

ITI Limited

Dooravani Nagar, Bangalore – 560016

<u>RFP for Leasing out of ITI New Data Center</u> <u>Colocation Rackspace</u>

Ref: ITIB/NewDC/RFP/2022-08

Dated: 12/08/2022

1.0 Introduction

ITI Limited, a Public Sector Undertaking (PSU) under Ministry of Communications & IT, Government of India, is a leading Telecom equipment manufacturer in India offering total Telecom solutions. It is also providing various Data Centre services to Govt, PSUs and Private customers. The major supplies of equipment are to the customers BSNL, MTNL, Defence and other PSUs. ITI has manufacturing units equipped with State-of-art manufacturing infrastructure and Marketing & Sales offices across the country.

ITI has been in Data Center business for more than 13 years. Now it has built a new Data Center with additional capacity of 1000 racks in terms of 6KVA racks with the DC farm (Rackspace) of 3800 sq.ft.

2.0 Background

Through this RFP, ITI Bangalore invites offers from interested parties (**Bidders**) to lease rack space for colocation services from ITI Data Centre as per details mentioned in table 1 with minimum guaranteed payment of lease charges & power charges to be paid as per actual consumption to ITI. The bidder can either use this rack space for his in-house colocation services, or resell to other legal end-customers with the Data Center Services as per list mentioned in **Annexure A**.

3.0 Tender details

ITI is willing to lease out maximum of 888 racks space to Bidder(s).

The interested parties are required to furnish general information as per **PART-A**, eligibility information as per **PART-B**, provide compliance to the technical requirements as per **PART-C** & submicommercials as per **PART-D**.

The **Bidders** shall submit their offer in two separate sealed envelopes as follows:

- $\circ~$ The first envelope on the Eligibility Compliance and Technical Offer shall contain the following:
 - Clause by clause compliance to PART A (General Requirements and Conditions) of the RFP including supporting documents.
 - Clause by clause compliance to PART B of the document (Eligibility Conditions) including submission of the documents sought as per clauses 1, 2, 3, 4, 5, 6 and 7 in PART B.
 - Clause by Clause compliance to PART C (Technical Requirements) including the supporting documents.

 The second envelope having Commercial Offer shall include a document giving compliance to the clauses of **PART D** and commercials as per the format given below as Table-1

Rack	Avg rack	Annual	Power	Power	No.of Racks	Total
space	space	charge	rate /kwh	consumption	proposed	Annual
charges	per 6kva	calculation		for 1 rack		charges
/sqft/yea	rack	for rack		(yearly)		offered
r		space		(conversion		
	(sqft)		(₹)	factor of kva to		(₹)
(₹)	(B)=32		(D)	kwh	(F)	(G)=(C+E)*
(A)		(₹)		considered 0.9)		F
		(C)=A*B		(₹)		
				(E)=6*0.9*24*		
				365*D		

Table 1.

The commercials will be opened only for the technically qualified bidders who will be intimated in advance.

The offer (in two separate sealed envelopes as stated above) shall be sent to:

Additional General Manager (IMM) Central Purchase ITI Limited, Bangalore - 560 016 Ph: +91 80-28503679 Email: avmurdeshwar_bgp@itiltd.co.in

So that it shall be received on or before 15.09.2022 3.00 PM.

For any clarifications, mail to datacenter@itiltd.co.in.

Any request for clarifications on the RFP may be sent to the above email ID on or before 08.09.2022

Procedure given below shall be adopted for evaluating Commercial quote from the technically eligible bidders for finalizing the partners.

Bench marking for space and power charges will be carried out by a board of ITI officers and kept in sealed envelope before opening of commercial bid. All the bidders, whose quotes are above the benchmarked rate, will be eligible for further evaluation to arrive at H1, H2 and so on.

4.0 RFP Summary

Summary of Important activities & dates

SI.No.	Activity	Date
1.	Last date for sending pre-bid queries	08-09-2022
2.	Pre-bid meeting & DC Site visit	09-09-2022 @
3.	Clarification to queries	12-09-2022 @
4.	Due date for bid submission	15-09-2022 15.00Hrs @
5.	Final price bid opening	Will be intimated later to the qualified bidders.
6.	RFP Cost (Non-refundable)	Rs.1,000 + GST 180 = Rs.1180. DD from any scheduled bank OR transaction details to be submitted along with technical bid. (#)
7.	EMD (Refundable after the RFP process)	Rs.2 Lakhs BG from any scheduled bank with validity period of 6 months OR DD from any scheduled bank OR online transfer details to be submitted along with the bid (#)

@ - In case of unplanned holiday, then the activity shall be rescheduled for the same time of next working day.

- The bids will be opened only for the bidders who have submitted these documents. Bids of others will be returned to the concerned bidders without opening the bids.

All payments should be on the name of "ITI Limited" payable at Bangalore through Cheque/DD or RTGS/NEFT as below: A/c: 36429021133 IFSC: SBIN0001438, MICR:560002016, SBI-Dooravani Nagar, Bangalore-560016 GST: 29AAACI4625C1ZVPAN: AAACI4625C

5.0 RFP DETAILS

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PART A – General Requirements and Conditions

a. <u>Offer Due Date & Opening</u>: The last date for receiving the offers at ITI is 15.00Hrs on 15/09/2022 and the offers would be opened at 10.30 AM on 16/09/2022.

- b. <u>Period of Validity of offer</u>: The offer shall remain valid for a period of at least 180 days from the due date of offer submission. Offers valid for a shorter period shall be rejected.
- c. <u>Late offer :</u> Any offer received after the prescribed timeline shall be rejected and shall be returned unopened to the **Bidder**.
- d. <u>Language of offers</u>: The offers prepared by the **Bidder** and all the correspondences and documents relating to the offers exchanged by the **Bidder**, shall be written in the English language.

e. Offer Evaluation:

i) Commercial bids will be opened only for the technically qualified bidders who will be intimated in advance.

ii) Bench marking for space and power charges will be carried out by a board of ITI officers and kept in sealed envelope before opening of commercial bid. All the bidders, whose quotes are above the benchmarked rate, will be eligible for further evaluation to arrive at H1, H2 and so on.

iii) The rates shall be offered without taxes. Applicable taxes will be calculated at the time of awarding the tender.

iv) The H1 rate will be finalized based on the total revenue projected for ITI over a period of time as per the format in Table2.

v) Detailed evaluation criteria explained in Table 2

vi) The tender will be awarded to more than one Bidder if any Rackspace available after allocation to H1 Bidder after the first right of refusal by H1 Bidder by matching with the rate of H1 Bidder and so on.

f. <u>Award of Contract:</u> ITI intends to lease its Data Centre facilities to Bidders on long term basis. After completing evaluation of the received offers, the highest bidder will be selected for award of contract. The tender may be awarded to more than one Bidder If any Rackspace is available after allocation to H1 Bidder. H2, H3 and similarly other bidders will be allotted remaining space after the first right of refusal by H1 Bidder by matching with the rate of H1 Bidder.

The lease period will be 4 years 11 months and further extendable on mutual consent. The locking period of agreement is Three years. The Bidder may terminate after the lock in period, if required, with 45 days prior notice to ITI.

g. <u>Authorized Signatory:</u> All certificates and documents received as part of the offer shall be signed by the Authorized Representative. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the **Bidder** shall be submitted if demanded by ITI.

- h. ITI reserves the right to suspend or cancel the RFP process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever. ITI reserves the right to reject any or all the tenders or to accept in part without assigning any reason therefore and ITI's decision in the matter will be final and binding on all the bidders.
- i. <u>Cost of RFP</u>: The **Bidder** shall bear all costs associated with the preparation and submission of its RFP, including cost of presentation for the purposes of clarification of the offer, if so desired by the ITI. ITI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process
- j. The **Bidder** shall be ready to give clarifications on any part of the offer to ITI.
- k. <u>Amendment to RFP:</u> At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective **Bidder**, modify the RFP document by an amendment. In order to provide prospective **Bidder** reasonable time in which to take the amendment into account in preparing their offers, ITI may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for RFP.
- I. <u>Disclaimer</u>: ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.

PART B – Eligibility Criteria:

The **Bidders** shall meet the following eligibility conditions:

(A) <u>General:</u>

- 1. The **Bidder** shall be a firm registered in India and should be in operation for at least last five years. The Bidder shall furnish a copy of the certificate of incorporation.
- 2. The **Bidder** should show a track record of being in the Data Centre and allied Data Centre services business for 3 years as mentioned in Annexure A.
- 3. The **Bidder** should be an **ISO-9001:2015** certified company for carrying out for the services as on the date of the RFP.
- 4. The **Bidder** should not have been black listed by any State Government/ Central Government/ PSU or a Corporation or any other Autonomous Organization of Central or State Government.

- 5. The Bidder should have human resources strength of minimum of 50 resources, out of which minimum 10 resources forming a strong marketing team with proper qualification and experience in Data Center products. The details of resources engaged by the Bidder are to be provided.
- (B) <u>Financial:</u>

1. The **Bidder** should have annual turnover of at least ₹ 5 Cr (Five Crores) per year exclusively in Data Centre services for the past 3 Financial Years. Copies of the audited financial reports shall be submitted along with the offer.

2. The Bidder should be a profit making company. Copies of the audited financial reports shall be submitted along with the offer.

3. The Bidder should have positive net-worth continuously for the last 3 financial years.

(C) Experience:

- Bidder should have experience of working with PSUs / Banks / Insurance companies/ Financial institutions and private sectors for different Data Center Services. Documentary proof to be furnished (experience certificate or work order copy) in support of their claim. Certificate of Performance from at least two (02) Service Provider / customer, to whom such services have been carried out, shall be submitted.
- 2. The **Bidder** should have been in the Data Centre and Allied Data Centre business as listed in Annexure A for at least past Five years. The **Bidder** shall furnish the details in support of these claims.
- 3. The presentation may be submitted along with the bid. The bidder shall have to present their marketing plans and roadmap to ITI team as part of technical evaluation. The date and time of presentation will be informed to the bidder well in advance.

Order	Racks
Single order	Amounting to a total of 50 racks OR
2 orders	Amounting to a total of 50 racks OR
3 orders	Amounting to a total of 60 racks

4. The Bidder should have executed successfully

PART C : Scope of the work

1. ITI DC Details

- (a) ITI has set up a 1000 racks space Tier-3 Data Center in its Bangalore plant premises. ITI is intending to handover the Colocation Data Centre Services on lease basis to interested and eligible bidders, who can take Colocation Services of ITI DC for their own use or extend to their end customers.
 - (b) Located at the ITI Data Center, ITI Ltd. Dooravaninagar, Bangalore 560016, India.
 - (c) The details of the rack spaces available is as below:

- > The rackspace are available in 5 floors in two buildings
- 888 rack spaces., with size of 600mm x 1000mm per Rack (Qty may change as per the availability at the time of bid finalization)
- > Alternate hot & cold aisles for effective cooling
- Any material change to the above lay-out shall be subject to the prior agreement of ITI; and, to the extent that any such change requires any material & labour, the cost thereof shall be borne by Bidder.

2. Other Support form ITI

The current NOC facility at ITI hosts around 40 Seater capacity. The shared NOC facility will be allotted by ITI on availability basis with additional cost to bidder from the date of this Term Sheet. Monthly rent of Rs.20,000 + GST per seat & 3 months security deposit are applicable. After 2 years, 10% increase in the basic rent is applicable. In addition, ITI shall also provide dedicated NOC support required by Bidder at the actual rate applicable.

- ITI will look after O&M only for BMS, Power, HVAC, AMC of the set up and also certifications.
- ITI will provide SLA as per Tier-3 standards.
- ITI will be responsible only for the issues arising due to O&M lapses.
- ITI will provide internet facilities based on the requirement on chargeable basis.
- ITI will provide any other services like Managed, cross connect, IP address etc., on chargeable basis.
- Minimum locking period will be for 3 years. Total contract period will be for 4 years and 11 months and renewable for another 4 years 11 months with 20% increase in the basic rate.
- Bidder will furnish a Security Deposit @ 3% of the total business value for the space occupancy for the entire period in the form of BG/ RTGS.

3. Supply & Installation of End Customer Equipment

Bidder can take the help from ITI for Installation of IT equipment with add on cost on case to case basis.

Part D: Commercials

The **Bidders** shall meet the following Commercial Conditions:

1. The commercials are to be submitted clearly by the Bidder as per the format in table-1 below. Please give the absolute figure on the rate offered to ITI.

Format for Commercial Bid:

Table-1

Rack	Avg rack	Annual	Power	Power	No.of Racks	Total
space	space	charge	rate /kwh	consumption	proposed	Annual
charges	per 6kva	calculation		for 1 rack		charges
/sqft/yea	rack	for rack		(yearly)		offered
r		space		(conversion		
	(sqft)		(₹)	factor of kva to		(₹)
(₹)	(B)=32		(D)	kwh	(F)	(G)=(C+E)*
(A)		(₹)		considered 0.9)		F
		(C)=A*B		(₹)		
				(E)=6*0.9*24*		
				365*D		
	32					

Terms & conditions:

- a. Taxes will be extra as applicable.
- b. H1 bidder, who is giving more business to ITI will be selected as Bidder for ITI DC business.
- c. H2 bidder will be allotted balance rackspace at H1 rate and selected as additional Bidder for ITI DC business after the first right of refusal of H1 bidder and so on.
- d. Agreement will be signed with selected Bidders within a month's period for the tenure of 4 years 11 months with minimum locking period of 3 (Three) years.
- e. Selected Bidder(s) immediately after signing the agreement shall submit the BG for the one year value of the business with validity of 4 years 11 months with claim period of one year.
- f. Bidders may start reselling their allotted DC space to their customers (of legally bound to company law of the country) immediately after the agreement.
- 2. Bench marking for space and power charges will be carried out by a board of ITI officers and kept in sealed envelope before opening of commercial bid. All the bidders, whose quotes are above the benchmarked rate, will be eligible for further evaluation to arrive at H1, H2 and so on.
- 3. Final selection process shall be as per Table-2 in Annexure B.
- 4. Commercials should be in a separate sealed envelope signed by authorized signatory on company letter head.

5. Pricing

5.1 The lease amount shall be payable in advance every quarter, within a period of 10 days from invoice date.

5.2 Power cost will have to be paid by the Bidder on getting the bills raised by ITI as per actual usage within the stipulated time of 15 days, failing which penalty as per BESCOM rates will be applicable.

5.3 The Bidder will have to provide a security deposit of 3% of annual recurring Rackspace charges as per finalized price along with signing of agreement.

5.4. Power charges are as per the power usage and the rate finalized. This may change from time to time based on the rack space leased as well the power tariff / demand charges change in BESCOM.

5.5 All prices should be basic price. Taxes will be calculated / mentioned separately. If taxes are not mentioned separately, the rates will be considered as basic.

6. Other Conditions

6.1 All Recurring charges (RC) payable Quarterly in advance. Invoice will be generated and mailed on the 1st of every Quarter.

6.2 Payments are due from date of receipt of invoice and payable within Ten (10) days of date of invoice.

6.3 Notice for overdue invoices will be sent on 15th of the respective month of invoice generated.

6.4 In case of delay in payment there will be a late fee of 2% on invoice due up to one month.The same will be sent through E-mail. Post email notice/ notification to pay over due invoices,72 working hours time will be available for uninterrupted services.

6.5 On completion of grace time (One Month) for overdue invoices and 72 hours of notice, ITI services will be completely disconnected.

6.6 The services will be resume only after clearing of all dues as per ITI Payment Terms and Invoice Policies.

6.7 ITI shall have no objection to Bidder doing business with any End Customers who are legally bound.

6.8 ITI retains all ownership in the equipment installed presently in the Data Center and at no time shall the Bidder have any right nor can the Bidder exercise any lien, charge, whatsoever, in respect of the same.

6.9 The Bidder will have to present to ITI all the available stock as per opening of the lease agreement as and when asked by ITI. ITI can also ask for inspecting the premises for taking stock of all the inventory as assigned to the Bidder on the opening of this lease agreement and the Bidder shall be obligated to allow ITI to do so.

7. Term

7.1 The Agreement would be effective from the effective date of agreement signed between the two parties, ie, ITI and the Bidder.

7.2 The term of the lease period will be 4 years and 11 months.

7.3 Further term may be extended with 20% increase in basic price or mutually agreed rate and terms and conditions.

Part E: OTHER CONDITIONS

1. ITI Representation

1.1 ITI has fully paid all rents, rates, taxes, cess, duties, assessments, and other outgoings, Central, State or municipal assessed, charged, imposed, levied or payable in respect of the Data Center (including Customer Area).

1.2 ITI represents that the premises of the Data Centre is owned by them and that have not created any charge or other encumbrance whatsoever upon or over the Customer Area or any part thereof and the Customer Area is free from any charge or encumbrance thereon.

2. Binding Effect

The Term Sheet shall continue to bind the Parties till the Agreement is signed.

3. Jurisdiction

This term sheet is subject to the jurisdiction of courts in Bangalore

4. Use of contract documents and information

The bidder shall not, without prior written consent from ITI Ltd disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of this assignment in connection therewith, to any person other than a person employed by the Bidder in the execution of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such lease contract only.

5. Termination for default:

ITI Ltd may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Selected Bidder, terminate this contract in whole or in part If the Selected Bidder fails to submit the report as per the scope of work within the time period (s) specified in the contract, or any extension thereof granted by ITI Ltd If the Selected Bidder fails to perform any other obligations under the contract; and If the Selected Bidder, in either of the above circumstances, does not remedy his failure within the time period of 15 days (or such longer period as ITI Ltd may authorize in writing) after receipt of the default notice from ITI Ltd.

6. Termination of insolvency

The ITI Ltd may at any time terminate the contract by giving written notice to the Selected Bidder without compensation to the Selected Bidder, if the Selected Bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the ITI Ltd.,

7. Arbitration

In the event of any dispute or difference arising under this agreement or in connection therewith (except as to the matter, the decision to which to which is specifically provided under this agreement) the same shall be referred to the sole arbitration of the Chairman ITI Ltd or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the Chairman ITI Ltd or by whatever designation such officer may be called (herein after referred to as the said officer), and if the Chairman ITI Ltd or the said officer is unable or unwilling to act as such then to the sole arbitration of some other person appointed by the Chairman ITI Ltd or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a government servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government servant he has expressed his views on all or any of the matter in disputes. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the Chairman ITI Ltd or the said officer shall appoint another person to act as an arbitrator in accordance with the terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out his predecessor. The arbitrator may from time to time with the consent of both the parties; enlarge the time frame for making and furnishing the award. Subject to the aforesaid, Arbitration and Conciliation Act 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this rule. The venue of the arbitration proceeding shall be the office of the Chairman ITI Ltd., Bangalore or such other places as the arbitrator may decide.

8. Legal jurisdiction:

All legal disputes are subject to the jurisdiction of Bangalore courts only.

9. Foreclosure / exit from contract

9.1 The lock-in period of the agreement will be Three years. If the Bidder wants to exit the contract before closing of locking period of Three years, the BG submitted will be forfeited.

9.2 The Bidder may exit after lock-in period by giving 45 days prior notice to ITI Limited. The charges for the notice period will be adjusted in the advance payment.

10. Confidentiality

The Bidder shall not use or disclose to any third party, except for the purpose of the observance of these terms and Conditions any confidential information of ITI Ltd. The successful bidder shall be required to sign an NDA in the format attached.

<u> Annexure - A</u>

VARIOUS SERVICES OFFERED BY DATA CENTER

- 1) Co-Location Services / Dedicated Hosting Services
- 2) Managed Storage Services
- 3) Managed Tape Backup Service
- 4) Cloud Services
- 5) DR Services
- 6) Email Services

Annexure B

- 1. Bench marking For space and power charges is suggested to be carried out by a board of ITI officers and kept in sealed envelope before opening of commercial bid. All the bidders, whose quotes are above the benchmarked rate, will be eligible for further evaluation to arrive at H1, H2 and so on.
- 2. Commercial Bid evaluation with example

Bidde	Rack	Avg	Annual	Power	Power	No.of	Total Annual	Bid
r	space	rack	charge	rate	consumption	Racks	charges offered	Positi
	charges	space	calculation	/kwh	for 1 rack	propo		on
	/sqft/ye	per	for rack		(yearly)	sed	(₹)	
	ar	6kva	space		(conversion		(G)=(C+E)*F	
		rack			factor of kva			
	(₹)			(₹)	to kwh			
	(A)	(sqft)	(₹)	(D)	considered			
		(B)=32	(C)=A*B		0.9)	(F)		
					(₹)			
					(E)=6*0.9*24			
					*365*D			
Р	4000	32	128000	19	898776	100	₹ 10,26,77,600	H4
Q	5000	32	160000	15	709560	200	₹ 17,39,12,000	H3
R	6000	32	192000	15	709560	600	₹ 54,09,36,000	H2
S	3500	32	112000	14.5	685908	888	₹ 70,85,42,304	H1

Table - 2 : Commercial Bid evaluation

(i)_Bidder P has quoted lease @ ₹4000/sqft/year and power charges ₹19/kwh

(ii) Bidder Q has quoted lease @ ₹5000/sqft/year and power charges ₹15/kwh

(iii) Bidder R has quoted lease @ ₹6000/sqft/year and power charges ₹15/kwh

(iv) Bidder R has quoted lease @ ₹3500/sqft/year and power charges ₹14.5/kwh

Terms and conditions:

- a) Taxes will be extra
- b) H1 bidder, who is giving more business to ITI will be selected as Bidder for ITI DC business.
- c) H2 bidder will be allotted balance rackspace at H1 rate and selected as additional Bidder for ITI DC business after the first right of refusal of H1 bidder and so on.
- d) Agreement will be signed with selected Bidders within a month's period for the tenure of 4 years 11 months with minimum locking period of 3 (Three) years.
- e) Selected Bidder(s) immediately after signing the agreement shall submit the BG for the one year value of the business with validity of 4 years 11 months with claim period of one year.
- f) Bidders may start reselling their allotted DC space to their customers (of legally bound to company law of the country) immediately after the agreement.