



APGCL BID DOCUMENT

**NATIONAL COMPETITIVE BIDDING
(e-Procurement)**

**Name of Work:
Managing and hosting APGCL SAP ERP on Cloud**

Tender No.: APGCL/CGMPP&I/PROJ/ERP/LOT2/2022/111

Dated 18/10/2025

Issued by:

The Chief General Manager (PP&I),
Assam Power Generation Corporation Limited
3rd Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-781001

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SECTION-I

Assam Power Generation Corporation Limited
3rd Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-781001
Website: - www.apgcl.org

Notice Inviting Tender

Tender Ref. No. APGCL/CGMPP&I/PROJ/ERP/LOT2/2022/111

Dated: 18/10/2025

- (i) The Chief General Manager (PP&I) APGCL hereby invites online Bids from eligible Bidders following **Single Stage Two Envelope system of bidding** through **Quality & Cost Based Selection (QCBS) evaluation** for **Managing and hosting APGCL SAP ERP on Cloud for a period of 3 (three) years**. Open Competitive Bidding method shall be followed for selection of most preferred bidder for the tendered Item(s).
- (ii) The Bidding Documents can be downloaded by prospective bidders from the Procurement portal i.e., <https://assamtenders.gov.in>, free of cost.
- (iii) All Bids must be accompanied by **Bid Processing Fee of Rs. 10,000.00/- (Rupees Ten Thousand only)** and **Bid Security (EMD) of the amount of Rs. 10,00,000.00 (Rupees Ten Lakh Only)**.
No Exemptions to Bid Security (EMD) is allowed in this Tender.
- (iv) Bids must be submitted online on the e-Procurement portal (i.e., <https://assamtenders.gov.in>) on or before the due date for submission i.e., up to **12:00 Hrs. of 19/11/2025**.
- (v) **Pre-bid Meeting date: 11:30 AM of 29/10/2025**
- (vi) Last date of receiving any queries is on or before the Pre-Bid Meeting date, which is 29/10/2025.
- (vii) **Bid Submission Start Date: 7/11/2025**
- (viii) The Technical Bid will be opened online on **16.00 Hrs. of 19/11/2025** and the Price Bid shall be opened online only for the technical qualified bidders. **(The date of opening of the price bid shall be intimated later on the Portal).**

Sd/-

Chief General Manager (PP&I)
APGCL, Bijulee Bhawan, Guwahati-1

SECTION-II

1. INSTRUCTION TO BIDDERS (ITB)

(Note: The Terms – ‘Bidder’, ‘Contractor’, ‘Supplier’ has been used interchangeably in this document.)

2.1 Introduction

- 2.1.1 Assam Power Generation Corporation Ltd. (APGCL) is a state GENCO operating in the state of Assam and with the vision of availability of reliable and quality power at competitive rates and on a sustainable basis.

APGCL has various gas based thermal power plants as well as hydro power plants. The Thermal Power Plants of APGCL are Lakwa Thermal Power Station, located in the District of Charaideo and Namrup Thermal Power Station, located in the District of Dibrugarh in the State of Assam. The various Hydro Plants of APGCL are Karbi Langpi Hydro Electric Power Project and Myntriang Small Hydro Electric Project, both located in the District of Karbi Anglong in the State of Assam. In addition, there are a few hydro and solar projects in pipeline/under construction of APGCL.

For smooth functioning of business processes, SAP Enterprise Resource Planning (ERP) Application and Software has been implemented at all offices and plants of APGCL. A total of 8 (eight) modules was implemented namely – FICO (Finance and Budgeting), MM (Material Management), ECM (Energy Chain Management), HRM (Human Resource Management & Payroll), DMS (Document Management System) & E-office, PM (Plant Management), PS (Project Management) and TP (Tariff Petition). There are total of 900 ESS licenses and 300 R3 licenses of APGCL. The SAP ERP Application and Software is deployed in a cloud-based infrastructure and the respective users of APGCL are using the SAP ERP application through ILL & MPLS connectivity. The Cloud infrastructure (Data Centre & Disaster Recovery Centre) is currently hosted in a MeitY empanelled, STQC audited, Government Community Cloud (GCC).

- 2.1.2 The Procuring Entity (i.e., APGCL) has issued this Bidding Document for managing and hosting of Cloud Services as specified in “**Section IV- Schedule of Requirement**” in connection with the notice inviting tenders from the eligible bidders.
- 2.1.3 This Section provides the relevant information as well as instructions to assist prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Procuring Entity (APGCL) for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award of contract.
- 2.1.4 Before preparing and submitting the bids (Technical & Price) online at the e-Procurement portal in the prescribed manner, the bidder should read and examine all the terms and conditions, instructions, etc., contained in this Bidding Document. Failure to provide the required information or to comply with the instructions incorporated in this Bidding Document may result in rejection of bid.
- 2.1.5 The Bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid and subsequently processing the same. The Procuring Entity shall, in no case be responsible or liable for any such cost, expenditure, etc., regardless of the conduct or outcome of the bidding process.

2.2 Language of Bids

Bid submitted by the Bidder and all subsequent correspondences and documents relating to the bid exchanged between the Bidder and the Procuring Entity (APGCL), shall be written in English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language,

provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

2.3 Code of Integrity

2.3.1 The Procuring Entity (APGCL) and all its officials or employees, whether involved in the procurement process or otherwise, or bidders and their representatives or consultants or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.

2.3.2 Govt. of Assam prescribes to uphold the Code of Integrity, which prohibits officials or employees of a Procuring Entity or any person(s) participating in the bidding process, as bidder or otherwise, the following:

- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- (v) any financial or business transactions between the bidder and any officer or employee of the Procuring Entity, who are directly or indirectly related to the tender or execution process of contract;
- (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (vii) any obstruction of any investigation or audit of a procurement process;
- (viii) making false declaration or providing false information for participation in
 - a) tender process or to secure a contract;
 - b) disclosure of Conflict of Interest;
 - c) disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity.

2.3.3 In case of any breach of the Code of Integrity by a bidder or a prospective bidder, as the case may be, the TIA (Tender Inviting Authority)/APGCL after giving a reasonable opportunity of being heard, may take appropriate measures including –

- (i) exclusion of the bidder from the procurement process;
- (ii) calling off pre-contract negotiations and forfeiture or encashment of bid security;
- (iii) forfeiture or encashment of any other security or bond relating to procurement;
- (iv) recovery of payments made by the Tender Inviting Entity (APGCL) along with interest thereon at bank rate;
- (v) cancellation of the relevant contract and recovery of compensation for loss incurred by it;
- (vi) Initiate available legal actions available under different laws in India.
- (vii) debarment of the bidder from participation in any tender issued by the Procuring Entity (APGCL) for a period not exceeding three years.

2.4 Conflict of Interest

2.4.1 Conflict of Interest for a Procuring Entity or its personnel (i.e., officials or employees) and bidders is a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

2.4.2 Govt. of Assam describes the situations in which a Procuring Entity or its personnel maybe considered to be in a situation of Conflict of Interest include, but are not limited to the following-

- (i) Conflict of Interest occurs when the private interests of a Procuring Entity or its personnel, such as personal, non-official, extra-professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.
- (ii) within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;
- (iii) Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material assets, or the use of the office of the Procuring Entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favour;
- (iv) Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends, or someone they favour, to benefit directly or indirectly from the decision or action of the Procuring Entity.

2.4.3 The situations in which bidders participating in a procurement process or their representatives may be in Conflict of Interest include, but are not limited to the following:

- (i) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement process or execution of contract;
- (ii) If they receive or have received any direct or indirect subsidy from any other bidder;
- (iii) If they have the same legal representative for purposes of the bid;
- (iv) If they 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;
- (v) If they participate in more than one bid in the same bidding process;
- (vi) If they have controlling partners in common;
- (vii) If a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in anyway.

2.4.4 In case of a holding company having more than one independently manufacturing/processing/producing/service unit or more than one unit having common business ownership or management, only one unit shall be allowed to submit bid or quote to prevent any Conflict of Interest. Similar restrictions shall apply to closely related sister or subsidiary companies. Such bidders must proactively declare such sister or subsidiary company or common business or management units in similar lines of business.

2.5 Bidders' Eligibility

2.5.1 Bidder shall be a single business entity (or Joint Venture (JV)/Consortium/LLP/Corporation etc.) having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act in India.

2.5.2 The Bidder shall be of the following category to be eligible to participate in the bidding process:

- (i) The Bidder shall be a **Ministry of Electronics and Information Technology (MeitY)**, Government of India empanelled Cloud Service Provider having valid empanelment as per the latest MeitY guidelines.
 - (ii) The Bidder shall be Standardisation Testing and Quality Certification (STQC) Audited CSP (Cloud Service Provider) offering Government Community Cloud (GCC)
The Bidder's data center infrastructure must be certified as minimum Tier-III or higher.
- 2.5.3 Bidder should not have a Conflict of Interest as prescribed and specified in ITB Para 2.4, which materially affects fair competition.
- 2.5.4 In addition, any bidder participating in the bidding process shall–
- (i) Have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority.
 - (ii) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
 - (iii) not have, and their directors and officers do not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
 - (iv) not be debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them.
 - (v) The Bidder must have an average annual Turnover of at least **Rs. 5.00 Cr. (Rupees Five Crore only)** in last 3(Three) financial years, FY 2022-23, 2023-24 & 2024-25. Also, Net Worth of bidder must be positive during last 3(three) financial years – FY 2022-23, 2023-24, 2024-25. In this regard, certified copy from Chartered Accountant should be submitted by the bidder along with their technical bid. These shall be accompanied by relevant audited financial statements viz. - Balance Sheet, Profit & Loss Statement, ITR, etc. of the last 03 (three) financial years, FY: 2022-23, 2023-24 & 2024-25.

2.6 Bidders' Qualification

- 2.6.1 Bidders should substantially meet the qualification criteria as stipulated in the **"Section III - Evaluation and Qualification Criteria"**.
- 2.6.2 Bidders should fill and submit the Forms provided in **"Section V - Bidding Forms"** with relevant information and supporting evidence of fulfilment of their qualification, along with the technical bid.

BIDDING DOCUMENT

2.7 Content of this Bidding Document

- 2.7.1 The Bidding Documents include the following Sections, which should be read in conjunction with any amendment issued in accordance with ITB Para 2.10.

- | | |
|-------------------|---------------------------------------|
| (i) Section I | Notice Inviting Tender (NIT) |
| (ii) Section II | Instructions to Bidders (ITB) |
| (iii) Section III | Evaluation and Qualification Criteria |
| (iv) Section IV | Schedule of Requirements |
| (v) Section V | Bidding Forms |
| (vi) Section VI | General Terms and Conditions (GTC) |

(vii)Section VII Special Terms and Conditions (STC)

- 2.7.2 Unless downloaded directly from the e-Procurement portal, the Procuring Entity (APGCL) shall not be responsible for the correctness of the Bidding Document, responses to requests for clarification, the Minutes of the Pre-bid meeting, if any, or amendment(s) to the Bidding Documents in accordance with ITB Para 2.10.
- 2.7.3 Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all relevant information and documents as required by the Bidding Documents.

2.8 Clarifications of Bidding Documents

- 2.8.1 A Bidder requiring any clarification of the Bidding Document shall communicate in writing to the Procuring Entity through email with reference to the Bidding Document at the following email Ids:
- it-cell@apgcl.org
- 2.8.2 Interested bidders are requested to email at the email mentioned above on or before the pre-bid meeting date regarding their attendance and queries. A form (Refer Section V, Form B11: Bidder's Clarification Form) is provided so that queries received may be clarified during the pre-bid meeting.
- 2.8.3 Last date of receiving queries is on or before the pre-bid meeting date.
- 2.8.4 The Procuring Entity (APGCL) will respond in writing to any request for clarification, provided that such a request is received as per the date stipulated in this bid document.
- 2.8.5 The Procuring Entity (APGCL) may also promptly publish a brief description of the enquiry but without identifying its source and its response at the official website/e-Procurement portal.
- 2.8.6 Should the clarification result in changes to the essential elements of the Bidding Documents, the Procuring Entity shall amend the Bidding Documents following the procedure given under ITB Para 2.10.

2.9 Pre-Bid Meeting

Pre-bid meeting comprising both Video Conference mode and in-person session shall be scheduled on the date, time and place as follows:

Date: 29/10/2025 (Wednesday)

Time: 11:30 hrs (IST)

Place: 3rd Floor Chairman Conference Hall, APGCL, Bijulee Bhawan, Paltan Bazar, Guwahati, Assam, India.

The link of the online meeting shall be intimated to the interested bidder prior to the scheduled date. Interested bidders are requested to email at it-cell@apgcl.org on or before 11:00 hrs (IST) of 27/10/2025 intimating their willingness for participation in the pre-bid meeting.

Representatives (maximum 2(two) nos.) of interested bidders will be allowed to participate in the pre-bid meet. The representatives must carry ID-proof/authorization letter from the Bidder.

A form (Refer Section V: Bidding Forms, Form-B11) is provided in this regard, so that queries received may be clarified during the pre-bid meeting.

Last date of receiving queries is on or before the pre-bid meeting date.

2.10 Amendments to Bidding (Tender) Document

- 2.10.1 At any time prior to the due date for submission of bid, the Procuring Entity (APGCL) may amend or modify the Bidding Document by issuing amendment(s) pursuant to ITB Para 2.8 and 2.9 or for any other reason, it deemed fit.
- 2.10.2 Such amendment(s) will be published at the e-Procurement portal and the same shall be binding on all prospective Bidders.
- 2.10.3 To give reasonable time to prospective bidders to take necessary action in preparing their bids, the Procuring Entity (APGCL) may, at its discretion, extend the deadline for the submission of bids and other allied time frames, which are linked with that deadline.
- 2.10.4 Any Bidder who has downloaded the Bidding Documents should check the amendment(s), if any, issued on the Procurement portal. **The Procuring Entity (APGCL) shall not be responsible, in any manner, if any prospective Bidder misses any amendment(s) published on the portal.**

PREPARATION OF BIDS

2.11 Documents Comprising the Technical Bid

- 2.11.1 The bid shall be submitted online in two parts (i.e., Technical Bid & Price Bid) at the e-Procurement portal by the bidder within due date and time. The Technical Bid shall consist of the following documents.
- i) **"Letter of Bid"** as per Form provided in Section V – Bidding Forms (Form-B1);
 - ii) **"Bidder Information"** as per Form provided in Section V: Bidding Forms (Form-B2);
 - iii) **"Manufacturer's Authorization Letter"**, in case the bidder is not the Manufacturer of the quoted item(s), as per Form given in Section V: Bidding Forms (Form-B3);
 - iv) **"Details of Supply and Work Done by Bidder"** as per format given in Section V: Bidding Form along with supporting documents (Form-B4);
 - v) **"Certificate on Financial Strength"** of the Bidder as per format given in Section V: Bidding Forms (Form-B5);
 - vi) **"Cash Flow Capacity"** of the Bidder as per format given in Section V: Bidding Forms (Form-B6);
 - vii) Duly Executed **"Power of Attorney"** for the Authorized Signatory of the Bid as per format given in Section V: Bidding Forms (Form-B7);
 - viii) **"Undertakings by the Bidder"** as per format given in Section V: Bidding Forms (Form-B8)
 - ix) **"Bid Processing Fee"** in accordance with ITB Para 2.19;
 - x) **"Bid Security"** furnished in accordance with ITB Para 2.20 (Section V, Form-B9);
 - xi) **"Performance Bank Guarantee"** as per format given in Section V: Bidding Forms (Form-B10)
 - xii) **Documents establishing compliance** to the required quality standards of the products & services offered and of the process followed by the supplier in accordance with ITB Para 2.16 and Section-IV: Schedule of Requirements. Technical Specifications of the Offered Products & Services in compliance with APGCL Bid requirement shall be submitted.
 - xiii) **Bidder's Certificate of Incorporation/ Registration, Article and Memorandum of Association** or any such registration document.
 - xiv) Self-attested copy of **PAN**;
 - xv) Self-attested copy of **GST Registration Certificate**.
 - xvi) Audited Statement of Accounts/Chartered Accountant Certified Financial Documents (Balance Sheet, P&L Statement, Cash Flow Statement) for last three financial years ending on 31/03/2025.
 - xvii) **Mandatory Qualification Criteria Documents** to be submitted as per Section VII: Special Terms and Conditions, Clause 7.8.
 - xviii) **"Checklist of Documents"** submitted along with the Bid in the Format (Form-B12) as given in Section V: Bidding Forms

xix) All other documents as per this Bid requirement.

2.12 Price Bid

- 2.12.1 **The blank Price Bid in the form of BoQ should be downloaded from the portal <https://assamtenders.gov.in> and saved on Bidder's computer without changing filename otherwise price bid will not get uploaded.** The Bidder should fill in the details in the same file (BoQ) and upload the same back to the portal. **Hardcopy of Price bid will not be accepted.**
- 2.12.2 **Price Bid (BoQ) must be submitted online (soft copies) only.** The BoQ (excel sheet available in e-procurement portal) is specific to the Bidder and is not interchangeable. The BoQ file shall be downloaded from the e-procurement portal and prices shall be quoted in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison. The BoQ should be submitted online on the portal i.e., <https://assamtenders.gov.in>.
- 2.12.3 Price Bid shall be prepared in accordance with ITB Para 2.14.

2.13 Preparation and Submission of Bid

- 2.13.1 The Bidder shall prepare the Technical Bid comprising of all documents as mentioned in ITB-2.11 and any other document as required. The bid shall be typed with all pages serially numbered and signed by the Bidder or a person duly authorized to sign on its behalf, in token of acceptance of the Bid terms and conditions. Corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are duly signed or initialled by the person signing the bid.
- 2.13.2 The Bidder shall submit both Technical and Price Bid **online** at the e-Procurement portal within due date and time for submission.
- 2.13.3 The bidding documents issued by the Procuring Entity in the e-procurement portal (i.e., <https://assamtenders.gov.in>) will appear in the "Latest Active Tender". The Bidders/ Guest users can download the Bidding documents only after the due date & time of issue. The publication of the Bidding Document (i.e., Tender) will be for specific period till the due date for submission of bids after which the same will be removed from the list of "Latest Active Tender".
- 2.13.4 **Portal Registration:** The bidder intending to participate in the bid is required to register in the e-Procurement portal using an active personal/ official e-mail ID as his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) - Class II or III to his/her unique Login ID. He/ She must submit the relevant information as asked for about the bidder. The portal registration of the bidder is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents. **For further details, the bidder may visit the Assam Tender Portal <https://assamtenders.gov.in>.**
- 2.13.5 The bidder can download the bidding document and undertake the necessary preparatory work and thereafter upload the completed bid at their convenience before due date and time for submission.
- 2.13.6 The bidder shall upload **technical bid** in **".pdf"** format.

2.14 Bid Prices

- 2.14.1 The prices quoted by the Bidder in the Price Bid (Price Schedule i.e., BoQ) shall conform to the requirements specified below.
- 2.14.2 **The Bidder must quote for all items in the price schedule (BoQ). No part offer of the tender shall be accepted.**
- 2.14.3 The price quoted by the Bidder shall be fixed (remain Firm) during the Bidder's performance of the Contract and shall not be subject to variation on any account, unless otherwise specified in this Bidding Document. The bid submitted with adjustable price quotation shall be treated as nonresponsive and shall be rejected.
- 2.14.4 The price offered in the Price Bid (BoQ) for the item(s) shall be based on FOR consignee location/DDP (Place of destination) price. (Any additional charges shall be inclusive)

- 2.14.5 The price quoted by bidder shall also be inclusive of any charges against travelling expenses of Contractor's Personnel, boarding & lodging of Contractor's Personnel at site etc.
- 2.14.7 The bidder must unconditionally offer in the Bid to supply the goods and other associated services as specified for each item in Section-IV: Schedule of Requirements. Additional price for further extension of 3(Three) years is to be quoted by the bidder in the Price Bid (BoQ: Beyond 3 Years). However, it shall not be considered for financial evaluation.
- 2.14.8 The Bidder shall quote the Unit Rates for Additional Components in the Price Bid (BoQ: Unit Rates). Such rates shall be excluded from the financial evaluation of the Bid. The quoted Unit Rates shall be binding and applicable for any variation in quantity, as may be required during the execution of the Contract.
- 2.14.9 Quoting for additional price for 3(three) years and Unit Rates for additional components in the Price Bid is mandatory.

2.15 Bid Currency

- 2.15.1 The bidder should submit its quote in Indian Rupees only.
- 2.15.2 Bids, where prices are quoted in any other currency, shall be treated as non-responsive and rejected.

2.16 Documents Establishing Compliance

- 2.16.1 The Bidder shall furnish as part of its Bid the documentary evidence that the item(s) offered by it **conforms** to the required specifications, quality standard and other criteria as specified in Section-IV: Schedule of Requirements.
- 2.16.2 The documentary evidence may be in the form of literature, drawings, certificate, or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the item(s) offered, demonstrating substantial responsiveness of the quality standards & other requirements as per Section-IV: Schedule of Requirements.

2.17 Documents Establishing Eligibility & Qualification of the Bidder

- 2.17.1 To establish their eligibility in accordance with ITB Para 2.5, Bidders shall fill-up and submit all Bidding Forms and submit all requisite documents, etc. as per APGCL requirement.
- 2.17.2 The documentary evidence of the Bidder's qualifications to participate in the bid and own the contract, shall establish to the Bid Evaluation Committee's satisfaction that the Bidder meets each of the qualification criteria specified in Section-III: Evaluation and Qualification Criteria and any other criteria/clause mentioned in APGCL Bid Document.

2.18 Period of Validity of Bids

- 2.18.1 Bids shall remain valid for the period of **180 (one hundred eighty) days from the Start Date of online Bid submission**. A bid valid for a shorter period shall be rejected as non-responsive.
- 2.18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security.
- 2.18.3 The Bidder who agrees to the extension of the period of validity of bids so requested by the Procuring Entity (APGCL) shall also extend the period of validity of bid securities submitted by them or submit new bid security to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or new bid securities not submitted shall be considered to have refused the request to extend the period of validity of its bids and rejected as non-responsive. The decision of the Procuring Entity will be final and binding in this regard.

2.19 Bid Processing Fee

- 2.19.1 The Bidder shall furnish as part of its bid, **the Bid Processing Fee (non-refundable), of the amount Rs. 10,000.00/- (Rupees Ten Thousand only)** which shall be collected online from Bidder during bid submission at <https://assamtenders.gov.in>.

2.20 Bid Security (EMD)

- 2.20.1 The Bidder shall furnish as part of its bid, **a Bid Security (EMD) of Rs. 10,00,000.00 (Rupees Ten Lakhs Only)** which shall be deposited online during bid submission at <https://assamtenders.gov.in>.
- 2.20.2 The bid security can also be submitted in the form of Bank Guarantee issued by a Scheduled Bank in India.
- (i) If EMD is submitted through BG, the bidder will be required to upload the scan copy of the BG during online Bid submission, and the original Hard Copy of the BG should reach APGCL HQ on or before bid opening.
- 2.20.3 In case, bid security is submitted in form of Bank Guarantee, it should be submitted either using the format provided below in this document. The Bank Guarantee submitted as Bid Security shall be verified and confirmed from the competent authority of the concerning issuing Bank.
- 2.20.4 The Bid Security must remain valid for a period of one year from the start date of online submission of bid.
- 2.20.5 **Any bid not accompanied by a Bid Security as specified in ITB Para 2.20 shall be rejected as non-responsive.**
- 2.20.6 The Bid Security of unsuccessful bidder (Technically Rejected) shall be released upon completion and declaration of Technical Evaluations of the submitted bids.
- 2.20.7 The Bid Security of unsuccessful bidder (Technically Accepted but is/are not the bidder with H1 score) shall be released within 30 working days after signing of Agreement and deposit of performance security by the successful bidder.
- 2.20.8 The Bid Security of successful Bidders shall be released within 30 working days upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Para 2.33 and ITB Para 2.34.
- 2.20.9 In case Procuring Entity (APGCL) decides to cancel the procurement process, it shall return the bid security of all bidders after the decision to cancel procurement process.
- 2.20.10 The Bid Security of the bidder, who withdraws its bid prior to deadline for submission of bids, in case bid withdrawal is permitted, shall be returned after the opening of the bids.
- 2.20.11 The Bid Security deposited by a Bidder may be forfeited in the following cases:
- i) when the bidder withdraws or modifies its bid after due date for submission.
 - ii) **when the bidder does not deposit the required performance security and/or sign the contract within the specified period;** and
 - iii) if the bidder breaches any provisions of Code of Integrity prescribed for bidders as per ITB Para 2.3.
- 2.20.12 Instructions to bidder who intends to pay the EMD (bid security) amount of the tender through Bank Guarantee.

For bidders opting for payment of EMD through BG, the bidder shall follow the below steps at online portal <https://assamtenders.gov.in>

- The bidder shall select the EMD exemption option as "Yes" and in the following steps shall upload the Scanned BG documents and proceed.
- If the bidder selects the EMD exemption option as "No" then the system shall prompt to pay the EMD fees online. There shall be no option to upload the scanned BG document against EMD in that case and the bidder has to pay the EMD online only.

This is due to limitation/restriction of the portal. The bidder may not be able to proceed further or revert to the former menu. Hence for BG payment of EMD, the bidder shall select "YES" option.

- Since EMD exemption is not given for this tender and due to the limitation/restriction of the portal, the bidder may not be able to proceed with BG as EMD by selecting the "No EMD exemption option" of the portal, hence, the bidders are advised to proceed by selecting the EMD exemption as "Yes" in case EMD is submitted though BG.

Address to which the Original BG is to be submitted on or before Bid Opening:

The Chief General Manager (PP&I),
Assam Power Generation Corporation Ltd.,
3rd Floor, Bijulee Bhawan, Paltan Bazar,
Guwahati-1.

The BG shall be duly pledged in favour of the **Chief General Manager (PP&I), APGCL** and shall be valid for 01 (one) year period from the Start Date of online Bid submission.

No interest shall be payable on such deposits.

Note: The bidder is requested to advise the Bank Guarantee Issuing Bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank Guarantee in APGCL's tender issuing office:

The Bank Guarantee issued by the Bank must be routed through SFMS platform as per the following details:

- I. MT/IFN760/MT/IFN760 COV for issuing of Bank Guarantee.
- II. MT/IFFN 760/MT/IFN 767 COV for amendment of Bank Guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Paltan Bazar Branch, A/C no. 375010200007573, IFS code- UTIB0000375, Branch Address- AXIS Bank Ltd, Commercial Building, A.T. Road, Guwahati-781001, India.

BG format for EMD is given below in Section V (Form-B8) of this document.

Note: No EMD Exemption is provided for this Tender.

OPENING OF BIDS

2.21 Extension of Due Date for Submission of Bids

2.21.1 Bids must be submitted online (on e-tender portal) within due date and time for submission of bid.

2.21.2 The date of submission and opening of bids shall not be extended except when–

- i) Sufficient number of bids have not been received within the given time and the Purchase Committee of the Procuring Entity is of the opinion that further bids are likely to be submitted if time is extended; or
- ii) The Bidding Documents are required to be substantially modified because of discussions in pre-bid meeting or otherwise for any other reason and the time for preparations of bids by the prospective bidders appears to be insufficient for which such extension is required.

- 2.21.3 In cases where the time and date of submission of bids is extended, an amendment to the Bidding Documents shall be issued in accordance with ITB Para 2.10, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline extended.
- 2.21.4 If the due date for submission of bids is not a working day, the bids shall be opened at the same time and hour on the next working day.
- 2.21.5 Bidder can withdraw or resubmit an online bid any time prior to the due date and time for submission of Bid (except details of online submission of Bid Security & Processing fee). In case of online resubmission of the bid, the latest submitted bid shall be available for evaluation.

2.22 Opening of Bids

- 2.22.1 Technical Bids submitted by the Bidders through the e-Procurement portal shall be opened online on the due date for opening of the bid.

EVALUATION AND COMPARISON OF BIDS

2.23 Confidentiality

- 2.23.1 Information relating to the evaluation of bids including finalization of the list of technically qualified bidders, price comparison and recommendation for award of contract, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is officially communicated to all Bidders.
- 2.23.2 Any effort by a Bidder to influence the officials of the Procuring Entity (APGCL) or its committee in the evaluation or contract award decisions may result in the rejection of its Bid.
- 2.23.3 Notwithstanding ITB Para 2.23.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the officials of the Procuring Entity (APGCL) on any matter related to the bidding process, it should do so in writing.

2.24 Preliminary Examination of Bids

- 2.24.1 The Bid Evaluation Committee duly constituted by the Procuring Entity (APGCL) shall conduct a preliminary scrutiny of the bids at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:
- i) That the bid is prepared in the prescribed manner and contains the documents and information as required.
 - ii) the bid is valid for the period, specified in the Bidding Documents.
 - iii) that the bid is accompanied by due Bid Security and Processing Fee.
 - iv) That the bid is unconditional, and that the bidder has agreed to give the required performance security; and
 - v) whether any other conditions specified in the Bidding Documents are fulfilled.

2.25 Clarification of Bids

- 2.25.1 To assist in the examination, evaluation, comparison and qualification of the bids, the Tender Evaluation Committee may, at its discretion, ask any bidder in writing for clarification by a specific date regarding its bid specifically therein that if the bidder does not comply or respond by that date his bid shall be liable to be rejected. The request of the Committee for clarification and the response of the bidder thereto shall be in writing. Depending on the outcome, such bids shall be ignored or considered further.
- 2.25.2 Any clarification submitted by a bidder about his bid that is not in response to a request by the Committee specifically shall not be considered.

2.25.3 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder qualified or an unresponsive submission, responsive shall be sought, offered, or permitted under any circumstances.

2.25.4 All communication generated as above shall be included in the record of the procurement proceedings.

2.25.5 Any clarifications sought outside the means as stipulated in this bid document will not be given cognizance.

2.26 Immaterial Non-conformities in Bids

2.26.1 The Bid Evaluation Committee may waive non-conformities in the bid that do not constitute a material deviation, reservation or omission and deem the bid to be responsive.

2.26.2 The Bid Evaluation Committee may request the bidder to submit necessary information or documents which are **historical in nature** like audited statements of accounts, tax clearance certificate, PAN, etc. within a reasonable period. Failure of the bidder to comply with the request within the given time shall result in the rejection of its bid.

2.26.3 The Bid Evaluation Committee may rectify immaterial non-conformities or omissions based on the information or documentation received from the bidder under ITB Para 2.26.2.

2.27 Determination of Responsiveness

2.27.1 The Bid Evaluation Committee constituted by the Procuring Entity shall determine the responsiveness of a bid to the Bidding Documents based on the contents of the bid submitted by the Bidder;

2.27.2 A bid shall be deemed to be substantially responsive if it meets the requirements of the Bidding Documents without any material deviation, reservation, or omission where:

- (a) "deviation" is a departure from the requirements specified in the Bidding Document;
- (b) "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
- (c) "omission" is the failure to submit part or all of the information or documentation required in the bidding documents.

2.27.3 A "material deviation, reservation, or omission" is one that,

(a) If accepted, shall: -

- i) **effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Bidding Documents; or**
- ii) **limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Procuring Entity or the obligation of the Bidder under the proposed contract; or**

(b) if rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids.

2.27.4 The Bid Evaluation Committee shall examine the technical aspects of the bid to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission.

2.27.5 The Bid Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the bid;

- 2.27.6 Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

2.28 Non-conformities, Errors, and Omissions.

- 2.28.1 Provided that a Bid is substantially responsive, the Bid Evaluation Committee may waive any non-conformities in the Bid.
- 2.28.2 Provided that a bid is substantially responsive, the Bid Evaluation Committee may request that the Bidder submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial, non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

2.29 Evaluation and Comparison of Bids.

- 2.29.1 The Evaluation Committee of the Procuring Entity (APGCL) for Evaluation of this Bid shall use the criteria and methodologies listed in this Clause/document. No other evaluation criteria or methodologies shall be permitted.
- 2.29.2 The Price Bid of only those bidders who are technically responsive/ qualified shall be opened online for comparative evaluation.
- 2.29.3 The evaluation shall be done as specified in "Section III: Evaluation and Qualification Criteria" and the responsive bidder having the highest score shall be declared as the highest scoring (H1) bidder. In case of tie, the bidder quoting the lowest price for the extended period [Refer- BoQ sheet "Beyond 3 years"] shall be declared as the most preferred bidder.
- 2.29.4 In the event where the highest scoring (H1) bidder fails to undertake the contract, procuring entity may approach the second highest scoring (H2) bidder, whose bid is responsive, provided his quoted/negotiated price is less than or equal to the price of the H1 bidder.
- 2.29.5 The list of responsive and non-responsive bidder shall be published at the e-Procurement portal i.e., <https://assamtenders.gov.in> along with the reason for non-responsiveness.

2.30 Right to Accept or Reject any or all Bids

- 2.30.1 The Procuring Entity (APGCL) reserves the right to accept or reject any bid, and to cancel/annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the Bidders for which the management of the Procuring Entity shall keep record of clear and logical reasons properly for any such action/recall of bidding process. In case of cancellation / annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

AWARD OF CONTRACT

2.31 Award of Contract

- 2.31.1 Subject to ITB 2.30.1, the contract shall be awarded to the responsive bidder for the tendered item(s) as determined in the manner specified in ITB 2.29.
- 2.31.2 Procuring Entity (APGCL) shall award the tendered work to the highest scoring bidder(H1).
- 2.31.3 In case of a tie between two or more bidders (all bidders with H1 score), then the bidder quoting the lowest price for the extended period [Refer- BoQ sheet "Beyond 3 years"] shall be declared as the most preferred bidder.

2.32 Notification of Award

- 2.32.1 Prior to the expiration of the period of bid validity, the Procuring Entity (APGCL) shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (called the "Letter of Acceptance") shall specify the price of the

goods/works/service that the Procuring Entity (APGCL) will pay the Supplier/Contractor in consideration of timely completion of contracted work (called "the Contract Price"). In addition, the contracted rate quantity to be supplied and scope of work to be carried out by the contracted party shall also be specified. (called "the Contract Qty/Works"). APGCL may also issue a Work Order/Purchase Order thereafter containing details of the Scope of Supply & Work, Price, Terms & Conditions etc.

- 2.32.2 Until a formal Contract is prepared and executed, the Letter of Acceptance/Work Order/Purchase Order shall constitute a binding Contract. In case where a Contract is not executed, the Work Order/Purchase Order shall constitute the final binding of the contract for Contractor to execute and complete.

2.33 Performance Security

- 2.33.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance/Work Order/Purchase Order from the Procuring Entity (APGCL) or before signing of the Contract, whichever is earlier, the successful Bidder, shall furnish the Performance Security in accordance with the General Terms & Condition (GTC).
- 2.33.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity (APGCL) may award the Contract to the next highest scoring (H2) Bidder, whose bid is responsive, provided his quoted/negotiated price is less than or equal to the price of the H1 bidder.
- 2.33.3 The validity of the performance security shall be for a period of 45 (forty-five) days beyond the date of completion of all contractual obligations including warranty and maintenance obligations, if any. All claims under the warranty, etc. shall be preferred to the executants bank up to 6 (six) months from the above mentioned 45 (forty-five) days beyond period.

2.34 Signing of Contract

- 2.34.1 Promptly after notification of Award/issue of Letter of Acceptance/issue of Work Order, the Procuring Entity may send the successful Bidder the draft Contract Agreement.
- 2.34.2 The successful Bidder shall sign, date, and return the contract to the Procuring Entity (APGCL) within twenty-eight (28) days of receipt of the Letter of Acceptance/Work Order along with required performance security.

SECTION-III

3. Evaluation and Qualification Criteria

3.1 Evaluation Criteria & Methodologies

3.1.1 Evaluation Methodology

- (i) The evaluation of the bids will be a two-stage process based on Quality Cost Based Selection("QCBS") method.

Technical bids will be evaluated for various parameters as specified hereinafter and the bidders securing **a minimum 70% marks in technical evaluation will be considered for Financial Bid opening/evaluation.**

The Financial Bids will be evaluated by assigning a score of 100 to the lowest quoted price("LQP") inclusive of GST/taxes etc., and the scores for Bidder's Quoted Prices ("BQP") inclusive of GST/taxes etc., of the other qualified bids will be normalized as under:

Normalized Financial Score of a Bidder = $100 * LQP / BQP$

The scores of the Technical and Financial Bids will be assigned weights as under:

Technical Score: 70% ; Financial Score: 30%

H1: Highest Marks/Score

The total scores (Technical + Financial) arrived at as above will be ranked in descending order (H1, H2, H3...) and the bidder with H1 score will be recommended by the Tender Evaluation Committee for selection to the Competent Authority.

Technical Evaluation

The basis for technical evaluation is mentioned below:

Technical evaluation criteria

Sl. No.	Criteria	Technical Score (A)	Weightage (B)	Max Criteria Score = (A x B)
1	Standalone Facility	4	3	12
2	Resources	4	2	8
3	ITIL certified resources	4	2	8
4	OEM certification	4	2.5	10
5	Cumulative Uptime	4	2.5	10
6	Installations / Implementations	4	3	12
7	Rack Capacity	4	2.5	10
8	Facility	4	2.5	10
9	Technical Solution	4	2.5	10

10	Meeting specifications as mentioned in Section IV TECHNICAL REQUIREMENT SPECIFICATIONS (TRS)	4	2.5	10
Total technical Score				100

Total Technical Score: 100**Selection Criteria:**

1. The weightage of each criteria is mentioned above. Then Technical Score(i.e. A) of each criteria will be multiplied with the Weightage(i.e. B) and that will be the total technical score for that particular criteria. The summation of the Criteria Score will be the Total Technical Score of the bidder.
2. Financial bids will be opened for bidders who are technically responsive. **The criteria for technical responsiveness is 70% score in technical evaluation.**
3. Further details of above points are mentioned below:

Sl. No.	Description of the Criteria	Basis for Technical Scoring	Document Proof
1	Standalone Facility - The bidder should be a standalone facility and have its own minimum Tier III or above Certified Data Centre (DC) and Disaster Recovery(DR) Centre. - The proposed STQC certified Data Centre and Disaster Recovery Centre facility should be connected on high capacity fibre bandwidth (should support RTO/RPO) to provide P2P replication between Data Centre and Disaster Recovery Centre.	1 point if the proposed DC and DR sites are Tier III certified 2 points if one of the proposed DC or DR sites is Tier IV and the other is Tier III 3 points if proposed both DC and DR sites are Tier IV certified 4 points if proposed DC and DR sites are Tier IV certified and STQC Audited	1.TIA942/Uptime Certificate 2.IS1893:1984
2	Resources The Company/ organization must have minimum 75 qualified professionals in networking, system, systems integration, and prior experience in providing the Data Center Infrastructure maintenance services (B.E/B.Tech. /M.C.A) in ICT domains i.e. cloud solution, Cyber security, networking, system software, storage, etc.	1 point if number of professionals greater than or equal to 75 but less than or equal to 100 2 points if number of professionals greater than 100 but less than or equal to 200 3 points if number of professionals greater than 200 but less than or equal to 500	HR Letter of on roll technical resources with names and qualification of the technical resources

		4 points if number of professionals greater than 500	
3	ITIL certified resources The Bidder should have at least 2 (two) on-roll ITIL certified professional.	1 point if number of ITIL certified professionals is less than or equal to 5 (five) 2 points if number of ITIL professionals is less than or equal to 10 (ten) 3 points if number of ITIL certified professionals is less than or equal to 15 (fifteen) 4 points if number of ITIL certified professionals is greater than 15 (fifteen)	ITIL Certificates of resources
4	OEM certifications The bidder must have at least 2 (two) OEM certified professional (OEM certification for virtualisation Implementation / Cloud implementation) This parameter will be evaluated based on the number of OEM certified professionals employed by the bidder for the following: a. OEM certification for Virtualization Implementation Or b. OEM certification for Cloud Implementation	1 point if number of OEM certified professionals less than or equal to 5 (five) 2 points if number of OEM certified professionals is less than or equal to 10 3 points if number of OEM certified professionals is less than or equal to 15 4 points if number of OEM certified professionals is greater than 15	Certificates of OEM certified professionals
5	Uptime Uptime for DC/DR should be greater than or equal to 99.5% monthly during last 24 months.	1 mark- Uptime is 99.5% or more in consecutive 3 months to 5 months during last 24 months. 2 marks - Uptime is 99.5% or more in consecutive 6 months to 11 months during last 24 months. 3 marks - Uptime is 99.5% or more in	Valid Certificate Copy

		consecutive 12 months to 23 months during last 24 months. 4 marks – Uptime 99.5% in consecutive 24 months.	
6	Installations / Implementations - The bidder must have past experience of successfully implementing and managing at least 3 (three) no. of cloud service projects for SAP within last 5 years from the start date of online bid submission of this tender. - Minimum 1 (one) no. of project is mandatory to have been executed for a power utilities/Generation company in India or Central or State Government Department/ or Government owned entities, including post implementation support. - At least 1 contract valued at INR 3,00,00,000 with nature, and complexity similar to the scope of requirements described in Section IV (Schedule of Requirements). Technical upgrades & rollout projects, Internal implementations / installations including implementation in subsidiary companies of bidder shall not be considered as implementation / installation	1 mark up to 5 installations 2 marks up to 7 installations 3 marks up to 10 installations 4 marks for greater than 10 installations	Valid completion Certificates Copy & Work order
7	Rack Capacity The proposed Facility should be having a minimum capacity of 200 Racks owned or contracted. This certificate should be provided for all facilities in the scope of service.	1 point if capacity greater than 200 racks but less than or equal to 250 racks 2 points if capacity greater than 250 racks but less than or equal to 300 racks 3 points if capacity greater than 300 racks but less than or equal to 400 racks 4 points if capacity greater than 400 racks	Notarized Self-certification
8	Facility The proposed DC/DR area of the proposed sites (including the server room, telecommunication room, staging room, IT equipment storage facility) should not have been in the	0 points if no incident in consecutive 6 months or less out of past 36 months	Notarized Self-certification

	following incident in past 3 years (36 months) - Fire - Earthquake - Cyber Security Incident - Data security breach - Hardware Failure	1 point if no incident in consecutive 6 to 12 months out of past 36 months 2 points if no incident in consecutive 6 to 18 months out of past 36 months 3 points if no incident in consecutive 6 to 24 months out of past 36 months 4 points if no incident in consecutive 6 to 36 months out of past 36 months	
9	Technical solution Technical solution will be judged on the below parameters - Cloud Architecture and Design - Adequate Audit and Quality Control plan - Security and Compliance - DR solution and replication methodology. - Data Handover in case of termination of contract/ Exit Management Plan - Strategy for migrating existing Development, Quality and Production environments	0 marks if the solution is incomplete 1 mark if the technical solution has all the parameters but has deficiencies in proposed solution 2 marks if the solution is meeting all the requirements 3 marks if the solution is marginally exceeding the requirements. 4 marks if the solution is significantly exceeding the requirements. The maximum number of pages for this section shall be 100 pages (with text size Arial 10).	Necessary write-up.
10	Meeting specifications as mentioned in Section IV: Schedule of Requirement, Clause 4.2 TECHNICAL REQUIREMENT SPECIFICATIONS (TRS)	0 points if 60% or below of the total requirements is "Yes" 1 points if greater than 60% and less than or equal to 70% of the total requirements is "Yes"	Necessary write-up.

		2 points if greater than 70% and less than or equal to 80% of the total requirements is "Yes" 3 points if greater than 80% and less than or equal to 90% of the total requirements is "Yes" 4 points if greater than 90% of the total requirements is "Yes"	
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Note:

- (i) The Bidder shall provide all supporting documents as mentioned in the Table above. Any claim without the required supporting document would not be considered for the purpose of scoring. The supporting documents submitted must be valid as on the date of submission of the bids.
- (ii) All parameters of the technical solutions should be strictly adhered to. In case of non-compliance the submitted bid is liable for rejection.

Financial evaluation criteria:

The financial evaluation shall be calculated based on the price quoted in the Price Bid (BoQ: BoQ1, One Time Cost, Year 1, Year 2 and Year 3).

Additional price for further extension of 3(Three) years is to be quoted by the bidder in the Price Bid (BoQ: Beyond 3 Years).

The Bidder shall quote the Unit Rates for Additional Components in the Price Bid (BoQ: Unit Rate). Such rates shall be excluded from the financial evaluation of the Bid. However, quoting for additional price for 3(three) years and Unit Rates for additional components in the Price Bid is mandatory.

QCBS Evaluation Process:

The technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightage of 30%.

The total score of bidder, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them as follows:

Total Score of Bidder = Total Technical Score obtained by bidder x 0.70 + Total Financial Score obtained by bidder x 0.30

3.2 Qualification Criteria**3.2.1 Eligibility Criteria**

The bidder shall comply with the following requirements to be eligible to participate in the bidding process:

- The Bidder must be a Cloud Service Provider (CSP) offering Infrastructure as a Service (IaaS) as part of its core portfolio.
- Service provider should be incorporated in India under the companies act.
- The bidder should be empanelled with Ministry of Electronics and Information Technology (MeitY), Government of India (GoI) offering Government Community Cloud (GCC) and Standardisation Testing and Quality Certification (STQC) audited CSP, valid at least upto six months from the date of publishing of this tender. CSP should also commit to maintain its validity throughout the contract period incase of being the successful bidder.
- Data Centre (DC) and Disaster Recovery (DR) Centre should be operational in different seismic zones in India and owned by the same CSP.
- Both DC and DR facilities must be minimum Tier III or higher certified by Uptime Institute or equivalent.
- The bidder must provide 24x7x365 technical support
- The bidder should have Information Security Certification, **compliance with ISO/IEC 27001, ISO/IEC 27017, ISO/IEC 27018** certifications for cloud security and privacy.
- All data must reside within India and comply with applicable and relevant data protection laws of Govt. of India.
- Bidder should not be blacklisted by Govt. of India/ Banks/ PSU/ BFSI/ Govt. Organisation in India during last 3 years from the date of submitting of bid.
- **Resources:** The bidder must have at least 75 (Seventy-five) qualified professionals in networking, system, systems integration, and prior experience in providing the Data Centre Infrastructure maintenance services (B.E/B.Tech / M.C.A.) in ICT domains i.e. Cyber Security, networking, system software, storage, cloud solution etc.
- **ITIL certified resources:** The Bidder should have at least 2 (two) on-roll ITIL certified professional.
- **OEM certifications:** The bidder must have at least 2 (two) OEM certified professional (OEM certification for virtualisation Implementation / Cloud implementation)
- The proposed Facility should be having a minimum capacity of 200 Racks owned or contracted. This certificate should be provided for all facilities in the scope of service.
- Bidders shall submit documentary evidence of the above-mentioned eligibility criteria as per Section- VII: Special Terms of Contract, Clause 7.7

3.2.2 Required Minimum Experience

- (i) The bidder must have past experience of successfully installing/implementing and managing at least 3 (three) no. of cloud services for SAP in govt. sector within last 5 years from the start date of online bid submission of this tender. The Bidder shall note that out of these 3 (three) no. of projects, at least 1 (one) no. of project is mandatory to have been executed for a power utilities/Generation company in India or Central or State Government Department/ or Government owned entities, including post implementation support with at least 1 contract valued at INR 3,00,00,000 with nature, and complexity similar to the scope of requirements described in Section IV (Schedule of Requirements).
 - Bidders shall submit relevant documents in support of the past experience along with their technical bid. Such documents shall include work order copies and work completion report of the submitted work, work order copies issued by Client of the bidder.
 - Any adverse remark on the performance of the bidder, quality of material supplied by bidder/quality of work executed by bidder, failure to meet work schedule by the bidder, etc. received from any Client of the bidder may be considered as ground for disqualification of the bidder from this tender.

Note:

- **In case of Joint Venture or Consortium, each member/partner must comply with the criteria as mentioned in Clause 3.2.2:- “Required Minimum Experience” of this Tender Document.**

3.2.3 Financial Standing

- The Bidder must have an average annual Turnover of at least Rs. 5 Crores (Rupees Five Crores Only) during last 03 (three) Financial Year, FY: 2022-23, 2023-24 & 2024-25.
- In this regard, a certified copy from the Chartered Accountant should be submitted by the bidder along with his technical bid.
- The certified copy must be accompanied by audited financial statements viz. –Balance Sheet, Profit & Loss Statement, ITR, etc. of the 03 (three) financial year, FY2022-23, 2023-24 & 2024-25.
- The bidder should have a positive Net Worth for last three financial years – FY 2022-23, 2023-24 & 2024-25.
- Cash Flow Capacity: Availability of or access to liquid assets, lines of credit, and other finances sufficient to meet cash flow requirement which is Rs. 10 crores. (Section V: Bidding Forms, Form-B6)

Note:

In case of Joint Venture or Consortium, each member/partner must comply with the criteria as mentioned in Clause 3.2.3:- “Financial Standing” of this Tender Document.

3.2.4 Joint Venture (JV)

Criteria Requirement	Compliance Requirements	
	All partners combined	Each partner
The bidder should be empanelled with Ministry of Electronics and Information Technology (Meity), Govt. of India (GoI), offering Government Community Cloud and STQC audited Cloud Service Provider (CSP), valid at least upto six months from the date of publishing of this bid	Must meet requirement	Not applicable
Bidder should have information Security Certification/ Compliance ISO/IEC 27001, ISO 27018, ISO/IEC 27017	Must meet requirement	Must meet requirement
Bidder should not be blacklisted by Govt. of India /Banks /PSU /BFSI/Govt. organization in India during last 3 years from the date of submitting of bid.	Must meet requirement	Must meet requirement

Data Centre and Disaster Recovery Centre should be operational in different seismic zones in India and owned by the same Cloud service provider	Must meet requirement	Not applicable
Resources The Bidder must have at least 75 (seventy-five) qualified professionals in networking, system, systems integration, and prior experience in providing the Data Centre Infrastructure maintenance services (B.E/B.Tech. / M.C.A) in ICT domains i.e Cyber security, networking, system software, storage, cloud solution etc.	Must meet requirement	Must meet requirement
ITIL certified resources The Bidder must have at least 2 (two) on-roll ITIL certified professional	Must meet requirement	Must meet requirement
OEM certifications The Bidder must have at least 2(two) OEM certified professionals (OEM certification for virtualization Implementation/ Cloud implementation)	Must meet requirement	Must meet requirement

Note:

- i. In case of Joint Venture or Consortium, each member/partner must comply with the criteria as mentioned in Clause 3.2.2 & 3.2.3 of this Bid Document.
- ii. The Bidder must be authorized Managed Service Provider (MSP) of respective Cloud Service Provider (CSP).
- iii. MSP should have its own IT service support center with dedicated 24x7 helpdesk, skilled resources for support of this project.

SECTION-IV

4. Schedule of Requirements:

4.1 Details of Requirement

Managing and Hosting APGCL SAP ERP on Cloud

4.1.1 General

The work under this contract shall comprise installation, migration, testing, and commissioning of APGCL SAP Enterprise Resource Planning (ERP) Application on Cloud for a period of 3 Years (Three Years) across Data Centre (DC) and Disaster Recovery (DR).

The bidder shall supply the following List of IT Products and Services :

Item No.	Name of IT Products and Services	Description	Unit of Measurement	Quantity
1	One-time cost-DC			
1.a	Servers	Please refer to clause 4.1.3.1	Lot	1
1.b	Storage	Please refer to clause 4.1.3.2	Lot	1
1.c	Network & Security Management Services	Please refer to clause 4.1.3.3	Lot	1
1.d	Internet & Web Security Management & Administration	Please refer to clause 4.1.3.4	Lot	1
1.e	Antivirus (AV) Administration	Please refer to clause 4.1.3.5	Lot	1
1.f	Backup/Restore Administration	Please refer to clause 4.1.3.6	Lot	1
1.g	Disaster Management	Please refer to clause 4.1.3.7	Lot	1
1.h	Infrastructure testing	Please refer to clause 4.1.3.8	Lot	1
1.i	VPN	Please refer to clause 4.1.3.9	Lot	1
1.j	AD as a service	Please refer to clause 4.1.3.10	Lot	1
1.k	SSL certificates	Please refer to clause 4.1.3.11	Lot	5
2	One-time cost-DR			
2.a	Servers	Please refer to clause 4.1.3.1	Lot	1
2.b	Storage	Please refer to clause 4.1.3.2	Lot	1
2.c	Network & Security Management Services	Please refer to clause 4.1.3.3	Lot	1
2.d	Internet & Web Security Management & Administration	Please refer to clause 4.1.3.4	Lot	1

2.e	Antivirus Administration (AV)	Please refer to clause 4.1.3.5	Lot	1
2.f	Backup/Restore Administration	Please refer to clause 4.1.3.6	Lot	1
2.g	Disaster Management	Please refer to clause 4.1.3.7	Lot	1
2.h	Infrastructure testing	Please refer to clause 4.1.3.8	Lot	1
2.i	VPN	Please refer to clause 4.1.3.9	Lot	1
2.j	AD as a service	Please refer to clause 4.1.3.10	Lot	1
2.k	SSL certificates	Please refer to clause 4.1.3.11	Lot	5
3	Post Implementation support - Year 1	Please refer to clause 4.1.3.12	Lot	1
4	Post Implementation support - Year 2	Please refer to clause 4.1.3.12	Lot	1
5	Post Implementation support - Year 3	Please refer to clause 4.1.3.12	Lot	1
[Optional] Post Implementation Support for Additional 3 Years				
6	Post Implementation support - Year 4	Please refer to clause 4.1.3.13	Lot	1
7	Post Implementation support - Year 5	Please refer to clause 4.1.3.13	Lot	1
8	Post Implementation support - Year 6	Please refer to clause 4.1.3.13	Lot	1

The bidder shall ensure proper execution of the scope of work in compliance with the technical requirements, existing conditions, infrastructure and applicable guidelines.

4.1.2 Scope of Work

Introduction	Purchaser has implemented SAP HANA at all sites of APGCL as part of ERP Implementation. PURCHASER now wishes to select Government Community Cloud (GCC) service provider having Uptime certified minimum TIER III data centre to host SAP ERP along with Disaster Recovery Site for which PURCHASER has invited bids and bidder will be selected through a bid tendering process. Detailed scope of work and other terms and conditions are mentioned in following sections. The purpose of this bidding document is to solicit proposals from qualified suppliers for hosting SAP ERP applications in an Uptime certified minimum TIER III data centre. Technical and Financial bids (to be submitted separately) are invited from suppliers for the aforesaid job as per the terms and conditions mentioned here under. The scope of the project includes migrating, implementing & maintenance of Government Community Cloud in primary data centre (DC) and secondary data centre (DR) site for hosting SAP ERP applications as per the SAP landscape. The expected outcome from this project is to deploy and manage Government Community Cloud at Data Centre (DC) (Development (DEV), Quality (QAS) and Production (PRD)) and Disaster Recovery Site (DR). The tasks associated with this project are broadly classified into six categories namely: - • Implementation of Data Center & Disaster Recovery
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	• Migration and Stabilization of existing applications and data from other cloud provider to the new cloud environment. • Project management – DC & DR • Provisioning of SAP on Government Community Cloud– DC & DR • DR setup on Government Community Cloud with replication between DC & DR • Post implementation support (Government Community Cloud)– DC & DR Supplier needs to submit details like Architecture diagram, VM sizing, Security solution; Storage sizing with IOPS delivered, Project Plan, Approach & Methodology for deployment on Government Community Cloud on Data Centre & Disaster Recovery Site and Post implementation support methodology for 3 years. Note:- • The DC/DRC will be fixed price contract for 3 years. No escalation in price. • Supplier should provide the mechanism of data handover and migrating existing Development, Quality & Production environment to PURCHASER (in case of termination of contract). Approval of the Purchaser should be taken for the mechanism. • No data to be deleted without any prior written approval of PURCHASER • In case of early termination/termination of contract supplier to provide support to purchaser until complete data migration to new Data Centre and or Disaster recovery site or for minimum of 3 months whichever is earlier.
Solution Designing & Implementation	As part of designing and implementation methodology, supplier needs to submit the details of • VM's sizing methodology to deliver the given SAPs • High Availability solution at different level from Network, Physical nodes, VM's & Storage, having no single point of failure. • Proposed Solution should be compatible with IPv6 and High-level architectural diagram showing different layers of solution like Network, Security, Compute, Hardware, Storage & Backup layers. • Proposed solution should have IP schema depicted at high level with netting to secure the applications directly getting exposed to Internet. Supplier should propose to deploy different applications and database in different VLANs with restricting users to directly access database layer and storage layer. • Backup solution with different features, like snapshots of VM's, online RDBMS backup (Standalone and Clustered), File system backups incremental and full back up of all data, restoration of data in test environment or as and when required. • Compliance sheet for the features mentioned in the following section for Cloud specifications. • DR solution and replication methodology. • All product i.e. hardware and software should be deployed and used should be as per the MeitY and SAP compatible /certified.

	• PURCHASER reserve right to do the Physical audit of provided infrastructure and SUPPLIER is bound to disclose details of hardware and software. • Supplier should submit audit and quality control plan to the purchaser twice a year. • The supplier should conduct periodic audits (TIA or up-time) in accordance to the plan and submit reports to the purchaser. • CSP should have SAP certified infrastructure for SAP HANA
Migration from existing cloud infrastructure	• Any service or work not mentioned but required to successfully complete the work of Managing and Hosting of APGCL SAP ERP on Cloud including Migration from existing Cloud Server in full shall be at the bidder's scope without any additional cost implication on APGCL. • Migration of the Application Suite from the existing infrastructure to the cloud infrastructure. The migration shall also include the migration of underlying data & files from the current database(s) / storage into the database(s) / storage on the cloud. • Bidder shall submit all Technical Specification, Drawings, Migration Strategy etc. for approval before execution of the work. • The scope for migration will include implementation and migration of minimum 73 SAP servers, briefly categorized as follows: 15 non-production servers in DC 44 production servers + High Availability(HA) in DC 14 production servers in DR • Preparation and submission of detailed documentation for the DR setup approach, including replication methods specific to SAP applications and databases (e.g., SAN replication). • Provisioning of a dedicated public IP link (minimum 100+ Mbps) from the existing service provider to securely transfer backups and media files from the legacy setup to the new GCC infrastructure. • Deployment of a dedicated Windows server (intermediate host) with high CPU, RAM, and storage specifications to: ◦ Receive backup dumps and media files from the existing service provider. ◦ Act as a temporary staging platform during migration.
Project Management	Selected Supplier will be required to perform the following project management tasks for the assigned areas: • Provide a detailed work plan for different stages mentioned above. • Provide test plan for testing the new setup at data centre. • Provide detailed work plan for implementing DR site and configure replication between DC and DR to meet the defined RTO and RPO. • Provide Business Continuity Plan (BCP) planning approach and methodology. • Provide setup specific training for the project team and assist in management of project progress. • Provide the complete technical documentations. • Vendor coordination for PURCHASER sites accessibility to DC and DR with PURCHASER
Application hosting on	Supplier to setup complete SAP environment to host SAP ERP at DC (Production, Quality & Development) on Government Community

Government Community Cloud	Cloud & DR site. Supplier will be required to perform the following minimum technical tasks for the assigned areas: • Setup Meity empanelled and STQC audited Government Community Cloud with VM's designated for individual SAP modules (DEV/TEST/PROD) with entire production environment in high availability mode. • high availability including Guest VM OS clusters. • Individual VM's running respective SAP ERP instance should deliver the given SAPs as mentioned in the sizing. • High Availability to be configured for Production environment by supplier including Guest VM OS cluster and integration of SAP Services in OS Cluster. Supplier to ensure High available nodes should not run on same physical host. • Different VLAN's to be created to segregate production and non-production servers. • Storage proposed for DC & DR should support IOPs as required. • The supplier should support PURCHASER in migrating the data from any existing cloud provider to Production environment in proposed Data Centre. Procedures and documentation to be developed for migration of applications, data & content. Hence, necessary connectivity needs to be provided by the supplier till the time of data migration. • Supplier should propose and deploy firewall, load balancer, Antivirus, hardening operating system & associated security solution to protect the VM's, Application, Database from any type of external attacks like Virus attack, DDOS attack, hacking attempt, etc. • Detailed Cloud specifications and features are given in further section
Setup of DC/DR on Government Community Cloud with replication between DC/DR	Setting up of DR site from primary data centre (DC) Government Community Cloud solution. Supplier will be required to perform the following technical tasks for the assigned area: • Setup MeitY empanelled and STQC audited Government Community Cloud to host SAP ERP at DR location. • Setup replication between DC & DR • Provide DR solution, data replication plan and BCP planning report • Approach on how Supplier will meet the given RTO & RPO. • Propose replication monitoring tool to configure DR to be invoked with a single click. • Generate reports to ensure RTO & RPO are met as per the set timelines • Supplier must provide DR Automation tool or Disaster Recovery Management tool in order to match required RPO/RTO as per bidding document. • Proposed DR solution and Data replication methodology should be a proven & compatible solution for SAP applications. • Implementation of replication automation and monitoring tools. • Execution of a comprehensive replication plan to ensure continuous synchronization and data integrity.

Post implementation support	Following maintenance support is required to be provided by the shortlisted supplier for a period of 3 years. • Complete monitoring and maintenance of DC & DR infrastructure, Cloud infrastructure, network, security, storage & backup, etc. • Maintenance of Infrastructure Configuration Changes in the already implemented Modules. • Provide 24x7, 365 days support for the entire solution including but not limited to proposed Cloud, storage, network, security and Backup solution proposed. • Propose support and helpdesk system to allow PURCHASER users to call or log issues via phone, ticket and online chat (24x7). • Number of Phone calls, chats and tickets should be unlimited. • Supplier to create and maintain all the necessary technical documentation, design documents, standard operating procedures, and configurations required to continued operations and maintenance of cloud services. • Redundant Internet bandwidth along with security should be provided for smooth access of SAP applications with 99.5% uptime. Details of Internet bandwidth required is provided in summary table for DC & DR.
Exit Management Plan	IT infrastructure support being provided under this contract is a critical business activity and its continuity is crucial for running of the business. As such, exit from the contract, for whatever, reasons needs to be a planned exit to ensure that there is no disruption of service and the smooth migration takes place to an alternate Service Provider. Supplier shall provide the Purchaser with an Exit Management Plan which shall deal with the processes to be followed on completion of the Service or termination of Contract. Such Exit Management Plan shall be submitted by the Supplier as part of the Technical Solution, and the same will be approved by the Purchaser or its nominated agencies. Approved Exit Management Plan shall become part of the Contract Agreement. Exit Management Plan should include the following: A. The Supplier shall not delete any data at the end of the agreement (for a minimum of 90 days beyond the expiry of the Agreement) without the express approval of the Purchaser. B. The Supplier shall be responsible for providing the tools for import / export of VMs & content and the Supplier shall be responsible for preparation of the Exit Management Plan and carrying out the exit management / transition C. The Supplier shall provide the Purchaser or its nominated agency with a recommended exit management plan ("Exit Management Plan") or transition plan indicating the nature and scope of the Supplier's transitioning services. The Exit Management Plan shall deal with the following aspects of the exit management in relation to the Agreement as a whole or the particular service of the Agreement: i. Transition of Managed Services

	ii. Migration from the Supplier's cloud environment to the new cloud environment D. The Supplier is responsible for both Transitions of the Services as well as Migration of the VMs, Data, Content and other assets to the new environment. E. The Supplier shall carry out the migration of the VMs, data, content and any other assets to the new environment created by the Purchaser or any other Agency (on behalf of the Purchaser) on alternate cloud service provider's offerings to enable successful deployment and running of the Purchaser's solution on the new infrastructure. F. The format of the data transmitted from the cloud service provider to the new environment created by the Purchaser or any other Agency should leverage standard data formats whenever possible to ease and enhance portability. The format will be finalized by the Purchaser. G. Transitioning from the Cloud Service Provider including retrieval of all data in formats approved by Purchaser H. The Supplier shall ensure that all the documentation required by the Purchaser for smooth transition (in addition to the documentation provided by the Cloud Service Provider) are kept up to date and all such documentation is handed over to the Purchaser during regular intervals as well as during the exit management process. I. The CSP/MSP will transfer the organizational structure developed during the Term to support the delivery of the Exit Management Services. This will include: i. Document, update, and provide functional organization charts, operating level agreements with Third-Party contractors, phone trees, contact lists, and standard operating procedures. ii. Transfer physical and logical security processes and tools, including cataloguing and tendering all badges and keys, documenting ownership and access levels for all passwords, and instructing Owner or its nominee in the use and operation of security controls. J. Some of the key activities to be carried out by CSP/MSP for knowledge transfer will include: i. Prepare documents to explain design and characteristics. ii. Carry out joint operations of key activities or services. iii. Briefing sessions on process and process Documentation. iv. Sharing the logs, etc. v. Briefing sessions on the managed services, the way these are deployed on cloud and integrated. vi. Briefing sessions on the offerings (IaaS/PaaS) of the cloud service provider. K. Transfer know-how relating to operation and maintenance of the software and cloud services.
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4.1.3 **Description of Goods and Services**

4.1.3.1 Servers:

- Installation/ re-installation of the server operating systems and operating system utilities will be under bidder's scope without additional cost to APGCL.
- OS Administration including troubleshooting, hardening, tuning, server parameters, patch/ upgrades deployment, BIOS & firmware upgrade as and when required/ necessary for Windows, Linux or any other O.S proposed as part of this solution whether mentioned in the bidding document or any new deployment in future.
- Supplier shall provide the "Server Administration service" to keep servers stable, reliable and their operation efficient.
- Administrative support for user registration, User ID creation, maintaining user profiles, granting user access, authorization, user password support, and administrative support for print, file, and directory services.
- Setting up and configuring servers and applications as per configuration documents/ guidelines provided by PURCHASER.
- Regularly monitor and maintain a log of the status of critical services, performance of servers including but not limited to monitoring of CPU, disk space, memory utilization, I/O utilization, etc.
- Regular backup of servers as per the backup & restoration policies stated by PURCHASER from time to time.
- Ensure proper configuration of server's
- Regular backup of servers as per the backup & restoration policies stated by PURCHASER from time to time.
- Managing uptime of servers as per SLAs.
- Preparation/ updating of the new and existing Standard Operating Procedure (SOP) documents on servers & applications deployment and hardening.
- Depending on the nature of applications deployed, Supplier shall suggest/ implement appropriate security measures on various servers, especially the Web, Application and Database servers.
- Co-ordinate with SSL Certificate vendor for issuing and deployment of SSL certificates
- Manufacturer authorization certificate for HANA servers

4.3.1.2 Storage Management & Administration:

- Preparation of Standard Operating Procedure (SOP) document for the Storage and SAN Administration
- installation and configuration of the storage disk to VMs at Data Centre and DR Site.
- Configuration and provisioning of storage whenever a new application is hosted in the Data Centre and at DR Site. This shall include activities such as management of storage space, volume, RAID configuration, LUN, zone, security, business continuity volumes, NAS, performance, etc.
- Management and monitoring of storage environment to maintain performance at desired optimum levels.
- Compliance to IT Security policies of PURCHASER/ Statutory bodies.

4.3.1.3 Network & Security Management Services:

The selected supplier will have to provide complete managed services which includes all networking/DC DR components proposed as part of the solution for example Switches, routers, Firewall, load balancers and links etc.

Configure, manage & modify configuration of the network devices / vFirewall / SD WAN boxes etc. policies as and when required will be in the scope of the supplier.

Configuration Management

- Maintaining complete details of network hardware along with interfaces, IP address etc.
- Redesigning of network architecture as and when required by PURCHASER
- Creation of VLAN creation / hardening / routing /load sharing etc.
- Maintaining / Updating of Network diagram.
- Rack space for SD WAN box with specifications: SD-WAN appliance with 2 GE RJ45 WAN ports, 8 GE SFP RJ45 HA Ports, factory loaded with Dual Power Supplies, FortiGate FG100EF or equivalent Quantity at DC site - 2 Quantity at DR site - 1
- MPLS/leased line connectivity between DC, DR site and other PURCHASER sites.

Monitoring & Fault Management

- Proactive Monitoring & management of network Links (Internet, P2P, and IPsec VPN Tunnels) etc. proposed as part of this solution.
- Call logging and co-ordination with Internet Service Providers, Point-to-point line vendors for restoration of links.
- Bandwidth utilization, latency, packet loss etc.

Security Services

- Supplier to ensure adherence to MeitY Guidelines for security and ensure any updates/changes in guidelines are adhered for the entire contract period.
- IPv6/IPv4 configuration.
- Resolution and restoration of services in case of any possible attack and necessary disaster management.
- Shutdown of critical services to prevent attack (internal or external) in coordination with PURCHASER.
- Implementation of IT security policies as advised by PURCHASER/ Statutory bodies.
- Ensure a well-designed access management process, ensuring security of physical and digital assets, data and network security, backup and recovery etc.
- Addressing the ongoing needs of security management including, but not limited to, monitoring of various devices / tools such as firewall, intrusion protection, content filtering and blocking, virus protection, and vulnerability protection through implementation of proper patches and rules.
- Maintaining an updated knowledge base of all the published security vulnerabilities and virus threats. During the duration of the contract any security threats like Malware Spyware Ransomware it will be supplier responsibility to protect the environment from the threats.
- Ensuring that patches / workarounds for identified vulnerabilities are patched / blocked immediately.
- Entire DC/DR security is in the scope of the SUPPLIER. SUPPLIER to coordinate with PURCHASER while formulating security policies.

4.3.1.4 Internet & Web Security Management & Administration

- Public IP management and DNS management
- Installation/configuration/management/upgradation of the devices / appliances.
- DNS redirection during DR Drill
- Monitoring of Internet links and co-ordination with ISPs for restoration of failed link(s).
- Coordination with ISPs for installation / configuration of links
- Monitoring bandwidth utilization
- Carrying out configuration changes as per PURCHASER requirements
- To ensure working of all the PURCHASER's URLs and Internet applications from outside PURCHASER's Intranet
- Maintaining static NAT table of ISPs
- Backup /restoration/synchronization of configuration files of devices

4.3.1.5 Anti-Virus administration service:

Anti-Virus administration service includes virus detection, eradication, and synchronization across all devices and support for required security classifications. The scope of services is applicable to all the nodes, all current and future versions of the Antivirus S/W

- Support for virus control and loading of antivirus patches/ signatures as and when available.
- Installation/ upgradation/ support of Antivirus software clients.
- Ensure all the servers are updated with the latest virus definition.
- Problem analysis and its resolution related to Antivirus software.
- Periodic review and reporting of logs and corrective action.
- Coordination with OEM/ Support vendor will be in scope of supplier.

4.3.1.6 Backup/Restore Administration

The Selected supplier must perform

- Define backup architecture and mechanism to meet PURCHASER requirements
- Backup and restore management as per PURCHASER policies including performance of daily, weekly, monthly, quarterly and annual backup functions (full volume and incremental) for data and software maintained on the servers and storage systems using Enterprise Backup Solution.
- Backup and restoration of Operating System, application, databases and file system etc. as per the PURCHASER defined process / procedure 'policy'.
- Real-time monitoring log maintenance and reporting of backup status on a regular basis. Prompt problem resolution in case of failures in the backup processes.
- Generating and sharing backup reports periodically.
- Maintenance log of backup/ restoration.
- Periodic Restoration Testing of the Backup.
- The SUPPLIER shall provide Backup media and PURCHASER will not provide any media for Backup
- Update/ Maintain Standard Operating Procedure (SOP) documents.
- Suggest backup restore best practices as latest industry standards.
- Daily, weekly, monthly, and annual backup strategy for both DC and DR systems.
- Deployment of a dedicated enterprise-grade backup solution capable of:
 - Full, incremental, and log-level backups for SAP databases.
 - VM-level backups for operating systems and application layers.
 - Compliance with defined backup retention and scheduling policies.
- Support for both online and offline backups, including disk and tape media.
- Tape backups to be submitted to the client as and when required.

4.3.1.7 Disaster Management

For continuous availability of the SAP applications along with complete services and disaster recovery services in case of disaster at primary site, PURCHASER has decided to setup DR on cloud. Compute and Storage of any Production landscape (50% of DC production servers) to be considered at DR. Supplier should provide and own solution to perform DR drill for full and selected applications every six months without any data loss at DC or DR. Detailed planning should include following details.

The configuration of GCC deployment and configuration should be submitted to PURCHASER.

The configuration planning should include following details.

- a. Network architecture
- b. Firewall configuration
- c. VLAN configuration
- d. IP Schema
- e. Subnet and routing plans
- f. Backup methodology
- g. Failover Mechanism for replication links

Once infrastructure at DR is ready, the supplier should prepare detailed plan of SAP environment setup at DR site. This planning would require following details.

- Online and full off-line backup of existing system.
- Notification of downtime to end users.
- System export window
- Replication tool configuration
- Transfer time of data from DC to DR
- Data restoration at DR site
- Data Sync times and dependencies if any
- Switching on DR servers
- Notifying end users
- Coordination with other vendors

4.1.3.8 Infrastructure testing

Once the DC/DR sites are ready the selected supplier has to perform the following tests.

- Disk IO testing
- Network throughput testing
- CPU and RAM benchmarking testing
- Read/Write latency testing
- Dry Run of DR drill
- Backup/Restore, Virtualisation, Cloud provisioning, Replication and Reverse Replication etc.
- Apart from the above-mentioned testing the SUPPLIER has to provide support for the following activities

Application Testing

- Testing of all SAP applications and their functionality
- Users add/delete, reports generations application transactions on DR servers
- Backup exports/restoration service Maintenance
- Monitoring of Replication and providing status to PURCHASER

Network/Security

- Monitoring daily backup at DR Replication Testing
- Uninterrupted replication to DC/DR servers
- No Lag in replication
- Data integrity test at DC/DR servers
- Procedure for recovering from lags if any

4.1.3.9 VPN

Selected Supplier to provide VPN software for 200 users. The VPN should

- Trigger password change/expiration notice to the end users.
- Support session persistence to across office, home or mobile IP addresses, without re authentication.
- Provide real time statistics on connected users, IP addresses, TCP connections and system utilisation.
- Support broader platforms including Windows, Mac, Linux.
- Should support IPv4 and IPv6 connections established from Internet facility through 3G/4G/5G/Broadband/WiFi etc.
- 5 Public IPs to be provided
- 2 factor authentication.

4.1.3.10 AD as a service

Selected supplier to provide AD as a service for 300 users.

4.1.3.11 SSL Certificates

- 3 SSL certificates for DC

- 3 SSL certificates for DR
- Wild Card SSL for both DC & DR

4.1.3.12 Post Implementation Support

Post Implementation Support	Following maintenance support is required to be provided by the shortlisted supplier for a period of 3 years. • Complete monitoring and maintenance of DC & DR infrastructure, Cloud infrastructure, network, security, storage & backup, etc. • Maintenance of Infrastructure Configuration Changes in the already implemented Modules. • Provide 24x7, 365 days support for the entire solution including but not limited to proposed Cloud, storage, network, security and Backup solution proposed. • Propose support and helpdesk system to allow PURCHASER users to call or log issues via phone, ticket and online chat (24x7). • Number of Phone calls, chats and tickets should be unlimited. • Supplier to create and maintain all the necessary technical documentation, design documents, standard operating procedures, and configurations required to continued operations and maintenance of cloud services. • Redundant Internet bandwidth along with security should be provided for smooth access of SAP applications with 99.5% uptime.
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4.1.3.13 Post Implement Support for Additional 3 Years

After the completion of 3 year period of the Post Implementation Support, if the Purchaser wishes to extend the services for further period of 3 years, the Supplier shall be bound to provide them at the rate mentioned in 5.1 Price Bid (BoQ: Beyond 3 Years). In such case, the performance guarantee furnished by the Supplier under this agreement shall be released only after furnishing the performance guarantee for next three years.

The following services shall also be offered as part of the above:

4.1.3.12.1. Managed Services

Below are list of managed services:

4.1.3.12.1.a. Failover/Failback

In the event of a disaster, the SAP system at Proposed Supplier's DR site will become primary system. All users of PURCHASER will connect to Supplier's DR site through Internet/MPLS/P2P link. The failover/failback from Main DC to DR and vice versa should be done through a proper announcement and informing all stakeholders.

DR portal should have self-service ability to kick off various tasks including failover and failback. DC/DR restoration will be in scope of SUPPLIER. Once the site is restored SUPPLIER will notify PURCHASER and all users about the recovery.

Below the RTO and RPO timelines

RTO <= 04 Hour
RPO <= 30 Mins

4.1.3.12.1.b. Documentation, Training

The documentation should be submitted to PURCHASER as the project undergoes various stages of implementation. Indicative list of documents includes:

- Detailed Project Plan
- Details of complete solution deployed for PURCHASER in DC & DR sites including but not limited to all infrastructure deployed as part of Government Community Cloud, like IP schema, VM details, VLAN, storage LUN details, backup configuration and policies, network settings, firewall policies escalation matrix, BCP document etc.
- Preparation/Updating of System Documentation of support requirements, upgrade, patching, cloning & migration including Server, storage, network security configuration and deployments in detail with version control.
- Training Material should be provided which shall include the presentations used for trainings and the required relevant documents for the topics being covered.
- Training on cloud system implementation customisations. Periodical training need assessment and training to the existing users on the implemented Cloud solution as and when required.
- Identification of training needs evaluation of knowledge transfer requirements on the software tools, technologies proposed under this contract.

4.1.3.12.1.c. Reports

Supplier to submit reports at mutually agreed intervals and in a mutually decided format that is daily/Weekly and monthly uptime/downtime report. Softcopy of these reports shall be delivered automatically via email at specific frequency and to the pre-decided list of recipients.

Following is the indicative list of reports:

- Summary of component wise Data Centre uptime
- Summary of changes in the Data Centre
- Log of preventive/scheduled maintenance undertaken
- Configuration Management summary report
- Change management summary report.
- Service Level Management – priority/severity wise response and resolution.
- Service Failure Analysis, listing out escalations and downtime/outages, if any
- Incident Reporting with root cause analysis and the plan to fix the incidents/problem
- Detection of security vulnerability with the available solutions/ workarounds for fixing including Hacker attacks, virus attacks, unauthorised access, security threats etc.
- Up to date SOP documents for DC/DR along with version control
- Periodic Audit Report.

4.1.3.12.1.d. Helpdesk

Selected Supplier is required to create and maintain Help Desk / hotline that will resolve problems and resolves queries related to any issues, problems, concerns occurring in GCC including network connectivity, network security deployed in primary data centre (DC) and disaster recovery (DR) site and its equipment supplied by the supplier.

The help desk support to users shall be provided on 24x7x365 basis (Log issues via phone, ticket and online chat (24x7). The details regarding telephonic support will be carefully considered, as this will have effect on the support response to PURCHASER system end-users. The Suppliers response and resolution time will be the basis for end- user support time in PURCHASER service level agreements with the Supplier.

4.1.4. Service Levels:

This section is agreed to by purchaser and supplier as the key supplier performance indicator for this engagement. The following section reflects the measurements to be used to track and

report systems performance on a regular basis. The targets shown in the following tables are for the period of contract or its revision whichever is earlier.

Below are the service levels applicable during support period for various categories of issues.

Priority Levels	Description	Examples
Priority 1	Environment is down, or major malfunction resulting in an inoperative condition or disrupts critical business functions and requires immediate attention. A significant number of end users (includes public users) are unable to reasonably perform their normal activities as essential functions and critical programs are either not working or are not available	Non-availability of VM. No access to Storage, software or application, more than 50 users
Priority 2	Loss of performance resulting in users (includes public users) being unable to perform their normal activities as essential functions and critical programs are partially available or severely restricted. Inconvenient workaround or no workaround exists. The environment is usable but severely limited.	Intermittent network connectivity, less than 50 users but more than 5 users
Priority 3	Moderate loss of performance resulting in multiple users (includes public users) impacted in their normal functions.	Less than 5 users impacted

4.1.4.1. **IT Infrastructure SLA:** Bellow is the SLA required for the infrastructure provided by the selected supplier. The services should have uptime of 99.5% or above.

IT Infrastructure SLA				
Sl. No.	Service Level Objective	Measurement/ Methodology	Target/ Service Level	Penalty
1	Availability/ Uptime of cloud services Resources for Production environment (VMs, Storage, OS, VLB, Security Components)	Availability (as per the definition in the SLA) will be measured for each of the underlying components (e.g., VM, Storage, OS, VLB, Security Components) provisioned in the cloud. Measured with the help of SLA reports provided by selected SUPPLIER	Availability for each of the provisioned resources: $\geq 99.5\%$	Default on any one or more of the provisioned resources will attract penalty as indicated below. $< 99.5\%$ & $\geq 99\%$ (5% of the <<Periodic Payment>>) $< 99\%$ (10% of the <<Periodic Payment>>)
2	Availability of Critical Services (e.g., Register Support Request or Incident; Provisioning / De-	Availability (as per the definition in the SLA) will be	Availability for each of the critical services over both the	Default on any one or more of the services on either of the

	Provisioning; User Activation / De-Activation; User Profile Management; Access Utilization Monitoring Reports) over User / Admin Portal and APIs (where applicable)	measured for each of the critical services over both the User / Admin Portal and APIs (where applicable)	User / Admin Portal and APIs (where applicable) $\geq 99.5\%$	portal or APIs will attract penalty as indicated below. $< 99.5\%$ and $\geq 99\%$ (5% of the $<< \text{Periodic Payment} >>$) < 99 (10% of the $<< \text{Periodic Payment} >>$)
3	Availability of the network links at DC and DR (links at DC / DRC, DC-DRC link)	Availability (as per the definition in the SLA) will be measured for each of the network links provisioned in the cloud.	Availability for each of the network links: $\geq 99.5\%$	Default on any one or more of the provisioned network links will attract penalty as indicated below. $< 99.5\%$ & $\geq 99\%$ (5% of the $<< \text{Periodic Payment} >>$) < 99 (10% of the $<< \text{Periodic Payment} >>$)
4	Availability of Regular Reports (e.g., Audit, Certifications,) indicating the compliance to the Provisional Empanelment Requirements.		15 working days from the end of the quarter. If STQC issues a certificate based on the audit, then this SLA is not required.	5% of $<< \text{Periodic Payment} >>$

4.1.4.2. **Incident & Helpdesk SLA:**

Below is the SLA for the disaster management services. The RTO and RPO SLA's are mentioned below in case of Disaster.

ROOT CAUSE ANALYSIS REPORT	
EVENT DETAILS	
EVENT DESCRIPTION	LIST RCA TEAM MEMBERS
Describe the event and include any harm that resulted. Also identify the cause, if known.	
	TEAM LEADER:
BACKGROUND SUMMARY	
Answer these questions with a brief summary - attach supporting documents if available	
What were the expected sequence of events that were to take place? Attach flowchart if available.	Description:

RISK REDUCTION ACTIONS TAKEN		
<i>List and explain any incidental findings that should be carefully reviewed for corrective action.</i>		
APPROVAL		
<i>After review of this summary report, all team members should notify the team leader of either their approval or recommendations for revision. Following all revisions the report should be signed by the team leader prior to submission.</i>		
SIGNATURE OF TEAM MEMBER:		DATE SIGNED:
Forward completed report to all Root Cause Analysis team members in addition to the following individuals:		
FULL NAME	TITLE/ORGANIZATION	EMAIL ADDRESS

Incident & Helpdesk SLA				
Sl. No.	Service Level Objective	Measurement/ Methodology	Target/ Service Level	Penalty
1	Response Time	Average Time taken to acknowledge and respond, once a ticket/incident is logged through one of the agreed channels. This is calculated for all tickets/incidents reported within the reporting month.	95% within 30minutes	<95% & >=90% (3% of the <<Periodic Payment>>) <90% & >= 85% (5% of the <<Periodic Payment>>) <85% & >= 80% (10% of the <<Periodic Payment>>) <less than 80% contract termination>
2	Time to Resolve - Priority 1	Time taken to resolve the reported ticket/incident from the time of logging.	For Priority 1, 98% of the incidents should be resolved within 60 minutes of problem reporting	<98% & >=90% (3% of the <<Periodic Payment>>) <90% & >= 85% (5% of the <<Periodic Payment>>) <85% & >= 80% (10% of the <<Periodic Payment>>)

				<less than 80% contract termination>
3	Time to Resolve - Priority 2,3	Time taken to resolve the reported ticket/incident from the time of logging.	95% of Priority 2 within 4 hours of problem reporting AND 95% of Priority 3 within 16 hours of problem reporting	<95% & >=90% (3% of the <<Periodic Payment>>) <90% & >= 85% (5% of the <<Periodic Payment>>) <85% & >= 80% (10% of the <<Periodic Payment>>) <less than 80% contract termination>
4	Incident Logs	All incidents/ events raised with the IT helpdesk should be logged into the system by the service desk	100% calls to be logged and intimated to the end user with the trouble ticket number within the time as specified in the Notification and Resolution time table above	1. 95%-99% calls logged: 5% penalty on the monthly Support and Maintenance charges of PURCHASER 2. Less than 95% calls logged and closed: 10% penalty on the monthly IT support and Maintenance charges of PURCHASER
5	Root cause Identification	Supplier shall analyse all the incidents and provide a root cause reports every month if there are more than 2 incidents of the same type. Supplier shall take the needed corrective action to prevent further issues due to the same cause.	100% timely Submission covering all incidents logged in 5 working days.	1. 5% penalty on the monthly IT support and maintenance charges of PURCHASER, if the Supplier does not submit a problem report for that month 2. 5% penalty on the monthly IT support and maintenance

				charges of PURCHASER, if the Supplier does not perform the corrective action for more than one calendar month
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Note:

- a. **Bidder must ensure that they fully understand the Scope of Work and Terms & Conditions stated in this Bid for the purpose of bidding.**
- b. Any service or work not mentioned above but required to successfully complete the work of Managing and Hosting of APGCL SAP ERP on Cloud including Migration from existing Cloud Server in full shall be at the bidder's scope without any additional cost implication on APGCL.

4.1.4.3. Vulnerability Management

The selected supplier to ensure that corrections pertaining to vulnerability are as per below SLA. CVSS ratings will be used for vulnerability severity.

CVSS Ratings	
Severity	Base Score Range
None	0
Low	0.1-3.9
Medium	4.0-6.9
High	7.0-8.9
Critical	9.0-10.0

Vulnerability Management				
Sl. No.	Service Level Objective	Measurement Methodology	Target/Service Level	Penalty(Indicative)
		The number of vulnerability corrections performed by the supplier - Measured as a percentage by the number of		>=99%to <99.95% [3%

1	Percentage of timely vulnerability corrections (Measured monthly)	vulnerability corrections performed within a predefined time limit, over the total number of vulnerability corrections to the cloud service which are reported within a predefined period (monthly). • High priority Vulnerabilities – 30 days - Maintain 99.95% service level • Medium priority Vulnerabilities – 90 days - Maintain 99.95% service level	99.95%	Of Periodic Payment] >=98%to <99% [5% of Periodic Payment] <98% [8% of Periodic Payment]
2	Percentage of timely vulnerability reports (Measured monthly)	Measured as a percentage by the number of vulnerability reports within a predefined time limit, over the total number of vulnerability reports to the cloud service which are reported within a predefined period (monthly).	99.95%	>=99%to <99.95% [3% Of Periodic Payment] >=98%to <99% [5% of Periodic Payment] <98% [10% of Periodic Payment]

4.1.4.4. Disaster Management SLA

Below is the SLA for the disaster management services. The RTO and RPO SLA's are mentioned below in case of Disaster.

RTO/RPO					
Sl. No.	Service Objective	Level	Measurement Methodology /	Target/ Service Level	Penalty
1	Recovery Time Objective (RTO)		Measured during the regular planned or unplanned (outage) changeover from DC to DR or vice versa.	<= 4 Hour	10% of <<Periodic Payment>> per every additional 4 (four) hours of downtime
2	Recovery Point Objective (RPO)		Measured during the regular planned or unplanned (outage) changeover from DC to DR or vice versa.	<= 30 mins	10% of <<Periodic Payment>> per every additional 2 (two) hours of downtime
3	Security breach including Data Theft/Loss/Corruption		Any incident where in system compromised or any case wherein data theft occurs (including internal incidents)	No breach	For each breach/data theft, penalty will be levied as per following criteria: - Any security incident detected, INR 5 Lakhs penalty will be levied on quarterly payments. This penalty is applicable per incident. These penalties will not be part of overall SLA penalties cap per month. - In case any cyber theft and ransom demand, the Supplier will be

				responsible for addressing the same without any compromise on the quality of service and without any liability on PURCHASER In case of serious breach of security wherein the data is stolen or corrupted, PURCHASER reserves the right to terminate the contract.
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In case the qualified supplier does not meet the SLA parameters as defined above for three continuous time periods of measurement (quarters/ 3 months), the purchaser will consider this a breach of SLA and appropriate provisions under this contract will be initiated.

- Penalties shall not exceed 100% of the quarterly bill.
- If the penalties exceed more than 50% of the total (quarterly) bill, it will result in a material breach. In case of a material breach, the supplier will be given a cure period of one month to rectify the breach failing which a notice to terminate may be issued by the PURCHASER.
- The payment shall be linked to the compliance with the SLA metrics.
- The penalty in percentage is indicated against each SLA parameter
- In case multiple SLA violations occur due to the same root cause or incident then the SLA that incurs the maximum penalty may be considered for penalty calculation rather than a sum of penalties for the applicable SLA violations.
- The supplier will be exempted from any non-adherence to SLAs under the following conditions:
 - Force Majeure
 - Delay due to PURCHASER
- Also, certain requirements such as Availability of Patches, Timely Cloud Service Change Notifications etc. are not mentioned in the SLAs but supplier are required to comply with the requirements.
- Supplier will provide required reports as per the agreed date of each month or as per requirements
- PURCHASER authority will review the performance of supplier against the SLA parameters each month, or at any frequency defined in the contract document. The review/audit report will form basis of any action relating to imposing penalty or breach of contract.
- Any such review / audit can be scheduled or unscheduled. The results will be shared with the supplier as soon as possible.

- PURCHASER reserves the right to appoint a third-party auditor to validate the SLA.
- Supplier should handover complete data along with backups to PURCHASER.
- Supplier to ensure complete data handover in case of contract termination or end of agreement period
- No data to be delete without any prior written approval of PURCHASER
- In case of early termination/termination of contract supplier to provide support to purchaser until complete data migration to new Data Centre and or Disaster recovery site or for minimum 3 months whichever is earlier.

4.2. **Technical Requirement Specifications**

Supplier must fill the Technical Requirement Specifications (TRS) and submit as part of the proposal. Suppliers are required to provide their responses to the Technical Requirements in the following table:

Supplier's Response

Yes - If the proposed Solution meets the requirement

No - If the proposed Solution does not meet the requirement

If the question is for Information purpose, Supplier is required to provide documentary evidence(s)

- The Uptime required for entire GCC Infrastructure is 99.5% monthly.
- The servers need to be certified for SAPS requirement as mentioned in the SAP landscape.
- Detailed Specification & detailed BoM has to be shared by supplier.
- Appropriate Security solutions such as vFirewall/UTM,IPS/IDS/VPN, software along with licenses for number of users / installed capacity, anti-virus applications etc. should be provided with the systems.
- Appropriate network and data security solution should be designed for securing PURCHASER applications and data, minimum requirements are mentioned in the respective technical specifications, however, supplier can propose most optimum solution to secure entire solution, applications & data and provide secure access to PURCHASER users over different links including Internet link considering Cert-In & NCIIPC – Critical Sector Guidelines
- Additional resources during failover with necessary Infrastructure, management software and licenses should be part of the solution CPU proposed should be as per SAPS at 65% utilization.
- DR Drill has to be carried twice in a year.
- Carry out the capacity planning in advance to identify & provision, where necessary, the additional capacity to meet the user growth and / or the peak load requirements to support the scalability and performance requirements of the solution.
- The supplier shall provide the necessary details including the sizing calculations, assumptions, current workloads & utilizations, expected growth / demand and any other details justifying the request to scale up or scale down.
- Provisioning and configuring their implementation of storage, virtual machines that allows for the Service Provider to launch and terminate cloud instances, change firewall parameters, and perform other management functions. Upon deployment of virtual machines, the Service Provider has to assume full administrator access and is responsible for performing additional configuration, patching, security hardening, vulnerability scanning, and application installation, as necessary.
- PURCHASER will release separate BID DOCUMENT to provide MPLS and Internet VPN connectivity from their multiple site locations to DC and DR. Supplier to consider connectivity and Integration of ISP Router (MPLS and Internet VPN successful supplier) with Supplier's proposed DC-DR Government Community Cloud solution.
- Router for Point. to Point. link termination between DC & DR
- Dedicated Network switch

- Secure and appropriately segregate / isolate data traffic/application by functionality using DMZs, subnets etc.
- Additional resources during failover with necessary Infrastructure, management software and licenses should be part of the solution.
- All the proposed hardware, software and support part codes (if applicable) needs to be provided along with technical bid and commercial bid.
- Furthermore, any other item required for the overall integration and functioning of the Data Centre, though not covered in the detailed specification, bill of materials, shall be within the scope of the supplier and should be included in the Solution.
- The supplier shall also provide all required equipment which may not be specifically stated in the bidding document but are required to meet the intent of ensuring completeness, maintainability and reliability to support to run the application smoothly.
- Any non-compliance to above clauses & technical specifications will result in direct disqualification of the bid.
- The SUPPLIER should ensure that the data should not leave the boundaries of the country and data residing with SUPPLIER and should not be accessed by any entity outside the control of Purchaser.
- The SUPPLIER shall not delete any data at the end of the agreement without the express approval of PURCHASER
- Migration of the Application Suite from the existing infrastructure to the cloud infrastructure. The migration shall also include the migration of underlying data & files from the current database(s) / storage into the database(s) / storage on the cloud.
- The Vulnerability assessment of complete infrastructure should be done once in a Quarter and share reports with PURCHASER
- The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with PURCHASER
- In case of end of agreement, the supplier shall be responsible for providing the tools for import / export of VMs & content and PURCHASER shall be responsible for preparation of the Exit Management Plan and carrying out the exit management / transition.
- Once the end of agreement and exit process is completed, Supplier to remove the data, content and other assets from the cloud environment and destroy the VM, Content and data of PURCHASER as per stipulations and shall ensure that the data cannot be forensically recovered.
- At the end of the agreement, PURCHASER will ensure that all the storage blocks or multiple copies of data if any are unallocated or zeroed out by the supplier so that data cannot be recovered.
- Cloud service shall offer SSD backed storage and shall support High IOPS. SUPPLIER should deliver minimum 3000 IOPS per TB for OLTP load. The IOPS for NON OLTP load should be minimum 1000 per TB.
- Supplier should provide Burstable internet bandwidth as per customer ask within 8Hours of SLA.
- Proposed DC/DR site should be at least 500km apart from each other in India

Cloud Specifications

Sl. no.	Cloud specifications	Compliance Yes/No
1	In order to increase the service availability, the supplier must offer multidimensional scaling of cloud service where resource like RAM and CPU will scale vertically as well systems should scale horizontally.	

2	The solution should be capable of allowing users to self-service compute, network and storage infrastructures automatically based on workload demand. Notifications should be triggered each time a configuration changes.	
3	The solution should provide image library, where Software and server images can be maintained. Facilities should be there to import new server templates to the library and registering, so as to use the same for provisioning the new virtual and physical servers.	
4	The Solution should be capable of orchestrating compute and storage resource placements based on flexible policies to maximize hardware utilization.	
5	Should be able to predict billing of resources before provisioning any cloud resources if integrated with billing system.	
6	The solution must provide API reference, So as to aid in integrating with third party system.	
7	The Solution should be able to provide workload migration, orchestration, interoperability between private and public clouds (like auto-scaling, cloud bursting).	
8	The Solutions should be deployable on a wide variety of open source and proprietary host Operating Systems like Microsoft Windows, Red hat Linux, SUSE Linux	
9	Software console shall provide a single view of all virtual machines, allow monitoring of system availability and performance and automated notifications with email alerts. Management console shall provide reports for performance and utilization of physical servers, Virtual Machines & hypervisors. It shall co-exist and integrate with leading systems management vendors.	
10	Cloud Management system should provide nearly real-time utilization & trend analysis for CPU, Memory, Network, disk and power for virtual machine.	
11	Cloud Management system should provide forecast analysis for future workloads based on previous server utilization history.	
12	Cloud Management system shall provide the Manageability of the complete inventory of virtual machines with greater visibility into object relationships.	
13	It should provide seamless migration from physical to virtual and virtual to virtual servers.	
14	It should provide self-service portal through which users can subscribe for their suitable virtual machine / solution template.	
15	Cloud Management system should enable to deliver Infrastructure as a service with complete lifecycle management	
16	Proposed solution should have state-less hardware platform & ability to move workloads among the farm of servers.	
17	It should be able to integrate and manage virtual MAC and WWN numbers for better and tight integration prospective.	
18	The cloud solution should have the capability to create virtual machines with required number of vCPUs, RAM, Disk space, & OS.	
19	The cloud solution should tightly integrate with FC and iSCSI SAN Solution proposed to leverage high performance shared storage for greater manageability, flexibility and availability of cloud services.	

20	The supplier must provide SMTP as a service for application/mail-based alerts and notifications routable to any domain.	
21	Cloud solution should support shared disk allocation between 2 or more nodes as to ensure OS cluster implementation as per solution ask. Supplier to consider High availability licenses such as OS cluster licenses and subscription as per solution requirement	
22	The Cloud management system should generate automated notifications and alerts and can trigger to remedy and pre-empt problems on VM.	
23	The Solution should provide a simple to use intuitive Web portal for DC Cloud Administrator and User Departments.	
24	The Solution should offer Service catalogue listing availability of Cloud infrastructure like Virtual Machines, Storage, and Common Services etc offered by Government Community Cloud.	
25	The Solution should have role-based access system.	
26	The Solution should automate provisioning of new and changes to existing infrastructure (Virtual, Application or Common Services) with approvals.	
27	The Solution should allow easy inventory tracking of all the virtual assets in the Government Community Cloud. It should also store detailed information about assets.	
28	The Solution should be able to dynamically scale resources with optional control over movement of virtual machines like restricting VMs to run on selected physical hosts.	
29	Should be able to set threshold of cloud resources for all types of scalability.	
30	The Solution should offer usage report for virtual machine reporting usage of memory consumption, CPU consumption, and disk consumption.	
31	The Solution should have the ability to generate reports as well as ability to export to common formats.	
32	The Solution should allow creation of library hosting with various Operating System that can be selected while creating new virtual and physical servers.	
33	The Solution should track ownership and utilization of virtual machines. Solution should have capability to allocate bandwidth based on application requirement & to avoid over provisioning of network resources.	
34	Should ensure that the virtual machine format is compatible with other cloud systems.	
35	Cloud Orchestration System should give provision to import cloud VM template from other cloud systems.	
36	The cloud virtual machines should be scalable in terms of RAM and CPU automatically without reboot.	
37	Cloud Orchestration System must support multi-tenancy for management perspective. Different department or group company should be able to access allocated resources only.	
38	Should support use of appropriate load balancers for network request distribution across multiple cloud VMs.	
39	Cloud Orchestration System should provide facility to make template from virtual machines as well as to make clone of cloud virtual machine.	
40	The solution shall provide near zero downtime host patching with maintenance mode to move running workloads to other hosts on the platform with a consistent audit trail of the patching process.	

41	Cloud Orchestration System should give provision to monitor the network traffic of cloud virtual machine.	
42	Cloud Orchestration System should offer provision to analyse of amount of data transferred of each cloud virtual machine.	
43	Cloud Orchestration System must offer provision to monitor uptime of each cloud virtual machine.	
44	Should be able to take console of cloud virtual machines from portal to perform any operations.	
45	Cloud Orchestration System should give provision to attached new block disk to any cloud VM from self-service portal.	
46	Cloud Orchestration System should have provision to ensure that cloud virtual machine is into separate network tenant and virtual LAN.	
47	In order to decrease DNS resolution time and highest availability of DNS system, the supplier must have authoritative name servers network distributed across India with minimum four PoP of authoritative name servers	
48	Cloud Orchestration System must ensure that there are sufficient graphical reports of cloud resource utilization and available capacity.	
49	GCC and MeitY guidelines compliant	

Virtualization/Hypervisor Requirements

Sl. No.	Virtualization/Hypervisor Requirements	Compliance Yes/No
1	The Virtualization software should be based on hypervisor technology which sits directly on top of Hardware (Bare Metal) with no dependence on a general-purpose OS for greater reliability and security.	
2	The Solution should be able to run various flavors of Windows & Linux operating systems (at least Red hat, SUSE, Ubuntu, Debian, Oracle Enterprise Linux & CentOS)	
3	The Solution should have the capability for creating Virtual Machines templates to provision new servers.	
4	The Virtualized Machines should be able to boot from iSCSI, FCoE and fibre channel SAN storage	
5	The Virtualized Infrastructure should be able to consume Storage across various protocols like DAS, NAS, and SAN. It should support thin provisioning.	
6	The Solution should allow for taking snapshots of the Virtual Machines to be able to revert back to an older state, if required.	
7	The Solution should be able to dynamically allocate and balance computing capacity across collections of hardware resources of one physical box aggregated into one unified resource pool.	
8	The Solution should cater for the fact that if one server fails all the resources running on that server shall be able to migrate to another set of servers as available.	
9	The Solution should provide support for cluster services between Virtual Machines.	
10	The Solution should provide the monitoring, prioritizing and reserving capabilities for storage, processor, network, memory so as to ensure that the most important Virtual Machines get adequate resources even in the times of congestion.	

11	The Solution should deliver above listed Hypervisor capabilities using standard server infrastructure like HP, DELL, IBM, Cisco, Oracle etc.	
12	The solution should have the ability to live migrate VM files from one storage array to another without VM downtime. Support this migration from one storage protocol to another (ex. FC, iSCSI, NFS, DAS).	
13	The Management software should have integrated Physical Host and Virtual Machine performance monitoring including CPU, Memory, Disk, Network, and Power.	
14	The Solution should cater for the fact that if one server fails all the resources running on that server shall be able to migrate to another set of servers as available.	
15	The Solution should provide security on the hypervisor, as well as guest VMs. It should provide the ability to apply security to virtual machines and security policies that can follow the machines as they move in the cloud.	

Network Requirements

Sl. No.	Virtualization/Hypervisor Requirements	Compliance Yes/No
1	The Solution should allow configuring each Virtual Machine with one or more virtual NICs. Each of those network interfaces can have its own IP address and even its own MAC address.	
2	The Solution should allow for creating virtual switches that connect virtual machines.	
3	Solution should take advantage of NIC Teaming Capabilities.	
4	The Solution should deliver above listed all network capabilities using standard network infrastructure such as Cisco, Juniper, HP etc.	
5	Uplink connectivity from Physical Servers should to Switches should be at least 10Gbps with redundancy.	
6	Cloud-based Network Management System (NMS) to monitor and manage the uptime and various performance SLAs of the various WAN links, and, computing & communication devices at various sites	

Monitoring Systems Requirement

Sl. No.	EMS/NMS Requirement	Compliance Yes/No
1	The proposed monitoring solution should provide comprehensive and end-to-end management of all the components for each service including all virtual servers, storage and network	
2	The proposed solution should be able to monitor various operating system and parameters such as processors, memory, files, processes, file systems etc. where applicable, using light footprint agents on the servers to be monitored.	
3	The proposed server monitoring solution should detect threshold violations in real-time, sending an alert via email or/and SMS.	
4	Support for SNMP v1-3, IPv4/IPv6 addressing & SSH	
5	Should automatically provide real-time, in-depth network performance statistics after discovery/configuration of devices,	

	including but not limited to, CPU load, Memory utilization, Interface utilization, packet loss.	
6	Should show statistics like interface bandwidth, current traffic in Mbps, total bytes received/transmitted etc.	
7	Should have options to configure polling intervals as needed	
8	All collected performance information for monitored services must be stored in Performance Monitoring database.	
9	Should have a Dashboard manager for creation of various custom views	
10	Should be able to create topology manually or automatically	
11	Supplier has to propose the complete Cloud EMS solution with necessary hardware & software components including licenses that are scalable enough to manage the DR site for the entire project period.	
12	Log retention should be as per CEA (Cyber Security in Power Sector) Guidelines 2021	

Reporting, Troubleshooting & Alerts

Sl. No.	Reporting, Troubleshooting & Alerts Requirement	Compliance Yes/No
1	Real-time split second and historical graphs	
2	Scheduling of recurring reports	
3	Report export to email, Excel, and PDF formats	
4	Pre-defined and customizable reports	
5	The proposed solutions should be capable of detecting and alerting network level issues like loop detection, link breakages, hardware failure etc. which causes breakdown of network connectivity and slowness in network performance	
6	Visual indication on the Map if a device or service affected is down.	
7	The proposed solution should be able to display events and alerts in the web console	
8	It should also allow creation of new alerts from scratch and also customizable threshold limits	
9	Should have various actions that can be taken, including but not limited to, sending out emails, running executable, emailing automated message, SMS support etc.	
10	Configurable alerts thresholds	

Helpdesk

Sl. No.	Help Desk Requirements	Compliance Yes/No
1	Solution should be scalable and open to third party integration	
2	Provide flexibility of logging incident manually via windows GUI and web interface	
3	The web interface console of the incident tracking system would allow viewing, updating and closing of incident tickets.	
4	Allow categorization on the type of incident being logged	
5	Provide classification to differentiate the criticality of the incident via the priority levels, severity levels and impact levels	

6	Provide audit logs and reports to track the updating of each incident ticket	
7	It should be able to log and escalate user-based requests.	

VM Requirements

Sl. No.	GCC Virtual Machine Requirements	Compliance Yes/No
1	Cloud virtual machine provided by SUPPLIER should be provisioned on redundant physical infrastructure.	
2	Cloud virtual machines should be auto scalable in terms of RAM and CPU.	
3	SUPPLIER should provide facility to make template from virtual machines.	
4	SUPPLIER should provide access of cloud virtual machines either by SSH in case of Linux and RDP in case of Windows servers.	
5	SUPPLIER to ensure VM sizing & performance should be as per required SAPS and solution.	
6	SUPPLIER to share SAPS offered per vCPU at 65% utilization.	
7	The underlying processors should not have been discontinued by the processor OEM at the time of bidding.	

Storage Specification's

Sl. No.	Storage Specifications	Compliance Yes/No
1	Storage should be latest, enterprise class and from reputed OEM It should support all class of disks such as SAS, NL-SAS and SSD. Storage solution should provide dedicated LUNs/Volumes assigned to PURCHASER's Government Community Cloud with replication enabled.	
2	SUPPLIER should provide scalable, dynamic and redundant storage service with no single point of failure.	
3	Should support both FC& ISCSI protocols.	
4	For OS & Data Volumes of all proposed VMs, Premium SSD based Block Storage (SSD) should be offered providing minimum 3 IOPS per GB per Volume	
5	Should offer multiple RAID levels (RAID 5/6/10 etc.).	
6	Storage service should have capability to scale as per PURCHASER's current and future requirement without requiring VM's, Physical Nodes, to be rebooted.	
7	Shall offer block storage volumes greater than 1 TB in size.	
8	Should have block disk offering as well as file/object disk offering to address different kind of PURCHASER needs.	
9	The Proposed Storage Solution should have the ability to thin provision disks to avoid allocating all storage space upfront.	
10	The Solution should support migration of the live Virtual Machine files from one storage array to another storage.	
11	Server to storage connectivity should be on 16Gbps for SAN and 10Gbps for iscsi at minimum with redundancy.	

Firewall Specifications

Sl. No.	DC/DR Firewall	Compliance Yes/No
1	Firewall throughput 2Gbps	
2	Maximum firewall connections/second 15000	
3	Packets per second(64byte) 250,000	
4	Maximum 3 DES/AESVPN throughput170Mbps	
5	Maximum site-to-site and remote access VPN sessions 100 (scalable in future)	
6	Maximum SSL VPN user sessions 150 (scalable in future)	
7	Application-layer firewall services	
8	Management Options Required Console, Telnet, SSHv2, Browser based configuration, SNMPv1/2/3	

Security Specifications

Sl. No.	Security	Compliance Yes/No
1	Internet router for internet links	
2	IPS/IDS – Intrusion Prevention and detection system	
3	HIPS – Host based Intrusion Prevention System	
4	VPN Concentrator – To provide SSL-VPN and IPsec VPN connections to remote and mobile users	
5	Antivirus for servers	
6	Global DNS services – to provide fast resolution of DNS addresses in case of different users accessing the application from different regions and easy failover from one site to another, without requiring changing any DNS records.	
7	Internet facing services shall be deployed in a zone (DMZ) different from the application and database zones. The Application and Database nodes (RDBMS) shall be in a separate zone with internal firewall security layer.	
8	The application development zone and testing zone on the cloud shall be separate from the production in a different VLAN than the production environment and setup such that users of the environments are in separate networks under control of firewall.	
9	All other monitoring and management applications shall also be separate from the production in a different VLAN than the production environment and setup such that users of the environments are in separate networks under control of firewall.	

Backup Specifications

Sl. No.	Backup Requirement	Compliance Yes/No
1	Solution should be able to perform backups of VM image, database, filesystem, operating system, NFS mount points etc.	
2	Backup solution should be Disk to Tape or Disk to Disk type.	
3	Offer a service with ability to take unattended and policy based regular and scheduled backup.	

4	Backup media to be stored in a safe environment so that whenever the backup is required to be restored for any purpose supplier should be able to restore the data. Appropriate Backup & restoration solution should be proposed considering this point.	
5	Supplier to ensure adhoc backup and restore request as per customer requirement with 24 x 7 support and no additional cost.	
6	Supplier shall not delete any data during or at the end of the agreement without the express approval of PURCHASER.	
7	Generation and publishing of backup reports periodically	
8	Periodic Browsing of the Backup Media and Periodic Restoration Testing of the Backup.	
9	Backup policy as PURCHASER requirements. Backup retention period to considered as 90 days	

AD as Service

Sl. No.	AD as Service	Compliance Yes/No
1	Cloud based with 99.9% availability	
2	VM(s) in HA mode for installation and operation of Active Directory and DNS services - 4 CPU x86 cores, 64GB RAM, 500GB x 2 disks in failover RAID. Supply and support for licenses (300 users) to be included. Include hardware and software support	

Audit Requirements

Sl. No.	Audit Requirements	Compliance Yes/No
1	PURCHASER at their sole discretion may conduct bi-annual audit of the Data centre /Disaster recovery sites. Audit parameters - Organization and Administration a. Inspect the company's organizational structure b. Inspect job positions with employee roles and responsibilities - Communication a. Inspect policies and procedures b. Inspect evidence that policies and procedures are available to all employees for reference - Risk assessment a. Inspect the company's documented risk assessment b. Inspect the risk assessment to determine whether mitigation activities are identified, as required - Server Isolation a. Technical Specifications as mentioned in the bidding document are met or not - Network Security incidents and remediation a. Inspect monitoring tools used to monitor traffic and alert on suspicious activity	

	b. Inspect evidence that the tools successfully send alerts, as required c. Inspect evidence that notifications are followed-up on and remediated as necessary	
2	PURCHASER reserves the right to appoint a third-party auditor. Audit parameters may be revised as per PURCHASER requirements.	

Performance Requirements

Sl. No.	Performance Requirements	Compliance Yes/No
1	CPU proposed should be as per SAPS at 65% utilization.	
2	Cloud service shall offer SSD backed storage and shall support High IOPS. SUPPLIER should deliver minimum 3000 IOPS per TB for Production environment. The IOPS for Non - Production environment load should be minimum 1000 per TB. (IOPS should be expandable as per requirement)	

Backup Policy

Backup Retention period to considered as 90 days, Last 3 backups should be available.

SAP System	Days	Full Backup	Incremental Backup	Log Backup	File System	OS/VM Backup
Development	Monday	Yes	No	Hourly	Daily	Every 15 days
	Tuesday	Yes	No	Hourly		
	Wednesday	Yes	No	Hourly		
	Thursday	Yes	No	Hourly		
	Friday	Yes	No	Hourly		
	Saturday	Yes	No	Hourly		
	Sunday	Yes	No	Hourly		
Quality	Monday		Yes	Hourly	Weekly	Every 15 days
	Tuesday	Yes	Yes	Hourly		
	Wednesday		Yes	Hourly		
	Thursday		Yes	Hourly		
	Friday	Yes	Yes	Hourly		
	Saturday		Yes	Hourly		
	Sunday		Yes	Hourly		
Production	Monday	Yes	No	15mins	Daily	Every 15 days
	Tuesday	Yes	No	15mins		
	Wednesday	Yes	No	15mins		
	Thursday	Yes	No	15mins		
	Friday	Yes	No	15mins		
	Saturday	Yes	No	15mins		
	Sunday	Yes	No	15mins		

Consolidated Sizing Sheet for DC and DR:**Summary For DC**

Summary	
No of Servers/VMs	43
SAPS	187900
RAM(GB) (For 3 years)	3392
SAN Storage (GB) (For 3 Years)	35233
Internet Leased Line Connectivity	50 Mbps
Multi-Protocol Label Switching Connectivity	30 Mbps

Summary For DR

Summary	
No of Servers/VMs	16
SAPS	70500
RAM(GB) (For 3 years)	1143
SAN Storage (GB) (For 3 Years)	12502
Internet Leased Line Connectivity	20 Mbps
Multi-Protocol Label Switching Connectivity	20 Mbps

Calculations and Recommendations for DC

S.no	System	System Type	Recommended SAPS	vCPU	RAM (GB)	OS (GB)	SWAP (GB)	Storage (GB)	Total current Storage (GB)	YOY Growth	Year1 (GB)	Year2 (GB)	Year3 (GB)	OS	DB	HA			
1	SAP Router	PROD	2200	2	13	100	38	100	238	0%	13	238	13	238	Linux	NA	No		
2	Web Dispatcher	PROD	2000	3	13	100	45	100	245	0%	13	245	13	245	Linux	NA	No		
3	Solution Manager ABAP + JAVA																		
	Solution Manager ABAP PAS+DB + JAVA for Non PROD	Non PROD	5200	5	42	100	125	300	825	0%	42	525	42	525	Linux	AS4	No		
4	Solution Manager ABAP PAS+DB + JAVA for PROD	PROD	8000	8	80	100	144	800	1044	5%	48	1044	48	1096	48	1151	Linux	AS4	Yes
5	Solution Manager ABAP PAS+DB + JAVA for PROD FO	PROD	8000	8	48	100	144	800	1044	5%	48	1044	48	1096	48	1151	Linux	AS4	Yes
6	S/4HANA																		
6	S4 DEV CI	Non PROD	5200	5	42	100	125	150	375	0%	42	375	42	375	Linux	NA	No		
7	S4 DEV DB	Non PROD	HANA 256 GB	32	256	100	100	1004	1124	0%	256	1124	256	1124	Linux	NA	No		
8	S4 GAS CI	Non PROD	6000	6	60	100	144	150	394	0%	60	394	60	394	Linux	NA	No		
9	S4 GAS DB	Non PROD	HANA 512 GB	48	256	100	100	1004	1124	19%	256	1124	305	1338	363	1552	Linux	NA	No
10	S4 PROD CI - Follower	PROD	6600	8	66	100	158	150	1488	0%	66	448	66	448	66	448	Linux	NA	Yes
11	S4 PROD DB	PROD	6600	8	66	100	158	150	448	0%	66	448	66	448	66	448	Linux	NA	Yes
12	S4 PROD DB - Replication	PROD	HANA 512 GB	64	256	100	100	1000	1300	19%	256	1300	305	1547	363	1841	Linux	NA	Yes
13	S4 PROD SPS	PROD	HANA 512 GB	64	256	100	100	1000	1300	19%	256	1300	305	1547	363	1841	Linux	NA	Yes
14	S4 PROD APPS	PROD	6600	8	66	100	158	150	448	0%	66	448	66	448	66	448	Linux	NA	Yes
15	BW/4HANA + BPC																		
15	B4 DEV CI	Non PROD	5200	5	42	100	125	150	375	0%	42	375	42	375	Linux	NA	No		
16	B4 DEV/DBS DB	Non PROD	HANA 256 GB	32	128	100	100	1018	1128	0%	128	1128	128	1128	Linux	NA	No		
17	B4 PROD CI - Follower	PROD	6000	6	60	100	138	150	430	0%	60	430	60	430	Linux	NA	Yes		
18	B4 PROD DB	PROD	6000	6	60	100	138	150	430	0%	60	430	60	430	60	430	Linux	NA	Yes
19	B4 PROD DB - Replication	PROD	HANA 256 GB	64	128	100	100	800	800	19%	128	800	152	952	181	1133	Linux	NA	Yes
20	B4 PROD DBS - Replication	PROD	HANA 256 GB	64	128	100	100	700	800	19%	128	800	152	952	181	1133	Linux	NA	Yes
21	SAP EP																		
21	EP DEV PAS+DB	Non PROD	4400	4	33	100	100	300	506	0%	33	506	33	506	Linux	AS4	No		
22	EP GAS PAS + DB	Non PROD	6000	6	60	100	144	150	394	0%	60	394	60	394	Linux	NA	Yes		
23	EP PROD PAS+DB	PROD	6000	6	60	100	144	150	744	0%	60	744	60	744	Linux	AS4	Yes		
24	EP PROD PAS+DB FO	PROD	6000	6	60	100	144	150	744	0%	60	744	60	744	Linux	AS4	Yes		
25	SAP PO																		
25	SAP PO DEV/GAS PAS+DB	Non PROD	5200	5	42	100	125	400	625	0%	42	625	42	625	Linux	AS4	No		
26	SAP PO PROD PAS + DB	PROD	6000	6	60	100	144	150	744	0%	60	744	60	744	Linux	AS4	Yes		
27	SAP PO PROD PAS + DB FO	PROD	6000	6	60	100	144	150	744	0%	60	744	60	744	Linux	AS4	Yes		
28	NW Gateway - FES																		
28	NW GW DEV+GAS PAS+DB	Non PROD	5200	5	42	100	125	400	675	0%	42	675	42	675	Linux	AS4	No		
29	NW GW PROD PAS+DB	PROD	6000	6	60	100	144	150	1044	0%	48	1044	48	1096	48	1151	Linux	AS4	Yes
30	NW GW PROD PAS+DB FO	PROD	6000	6	60	100	144	150	1044	0%	48	1044	48	1096	48	1151	Linux	AS4	Yes
31	BO																		
31	BO DEV+GAS	Non PROD	5200	5	42	100	125	150	375	0%	42	375	42	375	Linux	AS4	No		
32	BO PROD	PROD	8250	8	66	100	150	500	798	0%	66	798	66	798	66	798	Linux	AS4	Yes
33	BO PROD FO	PROD	8250	8	66	100	150	500	798	0%	66	798	66	798	66	798	Linux	AS4	Yes
34	SAP LSO on ECC																		
34	LSO DEV+GAS	Non PROD	5200	5	42	100	125	315	540	0%	42	540	42	540	Linux	AS4	No		
35	LSO PROD	PROD	6000	6	60	100	144	150	744	0%	60	744	60	744	Linux	AS4	Yes		
36	LSO PROD FO	PROD	6000	6	60	100	144	150	744	0%	60	744	60	744	Linux	AS4	Yes		
37	OMS																		
37	Stiffness PROD	PROD	4125	4	33	100	99	800	999	5%	33	999	33	1049	33	1103	Linux	MANDB	Yes
38	Stiffness PROD FO	PROD	4125	4	33	100	99	800	999	5%	33	999	33	1049	33	1103	Linux	MANDB	Yes
39	OMS DEV+GAS																		
39	OMS PROD	PROD	4125	4	33	100	99	800	999	5%	33	999	33	1049	33	1144	MANDB	MANDB	Yes
40	OMS PROD FO	PROD	4125	4	33	100	99	800	999	5%	33	999	33	1049	33	1144	MANDB	MANDB	Yes
41	NFS PROD	PROD	4125	4	33	100	99	800	602	12%	602	602	12%	602	602	Linux	NA	Yes	
42	NFSPROD FO	PROD	4125	4	33	100	99	800	602	12%	602	602	12%	602	602	Linux	NA	Yes	
43	SAP LSO on ECC																		
44	Testing server	Non PROD	2750	4	16	100	100	450	653	0%	16	653	16	653	Linux	SubDB	No		
45	Windows server for common name of production	PROD		2	8	100	11		100	0%	8	100	8	100	Windows	NA	No		
Total			187900	589	2950	4500	4719	22887	32095		2990	32095	3184	33556	3418	35233			

Calculations and Recommendations for DR

S.no	System	System Type	Recommended SAPS	vCPU	RAM (GB)	OS (GB)	SWAP (GB)	Storage (GB)	Total Storage (GB)	YOY Growth	Year1 (GB)		Year2 (GB)		Year3(GB)		OS	DB	HA
											RAM	Storage	RAM	Storage	RAM	Storage			
1	SAP Router	PRD	2200	2	13	100	38	100	238	0%	13	238	13	238	13	238	Linux	NA	No
2	Web Dispatcher	PRD	2600	3	13	100	45	100	245	0%	13	245	13	245	13	245	Linux	NA	No
3	Solution Manager ABAP+DB + JAVA for PRD																		
		PRD	6000	4	64	100	244	800	1044	5%	48	1044	48	1096	48	1151	Linux	AGE	No
4	S/HANA																		
5	S4 PRD CL	PRD	6800	8	64	100	298	1300	448	0%	64	448	64	448	64	448	Linux	NA	No
6	S4 PRD DB	PRD	HANA 512 GB	64	256	100		1300	1300	10%	256	1300	305	1547	363	1841	HANA	NA	No
7	S4 PRD APP	PRD	6600	8	64	100	198	1100	448	0%	64	448	64	448	64	448	Linux	NA	No
8	BW/HANA + BPC																		
9	B4 PRD CL	PRD	6000	8	64	100	180	1100	430	0%	64	430	64	430	64	430	Linux	NA	No
10	B4 PRD DB	PRD	HANA 256 GB	64	128	100		700	800	10%	128	800	152	952	181	1133	HANA	NA	No
11	EP PRD PAS+DB	PRD	6000	4	64	100	144	500	744	0%	48	744	48	744	48	744	Linux	AGE	No
12	SAP PO																		
13	SAP PRD DB	PRD	6000	8	48	100	144	700	944	0%	48	944	48	944	48	944	Linux	AGE	No
14	NW Gateway - FES																		
15	NW GW PRD PAS + DB	PRD	6000	4	48	100	144	800	1044	5%	48	1044	48	1096	48	1151	Linux	NA	No
16	BO																		
17	BO PRD	PRD	8200	8	64	100	198	1000	798	0%	64	798	64	798	64	798	Linux	AGE	No
18	SAP ISO on ECC																		
19	ISO PRD	PRD	6000	8	48	100	144	1000	944	0%	48	944	48	944	48	944	Linux	AGE	No
20	DMS																		
21	DMS PRD	PRD	4125	4	13	100	99	800	999	7%	33	999	33	1069	33	1144	Linux	MAXDB	No
22	DMS Office	PRD	4125	4	13	100	99	800	999	7%	33	999	33	1069	33	1144	Linux	MAXDB	No
23	Windows server for common name of Production	PRD		4	8	100		100	100	0%	8	100	8	100	8	100	Windows	NA	No
Total			70900	209	983	1600	1774	7750	11124		983	11124	1056	11768	1143	12502			

4.1.4 Completion & Commissioning

The bidder shall be responsible for the successful migration, upgradation, completion, testing, and commissioning of the Managing and hosting of SAP ERP on cloud.

The bidder should note the following:

- (i) The materials supplied and installed by the bidder shall be fully compatible for safe and correct use in the existing **SAP ERP environment**.
- (ii) The supplied & installed infrastructure shall not in any way compromise the confidentiality, integrity, availability and safety of the existing SAP ERP environment of APGCL. The system shall be complete in all respect covering all the required items. Any other related item which is not specifically stated above but essentially required for installation & trouble-free operation of the systems shall also deemed to have been included in the bidder's scope without any additional cost to APGCL.
- (iii) Any corrective measures (with respect to the bidder's scope of work) for obtaining the required performance of the SAP ERP environment shall be under the scope of the bidder without any additional financial implication to APGCL.
- (iv) Bidder shall submit all Technical Specification, Drawings, Migration Strategy etc. for approval before execution of the work.
- (v) Bidder shall submit all as drawings, various settings, documentations etc. after successful commissioning of the cloud service.

The scope of work of bidder shall 'further' include but not limited to: -

Collaboration with the SAP application team to updating, upgrading, migrating, testing and commissioning of the SAP ERP cloud infrastructure without any additional financial implication to APGCL.

4.2 Consignee Address Details

The Chief General Manager (PP&I), APGCL

District: Kamrup Metro

State: Assam

PO: PaltanBazar

PIN: 781001

Email Id: akshay.talukdar@apgcl.org /it-cell@apgcl.org

SECTION-V

5. Bidding Forms

Bidders shall fill-up and sign-seal and submit the below given relevant Forms – B1 to B9 and B11 to B12 in technical bid.

5.1 Letter of Bid

FORM-B1

Letter of Bid (**the bidder must prepare the Letter of Bid on its letterhead clearly showing the Bidder's complete name and address.**)

Date: [insert date (as DD, MM, YYYY) of Bid Submission]

Tender Ref. No.: _____

To:

The Chief General Manager (PP&I), APGCL
3rd Floor Bijulee Bhawan
Paltanbazar, Guwahati-781001

- a) We have examined and have no reservations to the Bidding Documents, including Addenda issued to Bidders;
- b) We meet the eligibility and qualification criteria as set out in this Bidding Document;
- c) We have submitted the required bid security (EMD) and tender processing fee as stated in the bid document.
- d) We offer to supply following tendered item(s) in conformity with all terms and conditions as specified in the Bidding Documents including the quantity, quality standard and delivery conditions, etc., as specified in the bid document under scope of work:

Sl. No	Name of the Item(s)	Description	Remarks
1			
2			
3			
4			
Post Implementation Support for 3 years			
Sl. No	Name of the Item(s)	Description	Remarks
1			
2			
3			
Post Implementation Support Additional 3 years			
Sl. No	Name of the Item(s)	Description	Remarks
1			
2			
3			

Note: After the completion of the first three years of Post Implementation Support period, if the Purchaser wishes to continue to hire the Post Implementation Support services of the Supplier for the additional three years, the Supplier shall be bound to provide these services

to the purchaser as the price quoted in the Price Bid (BoQ: Beyond 3 Years) and as per the terms and condition mentioned in this bid document. As such the performance bank guarantee furnished by the supplier under this contract shall be released only after furnishing the performance bank guarantee for the Post Implementation Support for the said additional three years.

- e) We have submitted both technical and price bid for above mentioned items and our bid shall be valid for 180 (one hundred eighty days) **from the Start Date of online Bid submission.**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- f) If our bid is accepted, we commit to obtain a performance security in accordance with the Performance Security Deposit Clause of the Bidding Document.
- g) We are not participating, as a Bidder, in more than one bid in this bidding process.
- h) We, along with any of our, suppliers, OEM are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous Body, Authority by whatever name called under them;
- i) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in the Bidding Documents;
- j) We hereby certify that we are neither associated nor has been associated directly or indirectly with any personnel/official or any other entity that has prepared the specifications and other documents for the subject matter of procurement;
- k) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;
- l) We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- m) We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- n) We understand that this bid shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name of the Bidder_____

Name of the person duly authorized to sign the Bid on behalf of the Bidder _____

Title of the person signing the Bid _____

Signature of the person named above

5.2 Bidder Information Form**FORM-B2****Bidder Information**

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as DD, MM, YYYY) of Bid Submission]*

Tender Ref. No.: _____

1. Bidder's Name <i>[insert Bidder's legal name]</i>				
2. Bidder's year of registration/incorporation: <i>[insert Bidder's year of registration/incorporation]</i>				
3. Bidder's Address: <i>[insert Bidder's legal address]</i>				
4. Activities Undertaken by the Bidder:				
5. Bidder's Authorized Representative Information				
a) Name: <i>[insert Authorized Representative's name]</i>				
b) Address: <i>[insert Authorized Representative's Address]</i>				
c) Telephone/Fax numbers: <i>[insert telephone/fax numbers]</i>				
d) Email Address: <i>[insert Authorized Representative's email address]</i>				
6. Details of the Bidder's Data Centers (DC) and Disaster Recovery (DR) Centers along with their STQC audit status:				
Sl. No.	DC/DR Details	Tier III/IV	Location	STQC Audit Status
1				
2				
3				

4				
5				
6				
7				

7. Years of experience in similar line of activity:

8. List of clients in Govt/Public Sector to whom supply has been done in last three years:

9. Details of the Bank Account:

(i) Name of the Bank:

(ii) Type of Account:

(iii) Account Number:

(iv) IFSC:

Signature of the Bidder/ Authorized Signatory
(Name, Address & Designation)

5.3 Manufacturer's Letter of Authorization**FORM-B3****Manufacturer's Authorisation Letter**Date: *[insert date (as DD, MM, YYYY) of Bid Submission]*

Tender Ref. No.: _____

To: *[insert complete name of Bid Inviting Entity]*

WHEREAS

We *[insert complete name & address]*, who are manufacturer of *following items*, do hereby authorize *[insert complete name of Bidder]* to submit a bid, the purpose of which is to provide the following IT product(s) and service(s), produced/manufactured by us, and to subsequently negotiate and sign the Contract.

S. No	Name of the Item(s)	Quality Certifications
1		
2		
3		
4		

We have been manufacturing product(s) of similar in nature as stated above since last three financial years ended on 31st March 2025.

We shall stand guarantor with respect to the quality and genuineness for the goods manufactured or produced by us and supplied by *<insert the name of the bidder>* to *<insert name of the procuring entity>*, on the award of the contract.

We also stand guaranteed to fulfil the warranty and maintenance obligations in accordance with clause 7.3 of section VII with respect to the goods manufactured by us as per the bid terms and conditions either directly or through our authorized representatives.

Signed: *[insert signature(s) of authorized representative(s) of the Producer/Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Producer/Manufacturer]*

Designation: *[Designation]*

Dated on _____ day of _____, *[insert date of signing]*

Note: The Bidder (if not the manufacturer of the goods offered) shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer of the Goods offer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid]

5.4 Details of Work Orders**FORM-B4**

Name of the Bidder: _____

Tender Reference No. _____

Name of the Client	Order No. and Date	Description of the Goods/Services Supplied & Work Executed	Value of Order	Quantity	Reason for delay in completion, if any.
1	2	3	4	5	6

Signature
(Bidder/ Authorised Representatives)

The Bidder shall also furnish the following documents in connection with their past performance:

- i) **Copy of Work Orders.**
- ii) **Documentary evidence (Client's certificate) in support of satisfactory completion of contract: Work Completion Report.**

5.5 Financial Strength of the Bidder**FORM-B5**

Certificate on Financial Strength
(On the letterhead of Chartered Accountant/Statutory Auditor)

We/I have verified the Audited Financial Statement of Accounts and other documents of..... having registered office at pertaining to the financial year 2022-23 2023-24 and 2024-25. Based on our verification of the aforesaid statements and records, we certify that the following details are true to the best of our information and according to the explanation given to us.

(Amount in INR Lakhs)

Financial Information	Financial Year			Average
	2022-23	2023-24	2024-25	
	Audited	Audited	Audited	
Total Turnover				
Turnover from Similar Business				
Net worth				

I/We also certify that the Bidder is in similar business for more than three years as on due date of submission of bid.

Date:

Signature and seal of the CA firm

Place:

UDIN:.....

Note:

- The bidder must furnish audited financial statements for the above-mentioned financial years.*
- Similar business shall include*

5.6 Cash Flow Capacity**FORM-B6**

Financial Resources		
No.	Source of financing	Amount (INR)
1		
2		
3		
4		



5.7 Power of Attorney for Signing of Bid**FORM-B7****Format for Power of Attorney for Signing of Application
(On a Stamp Paper of Rs 100/-)**

We, [name and address of the registered office] do hereby constitute, appoint and authorize Mr. / Ms.(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Tender for _____[insert Name of the Work] including signing and submission of all documents and providing information to the Client (i.e. [insert name of the Bid Inviting Entity]) and its officials or representatives, representing us in all matters before Client, and generally dealing with Client in all matters in connection with our bid response.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the _____ day of _____ 2025

For _____
(Signature)
(Name, Designation and Address)

Accepted _____ (Signature)
(Name, Title and Address of the Attorney)

Date: _____

Note:

- i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- ii. *In case an authorized Director or key officials of the Applicant signs the Application, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney.*
- iii. *In case the Application is executed outside India, the Applicant must get necessary authorization from the Consulate of India. The Applicant shall be required to pay the necessary registration fees at the office of Inspector General of Stamps.*

5.8 Undertaking by the Bidder**FORM-B8****Affidavit**

(To be submitted on non-judicial stamp paper of minimum Rs 50/- duly certified by Notary)

We, M/s. (the Bidder), (the names and addresses of the registered office) hereby certify and confirm that:

- (i) We or any of our promoter(s) / director(s) / partner(s) are not blacklisted or otherwise disqualified pursuant to any debarment proceedings by any Central or State Government, Local Government or Public Sector Undertaking in India from participating in any bidding process, either individually or as member of a consortium as on the _____ (Date of Signing of Bidder).
- (ii) We are not insolvent, in receivership, bankrupt, being wound up, having our affairs administered by a court or a judicial officer, having our business activities suspended or subject of legal proceedings for any of the foregoing reason;
- (iii) We or any of our promoter(s), director(s), partner(s) and officers are not convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of *three years* preceding the commencement of the procurement process.
- (iv) There is no conflict of interest in submitting this Bid.
- (v) We shall abide by the clauses/ conditions of Bidding Documents issued by the Procuring Entity and any amendment made thereafter.

We further confirm that, we are aware of the fact that, our Bid submitted in response of the Tender Ref. No. *[insert tender number & date]* for supply of *[insert the name of the Goods/subject matter of the Tender]*, would be liable for rejection in case any material misrepresentation is made or discovered at any stage of Bid evaluation or thereafter during the agreement period.

Signature of the Bidder/Authorized Representatives

Name of the Bidder/Authorized Representatives

5.9 Bank Guarantee Format for Bid Security (EMD)**FORMAT-B9****Format of BG for Bid Security (EMD)****(IN STAMP PAPER of Minimum Rs 100/-)****Bank Guarantee No:** _____, **Date:** _____**Bank Details:****Guarantor:****Tender No:****Name of Work:****Name of Bidder/Applicant:**

Beneficiary: Chief General Manager (PP&I),
 Assam Power Generation Corporation Ltd. (APGCL)
 3rd Floor, Bijulee Bhawan, Paltanbazar, Guwahati - 781001,
 Assam.

Whereas(*Name and address of the bidder*) is willing to submit their bid against the above mentioned tender no: for(*Name of Work*) invited by the beneficiary on behalf of Assam Power Generation Corporation Ltd. and as per tender/bid conditions, the applicant is required to submit a Bank Guarantee as Earnest Money Deposit.

At the request of the applicant, we as Guarantor, hereby irrevocably undertake to pay the beneficiary any sum or sums not exceeding in total an amount of Rs.....(*in numeric*) (*Rupeesonly-In words*) if:

- 1) The bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of the bid.
- 2) The bidder fails to furnish the Performance Security for the due performance of the contract/Work Order against this tender.
- 3) The bidder fails or refuses to execute the contract.

We undertake to pay the beneficiary up to the above amount upon receipt of its first written demand, without the beneficiary having to substantiate its demand, provided that in its demand the beneficiary will note that the amount claimed by it due to it owing to the occurrence of one or more of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force for 01 (one) Year from the start date of online submission of bid up to amount Rs..... (*in*

numeric) (Rupeesonly- In words) and any demand in respect thereof should reach the bank not later than the above date.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary, notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank. Any invocation of guarantee can be made only by the beneficiary directly.

Notwithstanding anything to the contrary contained herein:

1. Our liability under this bank Guarantee shall not exceed Rs.....(*in numeric) (Rupeesonly- In words)*).
2. This Bank Guarantee shall be valid up to 01 (one) Year from the start date of online submission of bid.
3. The beneficiary's right as well as the Bank's liability under this guarantee shall stand extinguished unless a written claim or demand is made under this guarantee up to a period of 01 (one) Year from the start date of online submission of bid.
- 4.

Dated at _____ this ____ day of _____, 2025

(Signature on behalf of the Nationalized/Scheduled Bank)

(Seal of the
Nationalized/Scheduled Bank)

Address of the main Branch of the Bank.....

Address of the BG issuing Bank.....

5.10 Performance Bank Guarantee Format**FORMAT-B10****Format of PBG (Not to be submitted with this Bid)**

STAMP PAPER

(To be stamped)

BANK GUARANTEE FOR PERFORMANCE

Bank Guarantee
No. Date:

Whereas the Assam Power Generation Corporation Ltd. (hereinafter called APGCL) which expression shall unless repugnant to the context or meaning thereof include its successor administrators, executors and assigns has placed a **Work Order No: -**(herein called the 'contractor') which expression shall unless repugnant to the context or meaning thereof include its successor administrators, executors and assigns for the work of ".....".

Whereas the terms of the contract between the parties are contained in the Work Order aforementioned and subsequent correspondences between the parties, if any.

Whereas by the virtue of the clause "Performance Security Deposit" of the Work Order aforementioned, the Firm is required to furnish a Bank Guarantee from a Nationalized/Scheduled Bank of RBI for

a sum of **Rs.00 (Rupeesonly)** as security for the satisfactory performance of Contract by the Contractor.

Whereas the Firm has requested APGCL to accept the guarantee of _____ (Name of any Nationalized Bank with address) and APGCL has agreed to accept the same.

In consideration of APGCL entering into contract aforementioned, we _____ (Name of the Nationalized Bank with address) take into indemnity and

keep indemnify APGCL from any damage, injury or loss occasion to it by breach or violation of the contract and shall pay APGCL all sums demanded by it towards such injury, loss or damage or penalties as and when demanded, provided that the total liability under the guarantee shall not exceed **Rs.....00 (Rupeesonly)**.

Provided further that this guarantee shall not continue in force beyond All claims under this guarantee shall be preferred to the executant's bank before

We _____ (Name of the Nationalized Bank with address details) hereby undertake not to revoke this guarantee during the period it is in force without obtaining the prior written consent of APGCL & notwithstanding anything contained herein before, our liability under this guarantee is restricted to **Rs.....00 (Rupeesonly)**.

Our guarantee shall remain in force until unless a claim in writing is presented to us and if unpaid, a suit or action to enforce such claims is filed against us within 6 (six) months from the date i.e., within All rights under said guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of guarantee can be made only by the Beneficiary directly.

Notwithstanding anything to the contrary contained herein:

1. Our liability under this bank Guarantee shall not exceed **Rs.....00 (Rupeesonly)**.
2. This Bank Guarantee shall be valid up to
3. The beneficiary's right as well as the Bank's liability under this guarantee shall stand extinguished unless a written claim or demand is made under this guarantee on or before

The Bank Guarantee will be governed and construed in accordance with Indian laws and subject to exclusive jurisdiction of courts of India.

Dated at _____ this ____ day of _____, 2025.

(Signature on behalf of the Nationalized/Scheduled Bank)

(Seal of the Nationalized/Scheduled Bank)

Address of the main Branch of the
Bank.....

Address of the BG issuing
Bank.....

SI No	Section/Clause No.	Reference to the Bid document	Clarifications Sought

5.12 Checklist of Documents submitted along with Technical Bid by Bidder:**FORM-B12****CHECKLIST**

Sl. No.	Description of the Document	Page		Remarks (if any)
		From	To	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

SECTION-VI

6. General Terms and Conditions (GTC):

The bidder must adhere to the clauses of this tender document and also, the tender must be submitted as per instructions given in this document, in the absence of which the submitted tender of the bidder may not be considered for evaluation at this end. However, in case of deviation from any of APGCL's tender document clause by the bidder, the same must be stated clearly as per the format given below:

EXCEPTION AND DEVIATION PROFORMA

Sl. No.	Ref of Bid Document		Subject	Deviation Details
	Page No.	Clause No.		

In case the bidder doesn't state the deviation(s) clearly, it will be presumed that the bidder has accepted all terms and conditions of this tender document. **Also, acceptance/rejection of bidder's deviation(s) shall be at sole discretion of APGCL.**

The clauses under the 'Terms & Conditions of Contract' are given below:

6.1 Firm Price:

The basic price(s) quoted by the bidder shall be firm without any variation in any way till completion of the work in full.

The price offered in the Price Bid for the item(s) shall be based on FOR consignee location/DDP (Place of destination) price. The basic prices shall also be **inclusive of** travelling expenses of Contractor's Personnel, boarding & lodging of Contractor's Personnel at site, etc.

6.2 Performance Security Deposit:

On receipt of the Letter of Acceptance/Work Order/Purchase order, the successful bidder shall have to deposit a Bank Guarantee from a Nationalized or Scheduled Bank of RBI for an amount equivalent to 10% (ten percent) of the total value of Order (including GST, etc.) as performance security, **within 28 (twenty eight) days** from the date of receipt of the LOA/Order or before signing of contract, whichever is earlier, duly pledged in favour of the Chief General Manager (PP&I), APGCL and such security deposit shall be valid up to 45 (forty-five) days beyond the date of completion of all contractual obligations including warranty and maintenance obligations, if any.

If the Contractor fails or neglects to perform any of his obligations under the contract/as per work order/tender, then APGCL shall have the right to forfeit either in full or in part at its absolute discretion, the security deposit furnished by the Contractor. No interest shall be payable on such deposits.

Note: The successful bidder is requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank Guarantee in APGCL's tender issuing office:

The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

- i. MT/IFN760/MT/IFN760 COV for issuing of Bank Guarantee.
- ii. MT/IFFN 760/MT/IFN 767 COV for amendment of Bank Guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Paltan Bazar Branch, A/C no. 37501020007573, IFS code-

UTIB0000375, Branch Address- AXIS Bank Ltd, Commercial Building, A.T. Road, Guwahati-781001, India.

Apart from Bank Guarantee, Performance Security Deposit can also be submitted through Fixed Deposit (FD) and Demand Draft (DD), pledged/drawn in favor of The Chief General Manager (PP&I), APGCL, Bijulee Bhawan, Paltan Bazar, Guwahati-1. All other Terms & Conditions regarding the Performance Security Deposit shall remain the same as mentioned in the above paragraphs.

In case, performance bank guarantee, fixed deposit, demand draft (DD) is not submitted by the bidder, then 10% of the total work order value (including P&F, freight insurance and taxes etc.) shall be deducted from the Bidder's Bill/Invoice as Performance Security Deposit and this amount shall be retained by APGCL for the entire Warranty Period/Contractual Obligation Period. If the Contractor fails or neglects to perform any of his obligations under the contract/as per work order/tender, then APGCL shall have the right to forfeit either in full or in part at its absolute discretion, such amount. No interest shall be payable on such deposits.

Note: The Bid Security (EMD) deposited by a Bidder may be forfeited in case the bidder does not deposit the required performance security and/or sign the contract **within the specified time period.**

6.3 Clarification and Additional Information:

During the submitted bid's evaluation, APGCL may request the bidder for any clarification on the submitted bid and/or documents related to the tender. The bidder shall submit the sought clarifications and/or document(s) within stipulated time as determined by the undersigned. However, **seeking clarification and document(s) during bid evaluation shall be on sole discretion of APGCL.**

6.4 Precautions to be Taken During Execution of Work:

The Contractor shall take reasonable and statutory precaution during execution of the work at work site so as to avoid accident and damage to equipment and injury to workman and to prevent theft, pilferage etc.

6.5 Acceptance of the Order/LOA:

Acceptance of the Order/LOA in writing shall be conveyed by the supplier/Contractor to the Purchaser/Employer (APGCL) within 10 (ten) days from the date of issue of the such Order/LOA failing which, it will be presumed that all the Contactor has accepted the same in full.

6.6 Force Majeure:

Normally, force majeure shall cover only Act of God, fire, war, riots, epidemics and act of Government, etc. Any constraints other than those specified above, will not constitute a force majeure condition. In view of other constraints beyond the control of the Contractor, primarily due to statutory compulsion, extension of delivery time may also be considered on merit of individual case.

In case of a force majeure condition, the Contractor shall notify APGCL in writing such condition within 10 (ten) days from the beginning of such delay for consideration and acceptance. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.7 Settlement of Disputes:

a. Amicable Settlement:

If any dispute or difference (s) of any kind whatsoever arise between the parties in connection with or arising out of the work/contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Contract whether during the progress of the Contract or after its completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such disputes or differences by mutual consultation between the authorized representatives of both the parties for amicable settlement of the dispute within a period of ninety (90) days after receipt by one party of the other party's request for such amicable settlement.

b. Arbitration:

Any dispute, controversy or claim arising out of or relating to this work/contract or the breach, termination or invalidity thereof, that cannot be settled amicably between both the parties shall be settled by Arbitration.

In any arbitration proceeding hereunder-

- a) Arbitration shall be in accordance with the Arbitration & Conciliation Act, 1996 or any statutory amendment thereof.
- b) Arbitration shall be by a sole arbitrator, if agreed upon by the Parties. Failing agreement on the identity of such sole arbitrator, each Party shall appoint one arbitrator, and these two appointed arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel and act as the Presiding Arbitrator.
- c) In an arbitration proceeding consisting of three arbitrators, if a party fails to appoint an arbitrator within 30 days from the receipt of a request to do so from the other party; or the two appointed arbitrators fail to agree on the third arbitrator within thirty days from the date of their appointment, the appointment shall be made upon request of a party by the High Court or by the President, Institution of Engineers (India), Assam State Centre.
- d) In an arbitration with sole arbitrator, if the parties fail to agree on the arbitrator within 30 days from receipt of a request by one party from the other party to so agree, the appointment shall be made, upon request of a party, by the High Court or by the President, Institution of Engineers (India), Assam State Centre.
- e) Proceedings shall, unless otherwise agreed by the Parties, be held in Guwahati.
- f) English language shall be the official language for all purposes.
- g) Decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) and the Arbitral Award shall be final and binding on the parties and the persons claiming under them respectively and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
- h) The arbitrators and the parties to the arbitration shall maintain confidentiality of all arbitral proceedings except award where its disclosure is necessary for the purpose of implementation, enforcement and setting aside of the award.
- i) The cost of arbitration shall be equally shared among both the parties.

6.8 Legal Jurisdiction:

Any disputes or differences arising under, out of, or in connection with this work/contract, shall be subject to the exclusive jurisdiction of courts at Guwahati only.

6.9 Mistakes/Errors in submitted Bid:

The Contractor shall be responsible and liable for any change in the work due to any discrepancies, errors, or omissions in the submitted bid which have arisen due to inaccurate information or particulars furnished by the Contractor, even though approved by APGCL.

6.10 Indemnification:

The Contractor shall indemnify APGCL against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copyright protected either in the country of origin or in India for the use of any equipment supplied by the Contractor but such indemnity shall not cause any use of the equipment other than for the purposes indicated by or reasonably to be inferred from the specification.

6.11 Subletting Contract:

The Contractor shall not, without the consent in writing of APGCL assign or sublet his contract, or any substantial part thereof, or interest therein of benefit or advantage whatsoever, other than for raw materials or for minor details or for any part of the work of which the Sub-contractors are named in the tender provided any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the contract.

6.12 Variation of Quantity:

The Bidder shall quote the Unit Rates for Additional Components in the Price Bid (**BoQ: Unit Rate**). Such rates shall be excluded from the financial evaluation of the Bid. The quoted Unit Rates shall be binding and applicable for any variation in quantity, as may be required during the execution of the Contract.

6.13 Co-Operation with Other Contractors:

The Contractor shall agree to co-operate with the APGCL's other contractors for associated supplies and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication. No remuneration shall come from APGCL for such technical co-operation.

6.14 Contractual Failure:

In the event of contractual failure of any respect on the part of the Contractor, APGCL shall be entitled to **forfeit** the performance security deposit or any deposit or any payment due to the Contractor from this or his other contracts towards the recovery of APGCL's claim for damages arising out of the failure. In addition, APGCL may black-list or ban the Contractor or pending enquiry, suspend him or take any other steps considered suitable.

6.15 Rejection:

In the event, any of the materials supplied by the Contractor or work executed is found defective or otherwise not in conformity with the requirements of the contract/tender specifications, APGCL shall either reject the material/work or request the Contractor in writing to rectify the same. The Contractor, on receipt of such notification shall rectify or replace the defective material/rectify the defective work free of cost to APGCL. If the Contractor fails to do so, APGCL may at its option: -

- (a) Replace or rectify such defective/non-conforming material/correct the defective work and recover the extra cost so involved plus 15% as overhead charge from the Contractor, or
- (b) Terminate the contract for default, or
- (c) Acquire the defective material at a reduced price as considered equitable under the circumstances.

6.16 Deduction from Contract Price:

All cost, damages or expenses which APGCL may have made for which, under the contract, the Contractor is liable, may be deducted by APGCL from any money due or becoming due by APGCL to the Contractor or may be recovered by action at law or otherwise from the Contractor.

In the event of recovery to the necessary extent becoming impossible owing to insufficiency of the earnest money/security deposit and withheld amounts, the balance

due to APGCL may at the option of APGCL be recovered from any money due to the Contractor from APGCL under other contracts with the Contractor.

6.17 Death, Bankruptcy etc.:

If the Contractor becomes bankrupt or being a corporation is in the process of winding up, amalgamation or reorganization, then APGCL shall be at liberty to: -

- (a) Terminate the contract forthwith by notice in writing to the Contractor or to the liquidator or receiver or to any person in whom the contract may become vested.
- (b) Give such liquidator, receiver or other person the option of carrying out the contract subject to his providing a guarantee for the due and faithful performance of the contract up to an amount to be determined by APGCL.

In case of death of the Contractor before completion of the work, then APGCL shall be at liberty to:

- (a) Close up the contract and take over the completed portion of work/supply done and made as per specification and make final payment to the legal heir of the Contractor on receipt of claim from such legal heir.
- (b) Give the contract to the legal heir of the Contractor subject to his depositing a performance security for the due and faithful performance of the contract. The performance security amount shall be determined by APGCL commensurate with the incomplete portion of the work/supply. APGCL will enter into a fresh contract with the legal heir of the Contractor on the same terms and conditions of the earlier contract.

6.18 Regulation of Local Authorities:

The Contractor shall abide by the regulation of local Authorities unless such regulation is repugnant to any terms of the contract agreed upon.

The Contractor is required to fulfill all criteria related to Labour Laws.

The Contractor will also comply with all regulations/directives of both State & Central Government Pollution Boards.

6.19 Suspension Of Business Dealings with Firms/Contractors:

APGCL may suspend business dealings with a Firm/Contractor, if:

- (a) The Central Bureau of Investigation or any other investigating agency recommends such a course in respect of a case under investigation; and if a prima facie case is made out that the firm is guilty of an offence involving unethical, unlawful, fraudulent means in relation to business dealings, which, if established, would result in business dealings with it being banned.
- (b) APGCL has past record of non-performance of the Firm in it's previously awarded contracts.
- (c) APGCL has record of ban against the Firm by other Government / Public sector utility.
- (d) However, APGCL shall give the Firm/Contractor a fair chance to explain the circumstances of such previous suspensions.

6.20 Banning Of Business Dealings with Firms/ Contractors:

APGCL may ban business dealings with a Firm/Contractor, if:

- (a) The owner (s) of the Firm/Contractor is convicted by a court of law following prosecution for offences involving unethical, unlawful, fraudulent means in relation to business dealings.
- (b) There is strong justification that the Firm has been guilty of malpractices, such as, bribery, corruption, fraud, substitution of tenders, misrepresentation, evasion or habitual default in payment of any Government tax, etc.
- (c) The Firm continuously refuses to return government dues without showing adequate cause and Government are reasonably satisfied that this is not due to reasonable dispute which would attract proceeding in arbitration or court of law.

(d) The Firm is found guilty of involving in unethical practices, such as:

1. "Corrupt practice" involving offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of any such official procurement process or in contract execution.
2. "Fraudulent practice" involving misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer.
3. "Collusive practice" involving a scheme among bidders (prior to or after submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
4. "Coercive practice" involving harming or threatening to harm directly or indirectly, persons or their property to influence procurement process or the execution of a contract.

APGCL may sanction a Firm/ Contractor or its successor, including declaring ineligible, indefinitely or for a period of not less than 3 (three) years.

6.21 Language:

Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Purchaser (APGCL), shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a self-certified accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.

The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6.23 Joint Venture or Consortium:

If the Contractor is a joint venture, or consortium, all the parties shall be jointly and severally liable to the Purchaser (APGCL) for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or, consortium, shall not be altered without the prior consent of the Purchaser (APGCL).

In the case of a Joint Venture: -

(a) no partner of the Joint Venture shall submit an independent bid for the same package for which the Joint Venture submits a bid as this shall constitute conflict of interest.

(b) all partners of the Joint Venture shall be jointly and severally liable for the bid and for the execution of the Contract in accordance with the terms of the contract and **a relevant statement to this effect shall be submitted by them in evidence thereof.**

(c) in the event of the bid of Joint Venture being accepted, they shall either form a registered Joint Venture Company or a Limited Liability Partnership, or a Partnership Firm or else the contract documents and the Joint Venture Agreement, etc. shall be duly signed and executed in such a manner as may be required for making it legally binding on all partners and clearly indicating, amongst other things, the proposed distribution of responsibilities, both financial as well as technical, for execution of the work amongst them; and

(d) the Joint Venture shall nominate a Lead Partner who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture

during the bidding process and during execution of the contract. This authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all the partners or, otherwise, all the parties in Joint Venture shall sign the Agreement.

(e) For JV qualification criteria (i.e., eligibility criteria, experience criteria, etc.) refer Clause 3.2.4

Each partner/member must comply with all required bidder's qualification criteria (i.e., eligibility criteria, experience criteria etc.) independently.

6.24 Nationality and Country of Origin Requirements:

The Contractor and its Subcontractors shall have the nationality of any country with which India has not banned trade relations.

All Goods/services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

6.25 Confidential Information:

- a. Any information derived or otherwise communicated by the Purchaser (APGCL) to the Supplier (Contractor) in connection with the contract shall be kept / treated as secret and shall not without written consent of the Purchaser (APGCL) be published or disclosed to any third party or made use of by the Supplier except for the purpose of execution of the contract.
- b. The Purchaser (APGCL) and the Supplier (Contractor) 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 Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality like that imposed on the Supplier under GTC Clause Copyright.
- c. The Purchaser (APGCL) shall not use such documents, data, and other information received from the Supplier (Contractor) for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- d. The obligation of a party under GTC Sub-Clauses 6.25 (a, b, c) above, however, shall not apply to information that:
 - i. the Purchaser or Supplier need to share with such institution(s) participating in the financing of the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. 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
 - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

- e. The above provisions of GTC Clause 6.25 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply/Work or any part thereof.
- f. The provisions of GTC Clause 6.25 shall survive completion or termination for whatever reason, of the Contract.

6.26 Limitation of Liability:

Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of replacing the substandard Goods supplied, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

6.27 Copyright:

The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser (APGCL) by the Supplier (Contractor) herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser/Authority directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.



SECTION VII

7. Special Terms and Conditions (STC)

7.1 Firm Price:

The basic price(s) quoted by the bidder shall be firm without any variation in any way till completion of the work in full. The basic price, P&F, freight, transit insurance shall be quoted in the Price-Bid (BOQ) of the submitted tender. Total GST shall be also quoted for every line item in the Price-Bid (BOQ) of the submitted tender. However, the basic prices shall be inclusive of all charges including travelling, local conveyance, fooding and boarding charges of Bidder's work personnel at all APGCL sites, etc.

7.2 Terms of Payment:

Payment of the Contract Price shall be made in the following manner:

Sl. No.	Milestone	Payments*	Documents Required
1	Installation and Management (One Time Charges) for Data Centre (DC) & Disaster Recovery (DR) Centre - after Installation, Migration and start of DC & DR services on submission of invoice.	One Time Charges for DC & DR shall be paid 100% after satisfactory Completion of Milestone Sl. No. 9 of Clause 7.4	Invoice And Signed Letter from purchaser approving DC & DR commissioning
2	Cloud Hosting and managed services (Recurring Charges)	100% at the end of each quarter after deduction of applicable penalties (if any) as per SLA.	Quarterly Invoice along with the logs after submission by the supplier + Signed letter from Purchaser

Payment Procedure:

Payment will be made within 45 days of receipt of invoice, subject to availability of fund. All the payments for Recurring Charges will be done after deductions of penalties (if any) as per SLA.

Payments shall be subject to deductions of any amount for which the supplier is liable under the contract conditions. Further all payments shall be made subject to deduction of TDS (Tax Deduction at Source) as per the Income Tax Act and/or any other statutory provisions.

Paying Authority:

The General Manager (F&A) i/c, APGCL,
3rd Floor, Bijulee Bhawan, Paltan Bazar,
Guwahati-781001.

Note:

- Performance Security Deposit shall be submitted within twenty-eight (28) days of the receipt of Letter of Acceptance/Work Order/Purchase Order from the Procuring Entity (APGCL) or before signing of the Contract, whichever is earlier.

7.3 Warranty Clause:

- i. The Supplier warrants that all the IT products are 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. The Supplier further warrants that the IT products shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination. Unless otherwise specified in the STC, the complete cover warranty shall remain valid for the contract period. Purchaser shall give a Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. APGCL shall afford all reasonable opportunities for the Contractor to inspect such defects. Upon receipt of such Notice, the Supplier shall, within the period specified in the BID DOCUMENT or stipulated by APGCL, expeditiously repair or replace the defective Goods or parts thereof, at no cost to APGCL.
- ii. If the Contractor fails to rectify the defects within a reasonable time, the Purchaser/Employer may fix a date by which the Contractor would rectify the defects, failing which the APGCL may:
 - (a) Carry out remedial work himself or others, in a reasonable manner and at the contractor's risk and cost. The cost incurred by the Purchaser/Employer in remedying the defects shall be recovered from the Contractor by the Purchaser/Employer.
 - (b) Determine and certify a reasonable reduction in the contract price or
 - (c) May terminate the contract in respect of such parts of the work and the Engineer shall be entitled to recover all sums paid for such parts of the work.

7.4 Work Completion Period:

Time Schedule/Delivery Schedule		
Sl. No.	Deliverable/Milestone	Completion Schedule in weeks (D = Effective Date of Contract Agreement)
1	Submission of detailed project plan, technical solution, DC-DR architecture, resource mobilisation.	D+12
2	DC site readiness in all respect to start installation and commissioning of servers, storage, network, backup etc. to setup Government Community Cloud	
3	Completion of installation, commissioning and testing of DC infrastructure (servers, storage, network, backup etc.) and handover to ERP Implementation team.	
4	Migration and Stabilization of SAP ERP application: Migration and Stabilization of existing applications and data from existing cloud provider to the new cloud environment.	
5	Shifting of Network connectivity/ILL/ SD WAN boxes and co-ordination with other Vendors	
6	Setup stabilisation and Hypercare completion of training, documentation and submission.	
7	Setting up of replication link between DC and DR site readiness in all respects to start installation, commissioning of servers and replication configuration and testing.	
8	Completion of installation, commissioning and testing of DR infrastructure (servers, storage, network,	

	backup etc.) and handover to ERP Implementation Team.	
9	Replication, configuration and testing with successful DR Drill	

The Effective Date of contract shall be intimated to the successful bidder at the time of Signing of Contract.

The Payments of One Time Charges(OTC) for DC & DR shall be paid 100% after satisfactory Completion of Milestone SI No. 9 of Clause 7.4.

Liquidated damage due to delay in completion of the above-mentioned milestones shall be levied as per the Liquidated Damage Clause of this tender.

7.5 Liquidated Damage (LD):

If the Supplier fails to deliver any or all of the IT products or perform the services within the period specified in the Contract as per Clause 7.4 of STC, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the STC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the STC Clause 7.5.1, as specified below. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GTC. In case of failure to deliver any or all of the IT products or perform the services or complete the work in full or to complete the delivery/complete the work within the stipulated delivery period beyond work completion schedule, the Purchaser/Employer (APGCL) shall be entitled to: -

- 7.5.1 Recover an amount at the rate of 1% (one percent) of One Time Charges for DC & DR (as per SI. No. 1 of Clause 7.2: Terms of Payment) per week or part thereof of delay, subjected to maximum of 10% (ten percent) of One Time Charges for DC & DR as Liquidated Damage. However, the payment of liquidated damage shall not in any way relieve the Contractor from any of its obligation to complete the work or from any other obligation and liabilities of the Contractor under the Contract/as per work order.
- 7.5.2 Purchase the undelivered material/equipment from elsewhere or to complete the balance work, giving notice to the Contractor and to recover any extra expenditure incurred thereby for having to purchase these materials or complete the work at a higher price, at risk and responsibility of the Contractor.
- 7.5.3 Cancel the Contract/Work Order wholly or in part and to purchase materials/equipment and execute the work at the full risk and cost of the Contractor and forfeit the security deposit.

(Note: The Term "Work" in this Clause refers to Supply Part, Installation, Testing & Commissioning Part of the Scope of Work of Bidder.)

7.6 Technical Specifications, Drawings, etc.:

The following shall be provided by the bidder in their technical bid:

- (a) Technical Specifications of the offered solution as per clause 4.2
- (b) Any other relevant information related to the work.

7.7 Cyber Security Clause: (if applicable)

All bidders shall adhere to the Order of Ministry of Power, Govt. of India, No. 12/34/2020 – T&R, dated 24/12/2021 and No. 25-10/72/2024-PG, dated 06/08/2025 regarding Testing of power system equipment for use in the Supply System and Network in the Country for Cyber Security and shall also follow the Guidelines of CEA for Cyber Security in Power Sector, 2021. The products offered and thereafter supplied by bidder shall adhere to the above Order and Guidelines. Bidder shall submit all the requisite documents in this regard including Test Certificates, etc. from Designated Laboratories of their offered/supplied products and shall fulfil all the mandatory requirements in this regard.

Bidder shall submit his signed & sealed confirmation regarding adherence to the above requirements along with all mandatory documents, test reports from Designated Laboratories, etc. in technical bid.

7.8 Mandatory documents:

The bidder must upload the scanned copies of the following mentioned documents along with the technical bid on assamtenders.gov.in, failing which the submitted bid of the bidder may be treated non-responsive.

- (a) Copy of PAN Card and EPF Registration.
- (b) Copy of GST Registration Certificate of the bidder's Firm.
- (c) Documents related to bidder's eligibility and past experience.
- (d) Documents related to bidder's Firm: Certificate of registration of the Firm (in case of Solo Proprietor)/Partnership Deed (in case of LLP)/Certificate of Incorporation
- (e) Documents related to the bidder's average annual turnover during 03 (three) Financial Year (FY 2022-23, 2023-24 & 2024-25) These documents must be certified by a Chartered Accountant.
- (f) Signed & Sealed Confirmation from Bidder stating that they had quoted for all items (entire bidder's scope) required as per this Tender Clause Section-IV: Schedule of Requirements)/BoQ1. **No Part Offer is accepted.**
- (g) Technical documents of the products offered (**as per Clause 7.5**).
- (h) Payment proof of EMD.
- (i) Authorization Letter in case the bidder is not the manufacturer.
- (j) Statutory document in regard to bidder being Manufacturer of the offered materials along with address details.
- (k) **All Bidding Forms (B1 to B9 and B11 to B12), duly filled up as per the instructions provided therein.**
- (l) **All requisite documents, test reports of Designated Laboratories, etc. regarding Cyber Security Guidelines. (if applicable)**
- (m) TIA942/Uptime Certificate/Notarised Self Certification IS1893:1984
- (n) HR Letter of on roll technical resources with names and qualification of the technical resources
- (o) Copy of the ITIL certificates of the professional for having at least 2 (two) on-roll ITIL certified professional
- (p) Copy of the OEM certificates of the professional for having have at least 2 (two) OEM certified professionals (OEM certification for virtualization Implementation/ Cloud implementation)
- (q) Valid completion Certificates Copy / Work order
- (r) Notarised Self-certification for rack capacity
- (s) Notarised Self-certification for the proposed DC/DR facility should not have Fire and data security breach incident in past 4 years
- (t) Necessary write-up for Technical solution
- (u) Necessary write-up for meeting specifications mentioned in Technical Specification Requirements (TRS)

- (v) Certificate of empanelment with Ministry of Electronics and Information Technology, GoI. STQC audit compliance certificate valid upto atleast 6(six) months after the Bid Date.
- (w) ISO/IEC 27001, ISO 27018, ISO/IEC 27017 Certificate etc.
- (x) Undertaking for Compliance with the requirements of CEA (Cyber Security in Power Sector) Guidelines. 2021
- (y) **Notorised Self Certified Document** for Not blacklisted by Govt. of India/ Banks/ PSU/ BFSI/ Govt. Organisation in India during last 3 years from the date of submitting of bid.
- (z) Notarised Self-signed Certificate for DC & DR in different seismic zones
- (aa) Notarised Self-signed Document for having at least 75 (seventy-five) qualified professionals in networking, system, systems integration, and prior experience in providing the Data Centre Infrastructure maintenance services (B.E/B.Tech. / M.C.A) in ICT domains i.e Cyber security, networking, system software, storage, cloud solution etc. In the organization.
- (bb) All other documents as sought in this Tender.
- (cc) Any other document as deemed necessary as per this Tender.

Sd/-
**Chief General Manager (PP&I),
APGCL, Guwahati-1**