



**TENDER DOCUMENT  
FOR  
APPOINTMENT OF VENDOR FOR PROVIDING  
FACILITY MANAGEMENT SERVICES (FMS)  
FOR  
COMPUTERISATION PROJECT OF MPCTD**

**(Tender No. MPCTD/ /2013/ )**

**REQUEST FOR PROPOSAL (RFP)**

**Madhya Pradesh Commercial Tax Department (MPCTD)  
Office of Commissioner Commercial Tax  
Moti Bungalow Court Compound, M. G. Road  
Indore – 452007, Madhya Pradesh  
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## Tender Document for Appointment of Vendor for Providing Facility Management Services (FMS) for Computerisation Project of MPCTD

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## Tender Document for Appointment of Vendor for Providing Facility Management Services (FMS) for Computerisation Project of MPCTD

### 1. Key Notifications

This invitation for bids is for providing FMS for the existing computerisation project of MPCTD. The bid should be submitted by a single entity and consortium of companies will not be allowed. Sealed offers prepared in accordance with the procedures elaborated in this document should be submitted to the “Office of Commissioner Commercial Tax” at Indore on or before the date and time mentioned in the table below.

<b>Sale of Bid Document</b>	Can be downloaded free of cost from the website, <a href="https://mptax.mp.gov.in">https://mptax.mp.gov.in</a> from 11th June 2013 onwards.
<b>Bid Participation Fee (for those attending the pre-bid conference and/or submitting their bids)</b>	Rs. 1000/- (One Thousand) in the form of Cash/ Demand Draft drawn in favour of “Commissioner Commercial Tax, M.P.” from any Nationalised bank payable at Indore.
<b>Bid Security</b>	Rs. 10 Lakh (Ten Lakh) in the form of Demand Draft issued after 1st June 2013 in favour of “Commissioner Commercial Tax, M.P.” from any Nationalised bank payable at Indore.
<b>Date &amp; Time of Pre Bid Conference</b>	On 18th June 2013 from 3 PM to 5 PM
<b>Last Date &amp; Time for Receipt of Bids</b>	On 18th June 2013 up to 1 PM
<b>Date &amp; Time for Opening of Bids</b>	On 4th July 2013 at 4 PM
<b>Address for Pre Bid Conference, Bid Submission, Opening of Bids and any other Communication</b>	Commissioner Commercial Tax (CCT), MP Moti Bungalow Court Compound, M.G. Road Indore – 452007, Madhya Pradesh
<b>Contact Person with Number</b>	Shri. Dharpal Sharma Assistant Commissioner Phone: +91-731-2437338, Fax: +91-731-2536229

**Note: This Tender Document is not transferable.**



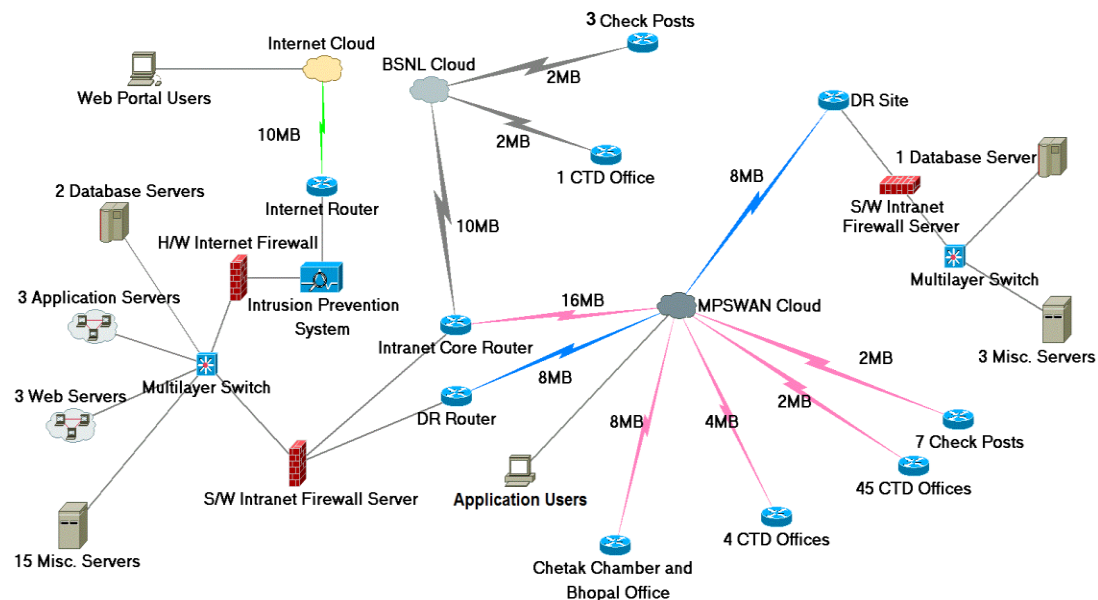
## 2. Introduction and Scope of Work

### 2.1. Background

Commissioner Commercial Tax (CCT), Madhya Pradesh is the largest revenue earning establishment of MP Government having 5 zonal offices, 15 divisional offices, 80 circle offices and 32 check posts spread over the state for administering the activities of tax collection for the Government. In addition to the above, new and proposed CCT offices/ check posts are being added. The complete location list of all CCT offices/ check posts are mentioned in **Annexure 1**.

Under the Mission Mode Project (MMP), an e-Governance initiative has been taken towards computerization of the MP Commercial Tax Department (MPCTD). As a part of this initiative, MPCTD provides its services to dealers/ taxpayers through its Web Portal and carries out day-to-day departmental activities through its VATIS Application, both of which have been developed by the Application vendor, M/s. TCS Ltd. Both the Web Portal as well as the VATIS Application is hosted at the Data Center (DC) located at CCT Head Office (HO) in Indore. The Disaster Recovery (DR) Center maintaining the backup is situated at Bhopal.

### 2.2. Current Network Setup





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The DC site (located to the left) consists of 2 Database Servers, 3 Application Servers, 3 Web Servers and 15 other misc. servers including Mail server, FTP server, SMS server, etc. While the DR site (top right corner) consists of 1 Database Server and 3 misc. servers which are connected via 8MB dedicated link to the DC. The CCT Head Office is connected to the CTD offices/ check posts through 2MB, 4MB and 8MB SWAN lease line respectively. Some of the locations which are still on BSNL connection will be converted to SWAN gradually. Also, there is a possibility of upgrade of existing servers at DC & DR sites on recommendation from the Application vendor which will happen in the near future.

### **2.3. Scope of Work**

The scope of work involves 3 years end-to-end management of following categorized locations for delivering services including but not limited to those given below:

(A) Data Center (DC) at Head Office, Indore and Disaster Recovery (DR), Bhopal

- To operate and maintain all the Data Centre infrastructure components.
- To provide back-to-back maintenance support for all hardware/ software OEMs.

(B) Existing, New & Proposed Check Posts at various distributed locations

- To operate & maintain networking equipments with UPS and functioning of desktops, laptops, netbooks, etc. at all check posts.

(C) Existing, New & Proposed Offices of CCT at various distributed locations

- To operate & maintain networking equipments with UPS and functioning of desktops, laptops, netbooks, etc. at all CCT offices.

In addition to the above listed broadly classified services, the successful bidder will have to adhere to the scope of work mentioned under Section 5.1.2 of this RFP.

### **2.4. Support Personnel Requirements**

- (i) The manpower should be deployed by the Successful Bidder at Head Office (HO) and major CCT Offices. Their attendance will be maintained on a daily basis which will in turn be linked to their payment.
- (ii) The basic requirements for manpower are as mentioned below:
  - a. The deployed personnel should have adequate expertise and hands-on experience in respective technical domain of operations, maintenance and repair. In an event of upgrade of the existing servers currently being used by CCT, the deployed personnel should also have adequate expertise on latest RISC/EPIC server technology.
  - b. The candidate should be fluent in Hindi as well as English.



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- (iii) Successful Bidder should maintain adequate reserve staff and additional resources for new & proposed CCT offices.
- (iv) Successful Bidder should ensure that they are adequately staffed as per the demand of service window. These personnel should act on need basis, on off-peak hours for any severe or critical incidents and key activities.
- (v) Technical Field Staff deployed at different CCT offices may also be asked to perform day-to-day IT related handholding besides roles and responsibilities defined in table below. However, the first priority shall be towards MPCTD Project and other tasks can be done during idle time of the field engineer.
- (vi) Team Structure should be as follows:

Sl. No.	Team Member	Description
1.	Network Specialist cum Program Manager	Network specialist responsible of managing network infrastructure including routing issues, routers, switches, external connectivity other related issues. He/ She would also be having additional responsibility as a Program Manager, responsible for overall MPCTD Project services and leading the entire support team on behalf of Successful Bidder.
2.	Helpdesk Analyst cum coordinator	Helpdesk personnel will be single point of contact for MPCTD users for resolving the support calls at first level. He/ She will also be responsible for generating all the MIS reports and supporting activities.
3.	Security Specialist	Security personnel will be having responsibility of securing the MPCTD Project from any threat/ attack, providing comprehensive support for firewall, IPS, Anti-virus & Patch Management.
4.	System Administrator	System Administrator will be responsible for managing & operating all Servers (OS/ Application/ Hardware) and related MPCTD Project services.
5.	Database Administrator (DBA)	DBA will be responsible for managing the centralised Database repository, taking hot, warm, cold back-up and restoring the same whenever desired.
6.	Technical Field Staff	Technical field staff will be responsible for managing the IT infrastructure at Offices as well as all links to the MPCTD Project. He/ She will be responsible for all the passive components of the network.



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(vii) Team Deployment details are:

Sl. No.	Team Member	Location	Resources	Service Window
1.	Network Specialist cum Program Manager	CCT HQ	1	9 x 6
2.	Helpdesk Analyst cum coordinator	CCT HQ	3	24 x 7
3.	Security Specialist	CCT HQ	1	9 x 6
4.	System Administrator	CCT HQ	1	9 x 6
5.	Database Administrator (DBA)	CCT HQ	1	9 x 6
6.	Technical Field Staff	CCT HQ	2	9 x 6
7.	Technical Field Staff	CCT Divisional Offices	15	9 x 6

(viii) Roles, Responsibilities, Experience and Qualification

Sl. No.	Resource	Responsibility	Relevant Experience in yrs.	Qualification	Deliverables
1.	Network Specialist cum Program Manager	Router Management	5+	B.E./ B.Tech./ MSc.(IT)/ MCA with experience in Project Management; Certified network professional; CCNP or advanced level of OEM certification	Network management (routing), Router Configuration & Troubleshooting, upgradation, Link Performance Management.
		Switch Management			Management of All L3 Switch and L2 Switch at all the Offices/Check Posts of CCT.
		Operational Management			Managing the MPCTD Project on day to day basis. Support for Problem and Change Management Process.
		Project Management			Support administration, Change Management, Liaison with Bandwidth Provider officials and external vendors, proactive monitoring and managing of network, bandwidth and facility management, responsible for services across client departments and citizens of MP State as per agreed SLAs.



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Sl. No.	Resource	Responsibility	Relevant Experience in yrs.	Qualification	Deliverables
2.	Helpdesk Analyst cum coordinator	Incident Management	3+	Diploma in Computer Application & experience of helpdesk system	Logging of support calls, escalation of calls using CA tool
		Configuration Mgmt.			Recording of configuration items and service calls
		Service Level Management			Monitoring and controlling the Service levels and underlying service quality
		Reporting			Creating MIS reports for management purpose
		Tool Management			Managing and Supporting the Helpdesk System (tool) for day-to-day operations. Required to do recommended modifications, additions, deletions in tool.
3.	Security Specialist	Firewall Management	5+	B.E./ B.Tech./ MSc.(IT)/ MCA with CCSP or advanced level of OEM certification and prior experience of Firewall, IDS, Antivirus and BS7799	Firewall Rules and Policies Management & Troubleshooting, Implementing of NAT/PAT, SSH, signatures, etc. Plan and implement comprehensive security policies and practices for entire infrastructure.
		Intrusion Management			Signatures updating, blocking of unwanted traffic.
		Antivirus & Patch Mgmt.			Antivirus updates, Patch updates
		Security Management			Managing the MPCTD Project security on day to day basis. Required to support for Problem & Change Management Process.



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Sl. No.	Resource	Responsibility	Relevant Experience in yrs.	Qualification	Deliverables
4.	System Administrator	Internet Management	3+	B.E./ B.Tech./ MSc.(IT)/ MCA with Advanced level of OEM certification for OS	Managing proxy and user access to internet
		Mail management			Add, delete and modify mail accounts, managing Messaging servers
		Service Management			Managing network infrastructure services for MPCTD Project
		Systems Management			System maintenance, storage, backup
5.	Database Administrator	Database Management	B.E./ B.Tech. with 5+ work exp. or, M.E./ M.Tech. with 3+ work exp.	B.E./ B.Tech./ M.E./ M.Tech. with OEM RDBMS product certifications	Management of database repository, creation, deletion, modification, backup and restore of databases and their tables
6.	Technical Field Staff	Infrastructure Management and Troubleshooting of complex cases	2+	Graduate with PGDCA or 3 years' Diploma/ CCNA or equivalent	WAN links, identification and resolution of network faults, LAN issues, coordinating with bandwidth provider for link management



### **3. General Information**

#### **3.1. Due Diligence**

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. Failure to furnish all information required by the bidding document or submission of a bid, not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

#### **3.2. Site Visit**

The bidders may visit the sites and obtain additional information at their own cost and responsibility.

#### **3.3. Procurement of RFP Document**

The RFP document can be downloaded free of cost from the website, <https://mptax.mp.gov.in>. A Bid Participation Fee of **Rs.1000/- (One Thousand)** in the form of Cash or, Demand Draft drawn in favour of "Commissioner Commercial Tax, M.P." from any Nationalised bank payable at Indore, will be charged to those attending the pre-bid conference and/or submitting their bids.

#### **3.4. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid and Client will in no case be held responsible or liable for such costs, regardless of the conduct or outcome of the bidding process.

#### **3.5. Clarification on Bidding Documents**

Prospective Bidders requiring any clarification on the bidding documents may participate in pre-bid conference where all queries would be clarified.

#### **3.6. Pre Bid Conference**

The Client shall organise a MPCTD Project Pre Bid Conference in the Conference Hall, O/o Commissioner Commercial Tax, MP, Moti Bungalow Court Compound, Indore whose date and time is defined in Section 1 of this document. **Only two (2) representatives per bidder will be allowed to participate in this conference that too, on showing the original receipt of payment towards the Bid Participation.**



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The Client may incorporate any changes in the RFP based on acceptable suggestions received during the interactive Pre Bid Conference. The decision of the Client regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances. The prospective bidders shall submit their questions **(in the format given in Annexure 15)** in writing not later than **4 PM on next day of Pre Bid Conference**. It may not be possible at the Pre Bid Conference to answer questions which are received late. However, prospective bidders are free to raise their queries during the meeting and responses will be conveyed to all the prospective bidders (by way of hosting amendments/clarifications on the website i.e. at <https://mptax.mp.gov.in>) in accordance with the respective clauses of the RFP within 3 days of completion of the Pre Bid Conference and no participant would be intimated individually about the response of the client.

### **3.7. Amendment of Bidding Documents**

At any time till **3 days** before the deadline for submission of bids, the Client may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document by amendment. All the amendments made in the document would be published in the website of MPCTD.

**The bidders are also advised to visit the MPCTD website on regular basis for checking necessary updates.** If required the Client reserves the rights to extend the deadline for the submission of bids.

### **3.8. Deadline for Submission of Bids**

Proposals must be received not later than **dates specified in Section 1 of this document**. Any proposal received to the Client after the deadline for submission of proposals mentioned in Section 1 above will be summarily rejected and returned unopened to the Bidder. Client shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.



## **4. Instruction to Bidders**

### **4.1. Language of Bid**

The proposal, and all correspondence and documents related to the Proposal exchanged by the Bidder and the Client shall be written in the **English language**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Bids, the translation shall prevail. There should be proper page numbering on every page of Technical and Financial Bids, so that proper referencing can be done.

### **4.2. Documents Constituting the Bid**

The bid prepared by the Bidder shall comprise the following components. The bids not conforming to the requirements shall be summarily rejected.

- **Bid Participation Fee**

- If payment has been made earlier then, the original copy of payment receipt should be furnished along with the submitted bid. If payment not made then, only Demand Draft (DD) of the requisite amount is acceptable and should be furnished along with the submitted bid in accordance with Section 3.3.

- **Bid Security**

- Bid security should be furnished in accordance with Section 4.5 & Annexure 14.

- **Pre Qualification Bid**

- Pre Qualification Bid should comprise detailed checklist for pre qualification along with the supporting documents as defined in Section 4.13.

- **Technical Bid**

- Technical Bid should comprise the followings:

- ◆ Bid Proposal Letter as per Annexure 2 and Bidder's Declaration for Acceptance of Terms & Conditions as per Annexure 3.
    - ◆ Technical proposal in Annexure 5 to 7 including all the technical forms, duly filled in along with all attachments/ schedules duly completed and signed by the Bidder, together with all attachments identified. **Please note that no price schedule should be indicated in the Technical Bid. The Price Bid shall be quoted in the Financial Bid only.**

- **Financial Bid**

- ◆ Financial Bid should comprise Price Schedule and covering Letter. Please refer to Annexure 9 to 12 for Financial Bid contents and formats.



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### 4.3. Bid Prices

#### 4.3.1. Prices in the Price Schedule

The Bidder shall quote price (excluding taxes, levies, duties etc.) in clear terms. Break up of pricing should be as per the format for Financial Bid described in Annexure 10 & 11. **The aggregated price should be quoted in figure and words in Annexure 9 which will be considered as the Final Bid Price.** The Financial Bids should strictly conform to the formats to enable evaluation of bids. **It may be noted that the bids having any hidden costs or conditional costs will be liable for rejection.**

#### 4.3.2. Separation of Price Components

The price components furnished by the Bidder in accordance with Section 4.3.1 above will be solely for the purpose of facilitating the comparison of bids by the Client and will not in any way limit the Client's right to contract on any of the terms offered. **No taxes, levies, duties etc. should be included in any of the price components furnished by the Bidder.**

#### 4.3.3. Fixed Price

Prices quoted by the Bidder shall be fixed and no variation in prices will be allowed under any circumstances. No open-ended / indeterminable or conditional bids shall be entertained and the same is liable to be rejected straightway.

### 4.4. Bid Currencies

Prices shall be quoted in **Indian National Rupees (INR).**

### 4.5. Bid Security (Earnest Money Deposit)

#### 4.5.1. Amount of Bid Security (EMD)

The Bidder shall furnish, as part of its bid, a bid security in the form of Fixed Deposit issued after 1st June 2013 by a Nationalised bank of **Rs. 10 Lakh (Ten Lakh)** pledged in favour of "Commissioner Commercial Tax, M.P."

#### 4.5.2. Currency of Bid Security

The bid security shall be furnished in **Indian National Rupees.**



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### **4.5.3. Requirement of Bid Security**

The bid security is required to protect the Client against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to Section 4.5.6. Any bid not secured shall be rejected by the Client as being non-responsive, without any further correspondence.

### **4.5.4. Discharge of Security Bid of Unsuccessful Bidder**

Unsuccessful bidders' bid security will be discharged / returned as promptly as possible by the client.

### **4.5.5. Discharge of Security Bid of Successful Bidder**

Earnest Money Deposit furnished by Bidders shall be refunded to Bidders after submission of performance guarantee as per Section 4.19.

### **4.5.6. Forfeiture of Bid Security**

The Bid Security can be forfeited if a Bidder

- Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or
- During the bid process, if a Bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation. The decision of the client regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.
- Violates any of such important conditions of this RFP document or indulges in any such activity as would jeopardize the interest of the client. The decision of the client regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.
- During the bid process, if any information found wrong / manipulated / hidden in the bid. The decision of the client regarding forfeiture of the Bid Security and rejection of bid shall be final & shall not be called upon question under any circumstances.

## **4.6. Period of Validity of Bids**

### **4.6.1. Validity Period**

All the bids shall remain valid for **180 days after the date of financial bid opening** by the Client. The Client holds the right to reject a bid which is offered



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as valid for a period less than this period as non-responsive, without any correspondence. However, the prices finalised after opening the tenders shall not increase throughout the period of maintenance operation.

### **4.6.2. Extension of Period of Validity**

In exceptional circumstances, the Client may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request for such extension without forfeiture of its bid security. A bidder agreeing to extend the bid validity will neither be required nor permitted to modify its bid. The Bid Security provided shall also be suitably extended.

## **4.7. Format and Signing of Bid**

### **4.7.1. Number of Copies of Bid**

The Bidder shall prepare one original and two hard copies of Pre-Qualification & Technical bid and one original of Financial bid as per requirements given below:

- **"Bid Participation Fee"** in DD if not paid earlier else, the original copy of the payment receipt should be furnished.
- Bid Security clearly marking **"Bid Security"**
- Pre Qualification Bid clearly marking **"Pre Qualification Bid- Original Copy and Pre Qualification Bid- Copy of Bid"**.
- Technical Bid separately, clearly marking **"Technical Bid – Original Copy" and "Technical Bid –Copy of Bid"**.
- Financial Bid clearly marking **"Financial Bid – Do not open with Technical Bid"**.

### **4.7.2. Authentication of Bid**

The original and all copies of the Bid shall be type written and shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be supported by a written power-of-attorney accompanying the Bid. The person or persons signing the bid shall initial all pages of the bid, except for the un-amended printed literature.

### **4.7.3. Validation of Interlineations in Bid**

Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.



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### **4.8. Sealing and Marking of Bids**

#### **4.8.1. Enclosing of Bid**

The Bid Security shall be placed in one envelope and should be super-scribed with words "**Bid Security & Bid Participation Fee**" & "**DO NOT OPEN BEFORE \_\_\_\_\_**". The original and copies of Pre Qualification Bid shall be placed in sealed envelope super-scribed with words "**Pre Qualification Bid**" and "**DO NOT OPEN BEFORE \_\_\_\_\_**". The original and copies of Technical Bid shall be placed in sealed envelopes, super-scribed with words "**Technical Bid – Original Copy**" & "**DO NOT OPEN BEFORE \_\_\_\_\_**" and "**Technical Bid – Copy of Bid**" "**DO NOT OPEN BEFORE \_\_\_\_\_**", as appropriate. The original Financial Bid shall be placed in a separate sealed envelope, super-scribed with words "**Financial Bid**" & "**DO NOT OPEN BEFORE \_\_\_\_\_**".

All inner envelopes shall then be placed in an outer envelope super-scribed with "**Tender for Appointment of Vendor for Providing Facility Management Services (FMS) for Computerisation Project of MPCTD**".

#### **4.8.2. Mailing Address for Bids**

The inner and outer envelopes shall

- Be addressed to the Client at the following address  
**Office of Commissioner Commercial Tax  
Moti Bungalow Court Compound, M.G. Road  
Indore – 452007, Madhya Pradesh**
- Also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

#### **4.8.3. Responsibility of Client**

If the outer envelope is not sealed and marked as required by the Section 4.8.1, the Client will assume no responsibility for the bid's misplacement or premature opening thereof.

### **4.9. Rejection of Bid**

The Bid has to be submitted in the form of printed and signed document. The bids submitted by telex, fax or email shall not be entertained.



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Any condition put forth by the bidder non-conforming the bid requirements shall not be entertained at all and such bid shall be rejected & bid security forfeited.

### **4.10. Deadline for Submission for Bids**

#### **4.10.1. Last date & Address for Submission**

Please Refer Section 1 of this RFP.

In the event of the specified date for the submission of Bids being declared a holiday for the Client, the Bids will be received up to the appointed time on the next working day.

#### **4.10.2. Extension for Last Date for Submission**

The Client may, at its own discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Client and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **4.11. Late Bids**

Subject to Section 4.10.2 above, any bid received by the Client after the deadline for submission of bids prescribed by the Client, will be summarily rejected and returned unopened to the Bidder. The Client shall not be responsible for any postal delay or non-receipt/non-delivery of the documents. No further correspondence on this subject will be entertained.

### **4.12. Opening of Pre-Qualification and Technical Bids**

#### **4.12.1. Opening of Bids**

The Client will first open Pre Qualification Bid, after verifying the Bid Security and Bid Participation Fee, in the presence of Bidders' representatives who choose to attend the Pre Qualification Bid opening meeting. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Client, the Bids shall be opened at the appointed time and location on the next working day. It is, therefore, advised to send a responsible & authorized senior representative so that clarifications can be given on the spot.

Technical Bids of only those Bidders shall be opened and evaluated who are found to be eligible as per the criteria laid down below. In doubtful cases (where



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further documents or clarification are required to establish eligibility), the Client in its discretion, may decide to open Technical Bid. However, such Bids can be rejected subsequently, if the Bidder has claimed eligibility on false grounds.

### **4.12.2. Evaluation of Pre-Qualification Bid**

The Bidders need to fulfil all the pre-qualifications conditions mentioned in the Section 4.13. The technical bids of only the pre-qualified Bidders will be evaluated for further processing.

### **4.12.3. Evaluation of Technical Bid**

- Firstly the pre-qualified Bidders' technical bid document will be evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in Section 4.14.
- The client may request the Bidders to make a presentation on their proposal, to an Evaluation Committee to be constituted for the purpose.
- **All the Bidders who secure a Technical Score of 60% or more will be declared as technically qualified.** The financial bids of only the technically qualified Bidders will be opened for further processing. It is, however, clarified that, subject to other provisions of this Document, every Bidder will have to fulfil the minimum technical specifications laid down for being qualified technically.
- In order to assist in the examination, evaluation and comparison of Bids, the client may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted. **However, while giving a clarification, a Bidder may offer a higher specification or model without any impact on Financial Bid to be opened subsequently.** The envelopes containing Technical Bids of only the Eligible Bidders will be opened.

### **4.12.4. Announcement of Bids**

The Bidders' names, bid modifications or withdrawals and such other details at Client's discretion, if considered appropriate, will be announced at the opening.

### **4.12.5. Bids Not Considered for Evaluation**

Bids that are rejected during the bid opening process due to incomplete documentation or late receipt shall not be considered for further evaluation.



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### 4.13. Criteria for Evaluation & Comparison of Pre-Qualification Bids

A three-stage procedure will be adopted for evaluation of proposals, with the pre qualification being completed before the technical and financial evaluation.

The Pre Qualification proposal will be evaluated using the following checklist

Sl. No.	Pre-Qualification Criteria	Documentary Proof Required
1.	The bidder should be a registered company as per Indian Companies Act, 1956 and should be in operation continuously for the last 36 months.	Attested Copy of Registration Certificate
2.	The Bidder should have an average annual turnover of Rs. 50 Crores from System Integration & IT Facility Management services for the last three financial years i.e. for 2010-11, 2011-12 and 2012-13. (Only audited Balance Sheet certified by CA clearly showing turnover break-up for System Integration and IT Facility Management services will be acceptable)	Copy of CA certified audited Balance Sheets
3.	The Bidder must have either of the ISO 9000 or ISO/IEC 20000 series certification covering Computer Maintenance and Repair services / IT Facility Management services.	Copy of Quality Certificates
4.	The Bidder must have a full functioning Office with Service Tax registration & Logistic/ Service Centre for Spares Replacement in the state of Madhya Pradesh.	Bidder Undertaking (Annexure 4)
5.	The Bidder should have minimum 36 months of existence in the areas of System Integration & IT Facility Management.	Copy of Work Orders/ Contracts
6.	The Bidder should have Govt. or, Public Sector experience in System Integration & IT Facility Management projects covering Data Centre setup/ operation/ maintenance during last 5 years.	Copy of Experience Certificates with Work Orders/ Contracts

Note: Consortium of companies is not allowed for the bidding process. The cited projects executed for bidder's own group of companies or JV companies will not be considered for pre-qualification. It shall be mandatory to furnish all the supporting documentary proofs along with the bid to prove the fulfilment of the eligibility criteria.



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**4.14. Criteria for Evaluation and Comparison of Technical Bids**

The technical proposal will be evaluated based on documentary proofs (Certificates/ Work Orders/ Contracts) submitted, using the criteria mentioned below.

<b>Sl. No.</b>	<b>Attribute (s)</b>	<b>Category Points</b>	<b>Criteria</b>	<b>Break down Points</b>
1.	<i>Average annual turnover of Rs. 50 Crores or, more from System Integration and IT Facility Management Services in the last three years</i>	15	>=500 499-400 399-300 299-200 199-100 99-50	15 12 9 6 3 1
2.	<i>No. of years in operation</i>	10	>9 Years 7-9 Years 5-7 years 3-5 Years	10 6 4 2
3.	<i>No. of employees on company payroll</i>	10	>500 400-499 300-399 200-299 100-199 <100	10 8 6 4 2 1
4.	<i>Relevant Quality Certifications – renowned &amp; internationally accepted</i>	5	>=3 Certifications 1-2 Certifications	5 3
5.	<i>No. of service centers in MP</i>	5	>=3 Locations 1-2 Locations	5 3
6.	<i>Total System Integration and IT Facility Management projects experience in Number of Years</i>	10	>9 Years 7-9 Years 5-7 years 3-5 Years	10 6 4 2
7.	<i>No. of System Integration and IT Facility Management projects covering Data Centre setup/ operation/ maintenance implemented or under implementation with contract value of min. Rs. 5 Crores during last 5 years</i>	10	>10 Projects 9-10 Projects 7-8 Projects 5-6 Projects 3-4 Projects 1-2 Projects	10 8 6 4 2 1



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<b>Sl. No.</b>	<b>Attribute (s)</b>	<b>Category Points</b>	<b>Criteria</b>	<b>Break down Points</b>
8.	<i>No. of System Integration and IT Facility Management projects in Govt. or, Public Sector during last 5 years</i>	10	>10 Projects 9-10 Projects 7-8 Projects 5-6 Projects 3-4 Projects 1-2 Projects	10 8 6 4 2 1
9.	<i>No. of ongoing projects being handled presently</i>	10	> 10 Projects 9-10 Projects 7-8 Projects 5-6 Projects 3-4 Projects 1-2 Projects	10 8 6 4 2 1
10.	<i>Human Resources for this project</i> a) CV details of project team resources - Relevant qualifications, technical skill set, experience in similar projects, etc. b) CV of Project Manager heading the project team <b>Note: CVs of project team resources should be as per format given in Annexure 8 or, entire marks of this section will be deducted</b>	15	10 5	10 5
<b>Total Points</b>		<b>100</b>		

The financial bids of only those bidders who have scored at least 60% marks in technical bid evaluation process will be considered for financial bid evaluation. All bidders above or equal to 60% would be treated at par.

#### **4.15. Opening & Comparison of Financial Bids**

##### **4.15.1. Opening of Bids**

- The Bid Security of only technically qualified bidders will be opened. Those technically qualified bidders who have also deposited the Bid Security shall be termed Substantially Responsive (i.e. eligible and



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technically qualified and have also deposited Bid Security). The decision of the Client in this regard shall be final.

- Bids once submitted cannot be amended. However, in some circumstances (such as major anomaly in the technical specifications having a major impact on pricing), the Client may decide to take fresh financial bids from all technically qualified bidders before actually opening of the Financial Bids.
- **Bid Comparison:** Both Financial Bids of bidders whose technical bid has been accepted will be opened and compared for those Bidders whose technical bids reach the minimum threshold standards (i.e. 60% marks) and Bid Security has been deposited. Bid Security shall be opened only after Technical Evaluation has been completed and just before Financial Bids are to be opened. The Bidder is required to quote for all the items as mentioned in the Bill of Material. Therefore any Bid which does not quote for all items will be determined to be non-responsive and may be rejected. Final price of bid will be arrived by subtracting the offered price by the bidder for the existing infrastructure / hardware from the amount quoted for all the items. The offered buy back price would be calculated on the basis of the unit price offered by the bidder for each item multiplied by the number of each item available with the client for buy back. The total number of items would be intimated by the client to the bidder at the time of financial bid evaluation. **The ranking of bidders shall be decided on the basis of total bid amount for all the item & most economical option will be considered as L1.**

### **4.15.2. Announcement of Financial Bids**

The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of Bidder, Bid Prices, Discount, etc. will be announced at the meeting.

### **4.15.3. Evaluation of Financial Bids**

- The Financial Bids of the technically qualified bidders will be evaluated.
- The Evaluation process proposed for Financial Bid will be based on the most economical option. Most economical option shall be considered as L1 & awarded as the successful bidder.



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- The Client may finalise the Tender & award the Work without any negotiations. **Therefore, the Bidders are advised to make best possible quotations in the first instance only.**
- **If required Client may vary quantity or, no of items mentioned or, both, from the list mentioned under Annexure 10. The corresponding Maintenance Charges of changed quantity/ item will be increased/ decreased proportionately to take care of the adjustments.**

### **4.15.4. Rectification of Errors**

Arithmetical errors in the Financial Bid will be rectified on the following basis.

- **If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.**
- If there is a discrepancy between words and figures, the amount in words shall prevail.
- If the bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

### **4.16. Contacting the Client**

#### **4.16.1. Contact by Writing**

No bidder shall contact the Client on any matter relating to its bid, from the time of bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Client, it should be done in writing.

#### **4.16.2. Rejection of Bid**

Any effort by a Bidder to influence the Client in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

### **4.17. Client's right to accept any Bid and reject any or, all Bids**

Notwithstanding anything contained in this Tender Document, the Client reserves the right to accept or reject any Bid or to annul the bidding process fully or partially or modify the same and to reject all Bids at any time prior to the award of Contract, without incurring any liabilities in this regard.



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### **4.18. Notification of Award**

#### **4.18.1. Notification to Bidder**

Before the expiry of the period of validity of the proposal, the Client shall notify the successful Bidder in writing by registered letter or by fax, that its bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of award and shall send his acceptance to enter into agreement within seven (7) days of receiving the notification.

Notwithstanding anything contained in this Document, the Client reserves the right to increase/ decrease quantities of any Item(s) under FMS support or, add/ delete any new/ existing item(s) altogether as per Annexure 10 of this RFP.

#### **4.18.2. Signing of agreement**

The notification of the award shall constitute signing of the agreement. The signing of agreement will amount to award of contract and bidder will initiate the execution of the work as specified in the agreement.

#### **4.18.3. Discharge of Bid Security**

Upon the successful signing of the agreement, client shall promptly request the Bidder to provide performance guarantee pursuant to Section 4.19. On receipt of the performance guarantee, the bid security of the bidder will be released.

#### **4.18.4. Expenses for the Contract**

The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.

#### **4.18.5. Failure to abide by the Agreement**

The conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the client with such penalties as specified in the Bidding document and the Agreement.

### **4.19. Performance Guarantee**

Within 14 days of Bidder's receipt of notification of award, the Bidder shall furnish performance guarantee equal to ten percent (10%) of the contract value as per Annexure 13. The value of performance guarantee may get further inflated, if there is a difference of more than 5% between winning bid (L1) and second lowest bid (L2).



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The resulting value of performance guarantee will be equal to 10% of the contract value (i.e., L1) plus the difference the bid values; L2 – L1.

The Performance Guarantee shall be denominated in Indian Rupees and can be furnished in form of FD, NSC or, Bank Guarantee respectively from a Nationalized Bank, located in India, pledged in favour of client valid for the entire contract period of 3 years plus an additional 3 months after that.

The proceeds of the performance guarantee shall be payable to the Client as compensation for any loss(es) resulting from the failure of the Successful Bidder to meet out its obligations under the Contract. The Performance Guarantee will be discharged by the Client and returned to the Bidder following the date of completion of the Bidder's performance obligations.

### 4.19.1. Annulment of Award

Failure of the successful Bidder to comply with the Performance Guarantee shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in such event the Client may make the award to the next lowest evaluated Bidder or may call for new bids.

### 4.20. Schedule of Payments

The bidders are expected to examine all instructions, forms, terms, of MPCTD project requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the EMD.

<b>Fees Payable</b>	<b>Payment of taxes, levies, duties etc.</b>
In 12 quarterly instalments for 3 years after the end of each quarter.	All taxes, levies, duties etc. prescribed by the State or, Central Government will be borne by the Client.
Note: No Advance payment shall be made at any stage.	Note: TDS will be deducted as per prevalent rates.

The fees towards Facility Management Services shall be payable on certification from the Client of having provided satisfactory services during the quarter as per the SLA. The Bidder's request for payment shall be made at the end of each quarter by invoices along with following supporting documents:

- Performance statistics



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- Preventive Maintenance Report of Data Center & Disaster Recovery site
- Log of network parameters along with Service Down time calculation and Uptime percentage.
- Any other document necessary in support of the service performance acceptable to MPCTD Project

The Client or any Third Party Agency appointed by it shall verify all the supporting documents as prescribed and acceptable to Client. On receipt of such invoice after verification by the Third Party Agency and after deducting Income Tax, other taxes and any Penalties, Client / CCT shall pay the amount. The Bidder shall furnish all tax payment receipts to Client.

The Bidder should provide support and maintenance for the Project of MPCTD for the period of 3 years initially. On successful completion of work after 3 years, the contract period may further be extended for 2 years at a 15% increase in the contract value solely at the discretion of the Client. **In such case, the performance guarantee furnished by bidder under this agreement shall be released only after furnishing performance guarantee for the extended period.**

**Note: The items under FMS support given in Annexure 10 may increase/ decrease during the contract period of 3 years. The corresponding Maintenance Charges, which is part of the FMS fees, will also be increased/ decreased proportionately.**



## **5. Service Level & Contract Agreement (SLCA)**

### **5.1 Proposed Service Level Agreement (SLA)**

THIS AGREEMENT is made this \_\_\_\_ day of [ ], 2013, by and between:

- (i) Commissioner Commercial Tax, Government of Madhya Pradesh (Client), having its office at <office Address>, hereinafter referred to as "Commissioner, MPCTD Project" (which term or expression shall unless repugnant to the context or meaning thereof shall mean and include his successors-in office and assigns) of the FIRST PART;

**AND**

- (ii) \_\_\_\_\_, a company registered under the Indian Companies Act, 1956 having its registered office at \_\_\_\_\_ and place of business at \_\_\_\_\_ hereinafter referred to as "MPCTD Project Operator" (which expression shall unless repugnant to the context or meaning thereof shall include its successors-in business and assigns) of the SECOND PART.

**WHEREAS**

- a. The CTD (hereinafter "Client") is desirous of managing the Data Center, Disaster Recovery Site and Wide Area Network in Madhya Pradesh;
- b. The Successful Bidder has been selected to undertake the Facility Management Services (FMS) for the MPCTD Project involving sustained operations and maintenance and to increase the usage of the network by provisioning new and innovative set of services;
- c. The Client intends to accord to the Successful Bidder the right to undertake the Facility Management Services (FMS) for the MPCTD Project on the terms and conditions set forth herein for a period of Three years starting from the date of signing of this agreement (hereinafter referred to as the "Term")

#### **5.1.1 General Terms & Conditions**

##### **5.1.1.1 Period of Engagement**

Successful Bidder is engaged to provide operations and maintenance services of the Network, Anti Virus, Peripherals, Database, Intranet, Domain, E-mail



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messages, Bandwidth, Internet, and allied services etc. to the Client for a period of five years except for Force Majeure Events, reasons attributable to the Client.

### **5.1.1.2 Intellectual Property Rights**

MPCTD Project is a customized design from Architectural, Design and Configuration point of view. The IPR relating to this and its operation will be owned by the client.

### **5.1.1.3 Access to Premises**

The Client shall allow or obtain the required permission to enable Successful Bidder employees or authorized personnel, agents or subcontractors to enter the premises where the Services are provided for periodical inspection, installing, maintaining, replacing and removing equipment hardware and/or software prior to, during and after the provision of the Services, as well as to inspect the network and/or to the CCT Offices and Check Posts or any other equipment used in or in connection with the Services, as and when required. The Client shall render all assistance in this regard and shall provide safe access and conditions for Successful Bidder employees, 3rd Party Consultants/Auditors and/or other appointed personnel whilst in the premises.

### **5.1.1.4 Indemnity**

Successful Bidder shall provide indemnity towards any damage, misdemeanour of the Successful Bidder employees or authorized personnel, appointed distributors, agents or subcontractors, to the Client.

Further the Client shall not be responsible for any payments, statutory obligations like insurance cover, PF, etc., for accident, mishap, handicap and/or death occurring and affecting Service Providers employees or authorized personnel, appointed distributors, agents or subcontractors during and after the provision of the Services at the Client premises. Overall services include periodical inspection, installing, maintaining, replacing and removing defective equipment/ hardware and/or software, as well as to inspect the network, or any other equipment used in connection with provision of Services at all CCT Offices & Check Posts. Such indemnity/payment, if any, shall be the complete responsibility of the MPCTD Project Operator.



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### **5.1.2 Scope of Work**

This Agreement covers all clauses mentioned in this RFP and following under its scope:

**(D) Data Center (DC) at Head Office, Indore and Disaster Recovery (DR), Bhopal**

- To operate and maintain the following Data Centre infrastructure:
  - a. Servers in any form including Database, Application, Web, Mail, Antivirus, Proxy, SMS etc. as well as new upgraded servers installed in near future
  - b. Network equipments including core Internet, Intranet & DR router & its network modules with routing engines, LAN switches, Cabling structure, etc.
  - c. Security equipments including Firewalls & its modules, Intrusion Prevention System (IPS), CCTV based Surveillance System, Fire & Smoke Detection, Water Leak Detection System, Alarm Systems, etc.
  - d. Helpdesk and Syslog Systems
  - e. Backup Power Supply including UPS and Generator (fuel cost borne by CCT)
  - f. Any other Infrastructure components
- To operate and maintain the following Disaster Recovery infrastructure:
  - a. Servers in any form including Database, Application, Web, Mail, Proxy, etc. as well as new upgraded servers installed in near future
  - b. Network equipments including core router & its network modules with routing engines, LAN switches, Cabling structure, etc.
- To create and implement a help-desk support service along the lines of ITIL / ITSM process for resolving customer concerns, receiving feedback and continuous improvement.
- To define, design, implement, operate and maintain Help-desk methodologies based on best industry practices including Incident Management, Problem Management, Change Management, Inventory Management and Service Level Management.
- To implement, operate, maintain, monitor and generate reports from Equipment-logs and event logs using Syslog servers.
- To create processes for scheduled back-ups and recoveries to ensure that the CCT offices & check posts and its dealers' data and other essential user data is timely available.
- To ensure that Confidentiality, Integrity and Authenticity (CIA) of the CTD and its Dealer's data is maintained.
- To ensure, with best possible effort basis, that the network security is not compromised and adequate security policies, procedures and compliance requirements are in place for continuous monitoring and reporting.



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### **(E) Existing, New & Proposed Check Posts at various distributed locations**

- To operate and maintain all Network equipments with installed UPS at Check Posts including Distribution router & its network modules with routing engines, LAN switches, Cabling structure, Lease line etc.
- To maintain the functioning of desktops, laptops, netbooks, etc. (including OS & necessary softwares) to access the MPCTD web portal & VATIS application.
- To configure/ install hardware & software purchased for new and proposed check posts mentioned in Annexure 1 or, any relocated check posts in near future.

### **(F) Existing, New & Proposed Offices of CCT at various distributed locations**

- To operate and maintain all Network equipments with installed UPS at CCT Offices including Distribution router & its network modules with routing engines, LAN switches, Cabling structure, Lease line etc.
- To maintain the functioning of desktops, laptops, netbooks, etc. (including OS & necessary softwares) to access the MPCTD web portal & VATIS application.
- To configure/ install hardware & software purchased for new and proposed CCT offices as mentioned in Annexure 1 or, any relocated CCT offices in near future.

### **(G) Other activities applicable to all the above categories**

- To create and implement suitable infrastructure, policies and procedures and manuals to efficiently perform Operations & Maintenance
- To standardize forms and checklists, as needed, to repair and restore in case of an outage and for other procedures feasible
- To provide adequate staff and supervision to ensure high-quality services.
- To ensure that appropriate reporting along with escalation mechanism to inform Client & other users for downtime, outages and criticalities.
- To operate and maintain the MPCTD Project including its services as per the parameters indicated in this SLA.
- To manage, maintain, configure, add, remove, modify, repair, update and upgrade all installed equipments<sup>□</sup>, at the CTD Offices and Check Posts
- To perform warranty, inventory, AMC & Vendor Management to enable co-ordination with internal & external agencies including Internet, SWAN & VSAT providers for replacement or relocation of any hardware/software components.
- To ensure back-to-back support from hardware and software OEMs from time-to-time and provide documentation certifying the same.

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<sup>□</sup> Hardware Maintenance & Repair of Desktops, Printers & Scanners not under current Scope of Work



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- Change Management will be required in situation, such as addition/ deletion/ upgradation/ relocation of infrastructure services, as and when required.
- To ensure that Overall Documentation for MPCTD Project is created, maintained, updated and submitted to CCT time to time.

### 5.1.2.1 Network, Systems and Facility Management

- (i) Monitoring of the Network
- (ii) Data Center Hardware, System, Services and Software Management
- (iii) Help Desk Management including configuration and maintenance of the IVR device (Nortel) as well as the Service Desk Management tool (CA)
- (iv) Internet and Intranet Service Management
- (v) Mail Service Management
- (vi) Database Management
- (vii) Anti Virus & Patch Management
- (viii) Comprehensive Documentation
- (ix) Migration to IPv6 (as and when required)
- (x) AMC of Software, Firmware, Operating System including required licenses and subscription, patches, support, warranty and updates & upgrades for the entire FMS period (i.e. for 3 years).

### 5.1.2.2 Bandwidth Management

- (i) Bandwidth Optimisation
- (ii) Lease Lines and Local Loops
- (iii) Constant Monitoring of the Internet Service
- (iv) Liaison with Bandwidth, Internet and VSAT Service Provider

### 5.1.2.3 Service Window

MPCTD Project Network has to be made available 24 x 365. The service window for the Facility Management Services (FMS) shall be as defined in table below:

Duration	Week Days	Timing Details
Prime Business Hours (PBH)	Monday to Saturday	0900 Hrs to 2100 Hrs
Extended SLA Hours (ESH)	Monday to Saturday	0000 Hrs to 0900 Hrs & 2100 Hrs to 2359 Hrs
	Sunday	0000 Hrs to 2359 Hrs



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**5.1.2.4 Network Management**

**5.1.2.4.1 Network Availability**

The required Network Availability Levels for MPCTD Project are:

Components	Availability Target (%) PBH	Availability Targets (%) ESH
Network Availability	99	97

Network availability will be calculated for each network segment individually.

**P.S.: Target % is absolute & independent of Bandwidth provider’s downtime.**

**5.1.2.4.2 Internet Availability**

The required Internet Availability Levels for MPCTD Project are:

Components	Availability Target (%) PBH	Availability Targets (%) ESH
Internet Availability	99	97

Internet availability will be calculated for Overall Internet accessibility.

**P.S.: Target % is absolute & independent of Internet provider’s downtime.**

**5.1.2.4.3 Firewall Availability**

The required Firewall Availability Levels for MPCTD Project are:

Components	Availability Target (%)
Firewall – Intranet & Intranet	99.9

**5.1.2.4.4 IPS Availability**

The required IPS Availability Levels for MPCTD Project are:

Components	Availability Target (%)
IPS – Inbound & Outbound	99.9

**5.1.2.5 Facility Management Severity and Resolution**

Severity and Criticality Matrix with Response and Resolution Service Levels

Severity	Description
<b>One</b>	<p>All Data Center components at Indore Head Office including:</p> <ul style="list-style-type: none"> <li>▪ Servers in any form including Database, Application, Web, Mail, Antivirus, Proxy, SMS, etc. as well as new upgraded servers installed in near future</li> <li>▪ Network equipments including core Internet, Intranet &amp; DR router &amp; its network modules with routing engines, LAN switches, Cabling structure, etc.</li> <li>▪ Security equipments including Firewalls &amp; its modules, Intrusion</li> </ul>



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Severity	Description
	Prevention System (IPS), CCTV based Surveillance System, Fire & Smoke Detection, Water Leak Detection, Alarm Systems, etc. <ul style="list-style-type: none"> <li>▪ Helpdesk and Syslog Systems</li> <li>▪ Power Supply to Data Center including UPS and Generator</li> <li>▪ Any other Data Center infrastructure components</li> </ul>
<b>Two</b>	All Disaster Recovery components at Bhopal including: <ul style="list-style-type: none"> <li>▪ Servers in any form including Database, Application, Web, etc. as well as new upgraded servers installed in near future</li> <li>▪ Network equipments including core router &amp; its network modules with routing engines, LAN switches, Cabling structure, etc.</li> </ul> All Check Posts infrastructure components including: <ul style="list-style-type: none"> <li>▪ Network equipments including Distribution router &amp; its network modules with routing engines, LAN switches, Cabling structure, Lease line etc.</li> <li>▪ UPS backed up Power Supply to Check Post network</li> </ul>
<b>Three</b>	All CCT Offices infrastructure components including: <ul style="list-style-type: none"> <li>▪ Network equipments including Distribution router &amp; its network modules with routing engines, LAN switches, Cabling structure, Lease line etc.</li> <li>▪ UPS backed up Power Supply to CCT Offices network</li> </ul>
<b>Four</b>	<ul style="list-style-type: none"> <li>▪ Functional fault that has no business impact on the organization</li> </ul>

This table defines the response time frames for each support tier based on problem severity. The time frames defined are exclusive of travelling time.

(MTTA – Mean time to Act/Attend, MTTR – Mean Time to Resolve)

Service Window	Severity 1		Severity 2		Severity 3		Severity 4	
	Target MTTA	Target MTTR	Target MTTA	Target MTTR	Target MTTA	Target MTTR	Target MTTA	Target MTTR
PBH	¼ Hr	1 Hr	½ Hr	2 Hrs	2 Hrs	6 Hrs	4 Hrs	10 Hrs
ESH	½ Hr	2 Hrs	2 Hrs	4 Hrs	NBD <sup>a</sup>	NBD	NBD	NBD

The above matrix for response and resolution service levels will be subject to the following terms and conditions:

<sup>a</sup> NBD – Next Business Day



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- (i) Firstly all the indicators are measured/ calculated every month; thereafter consolidation will be done for each Quarter.
- (ii) Support Calls also include the calls that require escalation to vendors like hardware call, application related calls.
- (iii) Successful Bidder needs to resolve 98% of calls within defined time limits. This will be the criterion of FM Performance. However, repeated calls (more than 4 in a quarter) of similar nature shall attract penalty for the same location.
- (iv) Breached time lines shall be treated as downtime.

### **5.1.2.6 Network Availability**

- (i) Network Availability is defined as end-to-end connectivity and accessibility on the network.
- (ii) In case of Leased Line/WAN Link Management, a trouble ticket will be generated after logging a call with Bandwidth Provider; and Successful Bidder for the same will do follow up, to make it restored at the earliest.
- (iii) A ticket will be generated when a complaint is lodged. This call logging shall also be automated through EMS-Helpdesk integration. Time is recorded from that point onwards till the point the complaint is resolved.
- (iv) If the problem is pertaining to network, then this duration will be treated as outage. Overall Link outage owing to problems related to last mile connectivity would also be attributable to MPCTD Project Operator.
- (v) Scheduled and Preventive Maintenance should be planned only on Non-business hours or Sundays or Holidays. Scheduled and Preventive Maintenance anytime during Service Hours will be considered unavailability of service.
- (vi) Scheduled and Preventive Maintenance for Network shall not exceed 24 hours in a quarter subject to a maximum of 180 minutes at a stretch.
- (vii) For Scheduled and Preventive Maintenance by Successful Bidder for the Hardware /or Software /or Active /or Passive shall be done with written prior intimation to client at least 72 hours in advance.
- (viii) Network Link and Network Availability shall not be considered unavailable for reasons attributable to failure of applications, equipment, or facilities that are:
  - i. Acts of omissions or commission of Client, or any use or user of the Service by Client which are unauthorized under this Agreement, or
  - ii. Force Majeure events as defined hereafter.

### **5.1.2.7 Network Management Services**

- (i) Fault Management



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- a. Identifying Network, System, Server faults and getting them resolved as per Severity Level defined in Section 5.1.2.5.
  - b. Provide Managed Service using an EMS (Enterprise Management Software) for networking monitoring along with an application traffic management system that monitors, controls, and accelerates application performance over the WAN Internet.
- (ii) WAN Management
- a. Generate trouble ticket using Helpdesk CA tool after logging a call with Lease Line/WAN Link Provider and follow up the same.
  - b. MIS report will be submitted by the Successful Bidder on monthly basis and as and when requested by the Client.
  - c. Maintain an up-to-date comprehensive overall and individual network topology and lay-out, network and Security infrastructure configurations, Hardware and Software inventory, MPCTD Project Data Back-up and restore procedure with policy, Core Services Setup, Password policy documentation in Soft and Hard copies.
  - d. Successful Bidder should have a well-defined and documented procedure for change management.
- (iii) Overall Management
- a. Managing and ensuring the services availability include mail, proxy, DNS, Anti-virus, Database, Web services at optimum level for MPCTD users.
  - b. Managing and operating all the Network Devices, Security components (and server) Hardware and Operating System related issues.
  - c. Ensure availability and optimum utilization of all Networking, Security components and Server devices.
  - d. Patch and Up-gradation of Operating System, Firmware, Signatures, application and necessary patches for all network, Security and Server devices to ensure smooth operability and availability of required services.
  - e. Ensure Confidentiality, integrity and availability of MPCTD Project Data with use of Suitable technologies, Process and best practices.
  - f. Creation, omission and modification of administrative users required for managing MPCTD Project components.
  - g. Maintaining and managing all the administrative passwords of MPCTD Project components. (This will be done in consultation with clients).
  - h. Creation, omission and modification of end-user's Id and password for his day-to-day operations and job profile. This will include but not limited to:
    - o Domain
    - o Proxy



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- Internet
- Database server
- Web/ Application Server
- Local (host) Machine

### 5.1.2.8 Service Delivery

Successful Bidder shall provide the Services from the Operational Service Date. The Operational Service Date for commencement of Services for the locations of the Client shall be mutually agreed between the parties in writing. In case, Services are not provided from the agreed Operational Service Date, it will be treated as delay in delivery and shall be penalised @ 2% of the gross bid value per week for that phase by Client for delay (subject to a maximum of 20%).

### 5.1.3 Remedies or Penalties to be defined

Relevant Terms

QMC	Quarterly Maintenance Charges
HPQ	Hours per Quarter
HQ	Head Quarter or, Head Office
PCD	Parameter Core Downtime – CCT HQ
PND	Parameter Network Downtime – CCT Offices/ Check Posts
PID	Parameter Internet Downtime

#### 5.1.3.1 Network Availability

##### 5.1.3.1.1 HQ Penalty Chart

Network Availability will be calculated for MPCTD Headquarters as per the table below:

Availability (in %)	Parameter	Penalty
>=99	-/-	-/-
97 – 98.9	PCD1	3.5% of QMC
95 – 96.9	PCD2	7% of QMC
93 – 94.9	PCD3	10.5% of QMC
91 – 92.9	PCD4	14% of QMC
80 – 90.9	PCD5	50% of QMC
<80	PCD6	100% of QMC

Failure of any of the core equipment at HQ (or multiple equipment at same time), e.g. Core Router, Core Switch, Firewall and IPS, is equivalent to the non-availability of network at HQ level and hence penalty will be determined as per table mentioned above.



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### 5.1.3.1.2 HQ Penalty Calculation

As per actual availability of HQ, respective penalties can be calculated as:

$$(P_{HQ}) = PCD_x$$

### 5.1.3.1.3 HQ to CCT Offices/ Check Posts Penalty Chart

Availability (%)	Penalty Parameter (PBH)	Penalty Parameter (ESH)
>=99	-/-	-/-
97 – 98.9	PND1	-/-
95 – 96.9	PND2	PND1
93 – 94.9	PND3	PND2
91 – 92.9	PND4	PND3
85 – 90.9	PND5	PND4
80 – 84.9	PND5	PND5
<80	PND6	PND6

### 5.1.3.1.4 HQ to CCT Offices/ Check Posts Penalty Calculation

As per the previous table for ESH and PBH service window, appropriate parameter is mapped. Based on this identified parameter actual penalty is calculated for the respective network.

Parameter	Penalty
PND1	3.5% of QMC
PND2	7% of QMC
PND3	10.5% of QMC
PND4	14% of QMC
PND5	50% of QMC
PND6	100% of QMC

#### STEP 1

Penalty of a Network  $N_1$  is sum of actual  $PND_p$  (for PBH) and  $PND_e$  (for ESH) respectively as per availability.

$$N_1 = PND_p + PND_e/2$$

In similar fashion, Penalty for the entire CCT Offices & Check Posts network required to be calculated and added.

$$N_2 = PND_p + PND_e/2$$

$$N_3 = PND_p + PND_e/2$$

\*

$$N_x = PND_p + PND_e/2$$



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**STEP 2**

Thus Overall Penalty for Network at CCT Offices & Check Posts level is:

$$(P_{NAD}) = N_1 + N_2 + \dots N_x/\text{No. of Locations}$$

**5.1.3.2 Internet Availability**

Availability (%)	Penalty Parameter (PBH)	Penalty Parameter (ESH)
>=99	-/-	-/-
97 – 98.9	PID1	-/-
95 – 96.9	PID2	PID1
93 – 94.9	PID3	PID2
91 – 92.9	PID4	PID3
85 – 90.9	PID5	PID4
80 – 84.9	PID5	PID5
<80	PID6	PID6

Parameter	Penalty
PID1	3.5% of QMC
PID2	7% of QMC
PID3	10.5% of QMC
PID4	14% of QMC
PID5	50% of QMC
PID6	100% of QMC

*Internet Service Availability Penalty Calculations*

**STEP 1**

Penalty of Internet Services  $N_{IN}$  is sum of actual  $PID_P$  (for PBH) and  $PID_E$  (for ESH) respectively as per availability.

$$N_{IN} = PID_P + PID_E/2$$

**STEP 2**

Thus Overall Penalty for MPCTD PROJECT Internet Service Availability

$$(P_{IN}) = N_{IN}$$

**5.1.3.3 Firewall Availability**

Firewall availability,  $P_{FW}$  shall be calculated as equivalent to  $P_{HQ}$ .



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**5.1.3.4 Intrusion Prevention System (IPS) Availability**

IPS availability,  $P_{IS}$  shall be calculated as equivalent to  $P_{HQ}$ .

**5.1.4 Facility Management Performance**

Severity Level	Resolution Time*		Penalty
	PBH	ESH	
One	<= 1 Hr	<= 2 Hrs	No Penalty
	1 – 2 Hrs	2 – 4 Hrs	1% of QMC
	2 – 24 Hrs	4 – 24 Hrs	1.5% of QMC for each subsequent 12 hrs
	1 – 2 Days	1 – 2 Days	4% of QMC
	2 – 7 Days	2 – 7 Days	4% of QMC for each subsequent day
	More than 7 Days	More than 7 Days	100% of QMC
Two	<= 2 Hr	<= 4 Hrs	No Penalty
	2 – 4 Hrs	4 – 6 Hrs	0.5% of QMC
	4 – 24 Hrs	6 – 24 Hrs	0.75% of QMC for each subsequent 12 hrs
	1 – 2 Days	1 – 2 Days	2.2% of QMC
	2 – 45 Days	2 – 45 Days	2.2% of QMC for each subsequent day
	More than 45 Days	More than 45 Days	100% of QMC
Three	<= 6 Hr	<= 24 Hrs	No Penalty
	6 – 12 Hrs	1 – 2 Days	0.25% of QMC
	12 – 24 Hrs	2 – 4 Days	0.4% of QMC for each subsequent 12 hrs
	2 – 60 Days	4 – 60 Days	1.6% of QMC for each subsequent day
	More than 60 Days	More than 60 Days	100% of QMC

\* Adherence to the resolution time limits given in Section 5.1.2.5 (number of cases)  
Penalty for Facility Management ( $P_{FM}$ ) will be applicable as per the above table.

Grand total of all the final figures as per all above sections for penalty calculation:

$(P_{MPCTD \text{ PROJECT}}) = \Sigma \{(P_{HQ})^*, (P_{NAD}), (P_{NAT}), (P_{IN}), (P_{FM})\} / \text{no of locations}$
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\*Penalty for  $P_{FW}$ ,  $P_{IS}$  shall be equivalent to  $P_{HQ}$ .



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- (i) For any equipment/component which is not repaired within 3 days of reporting of fault, the competent authority may get these equipments/components by hiring from market and the rentals for such hiring shall be recoverable from the vendor.
- (ii) If any component remains unrepaired beyond 7 days from reporting of the fault the competent authority may replace it by purchasing the same from open market and cost incurred for such purchase shall be recoverable from vendor.
- (iii) If for more than 10% of a particular equipment/component fault occurs for more than 3 times in a quarter, for which time taken to repair exceeds 3 days on average then entire lot of those equipment / component will have to be recalled by the vendor and the entire lot will have to be replaced to the satisfaction of competent authority by new equipment within 15 days of issue of notice to that effect. If the equipment/component is not replaced in the defined time limit then competent authority will be free to purchase at the risk and cost of vendor and will replace them. This will be without prejudice to any other action which may be taken according to the other provisions of this contract.

### **5.1.5 Testing and Repair**

- (i) Successful Bidder shall conduct link tests of the network before the Operational Service Date and provide the test results for scrutiny and acceptance.
- (ii) Successful Bidder shall immediately upon receipt of written notification from Client or verbal notification in case of urgency or emergency, investigate any breakdown of Network and carry out complete repairs to its network to enable Client to use the Services. All such requests and service calls shall necessarily be logged in Helpdesk system (either verbal or through internet or in writing) and trouble tickets are generated for the same.
- (iii) In case of major breakdown in network and services which requires immediate attention; Successful Bidder will inform the Client immediately, about the problem, the Plan of Action and the expected time for service resumption. The Successful Bidder shall inform the Client every 30 minutes till the problem is resolved and service is restored. However, the Successful Bidder is required to provide the Root-Cause Analysis Report within 24 hours of service resumption.
- (iv) Successful Bidder will provide Client with Monthly report in respect of downtime.
- (v) Successful Bidder will have to replace/ repair the Hardware/ Software or active/passive components those are faulty (partially or complete) within 1 week time.

### **5.1.6 Migration to IP version 6 (IPv6)**

- (i) During the entire project cycle, Successful Bidder can be asked to migrate to IP version 6, from IP version 4 (which de facto standard on present date). This



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activity will be carried out on the request of CTD HQ or, CTD Offices/ Check Posts during any time of the project cycle.

- (ii) Successful Bidder has to prepare project plan for this migration activity, and provide complete support to CTD/ DoIT for the smooth transition from IPv4 to IPv6, whenever desired.
- (iii) All expenses or cost for this migration will be borne by MPCTD Project Operator.
- (iv) This migration will be done for all Hardware/Software provided by Successful Bidder supplied during the project. All the required activities, for this IP migration, shall include addition, deletion, up gradation, change in hardware/ software of supplied items.

### 5.1.7 SLA Penalty Exclusions

SLA Penalty will not applicable to Successful Bidder under following conditions:

- (i) Failure or malfunctioning of the equipment, systems not owned or controlled by Successful Bidder.
- (ii) Failure of Bandwidth from BSNL/Other Bandwidth Provider (if any). However, proof of failure at the level of bandwidth will have to be provided by the Successful Bidder through Third Party Auditor (with due acknowledgement from Bandwidth Provider).
- (iii) Circumstances or instances of Force Majeure
- (iv) Scheduled or preventive maintenance
- (v) Software Alterations or implementations

### 5.1.8 Penalty Conditions

Network outage to MPCTD Project due to Service or Bandwidth provider, the table below quantifies the responsibilities and penalties accordingly.

Reason of Network outage	Bandwidth Provider	MPCTD Project Operator
Network equipment or its accessories failure / Unavailable	<ul style="list-style-type: none"><li>▪ Not responsible for outage</li><li>▪ Duration of outage will not be penalized</li></ul>	<ul style="list-style-type: none"><li>▪ Will be responsible for outage and</li><li>▪ Duration of outage will be penalized</li></ul>
Link unavailable	<ul style="list-style-type: none"><li>▪ Will be responsible for outage</li><li>▪ And duration of outage will be penalized</li></ul>	<ul style="list-style-type: none"><li>▪ Not responsible for outage, but need to log complaint with BP, co-ordinate &amp; liaison with Bandwidth Provider for restoring the services at the earliest.</li></ul>



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### **5.2 Proposed Contract Agreement (CA)**

#### **5.2.1 Liability and Compensation**

The Client reserves the right to charge the Successful Bidder at market price to get repair/ replacement of equipment in case of any unreasonable delay (deliberate damage, damage owing to negligence, & delay in supply of material) in addition to the penalty that may be levied under this SLCA for such delay.

#### **5.2.2 Termination of Service**

##### **5.2.2.1 Termination by Client**

The Client reserves the right to suspend any of the Services and/or terminate this Agreement in the following circumstances by giving 30 days advance notice in writing:

- (i) Successful Bidder becomes the subject of bankruptcy, insolvency, winding up, receivership proceedings; or
- (ii) In case Client finds illegal use of connections, hardware, software tools that are dedicated to the Client only.
- (iii) In case the Successful Bidder fails to provide services at the minimum agreed service level continually for 1 (ONE) quarter.

##### **5.2.2.2 Termination for Default**

The Competent Authority after consultation with the State Government may, without prejudice to any other course of action, for breach of contract, by written notice of 30 days to the Vendor, terminate the agreement in whole or in part, if:

- (i) The Vendor fails to perform any or all of the obligations within the time period(s) given in agreement or any extension thereof granted by Competent Authority.
- (ii) The quality of the delivery of various tasks is not up to the satisfaction of the Competent Authority.
- (iii) The Vendor fails to perform any other obligation under the agreement. In the event of the Competent Authority terminating the contract in whole or in part, pursuant to Section 5.2.2.1 above, the Competent Authority may procure at Vendor's risk and cost upon such terms and in such a manner as it deems appropriate, items or services similar to those remaining undelivered. The Vendor shall be liable to pay for any excess costs incurred by the Competent



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Authority for such procurement at his risk and cost. However, the Vendor shall continue with the performance of the contract to the extent not terminated.

- (iv) The Vendor shall stop the performance of the contract from the effective date of termination and hand over all the reports studies etc. to the Competent Authority for which payment has been made. The Vendor may withdraw items, for which payment has not been made. No consequential damages shall be payable to the Bidder in the event of termination.

### **5.2.2.3 Termination for Convenience**

The Competent Authority, by written notice sent to the Vendor, may terminate the contract, in whole or in part thereof, at any time for its convenience. The notice of termination shall specify that termination is for the Competent Authority's convenience and also the extent to which performance of the Vendor under the contract is terminated, and the date on which such termination becomes effective.

The Competent Authority shall accept the items/services, which are completed and ready for delivery within 30 days after the Vendor's receipt of notice of termination, at the contract terms and values. For the remaining items/services, the Competent Authority may elect:

- to have any portion completed and delivered at the contract terms and values; and /or
- to cancel the remaining part of the work and pay to the Vendor an agreed amount for partially completed items/services.

No consequential damages will be payable to the Vendor in the event of such termination.

### **5.2.2.4 Termination for Insolvency**

The Competent Authority may at any time terminate the contract by giving notice to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Competent Authority.



## **Tender Document for Appointment of Vendor for Providing Facility Management Services (FMS) for Computerisation Project of MPCTD**

### **5.2.3 Exit Management Provision**

#### **5.2.3.1 Exit Management Purpose**

- (i) This Provision sets out the conditions, which will apply on expiry or termination of the SLCA.
- (ii) The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Provision.

#### **5.2.3.2 Transfer of Assets**

The Successful Bidder shall be entitled to use the Assets for the duration of the exit management period, which shall be the four month period from the date of expiry, or termination of the SLCA.

#### **5.2.3.3 Cooperation and Provision of Information**

During the exit management period the Successful Bidder will allow the client access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the client to assess the existing services being delivered;

#### **5.2.3.4 Confidential Information, Security and Data**

The Successful Bidder will promptly on the commencement of the exit management period supply to the client or its nominated agencies the following:

- (i) Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance of the services;
- (ii) Documentation relating to MPCTD Project's Intellectual Property Rights;
- (iii) MPCTD Project data and confidential information
- (iv) All current and updated MPCTD Project data as is reasonably required for purposes of the MPCTD Project or for transitioning of the services to its Replacement Successful Bidder in a readily available format
- (v) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable MPCTD Project's nominated agencies, or its Replacement Successful Bidder to carry out due diligence in order to transition the provision of the Services to MPCTD Project's nominated agencies, or its Replacement Successful Bidder (as the case may be).



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### **5.2.3.5 Employees**

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

### **5.2.3.6 Rights of Access to Information**

At any time during the exit management period, the Successful Bidder will be obliged to provide an access of information to the client, and/or any Replacement Successful Bidder in order to make an inventory of the Assets (including hardware / software / active / passive), layouts, diagrams, schematics, documentations, manuals, catalogues, archive data, IP addressing, Live data, policy documents or any other material related to MPCTD Project.

### **5.2.3.7 General Obligations of the MPCTD Project Operator**

- (i) The Successful Bidder shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the client or its nominated agencies or its Replacement Successful Bidder and which the Successful Bidder has in its possession or control at any time during the exit management period.
- (ii) The Successful Bidder shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

### **5.2.3.8 Exit Management Plan**

- (i) The Successful Bidder shall provide the client with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLCA as a whole and in relation to the Project Implementation, Operation & Maintenance and Scope of work definition.



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- a. A detailed program of the transfer process that could be used in conjunction with a Replacement Successful Bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
  - b. Plans for the communication with such of the MPCTD Project Operator's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on MPCTD Project's operations as a result of undertaking the transfer;
  - c. Plans for provision of contingent support to MPCTD Project and Replacement Successful Bidder for a reasonable period after transfer.
- (ii) The Successful Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
  - (iii) Each Exit Management Plan shall be presented by the Successful Bidder to and approved by the client or its nominated agencies.
  - (iv) The terms of payment as stated in the Terms of Payment Schedule include the costs of the Successful Bidder complying with its obligations under this Schedule.
  - (v) In the event of termination or expiry of SLCA during Project Implementation, Operation & Maintenance phase, each Party shall comply with the Exit Management Plan.
  - (vi) During the exit management period, the Successful Bidder shall use its best efforts to deliver the services.
  - (vii) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
  - (viii) This Exit Management plan shall be furnished in writing to the client or its nominated agencies within 30 days from the Effective Date of this Agreement.

### **5.2.4 Force Majeure**

Notwithstanding anything contained in the Bid Document, the Vendor shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. The decision of the Competent Authority in consultation with the Government of M.P., regarding Force Majeure shall be final and binding on the Vendor.



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If a Force Majeure situation arises, the Vendor shall promptly notify to the Competent Authority in writing, of such conditions and the cause thereof. Unless otherwise directed by the Competent Authority in writing, the Vendor shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Competent Authority may after consultation with the Govt. of M.P, terminate this agreement by giving a written notice of a minimum 30 days to the Vendor, if as a result of Force Majeure, the Vendor is unable to perform a material portion of the services for a period of more than 60 days.

### **5.2.5 Non Waiver**

Waiver of any breach of the provision of, or any default under this Agreement must be in writing and signed by the Party granting the waiver. No failure or delay on the part of either Party in exercising nor any omission to exercise any right or remedy accusing to either Party under this Agreement shall be a waiver thereof, nor will any partial exercise of any right or remedy particular be a waiver of further exercise of that right or remedy.

### **5.2.6 Amendment**

This Agreement shall not be modified, added to or amended in any manner except by mutual agreements in writing of the Parties. All modifications, additions or amendments to this Agreement must be in writing and signed by an authorized representative of the Parties hereto to be effective and enforceable between the Parties.

### **5.2.7 Arbitration**

- (i) If any doubt or, difficulty arises in giving effect to or, in implementing any of the clauses of this contract, the matter may be referred to Principal Secretary (PS), CTD whose decision will be final & binding on both the parties.
- (ii) If any of the parties is not satisfied with the decision of PS (CTD) then all disputes/differences/claims/demands arising from the decision shall be referred to arbitration of a sole arbitrator appointed by mutual consent. All arbitration will be held in Indore.
- (iii) If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Department of Legal Affairs, Client. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof.



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### **5.2.8 Governing Laws**

- (i) This Agreement shall be covered and construed in accordance with Laws of India including without limitation, the relevant Central and State Acts and Rules, Regulations & Notifications issued and amended there under from time to time.
- (ii) Courts at Indore shall have jurisdiction in case of litigation between the parties.

### **5.2.9 Compliance with Laws and Regulations**

Each Party to this SLCA accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all applicable laws, rules and regulations. For the avoidance of doubt the obligations of the Parties to this Agreement and the SLCA are subject to their respective compliance with all applicable laws and regulations.

### **5.2.10 Approvals and Required Consents**

The client shall cooperate to procure and shall observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for the Successful Bidder to provide its services. The costs of obtaining such Approvals shall be borne by the MPCTD Project Operator.

### **5.2.11 Use and Acquisition of Assets**

During the Term the Successful Bidder shall:

- (i) Take all reasonable and proper care of the entire network and all its components, hardware and software or any other information technology infrastructure components used for the Project and other facilities leased / owned by the Successful Bidder exclusively in terms of the delivery of the Services as per this Agreement (hereinafter the "Assets") in proportion to their use and control of such Assets which will include all up gradation/enhancements and improvements to meet the needs of the Project; and
- (ii) Keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) and/or the intangible Assets suitably upgraded subject to the relevant standards as stated in the RFP as on the date the Successful Bidder takes control of and/ or first uses the Assets and during the entire Term of the Agreement.
- (iii) Use the Assets exclusively for the purpose of providing the Services as appropriate.
- (iv) Not sell, offer for sale, assign, mortgage, encumbrance, pledge, sub-let or lend out any of the Assets.
- (v) Use the Assets only in accordance with the terms hereof and those contained in the SLCA and RFP.



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- (vi) Obtain and keep up standard policies of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, Assets, data, software, etc. with a reputable insurance company acceptable to the client.
- (vii) The Successful Bidder shall, on request, allow access to the client and its nominees to all information which is in the possession or control of the MPCTD Project Operator, which relates to the provision of the Services and is reasonably required to comply with the terms of the Audit and Reporting Schedule.
- (viii) To provide a well-prepared documentation for users in form of a user's manual, a clear plan for training and educating the users
- (ix) Obtain a sign off from the client at each stage is essential to close each of the above considerations.

### **5.2.12 Protection and Limitations**

#### **5.2.12.1 Warranties**

The Successful Bidder warrants and represents to the client that:

- (i) It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
- (ii) The execution of this Agreement and the performance of the services by the Successful Bidder shall not violate the provisions of any statute, agreement, contract, court order, etc. by which the Successful Bidder is bound;
- (iii) This Agreement is executed by a duly authorized representative of MPCTD Project Operator;
- (iv) It shall discharge its obligations under this Agreement with due skill, care and diligence

#### **5.2.12.2 Third Party Claims**

Successful Bidder (the "Indemnifying Party") undertakes to indemnify the client (the "Indemnified Party") from and against all losses, claims or damages including losses, claims or damages on account of bodily injury, death or damage to tangible.

#### **5.2.12.3 Limitation of Liability**

There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property as also intangible personal property and intellectual property rights.



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### **5.2.12.4 Data Protection**

- (i) In the course of providing the Services the Successful Bidder may be compiling, processing and storing proprietary MPCTD Project Data relating to the users. The Successful Bidder and each user are responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the MPCTD Project Data.
- (ii) The Successful Bidder is required to perform or adhere to only those security measures concerning the MPCTD Project Data which were in place (i) as of the Effective Date; and (ii) those made available to it in writing from time to time in accordance with SLCA.
- (iii) As an operator of MPCTD Project Data, the Successful Bidder will process MPCTD Project Data in accordance with the SLCA.
- (iv) The Successful Bidder shall not transfer any MPCTD Project Data across Madhya Pradesh unless otherwise authorized by the client in this regard.

### **5.2.12.5 Confidentiality**

- (i) The client may permit the Successful Bidder to come into possession of confidential public records as per the needs of the project and the Successful Bidder shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto. Additionally, the Successful Bidder shall keep confidential, all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/ facilities.
- (ii) The client shall retain all rights to prevent, stop and if required take the necessary punitive action against the Successful Bidder regarding any forbidden disclosure, which punitive action may include at the discretion of the client termination of this Agreement forthwith.
- (iii) The Successful Bidder shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure agreements, which have been duly approved by the client with respect to this Project.
- (iv) The aforesaid provisions shall not apply to any information
  - a. already in the public domain
  - b. which has been received from a third party who had the right to disclose the aforesaid information
  - c. Is disclosed to the public due to a court order.
- (v) All the contents and parameters of the SLCA must remain strictly confidential and must not be redistributed without prior authorization from client. It is understood and agreed that in the event of a breach of this Section, damages



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may not be an adequate remedy and the Parties shall be entitled to injunctive relief to restrain any such breach, threatened or actual.

### **5.2.12.6 Personnel**

- (i) Personnel assigned by Successful Bidder to perform the Services shall be employees of MPCTD Project Operator, and under no circumstances will such personnel be considered employees of client. Successful Bidder shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, worker's compensation, employee and disability benefits and shall be responsible for all employer obligations under applicable laws including obligations for withholding tax under the Income Tax Act and other social security taxes under the relevant laws.
- (ii) Successful Bidder shall use its best efforts to ensure availability of Successful Bidder personnel to perform the Services, and that such personnel have appropriate qualifications to perform the Services. The client shall have the right to require the removal or replacement of any Successful Bidder personnel performing work under this Agreement. In the event that the client requests that any Successful Bidder personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 3 working days.
- (iii) In the event the client identifies any personnel of Successful Bidder as "Key Personnel", then the Successful Bidder shall not remove such personnel without the prior written consent of the client.
- (iv) Except as stated in this Article, nothing in this SLCA will limit the ability of Successful Bidder freely to assign or reassign its employees; provided that Successful Bidder shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. The client shall have the right to review and approve MPCTD Project Operator's plan for any such knowledge transfer. Successful Bidder shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.

### **5.2.12.7 Notices**

- (i) Any notice or other document, which may be given by either Party under this SLCA, shall be given in writing in person or by pre-paid recorded delivery post or by facsimile transmission.



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

### **5.2.12.8 Variations and Further Assurance**

- (i) No amendment, variation or other change to this Agreement or the SLCA shall be valid unless authorized in writing and signed by the duly authorized representatives of the Parties to this Agreement or the SLCA.
- (ii) Each Party to this Agreement or the SLCA agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement or the SLCA.

### **5.3 Entire Agreement**

This SLCA along with the contents and specifications of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein.

**IN WITNESS WHEREOF** the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of:

WITNESSES:

Signed by:

(Name and designation)

For and on behalf of

CLIENT

(FIRST PARTY)

Signed by:

(Name and designation)

An authorized signatory duly nominated

(MPCTD PROJECT OPERATOR)



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### 6. Annexure

Annexure No.	Description
Annexure 1	Location of CCT Offices and Check posts
Annexure 2	Bid Proposal Letter
Annexure 3	Declaration for Acceptance of Terms & Conditions
Annexure 4	Other Related Declarations
Annexure 5	Technical Bid Covering Letter
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Annexure 12	Financial Deviation Form
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Annexure 14	Bid Security Form
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**ANNEXURE 1: Location of CCT Offices & Check posts**

Sl. No.	Office Name	Location Address	Location No.
<b>Existing</b>			
1	PS Office	Vallabh Bhawan, Bhopal	1
2	HO Indore	Moti Bunglow Compound, Near Gandhi Hall, MG Road, Indore	2
3	Add. Commissioner Indore Zone 2		
4	Indore Division 2		
5	Add. Commissioner Indore Zone 1	Chetak Chamber, RNT Marg, Indore	3
6	Indore Division 1		
7	Indore Division 3		
8	Apellate DC Indore 1		
9	Apellate DC Indore 2		
10	Apellate DC Indore 3		
11	AEB Indore 1		
12	AEB Indore 2		
13	Indore Circle 1		
14	Indore Circle 2		
15	Indore Circle 3		
16	Indore Circle 4		
17	Indore Circle 6		
18	Indore Circle 7		
19	Indore Circle 8		
20	Indore Circle 9		
21	Indore Circle 10		
22	Indore Circle 11		
23	Indore Circle 12		
24	Indore Circle 13		
25	Indore Circle 14		
26	Indore Circle 15		
27	Indore Circle 5	Afeem Godam, Indore	4
28	LTU Indore	Shrivardhan Complex, Near Hotel Lemon Tree, RNT Marg, Indore	5
29	Audit Wing Office Indore 1		
30	Audit Wing Office Indore 2		
31	Add. Commissioner Bhopal Zone	Vanijyik Kar Bhawan, Vitthal Market, Bhopal	6
32	Bhopal Division 1		
33	Bhopal Division 2		
34	Apellate DC Bhopal 1		
35	Apellate DC Bhopal 2		
36	AEB Bhopal		
37	Bhopal Circle 1		
38	Bhopal Circle 2		
39	Bhopal Circle 3		
40	Bhopal Circle 4		
41	Bhopal Circle 5		



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Sl. No.	Office Name	Location Address	Location No.
42	Bhopal Circle 6		
43	Audit Wing Office Bhopal		
44	Betul Circle	Commercial Tax Office, Near Hotel Abhashree, Betul Ganj, Betul	7
45	Harda Circle	Commercial Tax Office, Station Road, Harda	8
46	Hoshangabad Circle	Commercial Tax Office, Jumerati, Hoshangabad	9
47	Itarsi Circle	Commercial Tax Office, Near Idgah Masjid, Itarsi	10
48	Sehore Circle	Commercial Tax Office, Indore Bhopal Road, Sehore	11
49	Vidisha Circle	Commercial Tax Office, Yuvraj Club Road, Durga Nagar Square, Vidisha	12
50	Chhindwada Division	Commercial Tax Office, Azad Chouk, Deewanchipra, Chhindwara	13
51	Apellate DC Chhindwara		
52	Balaghat Circle	Commercial Tax Office, Civil Lines, Stadium Ground, Balaghat	14
53	Chhindwada Circle 1	Commercial Tax Office, Near Danialison School, Chhindwara	15
54	Chhindwada Circle 2		
55	Seoni Circle	Commercial Tax Office, Near State Bank of India, Baratpatthar, Seoni	16
56	Add. Commissioner Gwalior Zone	Moti Mahal, Gwalior	17
57	Gwalior Division 1	City Center, Gwalior	18
58	Gwalior Circle 1		
59	Gwalior Circle 2		
60	Gwalior Circle 3		
61	Gwalior Circle 4		
62	Gwalior Division 2		
63	Apellate DC Gwalior		
64	AEB Gwalior		
65	Audit Wing Office Gwalior		
66	Bhind Circle	Commercial Tax Office, Galla Mandi, Bhind	19
67	Datia Circle	Commercial Tax Office, Housing Board Colony, Datia	20
68	Guna Circle	Commercial Tax Office, In Front of Adarsh Colony, Guna	21
69	Moorena Circle	Near Barrier, AB Road, Moorena	22
70	Shivpuri Circle	Commercial Tax Office, Shivpuri	23
71	Add. Commissioner Jabalpur Zone	Vikray Kar Bhawan, Near Omti Thana, Jabalpur	24
72	Jabalpur Division 1		
73	Jabalpur Division 2		
74	Apellate DC Jabalpur		
75	AEB Jabalpur		
76	Audit Wing Office Jabalpur		
77	Jabalpur Circle 1		
78	Jabalpur Circle 2		
79	Jabalpur Circle 3		
80	Jabalpur Circle 4		



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Sl. No.	Office Name	Location Address	Location No.
81	Katani Circle 1	Commercial Tax Office, Katni	25
82	Katani Circle 2		
83	Mandla Circle	Commercial Tax Office, Mandla	26
84	Narsinghpur Circle	Commercial Tax Office, Narsinghpur	27
85	Shahdol Circle	Commercial Tax Office, Bus Stand Road, Shahdol	28
86	Khandwa Division	Ram Bhawan, Bhandari Road, Khandwa	29
87	Apellate DC Khandwa		
88	Burhanpur Circle	Commercial Tax Office, Near Naval Petrol Pump, Khandwa Road, Burhanpur	30
89	Khandwa Circle	Commercial Tax Office, Behind S.N College, Khandwa	31
90	Khargon Circle	Commercial Tax Office, BTI College Road, Near Bawdi Bus Stand, Khargone	32
91	Sendhwa Circle	Commercial Tax Office, AB Road, Sendhwa	33
92	Ratlam Division	Husainy Complex, Mitr Niwas Road, Ratlam	34
93	Ratlam Circle 1		
94	Ratlam Circle 2		
95	Dhar Circle	Commercial Tax Office, Silver Hill, Dhar	35
96	Jaora Circle	Neeli Kothi, Jaora	36
97	Jhabua Circle	Commercial Tax Office, Near City Kotwali, Jhabua	37
98	Mandsaur Circle	MPHB Shopping Complex, Sanjit Road, Mandsaur	38
99	Neemuch Circle	Commercial Tax Office, Nagar Palika Road, Near Old Nagar Palika, Neemuch	39
100	AC Neemuch		
100	Pithampur Circle	Vikash Bhawan, AKVN Parisar Sector-2, Pithampur	40
101	Sagar Division	Commercial Tax Office, MPSRTC, Tilli Road, Sagar	41
102	Sagar Circle		
103	Apellate DC Sagar		
104	Damoh Circle	Commercial Tax Office, Tandon Bageecha, Near Bus Stand, Damoh	42
105	Nawgaon Circle	Commercial Tax Office, Near Mankameshwar Mandir, Nawgaon	43
106	Tikamgarh Circle	Commercial Tax Office, Room No. 76, Collectorate Bhawan, Tikamgarh	44
107	Satana Division	Vidhya Chamber of Commerce, Near Circuit House, Rewa Road, Satna	45
108	Apellate DC Satna		
109	AEB Satna		
110	Satna Circle 1	Commercial Tax Office, Ramna Tola, Satna	46
111	Satna Circle 2	Palak Building, Rewa Road, Satna	47
112	Baidhan Circle	Commercial Tax Office, Baidhan, Singarolli	48
113	Reewa Circle	Commercial Tax Office, Sirmour Chowraha, Rewa	49
114	Ujjain Division	Vikas Pradhikaran Building, Bharatpuri, Ujjain	50
115	Apellate DC Ujjain		
116	Ujjain Circle 1	Jal Ghar Bhawan, Ujjain	51
117	Ujjain Circle 2		
118	Ujjain Circle 3		



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Sl. No.	Office Name	Location Address	Location No.
119	Dewas Circle	Commercial Tax Office, Vijay Nagar, Dewas	52
120	Rajgarh Circle	Commercial Tax Office, Purana Kila, Rajgarh	53
121	Shajapur Circle	Mohan Bahi Complex, Nai Sadak, Shajapur	54
<b>New</b>			
122	PT Indore	Moti Bunglow Compound, Near Gandhi Hall, MG Road, Indore	55
123	PT Bhopal	Vanijyik Kar Bhawan, Vitthal Market, Bhopal	56
124	PT Gwalior	City Center, Indore	57
125	PT Jabalpur	Vikray Kar Bhawan, Near Omti Thana, Jabalpur	58
126	Anuppur Circle	Commercial Tax Office, Near Railway Crossing, Anuppur	59
127	Mandideep Circle	Ashok Jain Bhawan, Hoshangabad Road, Mandideep	60
128	Ashoknagar Circle	Commercial Tax Office, Pachadikheda Bypass Road, Ashoknagar	61
129	Bina Circle	Kunwar Palace, Sarvoday Square, In Front of Police Station, Bina	62
130	Chhatarpur Circle	Commercial Tax Office, Near Panna Naka, Panna Road, Chhatarpur	63
<b>Proposed</b>			
131	Training College	Indore	64
132	Appellate Board Bhopal	Narmada Bhawan, Arera Hills, Bhopal	65
133	Appellate Board Indore	Shrivardhan Complex, Near Hotel Lemon Tree, RNT Marg, Indore	66

Sl. No.	Check Post Name	Location Address
<b>Existing</b>		
1	Pitol district Jhabua	B/W 167-168km from Indore, Indore-Ahmedabad Road
2	Balsamund district Barwani	B/W 136-137km from Indore, Agra-Mumbai Road
3	Niwali district Barwani	B/W 21-22km from Sendhwa, Sendhwa-Nandurbar-Khetiya Road
4	Ichhapur (Fatehpur) district Burhanpur	B/W 28-30 km from Burhanpur
5	Khawasa district Seoni	B/W 46-47km from Seoni, Seoni-Nagpur Road
6	Rajegoan district Balaghat	B/W 23-24km from Balaghat, Balaghat-Gondiya Road
7	Hanumana district Rewa	B/W 92-93km from Rewa, Rewa-Mirzapur Road
8	Sohagi Pahar (Jhiriya) district Rewa	B/W 67-68km from Rewa, Rewa-Allahabad Road
9	Malthone district Sagar	B/W 61-62km from Sagar, Sagar-lalitpur Road
10	Dinara (Sikandarabad) district Shivpuri	B/W 76-77km from Shivpuri, Shivpuri-Jhansi Road
11	Kunwargarh district Bhind	B/W 13-14km from Bhind, Bhind-Itawa Road
12	Sikroda district Moorena	B/W 2-3km from Moorena, Moorena-Dholpur Road
13	Nayagoan district Neemuch	B/W 16-17km from Neemuch, Mhow-Nasirabad Road
14	Dongargoan (Soyat) district Shajapur	B/W 187-188km from Indore, Indore-Kota Road



**Tender Document for Appointment of Vendor for Providing Facility Management Services (FMS) for Computerisation Project of MPCTD**

Sl. No.	Check Post Name	Location Address
15	Badagoan district Chhatarpur	B/W 99-100km from Nawgoan, Nawgoan-Jhansi Road
16	Kajalwani (Khapa Karinwar) district Chhindwara	B/W 73-74km from Chhindwara, Chhindwara-Nagpur Road
17	Bhimdongari (Mangli) district Mandla	B/W 184-185km from Jabalpur, Jabalpur-Mandla-Raipur Road
18	Dhablajod (Khilchipur) district Rajgarh	B/W 481-482km from Jabalpur, Jabalpur-Jaipur Road
19	Sasundhara (Rajana) district Betul	On Barud-Multai Road
<b>New</b>		
20	Khajuri district Jhabua	On Thandla-Badnagar Road
21	Kemaha district Chhatarpur	B/W 31-32km from Sagar, Sagar-Kanpur Road
22	Vyankatnagar district Anuppur	B/W 39-40km from Anuppur, Anuppur-Pedra Road
23	Kabirchabutara district Anuppur	B/W 72-73km from Anuppur, Anuppur-Amarkantak-Jabalpur Road
24	Bahadarpur district Burhanpur	On Raver Road, 5km from Burhanpur
25	Indore Airport	Ahilya Bai Holkar Airport, Indore
26	Bhopal Airport	Raja Bhoj Airport, Bhopal
<b>Proposed</b>		
27	Sailana district Ratlam	Ratlam-Banswada Road
28	Badnawar district Dhar	Thandla-Badnagar Road
29	Chhoti Sadri district Neemuch	Chhoti Sadri Road
30	Chandpur district Jhabua	Indore-Ahmedabad Road
31	Sheopur Khatauli district Moorena	Sheopur-Kota Road
32	Chirula district Datia	Datia-Jhansi Road
33	Dedhtalai district Burhanpur	Indore-Amravati Road
34	Multai district Betul	Barud-Multai Road
35	Kharai Padora district Shivpuri	Jhansi-Kota Road
36	Railway Checkpost Indore	Railway Station, Indore
37	Railway Checkpost Bhopal	Railway Station, Bhopal
38	Railway Checkpost Gwalior	Railway Station, Gwalior
39	Railway Checkpost Jabalpur	Railway Station, Jabalpur
40	Railway Checkpost Katni	Railway Station, Katni
41	Railway Checkpost Ujjain	Railway Station, Ujjain
42	Railway Checkpost Ratlam	Railway Station, Ratlam
43	Railway Checkpost Itarsi	Railway Station, Itarsi
44	Railway Checkpost Satna	Railway Station, Satna

**Note: The CCT offices/ check posts listed in table above is illustrative in nature and the Client reserves the right to add/ delete any new/ existing offices/ check posts. The addresses of the listed offices/ check posts are also subjected to change during the contract period.**



**Tender Document for Appointment of Vendor for Providing Facility Management Services (FMS) for Computerisation Project of MPCTD**

**ANNEXURE 2: Bid Proposal Letter**

**(To be submitted in the letterhead of client)**

Commissioner Commercial Tax  
Moti Bungalow Court Compound  
M.G Road, Indore  
Madhya Pradesh

Subject: Intent to Bid

Having examined the Bid Documents including Annexure, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to take up the work for the Maintenance of Project of MPCTD in conformity with the said bidding documents.

We undertake, if our bid is accepted, to deliver the Facility Management Services, in accordance with the time schedule approved by the Competent Authority.

We agree to abide by this bid for a period of 180 days after the date fixed for bid opening or for any further period for which bid validity has been extended and it shall remain binding upon us and Bid may be accepted at any time before expiration of that period.

Until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

**Date** ..... (Signature).....

**Place** ..... in the capacity of:.....

Duly authorized to sign Bid for and on behalf of

.....



## **ANNEXURE 3: Declaration for Acceptance of Terms & Conditions**

**(To be submitted in the letterhead of client)**

**To,**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sir,**

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. \_\_\_\_\_] regarding Appointment of FMS vendor for the Computerisation Project of MPCTD in Madhya Pradesh.

I declare that all the provisions of this RFP Document are acceptable to my Company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours very truly,

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Note: - Copy of authorization by competent authority in the bidders company Pertaining to not only this form but entire bid should be enclosed.



## **ANNEXURE 4: Other Related Declarations**

**(To be submitted in the letterhead of client)**

**To,**

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Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [\_\_\_\_\_] regarding Appointment of FMS vendor for MPCTD project in Madhya Pradesh. I hereby declare that my company has a full functioning Office with service tax registration & Logistic/ Service Centre for Spares Replacement in the state of Madhya Pradesh. I further certify that I am competent authority in my company has authorized me to make this declaration.

**Yours very truly,**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_



**Tender Document for Appointment of Vendor for Providing Facility Management Services (FMS) for Computerisation Project of MPCTD**

## **ANNEXURE 5: Technical Bid Covering Letter**

**(To be submitted in the letterhead of client)**

Commissioner Commercial Tax  
Moti Bungalow Court Compound  
M.G Road, Indore  
Madhya Pradesh

Dear Sir,

**Ref: Bid: Appointment of FMS vendor for Computerisation Project of MPCTD**

Having examined the Bid document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Professional services as required and outlined in the Bid for CCT, Government of Madhya Pradesh. To meet such requirements and provide such services as required are set out in the Bid document, we attach hereto the Bid technical response as required by the Bid document, which constitutes our proposal.

We undertake if our proposal is accepted, we will obtain a performance security issued by a nationalized bank in India, acceptable to Competent Authority, for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid document and also agree to abide by this Bid response for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and Competent Authority.

We confirm that the information contained in this bid or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the Competent Authority is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Competent Authority as to any material fact.

We agree that you are not bound to accept the lowest or any Bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the Bid response without assigning any reason whatsoever. It is hereby confirmed that I/We are entitled to act on behalf of our



**Tender Document for Appointment of Vendor for Providing Facility Management Services (FMS) for Computerisation Project of MPCTD**

corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of < >  
(Signature)

(In the capacity of).....  
Duly authorized to sign the Bid Response for and on behalf of:  
(Name and Address of Company)

Seal/Stamp of bidder

Witness Signature:  
Witness Name:  
Witness Address:

**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I, certify that I am ..... of the ....., and that .....who signed the above Bid is authorized to bind the corporation by authority of its governing body.

**Date:**..... (Signature).....

**Place:**..... Name and Designation:.....



## ANNEXURE 6: Technical Bid Form

(To be submitted in the letterhead of client)

1. General Information			
Sl.	Particulars	Details to be furnished	
<b>I. Details of the Bidder (Company)</b>			
	Name		
	Address		
	Telephone	Fax	
	E-mail	Website	
<b>II. Details of Authorized person</b>			
	Name		
	Address		
	Telephone	E-mail	

2. Information about the Company						
Name of Bidder	Status of Company (Public / Pvt. Ltd.)	Whether Bidder or Member	Details of Incorporation of the Company		Details of Commencement of Business	
			Date	Ref. #	Date	Ref. #

3. Financial Details (as per audited Balance Sheets)					
Name of Bidder	Turnover of Company (Rs. in crores)				*Net Worth of the Company as on 31 <sup>st</sup> March 2013 (Rs. in crores)
	FY 2010-11 (A)	FY 2011-12 (B)	*FY 2012-13 (C)	Average of A, B & C	

Date:..... (Signature) .....

Place:..... in the capacity of:.....

Duly authorized to sign Bid for & on behalf of

.....

Contact Number:.....



## ANNEXURE 7: Technical Deviation Form

(To be submitted in the letterhead of client)

Following are the technical deviations and variations from the requirements of operation and maintenance project of CCT, Madhya Pradesh. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be executed as per bid document specifications.

Sr. No.	Clause No.	Page No.	Statement of Deviations and Variations	Reasons for change

**Date:**.....

(Signature) .....

**Place:**.....

in the capacity of:.....

Duly authorized to sign Bid for & on behalf of

.....

Contact Number:.....



**Tender Document for Appointment of Vendor for Providing Facility Management Services (FMS) for Computerisation Project of MPCTD**

**ANNEXURE 8: CV Details Format**

1.	<b>PROPOSED DESIGNATION</b>				
2.	<b>NAME</b>				
3.	<b>DATE OF BIRTH</b>				
4.	<b>TOTAL YEARS OF WORK EXPERIENCE</b>				
5.	<b>NO. OF YEARS OF WORK EXPERIENCE IN COMPANY</b>				
6.	<b>EDUCATION</b>	<b>Year</b>	<b>Degree/Diploma</b>	<b>Institution/ University</b>	
7.	<b>OTHER TRAINING &amp; CERTIFICATIONS</b>				
8.	<b>LANGUAGES WITH DEGREE OF PROFICIENCY</b>	<b>Language</b>	<b>Read</b>	<b>Write</b>	<b>Speak</b>
		English			
		Hindi			
9.	<b>SUMMARY OF EXPERIENCE</b>				
10.	<b>TECHNICAL SKILL SETS</b>				
11.	<b>EMPLOYMENT RECORD (Use extra rows if required)</b>				
A.	<b>FROM – TO</b>				
	<b>EMPLOYER</b>				
	<b>POSITION HELD</b>				
B.	<b>FROM – TO</b>				
	<b>EMPLOYER</b>				
	<b>POSITION HELD:</b>				
12.	<b>WORK UNDERTAKEN (Use extra rows if required)</b>				
A.	<b>NAME OF ASSIGNMENT</b>				
	<b>DURATION</b>				
	<b>LOCATION</b>				
	<b>CLIENT</b>				
	<b>MAIN PROJECT FEATURES</b>				
	<b>POSITIONS HELD</b>				
	<b>ACTIVITIES PERFORMED</b>				
	<b>NAME OF ASSIGNMENT</b>				
B.	<b>DURATION</b>				
	<b>LOCATION</b>				
	<b>CLIENT</b>				
	<b>MAIN PROJECT FEATURES</b>				
	<b>POSITIONS HELD</b>				
	<b>ACTIVITIES PERFORMED</b>				
	<b>NAME OF ASSIGNMENT</b>				
	<b>DURATION</b>				



**Tender Document for Appointment of Vendor for Providing Facility Management Services (FMS) for Computerisation Project of MPCTD**

## **ANNEXURE 9: Financial Bid Covering Letter**

**(To be submitted in the letterhead of client)**

Commissioner Commercial Tax  
Moti Bungalow Court Compound  
M.G Road, Indore  
Madhya Pradesh

Dear Sir,

**Ref: Bid: Appointment of FMS vendor for Computerisation Project of MPCTD**

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Professional services as required and outlined in the Bid for CCT, Government of Madhya Pradesh. To meet such requirements and to provide services as set out in the Bid document following is our quotation summarizing our Financial proposal.

<b>Total Aggregated Cost of FMS (Costs as per Annexure 10 &amp; 11) in figure</b>	<b>Rs. _____ /-</b>
<b>Total Aggregated Cost of FMS (Costs as per Annexure 10 &amp; 11) in words</b>	<b>Rupees _____ only</b>

We attach hereto the Financial proposal as required by the Bid document, which constitutes our proposal. We undertake, if our proposal is accepted, we will obtain a performance security in the format given in the Bid document issued by a nationalized bank in India, for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions in the Bid document and also agree to abide by this Bid response for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the Competent Authority is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Competent Authority as to any material fact.



**Tender Document for Appointment of Vendor for Providing Facility Management Services (FMS) for Computerisation Project of MPCTD**

We agree that you are not bound to accept the lowest or any Bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any if the products/ service specified in the Bid response without assigning any reason whatsoever.

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

Dated this Day of < >  
(Signature)

(In the capacity of).....  
Duly authorized to sign the Bid Response for and on behalf of:  
(Name and Address of Company)

Seal/Stamp of bidder

Witness Signature:  
Witness Name:  
Witness Address:

**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I, certify that I am ..... of the ....., and that  
.....who signed the above Bid is  
authorized to bind the corporation by authority of its governing body.

**Date:**..... (Signature).....

**Place:**..... Name and Designation:.....



## ANNEXURE 10: Maintenance Cost of Items under FMS

(To be submitted in the letterhead of client)

Sl. No.	Item Description	UOM	Qty.	Make	Model	Maintenance Cost for 3 yrs.
	<b>Server Hardware Components</b>					
1.	Application Server	Nos.	4	IBM	3650	
2.	Web Server	Nos.	4	IBM	3650	
3.	File Server	Nos.	2	IBM	3650	
4.	Database Server	Nos.	3	IBM	3850	
5.	Mail Server	Nos.	1	IBM	3650	
6.	Mail Gateway Server	Nos.	1	Symantec	Bright Mail	
7.	DNS Server	Nos.	3	IBM	3650	
8.	Development Server	Nos.	1	IBM	3650	
9.	Backup Server	Nos.	1	IBM	3650	
10.	SMS Server	Nos.	1	IBM	3650	
11.	CA Monitoring Server	Nos.	6	IBM	3650	
12.	Firewall Server	Nos.	3	IBM	3650	
13.	Firewall Hardware	Nos.	2	Cisco	5200	
14.	Workstations	Nos.	12	HP	XW9400	
15.	Proxy Server Module for Unlimited User License	Nos.	1	AnexGate	PG400	
16.	SAN Controller	Nos.	2	IBM	DS4800	
17.	SAN Switches	Nos.	2	IBM	2005-B64	
18.	HDD Expansion Unit	Nos.	8	IBM	EXP810	
19.	Backup Hardware Tape Library	Nos.	2	IBM	TS3310	
20.	Intrusion Prevention System (IPS)	Nos.	1	Cisco	4225	
21.	Security Appliance	Nos.	2	Cisco	ASA5510	
22.	Link Load Balancer	Nos.	2	Radware	LinkProof 202	
23.	Server Load Balancer	Nos.	2	Radware	App. Director	
24.	IVR + Help Desk	Nos.	2	Nortel	BCM400	
25.	Finger Print Reader	Nos.	2	IBIOS	IBios LS1000M	
	<b>Network Components</b>					
26.	Core Switch	Nos.	1	Cisco	4548	
27.	Switch 12 port	Nos.	5	Cisco	500G	
28.	Switch 24 port	Nos.	117	Cisco	2960	
29.	Switch 8 port	Nos.	31	Cisco	2960	
30.	DMZ Switch	Nos.	2	Cisco	3750	
31.	Internet Router	Nos.	2	Cisco	2851	
32.	Intranet Router	Nos.	2	Cisco	2811	
33.	WAN Router	Nos.	2	Cisco	7204	
34.	16 Port KVM Switch	Nos.	3	DLink	DKVM-6	



**Tender Document for Appointment of Vendor for Providing Facility Management Services (FMS) for Computerisation Project of MPCTD**

Sl. No.	Item Description	UOM	Qty.	Make	Model	Maintenance Cost for 3 yrs.
35.	G.703 & V.35 Lease Line Modems 2 MBPS	Nos.	10	Atrie	Wirespan 5000	
36.	Remote Router	Nos.	75	Cisco	2811	
37.	42 U Racks	Nos.	6	Comrack		
38.	12 U Racks	Nos.	54	Comrack		
39.	9 U Racks	Nos.	21	Comrack		
40.	24 Port Cat 6 Patch Panel UTP	--	as per actual	DAX		
41.	Cat 6 Single Port Information Outlet along with Surface Mount Box	Nos.	2120	DAX		
42.	Cat 6 Patch Cord 1 mtrs, Factory Crimped	Nos.	2120	DAX		
43.	Cat 6 Patch Cord 5 mtrs, Factory Crimped	Nos.	2120	DAX		
44.	Cat 6 Cable	--	as per actual	DAX		
45.	Structure Cabling in PVC/ Conduit with Integration	--	as per actual	DAX		
<b>Software Components</b>						
46.	Oracle with ATS support (including all kind of software updates & upgrades require for required level of performance)			Oracle		
47.	Backup Software	Nos.	1	IBM	Tivoli	
48.	Mail Management System	Nos.	1	Lotus	Domino	
49.	Enterprise Network Management System	Nos.	1	CA	E- Health	
50.	Service Desk System	Nos.	1	CA	Service Desk	
51.	Server Management System	Nos.	1	CA	NSM	
52.	Database Management System	Nos.	1	CA	DB Cluster	
53.	Desktop Management System	Nos.	1	CA	DSM	
54.	Synaptris Reporting Solution	Nos.	1	Synaptris	IntelliVIEW	
55.	Antivirus Software	Nos.	2000	Kaspersky	Workstation	
<b>Data Center Components</b>						
56.	UPS Power Distribution System	--	--			
57.	Precision Air Conditioning System	Set	5	Emerson		
58.	CCTV Based Surveillance System	Set	2	AvTech		
59.	Intrusion Detection System	Set	2	Nitinfire		
60.	Fire & Smoke Detection and Alarm System	Set	2	Nitinfire	Eurotech	
61.	Automatic Fire Suppression system	Set	2	Nitinfire		
62.	Public Address System	Set	1	Ahuja		
63.	Pest & Rodent Repellent System	Set	2	R-Scat		
64.	Water Leak Detection System	Set	2	Jayfire		
65.	Common Alarm System	Set	2	Nitinfire		
66.	Data Safe	Set	2	Godrej		
67.	Assess Control System	Set	2	Spectra	Act500	



**Tender Document for Appointment of Vendor for Providing Facility Management Services (FMS) for Computerisation Project of MPCTD**

Sl. No.	Item Description	UOM	Qty.	Make	Model	Maintenance Cost for 3 yrs.
68.	Data Centre and Disaster Site Access Control System	Nos.	2	Logicon		
69.	Civil works and Interiors	--	--			
	<b>UPSs &amp; DG Sets</b>					
70.	UPS Online 60 KVA with batteries	Nos.	2	Emerson	7400M	
71.	UPS Online 25 KVA with batteries	Nos.	12	Emerson	HiPulse	
72.	UPS Online 20 KVA with batteries	Nos.	17	Emerson	S420D	
73.	UPS Online 10 KVA with batteries	Nos.	29	Emerson	S410D	
74.	UPS Online 6 KVA with batteries	Nos.	8	Emerson	GMXT6000L MT	
75.	UPS Online 2 KVA with batteries	Nos.	15	Emerson	GMXT2000L MT	
76.	400 KVA DG Set for backup at Data Center	Nos.	1	Kirloskar		
<b>Total Maintenance Cost for 3 years (in Rs.)</b>						

**Note:** The items listed in table above is illustrative in nature and the Client reserves the right to increase or decrease quantities of any existing item(s) or, add/ delete any new/ existing item(s).



## ANNEXURE 11: Manpower Cost of Resources under FMS

(To be submitted in the letterhead of client)

Sl. No.	Team Member	Service Window	Number of Resources	Manpower cost (in Rs.) including all out of pocket expenses and other charges (per month)	Manpower Cost (in Rs.) for 3 years (i.e. 12 x 3 = 36 months)
			A	B	$C = A * B * 36$
1.	Program Manager cum Network Specialist	9 x 6	1		
2.	Helpdesk Analyst cum coordinator	24 x 7	3		
3.	Security Specialist	9 x 6	1		
4.	System Administrator	9 x 6	1		
5.	Database Administrator (DBA)	9 x 6	1		
6.	Technical Field Staff (HQ)	9 x 6	2		
7.	Technical Field Staff (Field)	9 x 6	15		
<b>Total Manpower Cost for 3 years (in Rs.)</b>					

NOTE: The Bidder shall be liable for all contractual obligations arising out of misconduct, acts or omissions of all the persons deployed for Project of MPCTD



## **ANNEXURE 12: Financial Deviation Form**

**(To be submitted in the letterhead of client)**

**Following are the Financial deviations and variations from the requirements of operation and maintenance project of CCT, Madhya Pradesh. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be executed as per bid document specifications.**

<b>Sr. No.</b>	<b>Clause No.</b>	<b>Page No.</b>	<b>Statement of Deviations and Variations</b>	<b>Financial Effects in Rs.</b>

**Date** :.....

(Signature).....

**Place** :.....

in the capacity of: .....

Duly authorized to sign Bid for and on behalf of

.....

Contact Number:.....



## **ANNEXURE 13: Performance Guarantee Format**

To

-----  
-----

1. Whereas M/s. \_\_\_\_\_ (hereinafter called "MPCTD Project Operator") has agreed to carry out the FMS services for \_\_\_\_\_ (hereinafter called "Client") on behalf of Government of Madhya Pradesh, they are supposed to furnish Performance Security for the onsite operation and maintenance during 3 years.
2. NOW THEREFORE KNOW ALL THE MAN THESE PRESENTS THAT WE, \_\_\_(Bank Name)\_\_\_\_\_ having its Head Office at \_\_\_\_\_(hereinafter called "the Bank") are bound upto the Client in the sum of Rs.\_\_\_\_\_/ - (Rs.\_\_\_\_\_ ) only) for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assignees by these presents.
3. The Bank further undertakes to pay to the purchaser upto the above amount on receipt of its first written demand, without the Client having to substantiate its demand. The Client's decision in this regard shall be final and shall not be called upon to question under any circumstances. The Bank Guarantee will remain in force upto \_\_\_\_\_. However, its validity can be got extended before \_\_\_\_\_ solely at the instance of the Purchaser. This clause shall remain valid notwithstanding anything else contained to the contrary in this document.
4. Our liability under this guarantee is restricted to Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_) only and it will remain enforce upto \_\_\_\_\_ unless a demand in writing is received by the bank on or before \_\_\_\_\_, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all the liabilities thereunder.
5. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2013. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_, 2013

For Bank \_\_\_\_\_

Witness

Signature

Name

M/s. \_\_\_\_\_ (complete address)



### ANNEXURE 14: Bid Security Form

(To be submitted in the letterhead of client)

#### PARTICULARS OF BID SECURITY

- 1. Name of the Bank .....
- 2. Name, Address, Tel. No. ....  
& Fax No's of Bank Branch .....  
Issuing the draft .....
- 3. IFS Code No. of Bank Branch.....
- 4. Code No. of signatories of .....  
the security
- 5. Amount of Draft .....
- 6. Bank Draft No. and Date .....
- 7. Valid up to (give date) .....

**Note: Demand Draft of Bid Security should be attached.**

**Date:**..... (Signature).....

In the capacity of .....

**Place:**..... Duly authorized to sign Bid for and on behalf of

.....  
Contact Number:.....



## ANNEXURE 15: Queries / Suggestions Format

Name of the Company:.....

Name of the Concerned Person:.....

Email id of Concerned Person:.....

<i>Sl. No.</i>	<i>Clause Reference No. of the RFP</i>	<i>Page No.</i>	<i>Query / Suggestion</i>
1.			
2.			
3.			