



## नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लि.

(भारत सरकार का उधम)

**NORTH EASTERN ELECTRIC POWER CORPORATION LTD.**

(MINI RATNA, CATEGORY-I, GOVT. OF INDIA ENTERPRISE)

**Corporate Identity Number (CIN): U40101ML1976GOI001658**

**OFFICE OF THE EXECUTIVE DIRECTOR (CONTRACTS & PROCUREMENT)**

**Brookland Compound, Lower New Colony, Shillong-793003**

**Website: www.neepco.co.in, E-mail: contract@neepco.co.in**

**Ph: 91-364-2227784**

**CORRIGENDUM No. 2 dtd. 22/04/2021**

**Against**

**NIB No. 381 Dated 24/03/2021**

**NAME OF WORK:** Selection of Cloud Service Provider for Data Center (DC) and Disaster Recovery Center (DRC) on Government Community Cloud for hosting SAP ERP System along with managed services for a period of five (05) years

The following terms and conditions of the Bid Document stand amended as below:

Sl No	Clause Reference/ Number	Original clause	Amended clause
1	Sec-I, DNIB, Cl. 1.1	The scope of the project includes hosting of SAP S/4 HANA ERP solution on Government Community Cloud (GCC) in primary data center (DC) and secondary disaster recovery center (DRC) site.	Please read the amended clause as following: <i>"The scope of the project includes hosting of SAP S/4 HANA ERP solution on Government Community Cloud (GCC)/ Virtual Private Cloud (VPC) in primary data center (DC) and secondary disaster recovery center (DRC) site."</i>
2	3.1 Qualifying Requirements for Cloud Service Provider (CSP):  Project Implementation Experience	CSP should have executed at least 5 projects of DC/ DR with Cloud deployment with an order value of minimum INR 6.0 Cr each year hosted out of the proposed DC/ DR facility for a period of minimum 1 year. Out of these 5 projects, minimum 2 should be from any State/ Central Government Entity/ PSU within last 5 years from the date of tender submission.	Please read the amended clause as following: <i>"CSP should have executed at least 5 projects of DC/ DR with Cloud deployment with an order value of minimum INR 6.0 Cr each project hosted out of the proposed DC/ DR facility for a period of minimum 1 year. Out of these 5 projects, minimum 2 should be from any State/ Central Government Entity/ PSU within last 5 years from the date of tender submission."</i>
3	2.0 COMPLETION TIME/ PERIOD OF CONTRACT:	The entire infrastructure works (handover to NEEPCO after completion of all installation and configuration activities) as per the scope of contract should be completed within 30 (thirty) days from the date of issue of LOI. Thereafter the Contract period shall be for 5 (five) years from the commencement of operations	Please read the amended clause as following: <i>"The entire infrastructure works (handover to NEEPCO after completion of all installation and configuration activities) as per the scope of contract should be completed within 45 (forty-five) days from the date of issue of LOI. Thereafter the Contract period shall be for 5 (five) years from the commencement of operations"</i>



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Sl No	Clause Reference/ Number	Original clause	Amended clause
4	Price Schedule- I (FOR DC) D: Bandwidth Primary Site (DC)	Sl. No. 1) 50 Mbps MPLS NEEPCO Head Office to CSP DC Location	The Item Description to be read as follows: "20 Mbps Bandwidth requirement for replication from DC to DR"
5.	Detailed NIB: Cl. 5 Nature of bidders: Cl. 5.4	MSP should be duly authorized by the CSP which is being used for DC and DRC. MSP and CSP should meet respective QRs at Cl. 3.1 and 3.2 specified above	MSP should be duly authorized by the CSP which is being used for DC and DRC. MSP and CSP should meet respective QRs at Cl. 3.1 and 3.2 specified above. The MSP and CSP shall be jointly and severally responsible for successful execution of the contract. Such bidder to submit Form G (appended herewith as Annexure-III) in online bid and also hard copy alongwith other documents as specified in Cl. 13.5, Sec-II of bid document


The pre-bid Clarifications No. 1 to the bidders' queries is attached herewith.

The Cl. 14 of Sec-I, DNIB stands amended as below:

Last date and time for submission of online bids: 14:00 hrs on 05/05/2021

Data and time of online opening of Techno-commercial bids: 14:00 hrs. on 06/05/2021

All other terms and conditions shall remain unchanged.

  
22/04/2021

Chief General Manager(C)  
i/c Contracts and Procurement

**ANNEXURE-III**

**FORM G - DEED OF JOINT UNDERTAKING**  
(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTARISED)

DEED OF JOINT UNDERTAKING TO BE GIVEN BY THE CLOUD SERVICE PROVIDER ALONGWITH THE MANAGED SERVICE PROVIDER (CONTRACTOR) FOR ..... (Name of the work)

This DEED executed on this.....day of ..... Two thousand ..... by .....(Name of the Company), a company incorporated under the laws of ..... having its Registered Office at .....(hereinafter called "CLOUD SERVICE PROVIDER/ CSP", which expression shall include its successors, administrators, executors and permitted assigns) and ..... (Name of the Company), a company incorporated under the .....Act,....., having its Registered Office at ..... (hereinafter called "MSP/Bidder/Contractor" which expression shall include its successors, administrators, executors and permitted assigns) in favour of North Eastern Electric Power Corporation, a Company incorporated under the Companies Act, 1956, having its Registered Office at Shillong, Meghalaya (here-in-after called 'NEEPCO' or 'OWNER' which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Owner invited Bids for .....(Name of the work) vide its NIB No. 381 Dated 24/03/2021 AND WHEREAS ..... (MSP) has submitted bid bearing proposal No.....dated.....in respect of the above project against the Owner's above specifications.

AND WHEREAS, ..... (MSP) is entitled to bid as per the Instructions to Bidders contained in the Owner's conditions of contract, provided .....(MSP) and CSP give an undertaking that they shall be held jointly responsible and bound upto the owner for successful performance of the .....(Name of the work) with associated auxiliaries and accessories fully meeting the parameters guaranteed as per the bid Specifications, in the event the bid is accepted by the owner resulting in a contract (here-in-after called the 'CONTRACT')

NOW THEREFORE, THIS DEED Witnesseth As Under

1. That in consideration of the award of the Contract by the owner to .....we, the aforesaid CSP and Contractor will jointly be responsible in accordance with the contract to the owner for the successful performance of the complete ..... Name of the work) such that it fully meets the guaranteed parameters required as per the contract specification.

2. Without prejudice to the generality of the undertaking in paragraph 1 above, the method of achieving the objectives set forth in paragraph 1 above shall be as follows :

a) The CSP shall be required to furnish the critical components of the system as per their design and the advice and provide necessary technical assistance to ..... (MSP) for the .....Name of the work), their quality surveillance and performance testing as mutually agreed upon by the owner, Contractor and CSP. The CSP further shall depute their technical experts as mutually agreed upon between the owner, contractor(MSP) and CSP to facilitate the successful performance of the .....(Name of the work) as stipulated in the aforesaid Contract specification.

b) The contractor(MSP) will be responsible to execute the works and carry out the performance testing of the entire system under the Contract.

c) In the event CSP and Contractor(MSP) fail to demonstrate successful performance of the .....(Name of the work)as set forth in paragraph 1 above, the CSP and the Contractor(MSP) shall carry out the proper corrective measures at the Contractor(MSP)'s expense, and if necessary, shall provide corrected designs to the owner.

d) Implementation of the corrected designs and all other necessary corrective repairs, replacements or modifications to the .....(Name of the work)shall be the responsibility of the Contractor.

3. The CSP will be fully responsible for the quality of all works or if necessary, their repair or replacement, for incorporation in the ..... (Name of the work), and timely delivery as per the contract.

4. This deed of undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts in India shall have exclusive jurisdiction.

5. We, the contractor(MSP) and CSP, undertake not to revoke this Undertaking till the expiry of the Warranty period of the .....(Name of the work) under contract, and further stipulate that the undertaking herein contained shall terminate, upon satisfactory completion of such warranty period. We further agree that this Undertaking shall be without prejudice to the various liabilities of the Contractor(MSP), including the Contract Performance Guarantees as well as other obligations of the Contractor(MSP) the terms of the Contract.



6. That this Deed will form an integral part of the Contract awarded to the Contractor(MSP) on acceptance of the bid and shall be operative from the effective date of the Contract.

IN WITNESS WHEREOF, the CSP and the Contractor(MSP) have, through their authorised representatives, set their hands and seals on the day first mentioned above.

WITNESS(Name and Address)

(Signature)  
(Name)  
(Address)

CSP

(Signature)  
(Name)  
(Designation)  
(Common Seal of the Company)

WITNESS(Name and Address)

(Signature)  
(Name)  
(Address)

CONTRACTOR/MSP

(Signature)  
(Name)  
(Designation)  
(Common Seal of the Company)