ITB 6.1 and Section 2 (iii) whether the Bids are substantially responsive to the RFP document including the requirements specified in Section 6 basis 'Clause by Clause' compliance to the RFP Document including the technical specifications and functional requirements (with amendments, if any) as per the format prescribed in Form 15 given in Section 4 **Second Stage – Technical Evaluation of the Bid:** The Bids which are found to be responsive shall be evaluated as per criteria specified in **Bid Data Sheet** **Third Stage-Opening of Financial Bid:** Financial Bids of all technically qualified Bidders would be opened, basis which the award of IT Implementation Agency Contract shall be determined. **Fourth Stage-Award of Project:** The "Successful Bidder" as defined in ITB 25 shall be awarded the IT Implementation Agency Contract. 20.2 The Bidder is not permitted to alter or modify its Bid/ Proposal in any way after the Bid Submission Deadline. 20.3 Utility's determination of the responsiveness of a Bid/ Proposal is to be based on the contents of the Proposal itself including any response to clarifications sought by Utility which does not alter the substance of the Proposal or the price. 20.4 A substantially responsive Bid/ Proposal is one that conforms to all the mandatory requirements, terms, conditions, and specifications of the RFP Document without any material deviation, reservation, or omission, as defined in ITB 24.

	20.5	The Contract, if awarded, shall be executed in accordance with RFP document and any other conditions.
	20.6	Notwithstanding anything stated in the RFP Document, Utility reserves the right to verify the authenticity of the documents submitted for meeting the eligibility, qualification and/or other specified requirements and may request for clarifications any additional information/ documents from the Bidder. However, the Bidder shall not be permitted to alter the substance of the Proposal or the price under any circumstances whatsoever
	20.7	Utility reserves the right at its sole discretion to contact the Bidder's bank, lenders, financing institutions and any other persons as necessary to verify the Bidder's information/documents for the purpose of eligibility, qualification and/ or other specified requirements.
	20.8	Utility may verify the Bidder's technical and financial data by checking with the Bidder's clients/ lenders/ bankers/ financing institutions/ any other person as necessary.
	20.9	To assist in the examination, evaluation, comparison and post-qualification of the Bids, Utility may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by Utility shall not be considered. Utility's request for clarification and the response shall be in writing. No change in the prices shall be sought, offered, or permitted by Utility in the evaluation of the Financial Bids.
21 Evaluation of Technical Bids/ Proposals	21.1	All Bids will first be evaluated for 'Clause by Clause' compliance to the RFP document and the IT Implementation Agency Contract including the technical specifications and functional requirements (with amendments, if any) as per the format prescribed in Form 15 given in Section 4. The Bidders fulfilling the Eligibility and Qualification Requirement and having submitted substantially responsive Bids conforming to and meeting all the mandatory requirements, terms, conditions, and specifications of the RFP Document without any material deviation, reservation, or omission, as defined in ITB 24.
	21.2	In the event the Technical Bid is substantially responsive, Utility may waive any deviation, reservation, or omission in the Bid as defined in ITB 24.1
	21.3	Provided that a Technical Bid is substantially responsive, Utility may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Bid related to documentation requirements. Such omission shall not be related to any aspect of the price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

22	Opening of Financial Proposals	22.1 At the completion of the technical evaluation, Utility shall intimate the technically qualified Bidders for opening of Financial Bids, along with the date, time and venue of opening of Financial Bids.
		22.2 The Financial Bids shall be opened through the e-Procurement system referred to in ITB 2.2, in the presence of authorized representatives of all technically qualified Bidders who chose to be present at the specified venue on the specified date and time.
23	Evaluation of Financial Bids/ Proposals	23.1 Provided that the Technical Bid is substantially responsive, Utility will correct arithmetical errors during evaluation of Financial Proposals on the following basis:
		i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of Utility there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
		ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected;
		iii. if there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail subject to (i) and (ii) above.
		Except as provided in (i) to (iii) herein above, Utility shall reject the Financial Bid if the same contains any other computational or arithmetic discrepancy or error.
24	Deviations, Reservations and Omissions	24.1 During the evaluation of Bids/ Proposals, the following definitions apply:
		(a) "Deviation" is a departure from the requirements specified in the RFP document;
		(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP document; and
		(c) "Omission" is the failure to submit part or all of the information or documentation required in the RFP document.
		24.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
		(a) if accepted, would:
		(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
		(ii) limit in any substantial way, inconsistent with the bidding

		document, the Utility's rights or the Bidder's obligations under the Contract; or
	(b)	if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
25 Successful / Selected Bidder	25.1	The price as per the Financial Proposal/ Bid of all technically qualified Bidders, determined upon evaluation of Financial Proposals/ Bids, shall be the basis for determination of the Successful Bidder/ Selected Bidder.
	25.2	The technically qualified Bidder with the lowest Financial Bid shall be considered as the Successful Bidder/ Selected Bidder and shall be considered for award of the IT Implementation Agency Contract.
	25.3	If the Successful Bidder/ Selected Bidder does not accept the correction of errors as per ITB 23.1, its Bid shall be disqualified, and its Bid Security shall be forfeited.

D. Award of Contract

26 Award Criteria	26.1 Subject to ITB 25.3, the Utility shall award the Contract to the Successful Bidder/ Selected Bidder.
	26.2 Utility shall present the Letter of Award (as per the format prescribed in Form 2 given in Section 8) to the Successful Bidder and invite the Performance Security in order to sign the IT Implementation Agency Contract to implement the Project.
	26.3 The Successful Bidder shall provide an undertaking that the key staff identified for the Project (as submitted in its Technical Bid) shall be available for the respective proposed work requirement, anytime during the duration of the Project, till its successful completion
	26.4 If for any reason the Bid of the Successful Bidder is rejected or Letter of Award issued to the Successful Bidder is cancelled, Utility is empowered to take decisions for any of the following:
	a) Consider the next lowest evaluated Bid from eligible and qualified Bidder whose bid is determined substantially responsive; or
	b) Annul the Bid process; or
	c) Take any such measure as may be deemed fit in the sole discretion of Utility, as applicable.
27 Utility's Right to Vary Quantities at the time of Award	27.1 Utility reserves the right to increase or decrease the quantity under the IT Implementation Agency Contract subject to the limit of - 20% (twenty percent) up to +30% (thirty percent) of the existing number of consumer (as provided in Form 1 given in Section 5), covered under the IT Implementation Agency Contract, without any

		change in the unit prices or other terms and conditions of the IT Implementation Agency Contract and the Bid.
28	Letter of Award	28.1 Prior to the expiry of the period of Bid validity, Utility shall notify the successful Bidder, in writing, by issuing the Letter of Award, that its Bid has been accepted. 28.2 Until the IT Implementation Agency Contract is prepared and executed, the notification of award and its subsequent acceptance by the successful bidder shall constitute a binding contract.
29	Signing of Contract and Contract Performance Security	29.1 Within 21 (twenty-one) Days of receipt of the Letter of Award, the successful Bidder shall sign the IT Implementation Agency Contract. 29.2 Within 14 (fourteen) Days of the receipt of Letter of Award from Utility, the Successful Bidder shall furnish the Performance Security, using for that purpose the format of Performance Security given in Form 1 in Section 8. Immediately upon furnishing of Performance Security, IT Implementation Agency may request the Utility to execute the IT Implementation Agency Contract. 29.2.1 Within 14 (fourteen) Days of the receipt of Letter of Award from Utility, the Successful Bidder shall submit a copy of the agreement between each of the Sub-contractor(s) and the Bidder, in case the Sub-contractor(s) is not the Sole Bidder/ a member of the Consortium, guaranteeing back-to-back service and support for the total duration of the project. 29.3 Failure of the Successful Bidder to submit the above-mentioned Performance Security or submit the above-mentioned agreement or sign the IT Implementation Agency Contract or if the successful bidder withdraws, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event, Utility shall re-tender the case.
30	[Advance Payment security]	**DELETED**

E. Bid Data Sheet

ITB Reference	A. General Provisions
1.1 (x)	CEIT/RDSS/ITOT/24-25/06, Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project 1) Web Self Service & Centralized Customer Database (WSS & CCDB) 2) Business Warehouse and Management Information System (BW&MIS) 3) Document Management System (DMS) 4) Energy Audit (EA) 5) Employee Self Service & Management Self Service (ESS &MSS) <table><tr><td>Tender Reference No.</td><td>CEIT/RDSS/ITOT/24-25/06</td></tr><tr><td>Date of Release of NIT</td><td>10.09.2024</td></tr><tr><td>Last date for queries/ seeking clarification</td><td>23.09.2024</td></tr><tr><td>Pre Bid Meeting</td><td>23.09.2024</td></tr><tr><td>Last date of submission of Bid</td><td>09.10.2024</td></tr><tr><td>Date of Opening of Bids</td><td>14.10.2024</td></tr></table>
1.1 (gg)	Kerala State Electricity Board (KSEB) was corporatized and was incorporated as Kerala State Electricity Board Limited (KSEBL) under the Companies Act, 1956 on January 14, 2011. It started operations as an independent company with effect from October 31, 2013. KSEBL functions as integrated electricity utility and carries out the business of generation, transmission and distribution of electricity in Kerala. KSEBL while continuing to function as integrated electricity utility in consistence with the State Government policy is carrying out the business through three separate Strategic Business Units (SBU) with separate accounts for each of the functions of Generation, Transmission and Distribution.
2.2	Bidding against RFP shall be conducted through/ with Electronic –Procurement (e-Procurement/ e- Tendering. Kerala State Electricity Board Limited (KSEBL) invites bids under single stage two envelope bidding process in e-Tender mode only. Interested bidders can get the RfP document from • e-tendering website: etenders.kerala.gov.in Interested bidders are required to enroll and participate in bidding process through electronic procurement system etenders.kerala.gov.in. The electronic-procurement system shall be used to manage the following part of the RFP process: To aid and facilitate the Bidders on e-Procurement/ e-Tendering process a detailed manual on the same titled Bidder Help Manual for e-Bidding has been provided annexed to the Bid Data Sheet as Annexure I (BDS). The same may be utilized by the Bidders.

2.2.2	Address for Communication including Contact details: O/o Chief Engineer (IT,CR & CAPs), Vydhyuthi Bhavanam, Pattom, Trivandrum-695004 Email id:- ceit@kseb.in , Telephone: 0471 251 4728 / 4274 / 4610
2.3	The name of the Contract is: Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project

2.4	**Standard Brief of Existing System**	
	Revenue	Centralized Billing System (CBS) - HT & LT
		Web Services integration with various departments like Single window clearance System (KSWIFT), Solar and other Govt. initiatives
		ERP Integration under development
		Third party payment channels integration
		Department Mobile App in Android
		Spot billing of consumers using Spot Billing Machines
	Customer Service	Urja Mitra application.
		CSC application, Integration for Akshya, Friends, CSC e-governance, mkeralam portal, GoK portal etc.
		Online processing of new connection/ other Service requests.
		Online complaint registration
		On boarded to Bharat Bill Payment System (BBPS)
		Consumer mobile app.
		Consumer web self-service portal to view and pay electricity bills.
		Link to Govt. of Kerala website.
		Self meter reading, Online appointment booking system
		Outage management system
		CGRF, Complaints/ Theft complaints.
		Consumer Login.
	O&M	Energy Audit Application and Meter Data Acquisition System (MDAS) application implemented under RAPDRP - Part A.
		Geographical Information System (GIS) and Network Analysis (NA) application implemented under RAPDRP - Part A.
		Monitor Feeder interruptions, reliability Indexes etc. by using Supervisory control and data acquisition (SCADA) implemented under RAPDRP Scheme in 3 cities and Real Time Data Acquisition System (RT-DAS) implemented in 61 towns under IPDS Scheme.

	IT & Telecom	Data Centre (DC) and DR (Data Recovery) operations and maintenance: All R-APDRP, IPDS, ERP hardware & Software are installed in DC.
		MPLS network across the field offices of Kerala: Field offices connect to the centralized applications hosted in DC through MPLS connectivity provisioned through Airtel & BSNL.
		E- Office implemented.
		KSEBL website – www.kseb.in
		Video Conferencing facility.
		Toll Free No. 1912 and PRI services for centralized call centre of KSEBL at Thiruvananthapuram.
		Internet Services.
		Telecom Network monitoring and maintenance, WAN network.
	Other Applications	Asset mapping with GPS Coordinates as developed under RAPDRP and IPDS area.
	DC and DR Setup	Spread across over 3000 sq. ft. area, w i t h fire detection and control systems, lighting, CCTV surveillance, UPS with DG support, well equipped with 24/7 redundant power supply. Connected to over 900+ field office locations over KSEBL.
		Host applications and data of KSEBL.
		Tier-3 categorized, high availability includes servers, storage, networks, security, databases, and software.
	DMS	DMS is implemented in 3 cities under RAPDRP Scheme.

2.6	**A Pre-Bid Meeting will be held as per the details below.** Date of Pre-Bid Meeting: 23.09.2024 Time: 11:00 Hours Address: O/o Chief Engineer (IT,CR & CAPs), Vydhyuthi Bhavanam, Pattom, Trivandrum-695004. Telephone: 0471 251 4728 / 4274 / 4610 **E-mail:** ceit@kseb.in **Contact person/Meeting coordinator:** Chief Engineer (IT,CR &CAPs)] **Online link of Pre-Bid Meeting will be shared later**
2.8	Format for Sending Query to Utility *[Query may be sent in hard copy to the Nodal Officer of Utility, at the below-mentioned address AND/ OR via email to E-mail ID]* [Reference No.]

From:
[Address of the Bidder]
[Telephone No., Fax No., Email]
[Date]

To:
The Chief Engineer(IT,CR& CAPs), Vydhyuthi Bhavanam, Pattom, Trivandrum-695004

Sub: Query.
Ref: Appointment of IT Implementation Agency for Supply, Installation, Commissioning,Implementation and Support for IT/OT applications at KSEBL
Dear Sir/ Madam,
Please find below our query with respect to the RFP subject to the terms and conditions therein:

S. No.	Reference Clause No.	Page No.	Query
1.			
2.			
3.			

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

B. Preparation of Proposals

10.1	**Document Checklist and List of Forms**

S. No.	Document	RFP Section Reference
1.	Tender Fee	1,3
2.	List of Consortium Members and Subcontractor(s) (as applicable) as per the format prescribed in Form 1 given in Section 4	4
3.	Bidder Information as per the format prescribed in Form 2 given in Section 4	4

4.	Project Implementation Plan as per format provided in Form 3 given in Section 4	4	
5.	Curriculum Vitae of key personnel as per format provided in Form 4 and Form 5 given in Section 4	4	
6.	Bid Security in the form of Demand Draft or Bank Guarantee as per format prescribed in Form 6 given in Section 4	4	
7.	Covering Letter for Submission of Bid by Sole Bidder/ Lead Consortium Member as per format prescribed in Form 7 given in Section 4	4	
8.	Consortium Agreement Format entered amongst all Members of the Bidding Consortium as per format prescribed in Form 8 given in Section 4	4	
9.	Power of Attorney by each Consortium Member in favour of Lead Consortium Member as per format prescribed in Form 9 given in Section 4	4	
10.	Power of Attorney by Lead Consortium Member/ Sole Bidder authorizing an Individual Designated Representative for the Bidder as per the format prescribed in Form 10 given in Section 4	4	
11.	Letter of Consent by each Consortium Member reviewing each element of the Bid as per format prescribed in Form 11 given in Section 4	4	

12.	For Bidder Experience [Refer Clause 2.1 in Section 2]: i. References along with requisite contract/ Purchase Order (PO)/ Work Order (WO). The references should indicate client name, scope of work, Project start date (as per the format prescribed in Form 13); *In case a Non-Disclosure agreement (NDA) is signed with the client, Bidder shall provide an undertaking for the NDA and shall also provide a client certification as proof of experience along with Client Name/ Email Address/ Contact no./ designation etc.* ii. Documentary evidence of completion of the Project or completion of Go-live status (i.e., Go-live certificate, UAT testing certificate etc.) of the respective project as per the definition of Go-Live/ UAT specified therein or other documentary evidence indicating completion (e.g., proof of payment received/ proof of asset capitalized in books of accounts (as applicable) and client certificate for supply of material or similar proofs) along with contact details of the client; iii. Any other documentation for implementation performance/ operation iv. Copy of Valid Certifications attested by the authorized signatory	4
13.1	**DELETED**	
13.2	**DELETED**	
14.	**For Financial Strength [Refer Clause 2.1 in Section 2]:** Audited Annual financial statements, Balance Sheet and P&L Account of all Consortium Members/ Sole Bidder for the respective Financial Years as per the format prescribed in Form 12 Copy of CA certificate clearly capturing the MAAT from IT/ Software Business in India for the respective financial years	4
15.	List of Material and Services as per format provided in Form 14 given in Section 4	4
16.	Table of Compliance as per format provided in Form 15 given in Section 4	4
17.	Financial Bid as per format provided in Form 1 given in Section 5	5
18.	Performance Security as per the format prescribed in Form 1 given in Section 8	8

	19.	Letter of Award as per the format prescribed in Form 2 given in Section 8	8		
	20.	Copy of this RFP with sign and official seal on every page	1 to 8		
	21.	Format for Sending Query to Utility for clarification	3		

12.1	The Bid shall remain valid until i.e. up to and including *180 days* reckoned from the Bid Submission Deadline specified in ITB 17, as may be extended by the Utility.
12.2	Currency and the amount of Bid Security to be furnished by the Bidder is : Currency: …Rs INR Amount: … Rs 5 lakh
12.3	The Bid Security is to be submitted by all the participating bidders by online through SBI MOPS Gateway in favor of KSEBL. The Bid Security of unsuccessful bidder will be returned within 180 days from the contract and of successful bidder will also be returned after acceptance of work order and submission of Performance Security by successful bidder
13.1	Clarifications may be requested prior to the Pre-Bid meeting. Request to be sent at: O/o Chief Engineer (IT,CR & CAPs), Vydhyuthi Bhavanam, Pattom, Trivandrum-695004 E-mail: ceit@kseb.in Phone: 0471 251 4728 / 4274 / 4610
15.13	Number of years: Order No. 11/05/2018-Coord. dated 17 September 2020 issued by the Ministry of Power including any amendments or modifications to the same from time to time.

C. Submission, Opening and Evaluation

17.3	Bidder shall provide the following document in original/ hard copy: Bids shall be submitted electronically on e-tender web portal by last date and time of submission of bids. Bidder shall provide the following document in original/ hard copy in a sealed envelope, duly attested as per the format. 1. Power for Attorney as per Form 9,10 2. Pre-Contract Integrity Pact as per Form 18 Techno commercial bid and price bid shall be uploaded on electronically on e-

	tender web portal. (a) 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. b) The bidder has to digitally sign and upload the required Bid documents one by one as indicated in the tender document. c) Bidder shall submit the document mentioned in 17.3 duly attested
17.4	Same as mentioned in 17.3 above
17.6	Details to be marked on the sealed envelope: [*here RFP no. and details including RFP Name, Bid Submission Deadline, Time and Date of Bid Opening, name of the Lead Consortium Member/ Sole Bidder submitting the Bid ....*] Sealed Envelope(s) to be addressed to: Chief Engineer (IT,CR & CAPs), Vydhyuthi Bhavanam, Pattom, Trivandrum - 695004 E-mail: ceit@kseb.in Phone: 0471 251 4728 / 4274 / 4610
17.10	The Bid Submission Deadline is: Date: 09.10.2024, up to 17:00 Hours
19.1	The Technical Bids/ Proposals shall be opened as indicated below: The opening shall take place at: O/o Chief Engineer (IT,CR & CAPs), KSEBL, Vydhyuthi Bhavanam, Pattom, Trivandrum - 695004 Date: 14.10.2024, Time: 11:00 Hours
20.1	Technical evaluation criteria of the Technical Proposals.

Annexure (BDS)

Annexure-I:

Bidder Help Manual for E-Bidding

Procedure for submission of Bid (Through e tender portal)

All the Bid documents are to be submitted online only and in the designated covers/ envelopes on the above website. Bids shall be accepted only through online mode in the website and no manual submission shall be entertained.

The bid shall be opened online at the office of the Chief Engineer (IT, CR and CAPs) on the date and time mentioned above by the Chief Engineer (IT, CR and CAPs) in the presence of the bidders /their representatives who wish to attend at the above address. All other existing conditions related to the bids of KSEB Ltd will be applicable in this bid also. All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.

Originals of all Agreements, enclosed in a sealed envelope indicating Tender No. CEIT/RDSS/ITOT/24-25/06 dated 10.09.2024 shall be submitted to the Chief Engineer (IT, CR & CAPs), KSEB Ltd, 8th Floor, Vydyuthi Bhavanam, Pattom, Thiruvananthapuram – 695004.

All bidders participating in the Bid should have a valid Digital Signature Certificate procured from any Registration Authorities (RA) under the Certifying Agency of India.

For more details about the e-tendering please contact Kerala State IT Mission, e-Government Procurement PMU & Help desk, Basement Floor of Pension Treasury Building, Uppalam Road, Statue, Thiruvananthapuram OR Kerala State IT Mission, e-Government Procurement Support Center, Info park Technology Center, 18C, Sector-E Hall, JNI Stadium, Kaloor, Ernakulam on all working days from 10.00am to 5.30pm. Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471- 2577088/188/388 or 0484-2336006, 2332262 or 0497-2764788, 2764188 or 0483-273294 through email:
etendershelp@kerala.gov.in or helpetender@gmail.com for assistance in this regard. Further details can be had from Office of the Chief Engineer (IT, CR & CAPs), 8th Floor, Vydyuthi Bhavanam, Pattom. P.O, Thiruvananthapuram – 695 004 Phone: (0471)- 251 4610, 251 4274, 251 4728. Email: ceit@kseb.in; Web: www.kseb.in

Section 4. Bidding Forms- Technical Proposal

Checklist of Required Forms

This Checklist shall be filled in and submitted by the bidder along with the Technical Bid. Except Form 1 given in Section 5 (to be completed and submitted by the Bidder in the Financial Bid) all other documents/ forms duly filled and complete in all respect are to be submitted by the Bidder in the Technical Bid.

S. No.	Document	Attached? (Yes/ No)	For Official Use
1.	Tender Fee		
2.	List of Consortium members and Subcontractor(s) (as applicable) as per the format prescribed in Form 1 given in Section 4		
3.	Bidder Information as per the format prescribed in Form 2 given in Section 4		
4.	Project Implementation Plan as per format provided in Form 3 given in Section 4		
5.	Curriculum Vitae of key personnel as per format provided in Form 4 and Form 5 given in Section 4		
6.	Bid Security in the form of Demand Draft or Bank Guarantee as per format prescribed in Form 6 given in Section 4		
7.	Covering Letter for Submission of Bid by Sole/ lead Consortium Bidder as per format prescribed in Form 7 given in Section 4		
8.	Consortium Agreement Format entered amongst all Members of the Bidding Consortium as per format prescribed in Form 8 given in Section 4		
9.	Power of Attorney by each Consortium Member in favour of lead Consortium Member as per format prescribed in Form 9 given in Section 4		
10.	Power of Attorney by Lead Consortium Member/ Sole Bidder authorizing an Individual Designated Representative for the Bidder as per the format prescribed in Form 10 given in Section 4		
11.	Letter of Consent by each Consortium Member reviewing each element of the Bid as per format prescribed in Form 11 given in Section 4		

Section 4. Bidding Forms – Technical Proposal

S. No.	Document	Attached? (Yes/ No)	For Official Use
12.	**For Bidder Experience [Refer Clause 2.1 in Section 2]:** i. References along with requisite contract/ Purchase Order (PO)/ Work Order (WO). The references should indicate client name, scope of work, Project start date (as per the format prescribed in Form 13); *In case a Non-Disclosure agreement (NDA) is signed with the client, Bidder shall provide an undertaking for the NDA and shall also provide a client certification as proof of experience along with Client Name/ Email Address/ Contact no./ designation etc.* ii. Documentary evidence of completion of the Project or completion of Go-live status (i.e., Go-live certificate, UAT testing certificate etc.) of the respective project as per the definition of Go-Live/ UAT specified therein or other documentary evidence indicating completion (e.g., proof of payment received/ proof of asset capitalized in books of accounts (as applicable) and client certificate for supply of material or similar proofs) along with contact details of the client; iii. Any other documentation for implementation performance/ operation iv. Copy of Valid Certifications attested by the authorized signatory		
13	DELETED		
14.	**For Financial Strength [Refer Clause 2.1 in Section 2]:** Audited Annual financial statements, Balance Sheet and P&L Account of all Consortium Members/ Sole Bidder for the respective Financial Years as per the format prescribed in Form 12 given in Section 4		
15.	List of Material and Services as per format provided in Form 14 given in Section 4		
16.	Table of Compliance as per format provided in Form 15 given in Section 4		
17.	Format for Technical & Financial Requirement- Relationship & Details of Equity Shareholding (Form 16)		
18.	Authorization from Parent / Affiliate of Sole Bidder/ Member of Bidding Consortium whose technical / financial capability has been used by the Sole Bidder/ Member of Bidding Consortium (Form 17).		
21.	Copy of this RFP with sign and official seal on every page		
22.	Pre-Contract Integrity Pact as per Form 18 given in Section 4		

Form 1: List of Consortium Members/ Sub-Contractor(s)

■ [The Bidder shall identify below the Consortium Members/ Sub-contractor(s) for major Project items. For sub-contractor a Letter of Intent must be provided.]

Major Project Item	Proposed Consortium Member/ Sub-Contractor(s)	Nationality
IT Implementation Agency		
Web Self Service & Centralized Customer Database (WSS & CCDB)		
Business Warehouse and Management Information System (BW&MIS)		
Document Management System (DMS)		
Energy Audit (EA)		
Employee Self Service & Management Self Service (ESS &MSS)		

Form 2: Bidder Information

[Sole Bidder/ all Consortium Members must provide all documents required to prove/ substantiate its Eligibility as required in Eligibility Criteria Clause 4 in section 2 for each Consortium Member]

S. No.	Information Requirement	Details
1	Company Name and Details	
2	Address of its place of business in India	
3	List of board of directors or regulating/controlling body	
4	Attested copy of Certificate of Registration/ Incorporation issued by the Registrar of Companies	
5	Memorandum and Articles of Association or document constituting the company and regulating its affairs	
6	Certificate of Commencement of Business issued by the Registrar of Companies	
7	Copy of the Goods and Services Tax (GST) Registration Certificate	
8	Provident Fund (PF) Certificate indicating PF Code	
9	Copy of Permanent Account Number (PAN) Card	
10	Copy of the Goods and Services Tax (GST) Registration Certificate	
11	Audited annual financial statements and financial Net worth for the last three years	
12	Any other papers or documents required by Utility at a later stage or in future	

Form 3: Project Implementation Plan

The Bidder shall submit a preliminary Project implementation plan along with the Bid which shall include at least the following activities:

    a) *Understanding of Utility and its requirement with respect to Project implementation;*

    b) *Overall system architecture and system philosophy capable of scale-up;*

    c) *Details of proposed methodology;*

    d) *Schematic Diagram of Proposed System Configuration*

    e) *An approach paper documenting the interfaces for integration with existing and future applications based on the information provided by utility*

    f) *Project team structure;*

    g) *Line of Credit / Source of funding and supporting documents;*

    h) *Governance Framework;*

    i) *Resource planning and estimation;*

    j) *Risk planning;*

    k) *Quality Assurance Program;*

    l) *Data Privacy Approach;*

    m) *Cyber Security Approach;*

    n) *Site Survey;*

    o) *Installation & Field update schedule;*

    p) *Repair and Maintenance Schedule including details on Spares Management;*

    q) *Training schedule;*

Form 4: Bidder's Representative and Key Personnel

[Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the IT Implementation Agency Contract. The data on their experience should be supplied using the Form 5 given in Section 4 below for each candidate.]

1.	**Title of position:** Project Manager	
	Name of candidate:	
	Duration of appointment:	*[insert the whole period (start and end dates) for which this position will be engaged]*
	Time commitment: for this position:	*[insert the number of days/week/months/ that has been scheduled for this position]*
	Expected time schedule for this position:	*[insert the expected time schedule for this position (e.g., attach high level Gantt chart]*
2.	**Title of position:** *[Specify]*	
	Name of candidate:	
	Duration of appointment:	*[insert the whole period (start and end dates) for which this position will be engaged]*
	Time commitment: for this position:	*[insert the number of days/week/months/ that has been scheduled for this position]*
	Expected time schedule for this position:	*[insert the expected time schedule for this position (e.g., attach high level Gantt chart]*
3.	**Title of position:** *[Specify]*	
	Name of candidate:	
	Duration of appointment:	*[insert the whole period (start and end dates) for which this position will be engaged]*
	Time commitment: for this position:	*[insert the number of days/week/months/ that has been scheduled for this position]*
	Expected time schedule for this position:	*[insert the expected time schedule for this position (e.g., attach high level Gantt chart]*
4.	**Title of position:** *[Specify]*	
	Name of candidate:	
	Duration of appointment:	*[insert the whole period (start and end dates) for which this position will be engaged]*
	Time commitment: for this position:	*[insert the number of days/week/months/ that has been scheduled for this position]*
	Expected time schedule for this position:	*[insert the expected time schedule for this position (e.g., attach high level Gantt chart]*

Section 4. Bidding Forms – Technical Proposal

Form 5: Resume and Declaration

Name of Bidder:

Position [#1]: [*title of position*]		
Personnel information	**Name:**	**Date of birth:**
	Address:	**E-mail:**
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: *[language and levels of speaking, reading and writing skills]*	
Details		
	Address of employer:	
	Telephone:	**Contact (manager / personnel officer):**
	Fax:	
	Job title:	**Years with present employer:**

Summarize professional experience in reverse chronological order. Indicate technical and managerial experience relevant to the Project.

Project	Role	Duration of involvement	Relevant experience
[main project details]	*[role and responsibilities on the project]*	*[time in role]*	*[describe the experience relevant to this position]*

Declaration

I, the undersigned *[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form 5 correctly describes myself, my qualifications, and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details

Section 4. Bidding Forms – Technical Proposal

Commitment to duration of contract:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*
Time commitment:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

Name of Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Form 6: Format of Bank Guarantee for Bid Security (DELETED)

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]

Reference No. …………….   Bank Guarantee No. …………….   Dated: …………….

To:
[Utility]
[Address]

Dear Sir/ Madam,

WHEREAS……………………… [Insert name of the S o l e Bidder/ Lead Consortium Member] with address ……………. [Insert address of S o l e Bidder/ Lead Consortium Member] having its registered office at ……………. [Insert address of the S o l e Bidder/ Lead Consortium Member] (Hereinafter, the "Bidder") wishes to participate in Tender No. [Tender Details] (the "RFP") issued by [Utility] (hereinafter, the "Utility") for Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project.

And WHEREAS a Bank Guarantee for [Amount] valid [Date] is required to be submitted by the Bidder along with the RFP.

We, …………….[Insert name of the Bank and address of the Branch giving the Bank Guarantee] having our registered office at …………….[Insert address of the registered office of the Bank] hereby give this Bank Guarantee No. …………….[Insert Bank Guarantee number] dated …………….[Insert the date of the Bank Guarantee], and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Utility any officer authorized by it in this behalf any amount not exceeding [Amount] to the said Utility on behalf of the Bidder.

We ……………. [Insert name of the Bank] also agree that withdrawal of the Bid or part thereof by the Bidder within its validity or non-submission of Performance Security by the Bidder within the stipulated time of the Letter of Award to the Bidder or any violation to the relevant terms stipulated in the RFP would constitute a default on the part of the Bidder and that this Bank Guarantee is liable to be invoked   and encashed within its validity by the Utility in case of any occurrence of a default on the part of the Bidder and that the amount is liable to be forfeited by the Utility.

This Guarantee shall be valid and binding on this Bank up to and inclusive of ……………. [Insert the date of validity of the Bank] and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of the Bidder Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the Bidder and the Utility.
NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to [Amount]. Our Guarantee shall remain in force till [Date]. Unless demands or claims

under this Bank Guarantee are made to us in writing on or before [Date], all rights of the Beneficiary under this Bank Guarantee shall be forfeited, and we shall be released and discharged from all liabilities there under.

[Insert the address of the Bank with complete postal branch code, telephone and fax numbers, and official round seal of the Bank]	*[Insert signature of the Bank's Authorized Signatory]*
Attested	
…………………………. [Signature] (Notary Public)	
Place: ………………………….	Date: …………………………….

INSTRUCTIONS FOR SUBMITTING BANK GUARANTEE

1. Bank Guarantee to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.

2. The Bank Guarantee by Bidder shall be given from any Scheduled Commercial Bank.

3. The full address along with the Telex/Fax No. and e-mail address of the issuing bank to be mentioned.

Form 7: Format of Covering Letter by Sole bidder/ Lead Consortium Member

[Covering Letter shall be on the official letterhead of the Sole bidder/ Lead Consortium Member of the Bidding Consortium]

[Reference No.]
From:
[Address of the Lead Consortium Member/ Sole Bidder]
[Telephone No., Fax No., Email]
[Date]

To:
[Utility]
[Address]

Sub: Bid for Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project

Ref: [Tender Details]

Dear Sir/ Madam,

We, the undersigned ……………. *[Insert name of the Sole Bidder/ Lead Consortium Member]* having read, examined and understood in detail the RFP for Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project hereby submit our Bid comprising of Technical and Financial Bids.

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

2. **Fulfilment of Eligibility**
We undertake that we fulfil the Eligibility Criteria stipulated in the RFP and fulfil all the eligibility requirements as the Lead Consortium Member/ Sole Bidder as outlined in the RFP.

We hereby confirm that in accordance with Clause 1.8 of this RFP, we are herewith submitting legally binding undertaking supported by a board resolution from the ………………….....*[insert name of Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be]* that all the equity investment obligations of …………………. *[insert name of the Sole Bidder/ Lead Consortium Member]* shall be deemed to be equity investment obligations of the …………………… *[insert name of Technically Evaluated Entity and/or Financially Evaluated Entity or its Ultimate Parent Company, as the ease may be]* and in the event of any default by………………....... *[insert name of the Sole Bidder/ Lead Consortium Member]*, the same shall be

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

3. Bid Security

We have enclosed a Bid Security of [Amount] in the form of a Bank Guarantee No. …………….
[Insert Bank Guarantee Number] (OR Demand Draft) dated ……………. *[Insert date of the Bank Guarantee]* from …………….*[Insert name of Bank providing Bid Bond]* and valid up to [Date].

4. No Deviation

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

5. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by Utility in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.
We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to fulfilling our obligations as per the RFP.

6. Familiarity with Relevant Indian Laws and Regulations

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

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

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

8. Contact Person

Details of the contact person representing our Bidding Consortium / the Sole Bidder (registered Company) supported by the Power of Attorney are furnished as under:
Name: …………………………………………….
Designation: ………………………………………….
Company: ………………………………………….
Address: ………………………………………….
Mobile: ………………………………………….
Phone: ………………………………………….
Fax: ………………………………………….

Section 4. Bidding Forms – Technical Proposal

Email: …………………………………………………….

1. We are submitting herewith the Technical Bid containing duly signed formats, both in electronic and physical forms, (duly attested) as desired by you in the RFP for your consideration.

2. We are also submitting herewith the Financial Bid in electronic form only, as per the terms and conditions in the RFP.

9. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from Utility.

10. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

11. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of 1 (one) year from the Bid Submission Deadline.

12. We confirm that we have not taken any material deviation so as to be deemed non-responsive with respect to the provisions stipulated in the RFP.

13. We confirm that no order/ ruling has been passed by any Competent Court or Appropriate Commission against us or any of our Consortium members in the preceding 1 (one) year from the Bid Submission Deadline for breach of any contract and that the Bid Security submitted by us or any of our Consortium Members has not been forfeited, either partly or wholly, in any bid process in the preceding 1 (one) year from the Bid Submission Deadline.

14. We confirm that we are not currently blacklisted by any Govt. Organization or Regulatory Agencies or Govt. undertaking.

15. We confirm that we are not currently banned/ debarred by the KSEBL or any of its subsidiaries/ holding company.

16. We are registered/ exempt from registering in accordance with applicable laws
[Evidence of valid registration by the Competent Authority shall be attached if applicable]

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

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

Form 8: Format of Consortium Agreement to be entered amongst all Members of a Bidding Consortium

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country.]

FORM OF CONSORTIUM AGREEMENT BETWEEN
M/s…......................................, M/s. ...., M/s. ...., AND M/s. .... for bidding for Tender No. [Tender Details] (the "RFP") dated [Date] as per its Clause 1.4

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

5. M/s. ...., a company incorporated under the laws of .... and having its Registered Office at ...., (hereinafter called "**Party n**," which expression shall include its successors, executors and permitted assigns);

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

WHEREAS the Parties abovenamed are entering into this Consortium Agreement for the purpose of submitting the Bid in response to the RFP and in the event of selection as Selected Bidder to comply with the requirements as specified in the RFP and ensure execution of the IT Implementation Agency Contract as may be required to be entered into with Utility.

Party 1, Party 2, Party 3, ... and Party n are hereinafter collectively referred to as the "Parties" and individually as a "Party.

WHEREAS the RFP stipulates that the Bidders applying as a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the RFP, whereby each Consortium Member undertakes to be liable for its Roles and Responsibilities, provide necessary guarantees and pay required fees as required as per the provisions of the RFP, as specified herein.
WHEREAS any capitalized term in this Agreement shall have the meaning ascribed to such term in the RFP document.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

1. In consideration of the selection of the Consortium as the Bidding Consortium by Utility, we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s... *[Insert name of the Lead Member]*, shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of M/s. ...., M/s. ...., M/s. ...., and M/s. .... *[the names of all the other Members of the Consortium to be filled in here]*.

2. The Lead Consortium Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members. The Roles and Responsibilities of all other members shall be as per the **Annexure** to this Agreement.

3. Each Consortium Member undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of collective liability envisaged in this Agreement in order to meet the requirements and obligations of the RFP. The Lead Consortium Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective Roles and Responsibilities.

4. In case of any breach of any of the commitment as specified under this Agreement by any of the Consortium Members, the Lead Consortium Member of the Consortium shall be liable to meet the obligations as defined under the RFP.

5. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

6. The Members expressly agree to adhere to all the terms and conditions of the RFP and confirm that we don't have any Conflict of Interest (as defined in the RFP).

7. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at [Place] shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

8. It is hereby agreed that the Lead Consortium Member shall furnish the Bid Security, as stipulated in the RFP, on behalf of the Bidding Consortium.

9. It is hereby agreed that in case of selection of Bidding Consortium as the SI, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Performance Security and other commitments to Utility as stipulated in the RFP and IT Implementation Agency Contract. The Lead Member shall be responsible for ensuring the submission of the Performance Security and other commitments on behalf of all the Consortium Members.

10. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the SI, shall remain valid over the term of the Project, unless expressly agreed to the contrary by Utility.

11. The Lead Consortium Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RFP for the purposes of the Bid. The representation by the Lead Member shall be deemed to be on behalf of and binding on all members of the Consortium.

12. It is expressly understood and agreed between the Members of the Consortium and Parties that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure-A forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the RFP Documents.

13. It is clearly agreed that the Lead Consortium Member shall ensure performance indicated in the RFP. In the event one or more Consortium Members fail to perform its/ their respective obligations, the same shall be deemed to be a default by all the Consortium Members.

14. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate or subcontract its rights, duties or obligations under this Agreement to any person or entity except with prior written consent of Utility.

15. This Consortium Agreement:

    a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;
    b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof; and
    c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of Utility.

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

Witness 1

[Signature of Witness 1]
....

Name:

Designation

Witness 2

[Signature of Witness 2]
....

Name:

Section 4. Bidding Forms – Technical Proposal

Designation:	
..	
N. Common Seal of .... has been affixed in my/ our presence pursuant to Board Resolution dated	For M/s. .... (Party N) *[Signature of Authorized Representative]* .... *[Name of the Authorized Representative]* *[Designation of the Authorized Representative]*
N.1. Witness 1 [Signature of Witness 1] .... Name: Designation:	N.2. Witness 2 [Signature of Witness 1] .... Name: Designation:

Section 4. Bidding Forms – Technical Proposal

Annexure-A

Role and Responsibility of each Member of the Consortium:

1. Roles and Responsibilities of the Party 1 (Lead Consortium Member):

2. Roles and Responsibilities of the Party 2

3. Roles and Responsibilities of the Party 3

.

.

N. Roles and Responsibilities of the Party N

Form 9: Format of Power of Attorney by Consortium Member in favour of Lead Consortium Member

[To be provided by each Consortium Member (other than the Lead Consortium Member) in favor of the Lead Consortium Member]

WHEREAS [Utility] has issued for Tender No. [Tender Details] (the "RFP") dated [Date] for inviting Bids in respect of Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project (the "Project") on the terms contained in the RFP;

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

WHEREAS all the Members of the Consortium have agreed under the Consortium Agreement dated …………. (the "Consortium Agreement"), entered into between all the Members and submitted along with the Bid to appoint ……….. [Insert the name and address of the Lead Consortium Member] as Lead Consortium Member to represent all the Members of the Consortium for all matters regarding the RFP and the Bid;

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

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

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

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

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

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

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

Accepted

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

Attested

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

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

1. **WITNESS1.** …………………………………………. **(Signature)**
   Name ………………………………………….
   Designation.........……………………………..
2. **WITNESS2.........………………………….....................** **(Signature)**
   Name ………………………………………….
Designation.........…………………………….__
Notes

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

Form 10: Format of Power of Attorney by Sole Bidder / Lead Consortium member authorizing an Individual Designated Representative for the consortium

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting Bids are required to follow the applicable law in their country.]

Know all men by these presents, we ………………………………………….*[Insert name and address of the registered office of the Bidder]* do hereby constitute, appoint, nominate and authorize Mr./Ms. …………………………………………… *[Insert name and residential address]*, who is presently employed with us and holding the position of ………………………………. as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to Tender No. [Tender Details] for Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project (the "Project") issued by [Utility], including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which Utility may require us to submit. The aforesaid attorney is further authorized for making representations to Utility, and providing information / responses to Utility, representing us in all matters before Utility, and generally dealing with Utility in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP.

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

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

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

Accepted

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

Attested
…………………………………..
(Signature of the executant)
(Name, designation and address of the executant)

…………………………………….
Signature and stamp of Notary of the place of execution

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

1. **WITNESS 1. …………………………………………. (Signature)**

Name ………………………………

      Designation............………………….

2. **WITNESS 2. ……………………………………… (Signature)**

Name …………………………………

Designation............…………………._

Notes:

a. *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).*

b. *In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.*

c. *Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).*

Form 11: Format of Letter of Consent by Sole Bidder/ Lead Consortium Member reviewing each element of the Bid

[On the letter head of Bidder]

[Reference No.]

From:
[Address of the Bidder]
[Telephone No., Fax No., Email]
[Date]

To:
[Utility]
[Address]

Sub: Bid for Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project

Ref: [Tender Details]

Dear Sir/ Madam,

We, ……................… [Insert name of the undersigned Bidder] being the Bidder, have read, examined and understood the RFP and RFP Documents for Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project.

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

We hereby confirm that in accordance with Clause 1.9 of Section 2 of the RFP, we are enclosing legally binding undertaking supported by a board resolution from the ……………………………………………. [insert name of Technically Evaluated Entity and / or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be] that all the equity investment obligations of ………………………….. [insert name of the Member] shall be deemed to be equity investment obligations of the ………………………………………….[insert name of Technically Evaluated Entity and / or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be] and in the event of any default…………………………………………………….. [insert name of the Member], the same shall be met by……………………………………………………... [insert name of Technically Evaluated Entity and / or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be]. *[Insert if applicable]*

The details of contact person are furnished as under:
Name   :
Designation   :

Name of the Company   :

Address   :

Phone Nos.   :

Fax Nos.   :

E-mail address   :

Dated the ……. day of ……. of 20……

Thanking you,

Yours faithfully,

…………………………...

[Signature, Name, Designation of Authorized Signatory of the Bidder and Company's Seal]

Business Address:

[Name and address of principal officer]

Form 12: Format of Summary of Audited Financial Statements

< This form needs to be submitted by Bidder >

[Reference No.]

From:
[Address of the Bidder]
[Telephone No., Fax No., Email]
[Date]

To:
[Utility]
[Address]

Sub: **Audited Financial Statement for .... [Insert name of Bidder].**
Ref: *[Tender Details]*
Dear Sir/ Madam,
This is to certify that .... *[Insert name of Bidder]* having its Registered Office at
.... *[Insert Registered Address]* are in the business of
.... *[Insert briefly the nature of the business]*, have recorded the following:

	NETWORTH FOR LAST 3 FINANCIALYEARS			
S. No.	Name of Financially Evaluated Entity(ies)	Relationship with Bidder	Financial Year (FY)	Net worth Amount (In Indian Rupees)
1.				
2.				
3.				

	TURNOVER FROM IT/SOFTWARE BUSINESS IN LAST 3 FINANCIALYEARS			
S. No.	Name of Financially Evaluated Entity(ies)	Relationship with Bidder	Financial Year (FY)	Turnover Amount (In Indian Rupees)
1.				
2.				
3.				

The above Net worth/ Turnover are arrived from our Audit Reports for the last three/ preceding financial years duly submitted to the Income Tax Department along with our Audit Reports.

Hence, we certify from the records submitted to us. Thanking you,

Sincerely yours,

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

Date: [Date]

Place: [Place]

Section 4. Bidding Forms – Technical Proposal

Form 13: Record of Similar Work Done

S. No.	Name of Technically Evaluated Entity (ies)	Relationship with the Bidder	Date of PO/ WO	Contract Period	No. of Consumer, Nodes, etc.	Description of Work	PO/ WO Value (In INR)	Confirm attachment of PO/ WO	Confirm attachment of Installation Milestone/ execution certificate
1.									
2.									
3.									
4.									
5.									

Form 14: List of Material and Services

Please Note: This need to be detailed out and customized by ITIA as per Project requirement

Form 15: Table of Compliance

The Bidder shall submit 'Clause by Clause' compliance to the RFP document including the technical specifications and functional requirements (with amendments, if any) as per the format prescribed in Form 15

. The Bidder shall annotate the Table of Contents of each section to provide a high-level summary of compliance status. In all cases, the following symbols, and no others shall be used:

- **C - Bid complies with all requirements in the adjacent paragraph.**
- **A - Bid is not compliant with the requirements in the adjacent paragraph, but a functional alternative is proposed.**
- **X - Bid takes exception to the requirements of the adjacent paragraph and no functional alternative is proposed.**

Only one symbol shall be assigned to paragraph and shall indicate the worst-case level of compliance for that paragraph. This annotation may be handwritten.

The Bidder shall also underline, on the compliance copy, all requirements to which exceptions have been taken (X) or to which alternatives have been proposed (A).

Each alternative shall be clearly and explicitly described. Such descriptions shall use the same paragraph numbering as the bid document sections addressed by the alternatives. All alternative descriptions shall be in one contiguous section of the bidder's proposal, preferably in the same volume, and titled "Alternatives." A separate section titled "Exceptions" shall also be provided containing any discussion or explanation chooses to provide concerning exceptions taken. Alternatives which do not substantially comply with the intent of the Bid documents will be considered exceptions.

Any clause which is not included in this compliance table shall be treated as "fully complied" or C.

The Utility will assess the merits of each alternative and exception and will be the sole judge as to their acceptance.

Form 16: Format for Technical & Financial Requirement- Relationship & Details of Equity Shareholding

[Reference No.]
From:
[Address of the Bidder]
[Telephone No., Fax No., Email]
[Date]

To:
[Utility]
[Address]

Sub: Bid for Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project

Ref: [Tender Details]

Dear Sir/ Madam,

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

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

NOTES:
  i)   In case of Parent, the equity holding of the Parent in the Bidder, need to be specified,
  ii) In case of Affiliate under direct control of Bidder, the equity holding of the Bidder, needs to be specified.
  iii) In case of Affiliate under common control of Parent, the equity holding of the Parent in the Affiliate of the Bidder, needs to be specified.
  iv) Relationship Of Parent / Affiliate with Bidder to be at the most seven (7) days prior to the Bid Deadline

Yours faithfully

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

Name: …………………………….
Date: ………………………………
Place: ………………………………

………………………………………
(Signature and Stamp of statutory Auditors of Bidder)

Name: …………………………….
Date: ………………………………
Place: ………………………………
Date: ………………………………

Form 17: Authorization from Parent / Affiliate of Sole Bidder/ Consortium Member Whose Technical / Financial Capabilities has been used by the Sole Bidder / Consortium Member

[On the Letter Head of the Parent /Affiliate]

[Reference No.]

From:

[Address of the Parent / Affiliate of Bidder]

[Telephone No., Fax No., Email]

[Date]

To:

[Utility]

[Address]

Dear Sir,

Sub: Bid for Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project

We refer to the RFP dated……………………. ('RFP') issued by you for selection of Bidder as IT Implementation Agency for establishing the Utility IT/OT Applications for "……………………………………[Name of Project]".

We confirm that M/s. .... [lnsert name of Bidder] has been authorized by us to use our technical and/or financial capability [strikeout whichever is not applicable] for meeting the Qualification Requirements for "…………………………...[Name of Project]".

For and on behalf of …………………………… [insert Name of Parent / Affiliated]

………………………………………

[Signature and Name of the authorized signatory of the Company and stamp]

Name: …………………………….

Date: ………………………………

Place: ………………………………

Notes:

1. The above undertaking can be furnished by Ultimate Parent of Technically Evaluated Entity or Financially Evaluated Entity, as the case maybe, if legally binding undertaking is also furnished by the Ultimate Parent on behalf of such Financially Evaluated Entity/Technically Evaluated Entity.

Form 18: Pre-Contract Integrity Pact

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting Bids are required to follow the applicable law in their country.]

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 2021, between, on one hand, the ………………… (Name of Owner) acting through Shri…… (Name and designation of Project Manager) (hereinafter called the "BUYER", which expression shall mean and include, unless *the* context otherwise requires, his successors in office and assigns) of the First Part and M/s……… (Name of Bidder) represented by Shri___,   Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS   the BIDDER   is   a   private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU/Utility/Department of State Govt. performing its functions on behalf of the ……………… (Name of owner).

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the

bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach

2.0 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERs

3.0 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or for bearing to show favour or disfavour to any person in relation to the contract or any other contract with Government.

3.3 BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

3.4 BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original

manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially 'or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in

India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs 5 lakhs (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of
(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
(iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of ….. years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the' Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason, therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to

the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the UBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss 'or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or anyone   employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. DELETED

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at ……………on……………………

BUYER   BIDDER
Name of the Officer   XXXX
Designation

Witness   Witness
1………………………..   2……………………………….
2……………………….   3…………………………………..

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers

Form 19: Format of Agreement to be entered by sub-contractors with the Sole Bidder/ Lead Member of a Bidding consortium

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country.]

FORM OF AGREEMENT BETWEEN

M/s…..., AND M/s. .... for bidding for Tender No. [Tender Details] (the "RFP") dated [Date] as per its Clause 1.4

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

[The Sub-contractor should list the name, address of its registered office and other details above.]

WHEREAS the Parties abovenamed are entering into this Agreement for the purpose of submitting the Bid in response to the RFP and in the event of selection as Selected Bidder to comply with the requirements as specified in the RFP and ensure execution of the Contract as may be required to be entered into with Utility.

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

WHEREAS the RFP stipulates that the sub-contractors shall submit a legally enforceable Agreement in a format specified in the RFP, whereby each sub-contractor undertakes to be liable for its Roles and Responsibilities, provide necessary guarantees and pay required fees as required as per the provisions of the RFP, as specified herein.

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

1. In consideration of the selection of the bidder by the Utility, we as the sub-contractor to the sole bidder/ lead member of the bidding consortium and Party to this Agreement do hereby unequivocally agree that M/s... *[Insert name of the Sole bidder/ Lead member of the Bidding consortium]*, shall act as Lead Member as defined in the RFP for self and agent for and on behalf of M/s. ...., *[the name of the sub-contractor to be filled in here]*.

2. The Roles and Responsibilities of the sub-contractor shall be as per the **Annexure** to this Agreement.

3. Th sub-contractor undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of collective liability envisaged in this Agreement in order to meet the requirements and obligations of the RFP. The Bidder shall be liable and responsible for ensuring the individual and collective commitment of the sub-contractor in discharging their respective Roles and Responsibilities.

4. In case of any breach of any of the commitment as specified under this Agreement by the sub-contractor, the Bidder shall be liable to meet the obligations as defined under the RFP.

5. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Bidder under these presents.

6. The Members expressly agree to adhere to all the terms and conditions of the RFP and confirm that we don't have any Conflict of Interest (as defined in the RFP).

7. This Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at [Place] shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

8. It is further expressly agreed that the Agreement shall be irrevocable and, for the SI, shall remain valid over the term of the Project, unless expressly agreed to the contrary by Utility.

9. The Bidder is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Sub-contractor respectively from time to time in response to the RFP for the purposes of the Bid. The representation by the Bidder shall be deemed to be on behalf of and binding on the sub-contractor.

10. It is expressly understood and agreed between the Bidder and the sub-contractor that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto as Annexure-A forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the RFP Documents.

11. It is clearly agreed that the Bidder shall ensure performance indicated in the RFP. In the event the sub-contractor fails to perform its/ their respective obligations, the same shall be deemed to be a default by the Bidder Member.

12. It is hereby expressly agreed between the Parties to this Agreement that neither Party shall assign or delegate or subcontract its rights, duties or obligations under this Agreement to any person or entity except with prior written consent of Utility.

13. This Agreement:

a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;

b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof; and

c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of Utility.

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

Witness 1

[Signature of Witness 1]
....
Name:

Designation Witness 2 [Signature of Witness 2] .... Name: Designation:	
..	
N. Common Seal of .... has been affixed in my/ our presence pursuant to Board Resolution dated	For M/s. .... (Party 2) *[Signature of Authorized Representative]* .... *[Name of the Authorized Representative]* *[Designation of the Authorized Representative]*
N.1. Witness 1 [Signature of Witness 1] .... Name: Designation:	N.2. Witness 2 [Signature of Witness 1] .... Name: Designation:

Annexure-A

Role and Responsibility of each Member:
1. Roles and Responsibilities of the Party 1 (Bidder):
2. Roles and Responsibilities of the Party 2 (Sub-contractor)

Form 20: Manufacturer Authorisation Form (MAF)

(On Letterhead of each OEM)

To: [Insert: Name of Utility]

Dear Sir/Ma'am,

We [insert: name of Manufacturer] who are established and reputable manufacturers of [insert: name and/or description of the plant & equipment] having production facilities at [insert: address of factory] do hereby authorize [insert: name & address of Bidder] (hereinafter, the "Bidder") to submit a bid, and subsequently negotiate and sign the Contract with you against [insert: title and reference number of Invitation for Bids] including the above goods and services.

We hereby extend our full guarantee and warranty for the above specified plant & equipment materials or other goods offered supporting the supply, installation, commissioning and achieving of Operational Go-live of the plant by the Bidder against these Bidding Documents, and duly authorize said Bidder to act on our behalf in fulfilling these guarantee and warranty obligations. We also hereby declare that we and ……………, [insert: name of the Bidder] have entered into a formal relationship in which, during the duration of the Contract (including warranty / defects liability) we, the Manufacturer or Producer, will make our technical and engineering staff fully available to the technical and engineering staff of the successful Bidder to assist that Bidder, on a reasonable and best effort basis, in the performance of all its obligations to the Purchaser under the Contract.

For and on behalf of [insert: name of Manufacturer]

Signed: _____

Date: _____

In the capacity of [insert: title of position or other appropriate designation] and this should be signed by a person having the power of attorney to legal bind the manufacturer.

Date:....................

Place:...................   (Signature)..................................…........………..

                                             (Printed Name).................................…………

(Designation)...............…………...............................

(Common Seal)…………........…..…….......................

Note:

1. The letter of Undertaking should be on the letterhead of the Manufacturer and should be signed by a person competent and having Power of Attorney to legally bind the Manufacturer. It shall be included by the Bidder in its bid.

2. Above undertaking shall be registered or notarized so as to be legally enforceable.

Section 5. Financial Proposal - Forms

Sr.	Document	Attached? (Yes/ No)	For Official Use
1	Financial Bid as per format provided in Form 1		

Section 5. Financial Proposal – Forms

Form 1: Format of Submission of Financial Bid (For Reference Only)

[IMPORTANT NOTE: THE FINANCIAL BID SHALL ONLY BE SUBMITTED IN THE ELECTRONIC FORMAT. IT SHALL NOT BE SUBMITTED IN HARD COPY OR AS A PART OF THE TECHNICAL BID.]

[On the letter head of the Sole Bidder / Lead Consortium Member]

[Reference No.]

From:
[Address of the Bidder]
[Telephone No., Fax No., Email]
[Date]

To:
[Utility]
[Address]

Sub: Financial Bid for Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support of IT/OT applications (Package-1) at KSEBL under RDSS project.

Ref: [Tender Details]

Dear Sir/ Madam,

We, the undersigned …......................…. [Insert name of the Sole Bidder/ Lead Consortium Member 'Party 1'], representing …......................…. [Insert name of the Consortium Member (if any) 'Party 2'], having read, examined and understood in detail the RFP for Implementation of [Utility]'s IT/OT Applications hereby submit our Financial Bid. We hereby undertake and confirm that:

A. We have submitted our Financial Bid strictly in accordance with the RFP without any deviations or condition.

B. Our Financial Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications.

C. Price quoted clearly mentions the total cost (basic cost, Goods and Services Tax, or any other taxes/duties/levies).

D. Under no circumstances shall escalation in prices of this Financial Bid be entertained by Utility except due to factors mentioned in Clause 4.3.3. of Section 7.

E. The details quoted herein shall stand valid at least for 6 months from the date of submission of this Financial Bid and for implementation of Project, if awarded, as per the timeframe indicated in the RFP.

F. Our Total Cost of the Project for the contract period is INR………; and the quoted price will be a fixed for the entire contract duration

G. Our quoted prices are as per the Annexure attached herein.

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

Thanking you,

Sincerely yours,

[Insert Signature here]
[Insert Name here]
[Insert Designation here]

Annexure: Quoted prices for the Financial Bid.

<Please Note: The items are indicative only. This needs to be detailed out and customized by Utility basis project requirement. Any variation in GST and or cess on the Items specifically mentioned above shall be on account of the Utility and no other items including hardware and software that may be necessary for putting the IT/OT Applications in place>

Total Cost of the Project (E) = **INR [X] (in words)**
Necessary Considerations
1. Rates will be quoted in INR up to two decimal places only.
2. Total Bid Value (total quoted project cost) will be assessed on the basis of quoted rates for the given respective normative quantities and the number of months of IT/OT (60 months).
4. The bidder with the Lowest Total Bid Value will be declared as the successful L1 bidder.
5. It may be noted that the normative quantities given are only the indicative estimated quantities for the purpose of bidding and evaluation. The actual quantities for IT/OT Applications services may vary to the extent as specified in the RfP.
Table-2: Financial Bid Break up (Break-up of the total financial bid price given in Table-1 to be provided in the following table. In case of any discrepancies, figures in Table-1 would be considered.)

Section A - IT/OT Application Implementation Cost

Sl. No.	Components	Quantity(B)	Unit(A)	Total Amount without GST in Rs (C)
1	Cost of design, development, testing, commissioning, migration, integration & operations of Web Self Service & Centralized Customer Database (WSS & CCDB) as defined in the RFP, scope and SRS Cost	1	No	
2	Cost of design, development, testing, commissioning, migration, integration & operations of Business Warehouse and Management Information System (BW&MIS) as defined in the RFP, scope and SRS	1	N0	
3	Cost of design, development, testing, commissioning,	1	N0	

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	migration, integration & operations of Document Management System (DMS) as defined in the RFP, scope and SRS			
4	Cost of design, development, testing, commissioning, migration, integration & operations of Energy Audit (EA) as defined in the RFP, scope and SRS	1	N0	
5	Cost of design, development, testing, commissioning, migration, integration & operations of Employee Self Service & Management Self Service (ESS & MSS) a defined in the RFP, scope and FRS	1	N0	
	Total in figures (In INR)			

Section B -ATS Cost (For 5 Years)

Sl. No.	Description	Quantity(B)	Unit (A)	Rate per year in figures including all taxes except GST (C)	Total Amount for 5 years in Rs inclusive of all taxes excluding GST (in figures) (D=CxB)
1	ATS Cost for Web Self Service & Centralized Customer Database (WSS & CCDB)	5	Years		
2	ATS Cost for Business Warehouse and Management Information System (BW&MIS)	5	Years		
3	ATS Cost for Document Management System (DMS)	5	Years		
4	ATS Cost for Energy Audit (EA)	5	Years		
5	ATS Cost for Employee Self Service & Management Self Service (ESS & MSS)	5	Years		

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	Total in figures(In INR)		

*Section C - Manpower Cost for Change Request

Sl. No.	Components	Quantity (B)	Unit (A)	Person per day rate in figures including all taxes except GST (C)	Total Amount for 5 years in Rs inclusive of all taxes excluding GST (in figures) (D = CxB)
1	Architecture Specialists (Experience- 10+ years)	30	Days		
2	Security Specialists (Experience- 10+ years)	30	Days		
3	Integration Specialists (Experience- 10+ years)	30	Days		
4	Data Base Developer- Sr. (Experience- 5+ years)	30	Days		
5	Web/ Mobile Application Developer- Sr. (Experience- 5+ years)	30	Days		
6	Core Application Developer- Sr. (Experience- 5+ years)	30	Days		
7	Data Base Developer- Jr. (Experience- Less than 5 years)	30	Days		
8	Web/ Mobile Application Developer- Jr. (Experience- Less than 5 years)	30	Days		
9	Core Application Developer- Jr. (Experience- Less than 5 years)	30	Days		
	Total in figures (In INR)				

* For financial evaluation only Section A & Section B of BoQ will be considered. The rate from Section C will be considered only if need arises during the project period

BoQ - RDSS IT/OT Grand Total

Sl. No.	Components	Amount in Rs inclusive of all taxes excluding GST (in figures)

1	IT/OT Application Implementation Cost (Total of Section A)	
3	Annual Technical Support (ATS) Cost (Total of Section B)	
Total Cost (Excluding GST) (In INR)		

Note:

Any item/ material either hardware or software required to meet the functionality specified in the tender document whose related component is missing in the above table has to be accounted by the Bidder and the price of the same is assumed to be reflected and taken care in the price specified to the Utility by the Bidder in this commercial bid. Utility is liable only to pay the Contract price as per the payment terms mentioned in the RFP to meet all the requirements as specified in the RFP

Section 6. Project Requirements

IT/OT Application Requirements and Service Level Agreement

Table of Contents

IT/OT System Requirements & Service Level Agreements

1   Detailed As-is study and Designing IT/OT applications:

a   ITIA shall carry out As-Is Study for existing Enterprise Architecture, IT Applications & Solutions, Utility Business process, End user's competency etc. along with requirement gathering workshops to identify the Gaps and areas of improvements in current state of the Utility. The ITIA will take the necessary inputs and approval on the formulated As-Is Status report from Stakeholders/Nodal Officers of Utility.

b   ITIA will identify and make suggestions on existing IT Applications & Solutions which needs to be phased out post implementation of the IT/OT applications.

c   ITIA shall formulate the To-Be Document, Business & Process Design Documents, Technical Design Documents – HLD & LLD including Data Conversion and Migration Strategy based on the requirement gathering workshops inline with the Scope of project.

d   ITIA shall carry out detailed Functional Requirement study, System Requirements Study and Finalize Business Blueprint Design for IT/OT applications

2   Brief Scope of work

I. Web Self Service (WSS) & Centralized Customer Database (CCDB)

Web Self Service (WSS)

KSEBL has envisaged a web-based self-service portal based on state-of-the-art technology, a system that would allow us to provide better service to our customers by enabling them to quickly find the answers they need. It shall provide a high-quality experience for the customers and business associates that will provide them with a user-friendly portal that will make it easy for them to communicate with the utility through the web instead of direct phone calls or visits. This portal will also act as a source of information for the customers regarding policies and procedures. This in turn will improve customer satisfaction and reduce workload on the employees.

When a customer enters the portal, they should be able to easily find utilities help center, self-service materials, information, etc. After all, the point of self-service is to keep the process of customer support as simple and easy to navigate as possible. The portal shall be able to have the analytical capability with the data available in the WSS portal.

Centralized Customer database (CCDB)

The Commercial Database of Consumer is to be developed based on the Consumers Billing Database available with the Utility and the GIS based consumer and asset data base developed/being developed. The system is to be developed and installed as per specification and shall be capable of accepting the data that will be made available. It should also be capable of appending any required attribute etc and performing the entire intended task. After the first installation, the database is updated online in real time and taken into the system for routine functioning.

(SRS of WSS and CCDB is attached as Annexure I)

II. Business Warehouse and Management Information System (BW & MIS)

KSEBL intends to deploy AI based Centralized Data Warehouse, Business Intelligence (BI), Advance Analytics solution & MIS at an enterprise level by integrating data from multiple heterogeneous sources (business information of various IT applications) to in-depth analysis and automate the information reporting and decision support system of the organization. The objective of this project is to deploy a scalable & agile advance analytics platform to have the capabilities of predictive analytics and shall cater BI & reporting for the management based on available data. The reporting framework has capabilities of high data exploration, slice & dice and availability of the reports on the mobile & tablets for quick decision making.

The Advance Analytics is to help in getting deep insights to corporate level objectives, key performance indicators (KPIs) and in generating specific targeted results linked to these KPIs. These KPIs shall be made available to concerned department in dashboard and it can be further drilled down to derive desired results. Performance monitoring will require clear targets for each of the measures as well as periodic reporting of actual results. The system shall be capable of notification to respective metrics owners in case of exceptions or deviation from the respective targets as well as provisions for providing explanation for the deviation. The BI tools shall aid business users in analyzing performance metrics and extracting insights in real time.

MIS application is to be integrated with applications such as CCC, SLDC, SCADA, Smart meter, OMS etc.

(SRS of BW & MIS is attached as Annexure I)

III. Document Management System (DMS)

KSEBL would like to implement Document Management System (DMS) an automated software solution for organizing, securing, capturing, digitizing, tagging, approving, and completing tasks with KSEBL business process files. The Centralized Enterprise Document Management solution having the features of securely archiving business documents of all types, making them available in a flexible way, and using them efficiently. Regardless of the format and source, the solution shall manage linking documents electronically. The Document management software with File management and Mail management system shall be integrated with KSEBL existing and upcoming applications and shall be capable of keeping a record of the various versions of the documents created and modified by different users of (history tracking). The bidder shall provide necessary documentation and training.

KSEBL intends to carry-out digitization and preserve documents for future reference / regulatory / audit requirements; minimize paper movement, to improve productivity and to improve the Turnaround Time (TAT) for services delivery thereby enhancing customer satisfaction, etc.

(SRS of DMS is attached as Annexure I)

IV. Energy Audit

Energy Audit Module is the key to a systematic approach for decision-making in the area of energy management. Monitor important distribution parameters, capture hierarchical view of energy accounting, intelligent analysis tools for plugging loop holes and identifying revenue

leakage, adding into perform network planning and management activities, calculate / identify technical and commercial losses at any point in the network.

(SRS of EA application is attached as Annexure I)

V. Employee Self Service & Management Self Service (ESS &MSS)

Employee Self Service (ESS)

Employee Self-Service (ESS) is a system or platform that allows employees to access and manage their own personal and professional information independently. It is a component of human resources (HR) management systems designed to streamline and automate various HR tasks, reducing administrative burden and improving efficiency for both employees and HR departments. Employee Self Service is a web enabled tool used to update their own data by the employee themselves. It allows employees to create, display, and change their own data. Managing all transactions and data related to the entire life-cycle of employee management from recruitment to retirement and Pension processing.

Scope of work for Employee Self-Service (ESS):

1. Personal Information Management: Update and maintain personal details such as contact Information, address, and emergency contacts. Manage and review personal profile information and preferences.
2. Leave Management: Submit leave requests and view leave balances. Track the status of leave applications and manage time-off requests.
3. Payroll and related matters: Access payroll information, including pay, DA, allowances, Other Bills, Credited to account, deductions, update tax, pension process etc.
4. Benefits Management: Enroll in and manage various employee benefits, such as health insurance, retirement plans, and other company-provided benefits. Access and update beneficiary information and coverage options.
5. Training and Development: Enroll in training programs and view available learning opportunities. Stream educational videos and access training materials relevant to current or new roles.
6. Document Management: Upload and attach necessary documents related to training, certifications, and personal records. Access and review important company documents and policies.
7. Performance Management: View performance review schedules and feedback. Set personal goals and track progress in alignment with performance objectives.
8. Request Management: Raise and track tickets for HR-related issues, such as system access problems or benefits inquiries. Monitor the status and resolution of submitted requests.
9. Notifications and Alerts, Read and Acknowledge Company Policies: Employees can read and acknowledge receipt of company policies, procedures, and other important notifications and informations
10. Employee Attendance: Employee can register their attendance(Regular and shift) with location / Geofencing method and employees can view their own attendance on the ESS Portal.
11. Work Shifts schedule and management: Employees can view, schedule, and edit their work shifts, ensuring they are aware of their work hours and can make adjustments as necessary.
12. View Appraisal And Disciplinary Proceeding's and associated information's

Managerial Self-Service (MSS)

Manager Self-Service (MSS) empowers employee managers by providing access to essential personnel data for their direct reportees, including leaves, performance, and more. The MSS

interface mirrors that of the Employee Self-Service (ESS) system, ensuring a consistent and user-friendly experience.MSS provides managers with the tools they need to manage their teams more effectively. Manager Self Service is a web enabled tool used for Managers to take report or update the data of subordinate. It is a web based application designed for the people who carry out management tasks. This Manager Self Service is designed for all employees who perform management tasks at an operational level.

Scope of work for Managerial Self-Service (MSS):

1. Access to Personnel Data: View essential data for direct reportees, such as contact information, job titles, and department details. Monitor and track leave balances, time-off requests, and attendance records.
2. Performance Management: Review performance appraisals and feedback for direct reportees. Track individual goals and objectives, and update progress.
3. Leave and Time-Off(period during which an employee is not at work and is not performing their job duties.) Management: Approve or reject leave and time-off requests. Access real-time information on team leave schedules to manage staffing levels.
4. Learning and Development: View and assign relevant training courses and development programs to direct reportees. Track the completion status of assigned training modules and certifications.
5. HR Task Management: Update team members' information in the HR system, such as changes in roles, promotions, or contact details. Facilitate the on-boarding and off-boarding processes by managing necessary documentation and task completion.
6. Compliance and Reporting: Generate compliance reports to ensure team adherence to company policies and regulations. Monitor real-time data and analytics to support decision-making and strategic planning.
7. Employee Relations:Address and resolve issues related to direct reportees, including grievances, disciplinary actions, and conflict resolution. Maintain records of all employee interactions and resolutions.
8. Document Management:Access and manage important HR documents, such as performance reviews,contracts, and policy acknowledgments. Ensure secure storage and confidentiality of sensitive employee
information.
9. Communication and Feedback: Facilitate regular communication with team members through the MSS platform. Collect and provide feedback to and from direct reportees.
10. Work Shifts schedule and management:Work schedule change, Shift plan change, view, schedule, and edit their work shifts can make adjustments if necessary.
11. Disciplinary cases: This module covers the process of managing disciplinary cases in the organization as per the provisions; it is proposed that the complete workflow from reporting of an misconduct to issuing a show cause notice or initiating a disciplinary enquiry and award of punishment shall be carried out in the system.
12. Administration: Managerial-level administration of all types of HR-related tasks and work allocation, such as approving or denying leave requests, viewing team absences and attendance, managing job postings, and more. Managers can able to connect with their employees from any location, which facilitates a more engaged workforce.

(FRS of ESS & MSS is attached as Annexure II)

3   Supply, installation, integration, testing and commissioning of:

IT/OT system together with relevant database, licenses, and other software in conformance to Industry standards.

a. ITIA shall prepare and submit a detailed project plan for the software development /customization.

b. The IT Implementation Agency shall deploy a dedicated team experienced in installation, configuration, customization, integration and testing, implementation, deployment of the proposed IT/OT system.

c. For customizations which are not part of the functionality of the offered product, IT Implementation Agency must keep level of customization to a bare minimum depending upon offered functionalities and best practices. This is important to ensure that future upgrades, enhancements, and bug fixes are not impacted. Every custom development must be documented in detail and the code / script should be properly annotated with comments.

d. Configuring the specific IT/OT application modules, third party bolt-on applications, development of interfaces wherever and whenever necessary.

e. The IT Implementation Agency shall ensure that the proposed IT/OT application provide adequate interfacing mechanisms (both at the application and data level) with a view to integrate future applications of Utility. Such interfaces shall follow industry standards such as Application Programming Interface (API's) and web services, etc.

f. The IT Implementation Agency shall supply and install the application, database and related software, integration tools, along with the customized source code and requisite licenses. The IT Implementation Agency shall also describe and document the process to be followed for installing and operating the same.

g. The IT Implementation Agency shall consider stakeholder inputs when they are finalizing all processes including user interfaces, mode of data entry, storage and retrieval, output reports, queries, and the application design as a whole. Essentially it is expected that the IT Implementation Agency shall follow a SDLC Agile framework in implementing the project establishing regular Conference Room Pilots.

h. ITIA to suggest industry standard best practices for backing up (archiving), purging and restoring current / future data.

i. The UAT shall be carried out in the Testing environment created. Bidder shall be responsible for setting up the Testing environment and also for creating / populating the necessary configuration data as well as master data as would be required for the purpose of UAT.

j. The patches/fixes shall be tested by the support team of IT Implementation Agency in Development environment and subsequently UAT will be done in the Testing environment before they are implemented in production.

k. ITIA shall seek OEM's advice in using high-availability and other database features like partitioning, performance tuning etc. Database best practices like indexes, custom Partitioning (using relative merits of range, list, hash, composite partitioning etc.) should be utilized to get additional performance.

4 Data Migration
4.1 Data Assessment

The study of the source/legacy systems must provide comprehensive insights into the content, structure, quality, and integrity of the source/legacy systems.

Risk Identification and Mitigation Plan for Data Migration: The IT Implementation Agency shall identify all risks associated with the data migration and enumerate mitigation measures and prepare a Risk Identification and Mitigation plan for Data Migration. The plan must address the contingency measures to be adopted during the event of a data migration failure. It must also clearly specify measures to be taken to prevent data loss. It may be preferable to consider migration of data to a backup system at the same time as the new system to address data loss due to system failures. **Data migration is required for WSS, CCDB and ESS & MSS applications.**

4.2   Data Mapping and Cleaning

A comprehensive data mapping exercise must be undertaken by the IT Implementation Agency before embarking on data migration. A good data map will detail an in-depth cross referencing of all mutual fields across the source system and the target system. It must include the following (but not limited to):
   a) Names of applicable fields -to (destination) and from (source)
   b) Lengths and data types of these fields
   c) Mapping of relationships between entities
   d) Check on the constraints, unique fields, and integrity checks
   e) Any logic involved in mapping such as string truncations or validations against any business rules.

The IT Implementation Agency shall be responsible for migration of operational data as required, including financial transaction data such as ongoing contracts, employee transaction data etc.

In the event of any gaps in data migration, the IT Implementation Agency shall discuss with Utility, document the findings, and get it approved from Utility.
   a) ITIA shall run mock data migration tests to validate the conversion programs that have been written.
   b) ITIA shall validate the data before uploading the same to the production environment.

The PITIA shall support in conducting the acceptance testing and verifying the completeness and accuracy of the data migrated from the legacy systems to the proposed solution.

4.3   Data Migration

Data Migration refers to validation and migration of data from the manual/legacy system to the new database schema, linking and Meta tagging the documents to the relevant records in the Document Management System (DMS) and conformance to quality control requirements. The data should be migrated from the current application and media to the IT/OT applications during roll out and prior to 'Go-Live' of the application.

The key data migration requirements include:
   a) Data conversion: Since there would be significant difference between existing legacy database table structures and IT/OT Applications database table structures, therefore mapping shall be done between existing tables and proposed tables and data to be made compatible for migration and migrated into new tables.
   b) Perform data cleansing for incorrect/ incomplete data.
   c) Perform validation of digitized/scanned records
   d) Obtain approval from competent authority on migrated data

The tool and solutions required for performing data migration must be designed by IT Implementation Agency after adequate study of the data to be migrated.

The IT Implementation Agency should submit data migration strategy in their bid, detailing all the activities to be performed during the data migration. Indicative broad activities to be performed by the IT Implementation Agency are as follows:

a) An assessment needs to be done to identify the database requirements for the application envisaged for this project. The data requirements in terms of master data and transaction data need to be identified, which is required for the envisaged solution.
b) Migration of complete records available in electronic form is required to be performed to acceptable quality and standards as prescribed in this RFP.
c) Development of merged database structure
d) Porting of all the data into the database
e) Final updating of the single database

4.4 Additional Requirements for Data Migration

a) The IT Implementation Agency shall migrate the data at the implementation sites of Utility.
b) The IT Implementation Agency shall formulate the "Data Migration Strategy document" which will also include internal quality assurance mechanism. This will be reviewed and approved by Utility prior to commencement of data migration.
c) The IT Implementation Agency shall incorporate all comments and suggestions of Utility in the Data Migration
d) The IT Implementation Agency shall perform mock data migration tests to validate the conversion programs.
e) The IT Implementation Agency shall ensure complete data cleaning and validation for all data migrated from the legacy systems to the new application.
f) The IT Implementation Agency shall generate appropriate control reports before and after migration to ensure accuracy and completeness of the data.
g) The IT Implementation Agency shall convey to Utility in advance all the mandatory data fields required for functioning of the proposed solution, and which are not available in the legacy systems and are required to be obtained by Utility.
h) The IT Implementation Agency shall develop data entry programs / applications that may be required for data migration in order to capture data available with / obtained by Utility in non – electronic format.
i) ITIA shall conduct the acceptance testing and verify the completeness and accuracy of the data migrated from the legacy systems to the proposed solution.
j) The IT Implementation Agency shall give the template for data migration to Utility and Utility shall furnish the required data on the templates provided by the IT Implementation Agency. The IT Implementation Agency shall furnish adequate guidelines to fill the data templates to Utility.

5 IT/OT Application Integration

ITIA shall ensure that the IT/OT applications are able to share data in industry acceptable protocols and formats. The proposed solution shall be based on an open architecture and supports various types of interoperability and integration methods including viz. SOA, API, EAI, Messaging Queuing, XML based file transfer, Flat file transfer etc.

IT/OT application must maintain integration logs that confirm the success or otherwise of the integration interface. All external systems should be integrated with the IT/OT applications based on a consistent, real-time or batch processing data exchange methodology operating in an automatic manner without any manual intervention unless specifically required.

The Bidder is expected to make note of the following application modules which are already implemented at Utility.

Sl No	Application Names
1	SAMAGRA ERP (Enterprise Resource Planning)
2	Orumanet (LT billing software)
3	HT/EHT billing software
4	AMI application (Smart meter application)
5	OMS (Outage Management System)
6	CCC/CRM
7	GIS/NA
8	EAM
9	SCADA
10	Mobile application
11	Single sign-on application

ITIA needs to propose appropriate middleware solution for integration between IT/OT application and other supporting system including but not limited to the followings:
1. All required data residing in existing legacy applications to be identified and transferred / integrated with IT/OT System.
2. End to End Integration of supplied IT/OT applications and supporting solution with existing IT /Business Solutions and applications implemented across the value chain of Utility.
3. All interfaces should self-checking so that any exceptions or data validation errors are reported by the system.
4. The integration middleware should be based on Service Oriented Architecture (SOA) and other forms of Application Program Interfaces (API) and use publish / subscribe mechanism.
5. The Solution to be proposed as part of the bid will need to be integrated with any or all the above-mentioned application modules
6. To ensure that the integration is seamless with other applications would also be in the scope of Bidder
7. Any adapters, licenses, tools, scripts etc. required for integration with the existing and upcoming IT solutions of Utility will need to be arranged by the Bidder
8. Since all the existing IT Solutions & application modules are already in production and are business critical applications which bring in huge revenue for the Utility, it will be ITIA's responsibility to ensure minimal downtime for integration and flawless integration which doesn't disrupt any of existing business processes or cause any revenue loss to the Utility.
9. The integration mechanism adopted must have minimal impact on the existing systems
10. The access to data will only be through business rules i.e., the applications will not access data directly without going through APIs managed by business rules/validation/workflow.
11. The integration middleware/interface must validate the Data to be integrated
12. It must maintain integration logs that confirm the success or otherwise of the interface.
13. Utility can arrange for a session with the IT Implementation Agency in case the IT Implementation Agency need to understand any of the existing solutions and clarify their doubts.

6 Audits and IT Security

The audit and reporting activities will be carried out by any internal authority, Product OEM, or any Third-party agency to ensure the compliance with quality and overall requirements captured in RFP for IT/OT applications to achieve the goals and objectives as envisaged by the Utility.

IT/OT System being deployed as a part of this project, will require an auditing and validation both initially as well as on an ongoing basis. The audit activities are mandatory and shall be carried out periodically inline to the timelines/frequency captured as per audit requirements of RFP. However, in case of any exception the audit and validation activities can be carried out in an ad-hoc basis, at the discretion of Utility. The IT Implementation Agency must understate to cooperate and support such audit or validation activities conducted by Utility or any of its appointed agency.

ITIA will be responsible for facilitating and extending full cooperation for audits by any internal authority, Product OEM, or any Third-party agency.

To carry out IT/OT Applications audit (OEM Audit), the cost for the iteration shall be borne by the IT Implementation Agency including the cost to incorporate any post audit suggestions /recommendations.

The audit and validation activity will be carried out to identify, assess, evaluate, and recommend on but is not limited to, the following:

a. Performance
b. Security
c. Manageability
d. Customized Source Code
e. OEM Standard and Compliance
f. Availability of Services
g. Functional and Technical Specifications
h. Policy and Procedure
i. Service level requirement
j. Software and supporting system
k. Hardware and other components
l. Project Documentation etc.

6.1 Auditing

The purpose of audit will be to assess, evaluate and assure to the management of the Utility, that the implemented IT/OT System, process, policy, and elements of systems are functioning properly and effectively to achieve the planned objectives. In case, any element of the solution is not functioning in line to the specific requirements and standards, then audit shall recommend the required corrections and corrective action.

The audit activity shall include verification, examination, and evaluation of overall solution with objective evidence to assess, that IT/OT applications has been designed, developed, implemented, and documented in accordance and in conjunction with specified requirements.

Cost of all audits shall be borne by the ITIA. The audit and validation activities under this will include but is not limited to, the following mentioned activities:

6.1.1 Service Level Agreement (SLA) Audit:

The quarterly monitoring and performance review of the IT Implementation Agency against the monthly formulated reports for SLA.

a. A designated third party or personal from Utility will review the performance of the IT Implementation Agency against the SLA.
b. The SLA reports shall be formulated based on the automated system generated reports.
c. The IT Implementation Agency shall submit the system generated monthly SLA report to the designated Nodal officer as per agreed frequency and timeline.
d. The review / audit report will form a basis of any action relating to imposing penalty on or breach of contract of the IT Implementation Agency.

6.1.2 IT/OT Application - OEM Audit

This audit activity shall include the validation and assessment of entire IT/OT Applications and supporting systems through Original Equipment Manufacturers (OEMs). The required activity shall be performed on the entire implemented solution to certify that all necessary standards, precautions, and guidelines has been adhered to achieve the optimal performance of the solution.

6.1.3   IT /Cyber Security Audit

A yearly audit of IT security and Cyber security practices by CERT-IN certified Third-party agency to assess and evaluate the implementation of security policy and vulnerability assessment. The report shall include the parameters as per the agreement with Utility and rate the security implementation in three grades i.e., Satisfactory, Requires Improvement and Unsatisfactory.

    a. Security Audit shall include but not limited to vulnerability assessment, penetration testing, application security assessment, application assessment for entire infrastructure.

    b. Third party agency shall be responsible for implementation of information security controls and perform periodic assessment.

    c. It shall propose ways to enhance the protection of IT/OT Applications & supporting cloud/ IT Infrastructure.

    d. Secure Configuration Review: Third Party Agency shall review the security configuration of IT/OT Applications and provide the detailed report that include the recommendations for remedial actions.

6.1.4   Reporting

The IT Implementation Agency shall provide the necessary support and co-operation for overall monitoring of the IT/OT System. For purpose of monitoring the IT Implementation Agency shall provide the system generated reports with a provision of further detailed analysis, if required.

The IT Implementation Agency shall formulate an exhaustive list of required reports and seek the concurrence of Utility. The IT Implementation Agency should submit the reports on a regular basis in a mutually agreed format. Each report shall be circulated and submitted to the designated Nodal Officer of Utility in the format mutually agreed upon.

7   Training Requirements

The primary objective of the training is to achieve 100% user adoption through technical and behavioral competencies covering all end users of Utility. Training shall be provided in both Second Language & English Language as required, mostly in Second Language to Field Staffs. The ITIA shall propose a training plan (including training curriculum and calendar) so that there is a proper transfer of knowledge about the deployed IT/OT applications to utility staff.

The audience of the trainings shall vary for each type of training. IT/OT Solution training will be given to all Technical & Non-Technical employees of the Utility. The end user training for various IT/OT applications and other associated systems shall be for the users of the respective modules of the system. The ITIA shall provide training sessions to all employees from lower level to higher level including officers from Utility on the domains listed in below table.

Training for Employees of Utility in case of IT/OT Applications shall be on below areas:

a. **Professional Training (Implementation team) -** This is the training for the core group of implementation team of the Utility. The Implementation/Core team will comprise of members from IT domain. Each member would be trained in the relevant function / module. This Training would be required to be given to approximately 10 personnel for IT/OT applications. It is the responsibility of the IT Implementation Agency to deliver this training. Standard curriculum designed and agreed by the Utility for all IT/OT applications, preferably from the OEM partner or OEM's certified training partner shall be arranged for each group.

b. **Training of Trainers (ToT) -** The IT Implementation Agency will provide training to nearly 50 ToT users in IT/OT applications. Training documents should also be provided for ToT users. Separate training environment(test setup) is to be established by ITIA for ToT.

8   Annual Technical Support (ATS)

a) All software should be supplied with applicable OEM warranties and support (including back-to-back) for the entire duration of the project. During warranty period vendor must provide updates and patches.

b) Annual Technical Support (ATS) will start from the date of acceptance of the installation. ATS should cover 24 by 7 escalation supports from OEM for all software products to be provided through Phone, Email or Onsite visit depending on the criticality and nature of the problem. The support must be ensured by the IT Implementation Agency.

c) The IT Implementation Agency must carry out any requisite adjustments / changes in the configuration for implementing different versions of the application software.

d) The IT Implementation Agency shall provide from time to time the Updates/Upgrades/New releases/New versions of the software and operating systems as required. The IT Implementation Agency must provide free upgrades, updates & patches of the software and tools to Utility as and when released by OEM. The IT Implementation Agency will implement from time to time the Updates/ Upgrades/ New releases/ New versions of the software and operating systems as required after necessary approvals from Utility about the same at no additional cost without disturbing the implemented IT/OT system.

e) The IT Implementation Agency shall provide and apply regular patches to the licensed software including software, operating system, databases, and other applications.

f) The IT Implementation Agency shall provide for software license management and control. IT Implementation Agency shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance. The IT Implementation Agency must perform periodic audits to measure license compliance against the number of valid End User software licenses consistent with the terms and conditions of site license agreements, volume purchase agreements and other mutually agreed upon licensed software terms and conditions and report to Utility on any exceptions to ITIA's terms and conditions, to the extent such exceptions are discovered.

g) The IT Implementation Agency shall manage complete OEM technical support for all the licensed software problems and/or questions, technical guidance, defect, and non-defect related issues. The IT Implementation Agency shall provide a single-point-of-contact for software support and provide licensed software support including but not limited to problem tracking, problem source identification, problem impact (severity) determination, bypass and recovery support, problem resolution and management reporting etc.

h) The IT Implementation Agency shall undertake regular preventive maintenance of the licensed software. If the Operating System or additional copies of Operating System are required to be installed / reinstalled / de-installed, the same shall be done as part of ATS.

9 Project Management
9.1 Project Management

The supply, development & customization, implementation, roll out and Go-Live of the IT/OT application is envisaged to be completed within a period of **12 Months** and the comprehensive ATS period shall be of 5 years which may be extendable up to (2) two more years (1+1) on the same Terms and Conditions. Beyond this it can be further extended based on a mutual discussion.

The implementation of entire IT/OT applications would consist of IT/OT application Solution, Procurement of required licenses, establishment of all integrations and Other Services to meet the requirements of Utility.

9.2 Project Timelines

1. The IT Implementation Agency (ITIA) is expected to follow the schedule as mentioned below. Each of the project activities should be accompanied with a presentation on the deliverables by IT Implementation Agency.
2. The submission of deliverable will be considered complete only after the submission of hard/soft copy of the deliverables and presentation by IT Implementation Agency.
3. The IT Implementation Agency must submit a detailed project implementation schedule including but not limited to the below-mentioned project activities and list of deliverables that would be delivered during the project implementation.
4. The table gives a set of high level of activities and corresponding expected timelines, which Utility envisions to be required as a part of this project. The IT Implementation Agency should use this list only as an indicative guideline expected in terms of activities. The IT Implementation Agency is required to furnish detailed information regarding each step of activities proposed during and after the implementation of the project.
5. ITIA shall supply the IT/OT Applications as per the schedule suggested by IT Implementation Agency and accepted by Utility.

The project activities and timelines (In Months) as mentioned in the table below is the schedule by which the required project activities shall be completed with corresponding and required deliverables. (Where, To – Date of Letter of Award)

Sl. No.	Project Phase	Timeline (In Months)
1	Letter of Award	To
2	Project Initiation	To + 1 month
3	Business Blueprinting	To + 2 months
4	Design, Customization and Deployment of application	To + 4 months
5	Completion of all integrations and testing	To + 8 months
6	Stabilization, Bug fixing and UAT	To + 10 months
7	Enterprise-wide Go-live - Rollout of all IT/OT applications in KSEBL offices and completion of training	To + 12 months
8	ATS	After successful completion of Go-live + 60 months

Note:
1. *The Project timelines and schedule mentioned above is indicative and will be finalized based on discussion and agreement between Utility and the successful Bidder (ITIA).*
2. *Initially, the IT Implementation Agency will provide draft schedule with respective deliverables to Utility for their review and feedback within stipulated timelines.*
3. *Utility will provide feedback within the agreed timelines to make necessary changes, corrections, if required. The IT Implementation Agency will be required to resubmit the revised schedule document.*
4. *Feedback and revision of documents and deliverables will be an iterative process.*

9.3   Project Governance

Putting a governance structure around Utility's future IT/OT application implementation plan is essential to ensure that project implementation stays on track and achieves its strategies, objectives, and goals. It acts as a mechanism to measure the progress of the implementation.

Overall responsibility for the implementation of all modules will remain with the IT Implementation Agency. Project progress review and monitoring will be the responsibility of PMU during project implementation phase. Utility will appoint a Single Point of Contact (SPOC) for IT Administration. Escalation of all issues related to the modules will be through this SPOC, who will also be responsible for reviewing the SLAs being met.

For the project implementation phase, supervision and reporting during implementation will be responsibility of IT Implementation Agency.

The Agency has to submit the plan for customization/deployment of application and rollout of the activities defined in the scope of work and as per terms and conditions mentioned in this tender.

Penalty will be levied on delay in execution and rollout as per the Penalties given in this tender document. Scope of work has to be completed within stipulated time period.

The complete solution comprising of all application software modules and mobile applications envisaged in this tender as per scope of work shall be deployed as per the following implementation schedule:

The commercial and other available data required shall be obtained by the agency from Utility for migration.

9.4   Minimum Resource Requirement from IT Implementation Agency

o   ITIA should ensure deployment of enough specialized and experienced manpower throughout the project to complete the successfully implementation & stabilization of the IT/OT applications in time.
o   At no stage, manpower (with requisite qualification and experience) shall be less than that committed in the bid. Such manpower shall be maintained from start of the project up to complete Go-Live stage and further during support phase.
o   ITIA must propose a team consisting of experienced and skilled professionals with relevant experience in the proposed areas. The minimum desired qualification for the key personnel has been indicated below:

9.5   Documentation and Deliverables

To ensure that the proposed IT/OT Applications & overall solution conforms to the requirements, specifications, and delivery schedule, the IT Implementation Agency shall submit the documentation and deliverables for review and approval by Utility.

The IT Implementation Agency shall obtain the approval on the relevant deliverable at each stage of project before proceeding for solution purchase, provisioning, deployment, testing, roll out, training etc. at Utility.

As part of IT/OT application implementation, the IT Implementation Agency shall submit all required deliverables as necessary for successful completion of project and required by the purchaser.

9.5.1 Deliverables Acceptance Procedure

The acceptance procedure of deliverables & overall solution for IT/OT applications shall include:
- Initially, IT Implementation Agency will provide draft deliverable for IT/OT applications & Overall solution by considering the approved project timelines for review and feedback of Utility within stipulated timeframe.
- Utility will provide feedback within the agreed timeframe to make necessary change corrections (if required).
- ITIA shall be required to re-submit the revised documents/deliverables.

9.5.2 Key Deliverables

The indicative list of project deliverables which are required to be submitted by the IT Implementation Agency shall include, but not limited to the following:

Key Deliverables	Frequency
Detailed project implementation plan with work breakdown structure along with dependencies Resource schedule & deployment plan As-Is Study report including existing business process, workflows, reporting requirement, process maps etc. Gap analysis report with identified gaps Data migration plan Exit Management Plan Business Blueprint/design documents. (High Level Design & Low-Level Design) Detailed Requirement Specifications of all applications FRS & BPML mapping document IT/OT applications – Design, Development & Customization Report IT/OT applications – Testing Report (Load, Stress, Integration, Performance Etc.) IT/OT applications Integration with Existing Solutions (Legacy, Other Systems) IT/OT applications – Integration Test Report IT/OT applications implementation & rollout strategy Application Installation Guide User training Manual User Acceptance Testing (UAT) Report	Once

9.5.3 Documentation Requirements

a) End-User Documents

Documentation will be supplied and maintained by IT Implementation Agency during the project. The ownership of all documents, supplied by ITIA, will rest with Utility. The electronic copies shall be submitted along with all the paper documents and manuals required for operating and configuring the system. The documents provided must include at least:

a) User Manual (both online and paper copies) providing detailed instructions on how to use the IT/OT system. In addition, it describes how to access, submit inputs to, and interpret outputs from the application

b) Software installation guide including the configuration of the supplied application.

c) User will have the rights to duplicate the hardcopy and soft copy for the documents created by the IT Implementation Agency without any financial and legal implications

d) Module wise - IT/OT application Training Manuals

b) Technical Documents

ITIA shall supply operation and maintenance manuals for all deliverables. These shall be in such details as to enable Utility to operate, maintain, adjust, and fix the system etc.

ITIA must ensure that the IT/OT application components being developed are thoroughly documented with comprehensive manuals and adhere to standard methodologies in software development as per ISO and/or CMMi models. The documents including but not limited to are:

a) Product installation and configuration steps

b) Application access procedures

c) User screen layout and content

d) Transaction entry procedures

e) Batch job setup, processing, and recovery/restart procedures

f) Error codes with full descriptions and recovery steps

g) Standard report layout and content

h) Internal processing controls

i) Application security

j) Operating specifications and system flowcharts

k) Database entity relationships, table formats, and data element descriptions; and Program module descriptions

l) Quality Assurance Plan Documenting the planned and systematic pattern of all actions necessary to assure confidence that the software developed will conform to the Utility functional and technical requirements.

m) Interface Control Document - Documenting the interface characteristics of one or more IT systems and documenting the Integration & interface agreements between interface owners. It contains information on both physical and data element requirements that are necessary to make the transfer of information between systems feasible.

n) Test Plan Containing information on the software test environment to be used for independent testing, the test cases to be performed, and the overall testing schedule. This includes methodology, schedule, resources, tools, procedures, environment definition, test cases, and software test results.

o) Systems Manual Detailing the data structure, table, forms, and report structures.

p) Operations Manual providing instructions for installing the application, troubleshooting, interpreting message logs, and FAQs

q) Trouble Shooting Guide/ Handbook for Helpdesk which describes the various trouble shooting methods.

9.6 Roles and Responsibilities

a) Responsibilities of the Utility

The tendering authority or any other person or committee designated by the tendering authority shall act as the nodal point for the implementation of the Contract and for issuing necessary

instructions, approvals, commissioning, acceptance certificates, payments etc. to the IT Implementation Agency. The Utility shall:

- Approve AS-IS, TO-BE, GAP Analysis, UAT and other relevant documents required for project progress as scheduled
- Provide required details for AS-IS document preparation
- Review and approval of ITIA's Project Implementation Plan;
- Provide at its expense, the electrical energy required for performance of the Project activities, installation, testing, and operation of the IT/OT applications;
- Providing necessary processes and procedures and approval for entry of all operating personnel and for working on 24x7 timeframe in all facilities that would demand such presence;
- Provide the required integration interface details of the legacy applications and related information required for integration with the IT/OT system, within 2 (two) months from date of execution of the Contract;
- Provide reasonable support to the IT Implementation Agency for the Operational Go-Live in terms of the provisions of this Contract;
- Provide necessary support to IT Implementation Agency in the Project area, in relation to (amongst others) access to Utility's premises, installation of IT/OT system, repair and maintenance services, etc. Utility shall also:
    i. Give access to IT Implementation Agency supervisor or its operation & maintenance staff to work in the Project area during the Contract Period;
    ii. Provide an office space for IT Implementation Agency personnel as mentioned in Clause 10 of this Section document within the Utility premises;
    iii. Give access to IT Implementation Agency to use existing power and water supply, and other necessary equipment, as mutually agreed with the ITIA;
- Participate in periodic review meetings as per the project governance structure and shall support with the required interventions requested;
- Be responsible for operation and maintenance of power supply system, and promptly attend to any break down including repair or replacement of any equipment used/needed for maintaining continuity of electricity supply for IT/OT application operation;
- Permit IT Implementation Agency to perform the project activities during working hours, and also after working hours as necessary, to meet the requirements of Project Implementation Plan;
- Attend to any irregularity with respect to IT/OT application operation, the cause of which has been brought to its attention by the ITIA;
- Promptly notify the IT Implementation Agency of any events or circumstances that could affect the Project outcomes, or the ITIA's Services and obligations under this Contract;
- Appoint and notify to IT Implementation Agency of the names and contact details of the Utility representative and its dedicated staff for the Project, which would include:
    i. An engineer-in-charge for each business function of the Project who shall render full support to IT Implementation Agency for Service delivery during the Term of this Contract;
    ii. A nodal officer, Utility Project Manager, to co-ordinate with IT Implementation Agency in relation to the Project.
- Certify Installation Milestone in accordance with the provisions of this Contract.

- Facilitate IT Implementation Agency for the timely implementation of the IT/OT Project and for its successful operation and maintenance during the Contract Period;
- Release payments to IT Implementation Agency as per agreed terms;
- At its own cost, replace or repair existing equipment (other than IT/OT applications), such as power lines, lighting, air-conditioning and ventilation, etc. where necessary to make the IT/OT applications operational and/ or safe from hazards and maintain in proper working condition all portions of all facilities that are not included in the ITIA's scope of maintenance;
- Provide all other necessary support as may be required from time to time.
- Provide all required infrastructure including servers in KSEBL DC/DR for IT/OT implementation

b) Responsibilities of the ITIA
- Preparation of Detailed Project Plan along with the AS-IS, TO-BE and GAP Analysis documents in line with the overall plan provided in the RFP. The same should be prepared in consultation with Utility.
- Procure, install, commission, operate and maintain requisite IT/OT applications and system softwares at KSEBL Data Center and Disaster Recovery Center
- Meet the defined SLAs for the performance of the system.
- Tickets related to IT/OT applications will be logged in the existing ticketing system in KSEBL
- Application required for ATS and SLA report generation need to be supplied by ITIA
- Implementation of IT/OT applications (including 3rd party) as per the requirements mentioned in this RFP document
- Keep all system software i.e., OS, antivirus, office applications etc., for Servers, PCs etc. at Data Centre and DRC, up to date by installing regular upgrades / patches
- On-going maintenance support, upgrades, and enhancements of the solution (including 3rd party components as applicable)
- Submit documents & deliverables as defined in the RFP
- Ensure training material for trainers to train the other users of Utility as mentioned in this RFP
- Delivering training for Utility employees
- Periodic testing of readiness of applications at DRC
- Recovery in case of failure of DC/DRC
- Data Digitization and Migration as mentioned in this RFP document
- During the maintenance phase the responsibility of overall system and version control will continue to be vested with IT Implementation Agency only and should not be outsourced
- Provide onsite handholding as mentioned in this RFP document
- Maintaining the SLA requirements as mentioned in this RFP document
- Analyzing & managing system performance, network performance, call logs, etc., as well as providing the means of monitoring the SLA metrics
- Generation of MIS reports as per the requirements of Utility
- Generation of the report for the monitoring of SLAs
- Providing Help features on the Application Modules that can be used by stakeholders such as Frequently Asked Questions (FAQ), etc. including various tests and audits as mentioned in this RFP
- Any Other as mentioned in this RFP document

10 Project Implementation Methodology

The methodology to be deployed by the IT Implementation Agency to implement the IT/OT Applications will have different work elements and activities.

All these activities and the work elements should coherently focus on achieving the following key results
- Quality of the solution deployed
- Customer satisfaction while deploying and during usage
- Successful implementation in terms of completeness and timely accomplishment of the outcome

While there are different techniques and tools available as part of the methodology, the following are expected to be part of the implementation methodology to be adopted by the ITIA

a. Workshops with different stakeholders for capturing business requirements, creating awareness of best practices, communicating the changes, building consensus on process design, for signing off the deliverables etc. These need to be organized at different intervals and in different places throughout the duration of the project as demanded by the context.

b. Stakeholder consultation other than workshops, with those stakeholders who will be identified by Utility, for the purpose of critical inputs, review, suggestions, process description etc.

c. Review sessions with different stakeholders for signing off the deliverables, walking through the deliverables for facilitating quick understanding

d. Reviews with experts from the IT/OT application OEM

e. Internal review mechanisms of IT Implementation Agency for ensuring the quality of the solution and the deliverables

f. Adoption of the review comments - effective mechanisms to adopt the changes suggested

g. Documentation of proceeding – recording the developments, discussions, deliverables, using standard methodology and native tools available with the IT/OT system

h. Work standards/practices for documentation, configuration, testing, data migration etc.

i. Training different stake holders on a continuous basis

10.1 Implementation and Support Services

Implementation Services till Go-Live
a. Commissioning of Necessary Application
b. Realization Configuration
c. Customization
d. Unit Testing
e. System Integration testing
f. User Acceptance Testing
g. Data Migration
h. Training and Change Management
i. OEM Audit Services
j. Documentation
k. Cutover and Go-Live

10.2 Commissioning of Necessary Application

a. The IT Implementation Agency will be responsible for providing a full range of services in implementation of the offered IT/OT application including integration and supporting the operation of the proposed solution during implementation.

b. **The IT Implementation Agency will provide required software and system applications for KSEBL DC & DRC**

10.3   Configuration / Customization

The IT Implementation Agency shall be responsible for installation of IT/OT Applications software, database, tools, and any other software component required for making the IT/OT application successfully operational as per the requirements of Utility. The system is to be a single instance; centralized installation servicing the entire organization. The IT/OT applications will be installed at KSEBL DC/DR.

Configuration: Based on the approved Business Design Document, the IT Implementation Agency will undertake the system configuration and customization. After completion of configuration to the IT/OT system, IT Implementation Agency shall carry out a trial run. If needed or/and the result is not up to the expectation of Utility, further reconfiguration will be done by the IT Implementation Agency in order to close any gap left in meeting the desired objective.

Customization: Utility intends to implement IT/OT Applications functionalities and the leading practices available in the offered solution, as far as practically possible. The IT Implementation Agency is required to undertake customization that may be needed in line with the changed, improved, or specific business processes requirement prepared during Business Design phase of the IT/OT Applications implementation. However, the same must be tested, accepted, and approved by Utility.

All custom development should be carried out in a controlled and planned manner with adherence to IT/OT Applications prescribed coding standards and naming conventions. The IT Implementation Agency needs to provide configuration, customization, and installation documents to Utility. IT Implementation Agency should follow disciplined approach for configuration and customization which should not restrict Utility for any future upgrades to its IT/OT applications to this effect, the IT Implementation Agency should provide a certificate from IT/OT application OEM which certifies that the IT Implementation Agency has followed disciplined approach for configuration and customization of IT/OT system, and it will not stop Utility from future upgrades.

10.3.1   Custom Developments

The IT Implementation Agency should explore all options available in Standard IT/OT applications to meet the requirements, demonstrate standard options to Utility. If Utility concludes that no option meets the requirement and the requirement is critical for business, IT Implementation Agency shall submit the case for custom development to Utility or the agency appointed by the Utility. The following details should be submitted:
   a. User Requirement Specifications
   b. Functional Specifications Document
   c. Complexity Classification under Simple/ Medium/ High, with justification
   d. Any impact to Standard functionality/ features and future upgrade
   e. Effort and Time-line Estimation
   f. Impact to project timelines/ deliverables

The utility reserves the right to seek customization to meet its unique requirements and validate the design or findings suggested as custom development by the ITIA. In case it is difficult to arrive at the reasonableness of these requirements on customization during the implementation, the same

shall be resolved through discussions. In case the issue is not settled, the same shall be referred in the first place to the Committee constituted by KSEBL. The committee may at its discretion co-opt any subject expert internal/external of the Utility who in its opinion may help in resolving the dispute. The decision of the Committee and or the subject expert internal/external of the Utility appointed by the Committee is final.

Utility reserves the right to get the functional specifications and effort reviewed by an external consultant.

10.4   Testing

As part of testing, the IT Implementation Agency shall cover all activities during the implementation process (configuration of business processes, development such as conversions, interfaces, reports) which prove that system settings are correct as per business requirement of the Utility. In doing so, the IT Implementation Agency shall include test plans, tests cases, and testing report.

The IT Implementation Agency shall create the test strategy document that defines the requirements and goals of IT/OT application configuration, determines the tools and methods used to check that the system responds correctly, determines how and when the test will be performed and recommends how the approval process should occur.

The test strategy document shall guide the project team through the implementation to ensure that planning and conducting testing activities in the various phases of IT/OT applications implementation as mentioned below.

10.4.1   Development Testing

The IT Implementation Agency shall after development and customization/configuration of the IT/OT system, conduct tests to demonstrate that the system meets all the requirements (functional and Non-Functional) specifications as brought out in this RFP and would be in accordance with the procedures detailed in the approved process document.

Based on these tests, a report would be submitted by the IT Implementation Agency for review and approval by the Utility. The test results and response times should be demonstrated by the IT Implementation Agency during the testing phases (System, integration & Stress and Load testing) at each Utility location in an environment/infrastructure as mutually agreed upon by the Utility and the IT Implementation Agency.

The development testing shall cover testing of:
   a.   Unit testing of customer-specific development
   b.   Conversions
   c.   Enhancements (User-exits and other code enhancements)
   d.   Reports

Development should be tested by the process owner to make sure that the test results (output data) are correct and reflect the business processes defined in the Business Blueprint Design.

After development unit testing is completed, all customer-specific programs and forms shall be included in the Final Integration Test

10.4.2   Integration and System Testing

The purpose of the Integration Test shall be to plan and execute the integrated components, including simulation of live operations, and analyze the results, important for the functional verification of the production system.

Integration testing shall be accomplished through the execution of predefined business flows, or scenarios, that emulate how the system will run the processes of Utility. These business flows, using migrated data from the pre-existing systems, shall be performed in a multifaceted computing environment comprising of IT/OT Applications OEM Products, third-party software if any, system interfaces and various hardware and software components. The integration tests shall build the necessary level of confidence that the solution is complete and will perform the processes of Utility.

Integration testing shall focus on cross-functional integration points, as well as end-to-end business processes. The Final Integration test plan shall start with the testing of the cross-functional integration points (touch points) and end with the end-to-end testing of critical business processes identified within the Business Blueprint.

Integration testing shall be done in two iterations.

a. The first iteration (Integration Test) shall concentrate on testing all important business processes inside the IT/OT system, starting with touch point scenarios, and ending with end-to-end-scenarios. It will be done by ITIA's functional consultants. Customer specific development like user-exits and transactions and authorizations and user roles would also be tested in the Integration Test.

b. System Testing, as a second iteration, shall focus on the most important cross-enterprise scenarios with touch points to external components, including testing of conversions, interfaces, reports, and the necessary authorizations. It will be conducted by Utility users with the guidance of project operations committee.

Integration and System tests need to be an evolutionary process that is driven from the previous testing efforts. The test cases and scenarios that were used for Baseline need to be reviewed by Utility and enhanced for the integrated and System test.

These selected cases will be combined to represent a business process flow such as a revenue cycle or a material acquisition cycle. Problems encountered during these efforts also need to be tested under an integrated environment.

10.4.3 Load and Stress Testing

Load, scalability, and stress testing would be conducted prior to commissioning & Go-Live once the System Integration testing of the configured and customized solution has been conducted successfully. The IT Implementation Agency should use suitable simulation tools in accordance with the agreed test procedures keeping in view Utility's projected future load of transactional users as proposed by IT Implementation Agency and agreed by Utility. After successful testing and its clearance with Utility, the solution would then be considered as ready for commissioning.

10.4.4 System Acceptance Testing

The IT Implementation Agency will develop acceptance test procedures and the same will need to be approved by relevant stake holders of Utility. The purpose of this acceptance is to ensure conformance to the required process operations response time, the integrity of the application after installation, and to eliminate any operational bugs.

This will include:

a. Fine tuning of the application, ensuring all required related component software are installed and any debugging required.

b. IT Implementation Agency shall conduct all tests as a part of Standard Software Testing Life Cycle (STLC)

c. IT Implementation Agency shall facilitate Utility or its nominated agencies to conduct User Acceptance Testing, Application Security testing (vulnerability testing and penetration testing) and Infrastructure Security.

d. Utility shall nominate a team to carry out acceptance testing of the various IT/OT solution modules supplied by IT Implementation Agency.

e. IT Implementation Agency shall provide training to the Acceptance Testing team prior to the commencement of the acceptance testing of system.

f. IT Implementation Agency shall setup testing environment at the hosting facilities and use virtual test servers for the same.

g. IT Implementation Agency shall provide necessary tools for logging of defects and carrying out testing if required.

h. IT Implementation Agency should provide detailed test scripts for carrying out the acceptance test of various systems supplied.

i. IT Implementation Agency shall resolve all the defects/issues identified by Utility's acceptance testing team during solution acceptance procedure/phase.

j. The software would be re-tested to ensure closure of identified defects/issues.

k. The acceptance tests will be carried out before Go-Live at site.

At the satisfactory conclusion of these Acceptance tests to the satisfaction of Utility, the implementation of the IT/OT Applications shall be considered to be complete, and a 'System Acceptance Certificate' shall be issued by the Utility within 7 days of completion. However, if any bug/error is reported by Utility, the IT Implementation Agency shall be responsible for taking the corrective action immediately.

10.4.5 Security Test

Security test is to be done by ITIA for both OEM and bespoke applications at its own cost.

10.5   Pilot Go-Live

1. After the IT/OT applications are customized and developed in line to the requirements of the Utility and all the system audits and tests are successfully cleared, a Conference Room Pilot is conducted to ensure the proper operation of the implemented IT/OT applications before an organization-wide rollout.

2. Once the Conference Room Pilot is successfully completed, the IT/OT applications are issued the enterprise wide Go-Live.

10.6   System Rollout

1. After the IT/OT applications are customized and developed in line to the requirements of the Utility, it should be deployed at the KSEBL Data Center and Disaster Recovery Center.

2. The IT/OT applications should be rolled out at all locations with after required customization, development and after the successful completion of and User Acceptance Testing (UAT), which is defined by the IT Implementation Agency.

10.7   Cutover and Go-Live

The scope of Cutover would be for each of the core and support processes. The Cutover Strategy needs to detail the sequence of activities required to achieve this and propose drawing up of a schedule for the tasks, dates, data conversion and the upload of the necessary balances and open items into the system before the Final Go-Live.

The key requirements for Cutover are as follows:

   a. The Cutover plan should detail the strategy by which the data will be uploaded for the different sites and the nature and volume of backlog transactions. Specified forms/formats/templates to put the data in.
   b. It should detail the Data elements and open item strategy logic used for planning Cutover before Go-Live.
   c. It should describe the various pre-requisites and assumptions used for each of the data elements before uploading in the live system.
   d. It should detail the various business decisions to be taken collaboratively by Utility and IT Implementation Agency for finalizing the Cutover strategy.

Utility will consider enterprise wide Go-Live of the IT/OT applications once the IT Implementation Agency has completed UAT and stabilization of the applications.

10.8 Additional requirement for IT/OT Applications Implementation

The requirement for IT/OT applications Implementation which the IT Implementation Agency will be responsible for are as follows:

1. The solution should support multitier architectures.
2. System architecture should allow infrastructure simplicity and standardization.
3. The solution software including operating system should be certified for different types of hardware.
4. The solution should have capability to present all business process and data via familiar relevant office applications and should offer integration with all relevant Forms.
5. The system should support latest OS versions and provide compatibility to future versions
6. All Utility components must be maintained with an ease, such that corrective and preventive maintenance can be performed on the system without affecting the entire working of the system.
7. The system should be designed to remove all single points of failure. The system should provide the ability to recover from failures and should also provide clustering features, thus protecting against many multiple component failures.
8. The system should have the ability to scale up as and when the new business applications and services are added without compromising the performance of the overall solution. The architecture should be proven to be highly scalable and capable of delivering high performance as and when the transaction volumes increase.
9. The system should provide application architectures that are highly granular and loosely coupled. The solution architecture design should promote flexible business process management for future scalability. The solution should be interoperable in nature and design and development should be based on Service Oriented Architecture (SOA).
10. The system is required to cover critical business function and process modules and provide modularity that should support addition / removal of one or more modules as and when required. However, these modules should be seamlessly integrated in the core application system. The solution architecture should allow minimum modifications to preserve the upgrade path.

a. The system should support standard interfaces such as adapters, APIs to interface with standard application and legacy applications.

b. The system should support real-time data updates and interfaces with software from other vendors.

c. Operating systems should have longer product life cycle (10 years or more) to avoid non-availability of various device driver (current and future) support as well as telephonic and web-based support infrastructure in place directly from OEM. The OS should be the latest version available in the market.

d. The application should have automatic way of migrating the data from existing database in case of data structure change and during transfer to new versions.

e. The system should support export and import of data possible from different legacy systems/other systems/databases in different file formats and on specified time intervals.

f. The IT/OT application should support SSL and digital certificates.

g. The system should be compatible to remote access integration.

h. The system should support the use of fault-tolerant multiprocessor architecture and cluster processing.

i. The system should support auto-switching failover to other available server in case of server failure.

j. The system should support distributed processing.

k. The system should support load balancing.

l. The Enterprise grade Server operating system should support the essential network services like Directory Services, DNS, DHCP, Radius, Web Server, Application server, Cluster services (High Availability and Fail over Support), Global File system support and virtualization.

m. The infrastructure technology stack (database, application server and other components) used by the application should be commonly used for developing custom applications that are not part of or an extension of the proposed package.

11 Exit Management and Knowledge Transfer

At the end of Contract period, the IT Implementation Agency will be required to provide the necessary handholding and transition support including all information as may be necessary and reasonable to effect as a seamless handover as practicable in the circumstances to the Utility or designated staff or any other agency that is selected for maintenance of IT/OT applications post completion of Contract with the IT Implementation Agency.

The IT Implementation Agency will provide all information, handholding, and support for all the activities and information in its possession or control at any time during the exit management period. Anything in the possession or in the control of SI, associated entity (CSP, SD-WANSP), or sub-OEM is deemed to be in the possession or control of the IT Implementation Agency. The transition and handholding process will include but not be limited to, conducting a detailed walkthrough and demonstrations of the IT/OT System, handing over all relevant documentation, addressing the queries/clarifications with respect to the working/performance levels of the DC/DR at Infrastructure, SD-WAN Service Provider (SD-WANSP), Software Licenses, handover of customized source codes, policies, and procedure document, conducting training sessions etc.

The Knowledge transfer activity is an integral part of the scope of work assigned to IT Implementation Agency. **This knowledge transfer activity will have to be carried out**

effectively, even in the case of end of Contract with the IT Implementation Agency or is terminated before the planned timelines.

Please note that this is an indicative list, any other activity, over and above these, as may be deemed necessary by the Utility or designated staff or any other agency that is selected for maintenance of IT/OT applications to meet the service levels and requirements specified in the contract are also required to be performed by the IT Implementation Agency at no additional cost.

In the case of closure or termination of the project, the Parties shall agree at that time whether, and if so during what period, the provisions of this schedule shall be applied. The Parties shall ensure that their respective associated entities will carry out their respective obligations set out in this Exit Management Schedule.

14.1 Transfer of IT/OT System

a) Utility shall be entitled to serve notice in writing on the IT Implementation Agency at any time during the Exit Management period requiring the IT Implementation Agency and/or its sub-contractors to provide the Utility with a complete and up to date list of the assets and System configurations, License details, Customized Code within 30 days of such notice.

b) Utility shall also be entitled to serve notice in writing on the IT Implementation Agency at any time prior to the end of Exit Management period requiring the IT Implementation Agency to transfer the overall control to Utility or its nominated agencies.

c) In case of contract being terminated prematurely by Utility, the Utility reserves the right to ask IT Implementation Agency to continue running the project operations for a period of 3 months after termination orders are issued. In case of contract being terminated by SI, Utility reserves the right to ask selected IT Implementation Agency to continue running the project operations for a period of 6 months after termination notice is served by IT Implementation Agency.

d) Upon service of a notice under this Article, the following provisions shall apply:

    i. All title to the assets shall be transferred to Utility, on or before the last day of the exit management period.

    ii. Payment to the outgoing IT Implementation Agency shall be made to the tune of last set of completed services/deliverables, subjected to the approval and compliance on contractual and SLA terms & conditions.

14.2 Transfer of Agreements

On the request of Utility or its nominated agency the IT Implementation Agency shall effect such assignments, transfers, licenses and sub-licenses as Utility may require in favor of the Utility or its replacement implementation agency in relation to any equipment or service, maintenance or service provision agreement between selected IT Implementation Agency and third party lessors, service providers, and which are related to the services and reasonably necessary for the carrying out of replacement services by the Utility or its nominated agency or its replacement IT Implementation Agency.

14.3 Exit management plan

The IT Implementation Agency shall prepare an Exit Management Plan for transfer of operations to the Utility or its nominated agency or its replacement IT Implementation Agency. In the event of termination or expiry of contract with Utility, without affecting services to stakeholders adversely. The IT Implementation Agency shall get this process approved by Utility. The Exit Management Plan shall include, but not be limited to, the following:

a) A detailed program of the transfer process that could be used in conjunction with a replacement IT Implementation Agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer

b) Plans for the communication with such of the IT Implementation Agency 's sub OEM, Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer

c) Plans for provision of contingent support to Utility and Replacement IT Implementation Agency for a reasonable period after transfer.

d) The IT Implementation Agency shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

e) Each Exit Management Plan shall be presented by IT Implementation Agency to the Competent authority at Utility and approved by Utility or its nominated agencies.

f) In the event of termination or expiry of Agreement, Project Implementation, or Service Levels, each Party shall comply with the Exit Management Plan.

g) During the Exit management period, the IT Implementation Agency shall use its best efforts to deliver the services.

h) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule and Contractual conditions or as mutually agreed between the IT Implementation Agency and Utility.

i) An Exit Management plan shall be furnished by the IT Implementation Agency in writing to the Utility or its nominated agencies within 90 days from the date of signing the contract.

14.4 Facilities to be provided by Client

1) Providing required details of existing Legacy system and any other Systems which are required for Integration.

2) Providing necessary approvals and signoffs on mutually acceptable conditions.

3) Arranging any meeting or workshop with the Legacy Application Owners or Vendors.

4) Necessary sitting space with adequate facilities be provided by Utility at Corporate Headquarters.

12 Payment Terms

The payments shall be strictly made based on acceptance and quality of deliverables, performance and timelines of services delivered by the IT Implementation Agency (ITIA).

The IT Implementation Agency (ITIA) should produce a completion/ installation certificate indicating "Ready-for-use" status (i.e., delivery, installation, commissioning, and successful operation of system) for respective deliverable/services for IT/OT applications, duly signed as accepted by the Utility.

1. The Contract Price shall be paid on the final accepted L1 prices quoted by the bidder, or any revised price that may be accepted after negotiation with the L1 bidder. Payment conditions is as follows :

   Amount for IT/OT Application Implementation shall be paid in four milestones:

- **Design, Customization and Deployment of application: 25% of quoted IT/OT application implementation cost (after deducting penal charges, if any)**

- **Completion of all integrations and testing: 15 % of quoted IT/OT application implementation cost (after deducting penal charges, if any)**

- **Stabilization, Bug fixing and UAT completion: Remaining 30% of quoted IT/OT application implementation cost(after deducting penal charges, if any)**

- **Enterprise wide Go-live : 30% of quoted IT/OT application implementation cost(after deducting penal charges, if any)**

2. **Quarterly ATS payments will be released on submission of invoices based on the quoted rate.**

3. The Contractor shall raise provisional invoice accompanied with verifiable summary and prescribed SLA reports to the designated engineer-of-contract in Utility for verification of work, SLA and verification of payable amounts. The actual payment shall be net of any applicable liquidated damages and/or penalty due to noncompliance of SLAs by the ITIA.

4. The Contractor's request for payment shall be made to the respective Utility, in accordance to the verified amounts, in writing, accompanied by invoices describing, as appropriate, the accepted quantities of work performed

5. No invoice for extra work/ change order on account of change management will be submitted by the Contractor unless the said extra work/ change order has been authorized/ approved by the Utility in writing.

6. If any excess payment has been made to contractor due to difference in quoted price in proposal and Contractor's invoice, or due to omission in verification of payable quantities, Utility may without prejudice to its rights recover such amounts by adjustments in subsequent invoices or by other means after notifying the Contractor or deduct such excess payment from any payment subsequently falling due to the Contractor.

7. The currency in which payment shall be made to the Contractor under this contract is Indian Rupees (INR) only.

8. The sum of all payments made to the Bidder shall not exceed the Contract Price.

9. In the event the Bidder fails to meet a particular performance criterion as mentioned under the Service Level Agreement (SLA) for cumulatively 3 (three) months in a year, resulting in the maximum penalty for the particular performance criterion, Utility may issue a SLA Default Notice to the bidder.

13 Service Level Agreement (SLA)

The Service Level Agreement (SLA) is the agreement between Utility and ITIA during the project implementation and further during support phases of the project. The SLA defines the responsibility of ITIA in ensuring the performance of Project based on agreed performance indicators as detailed in the agreement. It is expected that the IT/OT applications shall meet the minimum threshold of service defined against each level. Any degradation below this minimum threshold will attract penalties as per bands of service level met. The idea is that it triggers a proper review of any failure / performance that had been agreed upon for the project, and to find resolutions in keeping with the highest standards of service excellence.

ITIA shall be responsible for 24*7*365 management of all systems during the implementation of overall IT/OT applications and contract period. The Utility would monitor the ITIA performance and compliance to standards with respect to agreed upon SLA. ITIA shall develop and deploy all the required service level monitoring tools.

All SLA Reports should be available via UI along with all associated LOGs data (RAW Files) to Utility officers. **Utility reserves the right to change SLA at any stage of the contract through mutual discussion with ITIA.**

13.1 Service Level Agreements Monitoring

a   The Utility will carry out the quarterly monitoring and performance review of IT Implementation Agency (ITIA) against the monthly formulated reports for SLA. A designated third party or personal from Utility will review the performance of ITIA against the SLA.

b   The SLA reports shall be formulated based on the automated system generated reports.

c   The IT Implementation Agency (ITIA) shall submit the monthly SLA report to designated Nodal officer as per agreed frequency and timeline.

d   For requirement of SLA audit, the Utility may perform a visit either by internal department or by an external contractor at respective DC and DR locations.

e   The review / audit report will form a basis of any action relating to imposing penalty on or breach of contract of the ITIA.

13.2 Service Level Agreements and Targets

The service levels agreements shall be agreed by the ITIA as a key performance indicator for this engagement. These key indicators shall be used while monitoring and measuring performance of ITIA. The service level indicators have been categorized under:

1) IT/OT applications - During Implementation SLA Indicators

a) Project Implementation - IT/OT applications Go-Live

2) IT/OT applications - Post implementation SLA Indicators

a) Availability management

b) Problem Resolution and Notification Times

c) Performance related SLA

d) Services related SLA

All management tools required to monitor the performance of the service should be provided by the ITIA at no extra cost. The ITIA would be required to provide access to the management tools to the Utility for monitoring purposes and would also provide the MIS reports for overall project and SLA monitoring as a part of the contract.

IT Implementation Agency (ITIA) shall provide all the necessary diagnostic/monitoring tools and technology as requested and required by the Utility to monitor the IT/OT

applications. These tools shall monitor the product, process, and elements of the system to generate the reports and logs which can be utilized by the Utility for further improvement and enhancements of overall system.

The description of the indicative Service Level Agreement (SLA) has been presented below. A complete Service Level Agreement will be made with the successful bidder at the time of signing the contract.

13.2.1 SLA (Post Implementation)
13.2.1.1 Calculation for Post Implementation SLA

a) Uptime Calculation for the Month

1. {% Monthly Availability = [(Actual Uptime + Scheduled Downtime) / Total No. of Hours in a Month] x 100}

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

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

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

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

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

b) Downtime Calculation:

The recording of downtime shall commence at the time of registering the call and/or notifying or intimating the IT Implementation Agency (ITIA) for any downtime situation for the application/service/equipment.
Downtime shall end when the problem is rectified, and the application/ service is available to the user.
Outage under the following situations shall not be considered in down time calculation:
1. Pre-scheduled and approved preventive maintenance and health checks (Scheduled Downtime).
2. Failover time (30 minutes) in case of cluster environment. Beyond 30 minutes the service would be considered as not available and appropriate penalty shall be imposed on the IT Implementation Agency.
3. Bug in any application which causes the non-availability of a specific service and not the system as whole. Complaint redressal SLAs along with defined criticalities shall however apply

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

13.2.1.2 **Typical availability & duration of their requirement**

The criticality of the required services is categorized under the four categories/priorities i.e. Critical, High, Medium and Low Priority. Each of the Support Category is associated with respective response and resolution time. The Criticality definition chart is tabulated below for reference.

Support Category	Criteria	Maximum Response Time	Maximum Resolution time
Critical	The system is unable to be used for normal business activities. There is certainty of financial loss to DISCOM.	15 Minutes	60 Minutes
High	There is a problem with a part of the system, which impacts on UTILITY's decision making. No viable workaround is available. There is a likelihood of financial loss.	1 Hour	6 Hours
Medium	The efficiency of users is being impacted but has a viable workaround.	2 Hours	24 Hours
Low	A fault, which has no particular impact on processing of normal business activities.	8 Hours	48 Hours
Note:	Financial loss means inability to bill or collect revenue from the system		

13.2.1.3 **Availability Management**

1. Availability of IT system - High Availability is a key requirement of Utility as the application will enable Utility officials to deliver the key activities related to various activities. The expected availability of IT system should be at minimum 99%. The project must also be able to rebound or recover from any planned or unplanned system downtime, ensuring a minimal impact on the operations. The selected IT Implementation Agency should provide a single point of contact on a 24*7 basis.

2. Availability will be measured on monthly basis. Planned downtime will not be classified as unavailability. Planned downtime where both main as well redundant systems are not available for providing service will be limited to maximum of 48 hours in a month. The selected bidder should endeavor to take such downtimes only during weekends or holidays preferably after End of Day (EoD). However, duration of the maximum allowable planned downtime time will be reviewed on quarterly basis.

3. The failure of application on account of non-availability of infrastructure provided by Utility shall not be considered while calculating SLA for that quarter.

4. **Any breach in SLA will attract penalty on the total Monthly Invoicing Value (ATS Cost) subject to a maximum penalty of 20% of the Monthly Invoicing Value, both as**

a penalty in single service breach or as an aggregate penalty on multiple service breach, beyond which it will result in no payments for that month of service.

5. In case of penalty due to service level breach is more than 20% of the Monthly Invoicing Value consecutively for 2 (two) calendar months, Utility reserves the right to serve the termination notice to the selected bidder.

6. The following table outlines the availability service levels:

S. No.	Service	Parameter	Service level	Validation	Penalty	
1	IT/OT applications	Availability of IT/OT applications mentioned in the Scope of Work	>=99.5% uptime	Availability & Downtime Reports measured using Management Tool. Measured 24*7 Basis and Validated by Monthly SLA Performance Report.	>= 0.5% but <1% of SLA	5% of Monthly ATS Cost of that particular application
					>= 1% but <3% of SLA	10% of the Monthly ATS Cost of that application
					>= 3% but <5% of SLA	15% of the Monthly ATS Cost of that application
					>=5% of SLA	20% of the Monthly ATS cost of that application
2	IT/OT Supporting Applications (Mobile Apps, Web-service, Dashboards, Ticketing, Helpdesk)	Availability of supporting Applications and System Software Services which are required to support the Business Applications as mentioned in Scope of Work	>= 99.5% uptime	Availability & Downtime Reports measured using Management Tool. Measured 24*7 Basis and Validated by Monthly SLA Performance Report.	>= 0.5% but <1% of SLA	1% of the Monthly ATS Cost of that application
					>=1% but <3% of SLA	2% of the Monthly ATS Cost of that application
					>=3% but <5% of SLA	3% of the Monthly ATS Cost of that application
					>=5% of SLA	5% of the Monthly ATS Cost of that application
3	Data base Administration services	Uptime of Database	>=99.5%	Report	Less than 0.5% of SLA	1% of the Monthly ATS cost
					>= 0.5% but <1% of SLA	2% of the Monthly ATS cost
					>= 1% but	3 % of the

S. No.	Service	Parameter	Service level	Validation	Penalty	
					<3% of SLA	Monthly ATS cost
					>= 3% but <5% of SLA	5 % of the Monthly ATS cost
					>=5% of SLA	10% of the Monthly ATS cost
4	Integration Services uptime	Availability of Web Services/ Middleware	>99.5% uptime	Availability & Downtime Reports measured using Management Tool. Measured 24*7 Basis and Validated by Monthly SLA Performance Report.	For every 0.5% decrease of SLA	1 % of the Monthly of that particular application ATS cost will be deducted capped at 5%
5	Release Management	Resolution of ticket logged in incident management tools	99%	Reports generated from Ticket logging system	1% of the Monthly ATS Cost of that particular application for each default capped at 5%	
6	Implementation of Audit/ Regulatory Recommendations	Implementation of audit recommendations given by utility or its auditor/ regulator which have been agreed by IT Implementation Agency to be implemented.	100%	Completion within agreed timeline and Reports	0.05% of the Monthly ATS Cost for every day's delay on an incremental basis capped at 1%	
7	SLA Monitoring Report	Availability of SLA reports covering all parameters required for SLA monitoring within the defined time	7 working days from the end of the month	Monthly Report	5% of Monthly ATS Cost	
8	Problem Management	ITIA shall analyse all the incidents and provide a root cause report every month if	100% timely submission covering all incidents logged in	Root cause Report. Incident Report stating problems faced by the	2% penalty of the Monthly ATS cost, if the ITIA does not submit a problem report for that month.\n\n5% penalty of the Monthly	

S. No.	Service	Parameter	Service level	Validation	Penalty
		there are more than 5 incidents of the same type. ITIA shall take the needed corrective action to prevent further issues due to the same cause.	that month	users. Report detailing corrective and preventive actions	ATS Cost if the ITIA does not perform the corrective action for more than one calendar month.

Remarks: Although SLA penalties shall be calculated as per above table, however total penalty to be deducted is to be capped at 20% of the Monthly Invoicing Value (ATS Cost).

13.2.1.4 Performance related SLAs

a) Utility Business Applications and Portals:

The IT Implementation Agency (ITIA) is to quote for appropriate systems with specification to meet the performance requirement of system/application.

Sl. No.	Measurement	Service	Service Level	Penalty	Measurement Tool/Method
1	Average loading time of Static Page in a Web Portal for all the applications irrespective of the configuration changes made by the user and the respective sizing (such as compute and memory) implications.	Response time is an important factor from the perspective of End User Experience	<500 milli seconds	If the deviation is: • Less by 1% of SLA, then 1% of the Monthly ATS cost • >1% but < 5% of SLA, Then 5% of the Monthly ATS cost • >=5% but <10% of SLA Then 10% of the Monthly ATS cost • >=10% of SLA then 20% of the Monthly ATS cost	To be measured by Time to First Byte (TTFB) through any third-party monitoring tool to be provided by the ITIA.
2	Average response time of Dynamic Content Pages in a Web Portal (excluding Human Input time) for all the applications irrespective of the configuration changes made by the user and the respective sizing (such as compute and memory) implications.	Responsiveness of portal would be critical to solution's performance	< 1 sec		To be measured by Time to First Byte (TTFB) through any third-party monitoring tool to be provided by the ITIA.

13.3   Services related to SLA

a) Reporting Procedures: The ITIA's representative will prepare and distribute SLA performance reports in an agreed upon format by the 7th working day of subsequent month of the reporting period. The reports will include "actual versus target" SLA performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports will be distributed to the Nodal official from Utility /Department of IT, if required.

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

13.4   SLA Change Control

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

a) A process for negotiating changes to the SLA.

b) An issue management process for documenting and resolving particularly difficult issues.

c) Utility and IT Implementation Agency management escalation process to be used in the event that an issue is not being resolved in a timely manner.

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

13.4.3 SLA Change Process

a) Both the parties may amend this SLA by mutual agreement in accordance.

b) Changes can be proposed by either party.

c) Normally the forum for negotiating SLA changes will be Utility's monthly review meetings.

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

13.5   Issue Management

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

13.5.2 Issue Management Process

a) Either Utility or IT Implementation Agency may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of

both points of view and identifies specific points of disagreement with possible solutions.

b) Utility will determine which committee or executive level should logically be involved in resolution.

c) A meeting or conference call may be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.

d) Management of Utility and IT Implementation Agency will develop a temporary, if needed, and the permanent solution for the problem at hand. The selected bidder will then communicate the resolution to all interested parties.

e) In the event a significant business issue is still unresolved, the arbitration procedures described in the Contract will be used.

13.5.3 Issue Escalation Process

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

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

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

d) In case one or both the parties are unsatisfied with the decision of the top management of Utility, the dispute will be resolved as specified as per Utility's jurisdiction.

13.6 Contractor Performance & Applicable Penalty

In the event of termination of contract based on non-performance by the IT Implementation Agency as per SLA, IT Implementation Agency will be solely responsible for risk and cost factor thereon. In such an event, the performance Bank Guarantee furnished by the IT Implementation Agency will be encashed and will stand forfeited.

Penalty related to delivery of services may be waived by DISCOM, if cause of such delay is not in IT Implementation Agency (ITIA) control or the delay is due to Utility written request. Penalty shall be adjusted in case Utility approves such waiver. The penalty recovered shall be adjusted in the subsequent payments.

13.7 Termination of Contract and Penalties

13.7.1 Risk and Cost Factor

In the event of termination of contract on the basis of non-performance by the IT Implementation Agency as per SLA, IT Implementation Agency will be solely responsible for risk and cost factor thereon.

13.7.2 Breach of SLA

The maximum penalty due to delay in project implementation shall be 10% of the total awarded project cost and maximum penalty in a month during the ATS phase shall be 20% of the Monthly Invoice amount (ATS Cost) for that month.

In case the IT Implementation Agency does not meet the service levels mentioned in this RFP for three (3) continuous time-periods per year (for the entire duration of the contract) starting from the date of contract, Utility will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case:

1. Utility issues a show cause notice to the selected bidder.

2. ITIA should reply to the notice within three working days.

3. If Utility authorities are not satisfied with the reply, the performance bank guarantee may be forfeited, and contract may be terminated by Utility as per the contract.

13.7.3 Exclusions

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

    a) Delay in execution due to delay (in approval, review etc.) from Utility's side. Any such delays will be notified in written to the IT Team

    b) Force Majeure

14 Important Tender Specifications

14.1 Hardware required for software installation will be provided by KSEBL at DC and DR.

14.2 Total employee count of KSEBL is around 27,000.

14.3 All IT/OT applications and databases will be hosted on KSEBL own DC and to be replicated with KSEBL DR as per the policies prevailing in KSEBL. All required infrastructure required for hosting will be provided by KSEBL.

14.4 Source code of all bespoke applications is to be handed over to the Utility with proper documentation and knowledge transfer.

14.5 Necessary applications required for ATS and SLA calculation needs to be provided by ITIA.

14.6 Necessary OS required for application deployment is to be delivered and installed by ITIA

14.7 All supporting applications including DB applications required for the IT/OT project need to be supplied by ITIA.

14.8 SRS/FRS defined this RFP is preliminary and will be finalized after detailed discussion with ITIA post award of contract.

14.9 During the implementation of the project, the team leader and essential team members should be available at the KSEBL HQ located at Thiruvananthapuram.

14.10 Utility reserves the right to change SLA at any stage of the contract through mutual discussion with ITIA.

PART II

CONTRACT FORM AND CONDITIONS OF CONTRACT

Contract for

Appointment of IT Implementation Agency for Supply, Installation, Commissioning, Implementation and Support for IT/OT applications (Package-1) at KSEBL under RDSS project

Between

[STATE POWER UTILITY]

AND

[SELECTED BIDDER]

Section 7. Contract Form and Conditions of Contract

TABLE OF CONTENTS

A. Form of Contract

THIS Contract (hereinafter referred to as "**Contract**") executed on this .... [date] day of .... [month], ... [year]:

BETWEEN

[Insert name of the Utility] (hereinafter referred to as "**Utility**" which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes), a company incorporated under the extant provisions of Indian Laws and having its registered office at [Address];

AND

< insert the following if the Selected Bidder identified pursuant to the RFP is Sole Bidder>

…………….. , *< insert the name of Selected Bidder>* having its registered office at……………. [Registered address of the Company] (hereinafter referred to as the "**SI**" which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes).

< insert the following in case the Selected Bidder identified pursuant to the RFP is a Consortium >

⋯⋯⋯⋯⋯⋯. *< insert the name of the Lead Member of the Consortium who is the Selected Bidder>,* having its registered office at⋯⋯⋯⋯⋯⋯. [Registered address of the Company], the Lead Member acting for and on behalf of the Consortium comprising ⋯⋯⋯*<insert name of the all the members of the Consortium including the Lead Member>* (hereinafter referred to as the **"Selected Bidder"** which expression shall unless repugnant to the context or meaning thereof include its/ their successors, assigns and permitted substitutes).

WHEREAS the Utility had invited Bids for Appointment of IT Implementation Agency (ITIA) for implementation of Utility IT/OT Applications under Software-as-a-Service (SaaS) model (the "Project") through RFP/Tender No. [Tender Details]

WHEAREAS after evaluation of the Bids received from the Bidders, the Utility accepted the Bid of the SI, and issued its Letter of Award No. [_____] dated [_____] ("**LOA**") to the Selected Bidder, requiring the Selected Bidder, inter alia, to execute this Contract within the time period prescribed in the RFP.

WHEAREAS the SI, in accordance with the terms of the RFP, shall undertake and perform the obligations and exercise the rights under the LOA, including the obligation to enter into this Contract for implementation of the Utility IT/OT System.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Contract, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1.   The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a)   The General Conditions of Contract (including Attachment 1 "Fraud and Corruption";
(b)   The Special Conditions of Contract;
(c)   Appendices:

Appendix A: Project Requirements (IT/OT System Requirements and Service Level Agreement)

Appendix B: ATS Cost

(d) Technical and Financial Bid as submitted by the Selected Bidder

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including amendments thereto [.... *Insert reference to amendments....*]; Appendix A and Appendix B; and Technical and Financial Bid as submitted by the Selected Bidder. Any reference to this Contract shall include, where the context permits, a reference to its Appendices also.

IN WITNESS WHEREOF, the IT Implementation Agency and the Utility, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

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

[Signature of Authorized Representative]

....
[Name of the Authorized Representative]
[Designation of the Authorized Representative]

1. Common Seal of ……………. [Name of the SI], has been affixed in my/ our presence pursuant to Board Resolution dated ....
    For [SI]

        [Name of the SI],
[Signature of Authorized Representative]

....
[Name of the Authorized Representative]
[Designation of the Authorized Representative]

WITNESS:

1.   ……………………………………………..   (Signature)   Name
     …………………………………………….
Designation............……….………………..

2.   ……………………………………………..   (Signature)   Name
     ……………………….………………………
Designation............………………………….

Attested:

……………………………
[Signature]
(Notary Public)

Place: ………………………..   Date: …………………………….

B. General Conditions of Contract

Article/ Clause

1. **Definitions and**
   Interpretations

(a) Definitions

1.1 In this Contract, unless the context otherwise requires, the following words, expressions and abbreviations shall have the following meanings:

(a) **"System Integrator" or "SI",** means the responsible implementation agency named in SCC appointed by Utility for implementing the Utility IT/OT Applications upon execution of the Contract subsequent to the Letter of Award referred to in SCC;

(b) **"Affected Party"** means any of the IT Implementation Agency or the Utility whose performance has been affected by an event of Force Majeure or Force Majeure Event;

(c) **"Applicable Laws"** shall mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.

(d) **"Bid"** means the bid submitted by the Bidder(s) in response to the RFP and shall include the Technical Bid and the Financial Bid;

(e) **"Bidder(s)"** means individual entity or consortium of entities bidding in response to the RFP;

(f) **"Change Order"** shall have the meaning as ascribed

thereto in Article 14 of this Contract.

(g) **"Consortium Member"** shall mean Any member of the bidding consortium other than the Lead Consortium Member

(h) **"ITIA Contract" or "Contract"** shall mean this Contract entered into between, the Selected Bidder (represented by the Lead Member acting for and on behalf of the consortium if the Selected Bidder is a consortium) and the Utility for undertaking the Project and is the legally binding written agreement signed by the Parties and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices, Attachments, Annexures etc.).

(i) **"Contract Period" or "Term of the Contract"** shall have the meaning as ascribed thereto in Article 2.1.2 of this Contract;

(j) **"Contract Price"** shall have the meaning as ascribed thereto in Article 5.1 of this Contract;

(k) **"Day"** means a calendar day unless indicated otherwise;

(l) **"Exit Management Period"** shall mean the transition period encompassing the time from the date of termination of the Contract or end of the Contract Period until the date upon which all transition activities/ services are completed by the SI;

(m) **"Force Majeure" or "Force Majeure Event"** shall have the meaning as ascribed thereto in Article 9 of this Section;

(n) **"GCC"** means these General Conditions of Contract.

(o) **"Goods"** means any good(s) supplied or to be supplied as a part of the Solution by the SI;

(p) **"Independent Valuer"** shall mean a qualified valuer duly registered under Companies (Registered Valuers and Valuation) Rules, 2017 for Plant and Machinery and jointly appointed by the Parties in the event of termination prior to Project Go-live;

(q) **"Lender"** means the banks, financial institutions, multilateral funding agencies, non-banking financial companies registered with the Reserve Bank of India (RBl), insurance companies registered with the lnsurance Regulatory & Development Authority (IRDA), pension funds regulated by the Pension Fund Regulatory & Development Authority (PFRDA), mutual funds registered with Securities & Exchange Board of India (SEBI), etc., including their successors and assigns, who have agreed to provide the IT Implementation Agency with the debt financing, and any successor banks or financial institutions to whom their interests may be

transferred or assigned;

(r) **"Month"** means a calendar month unless indicated otherwise;

(s) **"Project"** means the Utility's IT/OT Applications implementation Project defined in recital clause in the Contract Form;

(t) **"Project Implementation Schedule"** shall have the meaning ascribed thereto in Clause 12 of Section 6;

(u) **"Request for Proposal" or "RFP"** means the Tender of which the number, name and details have been mentioned in **SCC**, including all its Volumes/ Sections/ Forms/ Annexures/ Appendices etc., for Appointment of IT Implementation Agency (including all clarification/ addendum/ amendment/ corrigendum/ etc. issued from time to time);

(v) **"Rupees" or "Rs." Or "INR" or "₹"** means Indian Rupees;

(w) **"SCC"** means the Special Conditions of Contract by which the GCC may be amended or supplemented.

(x) **"Service(s)" or "Related Service(s)"** means any service(s) performed or to be performed as a part of the Solution by the SI;

(b) Interpretation

(y) **SLA Default Notice means** notice to be issued by the Utility in the event IT Implementation Agency fails meet any of the criteria specified in the SLA for cumulatively 3 (three) months in a year so as to entitling levy of maximum penalty for such criteria;

(z) **"Termination Payment"** shall have the meaning as ascribed thereto in Article 11 of GCC in Section 7;

(aa) **"Utility"** shall have the same meaning as ascribed to it in the recital clause of the Form of Contract.

1.2 In the interpretation of this Contract, unless the context otherwise requires:

1.2.1. Utility and the Selected Bidder shall individually be referred to as "Party" and collectively as "Parties";

1.2.2. Unless otherwise specified a reference to an Article number is a reference to all of its sub-articles;

1.2.3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;

1.2.4. A word in the singular includes the plural and a word in the plural includes the singular;

1.2.5.   A word importing a gender includes any other gender;

1.2.6.   A reference to a person includes a partnership and a body corporate;

1.2.7.   A reference to legislation includes legislation repealing, replacing or amending that legislation;

1.2.8.   Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which has a corresponding meaning;

1.2.9.   In the event of an inconsistency between the terms of the RFP, Bid submitted by the Selected Bidder and the subsequent Contract, the terms of the Contract hereof shall prevail;

1.2.10. Whenever a material or article is specified or described by the name of a particular brand, manufacturer or trademark, the specific item shall be understood as establishing type, function and quality desired.   Products of other manufacturers may also be considered, provided sufficient information is furnished so as to enable Utility to determine that the products are equivalent to those named.

1.2.11. No amendment or other variation of this Contract shall be valid unless it is in writing, is dated, expressly refers to this Contract, and is signed by a duly authorised representative of both Utility and the IT Implementation Agency thereto.

2. **The Contract**

(a) Effectiveness and Term

2.1.   EFFECTIVENESS AND TERM

2.1.1. This Contract shall come into force and effect on the date of execution of the Contract by the Parties

2.1.2. Unless terminated earlier by either Party or extended by the Utility in accordance with the terms of this Contract, this Contract shall continue in full force and effect until 6 (six) years from the date of execution of the Contract ("Term of the Contract").

2.1.3. The contract period shall 72 months (12 months for implementation and 60 months ATS) from the date of execution of contract. The Utility, at its own discretion, may extend the ATS period of the IT/OT Applications at terms mutually agreed upon with the IT Implementation Agency.

3. **Rights, Title and Interest to IT/OT**

3.1   The ownership, rights and title to the IT/OT Applications

Applications and Equipment	and other equipment installed by IT Implementation Agency for operation of the IT/OT Applications pursuant to this Contract shall vest with Utility during the entire Term of Contract and post expiry of Contract.
4. Contract Price and Payment	
(a) Contract Price	**4.1 CONTRACT PRICE** 4.1.1 The Contract Price is as indicated in **SCC** 4.1.2 In the event any approval required for imports and/ or use of imported equipment is denied in accordance with all applicable laws including those in relation to testing issued by Ministry of Power (Order No No.9/16/2016-Trans-Part(2) dated 18 November 2020, as amended and/ or modified from time to time), the same shall neither entitle revision of Contract Price nor shall result in revision of the Project Implementation Plan.
(b) Payment Mechanism	**4.2 PAYMENT MECHANISM** 4.2.1 The payment shall be made to the IT Implementation Agency in Indian Rupees (INR) only. 4.2.2 The payment to the IT Implementation Agency shall commence from the date of declaration of Go-live as defined in Section 6; 4.2.3 The payments due to the IT Implementation Agency from the Utility shall be paid on milestone basis. 4.2.4 Except in case of Change Order in accordance with Article 14 of this Contract, the sum total of all payments made to the IT Implementation Agency shall not exceed the Contract Price quoted in Article 4.1.1 4.2.5 The actual payment shall be net of any applicable liquidated damages and/or penalty due to noncompliance of SLAs by the IT Implementation Agency. 4.2.6 IT Implementation Agency will raise and deliver the invoice and the Deliverables mentioned above to the Utility for the monthly payments within first 7 (seven) working days of every month. IT Implementation Agency shall also raise a supplementary invoice for the agreed amount towards change requests completed in the previous month, in accordance

with Article 14.2 of this Contract. Utility will review the IT Implementation Agency invoice raised by the IT Implementation Agency and the Deliverables including the SLA performance report, in accordance with Article 8. Utility may dispute the amount payable and shall pay the undisputed amount of the payment within 45 calendar days from the date of receipt of invoice. The disputed amount shall be dealt as per Article 13 of this Contract.

4.2.7 In the event the IT Implementation Agency fails to meet a particular performance criterion as mentioned under the Service Level Agreement (SLA) specified in Clause 16 of **Section 6** for cumulatively 3 (three) months in a year, resulting in the maximum penalty for the particular performance criterion, Utility may issue an SLA Default Notice to the IT Implementation Agency directing it to take steps within 30 days to comply with the performance criterion specified in the SLA[1].

4.2.8. In the event that the IT Implementation Agency has duly followed the procedure enumerated above and the Utility fails to make any payment on its respective due date, the Utility shall pay interest to the IT Implementation Agency on such delayed payment amount (including disputed amount) as from the due date of payment. The applicable interest rate on the delayed payment amount will be equal to the marginal cost of funds-based lending rate (MCLR) for one year of the State Bank of India plus 400 bps (*MCLR shall be as applicable on the 1st April of the financial year in which the date of release of delayed payment lies*). In case the period of default lies in two or more financial years the interest amount shall be calculated separately for the periods falling in different years.

(c) Taxes and Duties

4.2.9. All payments under this IT Implementation Agency Contract shall be made to the Sole/ Bidder/ Lead Consortium Member and Utility shall have no role in inter se payments to the Sub-contractors/ Consortium Members.

4.3 TAXES AND DUTIES

4.3.1 For Goods whether supplied from or outside India, the IT Implementation Agency shall be entirely responsible for all taxes, duties, stamp duties, license fees, and other such levies

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[1] For example, in the event IT Implementation Agency fails to meet the norm specified for "**Availability of IT/OT Applications per month**" for cumulatively 3 (three) months in a year leading to levy of maximum penalty thereof.

imposed outside India.

4.3.2 Any statutory increase or decrease in the taxes and duties including   GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to the ITIA's offer on the goods and services explicitly mentioned in financial bid shall be dealt with in accordance with provisions of Change in Law.

4.3.3 Notwithstanding anything above or elsewhere in the Contract, in the event that the input tax credit of the GST charged by the IT Implementation Agency is denied by the tax authorities to the Utility for reasons attributable to the SI, the Utility shall be entitled to recover such amount from the IT Implementation Agency by way of adjustment from any of the subsequent invoices submitted by the IT Implementation Agency to the Utility.

5. **Performance Security**

5.1 The IT Implementation Agency has furnished Performance Security in the form of an irrevocable bank guarantee valid up to a period of 6 (six) months beyond the end of the Contract Period or extended thereafter, for the amount indicated in **SCC** on the prescribed format. However, in case of delay in Implementation, the validity of the initial Performance Security shall be extended by the period of such delay. In the event delay is solely due to acts and/ or omission of the Utility cost of extending the validity of Performance Security shall be reimbursed to the IT Implementation Agency by the Utility.

5.2 Any payments shall be made to the IT Implementation Agency only after receipt of the initial Performance Security by Utility.

5.3 Upon Termination of the Contract due to Utility Event of default or expiry of the Contract Period, the separate Performance Security shall be discharged by Utility without any interest and returned to the IT Implementation Agency not later than 14 (fourteen) working days following the date of Termination of the Contract.

5.4 Upon Termination of the Contract due to IT Implementation Agency Event of default, the Performance Security shall be forfeited by Utility.

5.5 In case of any delay by the IT Implementation Agency in performing the activities of the scope of work with respect to the Project Implementation Schedule, then upon Utility's

request, the IT Implementation Agency shall extend the validity of the separate Performance Security for the period for which the Contract is extended. In the event delay is solely due to acts and/ or omission of the Utility cost of extending the validity of separate Performance Security shall be reimbursed to the IT Implementation Agency by the Utility.

6. **Liquidated Damages, Penalty and Incentive**	6.1 Except in case of Force Majeure or where the delay in delivery of the Solution is caused due to any delay or default of Utility, if the Implementation is delayed by more than 12 (twelve) months from the date of execution of the Contract the IT Implementation Agency shall be liable to pay liquidated damages as per the rates specified in SCC.
7. **SLAs and SLA Audit**	7.1 The IT Implementation Agency shall be liable to penalties in the event of non-compliance of Service Level Agreements as specified in Section 6;
	7.2 A designated team/ person from Utility may review the system generated SLA performance report of IT Implementation Agency each month. The review/ audit report will form basis of any action relating to imposing penalty on or breach of Contract of the IT Implementation Agency.
8. **Force Majeure** **(a) Force Majeure Event**	7.3 In case, there is no review/ audit report submitted within 15 (fifteen) working days of every month, it shall be deemed that all SLAs were met in the previous month.
	8.1 A Force Majeure means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this IT Implementation Agency Contract, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with prudent utility practices:

        a)   **Natural Force Majeure Events:**

                act of God, including, but not limited to drought, fire and explosion (to the extent originating from a source external to the site), earthquake, epidemic, volcanic eruption, landslide, flood, cyclone, typhoon, tornado,

or exceptionally adverse weather conditions,

b) Non-Natural Force Majeure Events:

i) Direct Non–Natural Force Majeure Events

a) Nationalization or compulsory acquisition by any Governmental instrumentality of any material assets or rights of the ITIA; or

b) the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consents, Clearances and Permits required by the IT Implementation Agency to perform their obligations under the Contract or any unlawful, unreasonable or discriminatory refusal to grant any other Consents, Clearances and permits required for the development/ operation of the Project, provided that a Competent Court of Law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down; or

c) any other unlawful, unreasonable or discriminatory action on the part of any Governmental instrumentality which is directed against the Project, provided that a competent Court of law declares the action to be unlawful, unreasonable and discriminatory and strikes the same down.

d) any partial or complete shut-down of the internet services in the Project area

e) Shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure

f) Restrictions imposed by central or state government that prevent or delay project execution

ii) Indirect Non - Natural Force Majeure Events:

a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

b) radioactive contamination or ionizing radiation originating from a source in India or

(b) Force Majeure Exclusions

resulting from any other Indirect Non-Natural Force Majeure Event mentioned above, excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Site by the Affected Party or those employed or engaged by the Affected Party; or

c) industry wide strikes and labor disturbances, having a nationwide impact in India.

8.2 FORCE MAJEURE EXCLUSIONS

8.2.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

i. Unavailability, late delivery, or changes in cost of the machinery, equipment, materials, spare parts etc. for the Project;

ii. Delay in the performance of any Contractors or their agents;

iii. Non-performance resulting from normal wear and tear typically experienced in transmission materials and equipment;

iv. Strikes or labour disturbance at the facilities of the Affected Party;

v. Insufficiency of finances or funds or the IT Implementation Agency Contract becoming onerous to perform; and

(c) Notification of Force Majeure Event

vi. Non-performance caused by, or connected with, the Affected Party's:

a. negligent or intentional acts, errors or omissions;

b. failure to comply with an Indian Law; or

c. breach of, or default under this IT Implementation Agency Contract or any Project documents.

8.3 NOTIFICATION OF FORCE MAJEURE EVENT

8.3.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than 7 (seven) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified

herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than 1(one) day after such reinstatement. Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this IT Implementation Agency Contract. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure.

(d) Duty to Perform and Duty to Mitigate

8.3.2 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this IT Implementation Agency Contract, as soon as practicable after becoming aware of each of these cessations.

(e) Available Relief for a Force Majeure Event

8.4   DUTY TO PERFORM AND DUTY TO MITIGATE

9.4.1   To the extent not prevented by a Force Majeure Event, the Affected Party shall continue to perform its obligations as provided in this IT Implementation Agency Contract. The Affected Party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

8.5   AVAILABLE RELIEF FOR A FORCE MAJEURE EVENT

8.5.1 Subject to this Article 8

a) no Party shall be in breach of its obligations pursuant to this IT Implementation Agency Contract except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;

b) every Party shall be entitled to claim relief for a Force Majeure Event affecting its performance in relation to its obligations under this IT Implementation Agency Contract;

c) The IT Implementation Agency shall be entitled to receive payment at rates to be mutually agreed between the Utility and the IT Implementation Agency for the additions to the

scope of work due to an event of force majeure.

9. **Intellectual Property**

9.1 All Intellectual Property Rights in all material (including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents), which have been newly created and developed by the IT Implementation Agency solely during the performance of Related Services and for the purposes of inter-alia use or sub-license of such services under this Contract, shall be the property of the IT Implementation Agency. The IT Implementation Agency undertakes to disclose all such material, which have been newly created and developed by the IT Implementation Agency solely during the performance of Related Services and for the purposes of inter-alia use or sub-license of such services under this Contract, to the Utility. The IT Implementation Agency hereby grants to Utility a perpetual, non-exclusive, non-transferable, irrevocable, royalty-free license to use all material disclosed to the Utility under the Contract. Nothing contained herein shall be construed as transferring ownership of any Intellectual Property Right from the IT Implementation Agency to the Utility.

9.2 The IT Implementation Agency shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the IT Implementation Agency shall keep the Utility indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the IT Implementation Agency or its personnel during the course of performance of the Related Services. In case of any infringement by the ITIA, the IT Implementation Agency shall have sole control of the defence and all related settlement negotiations

9.3 Subject to Article 9, the IT Implementation Agency shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the IT Implementation Agency that existed before the date of

execution of the Contract.

10. **Termination**

(a) IT Implementation Agency Event of Default

10.1 IT Implementation Agency Event of Default means any of the following events arising out of any acts or omission of ITIA, its representative, sub-contracts, employees and which have not occurred solely as a result of any breach of this Contract by the Utility or due to Force Majeure, and where IT Implementation Agency has failed to remedy these events within a period of 90 (ninety) days of issuance of a notice by Utility requiring IT Implementation Agency to remedy such event.

a) ITIA has failed to procure and arrange requisite finances for the implementation of the Project;

b) ITIA abandons the implementation of the Project or repudiates this Contract or otherwise takes any action, or evidences or conveys an intention not to be bound by the Contract;

c) SI, in the judgment of Utility has engaged in corrupt, fraudulent, collusive, or coercive practices, in competing for or in executing the Contract; or

d) ITIA is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for IT Implementation Agency or for the whole or material part of its assets that has a material bearing on its ability to implement the Project;

e) ITIA has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that in the reasonable opinion of Utility would adversely affect ITIA's ability to implement the Project;

f) A resolution for winding up of IT Implementation Agency is passed, or any petition for winding up of IT Implementation Agency is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (Ninety) days of the date thereof or IT Implementation Agency is ordered to be wound up by a court of competent jurisdiction;

g) In the event IT Implementation Agency fails to cure the default as indicated in the SLA Default Notice within the time period specified therein;

h) Failure of IT Implementation Agency to furnish Performance Security in accordance with the provisions of this Contract;

i) Failure or inordinate delay by IT Implementation Agency to provide Solution as per Contract;

j) Any representation or warranty made by the IT Implementation Agency during the term of the Contract is found to be false and/or misleading;

k) Failure on account of IT Implementation Agency to abide by Applicable Laws and regulations;

l) The shareholding of the IT Implementation Agency ceases to be in accordance with the provisions of this Contract;

m) In the event equipment installed or proposed to be installed by the IT Implementation Agency is found to have any embedded malware/ trojans/ cyber threat;

n) ITIA fails to comply with the local content requirement as specified in the Bid Submission;

(b) Utility Event of Default

o) ITIA fails to comply with any of its material obligations under this Contract.

p) In the event the Solution supplied do not meet the minimum specifications as per the Contract, and the same is not replaced/ modified by the IT Implementation Agency to meet the requirements within 14 (fourteen) working days of being informed by Utility, or as mutually decided between Utility and IT Implementation Agency.

10.2 Utility Event of Default means any of the following events, unless such event has occurred as a consequence of the IT Implementation Agency Event of Default or a Force Majeure event and where Utility has failed to remedy these events within a period of 90 (ninety) days of issuance of a notice by IT Implementation Agency requiring Utility to remedy such event:

a) Utility is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for Utility or for the whole or material part of its assets that has a material bearing on its ability to perform its obligations under this Contract;

b) Utility has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that in the reasonable opinion of IT Implementation Agency would adversely affect Utility's ability to perform its obligations under this Contract;

(c) Termination for IT Implementation Agency Event for Default

c) A resolution for winding up of Utility is passed, or any petition for winding up of Utility is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within [90 (Ninety)] days of the date thereof or Utility is ordered to be wound up by a court of competent jurisdiction;

d) The breach by Utility of its obligations under this Contract which has an adverse effect on the performance of ITIA's

obligations under this Contract.

10.3 TERMINATION FOR IT Implementation Agency EVENT FOR DEFAULT

(d) Termination for Utility Event of Default

10.3.1 Without prejudice to any other right or remedy which Utility may have in respect thereof under this Contract, upon the occurrence of IT Implementation Agency Event of Default, Utility shall be entitled to terminate this Contract in the manner provided in Article 10.3.2.

10.3.2 Utility shall issue a Preliminary Notice to IT Implementation Agency providing 90 (Ninety) Days, or such extended period as the Utility may allow, to cure the underlying Event of Default. If IT Implementation Agency fails to cure the underlying Event of Default within such period allowed, Utility shall be entitled to terminate this Contract by issuing a termination notice to IT Implementation Agency.

10.4 TERMINATION FOR UTILITY EVENT FOR DEFAULT

(e) Consequences of Termination

10.4.1 Without prejudice to any other right or remedy which IT Implementation Agency may have in respect thereof under this Contract, upon the occurrence of a Utility Event of Default, IT Implementation Agency shall be entitled to terminate this Contract in the manner provided in Article 10.4.2.

10.4.2 IT Implementation Agency shall issue a Preliminary Notice to Utility providing 90 (Ninety) Days, or such extended period as the IT Implementation Agency may allow, to cure the underlying Event of Default. If Utility fails to cure the underlying Event of Default within such period allowed, IT Implementation Agency shall be entitled to terminate this Contract by issuing a termination notice to Utility.

10.5 CONSEQUENCES OF TERMINATION

Upon Termination of the Contract, the IT Implementation Agency shall:

10.5.1 Notwithstanding anything to the contrary contained in this Contract, any termination of this Contract pursuant to its term shall be without prejudice to accrued rights of any Party, including its right to claim and recover damages and other rights and remedies which it may have in law or

contract. All accrued rights and obligations of any of the Parties under this Contract, shall survive the termination of this Contract to the extent such survival is necessary for giving effect to such rights and obligations.

10.5.2 Following issue of the Termination Notice by Utility or SI, Utility take possession and control of ITIA's control room and call centre and the exclusivity granted to IT Implementation Agency under Article 4 will come to an end.

10.5.3 Upon termination of this Contract by Utility or IT Implementation Agency on account of ITIA's Event of Default (in accordance with Article 10.1), or termination of this Contract on account of Utility's event of default (in accordance with Article 10.2), IT Implementation Agency shall be entitled to a termination payment subject to proper transfer of the installed IT/OT System, as agreed mutually upon

a) In case termination of this Contract is on account of ITIA's event of default: Termination payment to IT Implementation Agency after Go-live has been declared shall be the percentage, specified in SCC, of the termination payment Value as determined in terms of this Contract.

b) In case termination of this Contract is on account of Utility's event of default: Termination payment to IT Implementation Agency after Installation Milestone has been declared shall be the percentage, specified in SCC, of the termination payment Value as determined in terms of this Contract.

c) In case termination of this Contract is prior to Go-live the Termination payment shall be equal to:
   i. the percentage, specified in SCC, of the value of the assets proposed to be handed over to the Utility as certified by an independent valuer in the event termination is on account of IT Implementation Agency event of default–and
   ii. the percentage, specified in SCC, of the asset values shall be paid to the IT Implementation Agency in the event termination is on account of Utility event of default

d) In the event of termination prior to Installation Milestone, Utility may request the IT Implementation Agency to complete any part of the Solution. The cost of such works shall be agreed between the Parties. In the event Parties deem it appropriate the cost may be

determined by the Independent Valuer.

Upon termination of this Contract by Utility or IT Implementation Agency on account of ITIA's Event of Default (in accordance with Article 10.1), or termination of this Contract on account of Utility's event of default (in accordance with Article 10.2), IT Implementation Agency shall be entitled to raise a supplementary invoice for an amount which is equal to the termination payment. The Supplementary invoice shall be paid separately by the Utility within 30 (thirty) days from the date of such invoice.

10.5.4 The Termination payment value would be calculated basis the following mechanism:

a) The present value of the receivables for the IT/OT Applications installed shall be calculated by multiplying the outstanding payments towards the IT/OT Applications that has been implemented as on the date of termination, and discounting the same as on date of termination at the percentage specified in SCC ("**Present Value**").

(f) Exit Management

b) All amounts due, but not paid by the Utility, including the aggregated amount due to be paid including amount due to be paid towards supplementary invoice, but not paid or recovered from the Utility, for the IT/OT Applications operations and maintenance as defined in the RFP by the SI, shall be calculated and factored in to arrive at the net outstanding receivables of the IT Implementation Agency ("**Outstanding Receivables**");

c) All amounts due, but not paid by the SI, including the aggregated applicable liquidated damages and/(or) penalties due to non-compliance of SLAs by the SI, but not paid or recovered from the SI, for the IT/OT Applications operations and maintenance as defined in the RFP by the ITIA, shall be calculated and factored in to arrive at the net outstanding payables by the IT Implementation Agency ("**Outstanding Payables**");

d) Termination Payment Value shall be equal to the sum of Net Present Value and Outstanding Receivables as per Article 10.5.4.(a) and (b); reduced by Outstanding Payables as per Article 10.5.4.(c) and the sum of insurance proceeds received by the IT Implementation Agency for the IT/OT system, (if any).

10.5.5 Upon Termination of the Contract or expiry of the contract

period, the IT Implementation Agency shall prepare and present a detailed Exit Management Plan within 5 (five) working days of termination notice receipt to the Utility ("**Exit Management Plan**") in accordance with Article 10.6.

10.5.6 The Utility or its nominated agency will review the Exit Management plan. If approved, IT Implementation Agency shall start working on the same immediately. If the plan is rejected, IT Implementation Agency shall prepare alternate plan within 2 (two) working days. If the second plan is also rejected, Utility will provide a plan for IT Implementation Agency and it should be adhered by in totality.

10.5.7 The Exit Management Plan should cover at least the following:

a) Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all equipment;

b) Handover all developed codes, related documentation and other Configurable Items, if any in his possession;

c) Handover the list of all IT Assets, passwords at all locations to Utility.

10.5.8 The IT Implementation Agency and the Authorized personnel from Utility will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Management Plan.

10.6 Exit Management

10.6.1 Exit Management

In case the Contract with the Utility ends or is terminated before the expiry date of Contracts, the Parties shall agree at that time whether, and if so during what period, the provisions of this Exit Management Plan shall apply. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Plan. The exit management shall be done in such a manner that operations should continue without any restriction on access/usage of any kind of functionality. At the end of the Contract period, IT Implementation Agency shall provide necessary handholding and transition support to the Utility or its agency for maintaining the system post the Contract with the IT Implementation Agency. This includes (but not limited to):

a) Conducting detailed walkthrough and demonstrations

for the IT/OT Solution;

b) Handing over of IT/OT Solution, Utility's data and all other relevant documentation including updated detailed bill of quantities for materials and services provided under the Contract;

c) Addressing the queries/clarifications of the designated staff / new agency with respect to the working / performance levels of the infrastructure;

d) Conducting training sessions;

e) Knowledge Transfer;

f) Any other activity, over and above these, as may be deemed necessary to meet the service levels and requirements specified in the RFP.

10.6.2 Transfer of Assets / IT/OT Solution

a) Utility shall be entitled to serve notice in writing on the IT Implementation Agency at any time during the Exit Management Period requiring the IT Implementation Agency and/or its sub-contractor to provide the Utility with a complete and up to date list of the Assets within 30 (thirty) days of such notice. Utility shall also be entitled to serve notice in writing on the IT Implementation Agency at any time prior to the end of the Exit Management Period requiring the IT Implementation Agency to transfer to the Utility or its nominated agencies in accordance with Article 10.

b) In case of contract being terminated by Utility, Utility reserves the right to ask IT Implementation Agency to continue running the project operations for a period of 3 (three) months after termination orders are issued. In case of contract being terminated by ITIA, Utility reserves the right to ask the IT Implementation Agency to continue running the project operations for a period of 6 (six) months after termination notice is served by IT Implementation Agency. In such case, payments during the Exit Management Period shall be made in accordance with the Article 5.2 and 11.5 (as the case may be).

c) Upon service of a notice under this Plan, the following provisions shall apply:

    i. All title to the assets as per the updated detailed bill of quantities for materials and services provided under the Contract shall be transferred

to Utility, on or before the last day of the Exit Management Period.

ii. Payment to the outgoing IT Implementation Agency shall be made to the tune of last set of completed Services / deliverables, subject to SLA requirements.

10.6.3 Cooperation and provision of information

During the Exit Management Period:

a) ITIA will facilitate / allow the Utility or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Utility to assess the existing services being delivered;

b) Promptly on reasonable request by the Utility, the IT Implementation Agency shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this Contract relating to any material aspect of the services (whether provided by the IT Implementation Agency or sub-contractors appointed by the ITIA) to the Utility or its nominated agency. Such information shall include details pertaining to the list of assets as per updated detailed bill of quantities for materials and services provided under the Contract, services rendered and other performance data. IT Implementation Agency shall permit the Utility or its nominated agencies to have reasonable access to its employees and facilities to understand the methods of delivery of the services employed by the IT Implementation Agency and to assist appropriate knowledge transfer; and

c) In the event of Termination prior to Installation Milestone, IT Implementation Agency and Utility shall jointly appoint an Independent Valuer to certify the value of assets, as per the updated detailed bill of quantities for materials and services provided under the Contract, proposed to be handed over to the Utility upon termination. The cost of Independent Valuer shall be paid by the IT Implementation Agency.

10.6.4 Confidential information, security and data

ITIA shall promptly on the commencement of the Exit Management Period supply to the Utility or its nominated agency the following:

a. information relating to the list of assets as per the updated detailed bill of quantities for materials and

services provided under the Contract, current Services rendered and consumer and performance data relating to the performance of sub-contractors in relation to the Services;

b. documentation relating to the Project's Intellectual Property Rights;

c. documentation relating to sub-contractors;

d. all current and updated data as is reasonably required for purposes of Utility or its nominated agencies transitioning the services in a readily available format;

e. all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Utility or its nominated agencies, to carry out due diligence in order to transition the provision of the Services to Utility or its nominated agencies, (as the case may be).

10.6.5 Transfer of certain agreements

On request by the Utility or its nominated agency, the IT Implementation Agency shall affect such assignments, licenses and sub-licenses as Utility may require in favor of the Utility or its nominated agency reasonably necessary for the carrying out of replacement services. These agreements may include equipment lease, maintenance or service provision agreement between selected IT Implementation Agency and third-party lessors, service providers, and any other agreements related to the Services.

10.6.6 General obligations of the IT Implementation Agency during exit management period

a. The IT Implementation Agency shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the Utility or its nominated agency and which the IT Implementation Agency has in its possession or control at any time during the Exit Management Period.

b. For the purposes of this Schedule, anything in the possession or control of the IT Implementation Agency or associated entity, or sub-contractors is deemed to be in the possession or control of the IT Implementation Agency.

c. The IT Implementation Agency shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

10.6.7 Exit management process

The IT Implementation Agency shall prepare an Exit

Management Plan for transfer of operations to the Utility or its nominated agency, in the event of termination or expiry of the contract with the Utility, without affecting services to stakeholders adversely. IT Implementation Agency shall get this process approved by Utility. The Plan shall include, but not be limited to, the following-

a. A detailed program of the transfer process including details of the means to be used to ensure continuing provision of the Services throughout the transfer process or until the cessation of the Services and of the management structure to be used during the transfer;

b. Plans for the communication with such of the ITIA's subcontractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Utility's project operations and IT/OT Applications Services to other stakeholders as a result of undertaking the transfer;

c. Plans for provision of contingent support to Utility or its nominated Agency for a reasonable period after transfer.

d. The Exit Management Plan including all updates shall be presented by the IT Implementation Agency to and approved by the Utility or its nominated agencies.

e. During the Exit Management Period, the IT Implementation Agency shall use its best efforts to deliver the services.

f. Payments during the Exit Management Period shall be made in accordance with the Articles 5.2 and 11.5 (as the case may be)

g. The Exit Management plan shall be furnished in writing to the Utility or its nominated agencies within 90(ninety) days from date of execution this IT Implementation Agency contract

h. The IT Implementation Agency shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date. The updated plan shall be furnished in writing to the Utility or its nominated agencies within 15 days from the end of such period.

11. Liability/ Indemnity   11.1 The IT Implementation Agency hereby agrees to indemnify Utility, for all conditions and situations mentioned in this Article, in a form and manner acceptable to Utility. The IT Implementation Agency agrees to indemnify Utility and its officers, servants, agents ("Utility Indemnified Persons") from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and

after the Contract Period out of:

a) any negligence or wrongful act or omission by the IT Implementation Agency or its agents or employees or any third Party associated with IT Implementation Agency in connection with or incidental to this Contract; or

b) any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Solution or any part thereof.

11.2 The IT Implementation Agency shall also indemnify Utility against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.

11.3 Without limiting the generality of the provisions of the Article 11.1 and 11.2, the IT Implementation Agency shall fully indemnify, hold harmless and defend Utility Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which Utility Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to the Solution, information, design or process supplied or used by the IT Implementation Agency in performing the ITIA's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the IT Implementation Agency shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Solution or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the IT Implementation Agency shall promptly make every reasonable effort to secure for the Utility a license, at no cost to Utility, authorizing continued use of the infringing work. If the IT Implementation Agency is unable to secure such license within a reasonable time, the IT Implementation Agency shall, at its own expense, and without impairing the specifications and standards, either replace the affected

(a) Survival on Termination

(b) Defence of Claim

work, or part, or process thereof.

11.4 SURVIVAL ON TERMINATION

11.4.1 The provisions of this Article 11 shall survive the Termination of the Contract

11.5 DEFENCE OF CLAIMS

11.5.1 If any proceedings are brought or any claim is made against the Utility arising out of the matters referred to in Article 11, the Utility shall promptly give the IT Implementation Agency a notice thereof, and the IT Implementation Agency may at its own expense and in the Utility's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

111.5.2 If the IT Implementation Agency fails to notify the Utility within 28 (twenty-eight) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Utility shall be free to conduct the same on its own behalf.

(c) Limitation of Liability

11.5.3 The Utility shall, at the ITIA's request, afford all available assistance to the IT Implementation Agency in conducting such proceedings or claim, and shall be reimbursed by the IT Implementation Agency for all reasonable expenses incurred in so doing.

11.6 LIMITATION OF LIABILITY

11.6.1 Except in cases of gross negligence or wilful misconduct:

a) Neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the IT Implementation Agency to pay liquidated damages to the Utility; and

b) The aggregate liability of the IT Implementation Agency to the Utility, whether under the Contract, in tort, or otherwise, shall not exceed the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the IT Implementation Agency to indemnify the Utility with respect to infringement of any Intellectual Property Rights.

12. Governing Laws and Settlement of Disputes

12.1 The Utility and the IT Implementation Agency shall make every effort to resolve amicably any disagreement or dispute arising between them under or in connection with the Contract, by direct informal negotiation.

12.2   If the Utility and the IT Implementation Agency fail to resolve such a dispute (the date of commencement of the dispute shall be taken from the date when this Article reference is quoted by either Party in a formal communication clearly mentioning existence of dispute or as mutually agreed) or difference by mutual consultation within 28 (twenty-eight) days from the commencement of such consultation, either Party may require that the dispute be referred for resolution to the formal mechanisms specified in this Article 12.

12.3 Specifically, for the resolution of disputed payments, All disputes or differences in respect of which the decision, if any, has not become final or binding as aforesaid in Article 12.2 shall be referred to a dedicated Conciliation committee for RDSS, formulated by Ministry of Power (MoP) for resolution of any disputes under the scheme. This Conciliation Committee shall be an alternate dispute resolution mechanism being put in the place by the MoP. The process shall be in-line with the notification, as and when published by the MoP. If the successful bidder is not willing to take recourse to this process or has any reluctance in this behalf, there shall be no compulsion to take such a recourse. This Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996. In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996. After successful conclusion of proceedings, the Parties to the conciliation process, have to undertake and complete all necessary actions for implementation of the terms of settlement within a period of 30 days from execution of settlement agreement, unless a different timeline not exceeding 60 days is agreed upon in settlement agreement. All pending claims of parties, in connection with the dispute, before any other legal forum are to be withdrawn within the said 30 days in pursuance of the settlement agreement. In case of failure of the conciliation process at the level of the Conciliation Committee, the

parties may withdraw from conciliation process and take recourse to the laid down legal process of Courts. However, the option of Arbitration would not be available once the conciliation mechanism has been exercised.

12.4 DELETED

12.5 DELETED

12.6 The Contract shall be governed by and interpreted in accordance with laws of India. The Courts, specified in SCC, shall have exclusive jurisdiction in all matters arising under this Contract.

12.7 Parties to Perform Obligations: Notwithstanding the existence of any Dispute and difference referred to the Arbitration Tribunal as provided in Article 12.4 and save as the Arbitration Tribunal may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Contract.

13. Change Order	13.1 Change Request/Change Order for New/Enhancements to Software Applications
(a) **Change Request/ Change Order for New/Enhancements to Software Applications**	Another form of change may arise when the Utility discovers the need to have enhancements in the delivered software applications and/or entirely new functional requirements in the applications ("New Requirements"), subject to Article 13.1.5 of this Contract.

13.1.1 At any point in time the Utility may raise a Change Request to include New Requirements in the IT/OT Applications application. This Change Request shall include the following:

- Identification and documentation of the need for the change
- Functional details of the change
- Information related to initiator, initiation date and
- Priority of the change

13.1.2 The IT Implementation Agency will analyse and evaluate the Change Request to come up with the estimate of the effort involved in terms of man-days required (in respective skill areas) and time schedule as per agreed priority and document the same. Utility will use the

estimated effort of the new requirements made by the IT Implementation Agency and together with the quoted man-month rates arrive at a cost estimate. For all technical resources, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.

13.1.3 Based on the agreed cost estimate, the Utility shall raise a "Change Order". The IT Implementation Agency shall undertake the development of the New Requirements only after securing express consent of the Utility. If the consent of Utility is not received, then the change will not be carried out. The change will be implemented in accordance to the agreed cost, effort, and schedule by the IT Implementation Agency and the change will be verified by the Utility on completion of implementation.

13.1.4 If the Change Order for New Requirements agreed to herein causes an increase or decrease in cost of, or the time required for, firm's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of IT Implementation Agency receiving the change order.

13.1.5 The following categories of Change Requests shall not be treated as "New Requirements" and the IT Implementation Agency is expected to deliver these Change Requests as per agreed schedule without any commercial implications.

- All bug fixes
- All upgrades of the licensed platforms
- Changes made to report templates
- New reports not exceeding [x] numbers
- Minor changes not requiring more than 10 man-days
- Aspects already covered under existing scope of work provided in this Contract

13.1.6 In the case of New Requirements in Software Applications, Utility may at any time, by a written Change Request seek changes to be implemented within the general scope of the Agreement provided this does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Solution and the technical compatibility of the change envisaged with the nature of the Solution as specified in the Contract.

13.1.7 The Change Request/New Requirement management

procedure will follow the following steps: -

    i. Identification and documentation of the need for the Change Request/New Requirement - The information related to initiator, initiation date and details of Change Request/New Requirement and priority of the change/New Requirement will be documented by the Utility.

    ii. Analysis and evaluation of the Change Request/New Requirement - Impact of the change/ new requirement in terms of the estimated effort, changed schedule, cost and the items impacted will be analyzed and documented by the IT Implementation Agency.

    iii. Approval or disapproval of the Change Request/New Requirement – the Utility will approve or disapprove the Change Request/New Requirements. Once approved the Change Request is converted into a Change Order which is subject to the conditions laid down in Article 13.1.5.

    iv. Implementation of the change/New Requirement – The Change Order/New Requirement will be implemented in accordance with the agreed cost, effort, and schedule by the IT Implementation Agency.

    v. Verification of the change/New Requirement - The Change Order/New Requirement will be verified by the Utility on implementation of the change request.

14. Miscellaneous

(a) Waiver

14.1   WAIVER

14.1.1 Subject to Article 14.1.2, no relaxation, forbearance, delay, or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect, or restrict the rights of that Party under the Contract. Neither shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

14.1.2 The waiver by either Party of a breach or default of any of the provisions of this Contract by the other Party shall not be interpreted as:

a) A waiver of any succeeding breach of the same or other provision, nor shall any delay or omission on the part of the other Party to exercise; or

b) A way to avail itself of any right, power, or privilege that it has or may have under this contract to operate as waiver of any breach or default by the other Party.

c) Any waiver of a Party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

(b) Extension of Time

14.2 EXTENSIONS OF TIME

14.2.1 If at any time during performance of the Contract, the IT Implementation Agency or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to this Contract, the IT Implementation Agency shall promptly notify the Utility in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the ITIA's notice, the Utility shall evaluate the situation and may at its discretion extend the ITIA's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

14.2.2 Except in case of Force Majeure, as provided in Article 9 or where the delay in delivery of the Goods or completion of Related Services is caused due to any delay or default of the Utility, any extension granted under Article 14.2.1 shall not absolve the IT Implementation Agency from its liability to the pay of liquidated damages pursuant to Article 7. Time will be the essence of the Contract and no variation shall be permitted in the delivery time/delivery schedule mentioned in the order unless agreed by the Utility. The IT Implementation Agency is expected to implement the systems for the project area as per the schedule indicated in the Contract.

(c) Insurance

14.3 INSURANCE

14.3.1 The Goods supplied under the Contract shall be fully insured by the IT Implementation Agency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

14.3.2 The IT Implementation Agency shall furnish to the Utility

(d) Transportation

copies of certificates and policies of the Insurances as soon as they are affected and renewed by or on behalf Of the IT Implementation Agency from time to time in terms of Article 14.

14.4   TRANSPORTATION

14.4.1 The IT Implementation Agency shall at its own risk and expense transport all the ITIA's equipment to the site by the mode of transport that the IT Implementation Agency judges most suitable under all the circumstances.

14.4.2 Unless otherwise provided in the Contract, the IT Implementation Agency shall be entitled to select any safe mode of transport operated by any person to carry the ITIA's equipment.

14.4.3 The IT Implementation Agency shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the ITIA's equipment to the Project site. Utility shall use its best endeavours in a timely and expeditious manner to assist the IT Implementation Agency in obtaining such approvals, if requested by the IT Implementation Agency.

15.Confidential Information

15.1 Both IT Implementation Agency and the Utility undertake to each other to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussions leading up to or the entering of the Contract.

15.2   After the entering of the Contract, the Utility and the IT Implementation Agency shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the IT Implementation Agency may furnish to its subcontractors such documents, data, and other information it receives from the Utility to the extent required for the subcontractors to perform its work under the Contract, in which event the IT Implementation Agency shall obtain from such subcontractors an undertaking of confidentiality similar to that imposed on the IT Implementation Agency under this Article 16.

15.3 The Utility shall not use such documents, data, and other

information received from the IT Implementation Agency for any purposes unrelated to the Contract. Similarly, the IT Implementation Agency shall not use such documents, data, and other information received from the Utility for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

15.3.1 The obligation of a Party under Articles 15.1 and 15.2 above, however, shall not apply to information that:

a) Utility or IT Implementation Agency need to share with the institutions participating in the financing of the Contract;

b) now or hereafter enters the public domain through no fault of that Party;

c) can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party; or

d) Otherwise lawfully becomes available to that Party from a third Party that has no obligation of confidentiality.

15.3.2 The above provisions of this Article 15 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of execution of the Contract in respect of the Supply or any part thereof.

15.3.3 Each of the Parties to this Contract, undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of the above Articles by its employees, agents and sub-contractors.

15.3.4 The provisions of this Article 15 survive completion or termination, for whatever reason, of the Contract.

16. Subcontracting

16.1 The IT Implementation Agency shall be permitted to appoint subcontractor(s) so as to meet its obligations under the Contract with the Utility, with intimation to the Utility, provided they ensure that any person engaged by IT Implementation Agency are not blacklisted by any Government organization or regulatory agencies or Government Undertaking as on the date of intimation to the Utility (as defined under the Section 2 of this RFP).

16.2 IT Implementation Agency shall engage only such sub-contractor(s) who satisfy the eligibility requirement in terms of applicable laws including the guidelines issued vide Order No. F/No.6/18/2019-PPD by Ministry of

Finance, Department of Expenditure, Public Procurement Division dated 23 July 2020 and as amended from time to time.

17. Warranty

17.1 The IT Implementation Agency warrants that all the Goods that would be used as part of Solution would be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

17.2 The IT Implementation Agency further warrants that the Goods shall be free from defects arising from any act or omission of the IT Implementation Agency or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

17.3 The warranty of the IT/OT Applications shall remain valid till expiry of the Contract Period.

17.4 The IT Implementation Agency shall be responsible for comprehensive maintenance of all the equipment and systems supplied & installed under this Contract during the Operational Period. There may be some variation during detailed engineering. IT Implementation Agency will have to make their own assessment of the systems and deploy manpower accordingly. However, it is to be ensured that specified manpower of requisite qualification is deployed.

17.5 The maintenance of the system supplied & installed by the IT Implementation Agency shall be comprehensive. The IT Implementation Agency shall be responsible for providing all the spares as may be required. The spares shall be maintained by the IT Implementation Agency at no extra cost to the Utility.

18. Change in Laws and Regulations

18.1 Unless otherwise specified in the Contract, if after the Bid Submission Deadline indicated in **SCC**, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India where the sites is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the project delivery, then such delivery shall be correspondingly amended, to the extent that the IT Implementation Agency has thereby been affected in the performance of any of its obligations under the Contract.

18.2 The Party affected by a change in law shall give notice giving details of the likely impact of the change in law. The Parties shall negotiate in good faith to place the affected party at the same economic position as if no change in law had occurred. Provided only such change in law events which have financial impact beyond a threshold specified in SCC, are to be considered for the purposes of grant of relief to the affected Party.

18.3 Notification of Change In Law: If the IT Implementation Agency is affected by a Change in Law in accordance with Article 19.1 and wishes to claim relief for such Change in Law under this Article 18, it shall give notice to the Utility of such Change in Law as soon as reasonably practicable after becoming aware of the same. Any notice served pursuant to Articles 17 shall provide, amongst other things, precise details of the Change in Law and its effect on the IT Implementation Agency.

19. Severability

19.1 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract or the Contract as a whole and the remaining provisions of the Contract shall remain in full force and effect.

20. Language

20.1 The official language of the Contract is English. Contract as well as all correspondence and documents relating to the Contract exchanged by the IT Implementation Agency and Utility, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, the English

translation shall govern.

20.2 The IT Implementation Agency shall bear all costs of translation to English and all risks of the accuracy of such translation. The IT Implementation Agency shall be bound to the English translation and what has been stated therein.

21. Assignment

21.1 The IT Implementation Agency shall not assign, in whole or in part, their obligations under this Contract without prior permission of the Utility.

21.2 However, in case of default by the IT Implementation Agency in debt repayments or in the event of default by the IT Implementation Agency as per Article 10 of Section 7, the Utility may facilitate the Lenders to substitute the existing IT Implementation Agency with their nominee IT Implementation Agency subject to the fulfilment of the qualification requirements and provisions of the Contract and subsequently execute an amendment to this Contract.

22. Entire Agreement

22.1 This Contract along with all its annexures, schedule and the provisions of the RFP reflect the entire understanding of the Parties.

22.2 No variation or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

23. Disclaimer

23.1 Utility reserves the right to share, with any consultant of its choosing, any resultant proposals in order to secure expert opinion.

23.2 Utility reserves the right to accept any proposal deemed to be in the best interest of the Utility.

24. Public Disclosure

24.1 All materials provided to Utility by the IT Implementation Agency may be disclosed in accordance with the provisions of applicable law including but not limited to the Right To Information Act, 2005 (RTI), etc.

24.2 The ITIA's team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless Utility first gives the IT Implementation Agency its written consent.

25. Adherence to Safety Procedures, Rules,

25.1 IT Implementation Agency shall comply with the provision of all laws including labour laws, rules, regulations and notifications

Regulations and Restriction		issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Utility shall be applicable in the performance of this Contract and ITIA's team shall abide by these laws.
	25.2	Access to the Utility's locations shall be strictly restricted. No access to any person except the designated personnel belonging to the IT Implementation Agency who are genuinely required for execution of work or for carrying out management/maintenance who have been explicitly authorized by Utility shall be allowed entry to the Utility's locations. Even if allowed, access shall be restricted to the pertaining equipment of Utility only. The IT Implementation Agency shall maintain a log of all such activities.
	25.3	The IT Implementation Agency shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. ITIA's team shall adhere to all security requirement/regulations of Utility during the execution of the work. Utility's employees and associates also shall comply with safety procedures/policy.
	25.4	The IT Implementation Agency shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
	25.5	Utility will be indemnified for all the situations mentioned in this Article in the similar way as defined in Article 11.
26. Non- Solicitation of Staff	26.1	The Articles of this contract, which by nature are intended to survive termination of this Contract, shall remain in effect after such termination
27. Survival	27.1	The Articles of this contract, which by nature are intended to survive termination of this Contract, shall remain in effect after such termination.
	27.2	In the event IT Implementation Agency is a consortium and a Party proposes to cease to be a member of the Consortium it shall send a notice to the Utility and all other members of the Consortium. In the event no objection is received from the Utility and/ or other Consortium Member within 15 days of the receipt of notice, the Consortium Member shall be entitled to leave the Project after giving a notice of 7 days.
	27.3	Notwithstanding that exit of any member of the consortium, the

Lead Consortium Member shall be responsible for development of the Project and compliance with the terms and conditions of this IT Implementation Agency Contract.

27.4   In the event Lead Consortium Member proposes to bring in a new entity for implementation of the Project, such new entity shall execute a deed of adherence stating that it shall comply with the provisions of the Consortium Agreement and the IT Implementation Agency Contract. Also, the new entity, as on date of replacement shall, satisfy the qualification requirements as mentioned in section 3: Eligibility and Qualification requirements.

28. Notices

28.1   All notices to be given under this Contract shall be in writing and in the English language.

28.2   A Notice shall be effective when delivered or on the notice effective date, whichever is later.

28.3   All notices must be delivered personally, by registered or certified mail or by facsimile transmission or email.

28.4   All notices shall be effective:

a) If sent by facsimile transmission or email, when sent (on receipt of confirmation of the correct number or address);
b) If sent by registered post or certified mail, within 5 (five) days of dispatch;
c) If delivered personally, on receipt by intended recipient, provided that all notices given by facsimile transmission shall be confirmed by registered or certified mail.

28.5   Each party shall forthwith notify the other party of any change in its address to which notices under this Contract are to be delivered, mailed or facsimiled.

29. [Advance Payment security (Optional)]

DELETED

C. Special Conditions of Contract

GCC Article/ Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
4.1.1	<Insert Contract Price>
5.1	[5% of the Contract Price or as per the prevalent GoI guidelines/ Orders]
6.1	[1% of the Contract Price for every month of delay capped at 10%]

10.5.3 (a)	[60] %
10.5.3 (b)	[100] %
10.5.3 (c) i	[60] %
10.5.3 (c) ii	[100] %
10.5.4 (a)	[10.5] %
12.5	DELETED
12.6	Thiruvananthapuram
18.1	09.10.2024
18.2	[0.2 % of the Contract Price]

Appendix A – Project Requirements (IT/OT System Requirements and Service Level Agreement)

[This Appendix shall include Section 6 of the RFP Document including all amendments/ clarification etc. thereto]

Appendix B – ATS Charges

[This Appendix shall include Bill of Material given in Section 5 of the RFP Document and the charges agreed thereof]

Section 8. Contract Related Forms

Form No.	Document
1	Performance Security as per the format prescribed in Form 1
2	Letter of Award as per the format prescribed in Form 2
3	Format for Bank Guarantee for Advance payment in Form 3 *(Optional)*

Form 1: Format of Performance Security

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page.]

Reference No. …………….   Bank Guarantee No. …………..   Dated: …………….

To:
[Utility]
[Address]

Dear Sir/ Madam,

WHEREAS……………. *[Insert name of the Sole Bidder/ Lead Consortium Member]* with address ……………. [*Insert address of the Sole Bidder/ Lead Consortium Member*] having its registered office at ……………. [*Insert address of the Sole Bidder/ Lead Consortium Member*] (hereinafter, the "Contractor"), subsequent to participation in Tender No. [Tender Details] (the "RFP") issued by [Utility] (hereinafter, the "Beneficiary") for Appointment of IT Implementation Agency for Implementation of Utility IT/OT Applications   , have been issued the Letter of Award as the Selected Bidder. The Selected Bidder was required to incorporate the IT Implementation Agency. Further the IT Implementation Agency was required to furnish a Performance Security in the form of a Bank Guarantee

And WHEREAS a Bank Guarantee for Rupees ……………. *[Insert amount in words equivalent]* (…………….) *[Insert amount in figures]* valid till……………. [*Insert Contract Period*] is required to be submitted by the IT Implementation Agency as per the terms and conditions of the RFP.

We,…………….*[Insert name of the Bank and address of the Branch giving the Bank Guarantee]* having our registered office at ……………[Insert address of the registered office of the Bank] hereby give this Bank Guarantee No. ……………[Insert Bank Guarantee number] dated ……………[Insert the date of the Bank Guarantee], and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Beneficiary any officer authorized by it in this behalf any amount not exceeding Rupees ……………. [Insert amount in words] (…………….) [Insert amount in figures] to the said Beneficiary on behalf of the Contractor.

We ……………. *[Insert name of the Bank]* also agree that non-performance, delayed performance or violation of any of the terms and conditions of the contract by IT Implementation Agency would constitute a default on the part of the Bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the IT Implementation Agency or the Selected Bidder and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of ……………. [Insert the date of validity of the Bank] and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of the Bidder Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the Bidder and the Beneficiary.

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rupees ……… [*Insert amount in words equivalent*]. Our Guarantee shall remain in force till ……………. [*Insert the contract period*]. Unless demands or claims under this Bank Guarantee are made to us in writing on or before……………. [*Insert contract period*], all rights of the Beneficiary under this Bank Guarantee shall be forfeited, and we shall be released and discharged from all liabilities there under.

[Insert the address of the Bank with complete postal branch code, telephone and fax numbers, and official round seal of the Bank]

[Insert signature of the Bank's Authorized Signatory]

Attested:

……………………………. [Signature] (Notary Public)

Place: …………………………. Date: …………………………….

_____

INSTRUCTIONS FOR SUBMITTING BANK GUARANTEE

1. Bank Guarantee to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.
2. The Bank Guarantee by Bidder shall be given from the Scheduled Commercial Banks.

Form 2: Format of Letter of Award

Sub: Bid for Appointment of IT Implementation Agency for Implementation of Utility IT/OT Applications

REF: - 1. Request for Proposal for selection of IT Implementation Agency dated [•] ("RFP")
2. Your proposal dated [•] ("Proposal")
3. Your clarification [•]

Dear Sir,

1.   This is in reference to your Proposal in relation to the RFP.

2.   Pursuant to the evaluations of the Bid, your bid has been found to be most suited.

3.   A draft of the IT Implementation Agency Contract was provided to you along with the RFP. Please note that there shall be no change whatsoever in the terms and conditions as set out in the draft Contract.

4.   Please note that in the event of failure to comply with any terms and conditions of this Letter of Award, the entire Bid Security may be forfeited.

5.   Any further correspondence in connection with the Project should be addressed to the [insert details of the appropriate authority •]" with a copy to Chairman/ Managing Director, till further instructions are issued.

6.   The terms and conditions as set out in this Letter of Award shall stand valid until execution of the IT Implementation Agency Contract.

7.   Please acknowledge the receipt and return the duplicate copy of this Letter of Award after signing and stamping it in all the pages to the undersigned as a token of acceptance.

Thanking You

Yours truly
[insert details of the Utility]

Reference No. …………….   Bank Guarantee No. ………….….   Dated: …………….

Form 3: Format of Bank Guarantee for Advance payment (Optional)

Bank Guarantee No. ……………………   Date...................

Contract No....................................

…………..*[Name of Contract]* …………………..

To: *[Name and address of the Employer]*

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") signed on ....*(insert date of the Contract)* .... between you and M/s .... *(Name of Contractor)* ...., having its Principal place of business at ………... *(Address of Contractor)* .... and Registered Office at …………... *(Registered address of Contractor)* .... ("the Contractor") concerning ……...............…... *(Indicate brief scope of work)* .... for the complete execution of the …… *(insert name of Package along with name of the Project)*..........

Whereas, in accordance with the terms of the said Contract, the Employer has agreed to pay or cause to be paid to the Contractor an Advance Payment in the amount of ………….*(Amount in figures and words)*……………

By this letter we, the undersigned, ………*(insert name & address of the issuing bank)* ………, a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of .... and having its Registered/Head Office at …..……….*(insert address of registered office of the bank)*……...... do hereby irrevocably guarantee repayment of the said amounts upon the first demand of the Employer without cavil or argument in the event that the Contractor fails to commence or fulfill its obligations under the terms of the said Contract, and in the event of such failure, refuses to repay all or part (as the case may be) of the said advance payment to the Employer.

Provided always that the Bank's obligation shall be limited to an amount equal to the outstanding balance of the advance payment, taking into account such amounts, which have been repaid by the Contractor from time to time in accordance with the terms of payment of the said Contract as evidenced by appropriate payment certificates.

This Guarantee shall remain in full force from the date upon which the said advance payment is received by the Contractor upto thirty (30) days beyond the date on which the entire advance so advanced along with the interest if any due thereon has been fully adjusted in terms of the Contract i.e., up to of thirty (30) days beyond the date of Completion of the Facilities under the Contract. This Guarantee may be extended from time to time, as may be desired by M/s. ………………………… on whose behalf this Guarantee has been issued.

Any claims to be made under this Guarantee must be received by the Bank during its period of validity, i.e. up to thirty (30) days beyond the date of Completion of the Facilities by the Employer i.e. up to and inclusive of ……………. *(dd/mm/yy)*.

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.

2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote

"Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*) _____ [_____ (*value in words*) _____].

2. This Bank Guarantee shall be valid up to _____ *(validity date)* _____.

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ *(validity date)* _____."

Unquote