

ASSAM POWER DISTRIBUTION COMPANY LTD.

Request for proposal (RfP)

FOR

Providing Cloud Services for Revenue Billing and Other Applications of APDCL



Open Tender Notice

NIT No. APDCL/CGM(PP&D)/CSP/ARMS/2021/ 9; Dated: 29.11.2021

OFFICE OF THE CHIEF GENERAL MANAGER (PP & D),APDCL,

6th FLOOR, BIJULEE BHAWAN,

PALTANBAZAR, GUWAHATI-781001

November 2021

**ASSAM POWER DISTRIBUTION COMPANY LIMITED
(APDCL)**

O/O Chief General Manager (PP&D), Bijulee Bhawan, Paltanbazar, Guwahati-781001

NOTICE INVITING TENDER

NIT No. APDCL/CGM(PP&D)/CSP/ARMS/2021/ 09

Dated: 29.11.2021

E-tenders, with validity up to 180 days from the date of opening of price bids, are invited by the undersigned for **Providing Cloud Services for Revenue Billing and Other Applications of APDCL**.

The complete tender papers can be downloaded from our official website www.apdcl.org and also from assamtenders.gov.in. Interested bidders can download the Bidding Documents and commence preparation. Download of bidding document is free of cost. However, bidders must deposit online non-refundable tender processing fee of **Rs. 10,000/- (Rupees Ten Thousand)** while online submission of tenders in assamtenders.gov.in.

All interested parties are requested to understand this BID DOCUMENT in detail in order to comply with APDCL's requirements including but not limited to the fees and deadlines, selection criteria, selection methodology, scope of work, and minimum technical standards.

The earnest money for the work is Rs. 15,00,000.00 (Rupees Fifteen Lakhs) only. EMD should be submitted online while submission of tenders in <https://assamtenders.gov.in>. Any tender without EMD will be rejected outright.

For further details regarding online payment of tender processing fees and EMD, please visit <https://assamtenders.gov.in>

Key Dates:

Tender publishing and download start date	: 29.11.2021 (17:00 Hours)
Bid submission start date	: 07.12.2021 (14:00 Hours)
Last date of bid submission	: 15.12.2021 (14:00 Hours)
Technical Bid opening date and time	: 16.12.2021 (14:00 Hours)

The undersigned reserves the right to reject any/all tenders without assigning any reason thereof, and to accept any tender or part of which is suitable to APDCL.

For details, please visit www.apdcl.org or <https://assamtenders.gov.in>

Sd/-
**The CGM (PP&D),
APDCL**

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ASSAM POWER DISTRIBUTION COMPANY LTD

GUWAHATI

Tender No: APDCL/CGM(PP&D)/CSP/ARMS /2021/ 9

Dated: 29.11.2021

Disclaimer

1. The information contained in this BID DOCUMENT or subsequently provided, whether verbally or in documentary or in any other form by or on behalf of APDCL or any of its employees, consultants or associates, is provided to Bidder(s) on the terms and conditions set out in this BID DOCUMENT and such other relevant terms and conditions.
2. This BID DOCUMENT is not an agreement and is neither an offer nor invitation by APDCL to the prospective Bidders or any other party. The purpose of this BID DOCUMENT is to provide interested parties with information that may be useful to them in preparation of their Bid. This BID DOCUMENT includes statements, which reflect various assumptions and assessments arrived at by APDCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This BID DOCUMENT may not be appropriate for all persons, and it is not possible for APDCL to consider the technical capabilities, investment objectives, financial DOCUMENT. The assumptions, assessments, statements and information contained in this BID DOCUMENT may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this BID DOCUMENT and obtain independent advice from appropriate sources.
3. Information provided in this BID DOCUMENT to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. APDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. APDCL or any of its employees, consultants or associates make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this BID DOCUMENT or otherwise including the accuracy, adequacy, correctness, completeness or reliability of the BID DOCUMENT and any assessment, assumption, statement or information contained therein or deemed to form part of this BID DOCUMENT or arising in any way in this Bid stage.
5. APDCL or any of its employees, consultants or associates also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any

Bidder upon the statements contained in this BID DOCUMENT.

6. APDCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this BID DOCUMENT.
7. The issue of this BID DOCUMENT does not imply that APDCL is bound to select a Bidder for the Project and APDCL reserves the right to reject all or any of the Bidders or Bids or discontinue or cancel the bidding process without assigning any reason whatsoever.
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, traveling, food, lodging, expenses associated with any demonstrations or presentations which may be required by APDCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and APDCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process

1. Introduction:

1.1.1. About Assam Power Distribution Company Limited (APDCL):

Assam Power Distribution Company Limited (APDCL) is a public limited company wholly owned by the Government of Assam. It was incorporated on the 23rd day of October'2009 and has been registered under Indian Companies Act'1956.

The primary purpose of the Company is to undertake distribution, trading and supply of electricity in the state of Assam in accordance with provisions of applicable law and all activities ancillary or appurtenant thereto. It has also the mandate to develop, maintain and operate the power distribution system in the state of Assam. In carrying out the work of supplying power, APDCL reaches every part of the state. The company is serving the people of Assam with a consumer base of 64 Lakhs.

1.1.2. APDCL's Vision:

"To be the catalyst for Holistic Growth of the State of Assam by powering Agriculture and Industry; lighting homes – rural and urban & generating internal resources for continually improving Technology & Delivery System to induce Customer Delight."

1.1.3. APDCL's Mission:

Utility's Commitment is to make Assam Power Distribution Company (APDCL) the pride of ASSAM. According to the employees following 15 KEY TASK AREAS are undertaken to achieve APDCL's mission.

1.1.3.0. Planning in advance for procurement of sufficient quantity of power to meet demands.

1.1.3.1. Mobilizing sufficient resources to undertake capacity enhancement of distribution substations and lines.

1.1.3.2. Extension of network to make electricity available to all villages & hamlets.

1.1.3.3. Awareness of customers on consumption & utilization of power.

1.1.3.4. Replacement of Magnetic meters with Electronic meters.

1.1.3.5. Accurate monthly billing, 100% revenue collection & Energy audit.

1.1.3.6. Appointment of franchisees for incrementing service efficiency.

1.1.3.7. Detection of unauthorized use of power through vigilance cell.

1.1.3.8. Training of Employees on customer centric behavior.

1.1.3.9. Consumer Indexing & Modernization of Complaint booths

1.1.3.10. Strong financial discipline

1.1.3.11. Generating Customer confidence

1.1.3.12. Master plan for HT/LT ratio

1.1.3.13. Reduction of AT&C loss by phase conversion

1.1.3.14. Replacement of overhead lines with underground cables

1.1.4. Objectives of the Project:

The primary objective of the project is to **appoint a managed cloud service provider for Centralized Billing System (CBS) Application as well as other applications of APDCL** in the form of the following-

1. Infrastructure as a Service (IaaS)
2. Platform as a Service (PaaS)
3. Disaster Recovery as a Service (DRaaS)
4. Dev / Test Environment as a Service (DevOps)

1.5 About this BID DOCUMENT:

1.5.1 This (this “BID DOCUMENT”) is issued by APDCL for selecting an agency for providing Cloud Services for Revenue Billing Application of APDCL as detailed in Section 4 of this BID DOCUMENT.

1.5.2 This BID DOCUMENT is structured into various sections as follows:

General and Commercial Terms, which provides the Bidder a brief introduction about the Project objectives as well as APDCL. The document explains the overall structure of the Bid document and general terms and conditions applicable to each participating Bidder. This document also provides all commercial information to the Bidder, which include specific conditions of the contract, eligibility criteria and all relevant formats for bidding.

Technical Scope, Functional Requirement and Service Level Agreement, which provides information regarding APDCL’s systems, the detailed functional requirements including minimum technical standards (MTS) to be achieved by the Cloud service provider, as well as the service level agreement (SLA). The payment terms shall also be linked to the performance of the Bidder detailed in this RFP.

2. Instruction to Bidders

2.1. Preamble

This section of the bidding document provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of APDCL. It also provides information on bid submission, opening and, on contract award.

Further in all matters arising out of the provisions of this Bid or of the Bidding Documents, the laws of the Union of India shall be the governing laws and Hon'ble Gauhati High Court at Guwahati shall have exclusive jurisdiction.

2.2 General Instructions

- 2.2.1 All Bidders shall comply with the dates and amounts indicated in Section 2 of the BID DOCUMENT.
- 2.2.2 All Bidders shall be required to meet the Eligibility Criteria stipulated in Clause 2.4 of this BID DOCUMENT.
- 2.2.3 The Bidders shall comply with and agree to all the provisions of this Section 2 of this BID DOCUMENT for various bidding considerations including but not limited to eligibility, costs, payments, information regarding APDCL systems, bid formats, bid submission and other considerations.
- 2.2.4 The Bidders shall be evaluated based on the norms and procedures laid out in Section 3 of this BID DOCUMENT.
- 2.2.5 The Bidders shall be required to undertake and Bid for the Scope of Work for the Project indicated in Section 4 of this BID DOCUMENT.
- 2.2.6 The Functional Requirements to be completed by the Bidder within the Scope of Work are mentioned in Section 4 of this BID DOCUMENT.
- 2.2.7 The Bidder shall comply with various terms and conditions provided in this BID DOCUMENT including but not limited to those provided in Section 5 of this BID DOCUMENT.
- 2.2.8 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

2.3 General Terms for Bidding

- 2.3.1 The Bidders who wish to participate in online tenders will have to procure/should have legally valid digital certificate as per Information Technology Act'2000 using which they can sign their electronic bids. Bidders who already have a Digital Certificate need not procure a new Digital Certificate.
- 2.3.2 All bids must be digitally signed.
- 2.3.3 Bids prepared by the Bidders and all correspondence and documents relating to the Bid exchanged by the Bidder and APDCL and its associates shall be written in the English language. Any printed literature furnished by the Bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.
- 2.3.4 If for any reason the Bid of any Selected Bidder is rejected or Letter of Intent issued to such selected Bidder is cancelled, APDCL is empowered to take decisions for any of the following:
- a) Consider the next Lowest Evaluated Bid from qualifying Bidders; or Annul the entire bid process; or
 - b) Take any such measure as may be deemed fit in the sole discretion of APDCL , as applicable.
 - c) Decision of APDCL will be final and binding on all.
- 2.3.5 Technical bid submitted by the Bidders before the Bid Submission Deadline, shall become the property of the APDCL and shall not be returned to the Bidders.
- 2.3.6 APDCL may, at its sole discretion, ask for additional information/ document and/ or seek clarifications/missing documents from a Bidder after the Bid Submission Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Financial Bid shall be sought or permitted by APDCL.
- 2.3.7 APDCL may verify Bidder's technical and financial data by checking with Bidder's clients/ lenders/ bankers/ financing institutions/ any other person as necessary.
- 2.3.8 The Bidders shall satisfy themselves, on receipt of the BID DOCUMENT, that the BID DOCUMENT is complete in all respects. Intimation of any discrepancy shall be given to APDCL's nodal person for this BID DOCUMENT before the Pre-bid meeting as mentioned in the bid document.

2.3.9 The BID DOCUMENT includes statements, which reflect the various assumptions arrived at by APDCL in order to give a reflection of the current status in the BID DOCUMENT. These assumptions may not be entirely relied upon by the Bidders in making their own assessments. The BID DOCUMENT does not purport to contain all the information each Bidder may require and may not be appropriate for all persons. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in the BID DOCUMENT and obtain independent advice from appropriate sources.

2.3.10 All bank related documents should be submitted only from a Scheduled Bank as notified by the Reserve Bank of India (RBI).

2.4 Eligibility Criteria

2.4.1 This Invitation for Bids, issued by APDCL is open to single legal entities (fulfilling the qualifying criterion mentioned in this bid document) incorporated and registered in India under the Indian Companies Act 1956 or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 and should have been in operation in India, barring those bidders with whom business is banned by the APDCL.

2.4.2 Bids may be submitted by qualified bidders as given below:

- a) Bidder who on its own meets all the qualifying criteria as mentioned in the Section-“Technical Requirements” and “Financial Requirements” under Qualifying Criteria and Document Checklist section.
- b) The Bidder, directly or indirectly shall not be a dependent agency of APDCL.
- c) The Bidder shall be wholly responsible for execution of the contract.
- d) Participation by a Bidder in more than one Bid shall result in the disqualification of all Bids in which it is involved.
- e) Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt of India (viz. nCode Solution, Safescrypt, e-Mudhra etc.). DSC is given as a USB e-Token.
- f) Any bidder willing to take part in the bidding process will have to be enrolled & registered with the portal <https://assamtenders.gov.in>

2.5 Cost of Bidding

2.5.1 The Bidder shall bear all costs associated with the preparation and submission of its' bid including post-bid discussions, technical and other presentations etc., and the APDCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.6 Payment of Fees by Bidders/ Consortia

2.6.1 Tender processing fees and EMD shall be paid online during submission of bid via <https://assamtemders.gov.in>.

2.6.2 The cost of all stamp duties payable for participating in the NIT or Project shall be borne by the bidder.

2.6.3 No interest shall be paid to the Bidder on any amount submitted to APDCL, whether to be returned or not.

2.6.4 Deposition of Fees by the bidders as Bid document cost or EMD may be subject to any procedural changes in the bidding portal. In case of any such developments, the same will be communicated by APDCL in the bidding portal as well as APDCL portal.

2.7 Bidders to inform itself fully

2.7.1 The Bidder shall make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions (including site conditions) and circumstances and factors that may have any effect on its Bid. Once the Bidder has submitted the Bid, the Bidder shall be deemed to have examined the laws and regulations in force in India and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances. Accordingly, the Bidder acknowledges that, on being selected as Successful Bidder, it shall not be relieved from any of its obligations under the BID DOCUMENT nor shall be entitled to any extension of time for commencement of execution of works or financial compensation for any reason whatsoever.

2.7.2 The Bidders shall particularly acquaint themselves with the concerned technical requirements of APDCL's systems, operations, statutory codes and standards.

2.7.3 The Bidder shall familiarize itself with the procedures and time frames required to obtain all Consents, Clearances and Permits required for implementation of the Project. APDCL shall have no liability to obtain any of the Consents, Clearances and Permits required for setting up the Project other than those covered under APDCL's conventional business.

2.8 Compliance

- 2.8.1 Notwithstanding anything stated above, APDCL reserves the right to verify the authenticity of the documents submitted for meeting the Eligibility Criteria and may request for any additional information/ documents. APDCL reserves the right at its sole discretion to contact the Bidder's bank, lenders, financing institutions and any other persons as necessary to verify the Bidder's information/documents for the purpose of qualification.
- 2.8.2 If at any stage of the bidding or Project execution process, any order/ ruling is found to have been passed in the last 1 (one) year preceding the Bid Submission Deadline by a competent Court of Law against or any appropriate Commission against any bidder for its material breach of any contract, then Bids from such Bidders shall be liable to be rejected in totality.
- 2.8.3 Selected bidder shall continue to maintain compliance with the Eligibility Criteria throughout the bidding process as well as project execution. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage of the Project.
- 2.8.4 APDCL shall communicate directly to the designated contact person appointed through the Power of Attorney as per Annexure 3.

2.9 Study of APDCL's existing system

- 2.9.1 APDCL shall, if required, share certain information for the benefit of the prospective Bidders. The intention of sharing the data by APDCL is to share information about its existing resources to provide an approximate picture of the existing systems at APDCL only to provide a perspective of the Scope of Work.
- 2.9.2 Bidders shall never publish /quote information gathered in this process, either in full or part. APDCL is entitled to claim compensation from any defaulting bidders.

2.10 Clarifications

- 2.10.1 Bidders may seek clarifications on this bid in writing, through a letter or email to reach APDCL no later than 3 (Three) calendar days prior to the date of start date of bid submission.
- 2.10.2 The Utility shall not be obliged to respond to any request for clarification received later than the above period.
- 2.10.3 APDCL may issue clarification only, at its sole discretion, which is considered reasonable by it.
- 2.10.4 Any such clarifications issued shall be made available in the official website of APDCL www.apdcl.org

2.10.5 APDCL is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

2.11 Pre-Bid Meeting

2.11.1 No Pre-bid meeting shall be held for this bid.

2.12 Amendments to BID DOCUMENT

2.12.1 APDCL, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder may amend the BID DOCUMENT, including the timelines, by issuance of addendum / corrigendum/modification / errata and / or a revised document and the same shall be published in APDCL's official portal www.apdcl.org and in <https://assamtenders.gov.in>.

2.12.2 In order to provide reasonable time to the Bidders to take the modification into account in preparing their Bid, or for any other reasons, APDCL may, at its discretion, extend the deadline/ timeline for Bid submission.

2.13 Method of submission of Bid/ Overview of Bid Process

2.13.1 The following is the bid process/bid evaluation methodology that will be adopted for appointment of Cloud Service Provider.

2.13.2 The technical and commercial bids must be submitted through online mode only at <https://assamtenders.gov.in> on or before the Bid Submission Deadline.

2.13.3 Documents shall be scanned and uploaded wherever required, while some data shall be entered manually. All required documents as per Document Checklist must be attached as a soft copy during technical bid submission. The price bid should distinctly indicate the following components - Quoted price with clear differentiation of Taxes and Duties. The bidders are to quote FIRM rates showing break up of all taxes and duties in the 'Schedule of Price'.

2.13.4 Bidders must make online deposit of tender processing fee of Rs.10,000.00 (Rupees Ten Thousand) only while online submission of tenders in <https://assamtenders.gov.in>.

2.13.5 Bidders must make online deposit of EMD (Earnest Money Deposit) of Rs. 15,00,000.00 (Rupees Fifteen Lakhs) only while online submission of tenders in <https://assamtenders.gov.in>.

2.13.6 The Earnest Money Deposit and Tender Fees will be exempted for bidders having relevant NSIC/MSME registration. The NSIC/MSME registration copy must be submitted along with the technical bid for verification. In case, it is found that the NSIC/MSME certificate is invalid, the concerned bid will be rejected and appropriate action shall be initiated as per law.

2.13.7 The technical bid will be evaluated on the basis of fulfillment of criterion mentioned under Qualifying Criteria section.

2.13.8 Tenders received after the due date and time shall not be accepted under any circumstances.

2.13.9 APDCL may, at its discretion, extend this Bid Submission Deadline by amending the BID DOCUMENT at any time prior to opening of the Bids, in which case all rights and obligations of APDCL and the Bidders shall thereafter be subject to the deadline as extended.

2.13.10 Post –tender revision of quoted rates and/or revision of terms and conditions having direct or indirect impact on the quoted rates shall not be accepted and the offer would be rejected and earnest money shall be forfeited. Withdrawal of offer within the quoted validity period shall not be accepted. Only APDCL reserves the right for negotiation of rates, terms and conditions.

2.14 Bid formats

2.14.1 The information and documents shall be submitted by the Bidders as per the guidelines, formats, schedules, fees, and other specification in this Section, as well as this BID DOCUMENT in general.

2.14.2 Strict adherence to the formats, wherever specified, is required. Wherever information has been sought in specified formats, the Bidder shall refrain from referring to brochures or pamphlets. Non-adherence to formats and/ or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.

2.14.3 The Bidder shall submit the Bid in compliance with the Eligibility Criteria and formats provided in this BID DOCUMENT.

2.15 Technical Bid

2.15.1 The Technical Bid shall contain a covering letter by the Bidder duly designated and signed as per the format prescribed in Annexure 2.

2.15.2 Tender Fees as prescribed in Clause 2.13.

2.15.3 EMD as prescribed in Clause 2.13.

2.15.4 The Bidder shall provide a clear and concise Implementation Plan covering the following topics as a part of the Technical Bid:

- a) Understanding of the requirement with clear mention of the deliverables.
- b) Details of proposed methodology;
- c) Resource planning and estimation;

- d) Risk planning; and
- e) Detailed work plan with timelines.

2.15.5 The Technical Bid of the Bidder shall contain the detailed bill of quantities (BoQ) in the format prescribed in Annexure 4 that should be commensurate with the Financial Bid without any mention of costs/ prices.

2.15.6 The BOQ shall be accompanied with the detailed specifications, literature, drawings, etc. of the proposed service in the Technical Bid demonstrating substantial responsiveness of the quoted Solution.

2.16 Financial Bid

2.16.1 The Financial Bid shall only be submitted electronically. No hard copy of the Financial Bid shall be submitted.

2.16.2 The Quoted Price in the Financial Bid shall be as per Annexure 5- Quoted prices for the financial bid.

2.16.3 The Financial Bid shall clearly indicate all costs associated with the project as per BOQ.

2.16.4 Prices quoted by the Bidder shall be firm and final, and shall remain constant throughout the period of execution of the Project and any subsequent contracts, and shall not be subject to any upward modifications.

2.16.5 Any items or prices omitted by the Bidder, if incurred at a later stage by the Bidder, shall be borne by the Bidder with no financial liability on APDCL.

2.16.6 All prices in the Financial Bid shall be quoted in Indian Rupees. The Bidder shall bear the risk and absorb all costs related to foreign exchange variations during the execution of the Project.

2.16.7 The Bidders are advised not to indicate any separate discount. Discount, if any, shall be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering the separate discount, is found to be the lowest, APDCL shall avail such discount at the time of award of contract to the selected bidder.

2.16.8 Price quoted should clearly mention the basic cost and all taxes/duties.

2.16.9 The financial bid will be evaluated on summation of basic price quoted + applicable taxes (GST etc.) and any other applicable quoted costs.

2.17 Validity of the Bid

2.17.1 The offer submitted in the Bid by the Bidder shall remain valid for a period of 180 days from the date of opening of price bid. Details of the project

implementation phases are mentioned in the Scope of work section.

2.17.2 In exceptional circumstances, APDCL 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. Extension of validity period by the Bidder shall be unconditional. A Bidder granted extension of validity will not be permitted to modify his technical or commercial bid.

3. Bid Evaluation

3.1 Overview of Bid Evaluation Process

- 3.1.1 APDCL will ascertain to its satisfaction whether the submitted bids are responsive/qualified, as per the Qualification Requirement to satisfactorily perform the contract. APDCL shall be the sole judge in this regard and the APDCL's interpretation of the Qualification Requirement shall be final and binding on all. The determination will take into account the Bidder's financial, technical capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder as well as such other information as deemed necessary and appropriate by APDCL. This shall, however, be subject to assessment that may be carried out, if required, by APDCL as per the provisions.
- 3.1.2 The Bid submitted by the Bidder shall consist of a Technical Bid and a Financial Bid, both submitted online.
- 3.1.3 **Opening of Technical Bid:**
- a) The Technical bid shall be opened on the due date and due time (or on the next working day, in case due date being a holiday). Bidders or their authorised representatives may be present at the time of bid opening
 - b) The Bids shall be deemed to be under consideration immediately after they are opened and confirmation or receipt of the Tender Fee and Bid Security/Declaration, and until an official intimation of award or rejection is made by APDCL to the Bidders.
 - c) APDCL shall then separately evaluate the Bids with respect to the Eligible Criteria, sufficiency of the submission, as well as other parameters outlined in this BID DOCUMENT.
- 3.1.4 **Techno-Commercial Evaluation:** The Technical Bids shall be opened by APDCL and shall be checked for fulfilment of the Eligibility Criteria of the Bidder. Bids which are found to be non-responsive during techno- commercial evaluation will be summarily rejected and will not be considered for price-bid evaluation.

The Proof of Concept (PoC) for the proposed cloud services will be carried out during the technical evaluation of the bid process i.e. only for the bidders who will submit bids as on last date of bid submission. The offer of bidder, whose POC is unsuccessful as deemed by APDCL, shall be summarily rejected. The details of PoC has been mentioned in the Section 4 of this bid document.

Note: Complete PoC shall not be conducted for such bidders who had participated in the earlier bid vide NIT No. APDCL/CGM (PP&D)/CSP/ARMS/2021/2 (Revised) dtd. 18.08.2021 (now cancelled) and were declared to be successful if they participate in this bid along with the same Cloud Service Provider with whom they were declared successful in the PoC conducted for the earlier bid. They however would need to demonstrate replication of

complete DC environment (inclusive of all data and applications) into the DR environment using a replication tool which shall also be mentioned in the bid before opening of price bids.

3.1.5 Opening Financial Bid: APDCL shall examine the Price Bids to determine whether they are complete, whether any computational errors have been made and whether the bids are generally in order.

1. The Price Bids containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications are liable to be rejected.
2. In case of mismatch in numbers and that mentioned in words, lower of both will prevail.
3. The Financial offers will only be opened for Bidders who have qualified the Technical evaluation stage.
4. The bidder must share per unit pricing for each of the components listed in BOQ. The rates quoted are to be specified in “Per-Item-Per Month” basis or “Lumpsum basis”, as mentioned in the BOQ against each item.
5. Any tools/software used during the project and support must be clearly discussed and approved with APDCL and the cost of the same must be solely incurred by the bidder.
6. It is mentioned that the Financial Bid evaluation would be done on the basis of the rates quoted by the bidder. The Bidder has to provide such rates which shall remain uniform for the entire duration of the contract and shall also remain uniform while scaling up and scaling down of the requirements.

3.1.6 Award of the project

The Qualifying bidder with the lowest total of discovered prices inclusive of taxes (L1), shall be awarded the project at the L1 price.

3.2 Confidentiality

3.2.1 Confidentiality

- a) Information relating to the examination, evaluation, comparison and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.
- b) Any attempt by a Bidder to influence APDCL in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in rejection of the Bid of that Bidder.
- c) If any Bidder, from the time of opening the Technical Bids to the time of Contract award, wishes to contact APDCL on any matter related to the bidding process, it shall do so in writing.

3.3 Clarification

To assist in the examination, evaluation, comparison and post- qualification of the Bids, APDCL may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by APDCL shall not be considered. APDCL's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by APDCL in the evaluation of the Financial Bids.

3.4 Responsiveness of Technical Bid

- 3.4.1 APDCL's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.
- 3.4.2 A responsive Technical Proposal is one that conforms to all the mandatory requirements, terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - a) does not meet all the Minimum Technical Specifications; or
 - b) affects the scope, quality, or performance of the Solution; or
 - c) limits or is inconsistent with the BID DOCUMENT, APDCL's rights or the Bidder's obligations; or
 - d) if rectified would unfairly affect the competitive position of other Bidders presenting responsive Technical Proposals.

3.5 Non-Conformities, Errors, and Omissions

- a) Provided that a Technical Bid is responsive, APDCL may waive any non-conformity or omission in the Bid that does not constitute a material deviation.
- b) APDCL may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Bid related to documentation requirements. Such omission shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- c) Provided that the Technical Bid is responsive, APDCL will correct arithmetical errors during evaluation of Price Proposals on the following basis:
 - a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of APDCL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - b) if there is an error in a total corresponding to the addition or subtraction of subtotals,

the subtotals shall prevail and the total shall be corrected;

- c) if there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail subject to (1) and (2) above.
- d) Except as provided in (1) to (3) herein above, APDCL shall reject the Financial Bid if the same contains any other computational or arithmetic discrepancy or error.
- e) If the Bidder that submitted the Lowest Evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.
- f) Representatives of technically qualified bidders may be present during opening of The Financial Bids of the Qualifying Bidders. The Quoted Price of all successful Qualifying Bidders shall be evaluated.

3.6 Evaluation of Technical Bid

- 3.6.1 All bids will be first evaluated with respect of eligibility criteria as mentioned in the Section 9 of this bid document

3.7 Opening of Financial Bid

- 3.7.1 After completion of the technical evaluation, APDCL shall intimate the successful Bidders for opening of Financial Bids of the Qualifying Bidders. No objection/request from bidders in respect of evaluation of technical bids shall be entertained by APDCL after intimation in respect of opening of price bids is sent to the technically qualified bidders
- 3.7.2 Representatives of technically qualified bidders may be present during opening of The Financial Bids of the Qualifying Bidders. The Quoted Price of all successful Qualifying Bidders shall be evaluated.

3.8 Overall Technical and Financial Evaluation

- 3.8.1 The successful Qualifying Bidder with the lowest total quoted prices (inclusive of all taxes) i.e. the L1 bidder shall be the Successful Bidder.

3.9 Award of Contract

- 3.9.1 APDCL shall present the Letter of Award to the Successful Bidder and invite the Performance Security in order to sign a Contract (the "Contract") to implement the Project.
- 3.9.2 At the time the Contract is awarded, the quantity indicated in the BoQ of the Financial Bid shall not be modified. However, APDCL reserves the right to increase the number of items under this contract as per actuals depending upon APDCL requirement, without any change in the unit prices or other terms and conditions of the BID DOCUMENT and the Bid.
- 3.9.3 Prior to the expiration of the period of Bid validity, APDCL shall notify the successful Bidder, in writing, that its Bid has been accepted.

- 3.9.4 Until a formal Contract is prepared and executed, the Letter of award shall constitute a binding Contract.
- 3.9.5 Promptly after notification, APDCL shall send to the successful Bidder the Agreement for implementation of the Project.
- 3.9.6 Within thirty (30) days of receipt of the Agreement, the successful Bidder shall sign with seal on each page, date, and return it to APDCL.
- 3.9.7 Within Twenty One (21) days of the receipt of notification of award from APDCL, the successful Bidder shall furnish the Performance Security, using for that purpose the format of Performance Security given in Annexure 6.
- 3.9.8 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. In that event APDCL may award the Contract to the next successful Bidder whose offer is responsive and is determined by APDCL to be qualified to perform the Contract satisfactorily.

4. Scope of Work and General Requirements

4.1. Scope of work

4.1.1. Introduction

Assam Power Distribution Company Limited (APDCL) is a public limited company wholly owned by the Government of Assam. It was incorporated on the 23rd day of October'2009 and has been registered under Indian Companies Act'1956.

The primary purpose of the Company is to undertake distribution, trading and supply of electricity in the state of Assam in accordance with provisions of applicable law and all activities ancillary or appurtenant thereto. It has also the mandate to develop, maintain and operate the power distribution system in the state of Assam. In carrying out the work of supplying power, APDCL reaches every part of the state. The company is serving the people of Assam with a consumer base of 64 lakhs.

APDCL is responsible for maintaining data pertaining to the distribution of Power across the state of Assam. For the purpose of management of Metering, Billing, Collection, CRM (Customer Relationship Management), WSS (Web Self Service), Energy Audit and MIS (Management Information System) activities, APDCL is maintaining a project that is facilitating processing of relevant data for all its billing units across the state of Assam for increased efficiency and proper monitoring.

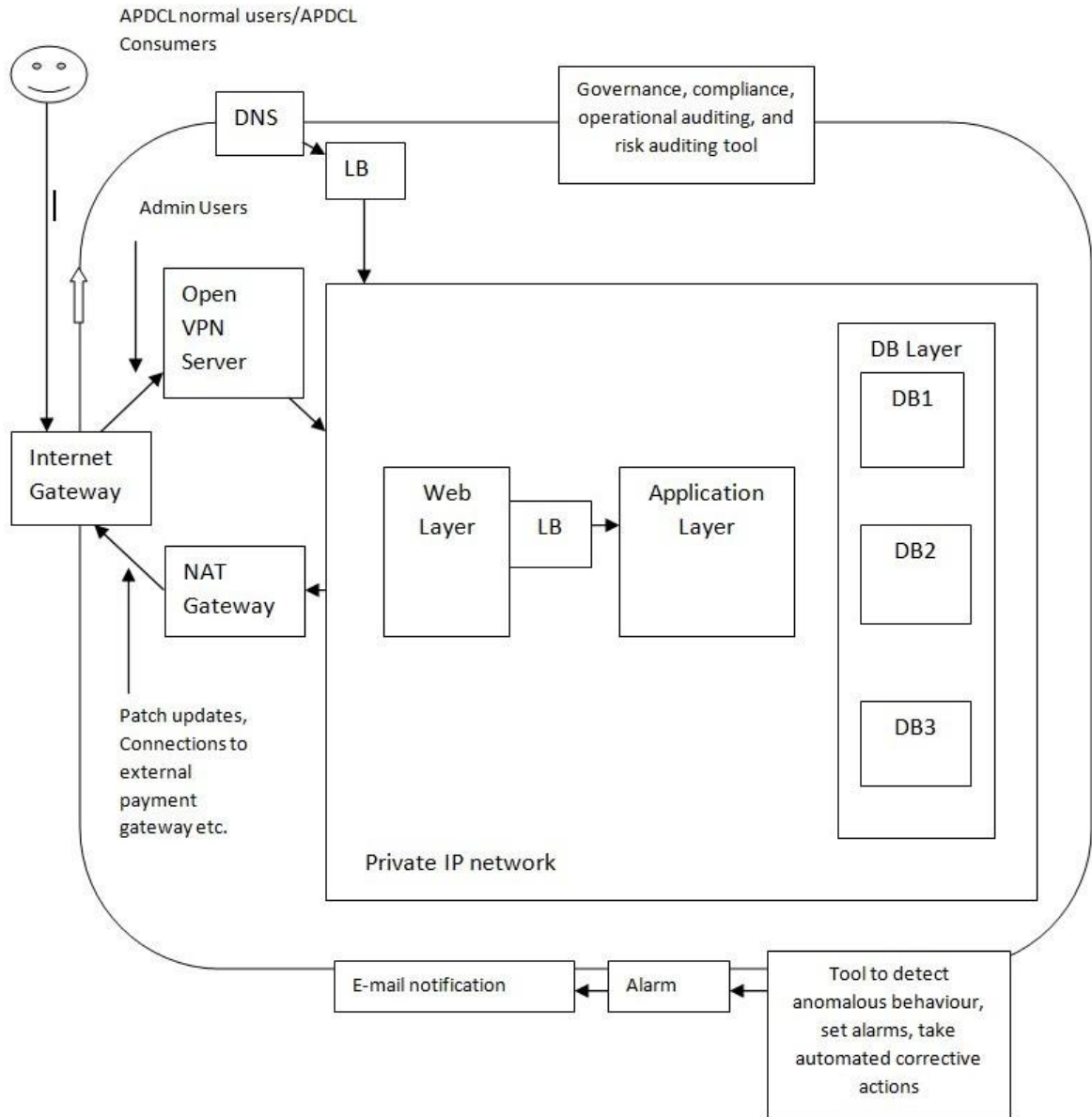
4.1.2. Objective

The project as mentioned above shall be deployed on the managed cloud infrastructure. In this context, APDCL aims at availing managed Cloud Computing Services for the Project in tandem with Cloud First policy of MeitY (Ministry of Electronics and Information Technology). The primary objective is to setup development, testing, production environments with disaster recovery for production environment on managed cloud that will enable APDCL to provide a sustained level of performance to its end stakeholders by provisioning the optimal compute / memory / storage capacities to begin with and having the ability to quickly scale up / down the capacities as per the workload requirements. APDCL also expects to gain cost efficiencies through the “pay-per-use” payment model so that APDCL pays only for the resources it consumes.

4.1.3. Proposed Architecture of the solution

- 4.1.3.1. The concerned application has been developed using Java Spring Boot and the database shall be MariaDB. Separate MariaDB databases shall be created for each Sub-Division. The databases shall be accessed via common application server using multi tenancy property of Java. Multi-tenancy allows a single application instance to be served for multiple tenants (in this case Databases) on a single hosting Virtual Machine. Java Persistent APIs (JPA) are used to implement multitenancy with the help of the hibernate interfaces.

- 4.1.3.2. The overall architecture is 3-tier i.e. web, application and database (DB).
- 4.1.3.3. The solution shall be for 178 (One hundred and seventy eight) billing locations of APDCL. The DB instances will be separate for all billing locations.
- 4.1.3.4. The maximum number of concurrent users shall be expected to be 20,000 (Twenty Thousand). Daily data generation is estimated to be 1 Tera Bytes (TB).
- 4.1.3.5. The overall desired architecture is given below-



As presented above, the desired features are given below-

- 1) Web, application and DB layer shall be in private subnet. VPN shall be in public subnet.
- 2) APDCL normal users as well as APDCL consumers shall connect to the system via domain, DNS and LB (Load Balancer). LB SSL certificate shall be mapped to the domain.
- 3) APDCL admin users shall access the system through VPN.
- 4) Development and test environments of application and DB shall be kept in private subnet.

4.1.4. Environment Requirements

- a) The Bidder shall be responsible for provisioning of required IT infrastructure in **Highly Scalable and High Availability Environment** for hosting APDCL IT Applications which are of critical in nature from the revenue point of view of the Company.
- b) The proposed landscape for the deployment of Centralized Billing System is
 - a. Dev, Test
 - b. Production with disaster recovery solution
- c) The above environments are to be deployed on the Cloud.
- d) The environment of cloud shall comply with the respective Empanelment Compliance Requirements published by Ministry of Electronics Information and Technology, Government of India
- e) The disaster recovery environment shall be used for seamless restoration of the system in case of a disaster. Disaster recovery environment shall be 100% replication of the production environment. APDCL, however, shall only pay for the resources used and shall not incur any expenditure for stand by environments. The following points may be noted:
 - i. All servers (DC and DR) shall be in High Availability mode.
 - ii. Nature of replication required between the DC and DR: asynchronous replication of data between Primary DC and DR.
 - iii. RPO should be less than or equal to 15 minutes and RTO shall be less than or equal to 2 hours.
 - iv. DR Database Storage as well the file storage shall be replicated on an ongoing basis and shall be available in full (100% of PDC) as per designed RTO/RPO and replication strategy. The DR storage should be 100% of the capacity of the Primary Date Centre (PDC) site.
 - v. In the event of site failover or switchover, DR site will take over the active role, and

all requests will be routed through that site. Application data and application states will be replicated between data centres so that when an outage occurs, failover to the surviving data centre can be accomplished within the specified RTO.

- f) The Bidder shall create a virtual environment for entire setup. The Bidder shall enable automatic scale-up and scale-down of services.
- g) The Bidder shall provide the detailed architectural diagram and other required diagrams i.e. network diagram etc.
- h) The Bidder shall be responsible for provisioning required compute infrastructure (server/virtual machines), storage, network resources for hosting APDCL IT applications. The Bidder shall be responsible for provisioning required infrastructure and managed services.
- i) The indicative compute requirements for the IT infrastructure are placed in Section 10 of this bid document.
- j) The Bidder shall be responsible for arrangement / provisioning of adequate Internet bandwidth at their Data Centre / Disaster Recovery Centre Facilities for smooth operation of the APDCL applications.
- k) The Bidder will be responsible for provisioning of requisite network infrastructure (including switches, routers and firewalls) to ensure accessibility of the system as per defined SLA's.
- l) The Bidder shall implement ITSM (IT Service Management) tool for handling incident management, handling service requests, problem management, change management etc. in relation to this project.
- m) The bidder shall put in place requisite mechanism to ensure high security standards to meet with various regulatory compliances.

4.1.5. Resource Management

- a) The Bidder shall adequately size the necessary compute, memory, and storage required, build redundancy into the architecture (including storage) and load balancing to meet the service levels.
- b) While the initial sizing & provisioning of the underlying infrastructure may be carried out based on the information provided in section 10 of this bid document, the Bidder, based on the growth in the user load (peak and non-peak periods; month-on- month increase), shall suggest APDCL to scale up or scale down the compute, memory, and storage as per the performance requirements of the solution.
- c) The infrastructure provisioned by the Bidder shall allow APDCL to add/reduce cloud resources on demand basis through a user-friendly dashboard in consultation with the Bidder.

4.1.6. Managed Services to be provided by the Bidder

The following managed services shall be provided by the Bidder to APDCL for this project:

- a) Operating System (OS) Management**

- 1) OS installation and configuration for monitoring and ITSM tool.
- 2) Local user and group management (create / modify / delete)
- 3) OS hardening.
- 4) Patch Management.
- 5) Memory and hardware configuration.
- 6) incident management, handling service requests, problem management, change management.
- 7) Response to alert generated by system or problem reported by APDCL.
- 8) Troubleshooting, root cause analysis, problem identification and resolution.
- 9) Log archival (local to system) - retention based on space availability.

b) Cloud Instance Management

- 1) Launch Virtual Machine instances from machine images.
- 2) Add/Edit Tags for the Virtual Machines
- 3) Change the instance type for the instances.
- 4) Create Virtual machines containing APDCL specific applications & associated configuration settings.
- 5) Change Termination Protection of an instance.
- 6) View / Change user data if requested by APDCL.
- 7) Change Shutdown behaviour.
- 8) Get system logs.
- 9) Configure the hostname for a Virtual Machine instance.

c) Storage Management

- 1) Attach a persistent volume from the instance.
- 2) Detach a persistent volume from the instance.
- 3) Force detach a persistent volume from the instance
- 4) Delete a volume.
- 5) Updating the Volume deletion with the instance.
- 6) Identify the volume attached to the instance.
- 7) Initiate the snapshot for a particular volume.
- 8) Create a raw Volume.
- 9) Updating the Provisioned IOPS for the instances.

- 10) Increasing the Size of existing volumes.
- 11) Launching a Volume from the snapshots.

d) Networking and security management

- 1) Change Security Groups associated with the instances.
- 2) Start/Stop/Terminate an instance.
- 3) Provisioning IP addresses for instances as per architecture.
- 4) Associating and de-associating IP addresses with instances.
- 5) Checking the Firewall settings of the instances.
- 6) Update the existing Security Group.
- 7) Creating, updating and deleting NACL (Network Access Control Lists).
- 8) Creating, updating and deleting route table.
- 9) Attaching and detaching a network interface.
- 10) Manage Private IP Address.
- 11) Creation of Network Interfaces.
- 12) Creating a Security Group.
- 13) Ensure that the cloud infrastructure and all systems hosted on it, respectively, are properly monitored for unauthorized activity.
- 14) Properly implementing anti-malware and host-based intrusion detection systems on their instances, as well as any required network-based intrusion detection systems.
- 15) Managing NAT gateway.
- 16) Managing OpenVPN server.

e) Load balancing

- 1) Creating Load Balancers.
- 2) Attaching/Detaching Subnets to the Load Balancers.
- 3) Updating the Health Check and listeners for the Load Balancers.
- 4) Adding/Deleting instances from the Load Balancers.

f) Auto Scaling

- 1) Creating a launch Configuration.
- 2) Choosing the machine image for the Launch configuration.
- 3) Creating an Auto-Scaling Policy.

g) Monitoring, usage reporting and billing management

- 1) Enable and disable detail monitoring of instances.
- 2) Implement, manage and facilitate use of tool to provide data and actionable insights to monitor applications, respond to system-wide performance changes, optimize resource utilization, and get a unified view of operational health. The tool must collect monitoring and operational data in the form of logs, metrics, and events, providing APDCL with a unified view of Cloud resources, applications, and services that run on Cloud Service Provider's infrastructure. APDCL shall be able to use the tool to detect anomalous behavior in environments, set alarms, visualize logs and metrics side by side, take automated actions, troubleshoot issues, and discover insights to keep APDCL applications running smoothly.
- 3) Implement, manage and facilitate use of tool that enables governance, compliance, operational auditing, and risk auditing of APDCL's account with the cloud service provider. The tool must enable APDCL to log, continuously monitor, and retain account activity related to actions across the Cloud Service Provider's infrastructure. The tool shall provide event history of APDCL's account activity. The event history shall simplify security analysis, resource change tracking, and troubleshooting.
- 4) The Bidder shall provide and implement tools and processes for monitoring the availability of assigned applications, responding to system outages with troubleshooting activities designed to identify and mitigate operational issues.
- 5) The Bidder shall provide and implement tools for reviewing the service level reports, monitoring the service levels and identifying any deviations from the agreed service levels.
- 6) The Bidder shall provide and implement tools for monitoring of service levels, including availability, uptime, performance, application specific parameters, e.g. for request rates, number of users connected to a service.
- 7) The Bidder shall provide and implement tools for detecting and reporting service level agreement infringements.
- 8) The Bidder shall provide and implement tools to track system usage and usage reports and for monitoring, managing and administering the monetary terms of SLAs and other billing related aspects. The tool must provide the relevant reports including real time as well as past

data/information/reports to validate the billing and SLA related penalties. The tool shall also provide access log reports.

h) Private IP network Management

- 1) Creating a Private IP Cloud.
- 2) Creating a single subnet.
- 3) Creating an Internet Gateway.
- 4) Attaching and detaching the internet gateway to/from Private IT network.

i) Database Management

- 1) Installing MariaDB on cloud instances.
- 2) Tailoring the configuration based on specific requirements.
- 3) Implement regular performance audits and tuning.
- 4) Implement upgrades, hotfixes and security patches.
- 5) Handle backups and data recovery.
- 6) Facilitate a tool to APDCL admin users (eg. Heidi SQL) for creating database objects (tables, indexes, triggers, procedures etc.)
- 7) Remote DBA team for monitoring the database and its infrastructure 24x7 to maintain availability and performance, and to ensure the database is secure and protected at all times.

j) User Management

- 1) Management of user in the OS level and firewall level will be taken care of by MSP.
- 2) Properly separates users by their identified roles and responsibilities, thereby establishing least privilege and ensuring that users have only the permissions necessary to perform their assigned tasks.
- 3) The solution needs to provide the ability for APDCL IT Administrators to automatically provision the services via a Web Portal (Self Provisioning), provide metering and billing to provide service assurance for maintenance & operations activities. Detailed user level or user group level auditing, monitoring, metering, accounting, quota and show-back information is to be offered by the Cloud Service Provider.
- 4) The Bidder should provide 24*7 Helpdesk support with Escalation Matrix.
- 5) The Bidder should provide training to APDCL nominated officials/personnel on usage of the Console and any other technical aspect for monitoring of APDCL applications. The training shall be initially for maximum of 1 (one) month. On introduction of new features, training on the same shall be provided to APDCL officers.

- 6) Create and maintain all the necessary technical documentation, design documents, standard operating procedures, configurations required to continued operations and maintenance of cloud services.

k) Disaster Recovery and Backup management

- 1) The Bidder shall provide business continuity and disaster recovery services to meet deadline as per the service levels. In case the primary environment goes down, the Bidder shall facilitate use of the DR environment for the services to be delivered without any effect on the performance.
- 2) The Bidder shall configure, schedule, monitor and manage backups of all the data including application and database but not limited to files, images and databases. Restoration from the backup shall be done on demand.

l) Backup Management

- 1) Automated backup (incremental snapshot and machine image) on daily basis.
- 2) Standard backup policy shall be implemented to make the data highly available.
- 3) Native backups to file storage. Native backups shall be made available to APDCL periodically.
- 4) Application logs shall be backed up in file storage.
- 5) Date retention period shall be of 7 (seven) years. However, APDCL may change the data retention period if the need arises. Backup management shall comprise of 100% backup of all data.

m) Migration of existing data to the new cloud set-up

- 1) APDCL is currently hosting all its application in the public cloud provided by M/s CyFuture India Pvt. Ltd. The Cloud architecture is like following: 5 nos. of Web Servers, 8 Nos. of Application Servers, 33 Nos. of Database Servers (DC) and 33 Nos. of Database Servers (DR) including Open VPN server as well as Dev test servers. The estimated data volume of data in these servers is around 5 TB (Tera bytes).
- 2) The Bidder has to submit a migration plan for transferring / cloning all the data available in these servers incl. all applications, database with 0% data loss to their proposed cloud set-up.
- 3) During the Proof of concept (PoC) of the proposed solution, the bidder shall have to demonstrate their proposed migration strategy.

n) Proof of concept (PoC)

- 1) The Bidders have to demonstrate their proposed solution to the ARMS Core IT Team, APDCL, 6th Floor, Bijulee Bhawan, Paltan Bazar, Guwahati-1. The bidder may setup the PoC environment at the bidder's proposed cloud setup. The PoC shall involve setting up of 2 (Two) MariaDB VMs, setting up of one web server VM with Apache HTTP server and setting up of one application server with Apache Tomcat along with Java Spring Boot by the bidder. The OS details shall be as per bid document. A total of 4(Four) databases shall have to be created in the MariaDB VMs by the bidder. The Bidder shall have to migrate test data to the databases from the existing test

databases maintained in the Cloud of existing CSP. APDCL team shall load applications in the web server VM and the application server VM to test the functionality of the set up. The bidder also has to demonstrate cloning of one web VM and one Application VM from the existing web and app VMs maintained in the cloud of the existing CSP. APDCL team shall provide necessary support to liaison with the existing CSP. They would also then need to demonstrate complete DC environment replication / synchronization (inclusive of all data and applications) to DR environment with a replication tool which shall be also mentioned in the bid. The PoC shall be completed during the technical evaluation of the bidders. The bidders whose PoC is not successful will be declared as non-responsive during technical evaluation and their price bids will not be evaluated.

4.1.7. Privacy and Security Safeguards

- a) Bidder shall ensure that the data is encrypted as part of a standard security process for highly sensitive content or choose the right cryptographic algorithms evaluating security, performance, and compliance requirements specific to the application and may choose from multiple key management options.
- b) The Bidder shall notify APDCL promptly in the event of security incidents or intrusions.
- c) The Bidder shall report forthwith in writing to APDCL regarding information security breaches by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Project's Data, facilities or Confidential Information.
- d) The Bidder shall treat information passed on to them under this project as classified. Such Information shall not be communicated / published / advertised by the Bidder to any person/organization without the express permission of APDCL.
- e) The Bidder shall provide a risk management plan as well as disaster recovery plan along with the bid.

4.1.8. Audit and Governance Requirement

- a) The Bidder shall implement the audit & compliance features to enable APDCL to monitor the provisioned resources, performance, resource utilization, and security compliance:
- b) APDCL shall be able to view the performance and availability of the cloud services being used, as well as alerts that are automatically triggered by changes in the health of those services.
- c) The Bidder shall facilitate event-based alerts and proactive notifications of scheduled activities such as any changes to the infrastructure powering the cloud resources.
- d) The Bidder shall facilitate system-wide visibility into resource utilization, application performance, and operational health through proactive monitoring (collect and track metrics, collect and monitor log files, and set alarms) of the cloud resources.
- e) The Bidder shall facilitate review of auto-scaling rules and limits.
- f) The Bidder shall maintain logs of all user activity. This is required to enable security analysis,

resource change tracking, and compliance auditing.

- g) The Bidder shall facilitate tool to discover all of the provisioned resources and view the configuration of each. Notifications shall be triggered each time a configuration changes, and APDCL shall be given the ability to dig into the configuration history to perform incident analysis.
- h) The Bidder shall facilitate monitoring of cloud resources with alerts to APDCL on security configuration gaps such as overly permissive access to certain compute instance ports and storage buckets, weak password policies etc.

4.1.9. The Bidder shall facilitate automated security assessment service that helps improve the security and compliance of applications deployed on cloud by automatically assessing applications for vulnerabilities or deviations from best practices. After performing an assessment, the tools should produce a detailed list of security findings prioritized by level of severity.

4.1.10. **Cyber Security**

4.1.11. The Bidder is required to submit Vulnerability Assessment and Penetration Test (VAPT) reports bi-yearly from a CERT-In empaneled auditor. Without these audit reports, no payment shall be released to the bidder.

4.1.12. Before operational acceptance of the system, the bidder has to submit latest VAPT audit report conducted by a CERT-In empaneled auditor during the last 1(One) year from the date of publishing the bid.

4.1.13. **Operational Acceptance of the System**

The following criteria shall be met before operational acceptance of the system:

- 4.1.13.1. All the Cloud environments, as per technical specifications mentioned this bid document, are set up in the proposed cloud environment.
- 4.1.13.2. Migration of all data from the existing CSP to the new CSP is completed in all respects including cloning / replication of web and app servers.
- 4.1.13.3. All monitoring tools as mentioned in this bid document are provided and demonstrated to the IT Core Team of APDCL.
- 4.1.13.4. Adequate training is provided to the IT Core team of APDCL on usage of the Console as well as tools and any other technical aspect for monitoring of APDCL applications.
- 4.1.13.5. Demonstration of the Disaster Recovery wherein in the event of site failover or switchover, DR site will take over the active role, and all requests will be routed through that site. Application data and application states will be replicated between data centres so that when an outage occurs, failover to the surviving data centre can be accomplished within the specified RTO.
- 4.1.13.6. The Operational Acceptance of the system shall be completed within 15 days from the date

of issue of LoA. After the operational acceptance of the system is completed, the contract period will start along with billing of all used resources from the 0th day. Before operational acceptance, no billing shall be done and APDCL will not pay for any resource usage during this period.

- 4.1.13.7. Failure of the successful Bidder to complete the Operational Acceptance of the System within the stipulated time shall constitute sufficient grounds for the annulment of the award and forfeiture of the Performance Security. In that event APDCL may award the Contract to the next successful Bidder whose offer is responsive and is determined by APDCL to be qualified to perform the Contract satisfactorily subject to Operational Acceptance of the offered system.

5. General Conditions of Contract:

5.1. Contract Documents

5.1.1 Subject to the order of precedence set forth in the BID DOCUMENT, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

5.2. Interpretation

In this Contract unless a contrary intention is evident:

5.2.1 APDCL and the bidder shall individually be referred to as “Party” and collectively as “Parties.”

5.2.2 Unless otherwise specified a reference to a clause number is a reference to all of its sub- clauses;

5.2.3 Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;

5.2.4 A word in the singular includes the plural and a word in the plural includes the singular;

5.2.5 A word importing a gender includes any other gender;

5.2.6 A reference to a person includes a partnership and a body corporate;

5.2.7 A reference to legislation includes legislation repealing, replacing or amending that legislation;

5.2.8 Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which has a corresponding meanings;

5.3. Incoterms

5.3.1 The meaning of any trade term and the rights and obligations of Parties there under shall be as prescribed by Incoterms.

5.3.2 EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids.

5.3.3 The version of Incoterms shall be Incoterms 2010.

5.4. Entire Agreement

5.4.1 This BID DOCUMENT constitutes the entire agreement as a part of the Contract between Parties supersedes all communications, negotiations and agreements (whether written or oral) of Parties with respect thereto made prior to the date of Contract.

5.4.1. Amendment

5.5.1 No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of both APDCL and the Bidder thereto.

5.4.2. Waiver

5.6.1 Subject to Clause 5.6.2 below, no relaxation, forbearance, delay, or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect, or restrict the rights of that Party under the Contract. Neither shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

5.6.2 The waiver by either Party of a breach or default of any of the provisions of this contract by the other Party shall not be interpreted as :

- a) A waiver of any succeeding breach of the same or other provision, nor shall any delay or omission on the part of the other Party to exercise; or
- b) A way to avail itself of any right, power, or privilege that it has or may have under this contract to operate as waiver of any breach or default by the other Party.
- c) Any waiver of a Party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

5.4.3. Severability

5.7.1 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract or the contract as a whole and the remaining provisions of the contract shall remain in full force and effect.

5.4.4. Language

5.8.1 The official language of the Contract is English. Contract as well as all correspondence and documents relating to the Contract exchanged by the Bidder and APDCL shall be written in English. Supporting

documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, the English translation shall govern.

5.8.2 The bidder shall bear all costs of translation to English and all risks of the accuracy of such translation. The Cloud service provider shall be bound to the English translation and what has been stated therein.

5.4.5. Notices

5.9.1 All notices and other communications under this contract must be in writing, and must either be e-mailed, mailed by registered mail with acknowledgement due or hand delivered with proof of it having been received.

5.9.2 If e-mailed, all notices shall be considered as delivered once they are successfully emailed. If mailed, all notices will be considered as delivered after 5 days, of the notice having been mailed. If hand delivered, all notices will be considered, when received by the Party to whom the notice is meant and sent for.

5.9.3 All notices under this contract shall be sent to or delivered to the nodal person as specified by the Parties.

5.9.4 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

5.4.6. Governing Law

5.10.1 The Contract shall be governed by and interpreted in accordance with the laws of the India. The Gauhati High Court and Courts subordinate to the Gauhati High Court shall have exclusive jurisdiction in respect of any disputes relating to the tendering process, award of Contract and execution of the Contract.

5.10.2 In all cases, this contract shall be governed by and interpreted in accordance with the Law of the Union of India. In this context, the expression 'Law' takes within its fold statutory law, Judicial Decisional Law, Delegated Legislation and relevant regulations as well.

5.4.7. Settlement of Disputes

5.11.1 APDCL and the bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

5.11.2 If the Parties fail to resolve such a dispute (the date of commencement

of the dispute shall be taken from the date when this clause reference is quoted by either Party in a formal communication clearly mentioning existence of dispute or as mutually agreed) or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either Party may require that the dispute be referred for resolution to the formal mechanisms specified in the BID DOCUMENT.

5.4.8. Corrupt Practices

5.12.1 APDCL requires all the parties involved in the work to observe the highest standard of ethics during the execution of the contract.

5.12.2 The following definitions apply:

“Corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;

“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

“Collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of APDCL, designed to influence the action of any party in a procurement process or the execution of a contract;

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

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

5.12.4 After the award of the contract if it comes to the knowledge of APDCL that the bidder has engaged in corrupt, fraudulent, collusive, or coercive practices at any stage, APDCL shall forthwith terminate the Contract as per the provisions of Section 5.32.

5.4.9. Scope of Work

5.13.1 The services to be provided by the Bidder to APDCL (the “Solution”) and details regarding the Functional Requirements, Minimum Technical Standards (MTS), Service Level Agreement (SLA) are provided in Section 4 and 10 of this BID DOCUMENT.

- 5.13.2 At the time of awarding the contract, APDCL may specify any change in the Scope of Work. Such changes may be due for example, if the quantities of related Services are increased or decreased at the time of award.
- 5.13.3 Unless otherwise stipulated in the Contract, the Scope of Work shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for comprehensive, successful and satisfactory implementation of the Solution as if such items were expressly mentioned in the Contract.
- 5.13.4 All related services to be performed under the Scope of Work shall first be documented, detailed, designed, and specified for approval of APDCL. The cloud service provider shall commence implementation of the Solution only after written dispatch approval/ clearance of APDCL.

5.4.10. Delivery

- 5.14.1 Subject to provision in Section 5.31, the implementation of the Solution by the bidder shall be in accordance with the Implementation Program/Schedule as mentioned in Section 8 of this BID DOCUMENT.

5.4.11. Bidder's Responsibilities

- 5.15.1 The Bidder shall successfully implement the Solution as per the Scope of Work, Functional Requirements, Minimum Technical Standards (MTS), Service Level Agreement (SLA) mentioned in this BID DOCUMENT.

5.4.12. APDCL's Responsibilities

- 5.16.1 The CGM(PP&D) of APDCL shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Cloud service provider.
- 5.16.2 CGM(PP&D) of APDCL shall approve all such documents within 30 working days.
- 5.16.3 APDCL may provide on Bidder's request, particulars/ information / or documentation that may be required by the bidder for proper planning and execution of Scope of Work under this Contract.

5.4.13. Contract Price

- 5.17.1 The Contract Price shall be as specified in the Contract subject to any additions and adjustments thereto, or deductions there from, as may be

made pursuant to the Contract.

5.17.2 Prices charged by the bidder for the Solution performed under the Contract shall not vary from the prices quoted by the bidder in its Bid, with the exception of any price adjustments authorized in the BID DOCUMENT.

5.17.3 Prices shall not be subject to any upward/downward revision on any account whatsoever throughout the period of contract. Provided that any revision in taxes, statutory levies, duties which is not occasioned due to any change in place, method and time of supply or non-performance/ non- fulfillment of any condition of any exemption considered by the vendor at the time of proposal, shall be considered for price adjustments.

5.4.14. Taxes and Duties

5.18.1 The bidder shall be required to show separately the applicable rate and amount, of the Goods & Service Tax (GST) or other applicable indirect taxes in respect of the execution of the composite Turnkey works contracts, in their quoted bid price and APDCL would not bear any separate liability on these accounts. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, APDCL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and APDCL will have right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side.

APDCL shall deduct such taxes at source at applicable rates from time to time in accordance with direct and indirect taxation laws and will issue Tax Deducted at Source (TDS) Certificate to the bidder thereafter. The bidder shall provide a copy of all paid tax challans to APDCL for record.

5.4.15. Intellectual Property

5.19.1 The bidder shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep APDCL indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or its personnel during the course of performance of the Related Services. In case of any infringement by the Bidder, the Bidder shall have sole control of the defense and all related settlement negotiations.

5.4.16. Confidential Information

- 5.20.1 The Bidder shall execute non-disclosure agreements with APDCL with respect to migration and hosting of all the applications/websites. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
- a) Information already available in the public domain;
 - b) information which has been developed independently by the Service Provider;
 - c) Information which has been received from a third party who had the right to disclose the aforesaid information; Information which has been disclosed to the public pursuant to a court order.
- 5.20.2 The Bidder will be permitted to obtain APDCL data only to deliver the services and the Bidder will be prohibited from using APDCL data for any other purpose.
- 5.20.3 The provisions of this Section 5.20 survive completion or termination, for whatever reason, of the Contract.

5.4.17. Subcontracting

- 5.21.1 The Bidder shall not be permitted to subcontract its obligations under the Contract with APDCL.

5.4.18. Conflict of Interest

- 5.22.1 The Bidder shall not engage, and shall cause their Personnel no to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 5.22.2 APDCL considers a conflict of interest to be a situation in which a Party has interests that could improperly influence that Party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice.
- 5.22.3 The Bidder for APDCL cannot participate in the bidding process or be appointed as a consultant or a third-party inspection agency for the same Project.
- 5.22.4 If the Bidder is found to be involved in a conflict of interest situation with regard to the present assignment, the Utility may choose to terminate this contract as per Section 5.32 of this BID DOCUMENT.

5.4.19. Specifications and Standards

- 5.23.1 Technical Specifications:
The Bidder shall ensure that the related Services comply with the

technical specifications and other provisions of the Contract.

5.23.2 The Related Services under this Contract shall conform to the standards mentioned in the Scope of Work.

5.23.3 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Scope of Work. During Contract execution, any changes in any such codes and standards shall be applied only after approval by APDCL.

5.4.20. Inspections and Tests

5.24.1 The Bidder shall at its own expense and at no cost to APDCL carry out all such tests and/or inspections of to ensure that the Related Services are complying with the functional parameters, codes and standards specified in the Scope of Work, to the satisfaction of APDCL.

5.24.2 The Bidder shall provide APDCL with a report of the results of any such test and/or inspection.

5.24.3 APDCL may reject any Related Services or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Bidder shall rectify such related services or parts thereof or make alterations necessary to meet the specifications at no cost to APDCL, and shall repeat the test and/or inspection, at no cost to APDCL.

5.4.21. Penalty

5.25.1 The Bidder is liable to APDCL for payment of penalty as specified in the Service Level Agreement in Section 10 of this bid document

5.4.22. Liability/ Indemnity

5.26.1 The Bidder hereby agrees to indemnify APDCL, for all conditions and situations mentioned in this clause, in a form and manner acceptable to APDCL. The Bidder agrees to indemnify APDCL and its officers, servants, agents (“APDCL Indemnified Persons”) from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- a) any negligence or wrongful act or omission by the Bidder or its agents or employees or any third Party associated with Bidder in connection with or incidental to this Contract; or
- b) Any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Goods and Related Services or any part thereof.

- 5.26.2 The Bidder shall also indemnify APDCL against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits
- 5.26.3 Without limiting the generality of the provisions of this Clauses 5.26.1 and 5.26.2, the Bidder shall fully indemnify, hold harmless and defend APDCL Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which APDCL Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Goods, Related Services, information, design or process supplied or used by the Bidder in performing the Bidder's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Bidder shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Related Services, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Bidder shall promptly make every reasonable effort to secure for APDCL a license, at no cost to APDCL, authorizing continued use of the infringing work. If the Bidder is unable to secure such license within a reasonable time, the Bidder shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.
- 5.26.4 Survival on Termination: The provisions of this Section 5.26 shall survive Termination.

5.4.23. Defense of Claims

- 5.27.1 If any proceedings are brought or any claim is made against APDCL arising out of the matters referred to in Section 5.26, APDCL shall promptly give the Bidder a notice thereof, and the Bidder may at its own expense and in APDCL's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.
- 5.27.2 If the Bidder fails to notify APDCL within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then APDCL shall be free to conduct the same on its own

behalf.

5.27.3 APDCL shall, at the Bidder's request, afford all available assistance to the Bidder in conducting such proceedings or claim, and shall be reimbursed by the Bidder for all reasonable expenses incurred in so doing.

5.4.24. Limitation of Liability

5.28.1 Except in cases of gross negligence or willful misconduct:

- a) Neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Bidder to pay liquidated damages to the APDCL; and
- b) The aggregate liability of the Bidder to APDCL, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Bidder to indemnify APDCL with respect to patent infringement.

5.4.25. Change in Laws and Regulations

5.29.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India where the site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly increased or decreased, to the extent that the Bidder has thereby been affected in the performance of any of its obligations under the Contract.

5.4.26. Force Majeure

5.30.1 The Bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

5.30.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Bidder. Such events may include, but not be limited to wars or revolutions, earthquake, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

5.30.3 If a Force Majeure situation arises, the Bidder shall promptly and no later than seven (7) days from the first occurrence thereof, notify APDCL in writing of such condition and the cause thereof. Unless otherwise directed by APDCL in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

5.30.4 The decision of APDCL with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Bidder.

5.4.27. Change Orders and Contract Amendments

5.31.1 APDCL may at any time order the Bidder through Notice to make changes within the general scope of the Contract in any one or more of the following:

- a) Specifications for hardware, software;
- b) The Services to be provided by the Bidder.

5.31.2 If any such Change Order causes an increase or decrease in the cost of, or the time required for, the Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Bidder's receipt of APDCL's Change Order.

5.31.3 No variation or modification of the terms of the contract shall be made except by written amendment signed by the Parties.

5.4.28. Termination

5.32.1 Termination for Default:

5.32.1.1 APDCL may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Bidder, terminate the Contract in whole or in part:

- a) if the Bidder fails to deliver any or all of the services within the period specified in the Contract; or
- b) if the Bidder, in the judgment of APDCL has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in Section 5.12, in competing for or in executing the Contract;
or

- c) if any representation made by the Bidder in the proposal is found to be false or misleading; or
- d) if the Bidder commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as APDCL in its absolute discretion decide) provided in a notice in this behalf from APDCL; or
- e) as specified in the Service Level Agreement.

5.32.1.2 In the event APDCL terminates the Contract in whole or in part, pursuant to 5.32.1.1, APDCL may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered or not performed, and the Bidder shall be liable to APDCL for any additional costs, Services for such similar Related Services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

5.32.2 Termination for Insolvency: APDCL may at any time terminate the Contract by giving Notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to APDCL.

5.32.3 Termination for Convenience:

5.32.3.1 APDCL, by Notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for APDCL's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

5.32.4 Consequences of Termination: Upon Termination of the Contract, the Bidder shall:

5.32.4.1 Prepare and present a detailed exit plan within five (5) calendar days of termination notice receipt to the CGM(PP&D) of APDCL ("Exit Plan").

5.32.4.2 The CGM(PP&D) of APDCL and along with designated team will review the Exit plan. If approved, Bidder shall start working on the same immediately. If the plan is rejected, Bidder shall prepare alternate plan within two (2) calendar days. If the

second plan is also rejected, APDCL will provide a plan for Bidder and it should be adhered by in totality.

5.32.4.3 The Bidder and the Authorized Personnel from APDCL will sign

a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.

5.32.4.4 The Exit Plan shall ensure the following-

- a) Migration of the VMs, data, content and any other assets to the new environment or on alternate Bidder's offerings and ensuring successful deployment and running of the Government Department's solution on the new infrastructure by suitably retrieving all data, scripts, software, virtual machine images, and so forth to enable mirroring or copying to Department supplied industry standard media
- b) Ensure that all the documentation required for smooth transition including configuration documents are kept up to date
- c) Retain the data at the end of the agreement (for a maximum of 45 days beyond the expiry of the Agreement). The cost for retaining the data is to be provided by the Bidder.
- d) Once the exit process is completed, the Bidder shall remove the data, content and other assets from the cloud environment and destroy the VM, Content and data of the APDCL.
- e) Ensure that all the documentation required by the APDCL for smooth transition are kept up to date and all such documentation is handed over to the APDCL during regular intervals as well as during the exit management process.
- f) Support and assist APDCL for a period of three months so that APDCL is able to successfully deploy and access the services from the new environment.
- g) Train and transfer the knowledge to the APDCL IT team to ensure similar continuity and performance of the Services post expiry of the Agreement.

5.4.29. Assignment

5.33.1 The Bidder shall not assign, in whole or in part, their obligations under this Contract to any third party.

5.4.30. Disclaimer

5.34.1 APDCL reserves the right to share, with any consultant of its choosing, any resultant Proposals in order to secure expert opinion.

5.34.2 APDCL reserves the right to accept any proposal deemed to be in the best interest of APDCL.

5.4.31. Public Disclosure

5.35.1 All materials provided to APDCL by the Bidder are subject to the prevailing public disclosure laws such as Right To Information (RTI) Act'2005, etc.

5.35.2 The Bidder's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless APDCL first gives the Bidder its written consent.

5.4.32. SLA Audit

5.36.1 A designated team/ person from APDCL will review the performance of Bidder against the SLA each quarter. The review/ audit report will form basis of any action relating to imposing penalty on or breach of contract of the Bidder.

5.4.33. Non-Solicitation of Staff

5.37.1 For the purpose of this BID DOCUMENT and Contract, all Parties to this Contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other Party to leave without the consent of the other during the term of this agreement and for an additional period of 180 days after termination.

5.4.34. Survival

5.38.1 The clauses of this contract, which by nature are intended to survive termination of this contract, shall remain in effect after such termination.

5.4.35. Location of data

a) The Bidder shall ensure that **all services including data will reside in India.**

b) The location of the data (text, audio, video, image files, drawing files, GIS files, pdf, and any compressed data and software (including machine images), that are provided to the Bidder for processing, storage or hosting by the Bidder in connection with APDCL's account and any computational results that an APDCL's or any end user derives from the foregoing through their use of the Bidder's services) shall be as per the terms and conditions of the Empanelment of the Bidder with Ministry of Electronics Information and Technology (MeitY) and STQC audit certificate.

6. Payment Terms:

- 6.1 The Contract Price shall be paid in the manner specified in the BID DOCUMENT. No invoice for extra work/ change order on account of change order will be submitted by the Bidder unless the said extra work/ change order has been authorized/ approved by APDCL in writing.
- 6.2 The Payment shall be made only on the basis of actual pay per usage as per the relevant unit price quoted by the selected bidder.
- 6.3 The Bidder's request for payment shall be made to Chief General Manager (PP&D), APDCL in writing, accompanied by invoices in triplicate, describing, as appropriate, the relevant component of the Solution performed, accompanied by all sign off documents by relevant APDCL officials as well as any other reports / documents as mandated by APDCL.
- 6.4 All payments shall be made by APDCL in favour of the Bidder
- 6.5 The release of payments shall as per the Payment Schedule given below, where the payments shall be made for measured deliverables and outputs on acceptance by APDCL.
- 6.6 Payments shall be made promptly by APDCL, no later than thirty (30) days after submission of an invoice completed in all respect, and admission by APDCL. APDCL shall be entitled to delay or withhold the payment of a disputed invoice or part of it delivered by Bidder, when APDCL disputes such invoice or part of it, provided that such dispute is bonafide.
- 6.7 If the Bidder is liable for any penalty as per the SLA (mentioned in Section 10 of this bid document), the same shall be adjusted from payments due to the Bidder.
- 6.8 If any excess payment has been made by APDCL due to difference in quoted price in proposal and Bidder's invoice, APDCL may without prejudice to its rights recover such amounts by other means after notifying the Bidder or deduct such excess payment from any payment subsequently falling due to the Bidder.
- 6.9 The currency in which payment shall be made to the Bidder under this contract is Indian Rupees (INR).

7. Performance Security

- 7.1 The Selected Bidder shall, within twenty one (21) days from the date of issue of the Letter of award, provide a Performance Security amounting to 3% of the Contract Value in line with Finance Ministry, Govt. of India's Office Memorandum vide No. F.9/4/2020-PPD dtd. 12.11.2020 (Estimated Contract value calculated for 1 (One) year based on rates quoted by the L1 bidder) for the due performance of the Contract in the amounts and currencies specified in the BID DOCUMENT, in the form of A/C payee DD/Banker's Cheque (which is non-refundable)/Bank Guarantee duly pledged in favour of "APDCL, payable at Guwahati".
- 7.2 The Performance Security will be valid for 26 (Twenty-Six) months from date of issue of LoA.
- 7.3 Payments (if any) shall be made to the Bidder only after receipt of the Performance Security by APDCL.
- 7.4 APDCL shall, at its sole discretion, invoke the Performance Security and appropriate the amount secured there under, in the event that the Bidder commits any delay or default in the implementation of the Solution during the entire contract period of one year or commits any other breach of the terms and conditions of the Contract.
- 7.5 The Performance Security shall be discharged by APDCL and returned to the Bidder not later than thirty (30) working days following the date of completion of the Bidder's performance obligations under the Contract, including all obligations, unless specified otherwise in the BID DOCUMENT.
- 7.6 In case of any increase in the scope of services to be provided by the Bidder to APDCL upon APDCL's request, the Bidder shall submit additional Performance Security (the amount shall be intimated by APDCL as and when applicable) in the form of A/C payee DD/Banker's Cheque (which is non-refundable)/Bank Guarantee duly pledged in favour of "APDCL, payable at Guwahati".
- 7.7 APDCL may request the Bidder to extend the validity of the Performance Security in case of unavoidable circumstances as deemed by APDCL.

8. Project Implementation Period

- 8.1. The entire project duration is 24 (Twenty-Four) months from the date of operational acceptance of the system. However, APDCL reserves the right to extend the services for another 2 (Two) years, at the same rate at which contract was awarded or as per mutually agreed terms and conditions, based on satisfactory performance of the bidder during the entire duration of the project.
- 8.2. Timeline for the Project:
 - 8.2.1. Issue of letter of award: 0th Day
 - 8.2.2. Start of environment setup and migration process including operational acceptance:
Max. 15 (Fifteen) days from the date of LoA
 - 8.2.3. Submission of performance bank guarantee: 21 (Twenty-One) Days from the date of issue of LoA
 - 8.2.4. Signing of contract agreement: 30 (Thirty) Days from the date of issue of LoA
 - 8.2.5. Start of recurring billing: From the 0th day after operational acceptance of the system.
- 8.3. All other terms and conditions as mentioned in the “General Conditions of Supply and Erection” of APDCL unless in contravention of the above conditions will remain in force.
- 8.4. Notwithstanding anything stated herein under, APDCL reserves the right to assess the capacity and capability of the bidder to execute the work, should the circumstances warrant such assessment in the overall interest of APDCL.

9. Qualification Criteria and Document Checklist

The Eligibility Criteria described below shall determine Bidder Qualification:

9.1. Bids may be submitted by qualified individual firm provided they can be classified as one of the following:

9.1.1. A single firm that on its own meets all the qualification requirements as mentioned in the Section-“Technical Requirements” and “Financial Requirements” below.

9.1.2. The MSP or the CSP or the Data Centre facility provider where the CSP has its Cloud, shall not be blacklisted or debarred by any of the Private/PSU/Central Govt/State Govt. or any other Organisation or agencies in India including APDCL / AEGCL/ APGCL. Also, both MSP / CSP & Data Centre facility provider should not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Private/PSU/Central Govt/State Govt. or any other Organization or agencies in India in the last 3 (three) years from the date of publication of bid document.

9.1.3. APDCL may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the contract within stipulated completion period. This assessment shall inter-alia include (i) document verification; (ii) bidders work/manufacturing facilities visit; (iii) manufacturing capacity, details of works executed , works in hand, anticipated in future & the balance capacity available for present scope of works; (iv) details of plant and machinery, manufacturing and testing facilities, manpower and financial resources; (v) details of quality systems in place; (vi) past experience and performance; (vii) customer feedback; (viii) banker’s feedback etc. Utility/ Owner reserves the right to waive minor deviations if they do not materially affect the capability of the bidder to perform the contract.

9.2. Technical Requirements

Bid shall be submitted by an individual firm who shall meet the following Technical requirements:

9.2.1. Qualification Criteria for Managed Service Provider (MSP):

- i) The MSP shall be a single legal entity (fulfilling the qualifying criterion mentioned in this bid document) incorporated and registered in India under the Indian Companies Act 1956 or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008, barring those bidders with whom business is banned by the APDCL and the should have registered operational offices in India.
- ii) The MSP must have strength of at least 50 IT Professionals (data center /networking /system

administration/cloud services professionals/cloud security experts) on their payroll as on date of publication of this bid. At least 10 of these professionals must have experience (of minimum 3 years) in maintenance of cloud solution/ virtual server administration/ system administration, Virtualization, security, database administration etc. The selected bidder must maintain the requisite number of relevant professionals during the whole duration of the project to maintain this eligibility criteria. Quarterly report on manpower position must be submitted along with the invoices.

iii) The MSP should have successfully provided cloud services to at least 2 (Two) clients for minimum 1(One) year duration against each client from Central Govt /PSU/State Govt/Financial Institutions /Public or Private Utilities in the Electricity/Gas/Water sector in India in the last 5 (Five) years for total project value of minimum 1 (One) crores (inclusive of taxes) for all the projects combined during the last 5 (Five) years w.e.f. date of publication of this bid document.

iv) The MSP should compulsorily possess following certifications:

- ISO 27001:2013 for Information Security Management System

- ISO 9001:2008 / ISO 9001:2015 for Quality Management System

v) Specific Power of Attorney in favour of Authorised Signatory signing the bid and Board Resolution in favour of person granting the Power of Attorney (on Nonjudicial stamp paper of INR 100/- or such equivalent amount and document duly notarized), who shall sign the Contract Agreement.

vi) The MSP should have a Minimum Average Annual Turnover (CA certified) of at least **10 (Ten) Crores** in any three financial years within the last 5 (five) audited financial years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20).

vii) Net Worth of the MSP should be positive for last three (3) audited financial years i.e. 2017-18, 2018-19 and 2019-20 (CA certified).

9.2.2. Qualification requirement for Cloud Service Provider (CSP):

9.2.2.1. The CSP should have experience in India of executing at least one completed/ongoing project of DC/DR hosting on Cloud with at least 1 (One) year duration with minimum value of INR 5 (Five) Crores for any Government Institution during the last 5 years w.e.f. date of publication of this bid document.

9.2.2.2. The CSP shall be a single legal entity (fulfilling the qualifying criterion mentioned in this bid document) incorporated and registered in India under the Indian Companies Act 1956 or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 and should have been in operation in India, barring those bidders with whom business is banned by the APDCL.

9.2.2.3. The CSP shall be MeitY empaneled & STQC audited as per Ministry of

Electronics and Information Technology (MeitY) as on the last date of submission of the bid for Public Cloud and / or Government Community Cloud (GCC) as on the date of publication of bid document.

9.2.2.4. The MeitY empaneled & STQC audited CSP must be operating Data Centre(s)/ Disaster Recovery Centre(s) in India as on the date of publication of this NIT / bid document. The CSP should be able to provide both DC & DR services together without any limitations as per MeitY guidelines.

9.2.2.5. The CSP should possess all the below certifications which are valid as on the date of publication of bid document:

- a) ISO 27001:2013 certification
- b) ISO 9001:2008 / ISO 9001:2015 for Quality Management System
- c) ISO/IEC 27017:2015-Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology
- d) ISO 27018 - Code of practice for protection of personally identifiable information (PII) in public clouds
- e) ISO 20000-1:2011 / ISO 20000-1:2018 for Service management system requirements
- f) PCI DSS -compliant technology infrastructure for storing, processing, and transmitting credit card information in the cloud
- g) Conform to at least Tier III standard, certified under TIA 942 or Uptime Institute certifications by a 3rd party

9.2.2.6. The CSP should have registered operational offices in India.

9.2.2.7. The MeitY empaneled & STQC audited Cloud Service Provider should have facility to provide all variants of cloud service

- Infrastructure as a Service (IaaS),
- Platform as a Service (PaaS)
- Software as a Service (SaaS)
- Disaster Recovery as a service
- Dev / Test Environment as a Service (DevOps)

9.2.2.8. The proposed data center must be Tier III or above for better availability of cloud services. CSP should have accreditations relevant to security, availability, confidentiality, processing integrity, and / or privacy Trust Services principles SOC 1, SOC 2 and SOC 3.

9.2.2.9. The CSP should be present in any Quadrant in Gartner's Magic Quadrant or in any Wave in Forrester Waves for "Infrastructure as a service provider" in any of the

last 2 (Two) years from the date of publication of bid document. Copies of relevant reports showing the presence should be submitted along with the bid.

9.2.2.10. The MeitY empaneled & STQC audited Cloud Service Provider shall be compliant with IT Act 2000 (including Section 43A) and subsequent amendments

9.2.2.11. The MeitY empaneled & STQC audited Cloud Service Provider shall not be permitted to subcontract its obligations under the contract with APDCL.

9.2.3. Financial Requirements for Cloud Service Provider:

The CSP shall meet the following financial requirements:

9.2.3.1. Net Worth of the Cloud Service Provider should be positive for last three (3) audited financial years i.e. 2017- 18, 2018-19 and 2019-20 (CA certified)

9.2.3.2. Minimum Average Annual Turnover (CA certified) of the Cloud Service Provider in any three financial years within the last 5 (five) audited financial years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20) should be at least **INR 100 (Hundred) crores.**

9.2.4. The MSP must quote solution with one MeitY empaneled CSP only. The MSP must submit the Authorization letter from the CSP as part of Pre- qualification. Since the MSP will be evaluated on the proposed solution; they are not allowed to change the CSP post bid submission.

9.2.5. Managed Service Provider (MSP) and Cloud Service Provider (CSP) may be a single entity. In such case, Managed Service Provider shall qualify for both the Criteria i.e. “Qualification Criteria for the Managed Service Provider” and “Qualification Criteria for the Cloud Service Provider”.

9.2.6. Managed Service Provider (MSP) and Cloud Service Provider (CSP) may be different entity. In such case, Managed Service Provider shall qualify for “Qualification Criteria for the Managed Service Provider” and Cloud Service Provider (proposed by MSP) shall qualify for “Qualification Criteria for the Cloud Service Provider

9.2.7. In any of the cases above as mentioned Managed Service Provider shall be solely liable to and responsible for all obligations towards the performance of works/services/adherence to SLAs under the contract.

9.3. Document Checklist

Sl. No.	Document Requirement	Form of submission¹
1	Bid submission covering letter	On Official Letter Head of the bidder
2	EMD	As per NIT in online mode
3	Tender Processing Fees	As per NIT in online mode
4	Power of Attorney by the bidder authorizing an Individual designated representative for the bidder.	Non-judicial stamp paper of Rs. One Hundred only.
5	As mentioned in 9.2.1 Point (iii) & 9.2.2.1 under Qualifying Criteria and Document List section.	<ol style="list-style-type: none"> 1. Work/Purchase Orders for all projects indicating the project value 2. Satisfactory Performance certificate on client's official letterhead signed and sealed by not below the rank of DGM/SE/Joint Secretary/CTO, failing which, bidder shall provide self-certificate along with snapshot of client satisfaction email
6	As mentioned in 9.2.1 Point (vi) & (vii), 9.2.3.1 and 9.2.3.2 under Qualifying Criteria and Document List section.	CA Certified
7	Company Profile document	Self-Certification in bidder's official letterhead
8	As mentioned in 9.2.1 Point (i) and 9.2.2.2 under Qualifying Criteria and Document List section.	Copy of Registration / Incorporation Certificate / partnership deed
9	GSTN Certificate	Self-Attested Copy
10	PAN Card	Self-Attested Copy
11	As mentioned in 9.2.2.3 under Qualifying Criteria and Document List section.	Valid Letter of Empanelment / Certificate of Empanelment from MeitY along with STQC certificate
12	As mentioned in 9.1.2 under Qualifying Criteria and Document List section. (Non-Blacklisting)	Self-Certification in bidder's official letterhead
13	As mentioned in 9.2.2.5 under Qualifying Criteria and Document List section.	Copies of relevant certificates
14	As mentioned in 9.2.2.9	Copies of relevant certificates
15	As mentioned in 9.2.2.4 under Qualifying Criteria and Document List section.	Self-certification mentioning the location details of DC and DR
16	As mentioned in 9.2.2.7, 9.2.2.8	Self-Certification in bidder's official letterhead

¹ All documents shall be self-attested by the bidder with sign and seal

	and 9.2.2.10 under Qualifying Criteria and Document List section.	
17	Letter of consent by the bidder reviewing and agreeing to each element of the Bid	In bidder's official letterhead
18	Bill of quantities as per format	As mentioned in Annexure-4
19	As mentioned in 9.2.1. Point (ii) under Qualifying Criteria and Document list Section	Certificate from HR Head or CEO of the Company mentioning names of the professionals along with their professional qualification, relevant certification and employment duration in the Company
19	Compliance to the Technical Requirement Specifications (TRS)	In official letter head showing compliance against all technical requirement specifications as mentioned in Section 4 of this bid document
20	Project Proposal should contain the following documents: 1. Overall Cloud architecture including solution design 2. Project Management and Implementation Methodology and schedule 3. Migration Plan 4. Integration approach with other IT Infrastructure 5. Maintenance and Support for proposed solution 6. Risk Mitigation plan 7. Disaster Recovery Plan	In official letter head of the Company

10. System Sizing for managed cloud infrastructure and Service Level Agreement (SLA)

10. System Sizing Parameters:

- 10.1.** The system shall be set up for 178 (One hundred seventy-eight) MariaDB databases (version 10.4) hosted in 35 (Thirty-five) VMs as per the overall system architecture mentioned in Section 4. Data for 178 nos. of Billing locations shall be migrated to cloud MariaDB databases. One database VM shall be used for user authentication. Number of concurrent users (other than admin users including consumers who visit website) shall be expected to be 20,000 (Twenty Thousand)
- 10.2.** APDCL shall use one public domain initially.
- 10.3.** In consideration of the above requirements, the initial requirement shall be as given below-

Virtual Machines and Storage

Sl No	Item Description	Unit	Quantity
1	VM for Web Server (8 Core CPU, 32 GB RAM, CentOS 7 OS with latest version of Apache Web server installed)	No	Minimum 4 to be considered with Horizontal auto scaling capability
2	VM for Application Server (Minimum 16 Core CPU, 64 GB RAM, CentOS 7 OS)	No	Minimum 10 to be considered with Horizontal auto scaling capability
3	VM for Redis deployment (Minimum 8 Core CPU, 32 GB RAM, CentOS 7 OS)	No	Minimum 3 to be considered with Horizontal auto scaling capability
4	VM for Database Server (DC) (Minimum 8 Core CPU, 64 GB RAM, CentOS 7 OS).	No	Initially 35 numbers. Quantity shall increase with new applications roll out.

5	VM for Database Server (DR) (Minimum 4 Core CPU, 32 GB RAM, CentOS 7 OS).	No	Initially 35 numbers. Quantity shall increase with new applications roll out
6	VM for VPN Server (Minimum 2 Core CPU, 8 GB RAM, CentOS 7 OS with minimum 40 connected devices)	No	Minimum 1 to be considered with Horizontal auto scaling capability
7	VM for Dev/Test Application Server (Minimum 16 Core CPU, 64 GB RAM, CentOS 7 OS)	No	Minimum 2 to be considered with Horizontal auto scaling capability
8	VM for Dev/Test Database Server (Minimum 8 Core, 64 GB RAM, CentOS 7 OS)	No	Minimum 1 to be considered with Horizontal auto scaling capability
9	File Storage	GB	2 nos having Minimum 2 TB each with auto scalable to higher capacity if required
10	Block Storage for VMs	GB	128 GB per VM with scalable to higher capacity if required
11	Load Balancer	No	Minimum 1, auto scalable to more if required
12	NAT Gateway	No	1
13	DNS Service	No	1
14	Web Application Firewall	No	1
15	All Monitoring, usage reporting, ITSM and billing management tools	No	Per VM per month
16	Data going into the private IP Network	GB	16 TB estimated per month
17	Data going out from the private IP Network	GB	27 TB estimated per month
18	Replication tool for DC-DR Synchronisation	No	1
19	Any other tool	No	Based on requirement.
20	Managed Services (All managed services combined)	No	Per VM per month

10.4. Service Level Agreement (SLA)

10.4.1. Measurement and Monitoring

- 10.4.1.1. The SLA parameters shall be monitored on monthly basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of APDCL or an agency designated by them, then APDCL will have the right to take services from another Cloud Service Provider at the cost of existing Cloud Service Provider or/and termination of the contract.
- 10.4.1.2. The full set of service level reports should be available to APDCL on weekly/monthly basis or based on the project requirements.
- 10.4.1.3. The Monitoring Tools shall play a critical role in monitoring the SLA compliance and hence will have to be customized accordingly. The bidder shall make available the Monitoring tools for measuring and monitoring the SLAs. The bidder may deploy additional tools and develop additional scripts (if required) for capturing the required data for SLA report generation in automated way. The tools should generate the SLA Monitoring report in the end of every month which is to be shared with the APDCL on a monthly basis. APDCL shall have full access to the Monitoring Tools/portal (and any other tools/solutions deployed for SLA measurement and monitoring) to extract data (raw, intermediate as well as reports) as required during the project. APDCL and/or its nominated agency will also audit the tool and the scripts on a regular basis.
- 10.4.1.4. The measurement methodology/criteria/logic will be reviewed by APDCL
- 10.4.1.5. In case of default on any of the service level metric, the contractor shall submit performance improvement plan along with the root cause analysis for APDCL's approval.

10.4.2. Periodic Reviews

- 10.4.2.1. During the contract period, it is envisaged that there could be changes to the SLA, in terms of measurement methodology/logic/criteria, addition, alteration or deletion of certain parameters, based on mutual consent of both the parties, i.e. APDCL and the bidder.
- 10.4.2.2. APDCL and bidder shall each ensure that the range of the Services under the SLA shall not be varied, reduced or increased except by the prior written agreement of APDCL and the Cloud Service Provider in accordance with the Change Control Schedule.
- 10.4.2.3. The SLAs may be reviewed on an annual basis by APDCL in consultation with the bidder and other agencies as deemed fit by APDCL.

10.4.3. Penalties

Payments to the bidder shall be linked to the compliance with the SLA metrics laid down in this document.

10.4.3.1. The payment shall be linked to the compliance with the SLA metrics.

10.4.3.2. The penalty in percentage of the monthly Payment is indicated against each SLA parameter in the SLA table.

10.4.3.3. Penalties shall not exceed 100% of the monthly bill.

10.4.3.4. If the penalties exceed more than 50% of the total monthly bill, it will result in a material breach. In case of a material breach, the bidder shall be given a cure period of one month to rectify the breach failing which a notice of termination of contract may be issued by APDCL to the bidder.

10.4.4. SLA table

SI No	Service Level Objective	Measurement Methodology	Target/Service Level	Penalty
Availability/Uptime				
1.	**Availability/Uptime of cloud services Resources for Production environment (VMs, Storage, OS, network services, Security Components)	Availability (as per the definition in the SLA) will be measured for each of the underlying components (e.g., VM, Storage, OS, network services, Security Components) provisioned in the cloud and measured with the help of SLA reports provided by Bidder.	Availability for Each of the provisioned resources: >=99.9%	Default on any one or more of the provisioned resource will attract penalty as indicated below. <99.9% & >=99.5% (10% of the periodic payment)

				<99.5% (25% of the periodic Payment)
2	Availability of Critical Services (e.g., Register Support Request or Incident; User Activation/De Activation; User Profile Management; Access Utilization Monitoring Reports) over User/Admin Portal and APIs (where applicable)	Availability (as per the definition in the SLA) will be measured for each of the critical services over both the User / Admin Portal and APIs (where applicable)	Availability for Each of the critical services over both the User / Admin Portal and APIs (where applicable) >= 99.5%	Default on any one or more of the services on either of the portal or APIs will attract penalty as indicated below. <99.5% and >= 99% (10% of the Periodic Payment) <99% (20% of the Periodic Payment)
3	Availability of Regular Reports(e.g., Audit, Certifications,) indicating the compliance to the Provisional Empanelment Requirements.		15 working days from the end of the Quarter, if STQC issues a fresh certificate	5% of periodic Payment
Support Channels – Incident and Helpdesk for all infrastructure and managed services				

4	Response Time	Average Time taken to acknowledge and respond once a ticket/incident is logged through one of the agreed channels. This is calculated for all tickets/incidents reported Within the reporting month/period	95% within 15 minutes	<p><95% & >=90% (5% of the periodic Payment)</p> <p>< 90% & >= 85% (7% of the periodic Payment) < 85% & >= 80% (9% of the periodic Payment)</p>
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5	Time to Resolve -Severity 1	Time taken to resolve the reported ticket/incident from the time of logging.	For Severity 1, 98% of the incidents should be resolved within 30 minutes of problem reporting.	<p><98% &gt;=90% (5% of the periodic Payment)</p> <p>< 90% &gt;= 85% (10% of the periodic Payment)</p> <p>< 85% &gt;= 80% (20% of the periodic Payment)</p>
6	Time to Resolve -Severity 2,3	Time taken to resolve the reported ticket/incident from the time of logging.	95% of Severity 2 within 4 hours of problem reporting AND 95% of Severity 3 within 16hours of problem reporting.	<p><95% &gt;=90% (2% of the periodic Payment)</p> <p><90% &gt;=85% (4% of the periodic Payment)</p> <p><85% &gt;= 80% (6% of the periodic Payment)</p>

Vulnerability Management				
7	Percentage of timely incident report	Measured as a percentage by the number of defined incidents reported within a predefined time(1 hour) limit after discovery, over the total number of defined incidents in respect of the cloud service which are reported within a predefined period(i.e. month). Incident Response -Cloud Service Provider shall assess and acknowledge the defined incidents within 1 hour after discovery.	95% within 1 hour	<p><95% &gt;=90% (5% of the Periodic Payment)</p> <p><90% &gt;= 85% (10% of the Periodic Payment)</p> <p><85% &gt;= 80% (15% of the Periodic Payment)</p>
8	Percentage of Timely incident resolutions	Measured as a percentage of defined incidents against the cloud service that are resolved within a predefined time limit(month) over the total number of defined incidents to the cloud service within a Pre defined period. (Month). Measured from Incident Reports.	95% to be resolved within 1 hour	<p><95% &gt;=90% (5% of the Periodic Payment)</p> <p><90% &gt;= 85% (10%of the Periodic Payment)</p> <p><85% &gt;= 80% (15% of the Periodic Payment)</p>

9	Percentage of timely vulnerability corrections	<p>The number of Vulnerability corrections performed by the cloud service provider-Measured as a percentage by the number of Vulnerability corrections performed within a pre defined time limit, over the total number of vulnerability corrections to the cloud service which are reported within a pre-defined period (i.e. month, week, year, etc.).</p> <p>High Severity Vulnerabilities 30days</p> <p>- Maintain 99.95% service level</p> <p>Medium Severity Vulnerabilities- 90days</p> <p>- Maintain 99.95% Service level</p>	99.95%	<p>>=99% to <99.95% (10% the Periodic Payment)</p> <p>>=98% to <99% (20% of the Periodic Payment)</p> <p><98% (30% of the Periodic Payment)</p>
10	Percentage of timely vulnerability reports	<p>Measured as a percentage by the number of vulnerability reports within a predefined time limit, over the total number of vulnerability reports to the cloud service which are reported within a predefined period (i.e. month, week, year, etc.).</p>	99.95%	<p>>=99% to <99.95% (10% of the Periodic Payment)</p> <p>>=98% to <99% (20% of the Periodic Payment)</p> <p><98% (30% of the Periodic Payment)</p>

11	Security breach Including Data Theft/Loss/Corruption	Any incident wherein the system is Compromised or any case where in data theft/loss/corruption occurs (including internal incidents)	No Breach	For each breach/data Theft/data loss/corruption, penalty shall be levied as per following criteria. Any security/data theft/data loss/data corruption incident detected: INR 5 Lakhs. This penalty is applicable per incident. These penalties shall not be part of overall SLA penalties cap per defined period. In case of serious breach of security including inability to protect critical business information from Cyber Attacks, APDCL reserves the right to terminate the contract including possible debarment of the contractor from future business with APDCL.
12	Availability of SLA reports covering all parameters required for SLA monitoring within the defined time		1 working days from the end of every month	5% of periodic Payment
13	Migration of data to the new cloud set-up		72 Hours	2% of the quarterly invoice amount raised for the 1 st quarter after operational go-live for every 1-hour delay subject to maximum 50% of the cost for that quarter.

14	DC-DR synchronization drill at least once every 6 months	Complete replication of the DB VMs in DR Environment as per RTO and RPO defined in Clause No. 4.1.4 (e) (iii)	At least once every 6 (Six) months	10% of the periodic payment for failure to demonstrate successful replication.
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10.4.5. Severity Levels

Below severity definitions provide indicative scenarios for defining incident severity. However APDCL will define / change severity at the time of the incident or any time before the closure of the ticket based on the business and compliance impacts.

Severity Level	Description	Examples
Severity 1	Environment is down or there is a major malfunction resulting in an inoperative condition or disruption of critical business functions and requires immediate attention. A significant number of end users (including public users) are unable to reasonably perform their normal activities as essential functions and critical programs are either not working or are not available.	Non-availability of VM, No access to Storage, software or application or managed services
Severity 2	Loss of performance resulting in users (includes public users) being unable to perform their normal activities as essential functions and critical programs are partially available or severely restricted. Inconvenient work around is present or no workaround exists. The environment is usable but severely limited.	Intermittent network connectivity, severely slow Operation of Web/Application/DB production as well as dev/test instances
Severity 3	Moderate loss of performance resulting in multiple users (Includes public users) impacted in their normal functions.	

Definitions

- 1) “Availability” means the time for which the cloud services and facilities are

available for conducting operations on APDCL system hosted in cloud.

Availability is defined as:

$\{(\text{Scheduled Operation Time} - \text{System Downtime}) / (\text{Scheduled Operation Time})\} * 100\%$

“Scheduled operation time” means the scheduled operating hours of the System for the month.

2) Periodic Payment means Quarterly Payment

Annexures

Annexure 1. Format for sending query to APDCL

[Query may be sent via email to no.rapdrp.partb@gmail.com]

From:

[Reference No.]

[Address of the Bidder]

[Telephone No., Fax No., Email] [Date]

To:

The Chief General Manager (PP&D)
Assam Power Distribution Company Limited,
6th Floor, Bijulee Bhawan,
Paltanbazar Guwahati, Assam

Sub: Query.

Ref: Your Tender No. [Insert NIT No.] (the "BID DOCUMENT").

Dear Sir,

Please find below our query with respect to the BID DOCUMENT subject to the terms and conditions therein:

Sr.	BID DOCUMENT	Reference Clause No.	Page No.	Concise Query
1.				
2.				
3.				

Thanking you,

Sincerely yours,

[Insert Signature here] [Insert Name here] [Insert Designation here]

Annexure 2: Format of Covering Letter by bidder for submission of Bid

[Covering Letter shall be on the official letter head of the bidder] Reference No.]

[From:
[Address of the bidder] [Telephone No.,
Fax No., Email] [Date]

To:
The Chief General Manager (PP&D)
Assam Power Distribution Company Limited
6th Floor, Bijulee Bhawan, Paltanbazar Guwahati, Assam

Sub: Bid for Providing Cloud Services for Revenue Billing and Other Applications of APDCL

Ref: Your Tender No. [Insert NIT No.]

Dear Sir,

We, the undersigned..... [Insert name of the bidder] having read, examined and understood in detail the BID DOCUMENT for Providing Cloud Services for Revenue Billing Application and other applications of APDCL hereby submit our Bid comprising of Technical and Financial Bids.

1. We give our unconditional acceptance to the BID DOCUMENT including but not limited to all its instructions, terms and conditions, and formats attached thereto, issued by APDCL, as amended. In token of our acceptance to the BID DOCUMENT, the same have been initialed by us and enclosed to the Bid. We shall ensure that we shall execute such requirements as per the provisions of the BID DOCUMENT and provisions of such BID DOCUMENT shall be binding on us.

2. Fulfillment of BID DOCUMENT Eligibility
We undertake that we fulfill the Eligibility Criteria stipulated in the BID DOCUMENT

3. EMD & Tender Processing Fees
We have deposited online EMD and Tender Processing fees of Rupees Only (Rs.) via reference number _____

4. No Deviation
We have submitted our Financial Bid strictly as per terms and formats of the BID DOCUMENT, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.

5. Acceptance
We hereby unconditionally and irrevocably agree and accept that the decision made by APDCL in respect of any matter regarding or arising out of the BID DOCUMENT shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations with regard to fulfilling our obligations as per the BID DOCUMENT.

6. Familiarity with Relevant Indian Laws and Regulations
We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the BID DOCUMENT Documents, in the event of our selection as Selected Bidder. We further undertake and agree that all such factors as mentioned in the BID DOCUMENT have been fully examined and considered while submitting the Bid.

7. Contact Person
Details of the contact person representing us supported by the Power of Attorney prescribed in the BID DOCUMENT are furnished as under:

Name :
Designation :
Company :
Address :
.....
..... Mobile : Phone :
..... Fax :
Email :

8. We are submitting herewith the Technical Bid containing duly signed formats (duly attested) as desired by you in the BID DOCUMENT for your consideration.

9. We are also submitting herewith the Financial Bid in electronic form, as per the terms and conditions in the BID DOCUMENT.

10. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the BID DOCUMENT and subsequent communications from APDCL.

11. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the BID DOCUMENT and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

12. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one (1) year from the Bid Submission Deadline.

13. We confirm that we have not taken any deviation so as to be deemed non- responsive with respect to the provisions stipulated in the BID DOCUMENT.

14. We confirm that no order/ ruling has been passed by any Competent Court or Appropriate Commission against us in the preceding one (1) year from the Bid Submission Deadline for breach of any contract and that the Bid Security submitted by the us has not been forfeited, either partly or wholly, in any bid process in the preceding one (1) year from the Bid Submission Deadline.

Dated the [Insert date of the month] day of [Insert month, year] at
[Insert place]. Thanking you,

Sincerely yours,

[Insert Signature here] [Insert
Name here] [Insert Designation here]

Annexure 3: Format of Power of Attorney by the bidder authorizing an Individual as Designated Representative for the bidder.

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting Bids are required to follow the applicable law in their country.]

Know all men by these presents, we [Insert name and address of the registered office of the bidder] do hereby constitute, appoint, nominate and authorize Mr./Ms [Insert name and residential address], who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to TenderNo. (the "BID DOCUMENT") datedfor Providing Cloud Services for Revenue Billing and other applications of APDCL (the "Project") issued by the Assam Power Distribution Company Limited (APDCL), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which APDCL may require us to submit. The aforesaid attorney is further authorized for making representations to APDCL, and providing information / responses to APDCL, representing us in all matters before APDCL, and generally dealing with APDCL in all matters in connection with our Bid till the completion of the bidding process as per the terms of the BID DOCUMENT.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the BID DOCUMENT.

Signed by the within named [Insert the name of the executant company] through the hand of Mr.....duly authorized by the Board to issue such Power of Attorney dated this day of

Accepted

..... (Signature of Attorney)
[Insert Name, designation and address of the Attorney]

Attested

..... (Signature of the executant)
(Name, designation and address of the executant)

.....
Signature and stamp of Notary of the place of execution

Common seal of.....has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS:

1(Signature)

Name

Designation.....

2(Signature)

Name

Designation.....

Notes:

- The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).
- In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

Annexure 4: Format of bill of quantities (BoQ)

S.N.	Description of Work / Item(s)	Unit for billing
1.	<i>Virtual Machines (The prices must be inclusive of software licensing cost, if any)</i>	
1.02	VM for Web Server (8 Core CPU, 32 GB RAM , CentOS 7 OS with latest version of Apache Web server installed)	Per Month
1.03	VM for Application Server (16 Core CPU, 64 GB RAM , CentOS 7 OS) with Tomcat 9 installed)	Per Month
1.04	VM for Redis deployment (8 Core CPU, 32 GB RAM , CentOS 7 OS)	Per Month
1.05	VM for Database Server (DC) (8 Core CPU, 64 GB RAM , CentOS 7 OS) with Maria DB 10.4 installed	Per Month
1.06	VM for Database Server (DR) (4 Core CPU, 32 GB RAM , CentOS 7 OS) with Maria DB 10.4 installed	Per Month
1.07	VM for VPN Server (2 Core CPU, 8 GB RAM , CentOS 7 OS with minimum 40 connected devices)	Per Month
1.08	VM for Dev/Test Application Server (16 Core CPU, 64 GB RAM , CentOS 7 OS)	Per Month
1.09	VM for Dev/Test Database Server (8 Core CPU, 64 GB RAM , CentOS 7 OS)	Per Month
2.	<i>Storage and Network</i>	
2.01	File Storage	Per 100 GB Per Month
2.02	Block Storage for VMs	Per 128 GB Per Month
2.03	Load Balancer	Per 100 GB per Month
2.04	NAT Gateway	Per Month
2.05	DNS service	Per Zone Per Month
2.06	Web Application Firewall	Per Month
2.07	Data Transfer	
2.07.a	Data going in to the private IP network	Per 100 GB per Month
2.07.b	Data going out from the private IP network	Per 100 GB per Month
3.	<i>Managed Services and Monitoring tools</i>	
3.01	Managed services as mentioned in Section 4 of this bid document. (All Managed services combined)	Per VM per Month
3.02	All Monitoring, usage reporting, ITSM and billing management tools	Per VM per Month
3.03	Any other tool/item needed for smooth implementation of the project. (Name of the tool/item must be mentioned by the bidder)	Per VM per Month
3.04	Replication tool for DC-DR Synchronisation	Lumpsum (One time)
3.05	Migration cost	Lumpsum (One time)

Annexure 5: Quoted Prices for the Financial Bid

To be submitted online as per the BoQ

Annexure 6: Format of Performance Security to be provided by selected Bidder

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]

Reference No. Bank Guarantee No. Dated:

To

The Chief General Manager (PP&D)
Assam Power Distribution Company Limited
6th Floor , Bijulee Bhawan,
Paltanbazar Guwahati, Assam

Dear Sir,

WHEREAS..... [Insert name of the bidder] having its registered office at
[Insert address of the Bidder] (hereinafter, the “Contractor”), subsequent to participation in Tender No. dated (the “BID DOCUMENT”) issued by Assam Power Distribution Company Limited (“APDCL”) (hereinafter, the “Beneficiary”) for Providing Cloud Services for Revenue Billing and other applications of APDCL, have been issued the Letter of Award as the Selected Bidder.

And WHEREAS a Bank Guarantee for Rupees [Insert amount in words] (.....)
[Insert amount in figures] valid till..... [Insert date two years from the date of issue of this Performance Guarantee] is required to be submitted by the Contractor as per the terms and conditions of the BID DOCUMENT.

We,[Insert name of the Bank and address of the Branch giving the Bank Guarantee] having our registered office at [Insert address of the registered office of the Bank] hereby give this Bank Guarantee No..... [Insert Bank Guarantee number] dated[Insert the date of the Bank Guarantee], and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Beneficiary any officer authorized by it in this behalf any amount not exceeding Rupees [Insert amount in words] (.....) [Insert amount in figures]to the said Beneficiary on behalf of the Contractor.

We.....[Insert name of the Bank] also agree that withdrawal of the Bid or part thereof by the Bidder within its validity or non-submission of Performance Security by the Bidder within the stipulated time of the Letter of Award to the Bidder or any violation to the relevant terms stipulated in the BID DOCUMENT would constitute a default on the part of the Bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Bidder and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank upto and inclusive of [Insert the date of validity of the Bank]and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of the Bidder Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations

made, given, conceded with or without our knowledge or consent by or between the Bidder and the Beneficiary.

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rupees [To be inserted by the selected bidder] only. Our Guarantee shall remain in force till 26 (twenty six) months from the date of issue of this Performance Guarantee. Unless demands or claims under this Bank Guarantee are made to us in writing on or before 26 (twenty six) months and one month from the date of issue of this Performance Guarantee], all rights of the Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

[Insert the address of the Bank with complete postal branch code, telephone and fax numbers, and official round seal of the Bank]

Attested:

[Insert signature of the Bank's Authorized Signatory [Signature] (Notary Public)

Place:

Date:

.....

INSTRUCTIONS FOR SUBMITTING BANK GUARANTEE

1. Bank Guarantee to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.
2. The Bank Guarantee by Bidder shall be given from Nationalized Banks authorized by RBI.
3. The Banks shall be the recognized or notified by the Finance Department, Government of Assam from time to time.
4. The full address along with the Telex/Fax No. and e-mail address of the issuing bank to be mentioned.