

Tender Ref No: ITI/BGP/IT-DC/2023/2220

ITI LIMITED



ITI LIMITED
(A Government of India Undertaking)

**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF PARTNER
FOR OPERATING & MANAGING THE DATA CENTER-1 ON
REVENUE SHARING MODEL**

ITI Limited - Bangalore Plant
Dooravaninagar, Bangalore-560016,
Karnataka, India.

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Instructions to Bidders and General Terms & Conditions

1. Section I- Invitation to Bidders

ITI Limited is the first Public Sector Undertaking of India, under the Department of Telecommunications, Ministry of Communications. Government of India. It has been a leading telecom equipment manufacturer for India and has been a regular supplier to customers like BSNL, MTNL, Defence, PSUs and other Private customers for various turnkey projects, products and services. ITI has now diversified and upgraded its business in various fields such as Data Centre, Cyber Security, Telecom Test Lab facility - EMI/EMC & Safety Lab as our endeavor to promote make in India, Atmanirbhar Bharat initiatives of Government of India. ITI has manufacturing units equipped with State-of-art manufacturing infrastructure and Marketing & Sales offices spread across the country.

ITI Ltd., as a major player in the new era of digital communications has extended and contributing to 'Digital India' initiative of the Government of India and has been offering multitude of digital solutions to variety of customers.

ITI has been in Data Center business for 13+ years. Currently company is operating Two Data Centers at it's Bangalore unit.

First Data Center operation started since 2009-10 in a PPP partnership with a capacity of 350 racks space. The Data Center conforms to the Tier-3 Standard with N+1 Redundancy. This Data Center termed as "Data Center-1".

Second Data Center operation started in 2020 which was completely invested, owned & Managed by ITI LTD with a capacity of approx. 1000 racks space. The Data Center conforms to the Tier-3 Standard with N+1 Redundancy. This Data Center termed as "Data Center-2".

Now, ITI would like to invite bids from Eligible bidders to participate in the competitive bidding for the "REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF PARTNER FOR OPERATING & MANAGING THE DATA CENTER ON REVENUE SHARING MODEL" for Data Center-1.

1.1. Tendering Authority

IMM-Dept, R&D and DC
ITI Limited, Bangalore Plant,
Dooravaninagar, Bangalore-560016
datacenter@itiltd.co.in; mmr_bgp@itiltd.co.in
Tel:- 080-28503607 / 080-25061808

1.2. Regarding Bid Response

- In case of any clarification with regards to the bid document, the prospective bidders may raise their queries to the following e-mail ids on or **before 10th, Oct 2023**.
datacenter@itiltd.co.in; mmr_bgp@itiltd.co.in.
- Details of Pre Bid Meeting (if any) will be published on ITI tender portal i.e. (<https://itilimited.euniwizarde.com>).

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- The consolidated Queries from all the Bidders will be published in the ITI e-tender portal / CPPP portal.
 - Bids would be considered only in the prescribed form/ document. Bids not submitted in prescribed form will be summarily rejected.
 - The prospective bidder has to visit the Datacenter for assessment purpose and an NDA should be signed by the Bidder with ITI. The Bidder should bring the NDA printed and signed in the format attached to this RFP at Annexure – III.
 - Nothing in this section shall be taken or read as compelling or requiring ITI Limited to respond to any question or to provide information. However, at its discretion, ITI Limited shall furnish clarifications to the extent possible.
 - The details of this engagement and terms of engagement along with the detailed scope of work are given in separate sections to this RFP.

1.3. Amendment of Bidding Documents

1.3.1. At any time prior to the deadline for submission of bids, ITI Limited, for any reason, may modify the RFP by amendment notified in website through corrigendum. ITI may either extend the deadline for the submission of bids either on its own or based on the request of Bidders or not extend the deadline for the submission of bids.

ITI Limited will not be responsible if the Bidders do not get the individual intimates of such amendments due to whatever reasons. However, all such amendments shall be binding on Bidders.

1.4. Key Events and Dates

S. No	Terms of Reference	Remarks
1	Earnest Money Deposit (EMD) should be in the form of a Demand Draft/Banker's Cheque/ Bank Guarantee/NEFT/RTGS issued by any Nationalized / Scheduled Commercial Bank, in favour of ITI Limited, Bangalore Plant, Dooravaninagar, payable at Bangalore. EMD should be unconditional & irrevocable. Original EMD to be submitted to Additional General Manager (IMM), F-100, Second floor, ITI Limited, Dooravaninagar, Bangalore-560 016. Ph.No : :+91 80-28503679, Email : datacenter@itild.co.in .	INR 8 Lacs.
2	Tender Fee in the form of a Demand Draft/Banker's Cheque/ issued by any Nationalized / Scheduled Commercial Bank, in favour of ITI Limited, Bangalore Plant, Dooravani nagar, payable at Bangalore.	INR 10,000.00
4	RFP Reference No:	ITI/BGP/IT-DC/2023/2220
5	Date of Release of RFP	30/09/2023
6	Last Date to submit Pre-Bid queries related to RFP clarifications	10/10/2023
7	Visit of Data Center by interested bidders	Before due date of bid submission.
8	Clarifications to Pre-Bid Queries by ITI	Will be published through e-tender portal (https://itilimited.euniwizarde.com)
9	Last date for Bid Submission	21/10/2023 at 14.00 hrs.
10	Opening of (Pre-qualification) Bids	23/10/2023, 11.00 Hrs
11	Bids Validity Period from the due Date of Bid Submission	180 days

Disclaimer:

The Tendering authority reserves the right to reject any or all the bids in whole or in part at any time without mentioning any reasons thereof.

2. Introduction of ITI Data Center

Data Center is a physical space along with infrastructure used by enterprises to house computer, Servers, Networking Systems and components for the organization's information technology (IT) needs, which typically involve storing, processing and serving large amounts of mission-critical data to clients in a client/server architecture. As a consequence, the security and reliability of data centers is of top priority for any organization.

ITI Data Center-1 is a facility of ITI Limited, India's first Public Sector Unit (PSU). The Data Center is located at its premises in Bangalore. It endeavors to provide customer-centric services to all the sectors. This Data Center is serving customers from Aviation, Universities, R&D institutions of Govt. of India, PSUs, BFSIs, MNCs and small enterprises from the year 2010-11.

FACILITY & OFFERINGS

Considering the huge market demand, ITI has started offering Data Center services. Data Center-1 is fully equipped with excellent facilities as well as next generation technology capable of housing 350 racks to provide all kinds of data center services.

Data Center-1 is designed to provide various services like Co-location, Managed services such as Email, Internet, back up services as a part of the offering. The List of offerings as defined as below: -

- (a) Rackspace / Co-Location Services / Dedicated Hosting Services
- (b) Managed Colocation
- (c) Managed Storage Services, Backup Services, Database Management
- (d) Server monitoring and Management services
- (e) Managed Tape Backup Service
- (f) Network Monitoring and Management Services
- (g) Remote Infrastructure Management
- (h) DR Services
- (i) Email Services

It is fully geared up to support multi density power requirements ranging from 3 KVA to 12 KVA per rack. It has an edge over other Data Centers not only through its complete range of Services but also with its infrastructure, effective and eco-friendly fire suppression facilities but also its high level of security, carrier neutrality, redundant power availability, precision controlled environment and 24 x 7 support services with no down time in its whole history.

The Data center is a carrier neutral i.e. well connected with multiple ISPs ensuring high availability of Internet Connectivity.



The customers are also offered with seating facility, workstations & cabins, for their operating & maintenance staff and a NOC room for monitoring the performance.

CERTIFICATIONS

Data Center-1 conforms to Tier-3 standard and there are several layers of security conforming to international standards viz. ISO 9001, 20000, 27001, 27017 and 27018. It is 99.982% availability as per Tier 3 standards, which is concurrently maintainable, allowing for any planned maintenance activity of power and cooling systems without disrupting the performance of the Data Center. It is also CMMi level 3 certified for IT operations.

OCCUPANCY & BUSINESS

Data Center-1 is serving approx. 25+ customers with 95% occupancy offering various Data Center Services. The successful bidder has to operate the data center infra & manage the data center operations (IT & NON-IT) by continuing the services offered to the existing customers and to increase the business by adding more customers.

Successful bidder to ensure the retention of existing customers while maintaining the defined SLA.

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3. Bidder's Eligibility Criteria

The Bidder/Partner Companies must meet the following eligibility requirements.

S.No	Criteria	Documents to be submitted
a.	The bidder should be a company registered under the Companies Act, 1956 since last 10 years as on 31.03.2022.	Certificate of incorporation and Self Certification of being in the Information Technology business for the last 5 years should be attached.
b.	Bidder should be an established Information Technology company/ IT System Integrator/ITeS company and should have been in the business for a minimum period of Ten years as on 31.03.2022. Consortium is not permitted.	1. CIN, MOA and/or 2. Business registration Certificate and/or 3. Work Orders confirming year and area of activity.
c.	The bidder should have Minimum Average Annual turnover of Rs. 12 crores for last Three Financial Years ending on 31.03.2022. The bidder should have positive net worth as on 31.03.2022.	1. Relevant documents to be submitted. 2. Audited annual balance sheet / Financial statements for all years.
d.	A. The Bidder should have experience of operation, maintenance, management of Similar type as: - 1. IT & Non-IT infrastructures in Data Centres 2. IT Services Provisioning/ Managed Services (Web Services/ Email Services, Database & Server Management), Security & Housekeeping, DC NOC Operations, DC Sales & Marketing, Finance & Accounts for financial institutions /IT organizations /Corporate companies/ PSUs / Govt. Depts. B. The Bidder should have executed project of similar type during the last five years as on 31-03-2022 : - 1. One Successful Project of Rs. 3.2 Cr. or 2. Two Successful Projects of Rs. 2 Cr each. or 3. Three Successful Projects of Rs. 1.6 Cr each.	• Copy of work order / client certificates should be attached.

S.No	Criteria	Documents to be submitted
e.	The Bidder should be an ISO Certified process driven organization and should have a valid ISO 9001/ ISO 27001/ CMMI certificates of latest version.	Valid certificate shall be attached
f.	The bidder must have on its roll at least 50 technically qualified professionals in the area of domain: - 1. IT: Networking, Systems Integration, Database, Server, OS Management and 2. Non IT: - Electrical Systems HT & LT, Panels, Mechanical Systems, Chiller, HVAC, PAHU, Power Systems, DGs, UPS, Lighting, BMS etc. And should have prior experience in providing the Data Centre IT & Non-IT Infrastructure maintenance & management services as on 31.03.2022.	Certificate from bidders HR citing number of technically qualified professionals in each domain.
g.	The bidder should have on-boarded housekeeping manpower in a Data Center environment for day to day house-keeping activity.	Relevant documents fulfilling this criterion shall be submitted. Outsourced/Subcontracted manpower may be considered.
h.	The Bidder should not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration in this regard by the authorized signatory of the bidder should be attached.
i.	The bidder should furnish, as part of its bid, an Earnest Money Deposit (EMD) of Rs.8,00,000/- The EMD shall be Valid up to 180 days from the last date of bid submission.	The EMD should be in the Indian rupees and should be in the form of DD Demand Draft/Banker's Cheque/ Bank Guarantee/ NEFT/RTGS issued by a Nationalized / Scheduled Commercial Bank.

4. SECTION II: INSTRUCTIONS TO BIDDER

4.1 RFP should be submitted online as per para 5 under **“SECTION III: Bid Preparation & Submission”**: -

4.2 Site Visit:

Since the proposal is for Operation and Maintenance of ITI data centre, the Bidders are advised to visit the same on or before pre-bid meeting for ascertaining and assessing the conditions and submit their bid accordingly.

4.3 PREPARATION OF BIDS: The Bid shall be submitted in two bid system as follows: -

4.4 Part A: PRE- QUALIFICATON BID

- The Pre-Qualification Bid should contain all the required information and supporting documents as per Section-1 Clause-3 **“Bidder’s Eligibility Criteria”**. It should be complete in all respects to indicate that all products and services asked for, are quoted and should give all the required information.
- **Tender fee of Rs. 10,000/-** (non-refundable) to be remitted through a demand draft, from any commercial nationalized/ scheduled bank, drawn in favour of “ITI Limited, Bangalore Plant”, payable at Bangalore. The Bid will not be considered in the absence of the tender fee in the Pre-Qualification Bid Cover.
- Earnest Money Deposit (EMD/EMBG) of Rs. 8 lacs. The Earnest Money Deposit (EMD) should be in the form of a Demand Draft/Banker’s Cheque/ Bank Guarantee/NEFT/RTGS issued by a Nationalized / Scheduled Commercial Bank, in favour of “ITI Limited, Bangalore Plant”, Dooravaninagar, payable at Bangalore. EMD should be unconditional & irrevocable.
- In case of NEFT/RTGS payments for EMD and/ or Tender Fees, Bank Account details given as under shall be used: -

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: 29AAACI4625C1ZV

PAN: AAACI4625C

If the Pre-qualification bid is not complied, Part B & Part C bids of that bidder will not be opened.

4.5 Part B: TECHNICAL BID

The Technical Bid should contain all the information asked for in this document, except prices. It should be complete in all respects to indicate that all products and services asked for, are quoted and should give all the required information. The Technical Bid must be made in an organized, structured and neat manner, with sequential numbering.

A copy of the commercial offer in the required format, without showing the price details, shall be enclosed as part of the Technical Bid.

The Technical Bid should contain Clause by Clause compliance of all the clauses in this RFP. In case of deviations, a statement of the deviations and exception to the provision of the requirement shall be given by the bidder. A bid without clause-by-clause compliance shall not be considered. Major deviations may result into rejection of the bid.

Relevant Documents must be submitted as below: -

- I. The Technical Bid should consist of the following information: -
- II. General information of the Bidder : Form –1
- III. Particulars of turn over : Form –2
- IV. Details of staff to be deployed and associated with the project : Form –3
- V. Experience and track record : Form –4
- VI. Profiles of key people to be involved in O&M of ITI Data Center : Form -5
- VII. Necessary supporting documents proving the capability & Methodology of Data Center O&M
- VIII. Necessary supporting documents proving the experience of Data Center O&M
- IX. Copy of RFP signed by authorized signatory with seal in all the pages.
- X. Details of Certificates & Partnership (if any)

4.6 Part – C: COMMERCIAL BID

The Commercial bid shall be submitted in accordance to the Section-VI commercials.

All the commercial details should be given in the format placed. No other charges shall be paid to bidder other than specified in the commercial bid. In case, the bidder does not adhere to format at Section VI, the commercial bid is liable to be disqualified. Incomplete, illegible and conditional offers and offers not adhering to format at Section VI, are liable to be disqualified.

ITI shall conduct an E-auction to select the bidder who offer highest percentage margin / revenue share amount to ITI.

Details of Auction procedures are provided in Section-VI.

5. SECTION III: Bid Preparation & Submission

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information, bidders may visit the Portal (<https://itilimited.euniwizarde.com>).

5.1 REGISTRATION PROCESS ON ONLINE PORTAL

- (a) Bidders to enroll on the e-Procurement module of the portal <https://itilimited.euniwizarde.com/> by clicking on the link “Bidder Enrolment”.
- (b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.
- (c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class-III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- (d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- (e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- (f) After registration send mail to Helpdesk: helpdeskeuniwizarde@gmail.com for Account activation.
- (g) As per portal norms Registration Fee will be applicable.

5.2 TENDER DOCUMENTS SEARCH

- (a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- (b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘Interested tenders’ folder.
- (c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

5.3 BID PREPARATION

- (a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- (b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- (c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.

Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

5.4 BID SUBMISSION

- (a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- (d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- (e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- (f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- (h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- (i) As per portal norms Tender Processing Fee will be applicable.
- (j) The Bid shall be submitted in three parts:
 - Part A: Pre- Qualification Bid
 - Part B: Technical Bid & Un-priced commercial bid
 - Part C: Financial (Commercial) / Priced bidThe price should be quoted in Indian Rupees in accordance with the format given.
- (k) Correction of any type in price schedule is not permissible.
- (l) Bid Currency-Prices shall be quoted entirely in Indian Rupees.
- (m) The Proposal and all correspondence and documents shall be written in English. All Proposals and accompanying documentation will become the property of ITI Ltd and will not be returned. The hardcopy version will be considered as the official proposal.
- (n) Correction of errors - Bidders are advised to exercise greatest care in entering the pricing figures. No excuse is acceptable that mistakes have been made. No requests for prices to be corrected will be entertained after the quotations are opened. All corrections, if any, should be initialed by the person signing the bid form before submission, failing which the figures for such items may not be considered. Arithmetic errors in bids will be corrected as follows: -

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. The amount stated in the bid form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall bid price to rise, in which case the bid price shall govern.

5.5 Three Packet Bid system

Complete bidding process will be online (e-Tendering) in three packet system. Submission of bids shall be in accordance with the instructions given below:

A. Packet 1: Pre-Qualification Proposal- Bidder should upload information as scanned copies in PDF format as required in the RFP as per **PART-A**.

(i) Pre-Qualification - The requirements for submission of the Pre-Qualification Bid is provided in the RFP document.

B. Packet 2: Technical Bid – The format for submission of the Technical Bid is provided in the RFP document. Bid shall be submitted in accordance to **PART-B**

C. Packet 3: Commercial Proposal – Bidder should provide as per "Commercial Bid Format" of this RFP. Bid shall be submitted in accordance to **PART-C**

The packets to be submitted by the bidder shall consist of following minimum documents in accordance with the instructions given below:

<p>Packet 1 (Pre-Qualification Proposal)</p>	<ol style="list-style-type: none"> 1. Proof of submission of EMD/Annexure-I 2. Proof of submission of Tender Fee. 3. Duly signed Integrity Pact. 4. Certified true copy of a board resolution/power of attorney empowering authorized signatory to sign/act/execute documents binding the bidder organization to the terms and conditions detailed in this proposal. 5. Documents fulfilling Section-1 Clause-3 “Bidder’s Eligibility Criteria”. <p>Note: All documents will be submitted in pdf format and uploaded in the e-Tendering portal.</p>
<p>Packet 2 (Technical Proposal)</p>	<p>The Technical Bid should consist of the following information: -</p> <ol style="list-style-type: none"> 1. Form –1 to Form 5. 2. Necessary supporting documents proving the capability & Methodology of Data Center O&M. 3. Necessary supporting documents proving the experience of Data Center O&M 4. Copy of RFP signed by authorized signatory with seal in all the pages. Details of Certificates & Partnership (if any) 5. Technical Capability & presentation.

	Conditional technical proposal is liable for rejection.
Packet 3 (Commercial Proposal)	<p>1. Commercial details (in the format given in the RFP) shall be submitted online in a separate Packet marked “Commercial Proposal” to be submitted as (xls/xlss format)</p> <p>2. Forms and formats mentioned in this RFP document need to be scrupulously followed. Any deviation in it (without proper justification) may lead to disqualification of the bid.</p> <p>3. Bid quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation", etc. will be treated as being at variance and shall be liable to be summarily rejected.</p>

5.6 AMENDMENT OF BID DOCUMENT

- (a) At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

5.7 ASSISTANCE TO BIDDERS

- (a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (b) Any queries relating to the process of online bid submission or queries relating to e- Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604, eprochelpdesk.01@gmail.com, eprochelpdesk.44@gmail.com, eprochelpdesk.06@gmail.com
- (c) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- (d) The bid should be submitted through e-Wizard portal (<https://itilimited.euniwizarde.com/>) only.
- (e) All payments should be done through e-Wizard Payment gateway
- (f) Any clarifications regarding the tender can be obtained from
 IMM-Dept, R&D and DC
 ITI Limited, Bangalore Plant,
 Dooravaninagar, Bangalore-560016
datacenter@itiltd.co.in; mmr_bgp@itiltd.co.in
 Tel:- 080-28503607 / 080-25061808

5.8 Bid Preparation Instructions: -

- The letter of authorization shall be indicated by a written Power-of-Attorney, executed on non-judicial stamp paper of appropriate value as applicable.
- Every page of the Bid including all the Formats, Annexures and un-amended literatures should be sealed and signed by the authorized signatory of the bidder.
- The bid shall contain no interlineations, erasures or over-writing, except as necessary to correct errors made by the bidder and in such cases all corrections shall be countersigned by the person(s) signing the bid.

5.9 LATE BIDS: Bidders are solely responsible for timely submission of bids within the due date and time as mentioned above. Bids submitted after the due date & time will not be accepted. Any kind of failures due to transit of the bid document, etc.; would not be considered.

5.10 Language of offers: The offers prepared by the Bidder and all the correspondences and documents relating to the offers exchanged by the Bidder, shall be in English language.

5.11 Cost of Documentation / Preparation Material During Bid Submission:

ITI Ltd is not liable for any cost incurred by a Bidder in the preparation and production of any Proposal, the preparation or execution of any benchmark demonstrations, simulation or laboratory service or for any work performed prior to the execution of a formal contract. All material submitted become the property of ITI Ltd and may be returned at its sole discretion.

5.12 Bidder Qualification

The word "Bidder" as used in the tender document shall mean the one who has signed the Tender Form. The Bidder's Authorized Representative shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the authorized representative.

It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/ she signs as the constituted attorney of the firm, or a company. If any of the Bids is found to be without proper signature, page numbers and index, it will be liable for rejection.

5.13 The authorization shall be indicated by written power-of-attorney accompanying the bid.

5.14 The power or authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. Any change in the Principal Officer shall be intimated to Tendering authority in advance.

5.15 No Bidder shall contact the tendering authority on any matter relating to its bid; from the time of the bid opening to the time the Contract is awarded. However, the tendering authority may contact the Bidders during evaluation.

Any such effort by a Bidder influencing the tendering authority's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

5.16 Period of Validity of Bids

Bids shall remain valid for 180 days from the due date for submission of Bids. A bid valid for a shorter period may be rejected as non-responsive.

In exceptional circumstances, Tendering Authority may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in Corrigendum. The validity of EMD shall also be suitably extended.

5.17 Local / Site Conditions

- I. It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors at the proposed Data Centre which would have any effect on the performance of the contract and/ or the cost. The Bidders are advised to visit the proposed ITI DATA CENTER (at their own cost) and due-diligence should be conducted before the Bid submission.

The prospective bidder has to visit the Data center for assessment purpose and an NDA should be signed by the Bidder with ITI. The Bidder should bring the NDA printed and signed in the format attached to this RFP at Annexure – III.

- II. Failure to obtain the information necessary for preparing the bid and/ or failure to perform activities that may be necessary for providing the services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender document.
- III. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding document. The Tendering authority shall not entertain any request for clarification from the Bidder regarding such conditions.
- IV. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by Tendering authority and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Tendering authority on account of failure of the Bidder to appraise themselves of local laws and site conditions.

5.18 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of RFP ITI Ltd may, at its discretion ask the bidder(s) for the clarification of its Bid. The request for the clarification and the response shall be in writing. The bidder(s) will be required to submit the required clarification within the stipulated time frame as will be indicated in the ITI Ltd letter seeking such clarification(s). ITI Ltd. reserves the right to accept additional information/documents or

correction in the prequalification and technical bids submitted. No correction in the Commercial Bid after Bid opening will be entertained.

5.19 Amendment of Request for Proposal

At any time prior to the deadline for submission of bids, ITI Ltd. for any reason may modify the RFP by amendment notified in writing or email to all Bidders who have received this RFP and such amendment shall be binding on them. ITI Ltd at its discretion may extend the deadline for the submission of bids.

5.20 Opening of Bids

- (a) The decision of the Authorized Committee regarding evaluation of the bids would be final and binding upon all the Bidders.
- (b) The bids will be opened in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned.
- (c) The Bidder's names, modifications, bid withdrawals and the presence or absence of the requisite EMD and such other details considered appropriate will be announced at the bid opening.

5.21 Evaluation of Bids

The evaluation process of the tender proposed to be adopted by the Tendering authority is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that Tendering authority may adopt. However, tendering authority reserves the right to modify the evaluation process/ criteria at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

The representative of the bidder, who is present, shall sign an attendance sheet evidencing their attendance. Commercial bids will remain unopened and will be held in the custody of the Tendering Authority until the time of opening of the Commercial Bids. The time, date and location of opening of the Commercial Bids will be intimated in writing or by letter/e-mail/phone by the Tendering Authority to the technically qualified bidders.

The Tendering authority may waive off any informality, non-conformity or irregularity in a bid which does not constitute a material deviation according to the Bidder, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

5.21.1 The Technical Bid will be opened only of those bidders whose Pre-qualification bid is complied.

5.21.2 During the technical bid evaluation, ITI if found necessary, may visit the bidder's establishment at the address provided. Also, ITI if found necessary, may invite/ask bidder for a presentation at ITI premises. Bidders may be asked to give a presentation to the evaluation committee on their credentials and execution plan.

5.21.3 Commercial bids of only technically short listed bidders would be opened. The technically short listed bidders would be intimated to attend the opening of the commercial bid, through letter/ email.

5.21.4 However, ITI Ltd. reserves the right to suspend the short listing process or any part of the process at any stage, to accept or reject any or all RFP's 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.

This RFP does not constitute any form of commitment on the part of ITI Ltd. Furthermore, this RFP confers neither the right nor an expectation on any Firm / Company to participate in the proposed Project.

6. Bid Security/EMD

- (a) The bidder shall furnish, as part of its bid, a bid security for an amount of **Rs. 8,00,000/- (Rupees Eight Lacs only)** valid for a period of 180 days from the due date of bid submission.
- (b) The bid security shall be in the form of a bank Guarantee in the enclosed format (as Annexure-I) issued by a nationalized bank in India in favour of "**ITI Limited, Bangalore Plant**" or can be submitted through Demand draft/Cheque/NEFT/RTGS.
- (c) Original EMD/BG/DD/Cheque shall be submitted in Pre-Qualification envelope/bid/folder. In case of RTGS/NEFT payment, Signed & Sealed acknowledgement copy shall be submitted in Pre-Qualification envelope/bid/folder. The bid security of the unsuccessful bidder will be returned as early as possible, but not before 45 days after finalization of this RFP / award of work.
- (d) The successful bidder's bid security will be discharged upon the Selected Bidder's acceptance of the Contract and upon furnishing the required PBG to ITI.
- (e) The bid security may be forfeited:
 - i. If a bidder withdraws his bid during the period of validity specified by the bidder on the Bid form Or
 - ii. In the case of a successful bidder, if the bidder fails to accept the offer and furnish performance security within 21 days of award of work.
 - iii. In both the above cases, i.e. (i) & (ii), the bidder will not be eligible to participate in the tender for similar works for one year from the date of award of Contract. The bidder will not approach the court against the decision of ITI Ltd in this regard.

Exit Clause & Termination: -

- a) The Purchaser may, terminate this Contract in whole or in part by giving the bidder a prior and written notice of 30 days indicating its intention to terminate the Contract under the following circumstances:
 - i. Where the Purchaser is of the opinion that there has been such Event of Default on the part of the bidder / bidder's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of the bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract.
 - ii. Where it comes to the Purchaser's attention that the bidder (or the bidder's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the bidder's Bid, the Tender or this Contract.

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- iii. Where the bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the bidder, any failure by the bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the bidder or the bidder becomes bankrupt or otherwise insolvent or the happening of any such events that are adverse to the commercial viability of the bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary including the right to terminate the contract by giving written notice to the bidder, without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.
 - b) The bidder may, subject to approval by the Purchaser, terminate this Contract before the expiry of the term by giving the Purchaser a prior and written notice at least 12 months in advance indicating its intention to terminate the Contract.

Consequences of Termination

- a) In the event of termination of this Contract [whether consequent to the stipulated Term of the Contract or otherwise] the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Purchaser and/or the successor agency, as may be required, to take over the obligations of the erstwhile bidder in relation to the execution/continued execution of the scope of this Contract, even where such assistance is required to be rendered for a reasonable period that may extend beyond the contract term/termination hereof.
- b) Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the bidder /bidder's Team or due to the fact that the survival of the bidder as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Purchaser through re-determination of the consideration payable to the bidder as agreed mutually by Purchaser and bidder or through a third party acceptable to both parties may pay the bidder for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the bidder up to the date of termination. Without prejudice to any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the bidder as may be required to offset any proven losses caused to the Purchaser as a result of the Termination or due to any acts/omissions of the bidder. In case of any loss or damage due to default on the part of the bidder in performing any of its obligations with regard to executing the scope of work under this Contract, the bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the bidder's Team and/or all third parties appointed by the bidder shall continue to perform all their obligations and responsibilities as stipulated under this Contract, and as may be proper and necessary to execute the scope of work under the Contract in terms of the bidder's Bid, the Tender and this Contract, in an identical manner as

were being performed before the collapse of the bidder as described above in order to execute an effective transition and to maintain business continuity of the Purchaser.

- c) Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law.
- d) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

7. Award of Contract

(a) Award Criteria

ITI Ltd. will award the Contract to the bidder who offers highest Margin /Revenue Share to ITI.

(b) Notification of Award

Prior to the expiration of the period of Bid validity, ITI Ltd. will notify the successful Bidder in writing or by email, to be confirmed in writing by letter, that its Bid has been accepted. The notification of award, will constitute the formation of the Contract. ITI will enter in to an agreement with the successful bidder upon submission of following by the successful bidder.

- Unconditional acceptance of the Contract awarded.
- Submission of Performance Bank Guarantee in the format attached as Annexure-II of this RFP.
- Signing of Non-Disclosure Agreement (NDA) in the format attached as Annexure-III
- Upon the successful Bidder's furnishing of Performance Security, ITI Ltd will promptly notify each unsuccessful Bidder.

(c) Failures in performance of the Selected Bidder

Contract shall be executed by the Selected Bidder in accordance with the O&M requirements by ITI Ltd in its RFP / Agreement. In case of unsatisfactory performance, ITI Ltd reserves the right either to short close /cancel this Contract and recover penalty charges including Customer SLAs. The cancellation/short closing of the order shall be at the risk and responsibility of the Selected Bidder and ITI Ltd reserves the right to get the work executed at the risk and cost of the defaulting Bidder. Failure by the Selected Bidder in the performance of its contract obligations shall render him liable to any or all of the following sanctions:

- forfeiture of its performance security,
- imposition of liquidated damages and/or
- termination of the contract for default.

If at any time during the performance of the contract, the Bidder encounters condition impeding timely completion and performance of contract, the Bidder shall promptly notify to ITI Ltd in writing the fact of the failure, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder notice, ITI Ltd shall evaluate the situation and may act upon it.

If the contract is not executed to the satisfaction of ITI Ltd. & its customers in the extended period also, ITI reserves the right to short close the contract and the Performance security shall be forfeited.

(d) Liquidated Damage Charges

In the event Bidder fails to provide the Services in accordance with the Data Center Service Standard, the Bidder shall be liable for penalty as per the terms and conditions of the RFP / Agreement and ITI Ltd may consider termination of the Contract. Any penalty imposed by any of the customers for nonperformance or inferior performance of the services, the same shall be imposed on the selected Bidder.

Any LD / Penalty imposed / deductions from the bill amount by the Customer will be to Bidder's account. ITI share will be on the Basic of the corresponding Bill amount.

ITI Ltd is entitled to withhold / deduct from the contract price or from the Performance Security, the liquidated damages that may become due.

(e) Performance Bank Guarantee (PBG)

- The Bidder shall furnish PBG to ITI Ltd for an amount equal to Minimum Guaranteed Revenue Share amount at the time of contract agreement signing. The PBG Should be valid for a period of Contract agreement plus one year for claim period. The validity shall be extended suitably by the bidder in case if the contract is extended.
- The proceeds of the PBG shall be payable to “**ITI Limited, Bangalore Unit**” as compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract.
- The PBG shall be in the form of Bank Guarantee issued by any nationalized Banks in India and in the form provided as per enclosed format as Annexure-II. This shall be held interest free by ITI Ltd.
- The PBG will be discharged by ITI Ltd after completion of the contractor's performance obligations including any other obligations under the contract.
- The PBG will be forfeited in case of non-performance to ITI Ltd.'s satisfaction, as per clause below: -

(f) Non-Performance of the Contract

Following may be considered as non-performance, if the selected bidder is, :-

- Non-adherence to time schedule of preventive and corrective maintenance.
- Going into liquidation or ordered to be wound up by a competent authority.
- Found of any content and proved to be in violation of any Law or direction of statutory authority or found to be in contravention of intellectual Property Rights (IPR) etc. ITI may suspend / terminate the agreements with thirty days' notice.
- Failing to perform as per agreement and / the achieved performance is not viable to continue.
- Failing to perform any obligation(s) under the Agreement.
- Receiving any complaints from ITI DC team regarding non-compliance of SLAs /MSAs and agreements ITI entered in to with existing Customers or future customers.
- Having any dues pending which is payable to ITI.
- Leading to penalties/LD imposed by existing customers or future customers.

8. SECTION IV: Bidder's Scope

PART-A General

The selected bidder shall operate and maintain the ITI Data Center-1 for a period of **Five years**. The detailed scope of work has been mentioned below.

- (a) The selected bidder has to deploy an onsite team comprising of the resources indicated at section Part D Clause 2.
- (b) Bidder will manage and co-ordinate the maintenance work through the Equipment supplier / OEM based upon the existing warranty & AMC's available. Wherever warranty / AMC is over, the Bidder has to make arrangements for AMC by renewal of existing AMCs or otherwise. The cost of such AMC's, warranty will be borne by bidder. Any replacement of devices/infra/batteries as per Tier-3 Compliance shall be done by the selected bidder at their own cost.
- (c) As part of Operation & Management, Bidder would provide enough manpower services to operate & manage the business activities on 24x7 and other operational expenditure as follows, will be borne by Bidder.
 - a) IT and non-IT O&M team
 - b) Physical Security etc.
 - c) Housekeeping /Cleaning of the proposed DC premise.
- (d) The required tools, stationaries and consumable items for total O&M as well as cleaning has to be managed as per the DC standards by the bidder at their own cost.
- (e) ITI Data Center certifications - Selected bidder has to arrange review and updating of existing process and procedures of ITI Data Center, training of onsite resources, external audits, etc. for maintaining the said ISO standards / other certifications and for obtaining the concerned certificate validity and any other quality / security related certificates in the name of ITI Ltd., as and when required by the Data Center standards. Such cost shall be borne by bidder.
- (f) Bidders can propose onsite stock of items/parts for IT and Non-IT components to protect the SLA commitment at his cost. The storage space will be provided by ITI on request by the Bidder/customer based on availability & requirement.
- (g) Selected bidder has to review and update Standard Operating Procedures (SOPs) for each services of ITI Data Center and may require to establish SOPs, if not found or found not adequate for any service, within specified timelines.
- (h) Data Center Customer retention & Sales activity for filling the Data Center space further.
- (i) Selected bidder has to perform Pre-Sales, Sales, Post Sales, Marketing activity so to onboard-new Customer and retain the target Total Revenue per year.

PART-B : DATA CENTER MANAGEMENT

The selected bidder should Operate & Manage the data center for a period of 5 (Five) years immediately after the agreement is signed.

The Selected bidder should also propose the Manpower On-Site: Competent DC Infrastructure O&M should be available at On-site to manage the entire infrastructure and operation to provide operational support on 24x7x365 basis. The Manpower should be always available on site and should be reachable on telephone. Also as DC would be the commercial offering to the customer it is the selected bidder's responsibility to propose all activities required for operating / managing the Data Center as shall be undertaken by Bidder.

The O&M activities shall include, but not be limited to:

- DC Administrative Activities
- Pre Sales & Solution Support activities during Customer engagement.
- Operations, Maintenance and Management of Data Centre.
- Customer Relation Management & Marketing support etc.
- Billing & realization, MIS, Reports, AMC, OEM contract Renewals, New License Procurement, etc.

ITI and successful bidder would jointly go to market. However, in case ITI may not be able to jointly go to market, it's bidder responsibility & Duty to address the opportunity and bring the order. The Bidder will understand the customer requirements and give the proposal to end customers for offering services from DCs on a customized business and revenue models on behalf of ITI.

Bidder would be assisting for timely raising of invoices with all the required annexures in line with Customer POs.

The Bidder should provide a detailed resource deployment plan in place to ensure that technically qualified staff is available to deliver the project. The Bidder would require qualified Data Centre Project Manager etc. who have to be necessarily the employee of the Bidder. But the other resources like the civil works staff, etc. may either be employed directly by the Bidder or be subcontracted personnel from one of the subcontractors. However, the Bidder would have to monitor and manage the staff on a daily basis. Minimum resource deployment plan is mentioned below however bidder may propose adequate manpower for smooth running of the project.

Ensure availability of the ITI DATA CENTER infrastructure (both physical and IT) including but not limited to Power, Cooling, CCTV, Access Control, VESDA, Racks, Firewall, Storage and other peripheral equipment installed, throughout the contract period as per Tier 3 standards.

1. Physical Infrastructure Management and Maintenance Services

All the devices that will be installed in the Data Centre as part of the physical infrastructure should be SNMP enabled (wherever possible) and shall be centrally and remotely monitored and managed on a 24x7x365 basis. Industry leading infrastructure management solution / Building Management Solution (BMS) is deployed by ITI to facilitate monitoring and management of the Data Centre Infrastructure on one integrated console. The successful bidder has to Operate, Maintain & Manage the physical infrastructure management and maintenance services which shall include:

- The selected bidder shall maintain records of all maintenance of the system and shall maintain a logbook on-site that may be inspected by ITI/ Govt. Audit / Customer Audits, at any time.
- The selected bidder shall ensure proper and regular cleaning of the ITI DATA CENTER premises and its material like Doors, Windows glass, floor, tapestry, blinds, furnishing material etc.

2. Indicative Data Centre Service Offerings

Data Center Services can be viewed as a continuum, consisting of a range of implementation services, ranging from creating Web sites to integration with legacy systems, through infrastructure provisioning and management through actual web hosting.

The Indicative offerings of the ITI Data center are as follows. However selected bidder has to offer other data centre services as and when required, enabling ITI for maximum revenue generation.

2.1 Data Center Hosting (Shared as well as dedicated).

2.2 Co-location Hosting

2.3 Managed Services

2.4 Other IT Services

2.1 Data Center Hosting (Shared as well as dedicated)

ITI proposes to provide a range of Data Center hosting Services such as Server Hosting, Application Hosting, Web Hosting, Network & security Hosting. DC would have easy tools that enable customers to complete basic to complex Internet application and site development tasks through the use of customer's own administration system and equipment. Hosting services come in two basic categories – dedicated or shared

i. Shared Hosting

Shared servers offer clients the ability to host their Web site or application on a powerful, professionally managed server, at a low recurring cost. Shared servers provide individual Web sites with redundant connectivity and 24/7 monitoring for a fraction of the cost of a dedicated server.

ii. Dedicated hosting

Dedicated servers are a single computer/Hardware fully devoted to the needs of one customer. They allow for faster access to information and provide the customer with greater flexibility to add advanced database and e-commerce applications. As the customer does not share RAM, disk space or a connection to the router, dedicated servers provide customers with the most advanced Web hosting solutions. Managed services are charged as applicable.

2.2 Co-location Services

Co-location refers to an approach whereby a customer co locates its servers in an environment in which they can take advantage of the provider's floor-space as well as access to network bandwidth. With this, the customer is provided with rack space, bandwidth and connection to the Internet, un-interruptible power supply and a 24x7 server monitoring. Co-location has no standard configuration. Customers will be required to bring their own IT equipment to ITI's managed data centers and choose rack space and connectivity that best meets their individual needs.

- i.** ITI shall offer Server as well as rack for co-location and the service includes the following basic facilities: -
 - Power cycling
 - Fire alarm, smoke detection and fire suppression systems
 - UPS and generator power backup
 - Cooling systems for protection of equipment
 - Warm rebooting of servers /UPS Power
 - Cabling
 - Basic physical security
 - Secure Environment

- ii.** The co-location customer can also choose various optional services given below: -

Physical and electronic security measures

 - Caging of co-located area
 - Redundant, diversely routed bandwidth
 - High speed Internet connectivity to backbone
 - 24x7 monitoring of network connection and server availability
 - On-site technical support services
 - Secure cabinets for equipment
 - Physical security – card access, Biometric systems or video monitoring
 - Report generation
 - 24x7 customer access

Scalability

Choosing Co-Location Services allows companies to free up critical corporate bandwidth. Besides this, a variety of connectivity options ensure that customer will have the bandwidth which their site demands.

Reliability

Customer's servers are proposed to be housed in a state-of-the-art data center with UPS protection, diesel generator backup, climate control, and redundant connectivity providing you with the peace of mind that their servers will have the power and connectivity that they require.

iii. Dedicated Customer area

ITI proposes to provide the customer a dedicated area in the Data Center where the customer can co-locate his servers and other applications. Access to this area will be restricted as per the customer requirements. The customer will have the option for availing of the various managed services and other security offerings like caging etc. ITI proposes to offer flexible pricing options depending on the customer requirements. The customer has the option of availing of all the infrastructure facilities like

- Data Centre Space in a caged environment
- Provisioning of Network/ Supervision and ongoing management of network
- Use of infrastructure facilities such as raised flooring, Precision A.C, Physical Security
- Bandwidth and other managed services which are charged as applicable.
- Data Centre Space in a caged environment

Few of the Managed services are illustrated below: -

2.3 Managed Services

The selected bidder will provide 24x7x365 services required for managing the Data Center for a period of 2 years from the date of agreement signed/ PO Issued to successful bidder. The scope of the services for overall Physical and IT infrastructure management as per ITIL framework during this period shall include 24x7X365 Monitoring, Maintenance and Management of the entire Data Center, along with providing Helpdesk services. The scope of work during the Management / operations phase is divided into following activities: -

- System Administration, Maintenance and Management Services
- Network Management Services
- Server and Storage Administration and Management Services
- Security Administration and Management Services
- Backup & Restore Services
- Physical Infrastructure Management and Maintenance Services
- Helpdesk Services
- Database Management
- Preventive Maintenance Services / AMC
- Corrective Maintenance Services
- Asset Management Services
- Vendor Management Services
- Certifications
- Patch Release Update management
- **Hardware Support & Services requirement**
 - Identify, report and correct problem with the Equipment, Devices.
 - Provide Hardware break/fix and repair services with certified personnel so as not to void any remaining manufacturers warranties, coordinate with OEM and Managed Third Party contracted to dispatch Hardware break/fix and repair services to perform the Hardware repairs, and expedite the repairs.

- Authorizing and arranging for Managed Third-Party access to the facility housing the Hardware needing repair, escorting the OEM or Managed Third Party personnel and observe the repair activities.
- Update Log register, Incident information and Change information, in compliance with the corresponding ITIL processes and audit requirement.

● **System Administration, Maintenance & Management Services**

The objective of this service is to efficiently and effectively support and maintain all the Systems, Servers and equipment provided. This will include:

- 24x7x365 monitoring and management of the IT and Non-IT equipment's of the DC Data Center.
- Operating System administration, including but not limited to management of users, processes, preventive maintenance and management of servers including updates and patches to ensure that the system is properly updated at any given time.
- Installation and re-installation of the server hardware in the event of system crash/failures.
- Regular analysis of events and logs generated in all the sub-systems including but not limited to servers, operating systems, security devices etc. to identify vulnerabilities. Action shall be taken in accordance with the results of the log analysis.
- Adoption of policies as defined by the state government/Tendering Authority and conforming to standards wherever applicable.
- Provide integration and user support on all supported servers and data storage systems.
- Troubleshoot problems with overall aspects of DC equipment and Infrastructure. Problems shall be logged in at the Helpdesk and resolved as per the SLAs defined in this document.
- Manage and monitor server configuration, steady performance and activity of all servers
- Document for all equipment/ components configurations.

- OS Hardening to address security weaknesses in operation systems by implementing the latest OS & application patches, hot fixes & updates and following procedures & policies to reduce attacks & system down time.

● **Network Management Services**

The objective of this service is to ensure continuous operation and upkeep of the LAN & WAN infrastructure at the DC including all active and passive components.

The services to be provided for Network Management include:

- Ensuring that the network is steady and available 24x7x365 as per the prescribed SLAs
- Attending to and resolving network failures and snags
- Support and maintain the overall network infrastructure including but not limited to LAN passive components, routers, switches etc.
- Configuration and backup of network devices including documentation of all configurations.
- 24x7x365 monitoring of the network to spot the problems immediately.

- Provide information on performance of Ethernet segments, including capacity utilization and error statistics for the segment and the top-contributing hosts, WAN links and routers
- Installation and Re-installation of the network devices in the event of crash/ failures.
 - i. Provision, install, and maintain sufficient redundancy and alternative routing, based on the design, to meet the Customer requirement, Service Levels, subject to the Change Management procedures.
 - ii. Manage Server load balancing, troubleshoot and resolve all server, storage and networking related issues
 - iii. Proactively monitor network performance, identify and eliminate single points of failure within the Network, schedule required patch upgrade, license management in compliance with the corresponding ITIL processes.
 - iv. Coordinate with OEM and Third Party Vendors on Network hardware break/fix issues.
 - v. administer TLS/SSL certificates including certificate installation, monitoring certificate, status and certificate renewals
 - vi. Firewall administration, create, edit, or remove a port rule as required subject to the Change Management procedures.
 - vii. Provide operational training and documentation for supporting networking services.

Tuning of various parameters to optimize performance and to ensure industry standard QoS with customization is being delivered.

● **Server and Storage Administration and Management Services**

The bidder shall be responsible for the management of the storage solution and shall provide the following services: -

- Identify key resources in the Storage solution.
- Identify interconnects between key resources in the Storage solution
- Receive asynchronous notification that the configuration of the Storage solution has changed
- Identify the health of key resources in the Storage solution
- Identify the available performance of interconnects in the Storage solution
- Receive asynchronous notification that the performance of the Storage interconnect solution has changed
- Identify the zones being enforced in the Storage solution
- Create/ delete and enable/disable zones in the Storage solution
- Identify the storage volumes in the Storage solution
- Create/ delete/ modify storage volumes in the Storage solution
- Identify the connectivity and access rights to Storage Volumes in the Storage solution
- Create/ delete & enable/ disable connectivity and access rights to Storage Volumes in the Storage solution
- To meet interoperability requirements, the Storage arrays shall support data replication in both synchronous and asynchronous modes across heterogeneous storage arrays

from different OEMs.

- The Storage shall support Point-in-time copy and full volume copy for heterogeneous storage arrays. It should support these operations from storage of one OEM to storage from another OEM.
- The multi-path software should not only support the supplied storage and Operating systems but should also support heterogeneous storage and operating systems from different OEMs.
- The Volume Manager and File system should support heterogeneous Storage models from different OEMs.
 - i. Provide operational training and documentation for supporting Storage infrastructure.
 - ii. Update Log register, Incident information and Change information, in compliance with the corresponding ITIL processes and audit requirement.

- **Security Administration and Management Services**

The objective of this service is to provide a secure environment through the implementation of the state security policy (to be laid down by the Tendering Authority with the assistance from the Bidder). This service includes:

- Addressing the ongoing needs of security management including, but not limited to, monitoring of various devices/ tools such as firewall, IPS/IDS, content filtering and blocking, virus protection spam protection and vulnerability protection through implementation of proper patches and rules.
- Maintaining an updated knowledge base of all the published security vulnerabilities and virus threats for related software and microcode etc.
- Ensuring that latest patches/ workarounds for identified vulnerabilities are applied immediately.
- Respond to security breaches or other security incidents and coordinate with respective OEM in case a new threat is observed to ensure that workaround / patch is made available for the same.
- Provide a well-designed photo identity management system, security of physical and digital assets, data & network security, infrastructure security backup and recovery etc. Smart card system is industry standard and therefore it may be adopted.
- Maintenance and management of security devices, including, but not limited to maintaining firewall services to restrict network protocols and traffic, detecting intrusions or unauthorized access to networks, systems, services, applications or data, protecting data, email, gateways, firewalls, servers etc. from viruses.
- Ensuring that the security policy is maintained and updates to the same are made regularly as per ISO 270001, BS 7799 and BS 15000 guidelines.
- Compliance of security regulations defined by GoI or any other Govt. Authorized agency such as CERT-IN, ORG-IN etc.
- Data security audit to be done by third party audit firm every six months or as directed by the Tendering Authority.

- **Physical Security Services**

The objective of this service is to provide a physically secure environment through the

presence of physical security guards. Manpower would be as per Manpower requirements table as specified in the RFP document. This service includes: -

- i. Monitoring bona fide personnel only enter the datacenter.
- ii. Frisk bags of personnel entering the datacenter to ensure that it does not contain any item/ device which can be used to breach information security at the datacenter.
- iii. Security personnel are well versed with ISO 27001 requirements of physical security.
- iv. Primary checking by help of various accessories / equipment is DCO's responsibility.
- v. Secure placement of original manuals, CDs, Backups, Media etc. management.
- vi. In case FM200 gas is used/ consumed/ leaked or finished by any reason, bidder has to refill it. The charges for this will be borne by the bidder.
- vii. In case FM200 gas is consumed due to any reason (other than mock test), it has to be refilled by the DCO at his own cost as per standards (certified by OEM) within 2 weeks from the date of release of gas. Meanwhile the DCO has to provide fire extinguishers min. 10 cylinders of 4.5 lit (indicative qty and vol.) for fire suppression.

• **Backup and Restore Services**

- Backup of storage as per the defined policies (to be framed by the Tendering Authority with assistance from the bidder).
- Monitoring and enhancing the performance of scheduled backups, Schedule regular testing of backups and ensuring adherence to related retention policies as defined by the state
- Prompt execution of on-demand backups of volumes and files whenever required or in case of upgrades and configuration changes to the system.
- Real-time monitoring, log maintenance and reporting of backup status on a regular basis.
- Media management tasks, including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting in fire proof cabinets (onsite and offsite). The Bidder shall provide Offsite media storage security and will have to bear the expenses of such activities outside location.
- 24x7x 365 supports for file and volume restoration requests at the Data Center.
- All consumables in terms of Tapes/Ink cartridges/ FM200 gas etc. needs to be provided by the bidder in line with backup and data retention policy

• **Physical Infrastructure Management and Maintenance Services**

- All the devices that will be installed in the Data Center as part of the physical infrastructure should be SNMP enabled (wherever possible) and shall be centrally and remotely monitored and managed on a 24x7x365 basis. Industry leading infrastructure management solution should be deployed to facilitate monitoring and management of the Data Center Infrastructure on one integrated console. The physical infrastructure management and maintenance services shall include:
 - Proactive and reactive maintenance, repair and replacement of defective components (IT and Non-IT/ Hardware and Software) in co-ordination with OEM selected by the ITI
 - Component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent or higher configuration) within the time

frame indicated in the Service Level Agreement (SLA).

- The selected bidder shall also maintain records of all maintenance of the system and shall maintain a logbook on-site that may be inspected by Tendering Authority/ Govt. authorized personnel at any time.
- The selected bidder shall ensure proper and regular cleaning of the SDC premises and its material like glass, floor, tapestry, blinds, furnishing material etc.
- The selected bidder must replace, with immediate effect, any damage to physical, infrastructure, equipment, data etc., caused by any calamity/ fire/ theft/ disaster/ riot/ unrest etc.

- **Help Desk Services**

The help desk service will serve as a single point of contact for all customer related incidents and service requests. The service will provide a Single Point of Contact (SPOC) and also resolution of incidents. The scope of work includes: -

- 24x7x365 Help Desk facility for reporting issues / problems with the IT infrastructure.
- To provide a service desk facility and set up all necessary channels for reporting issues to helpdesk. The incident reporting channels are stated below.
 - a) Specific E-Mail account
 - b) Dedicated Phone Numbers
 - c) Fax
- To implement a call logging system in line with the severity levels as mentioned in SLA.
- The Help Desk shall undertake the following activities: -
 - a) Log issues / complaints related to IT infrastructure at the Data Center under the scope of work and issue an ID number against the issue / complaint.
 - b) Assign severity level to each issue / complaint.
 - c) Track each issue / complaint to resolution.
 - d) Escalate the issues / complaints to Tendering Authority if necessary, as per the escalation matrix defined in discussion with Tendering Authority.
 - e) Provide feedback to the callers.
 - f) Analyze the issue / complaint statistics
 - g) Creation of knowledge base on frequently asked questions to aid the users of the IT infrastructure.

- **Database Management**

- The selected bidder will make use of OEM as well as performance & monitoring tools to monitor and manage database.
- The selected bidder will undertake tasks of managing changes to database schema, disk space, storage, user roles etc.,
- The selected bidder will periodically perform configuration checks to provide fine tuning inputs to SDC with respect to performance and proactive identification of potential problems
- The selected bidder will provide performance monitoring and tuning of the databases on a regular basis as well as proactive health checkup.
- The selected bidder will manage database upgrade or patch upgrade as and when required

with planned minimal downtime and also conduct regular backups for all databases in accordance with the backup and archive policies and conduct recovery whenever required, in adherence to change management process.

- Installing client software (The Apps are to be provided by client depts. for installation & it will be jointly done by DCO& client department) and configuring database connectivity, applying Software patch as provided.
- The selected bidder will provide database performance and health reports to the tendering authority as per standards.

- **Preventive Maintenance Services**

- Check, Repair/ Replace any loose contacts in the cables / connectors & connections on a regular basis.
- Conduct preventive maintenance every three months or as directed by the Tendering Authority (including inspection, testing, satisfactory execution of diagnostics and necessary repairing of the equipment).
- Cleaning and removal of dust, dirt etc. from the interior and exterior of the equipment on a daily basis.
- Preventive Maintenance Activities of components as per their manufactures' recommendations / advice.
- The Datacenter operator will keep a web based monitoring format and schedule of preventive maintenance services and shall provide reports to the Tendering Authority whenever asked for.
- The Preventive Maintenance shall be carried out in Non-Prime Hours only under intimation to Tendering Authority.

- **Corrective Maintenance Services**

- Warranty and maintenance/ troubleshooting of hardware problem of all supplied IT Infrastructure including network (active / passive) equipment, Security etc. and support infrastructure equipment, UPS, AC, DG Sets etc. and rectification of the same.
- Troubleshooting of problems arising in the network and resolving the same.
- Documentation of problems, isolation, cause and rectification procedures for building knowledge base for the known problems.
- The Datacenter operator will keep a web based monitoring format (including registration of complaints/ problems) of corrective maintenance services and shall provide to the Tendering Authority as and when required.

- **Vendor Management Services**

- The Data Centre OPERATOR shall coordinate with all the vendors for upkeep of IT and Non IT equipment deployed in the Data centre to meet the SLA and shall liaison with various vendors OEMS/ Suppliers/ Contractors for related works, equipment & Services.
- The Data Centre OPERATOR shall also maintain authenticated and verified database of the various vendors and service providers for ITI DATA CENTER, including authenticated

details of deputed persons like contact person, with complete address, telephone & mobile numbers, email, escalation matrix, response time and resolution time, commitments etc. Police verification may be sought by the Tendering Authority in case of deployment of manpower by the OPERATOR.

- The Data Centre OPERATOR shall, if required, escalate and log calls with different vendors/OEMs and Internet Service Providers and coordinate with them to get the problems resolved.
- Application Hosting services – Hosting of Apps from time to time as may be required by the ITI DC. Before hosting of applications it must be properly scanned by required/ authentic S/W for its non-pervasive / non-destructive nature to ITI DATA CENTER.

• **Disaster Recovery Services**

Successful bidder supports for: - ITI should be in a position to provide Disaster recovery services to the Customers and comply ISO 22301 standards. It should be capable to offer DRaaS (Disaster Recovery as a Service).

It should be flexible to meet different RPO/RTO requirements as per tenants' business needs.

• **Datacentre Facilities Management Services**

The Bidder will provide 24x7 Security personnel, housekeeping staff for maintaining clean and healthy environment in the data centre premises.

• **Data Center-1 and Data Center-2 operations**

ITI operates two data center (DC-1 and DC-2) at the same campus in adjacent buildings. Though this RFP states for O&M of Data Center-1 only, Data Center-2 operations should not be affected and successful bidder is expected to extend their support for but not limited to :-

- i. Inter-building connectivity of ISPs.
- ii. Rack movement though buildings with proper access permissions
- iii. Customer movement though buildings with proper access permissions
- iv. Usage of Lift for Rack/Material/VIP Visitors/Vendors movement
- v. Usage of Data Center Gate for access of customers/Employees/materials/Cargos/VIP visitors/vendors/OEMs related to New DC.
- vi. Non-IT Facility area is common for New & Data Center-1. The respective manpower may use the common passage, Entry Exit etc.

PART-C: Scope of Work in a brief

1. Manageability

The ITI DATA CENTER has been designed in an efficient way to ensure an easy maintenance. It facilitates ease of configuration, ongoing health monitoring, and failure detection that are vital to the goals of scalability, availability, and security.

Liasioning, operation, maintenance, OEM management/Consultancy and project management will be done by THE SUCCESSFUL BIDDER for the entire duration of the contract.

2. Certification

The selected bidder would undertake / maintain the following certification and any other certification if required by the data centre standards from time to time or as demanded by the customer. The bidder would be responsible for obtaining all the certifications mentioned below, in ITI's name. However, all the cost for the certifications will be borne by the ITI.

3. MIS Reports

The bidder shall provide the MIS reports on monthly basis or as and when desired by the Tendering Authority for all the devices and resources installed in the Data Center in an appropriate format that would be in consultation with the Tendering Authority. Whenever required by the Tendering Authority, THE SUCCESSFUL BIDDER should be able to provide additional reports as per their standard formats.

4. Other Responsibility

Successful Bidder will be responsible for but not limited to entire Operation & Management of Data Center such as day to day operations of Non-IT infra, IT infra, Facility, Housekeeping, Security, Material Movement, Customer visits, Support for AMC & Maintenance, Audits, Reports, Maintaining overall data center uptime of 99.982%, etc.

5. Marketing, Sales-Pre-Sales, Billing, Accounting & Revenue Generation

Successful Bidder will be responsible for but not limited to Marketing, Sales-Pre-Sales, Billing, Accounting & Revenue Generation, Sundry Debtor collections of Data Center-1. Further, bidder is also responsible for Customer retention, on-boarding further customer to maintain Target revenue per year.

PART-D: Broad Scope of Work

1. Broad Scope of Work

i. Project management for following activities:

I.	Air-conditioning	<p>The bidder would have the responsibility of maintaining adequate temperature (even during power outage) in all the areas of the Data Centre keeping in mind the energy efficiency.</p> <p>Comfort Air-Conditioning System (for DC, NOC, UPS / Electrical room etc.)</p>
II.	Electrical Distribution of Mains, Lighting, LT panels, HT Panels, UPS Power Generators, and Transformers	<p>All the electrical requirement of the Data Centre area meet Tier III, Concurrent maintainability Architecture which includes following requirements: DG Sets needs to be maintained in N+N redundancy UPS shall be maintained in N+N redundancy Data centre main panels shall be maintained in N+N redundancy</p> <p>All the electrical requirement of the Data Centre area has been taken care of as per Tier III standards of TIA 942 which includes following requirements: Separate Earth pits for components – Copper plate earthing Copper Earth Electrodes & Earth strips UPS Distribution Board with MCBs, ELCBs (various ratings) PRS (Parallel Redundant System) built in the solution for distribution redundancy between UPS and Rack All types of Power Cabling and Bus Trucking System All output distribution points (including 3-Phase NEMA connectors etc.) Cables & end Terminations Sub/Circuit Mains Data Centre Lighting (including Emergency lighting)</p>
III.	DCIM (Data Centre Infrastructure Management System)	<p>DCIM have provisioned the Operations and Maintenance of entire Data Centre infrastructure</p>
IV.	Building Management System (BMS)	<p>The Integrated BMS should include the following components: Software Addressable Fire Alarm System</p>

V.	Physical Security (Access Control), Fire-fighting etc.	<ul style="list-style-type: none"> LASER Aspiration System for early smoke detection NOVAC 1230 based Fire Suppression System Access Control System involving - <ul style="list-style-type: none"> Closed Circuit Television System (CCTV) Biometric and Proximity Card Attendance Management System Alarm System Rodent Repellent System Water Leak Detection System
VI.	Network Operation Centre (NOC)	This facility has NOC with following features: - Have Large Video Wall Display units, Desk Computers, LAN connection.
VII.	Data Center Classification	The Data Center conforms to the guidelines given by TIA942 for Tier III and is targeted towards: High Physical Security, Reliability, Availability, Scalability, Manageability and Inter-operability. It is highly desirable that the bidder ensures that the Data Centre is audited periodically and certified by the authorized agencies for Tier-III surveillance audits.
VIII	Tools	Successful bidder shall arrange all the required tools for any day to day maintenance activity.
IX	HVAC/Chillers	

- Should be flexible to meet different RPO/RTO requirements as per tenants' business needs.

2. Resource Requirement: Manpower Resources

a) For Data Centre

Data Centre Management would be done by a team consisting of various roles for which suggested eligibility criteria and positions are furnished in the table below: -

Sl. No.	Role	Min Qualification, Relevant Experience & Certifications
1	DC Project Manager	Graduation/Post graduation, with 10 Years of Data Center/IT experience.
2	Technical specialist- Network & Security	B.E./ B.Tech., 3 Years relevant experience, CCNA, CCSP / CISSP or equivalent

3	Technical specialist - Server, Storage & Backup	B.E./ B.Tech./MCA, 3 Years relevant experience, OEM certified L2 engineer on Server, Storage , backup management and maintenance.
4	EMS Executives	OEM certified L2 engineer on EMS
5	CDCP certified Engineers	B.E./ B.Tech., 3 Years relevant experience with CDCP Certified or equivalent
6	Database Administrators	B.E./ B.Tech., 3 Years relevant experience, OEM certified level 2 / 3 on DB
7	Helpdesk Coordinators	Technical Graduate/ Diploma, 2 Years relevant experience, Relevant OEM certified
8	BMS support Executives	Graduate/ Diploma, 2 Years relevant experience in Data center provisioning, decommissioning and break fix activity.
		Person with 5 Years relevant experience in BMS;
		Person with 5 Year relevant experience in firefighting & safety;
		Person with 5 Year relevant Experience in DG, UPS & electrical works
9	Support/ Back office Managers	Graduate/ Diploma, 5 Years, Relevant experience, ITIL Knowledge
10	Pre Sales Managers	MBA with 5 Years, Relevant experience, ITIL Knowledge etc.
11	HR	MBA/PG in HR with relevant experience
12	Finance & Accounts	BCOM/MBA-Finance/CA with relevant experience
13	Security personals	Adequate & experienced security along with gunman in each shift.
14	Housekeeping	Adequate & trained house-keeping team for day to day house-keeping activity in DC.

Note: Above is the estimated resource plan. Bidder may propose more manpower required for smooth operation of DC.

3. SERVICE LEVEL AGREEMENT – SLA – As per Annexure

4. PENALTY CLAUSE

The bidder shall adhere to the standard O&M practices of Data Centre and maintain the defined SLAs. However, if in case any penalties imposed by any existing /future customer, the same will be imposed on back to back basis to the selected bidder.

PART-E: Roles & Responsibilities

Roles & Responsibilities of ITI

- The building space measuring about 40,000 sq ft (North Blocks of F-21) of ITI Complex, ITI Limited, Bangalore-560 016 will be made available to the Data Center-1 on "as is where is" basis.
- ITI will constitute a 'Monitoring Committee' with members drawn from various fields of expertise to supervise, coordinate, monitor and conduct periodical auditing on the functioning of the Data Center in terms of its customer base, customer records & transactions, service performance, service charges, revenue generation etc. through suitable Software Tools as when required.
- The Billing of Data Centre business will be the responsibility of ITI. Bidder shall support all necessary inputs to ITI for prepare the bills/invoices.
- ITI shall open a separate escrow account to share the revenue as per agreed revenue share ratio. All bank operating charges to be absorbed by Selected Bidder.

Roles and Responsibilities of Selected bidder

- The activities of Data Centre should be completely isolated from the factory activities of ITI.
- The complete infrastructure including the physical security of the Data Center is to be provided by Selected bidder.
- Renovation / modification plan of ITI premises offered for the Data centre business to be submitted for ITI approval before implementation to suit the Data centre requirement, Selected bidder will be responsible for procuring, installing, testing and maintaining the Equipment's & Software required for setting up Data Center Infrastructures.
- Selected bidder shall execute the work of installation of the Data Center equipment with best practices.
- Selected bidder shall provide details of the equipment & complete network diagram with details of proposed connectivity to be deployed for providing Data Center Services, as & when required.
- Assessing power requirements for required power from KEB Mains. Transformer, DG Sets with AMF Panel, LT Distribution Panels, redundancy for UPS, AC and Backup Ganarators with auto start and auto shutoff facilities and arranging the same.
- Maintaining the following for the Data Center
 - Precision A/C with redundancy.
 - Comfort AC centralized and split units outside the server room and communication room.
 - fire detection / fire suppression equipment's with automatic and manual controls.
 - surveillance systems / CCTV/ access control with automatic and manual controls.
 - rodent repellent systems.
 - Water leak detectors.
 - Adequate lighting and emergency lighting connected to backup power-
- Monitoring the systems for power, chilling plant, temperature lighting etc. including building management the Data Center.

- Maintain areas of civil interior works, power distribution, comfort air-conditioning, precision air-conditioning, fire detection and protection systems. security systems like access control, biometrics, CCTV and overall building management systems as suitable for Data Center.
- The Data Centre should be maintained with N+ 1 redundancy across the board without any single point of failure.
- All Hardware & Software shall be maintained redundant with an uptime of 99.982% with no single point of failure.
- Selected bidder will manage Firewall, IPS (Intrusion Prevention System) and IDS (Intrusion Detection System) to prevent the following
 - (a) Denial of Service attacks
 - (b) Fraud and Abuse
 - (c) Confidentiality and Data Privacy Attacks
- Selected bidder will provide Secure Method of
 - (a) Endpoint provisioning
 - (b) Software downloads
 - (c) Remote Access
- Selected bidder will Maintain suitable system which has facility of User based Access Control.
- Selected bidder shall Manage software programs & testers required for carrying out the validation tests
- Selected bidder shall manage Network Operation Center (NOC) to facilitate operation and maintenance of Data Center Services.
- Every activity by Selected bidder in respect of the Data Center architecture, installation & commissioning and operation & maintenance shall be in consultation with ITI. For substantiating this, logs will be maintained only till the next review meeting or 15 days whichever is less.
- All the individual components used / activities planned should conform to Data Center best practices/ industrial standards
- Selected bidder shall ensure that the OEMs must warrant all equipment's, accessories. spare parts etc. against any manufacturing defects during the agreement period at their own cost.
- Preventive maintenance of equipment like UPS, AC, Generator etc for all the products will be within the scope and needs to be undertaken by the Selected bidder including upgradation / enhancement of system for the entire contract period.
- Marketing of Data Center Service to potential customers.
- The business carried out by Selected bidder should be legal and which are permissible under the law of land.
- Selected bidder shall ensure the compliance with existing Govt of India policies & regulation applicable to Data Center.
- Selected bidder may have back-end relationship with other specialized entities for providing necessary equipment for running the Data Center Services. These relationships shall not have any liability on IT and ITI shall, in no way, be a party to it. However, ITI shall be informed by Selected bidder of such Specialized Entities.



- Selected bidder shall not misuse the infra (IT & Non-IT) which is the property of ITI. The agreement signed with ITI shall not be misused except for lawful business purposes.
- Selected bidder shall be solely responsible for the IP, Copy Right & lawfulness of the Data Center Services & shall indemnify ITI for third party claim. Selected bidder shall be responsible for approval & regulatory compliance outside India for carrying the traffic abroad & routing of the same, upon commencement of such services.
- Since the Data Center Services will be offered under ITI brand, Selected bidder shall ensure that there is no breach of license conditions and indemnify ITI for damages, both for financial and otherwise, arising out of any breach of the licensing conditions.
- Selected bidder shall submit business operation report on monthly basis.
- To handover the infrastructure after agreement period in working condition.

JOINT RESPONSIBILITIES OF IT AND Selected Bidder

- ITI & Selected bidder shall jointly design and implement the tariff package for Data Center Services taking into consideration the local factors, prevailing competition, market scenario, etc. Tariff packages shall be reviewed in the joint meetings of the IT and Selected bidder.
- ITI and Selected bidder shall hold monthly consultations for reviewing progress/results of strategies for business improvement & marketing and promoting the Data Center.
- Selected bidder shall fix up the tariff for Data Center Services in consultation with ITI from time to time. However, Selected bidder shall decide the final tariff plan as per the consultation with ITI. Selected bidder shall be responsible for Implementation of tariff plans in their billing system.
- ITI shall raise the bills as per the timelines prescribed in the contract executed with the Clients pertaining to Data Centre Services. Other responsibilities till realisation of revenue rest with Selected bidder. Selected bidder shall provide the data & billing in the proper format. ITI shall edit the e-Invoices wherever required.
- Gross revenue collected from Data Center Services by way of but not limited to :
 - Registration, activation, installation charges etc.
 - Co-location Services
 - Web hosting Services
 - Managed IT Services
 - Revenue from other similar Services
- The payment to Water Authority, Electricity Board, Rent, optional Services etc. shall be paid by Selected bidder through cheque/NEFT/RTGS/etc. on monthly basis as per bills raised by ITI.
- All information in respect of revenues generated out of running the Data Center Services shall be disclosed to either party immediately. Any disclosure found to be materially false at any stage shall amount to breach of contract and shall attract relevant clauses of this Agreement.
- All taxes/levies applicable on the Data Center Services shall be a pass-through item and shall be billed to and collected from the customer and paid to the respective statutory bodies.

9. SECTION V: Bid Evaluation Methodology

Evaluation of the Bidder will be done as follows: -

1. Prequalification Bid will be opened first on the date and time specified under the Calendar of Events.
2. Technical Bid of those who qualify in the prequalification bid will be opened next. It will be analysed by the authorised Committee to ensure that the Bidder has complied with all the clauses of the RFP.
3. In case of any non-compliance / lack of clarity, if the Committee feels it necessary, the same shall be clarified with the Concerned Bidder.
4. Unpriced commercial Bid enclosed with the Technical Bid, will be analysed to ensure that the quoted items are in line with the RFP.
5. Bidders will be informed of the Commercial Bid Opening Date and the Commercial Bid will be opened at the specific time and date.
6. Technically qualified bidders will be intimated for opening of their commercial bid and forward e-auction schedule.
7. The bidder who offers highest share (H1) of the revenue generated by the Data Center-1 to ITI, will be awarded the Contract by ITI.

10. SECTION VI: Commercial

ITI invites commercials from interested bidders for Operation & Management of its existing Data Center-1 on revenue sharing model. The Data Center-1 is currently functioning with 95% occupancy. Existing customers shall be served by selected bidder as per customer's existing Agreements, POs, SLAs signed/agreed.

10.1 Interested bidder to note the below points while quoting the commercials: -

- a) The Data Center shall be handed over to successful bidder for Operation & Management on “As is where is” basis. Bidders are requested to do the site survey before bidding.
- b) Minimum Guaranteed Revenue Share (MGRS) to ITI: - The minimum guaranteed amount which should be shared to ITI out of the TOTAL REVENUE generated through Data Center-1 business should be Rs. 4 Crore per year after deducting all applicable taxes.
- c) Bidders to quote for MGRS % and the equivalent MGRS amount per year. The percentage of revenue sharing to ITI shall be in such a way that ITI receives the revenue share which is equal to or more than the MGRS.
- d) Bidders shall submit the commercials as in below format: -

Description	MGRS percentage to ITI	Equivalent MGRS amount per year (In Cr.)
Data Center-1 O&M Commercial	____%	Rs. _____/-

Note- The Commercial will be budgetary only & the same will not be considered for finalizing the successful bidder. Selection of successful bidder will be based on Highest Revenue percentage to ITI given by bidder.

- e) The MGRS to ITI in percentage shall be minimum 18% of total revenue. During e-auction, bidders shall quote in the incremental step of 0.1% over and above quoted % to arrive on H1.
- f) ITI will go for forward e-auction to arrive H1 bidder. Bidders can participate in e-auction by quoting revenue sharing percentage to ITI which yield amount higher than or equal to the MGRS (Forward auction).
- g) Bidder to quote in terms of percentage (%) during e-auction.
- h) Each slab of quoting shall be in the incremental step of 0.1%.
- i) The TOTAL Revenue of DC-1 will be internally decided by ITI and MGRS amount will be arrived based on MGRS % quoted by bidder. The selection of bidder will be based on the highest MGRS amount to ITI or percentage revenue share (MGRS) offered to ITI though e-auction, whichever is higher.

- j) The successful bidder shall submit the PBG equal to the amount of MGRS to ITI along with the contract agreement signing.
- k) In case bidder fails to generate enough business/revenue (Total Revenue) which leads to lesser MGRS to ITI, in this case PBG shall be forfeited. Bidder shall again submit the PBG equal to the amount of MGRS to ITI for business continuation.

10.2 General Terms and Conditions of E-Auction bidding

Nature and Object of Online bidding

The e-Auction bidding is with an objective of Free and Fair Sale transparency and for achieving the best possible competitive price.

10.3 Caution to bidders

- The Bidders are advised / cautioned to verify with the concerned SRO as well as the Revenue Records / other Statutory Authorities such as Sale Tax / Excise / Income Tax etc. and shall satisfy themselves regarding the nature, description, condition encumbrance, lien, charges, statutory dues, etc. over the said property(ies) before submitting their bids.
- The Bidders are advised to go through all the terms and conditions of bid given in this tender document before submitting the bid and participating in the e-Auction bid.
- The bidders may participate in E-Auction for bidding from their place of choice. Internet connectivity shall have to be ensured by bidder himself. ITI shall not be held responsible for the internet connectivity network problems system crash, own power failure, etc.
- The Bidder shall keep the price valid for a period of 180 days from the date of Bid Opening. ITI further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a Bidder.
- Bidder shall quote for all the items as specified in the price bid.
- The successful bidder is held responsible for the overall deliverables during the period of contract. The prices, once offered, must remain firm and must not be subject to escalation for any reason whatsoever within the period of the project.

10.4 The Commercial Bid Format

The commercial format is as follows: -

Description	MGRS percentage to ITI	Equivalent MGRS amount per year
Data Center-1 O&M Commercial	___%	Rs. _____/-

Note: All prices shall be in INR and inclusive of all incidental charges including taxes/ duties. From Bidder’s share, the following shall be deducted: -

- TDS for the pending bills of Bidder raised till then.
- Amount pertaining to Pending bills of Electricity, Water, rent if any, etc.
- Bank charges if any and Bank Guarantee charges, if applicable.
- Any other dues which Bidder owes to ITI.
- Any deductions from the bills by the Customer due to penalty, LD etc. will be deducted from Bidder’s account.

Additional instructions for Forward e-Auction:

Sr. No	Events	Dates and descriptions	
1	Pre-bid training to the intending bidders for online bidding by M/s.ITI Limited. Interested bidders can contact support numbers of M/s.ITI Limited.	Will be informed to Technical Qualified bidders.	
2	Auction Extension Details	Number of extension: Unlimited Prior Extension in Minutes: 5 Bid closing /Extension time in Minutes : 20	
3	Scheduled Date & time of opening and closing of e-Auction	Opening at Will be intimated.	Closing at Will be intimated.
4.a	Minimum Bid Increment	0.1%	
4.b	Starting Bid (%)	18%	
5	Intimation to securing the position of the H-1 Bidder (highest bidder)	Immediately after completion of e-Auction by the Services provider i.e. M/s. ITI Limited	
6	Return of EMD of unsuccessful Bidders	As per NIT / RFP Conditions	

Contact details of e-Wizard portal support team

Sl No	Name	Indicative Territory	ContactDetails	Email ID
1	Mr. Gagan T S	-	+91 8448288987	epochelpdesk.01@gmail.com
2	Mrs. Sujatha K	-	+91 8448288989	epochelpdesk.101@gmail.com
3	Mr. Chaitanya Y	-	+91 8448288985	epochelpdesk.03@gmail.com
4	Mr. Nittin S	-	+91 8448288986	epochelpdesk.44@gmail.com

10.6 Payment Terms:

The Bidder must accept the payment terms proposed by ITI. The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed by ITI. Any deviation from the proposed payment terms would not be accepted. ITI shall have the right to withhold any payment due to the Bidder, in case of failures or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of ITI. Bidder will have to submit a document explaining all the Quoted costs.

10.7 The payment terms will be as follows:

- The payment will be through an Escrow mechanism and an Escrow account between ITI & Selected bidder shall be executed.

- All payments from customers will be received in the Escrow account and distributed on monthly basis with agreed Revenue sharing percentage.
- However, the annual revenue sharing shall be either INR MGRS or X% or INR TOTAL REVENUE which-ever is higher.

10.8 Use case Example of payment & revenue share: -

- Suppose Guaranteed Revenue (Total Revenue) is INR TOTAL REVENUE per year.
- Bidder selected with “X%” of INR TOTAL REVENUE to ITI, which will be termed as INR MGRS to ITI.
- Hence distribution will be either INR MGRS or X% or INR TOTAL REVENUE which-ever is higher.

Further, subsequent to the orders being placed/agreement executed, the Selected Bidder shall pay and where ever applicable, pass on to ITI, all fiscal benefits arising out of reductions in Government levies viz. GST and any other taxes, duties, levies etc.

GENERAL CONTRACT CONDITIONS

1. 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 performance 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 performance.

The Bidder shall not, without prior written consent of ITI Ltd make use of any document or information made available for this assignment, except for purposes of performing the Contract. All project related document issued by ITI Ltd, other than the Contract itself, shall remain the property of the ITI Ltd and shall be returned (in all copies) to the ITI Ltd on completion of the Bidder’s performance under the Contract if so required by the ITI Ltd.

2. FORCE MAJEURE

If at any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or failed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, flood explosion epidemic, quarantine restrictions, strike, lockout or acts of god(here after referred to ”eventuality”), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall by reason of such an “eventuality” be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or failure in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such “eventuality” has come to an end or cease to exist. In case of any dispute, the decision of Chairman ITI Ltd shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or failed by reason of any such eventuality for a period exceeding 60 days, either party may

at its option, terminate the contract. Provided also that if the contract is terminated under this clause the purchaser shall be at liberty to take over from the Selected Bidder at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out component and other stores in the course of materials, bought out components and other stores in the course of manufacturer which may be in the possession of the Selected Bidder at the time of such termination, or such portion thereof as the purchaser may deem fit, except such materials, as the Selected Bidder may ,with the concurrence of the Purchaser, elect to retain.

3. 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.

4. 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.

5. TERMINATION FOR CONVENIENCE

ITI Ltd. by written 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 its convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

6. 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 seat and venue of the arbitration proceeding shall be Bangalore.

7. LEGAL JURISDICTION

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

8. SET OFF

Any sum of money due & payable to the Selected Bidder (including security deposit refundable to him) under this contract may be appropriated by the ITI Ltd or any other person or persons contracting through the ITI Ltd and set off the same against any claim of the ITI Ltd or such other person or person for payment of a sum of money arising out of this contract or under any other contract made by the Selected Bidder with ITI Ltd. or such other person or persons contracting through ITI Ltd. regarding this RFP.

9. FORE CLOSURE / RESTRICTION / DEVIATION OF CONTRACT

If at any time after acceptance of the RFP ITI Ltd. decides to abandon or reduce the scope of the work for any reason whatsoever, the Project in-charge shall give notice in writing of the fact to foreclose or restrict the scope of work to the Selected Bidder and the Selected Bidder shall have no claim to any payment of compensation or otherwise whatsoever, on account of any loss of profit or advantage which he might have derived from the execution of the work.

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 as Annexure-III.

11. PROGRESS OF THE PROJECT

Progress of the Project shall be intimated in writing to ITI Ltd. on fortnight basis by the successful Bidder. In case of failure if any, should be clearly specified by the bidder.

12. COMPLETENESS OF TENDER OFFER

The Bidder is expected to examine all instructions, forms, terms, conditions and deliverables in the Tender Documents. Failure to furnish all information required by the tender

documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Bidder's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the Bidder if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished.

- 13. Indemnity:** The successful bidder shall exercise reasonable skill, care and diligence and keep the Company indemnified in respect of any loss, damage or claim whatsoever arising out of or related to breach of this Bid Document and the agreement to be entered into with the successful Bidder, statutory duty or negligence by the selected Bidder or its staff, agents or permitted subcontractors in relation to the performance or otherwise of the services under the Agreement.
- 14. Waivers:** Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.
- 15. Risk Management:** Bidder shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the bidder under this Contract. Bidder shall underwrite all the risk related to its personnel deputed under this Contract and any other belongings of the bidder or their personnel during the entire period of their engagement in connection with this Contract and take all essential steps to reduce and mitigate the risk. ITI Ltd will have no liability on this account.
- 16. Severability:** In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.
- 17. IT Act 2000:** Besides the terms and conditions stated in this document, the contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2000, and any other guideline issued by ITI Ltd from time to time.
- 18. Government Immunity Clause:** It is expressly understood and agreed by and between parties that ITI is entering into this agreement solely on its own behalf and not on behalf-of any other person or entity. In particular, it is expressly understood and agreed between the Parties that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is hereby expressly understood and agreed that ITI is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. ITI represents and Bidder expressly agrees, acknowledges and understands that ITI is not an agent, representative or delegate of the Government of India. It is further understood and agreed between the Parties that the Government of India is not and shall not be liable for any

acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Bidder hereby expressly waives releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India as to any manner, claim, and cause of action or thing whatsoever arising of or under this Agreement.



ANNEXURE-I BID SECURITY FORM / EMD BG

Whereas..... (hereinafter called “the Selected Bidder”) has submitted its offer dated..... against RFP dated _____, KNOW ALL MEN by these presents that WE..... OF..... having our registered office atare bound unto ITI Ltd. In the sum of Rs..... for which payment will and truly to be made of the said ITI LTD., the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

- 1. If the Bidder withdraws his bid during the period of bid validity specified by the Selected Bidder on the Bid form or
- 2. If the Bidder, having been notified of the acceptance of his bid by ITI Ltd. during the period of bid validity
 - (a) Fails or refuses to execute the Contract, if required; or
 - (b) Fails or refuses to furnish the Performance Security, in accordance with the terms of RFP.

We undertake to pay to ITI Ltd. up to the above amount upon receipt of its first written Demand, without ITI Ltd. having to substantiate its demand, provided that in its demand, ITI Ltd. will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force as specified in the Bid Document up to and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.
Name
Signed in Capacity of
Name & Signature of witness Full address of Branch
Address of witness Tel No. of Branch
Fax No. of Branch
.....

Annexure-II: PERFORMANCE SECURITY GUARANTEE BOND / PBG

1. Against contract vide Advance Acceptance of the Bid No. _____ dated _____ covering _____ (hereinafter called the said "Contract") entered between ITI LIMITED (ITI LTD) (hereinafter called the "Purchaser") and M/s _____ (hereinafter referred to as the "BIDDER") this is to certify that at the request of BIDDER, we _____ Bank Ltd., are holding in trust in favour of the Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by BIDDER of any of the

Terms and Conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by BIDDER and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

2. We _____ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by BIDDER i.e. till _____ (viz the date up to ___ years and ___ months after the date of commencement of service by BIDDER) hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd., notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd., by the Purchaser before the said date. Payment under this letter of Guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd. Undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by BIDDER in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

5. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and BIDDER shall have no claim against us for making such payment.

6. We _____ bank Ltd., further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by BIDDER from time to time or to postpone for any time from time to time any of the powers exercisable by the Purchaser against the said BIDDER and to forbear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said BIDDER or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or BIDDER.

Date _____

Place _____ Signature _____ (Bank's common seal)

Annexure-III: MUTUAL NON- DISCLOSURE AGREEMENT

This Agreement is made as of the ----- 2023 between ITI Ltd. having its registered and Corporate office at Dooravani Nagar, Bangalore-560016

And -----hereinafter called ITI Ltd. which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and (M/s. -----) a company having its registered office at ----- herein after called “The Bidder” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the mutual business purpose of this particular Consultancy as specified in Exhibit A (the “Business Purpose”), ITI Ltd. and M/s ----- recognize that there is a need to disclose to one another certain information, as defined in Para 1 below, of each party to be used only for the Business purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party’s disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party (“Confidential information”).

Information consists of certain specifications, designs, plans, drawings and /or technical information, and all copies and derivatives containing such information, that may be disclosed to one another for and during the purpose, which a party considers proprietary or confidential (“Information”). Information may be in any form or medium, tangible or intangible, and may be

Communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure.

2. M/s ----- and ITI Ltd hereby agreed at during the Confidentiality Period:

ITI Ltd. RFP. No. _____ Dated _____

- a. The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to

carry out the business purpose of this project as defined in exhibit A, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the purpose, and shall prevent disclosure of information to third parties.

- b. Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however. That an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.
3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate
- a. was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
 - b. has become generally available to the public without breach of confidentiality obligations of the receiving party; or
 - c. was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
 - d. is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure and appropriate protective order; or
 - e. is disclosed with the prior consent of the disclosing party; or
 - f. was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
 - g. the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.
4. Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in ITI Ltd. RFP. No. _____ Dated _____ protecting the confidentiality of any confidential information, which is removed, only with the disclosing party's prior

written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions the disclosing party's may impose upon any such approved removal, such as conditions that the removed confidential information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's confidential information all copies thereof.
6. Each party recognizes and agrees that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. Access to information hereunder shall not preclude an individual who has seen such information for the purpose of this agreement from working on future projects for the receiving party which relate to similar subject matters provided that such individual does not make reference to the information and does not copy the substance of the information during the confidentiality period. Furthermore nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know how developed by the receiving party's personnel under this agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.
8. As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection rights, trade secret or any other intellectual property right. **THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION.**
Execution of this agreement and the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase, or sale or to enter into any additional agreement of any kind.



9. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.
10. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
11. M/s ITI Ltd. has sole rights for the feasibility report submitted by M/s. -----
-----for its use with other successful bidder for next Phase (if any). If there is any conflict between earlier clauses and this clause, then this clause shall prevail.
12. That in case of any dispute or differences, breach & violation relating to the terms of the agreement. The said matter or dispute, difference shall be referred to sole arbitration of Chairman ITI Ltd or any other person appointed by him. That the award of the arbitrator shall be final and binding on both parties. In the vent of such arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Chairman ITI Ltd shall appoint another person to act as Arbitrator in place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. The M/s ----- will have No Objection in any such appointment, that arbitrator so appointed is employee of ITI Ltd.. . The said Arbitrator shall act under the Provisions of the Arbitrator and Conciliation Act, 1996 or any statutory modifications or reenactment there of any rules made thereof.
13. This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other Party's written consent.
14. This Agreement will remain in effect for one year from the date of the last disclosure of Confidential Information., at which time it will terminate, unless extended by the disclosing party in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by Their duly authorized officers or representatives.

(M/s-----)
Signature _____
Printed Name: _____
Title: _____

(M/s ITI Ltd.)
Signature: _____
Printed Name: _____
Title: _____

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF PARTNER FOR OPERATING & MANAGING THE DATA CENTER ON REVENUE SHARING MODEL



ITI Ltd
RFP No. _____ Dated _____
Exhibit A

Business Purpose: _____.

Confidential Information of M/s. ITI Ltd. w.r.t RFP No. _____ Dated _____

- All sites and their related information.
- All information shared in oral or in written form by ITI Ltd. with M/s -----
- Information downloaded or taken in physical form shall be returned/destroyed after use not copied.

ITI Ltd : _____
Signed

M/s -----
Signed

Annexure-IV : INTEGRITY PACT

GENERAL

This pre-bid pre-contract agreement (hereinafter called the Integrity Pact) is made on day of the month of , between, ITI Limited, ITI Bhavan, Dooravaninagar, Bangalore – 560016, India, (hereinafter called the "M/S ITI LIMITED", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s (*address of the Bidder*) (Hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the M/S ITI LIMITED proposes to invite Request for Proposal(RFP) for selection of a BIDDER for establishing and managing the Data Center Project for ITI and the BIDDER is willing to participate in the RFP as per the terms and conditions mentioned thereon;

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership company (*strike off whichever is not applicable*), constituted in accordance with the relevant law in the matter and the M/S ITI LIMITED is a PSU under the Department of Telecommunications, Ministry of Communications & IT, Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

- Enabling the M/S ITI LIMITED to select a BIDDER for establishing and managing the Data Center Project for ITI through the RFP in a transparent and corruption free manner, and
- Enabling BIDDERS to abstain from bribing or Indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the M/S ITI LIMITED will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact & agree as follows

1. Commitments of the M/S ITI LIMITED

1.1 The M/S ITI LIMITED undertakes that no official of the M/S ITI LIMITED, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any

person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The M/S ITI LIMITED will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the M/S ITI LIMITED will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the M/S ITI LIMITED with full and verifiable facts and the same is prima facie found to be correct by the M/S ITI LIMITED, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the M/S ITI LIMITED and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the M/S ITI LIMITED the proceedings under the contract would not be stalled.

3 Commitments of BIDDER

3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

a) The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the M/S ITI LIMITED, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

b) The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the M/S ITI LIMITED or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or, execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

c) BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

- d) BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.
- e) The BIDDER further confirms and declares to the M/S ITI LIMITED that the BIDDER is the original Selected Bidder / Project integrator for Data Center and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the M/S ITI LIMITED or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such, intercession, facilitation or recommendation.
- f) The BIDDER either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the M/S ITI LIMITED or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- g) The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- h) The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i) The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the M/S ITI LIMITED as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- j) The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k) The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- l) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the M/S ITI LIMITED, or alternatively, if any relative of an officer of the M/S ITI LIMITED has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of RFP Response. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- m) The BIDDER shall not lend to or borrow any money from or enter into any

monetary dealings or transactions, directly or indirectly, with any employee of the M/S ITI LIMITED.

4 Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any 'corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the M/S ITI LIMITED to take all or any one of the following actions, wherever required: -

a) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

b) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

c) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the M/S ITI LIMITED resulting from such cancellation/rescission.

d) To recover all sums paid in violation of this Pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

5.2 The M/S ITI LIMITED will be entitled to take all or any of the actions mentioned above, also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the M/S ITI LIMITED to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6 Independent Monitors

6.1 The M/S ITI LIMITED appoints Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

6.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the M/S ITI LIMITED.

6.6 The BIDDER(s) accept(s) that the Monitor has the right to access without restriction to all Project documentation of the M/S ITI LIMITED including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.

6.7 The M/S ITI LIMITED will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

6.8 The Monitor will submit a written report to the designated Authority of M/S ITI LIMITED within 8 to 10 weeks from the date of reference or intimation to him by the M/S ITI LIMITED / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7 Facilitation of Investigation

7.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the M/S ITI LIMITED or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8 Law and Place of Jurisdiction

8.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the M/S ITI LIMITED.



9 Other Legal Actions

9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10 Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the contract period with the M/S ITI LIMITED in case a contract is signed. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11 The parties hereby sign this Integrity Pact.

M/S ITI LIMITED

BIDDER

Bangalore Plant
ITI Limited, Bangalore-560016

CHIEF EXECUTIVE OFFICER
M/s (address)

Place: Bangalore

Place:

Date:

Date:

Witnesses:

1.

1.

This section provides the outline, content and the formats that the Bidders are required to follow in the preparation of the Pre-Qualification Bid

Annexure-V : SLA for O&M Agency

1. Overview of SLA

The purpose of this Service Level Agreement (herein referred to as ‘SLA’) sets the expectations between the ITI & Bidder. SLM is the therefore the cornerstone of how the Bidder sets and maintains commitments on managing the ITI Old Data Centre. The purpose of this SLM is to clearly define the levels of service provided by the Bidder to ITI Old Data Centre, for the duration of the contract.

2. SLM Coverage

The coverage of the SLM is as follows: -

(i) O&M

- i. Data Centre uptime
- ii. Construction and related Civil works
- iii. Electrical works for the building including Data Centre
- iv. Mechanical works related to Data Centre
- v. Security related for CCTV, ACS, etc.

(ii) Fire Management System

- vi. Gas based Fire suppression for DC area
- vii. VESDA for DC area
- viii. Water sprinkler system for Non-DC area

(iii) Environmental Management System

- ix. CRAC Units- Temperature, Humidity levels in DC
- x. Comfort cooling- Temperature in non-DC, human occupied areas
- xi. Pollution control
- xii. Preventive Maintenance

3. Service Levels & Targets

SLM provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. Bidder shall ensure provisioning of all required services while monitoring the performance and complying with the performance levels.

ITI may initiate an interim review to check the performance and the obligations of the Bidder. The SLM may be reviewed and revised in accordance to the procedures. ITI shall check performance of the Bidder on a monthly basis for the contractual period. This includes: -

- (i) Considering key issues of the past period’s performance including deviations, statistics, minor/ major incidents, service trends, etc.
- (ii) Discussing escalated problems, new issues and outstanding matters for resolution.
- (iii) Review of statistics related to rectification of outstanding faults and agreed changes.
- (iv) Obtain suggestions for changes to improve the service levels.

4. Performance Measurements & Targets

Measurement of Service Levels has been segregated in the following categories:

4.1. Power Availability

SLA Description	Power Availability
Definition of SLA	Availability of UPS Power shall be measured on each industrial sockets i.e. the Tap-off box for providing power to the IPDUs/PDUs of the IT Racks. Downtime will be the time interval between the time of actual fault/failure and the time of fault rectification
Process to capture raw data for SLA calculations	The raw data for the calculation of this SLA to be captured from DCIM (Data Centre Infrastructure Management) is the PDU logs applicable for the quarter. These logs are captured at an interval of 15 minutes and may be submitted with the MIS Report on monthly basis. However, since PDU Logs may not reflect the availability of UPS Power to Tap-off Box level, ITI may verify the PDU Logs with the IPDU Logs available in their system during MIS Report vetting on Power Availability on monthly basis for taking into

	consideration in the Uptime Report on Power Availability for the quarter. In case of an incident at PDU Level, instant alert is generated and is captured through the logs in DCIM (at 15-minute interval). A ticket is then raised in the helpdesk tool. In case of incident at Tap-off Box Level, MSP Team/ITI will register an Incident Ticket with the Helpdesk Team.		
SLA Calculation	Total downtime for the reporting period will be the consolidated resolution time of all such tickets mentioned above. A consolidated Availability = {1-(Total Downtime) / (Total Time – Maintenance Time)}*100		
Availability	≥ 99.982%		
Penalty calculation	Availability	Downtime	Penalty
	≥ 99.982%	7.88 minutes per month	No Penalty
	≥ 99.972% to < 99.982%	≤ 12.26 minutes to >7.88 minutes of downtime	5 % of revenue share applicable to selected bidder. To be calculated monthly.
	≥ 99.982% to < 99.972%	≤ 16.63 minutes to > 12.26 minutes of downtime	7.5 % of revenue share applicable to selected bidder. To be calculated monthly.
Measurement Interval	Monthly		
Reports and data to be submitted	Monthly Report		

4.2. Supply Air Temperature

SLA Description	Supply Air temperature
Definition of SLA	Measurement of Supply Air temperature & Humidity level in Cold Aisle (measured 1.5meter above the raised floor perforated tile at Start, Middle and End of Server racks of the row), Temp & RH sensors are installed by bidder to measure temperature and humidity Levels in the Data Centre.
Scope of SLA	The scope of SLA includes all the Cold Aisle areas inside Data Centre.
Process to capture raw data for SLA Calculations	Temperature and humidity sensors are installed in Cold aisle, Battery room, communication room and UPS areas of the Data Center. The readings from these sensors are captured in the DCIM tool at an interval of every 15 minutes. The data for SLA calculations can be extracted from the monthly reports captured in the DCIM tool. There are 3 temperature and humidity sensors installed in each Cold aisle row. DCIM captures the temperature and Humidity readings from all the three sensors installed in Cold Aisle area every 15 minutes. Deviation from the SLA target values i.e. 20to 24 degrees centigrade and 35% to 60% RH, for temperature and humidity is monitored for all the three sensors in each aisle.
SLA Calculation	The following steps are performed for the calculation of SLA: <ul style="list-style-type: none"> • Obtain the report of all the temperature and humidity readings for all the sensors from DCIM tool for the reporting month. • The deviation in the temperature and humidity readings from this SLA target values i.e. 20to 24 degrees centigrade and 35% to 60% RH will be verified such that if deviation persist continuously for 30 minutes for temperature and 60 minutes for humidity will be considered as violation from the SLA. • The total no. of such incidents (violations) will be counted each month.

	A consolidated Availability = $\{1-(\text{Total Downtime}) / (\text{Total Time} - \text{Maintenance Time})\} * 100$		
Availability	>= 99.982%		
Penalty calculation	Availability	Downtime	Penalty
	>= 99.982%	7.88 minutes per month	No Penalty
	>= 99.972% to < 99.982%	<= 12.26 minutes to >7.88 minutes of downtime	5 % of revenue share applicable to selected bidder. To be calculated monthly.
	>= 99.982% to < 99.972%	<= 16.63 minutes to > 12.26 minutes of downtime	7.5 % of revenue share applicable to selected bidder. To be calculated monthly.
Measurement Interval	Monthly		
Reports and data to be submitted	Monthly Report		

4.3. CCTV Availability

SLA Description	CCTV Availability		
Definition of SLA	Availability shall be measured for (a) NVR (Network Video Recorder) used for storage of CCTV Footage, (b) 100% cameras installed for DC Room Entry and Exit and for Entry to Communication Room, UPS Room, Staging Room and Media Storage Room, Cameras installed for Racks Rows within Data Centre Room, (c) 80% of all other CCTV cameras		
Scope of SLA	The scope of SLA includes all the Cold Aisle areas inside Data Centre.		
Process to capture raw data for SLA Calculations	Availability of CCTV for all cameras in scope shall be determined on the basis of the audit of the CCTV NVR recordings performed by the bidder each month. The audit report submitted by the bidder at the end of the month will be used to calculate the availability. The sample taken by Bidder must be selected in such a way that 100% of the cameras are covered in a period of three months with a minimum coverage of 30% each month. For point (c) in first row, 80% of the cameras must have the desired availability of 99.982% and the remaining 20% cameras must have at least 80% availability to avoid penalty. A consolidated Availability = $\{1-(\text{Total Downtime}) / (\text{Total Time} - \text{Maintenance Time})\} * 100$		
Availability	>= 99.982%		
Penalty calculation	Availability	Downtime	Penalty
	>= 99.982%	7.88 minutes per month	No Penalty
	>= 99.972% to < 99.982%	<= 12.26 minutes to >7.88 minutes of downtime	5 % of revenue share applicable to selected bidder. To be calculated monthly.
	>= 99.982% to < 99.972%	<= 16.63 minutes to > 12.26 minutes of downtime	7.5 % of revenue share applicable to selected bidder. To be calculated monthly.
Measurement Interval	Monthly		
Reports	Monthly Report/CCTV Software Logs		

4.4. Availability of Access Control Devices

SLA Description	Availability of Access Control Devices		
Definition of SLA	Availability shall be measured for (a) Main Controller, (b) All Card Readers installed for DC Room Entry and Exit and for Entry to Communication Room, UPS Room, Staging Room, Media Storage Room, (c) 80% of other card readers installed		
Process to capture raw data for SLA calculations	The raw data for the calculation of this SLA are the incidents raised in Access control device installed at Data center i.e. Amadeus in the event of unavailability of micro Access controller. Incidents pertaining to the unavailability of Access card Readers can't be captured by the Access control device and hence, these are inspected by the DCSO/BIDDER on a sample basis every month. SLA penalty will be levied based on the report submitted by the DCSO/BIDDER. The sample taken by DCSO/BIDDER must be selected in such a way that all the access card readers as part of the scope of this SLA are covered in the period of three months with a minimum of 30% coverage each month. Apart from the DCSO/BIDDER audit, unavailability of access card readers reported by any stakeholder must also be accounted for while calculating this SLA. The detailed report highlighting the time and duration of occurrence must be maintained by bidder.		
Availability	>= 99.982%		
Penalty calculation	Availability	Downtime	Penalty
	>= 99.982%	7.88 minutes per month	No Penalty
	>= 99.972% to < 99.982%	<= 12.26 minutes to >7.88 minutes of downtime	5 % of revenue share applicable to selected bidder. To be calculated monthly.
	>= 99.982% to < 99.972%	<= 16.63 minutes to > 12.26 minutes of downtime	7.5 % of revenue share applicable to selected bidder. To be calculated monthly.
Measurement Interval	Monthly		
Reports	Monthly Report/CCTV Software Logs		

4.5. Availability of DCIM, IBMS Tool and Helpdesk Tool

SLA Description	Availability of DCIM, IBMS Tool and Helpdesk Tool		
Definition of SLA	Availability shall be measured for Application and Database including the respective hardware (Service uptime)		
Process to capture raw data for SLA calculations	The raw data for the calculation of this SLA can be captured from the respective system/application logs. In order to maintain the high availability of the services, Bidder may configure the required infrastructure appropriately. The downtime shall be calculated from the time when the Application/Hardware failure has been observed by BMS/EMS/any other stakeholder. Incident Ticket has to be generated immediately after that and response time /resolution time will be governed as per respective SLA clause. The exact downtime may be obtained when the system is restored.		

	<p>In case of failure of Helpdesk Ticketing tool itself, the Ticket has to be raised on mail manually and all the parameters to be entered in the Helpdesk Ticket Tool once it is restored.</p> <p>Note that ITI may propose to change the methodology for calculating the downtime for Applications in case the unavailability can't be captured through a tool.</p>		
Availability	>= 99.982%		
Penalty calculation	Availability	Downtime	Penalty
	>= 99.982%	7.88 minutes per month	No Penalty
	>= 99.972% to < 99.982%	<= 12.26 minutes to >7.88 minutes of downtime	5 % of revenue share applicable to selected bidder. To be calculated monthly.
	>= 99.982% to < 99.972%	<= 16.63 minutes to > 12.26 minutes of downtime	7.5 % of revenue share applicable to selected bidder. To be calculated monthly.
Measurement Interval	Monthly		
Reports	Monthly Report/CCTV Software Logs		

4.6. DC Internal Civil works and Minor Electrical/Mechanical repairs

SLA Description	Availability of DC Internal Civil works and Minor Electrical/Mechanical repairs	
Definition of SLA	bidder should maintain sufficient inventory to carry out civil, mechanical and electrical repairs without any disruption to Operations. This Shall be measured for any repairing works which shall obstruct the operation.	
Methodology	<p>The raw data for the calculation of this SLA are the tickets raised in Helpdesk tool i.e. BMS/EMS/NOC in the event of any civil, mechanical and electrical repair work in the Data Center Existing Infrastructure facilities.</p> <ol style="list-style-type: none"> The service tickets are raised in the Helpdesk tool for any such repair. The resolution time for these requests shall be tracked from Helpdesk tool for the corresponding service tickets. 	
SLA calculations	<p>Steps for the calculation of SLA:</p> <ol style="list-style-type: none"> Obtain the report from Helpdesk tool for all the months of the reporting period. The resolution time shall be calculated for each such service ticket. The resolution time for each request should not exceed 6 hrs for electrical and mechanical work and 24 hours for civil work. Resolution time shall be calculated as per Resolution Time SLA. 	
Penalty calculation	Target	Penalty
	If repaired within 6 hours for electrical and mechanical and 24 hours for civil work	No Penalty
	For delay of every 6 hours for electrical and mechanical and 24 hours for civil work.	1% of revenue share applicable to selected bidder. To be calculated monthly.
Measurement Interval	Monthly	
Reports	Report will be generated for service tickets from Helpdesk report.	

4.7. Average PUE

SLA Description	Average PUE (Power Usage Effectiveness)		
Definition of SLA	"PUE" shall be measured quarterly as stipulated in the RFP. SLA penalty shall be applicable on Quarter average PUE by taking average of three applicable month's average PUE." Quarterly Average PUE= (M1 Average PUE+M2 Average PUE +M3 Average PUE)/3		
Process to capture raw data for SLA calculations	The raw data for the calculation of this SLA shall come from the DCIM/BMS tool. DCIM continuously gathers Energy consumption meter readings installed at the HT panel and DG panel. $PUE(Q_i) = \text{total DC load} / \text{Actual IT load}$ Total Data Center load is comprised of the total Electrical and Mechanical load being consumed in the entire Data Centre to support and run the IT infrastructure installed inside Data Centre. Total DC Facility Load shall be measured at HT and DG panel on a monthly basis Actual IT load comprises the cumulative load at both the sources (PDUs). This shall be measured at PDU Level on a monthly basis.		
SLA Calculation	$PUE = \text{total DC load} / \text{Actual IT load}$ The Quarter average PUE may then be calculated as follows: $\text{Average PUE} = \{[PUE(M1) + PUE(M2) + PUE(M3)] / 3\}$ The SLA shall then be calculated by considering this average PUE value. The average IT load for each month shall be considered and the applicable penalty against each month's IT load shall be determined. Example (For HDC): PUE (M1) = 1.6 PUE (M2) = 1.58 PUE (M3) = 1.62 Average PUE (quarter) = 1.60		
Penalty calculation	Average PUE	If avg IT load is between 50%- 100%	If avg IT load is between 25%-50%
	< 1.60	No Penalty	No Penalty
Measurement Interval	Monthly		

4.8. Response Time

SLA Description	Response Time	
Definition of SLA	Response time is the time taken by BIDDER/bidder to respond to ITI once the problem/issue is logged with BIDDER/bidder.	
Process to capture raw data for SLA calculations	The raw data for calculation of this SLA are the Helpdesk (Service/Incident) tickets raised in the Helpdesk Tool in response to any request raised by ITI representatives/other Stakeholders.	
SLA Calculation	The SLA to be calculated by obtaining the service /incident tickets from the helpdesk tool.	
Penalty calculation	Target	Penalty
	100% calls to be responded within 15 minutes	No Penalty

4.9. Resolution Time

SLA Description	Resolution time	
Definition of SLA	“Resolution Time”, means time taken by the BIDDER staff to troubleshoot and fix the problem from the time the call has been logged at the DC Service desk/NOC till the time the problem has been closed.	
Process to capture raw data for SLA calculations	The raw data for calculation of this SLA is the service/incident tickets raised in helpdesk tool.	
Penalty calculation	Target	Penalty
	100% calls to be resolved within 6 hours for critical calls, within 24 hours for major and minor calls or as per respective SLA duration whichever is lower.	No Penalty
	For critical calls which are not resolved in 6 hours	1% of the applicable revenue share
Definition of Calls	Critical Incidents Calls – Incidents which may lead to business impact. Major Incidents Calls– Incidents because of which monitoring of DC parameters or redundancy is at stake. Minor calls – Services calls are minor incidents and these does not impact the DC technical parameters The categorization of calls will be carried out by ITI LTD and its decision will be final.	

4.10. Scheduled Maintenance

SLA Description	Scheduled Maintenance	
Definition of SLA	Measures timely maintenance of the equipment installed at the data center. BIDDER shall provide a detailed Planned Preventive Maintenance (PPM)Schedule for the entire calendar year for all equipment under BIDDER scope.	
Process to capture raw data for SLA calculations	The raw data for calculation of this SLA is the scheduled maintenance plan for each quarter against activities mentioned in the PPM plan. BIDDER will share a PPM plan at the beginning of calendar year. BIDDER also has to intimate ITI LTD official 3 days in advance for the scheduled maintenance activity via Email.	
	All the PPM activities scheduled in the quarter with the scheduled start and end time needs to be submitted by the bidder. These activities should be mapped with the PPM plan shared at the beginning of the year along with AMC assurance from OEM.	
Penalty calculation	0.1% of the applicable revenue share for every non-compliance.	

4.11. Maintenance of Inventory

Penalty Calculation: - 0.1% of the applicable revenue share for every non-compliance.

4.12. Fire Prevention, Detection & Suppression

SLA Description	Fire Prevention, Detection & Suppression
Definition of SLA	ITI LTD shall carry out surprise audits at any time both for the Data Centre Gas based System and/or randomly select any Fire Extinguisher in the Data Centre. The bidder is expected to maintain the gas levels as per the refill specifications laid out for the Fire Management System and Fire Extinguishers, Suppression System.

Penalty calculation	1% of the applicable revenue share for every non-compliance.
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4.13. Resource Availability for Data Centre Management Services

SLA Description	Resource availability for Data Centre Management Services	
Definition of SLA	No. of shift days for which resource present at the designated location / Total no. of shift days.	
Process to capture raw data for SLA calculations	BIDDER shall produce access logs from access control systems installed at the entry of DC. However, ITI LTD may verify the same from the SYSTEM installed at the entry of DC.	
SLA Calculation	No. of shift days for which a resource present at the designated location /Total no. of shift days. For 24 X7 and 31 days Month, Total no. of shifts = 93 (considering 3 shifts during the day) For General Shift and 31days Month, Total no, of Shifts = (No of days in the month -Sundays-National Holidays as per ITI LTD.)	
Penalty calculation	Target	Penalty
	99% averaged over all resources designated for DC management services and calculated on a MONTHLY basis.	No Penalty
	>=95 % to < 99% averaged over all resources designated for facility management services	0.5% of applicable revenue share of bidder.

4.14. Reporting of Incidents

Annexure-VI : Standard SLA for end customers

This Service Level Agreement (SLA) will be effective from the Service Commencement Date as defined in Master Service Agreement (MSA) signed between M/s ITI Limited (ITI) hereinafter called as “Service Provider” and M/s _____ Pvt. Ltd. (_____) hereinafter called as “Customer” and jointly called parties.

This SLA provides the rights under certain circumstances specified below, for Customer to receive Service Credits in the event of shortfalls in meeting the SLA by ITI.

Customer acknowledges that ITI has the expertise and knowledge to provide the Services. Customer has shown interest in availing the Services provided by ITI by accepting the terms and conditions mentioned in the MSA and the standard of the Services as provided in this SLA.

1. DEFINITIONS

In this SLA, the following words and expressions, unless inconsistent with the context, shall bear the meanings assigned here to: -

- “**Facility**” means the facility collocated to Customer which is located at F21S / F 85 building at Data Center, ITI Bangalore Unit, Dooravani Nagar, Bangalore 560016, where ITI provides space, racks for placing the servers.
- “**Representatives**” means any person who is nominated or appointed by Customer to visit the Facility center.
- “**Help Desk**” shall be the location where Customer should report a fault or downtime. Details of the same are mentioned in Escalation Matrix in this SLA.
- “**Trouble Ticket**” means a ticket with a unique identification number confirming Customer complaint logged in with ITI NOC/Help Desk in relation to a Service Outage faced by Customer.
- “**Total Uptime Hours**” shall mean 24 hours x 365 days a year (year is defined as period of 365 days)
- “**Service Outage**” shall mean an unscheduled disruption/failure of Power & Cooling in server hall as per this SLA for collocation services.
- “**Downtime**” shall mean the duration of the Service Outage due to Non-Availability of Power & Cooling in server hall, calculated in aggregate number of hours in respective year, If Customer identifies the service outage and a Trouble Ticket is raised by Customer. The time period for Downtime begins from the time of Trouble ticket is booked and the same is confirmed by ITI. The time period for Downtime ends when the *Trouble Ticket* is closed by ITI subject to due confirmation from Customer on resolution of the issue.
- “**Exceptions**” shall mean all the events as mentioned in Clause 5 of this SLA and shall include either an event or a set of events, any occurrence and the duration of occurrence of which shall not constitute a Service Outage or Downtime for the purposes of this SLA.
- “**Billing Start Date**” shall mean the date of Handover of collocated space to Customer by ITI.

- “Service Credits” shall mean services which CUSTOMER would be entitled on account of not provisioning Services as per the standards mentioned in this Agreement.

2. SCOPE OF THE SERVICES

2.1. Total Space with following facilities:

- Raised flooring in server hall.
- Duly configured Access cards to access server halls will be provided to CUSTOMER.
- Precision Air-conditioning (with N+1 redundancy) and ensure maintenance of temperature at (22°±2°C) and relative humidity at 50% RH (±10%).
- Fire alarm and Novec 1230 gas based suppression systems inside Server hall.
- Heat/smoke/fire detection system inside Server hall.
- Surveillance cameras positioned inside Server hall.
- Water Leakage Detection Systems across the Server hall.
- Rodent Repellent Systems across the Server hall.
- Service lift facility for server/rack/other materials movement.
- Facilitation for ISP/MPLS termination at MMR room in ITI Data Center for customer rack connectivity.
- **The** Physical Security of the Rack should be under dual custodianship of ITI data center and Customer and Logical Security will be managed by CUSTOMER only."

2.2. M/s ITI will ensure that adequate power per rack on each floor of colocated area is provided.

2.3. ITI will be responsible for only Non-IT O&M issues arising during the provisioning of Co-Location services to CUSTOMER.

3. Access to Data Centre:

3.1. M/s ITI will provide multi-layer security covering from entrance of the premises till the Server Hall.

3.2. Access to Data center shall be provided only for the authorized CUSTOMER personnel, auditors/inspectors, CUSTOMER authorized Software/Hardware vendors and customers of CUSTOMER. All such details of authorized persons shall be provided in advance by CUSTOMER to ITI for issuance of access Permit.

4. Downtime:

4.1. M/s ITI Ltd. will ensure that there is no downtime of DC during scheduled maintenance, alteration, up-gradation of the infrastructure.

4.2. However, any shutdown due to maintenance shall be informed to CUSTOMER well in advance to take proper precaution.

4.3. The downtime is the time when data centre is not available to CUSTOMER for its operations due to Non-Availability of Power & Cooling in server hall only. Restoration is the point of time from when the data centre is again made fully available.

4.4. The downtime calculated shall not include the following: -

- Downtime due to hardware/software and applications which are owned by CUSTOMER or its customers.
- Failure or malfunction of any equipment or services not provided by M/s ITI.

4.5. ITI assures CUSTOMER that it shall provide its immediate support and assistance in the event of any disruption in the Services being provided by ITI.

4.6. Services will be provided to CUSTOMER by ITI with the available data center infrastructure as per Tier-3 Standards with an uptime of 99.982%.

4.7. The actual Uptime will be calculated at the end of every year and it will be measured (compared) against the total uptime hours for the year as per Tier-3 standards i.e. 99.982%. If the uptime is below the prescribed uptime for Tier-3 Data Center, the following service credits shall be due to CUSTOMER:

Service Availability in each year.	Rebates in terms of Service Extension for the Affected Service.
99.982% or greater	No Service Extension
99.981% to 99.73%	Services Extension for 1 day
99.72% to 99.45%	Services Extension for 2 day
99.44% to 98.90%	Services Extension for 4 day
98.89% to 97.81%	Services Extension for 8 day

Table 3.1

Calculation of actual Uptime % = $\frac{(\text{Total Uptime hours at 99.982\%} - \text{Actual Downtime hours})}{\text{Total Uptime hours at 99.982\%}} \times 100$.

Total Uptime hours at 99.982%

5. EXCEPTIONS

5.1. The following events do not constitute a Downtime and CUSTOMER shall not be eligible to be considered for any Service Credit:

- Failure or malfunction of any equipment or services not provided by ITI.
- Any abuse or false failure to comply with the Acceptable User Policy on the part of CUSTOMER and its authorized persons.
- Any interruptions, delays or failures caused by CUSTOMER or CUSTOMER's employees, agents, subcontractors or end Customers.
- Any specific services not part of agreed Services.
- Force De-Majeure event.

6. SERVICE CREDIT

6.1. ITI agrees that it shall provide the requisite service credits to CUSTOMER in the event of it not being able to provide the Services as per this SLA.

6.2. ITI agrees that on occurrence of any event that attracts service credits, CUSTOMER would be eligible to request a Service Credit on compliance of the terms as mentioned in Clause 7.2 of this SLA.

6.3. CUSTOMER shall be eligible for Service Credit for only those Downtimes which has occurred in a year prior to the date of claim and the Service Credit to which CUSTOMER shall be entitled is as mentioned in Table 3.1

7. PROCEDURE FOR AVAILING SERVICE CREDITS

- 7.1. Whenever CUSTOMER Encounters Service Outage, the following procedure should be followed;
- 7.2. CUSTOMER should contact ITI “Help desk” without undue delay and shall request for a Trouble Ticket number immediately and can track the Trouble Ticket number till the Trouble Ticket is closed on resolution of the outage.
- 7.3. ITI on the receipt of the issue of Trouble Ticket from Customer, shall have a background check to verify if the Customer is eligible for the Service Credit.
- 7.4. Service Credits, if any, will be adjusted after end of existing contract by giving additional service Days.

8. DISCLAIMER

With a commitment and desire to offer the best possible technology to the Customer and evolutions in technology, ITI reserves its right to change the systems without any change in the service levels committed.

In the event when there is a disruption in Service or alarm is triggered, the troubleshooting and resolution of the problem in respect of each Service, where applicable, shall be as follows: -

9. ESCALATION PROCEDURE

9.1. In Case of a Complaint:

Sl.	Step	Responsibility
1	<p>Reporting of complaints by CUSTOMER All complaints are reported to the Helpdesk through any of the following means: - Landline No: 080-25061800; Email: datacenter@itild.co.in; nocdc_bgp@itild.co.in The Customer should give the <i>Customer ID</i> along with the complaint for quick tracking & restoration.</p>	Customer Care Executive Help Desk
2	<p>Generation of Fault Ticket No The Helpdesk will enter the details in the fault management system and inform to the Customer about the following: - a) Fault ticket No. b) Expected Restoration Time. Note: The Expected Restoration Time (ERT) will be reported within half an hour of the Customer complaint with cause of failure.</p>	Customer Care Executive
3	<p>Updates to Customer Update to the Customer will be given 15 minutes before expiry of ERT.</p>	Customer care Executive
4	<p>Escalation of Complaint (By Customer) The Customer is free to escalate to relevant ITI personnel in case Customer care does not revert, as per Matrix enclosed.</p>	Customer Care Executive
5.	<p>Ticket Closure Once the fault has been corrected, Helpdesk will contact the Customer to ensure that he is satisfied with service restoration. The fault ticket will be closed in accordance with the Customer’s verbal/written acceptance of satisfactory closure.</p>	Customer Care Executive



- 9.2. In Case of Outage: ITI will communicate to CUSTOMER, any outages related to Co-Location Services elements within 20 minutes of observation of fault or escalation by its Engineers.
- 9.3. Logging of complaint is mandatory to ensure that Trouble Ticket number is generated for further reference & escalation through our work flow system.

Format 1 – Pre-Qualification Bid Letter

To,

IMM- R&D & DC
Bangalore Plant,
ITI Limited, Dooravaninagar, Bangalore-560016,
Karnataka, India.

Subject: _____

Reference: **“RFP Ref.:** _____

Sir,

We, the undersigned Bidders, having read and examined in detail all the RFP documents, do hereby propose to provide the services as specified in the RFP document number “RFP Ref.: _____ Dated _____ -along with the following:

1. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a Demand Draft for the sum of **INR 8,00,000.00 (Rupees Eight lakh only)**. This EMD is liable to be forfeited in accordance with the provisions of the RFP.

2. CONTRACT PERFORMANCE BANK GUARANTEE PBG

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee PBG in the form prescribed RFP.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Name

Designation

Seal Date & Business Address:

Format 2 - General Information about the Bidder

Details of the Prime Bidder (Company)				
1.	Name of the Bidder			
2.	Address of the Bidder			
3.	Status of the Company (Public Ltd/ Pvt. Ltd)			
4.	Details of Incorporation of the Company with CIN No.		Date:	
			Ref. #	
6.	GST Registration no.			
7	Permanent Account Number (PAN)			
8.	Name & Designation of the contact person regarding this tender			
9.	Telephone No. (with STD Code) / Mobile			
10.	E-Mail of the contact person:			
13.	Financial Details of last 3 financial years (as per audited Balance Sheets) (in crore)			
14.	Year	2019-20	2020-21	2021-22
15.	Net Worth			
16.	Turn Over			

Format 3 – Technical Bid Qualification Criteria

S.No	Criteria	Documents to be submitted	Compliance
a.	The bidder should be a company registered under the Companies Act, 1956 since last 10 years as on 31.03.2022.	Certificate of incorporation and Self Certification of being in the Information Technology business for the last 5 years should be attached.	Yes/No
b.	Bidder should be an established Information Technology company/ IT System Integrator/ITeS company and should have been in the business for a minimum period of Ten years as on 31.03.2022. Consortium is not permitted.	1. CIN, MOA and/or 2. Business registration Certificate and/or 3. Work Orders confirming year and area of activity.	Yes/No
c.	The bidder should have Minimum Average Annual turnover of Rs. 12 crores for last Three Financial Years ending on 31.03.2022. The bidder should have positive net worth as on 31.03.2022.	1. Relevant documents to be submitted. 2. Audited annual balance sheet for all years.	Yes/No
d.	A. The Bidder should have experience of operation, maintenance, management of Similar type as: - 3. IT & Non-IT infrastructures in Data Centres 4. IT Services Provisioning/ Managed Services (Web Services/ Email Services, Database & Server Management), Security & Housekeeping, DC NOC Operations, DC Sales & Marketing, Finance & Accounts for financial institutions /IT organizations /Corporate companies/ PSUs / Govt. Depts. B. The Bidder should have executed project of similar type during the last five years as on 31-03-2022 : - 4. One Successful Project of Rs. 3.2 Cr. or 5. Two Successful Projects of Rs. 2 Cr each. or 6. Three Successful Projects of Rs. 1.6 Cr each.	• Copy of work order / client certificates should be attached.	Yes/No

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF PARTNER FOR OPERATING & MANAGING THE DATA CENTER ON REVENUE SHARING MODEL



S.No	Criteria	Documents to be submitted	Compliance
e.	The Bidder should be an ISO Certified process driven organization and should have a valid ISO 9001/ ISO 27001/ CMMI certificates of latest version.	Valid certificate shall be attached	Yes/No
f.	The bidder must have on its roll at least 50 technically qualified professionals in the area of domain: - 6. IT: Networking, Systems Integration, Database, Server, OS Management and 7. Non IT: - Electrical Systems HT & LT, Panels, Mechanical Systems, Chiller, HVAC, PAHU, Power Systems, DGs, UPS, Lighting, BMS etc. And should have prior experience in providing the Data Centre IT & Non-IT Infrastructure maintenance & management services as on 31.03.2022.	Certificate from bidders HR citing number of technically qualified professionals in each domain.	Yes/No
g.	The bidder should have on-boarded housekeeping manpower in a Data Center environment for day to day house-keeping activity.	Relevant documents fulfilling this criterion shall be submitted. Outsourced/Subcontracted manpower may be considered.	Yes/No
h.	The Bidder should not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration in this regard by the authorized signatory of the bidder should be attached.	Yes/No
i.	The bidder should furnish, as part of its bid, an Earnest Money Deposit (EMD) of Rs.8,00,000/- The EMD shall be Valid up to 180 days from the last date of bid submission.	The EMD should be in the Indian rupees and should be in the form of DD Demand Draft/Banker's Cheque/ Bank Guarantee/ NEFT/RTGS issued by a Nationalized / Scheduled Commercial Bank.	Yes/No

Format 4 - Declaration Regarding Clean Track Record

To,
IMM-DC & R&D
Mailing Section, Bangalore Plant,
ITI Limited, Dooravaninagar, Bangalore-560016,
Karnataka, India.

Sir,
We, [bidder Name] have carefully gone through the Terms & Conditions contained in the RFP Document ["RFP Ref.: _____Dated ____] regarding Subject_____. I, in the capacity of an authorized signatory of [bidder company name] hereby declare that my/our company has not been debarred/black listed by any Government / Semi- Government organizations in India. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,
(Signature of the Bidder)
Name
Designation
Seal
Date:
Business Address:

Format 5 – Declaration of Acceptance of Terms & Conditions in the RFP

To,
IMM-DC & R&D
Mailing Section, Bangalore Plant,
ITI Limited, Dooravaninagar, Bangalore-560016,
Karnataka, India.

Sir,
I have carefully gone through the Terms & Conditions contained in the RFP Ref.:
_____ Dated _____ for subject _____.

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

Yours faithfully,
(Signature of the Bidder)
Name
Designation
Seal
Date:

Format 6 – Technical Bid Letter

Format for Response to RFP Ref.: _____ Dated _____: Technical

To,
IMM-DC & R&D
Mailing Section, Bangalore Plant,
ITI Limited, Dooravaninagar, Bangalore-560016,
Karnataka, India.

Sir,

Subject:

RFP Ref.: _____ Dated _____ -

We, the undersigned Bidders, having read and examined in detail all the RFP documents do hereby propose to provide the services as specified in the RFP document number RFP Ref.: _____ Dated _____ along with the following:

1. *Earnest Money Deposit (EMD)*

We have enclosed an EMD in the form of a Demand Draft for the sum of Rs. 8,00,000/- (Rupees Eight lakh only). This EMD is liable to be forfeited in accordance with the provisions of RFP.

2. *Deviations*

We declare that all the services shall be performed strictly in accordance with the RFP documents except for the variations, assumptions and deviations, all of which have been detailed out exhaustively in the following statements, irrespective of whatever has been stated to the contrary anywhere else in our RFP:

Statement of Deviations from RFP Terms and Conditions is as specified in General Terms and Conditions

Further we agree that additional conditions or assumptions, if any, found in the RFP documents other than those stated in deviation schedule shall not be given effect to.

3. *Contract Performance Guarantee PBG*

We hereby declare that in case the contract is awarded to us, we shall submit the Contract Performance Guarantee PBG in the form prescribed in the RFP.

4. *Bid Validity Period*

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

We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief.

We understand that our Bid is binding on us and that you are not bound to accept a Bid you receive.

Thanking you, Yours faithfully,
(Signature of the Bidder)

Format 7 – Technical Solution

- 1.** The Bidder is required to describe the proposed Technical Solution in this section. Following should be captured in the explanation:
 - Clear articulation and description and technical solution (including calculations wherever applicable)
 - Extent of compliance to technical requirements specified in the scope of work
 - Technical solution and clear articulation of benefits to the State of various components of the solution vis-à-vis other options available.
 - Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other Clients.
- 2.** The Bidder should provide detailed information and for the following listing all assumptions that have been considered:
 - a.** Operations & Maintenance
 1. Proactive and Reactive maintenance
 2. The kind of support and maintenance hired from different OEM's and vendors with relevant proofs
 3. Detail of helpdesk and support structure for call maintenance
 - Escalation Plan
 4. System Maintenance & Management
 5. System / Storage / Database / Network / Security Administration
 6. Backup & Restoration
 8. Disaster Recovery
 - b.** Adherence to Best practices like ISO, ITIL, ISO27001, ISO20000 etc.
 - Operation, Monitoring, Review, Maintenance and Improvement Plan for ISO 20000-1 and ISO 27001 and other relevant certifications in ITI Data Centre.

Format 8 – Manpower Details

The Bidder should provide a detailed resource deployment plan to ensure that technically qualified staff is available to deliver the project. The Bidder would require qualified Data Centre Domain experts, Project Manager, etc. who have to be necessarily the employee of the Bidder. But the other resources like NOC, Helpdesk, Infra Engineer, etc. may either be employed directly by the Bidder. The Bidder would have to monitor and manage the staff on a daily basis.

A. The Bidder should provide the summary table of details of the manpower that will be deployed on this project for Operations and Maintenance:

S. No	Role	Onsite			Offsite	Qualifications	Certifications	Overall IT Experience (Years)	Relevant experience in the respective role (Years)
		Shift 1	Shift 2	Shift 3					
1									
2									

B. Format of CV for proposed staff of bidder

S. No	Item	Details		
1	Name			
2	Specify role to be played in the project & whether 'prime' or 'alternate'			
3	Current job title			
4	Experience in yrs. (Provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc.)			
5	Name of Organization	From	To	Designation/ Responsibilities
6	Number of years with the Current Organization			
7	Current job responsibilities			
8	Summary of professional / domain experience			
9	Skill sets			
10	Highlights of assignments handled			
11	Educational Background, Training / Certification including institutions.			

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF PARTNER FOR OPERATING & MANAGING THE DATA CENTER ON REVENUE SHARING MODEL



12	Degree (including subjects)	Year of Award of Degree	Unive rsity	% of marks

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes qualifications and experience mentioned above and proposed staff member is a permanent employee of our organization. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature of Staff Member

Date:

Signature of Authorized Signatory

Date:

Format 9- Project Experience Details

S. No	Item	Details
General Information		
1	Customer Name	
2	Name of the Contact Person and Contact details for the project	
Brief description of scope of project		
Size of the project		
3	Contract Value of the project (in crore)	
4	Capital Expenditure involved (by the govt./ client)	
5	Total cost of the services provided (by the Bidder)	
6	Please provide copies of Work Order or Certificate of Completion.	

Similar form may be filled for numbers of projects.

Format 10 – Commercial Bid Letter

Format for Response to RFP Ref.: _____ Dated _____ Commercial Bid

To,
IMM-DC & R&D
Mailing Section, Bangalore Plant,
ITI Limited, Dooravaninagar, Bangalore-560016,
Karnataka, India.

Subject:

Reference: RFP Ref.: _____ Dated _____

Sir,

We, the undersigned Bidder, having read and examined in detail all the RFP documents in respect of Subject _____ do hereby propose to provide services as specified in the RFP Ref.: _____ Dated _____

1. *Price and Validity*

- All the prices mentioned in our RFP are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this RFP are valid for a period of 180 calendar days from the date of opening of the RFPs.
- We hereby confirm that our RFP prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

2. *Unit Rate*

We have indicated in the relevant schedules enclosed the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. *Deviations*

We declare that all the services shall be performed strictly in accordance with the RFP documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our Bid.

Further we agree that additional conditions, if any, found in the RFP documents, other than those stated in deviation schedule, shall not be given effect to.

4. *RFP Pricing*

We further confirm that the prices stated in our Bid are in accordance with your Instruction to Bidders included in RFP documents.

5. *Qualifying Data.*

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our RFP, we agree to furnish the same in time to your satisfaction.

6. *Bid Price*

We declare that our Bid Price is for the entire scope of the work as specified in the Schedule of Requirements and RFP documents. These prices are indicated in required format in our RFP as part of the RFP.

7. *Contract Performance Guarantee Bond*

We hereby declare that in case the contract is awarded to us, we shall submit the Contract Performance Guarantee Bond in the form prescribed.

We hereby declare that our RFP is made in good faith, without collusion or fraud and the information contained in the RFP is true and correct to the best of our knowledge and belief.

We understand that our RFP is binding on us and that you are not bound to accept a RFP you receive.

We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Name

Designation

Seal:

Date:



Format 11: Bidding Document Acknowledgement Form

Dated:
To,
IMM-DC & R&D
Mailing Section, Bangalore Plant,
ITI Limited, Dooravaninagar, Bangalore-560016,
Karnataka, India.

Dear Sir,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of Annexures, Forms & Formats enclosed to the Bid pertaining to providing of Subject _____ against RFP Ref.: _____ Dated _____.

We have noted that the closing date for receipt of the RFP by ITI Data Center is at HH:MM hrs. (IST) and opening at HH.MM hrs. (IST) on the next working day.

We guarantee that the contents of the above said Bidding Documents will be kept confidential within our organization and text of the said documents shall remain the property of the ITI Ltd. and that the said documents are to be used only for the purpose intended by the ITI Ltd..

Our address for further correspondence on this tender will be as under:

Telex no:
Faxno: Telephone no:.....
Personal attention of:
(if required)

Yours Faithfully ,
(Bidder)

Form 1

General Information of the Bidder

The Registered name of the company	
Address of Registered office	
Registration Number and Registration Authority	
Year of Incorporation	
Legal Status (Public or Private) Public or Private Ltd. Technological Collaborations	
Business Address for correspondence Street: City: Pin Code: Telephone/: Email: URL:	
Name of the contract/ Authorized person	
Contact's Designation	
Contact address if different from above	
Quality Certifications (Enclose Certificates copy)-ISOs	
Details of EMD/EMBG furnished Amount Date Bank & Branch	
Other Office location in India and addresses Proof to be enclosed for the all of the above	

Form 2

Particulars of Turnover

Functional Year	Turnover	Net worth of the company as on 31 st March 2022
2019-20		
2020-21		
2021-22		

Note: The Particulars of Turnover in Form 2 has to be certified by company auditor or Company authorized signatory. Please attach audited balance sheets for years 2019-20, 2020-21 and 2021-2022.



Form 3

Details of experienced Professionals

Name of the Bidder:

Total no. of professional staff on pay roll of Company:

Sl. No.	Category	Total Staff
1		
2		
3		
4		

Form 4

Experience and Track record in the field referred in the RFP

A description of the company’s qualifications demonstrating experience in handling IT, non IT infra, Networking, Data Center project end-to-end at the Global, National or State level. [use the format for each assignment]

Name of Assignment	
Name of the Client/Customer & Contact Person details	
Start date and End Date	
Current status (if work-in-progress/completed-if completed then completion certificate from client need to be enclosed)	
Contract Tenure	
Name of the associated partners, if any	
Order value of the project (in lakhs)	
Details of the staff involved	
Description of scope of work (provide specific details of Data Center O&M experience in the following areas :- Electrical, HVAC, Security and Safety Systems, IT, Networking, Platform Support, NOC, Facility Management)	

The Form 4 should be used for each assignment done.

FORM 5

Organizational Chart of key people planned to be deployed for this project

Bidder must provide the Manpower deployment plan and resources who shall be involved in the 24x7 O&M of Data Center.

Bidder to give the Organizational Chart of key people/core members who will be involved in this assignment. This should consist of engineers, Shift Manager, Facility Head, NON-IT Head, Operation Head of Bidders and domain experts from the areas of Electrical Works, HVAC, BMS, Security and Safety Systems and its operation & maintenance, IT, Networking, Platform Support, NOC operations head.