

	ITI LIMITED	Phone No:	080-28503662
		Fax No:	080-28503653
BANGALORE PLANT			
DOORAVANINAGAR BANGALORE - 560 016			
ENQUIRY			
		Enquiry Ref No:	C021A001
		Enq Date:	06.01.2021
		Due Date :-	27.01.2021
Please quote your best prices and delivery for the item as mentioned below.			
Sino	Description of the item		Qty
1	Request for Proposal (RFP) For Operation and Managing the Data Center		As per Enclosure
Note: Detail Notice Inviting Tender (Two Covers = Technical Bid + Commercial Bid) as per Specification attached			
IF any further technical detail required towards submission of offer please contact Smt. Anila Sharadha - DGM (DC) Ph. No. 080 28503670 E-Mail : anilasharada_bgp@itilttd.co.in; OR Smt. Latha. T - DGM (DC & Start Up) Ph. No. 9448976930 E-Mail : tlatha_bgp@itilttd.co.in			
Note:	1		
	2	ITI GST NUMBER: 29AAACI4625C1ZV.	
	3		
Your sealed quotation Subscribing our Enquiry reference and Due Date on the Envelope should reach us on or before Due Date ie. 27.01.2021 before 4.00 pm .			
Special Note : (Technical Bid only will be opened on the next working day at 10.30 am)			
All Quotations should be addressed to :-			
Deputy General Manager (IMM & PPC) Central Purchase, ITI Limited, Dooravaninagar Bangalore -560 016.			
Thanking you		Your's faithfully, For I.T.I Limited	
		Deputy General Manager (IMM & PPC)	



REQUEST FOR PROPOSAL

FOR

**APPOINTMENT OF AGENCY FOR Operations and & Management
OF ITI DATA CENTERS - Phase1 & Phase2**

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

Instructions to Bidders and General Terms & Conditions

Section I- Invitation to Bidders

ITI Limited a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications & ITI is India's the first Central Public Sector with state-of-the-art manufacturing facilities spread across six locations and a countrywide network of marketing/service outlets, the Company offers a complete range of telecom products and total solutions covering the whole spectrum of Switching, Transmission, Access & Subscriber Premises equipment and IT Solutions.

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 intends to appoint an agency to operate and manage its Data Centres where all enterprise based mission critical business applications of customers are and will be hosted, at its premises in Bangalore.

This document is a Request for Proposal (RFP) for Bidders to quote for providing Operations and Maintenance Support of ITI Data Centre at Bangalore from the agencies having previous experience in operation and management of the Data Centres.

The contract will be initially for a duration of 2 years extendable further to one year on mutual consent. If the service is found to be satisfactory, ITI reserves the right to extend the contract on mutually agreed terms and conditions for further period. The successful Bidder shall provide Operations and Maintenance Support as per the specifications and Scope of Work but not limited to.

1. Tendering Authority

Deputy General Manager-IMM, ITI Limited, Bangalore Plant, Dooravaninagar, Bangalore-560016

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 11, Jan 2021.
datacenter@itild.co.in; avmurdeswar_bgp@itild.co.in
- There will be Pre Bid Meeting on **12th January 2021 AT 10.30 HRS.** at ITI Limited Bangalore plant Conference hall.
- The consolidated Queries from all the Bidders will be published in the ITI website on **16th January, 2021.**
- 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.

3. Amendment of Bidding Documents

- 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.
- All prospective Bidders who have been short listed shall be intimated of the amendment in writing by e-mail but 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

4. 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 5 years as on 31.03.2020.	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 and should have been in the business for a period exceeding three years as on 31.03.2020. Consortium is not permitted	Commencement of Business Certificate, Work Orders confirming year and area of activity and Memorandum and Articles of Associations should be attached.
c.	The bidder should have positive networth and turnover of more than Rs.5 crores on an average for last three Financial Years ending on 31.03.2020. The bidder should have been profitable for all these three financial years.	Chartered Accountant certificate for Net-worth, Turnover and PAT should be attached. Copy of the audited profit and loss account/ balance sheet/ annual report of last three financial years (up to 31-Mar-20) should be attached.

Request for Proposal (RFP) for appointment of Agency for O&M of ITI Data Centres

RFP Ref No.: ITIB/DC-1&2/O&M/2021

Date: 06/01/2021

S.No	Criteria	Documents to be submitted
d.	<p>The Bidder should have experience of operation, maintenance, management, provisioning of IT-Non IT installations including hardware and software preferably Data Centres on behalf of financial institutions /IT organizations /Corporate companies (or) Govt. Depts. The company should have executed at least 1 project of similar type during the last five years as on 31.03.2020 to at least one such order.</p> <p>PO / Work Order value for O&M more than than Rs. 1 crore will be considered.</p> <p>Bidder's in house Data Centers for captive use shall be considered.</p>	<p>Copy of work order and client certificates should be attached.</p> <p>The Bidder must produce a completion / satisfactory certificate from the customer stating that the project is completed /is being executed satisfactorily</p>
e.	<p>The Bidder should be an ISO Certified process driven organization and should have a valid ISO certificate</p>	<p>Valid ISO certificate shall be attached</p>
f.	<p>The bidder must have on its roll at least 50 technically qualified professionals in the area of IT-Non IT, networking, systems integration and preferably should have prior experience in providing the Data Centre Infrastructure maintenance services as on 31.03.2019.</p>	<p>Certificate from bidders for details of employees' employed by the company-Name, qualification, experience etc., should be provided.</p>
g.	<p>The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.</p>	<p>Declaration in this regard by the authorized signatory of the bidder should be attached.</p>
h.	<p>The bidder should furnish, as part of its bid, an Earnest Money Deposit (EMD) of Rs.5,00,000/-</p>	<p>The EMD should be in the Indian rupees and should be in the form of DD Demand Draft/Banker's Cheque/ Bank Guarantee issued by a Nationalized / Scheduled Commercial Bank.</p>
i	<p>Bidder should quote for both the Data Center as per price bid format.</p>	<p>Bids having quote of only for any one data center will not be considered.</p>

- k). The Bidder must have qualified personnel managing data center business with proven track record of successful modeling, architecting, designing, implementing and supporting Data Center services required for the Customers.

All the above Eligibility Criteria must necessarily be supported by relevant documents such as purchase order copies, annual reports, project sign-off document and customer reference list along with contact details.

5. 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 issued by any Nationalized / Scheduled Commercial Bank, in favour of ITI Limited, Bangalore Plant, Dooravaninagar, payable at Bangalore. EMD should be unconditional & irrevocable.	INR 5 Lakhs.
2	RFP Reference No:	ITIB/DC-1&2/O&M/2021
3	Date of Release of RFP	06/01/2021
4	Last Date to submit Pre-Bid queries related to RFP clarifications	11/01/2021
5	Prebid Meeting	12/01/2021 , 10:30 HRS
6	Clarifications to Pre-Bid Queries by ITI	16/01/2021
7	Last date for Bid Submission	27/01/2021 at ITI Limited, Bangalore Plant Mailing Section at 16.00 hrs.
8	Opening of (Pre-qualification) Bids	28/01/2021, 10.30 at ITI Limited, Bangalore Plant @ O/o DGM-IMM at 10.30 hrs.
9	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.

6. Procurement of RFP Document

The tender document can be downloaded from ITI website <http://www.itilttd.in> in the CPP

portal. **Tender fee of Rs.10000/- (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. The Demand Draft should be enclosed in the Earnest Money Deposit (EMD) envelope along with the draft of EMD.

SECTION II: INSTRUCTIONS TO BIDDERS

1. Tender Processing Fees and Download of Tender Document

The tender document can be downloaded from ITI website <http://www.itilttd.in> or the CPP portal. **Tender fee of Rs.10000/- (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. The tender fee demand draft should be enclosed along with the Prequalification Bid.

2. RFP should be sealed & super scribed as

"RFP / TENDER Ref.: ITIB/DC-1&2/O&M/2021 Dated 06-01-2021;

Subject: Request for Proposal (RFP) for appointment of Agency for O&M of ITI Data Centres"

Due Date & Time 27-01-2021; 16:00 Hrs."

3. The Bids should be submitted only at the below mentioned address on or before due date and time.

Address to which Bid is to be submitted / sent to: -

**Deputy General Manager – IMM
Mailing Section, Bangalore Plant,
ITI Limited, Dooravaninagar, Bangalore-560016,
Karnataka, India.**

SITE VISIT:

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

4. PREPARATION AND SEALING OF BIDS:

The Bid shall be submitted in three bid system as follows: -

i). Part A: PRE- QUALIFICATON BID

- The Pre-Qualification Bid should contain all the required information and supporting documents as per Section-1 Clause-4 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. 10000/-** as per Section II.1 (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. 5 lakhs as per Section-I clause 5.1
The Earnest Money Deposit (EMD) should be in the form of a Demand Draft/Banker’s Cheque/ Bank Guarantee issued by a Nationalized / Scheduled Commercial Bank, in favour of ITI Limited, Bangalore Plant, Dooravaninagar, payable at Bangalore. EMD should be unconditional & irrevocable.

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

ii). 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 shall be enclosed in a sealed cover super scribed in bold “Part-B (Technical Bid)”, with all relevant details and documents along with unpriced commercial Bid.

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

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)-ISO 9001-2015 mandatory	
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	Turnover under O&M of IT Installations / Data Center related activities	Net worth of the company as on 31 st March 2020
2017-18			
2018-19			
2019-20			

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 2017-18, 2018-19 and 2019-2020.

Form 3 – Details of Staff

Name of the Bidder:

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

Sl. No.	Category	Total Staff
1	Project Management	
2	Presales and other support team	
3	Non IT O&M	
4	IT O&M	

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 areas such as Civil and Electrical, HVAC, Security and Safety Systems, IT, Networking, Platform Support, NOC)	

The Form 4 should be used for each assignment done and should provide Certificate of completion from authorized persons of the customer.

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 this assignment

Bidder to give the Organizational Chart of key people/core members who will be involved in this assignment. This should consist of key Selected Bidders and domain experts from the areas of Civil and Electrical Works, HVAC, Security and Safety Systems and its operation & maintenance, IT, Networking, Platform Support, NOC)

ii.) Part – C : COMMERCIAL BID

The Bidder shall quote for the entire Project as a “fixed amount of the receivables specified. All the commercial details should be given in the format placed at Section V.1. 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 V.1, the commercial bid is liable to be disqualified. Incomplete, illegible and conditional offers and offers not adhering to format at Section V.1, are liable to be disqualified.

Commercial Bid shall be enclosed in another sealed cover super scribed with Bold Words “**Part – C (Commercial Bid)**”.

Commercial Bid will have 2 parts - Part 1 for Data Centre Phase 1 & Part 2 for Data Center-Phase2

Both parts-1 and 2 shall be kept in a single sealed cover and super scribed with RFP Ref. no, Subject, due date and Time along with bidder details like Contact Details viz. name, address, phone number, Mobile No., e-Mail ID etc.

5. The bid shall be typed or printed with all the pages consecutively numbered and signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by a written Power-of-Attorney, executed on non-judicial stamp paper of appropriate value as applicable.
6. 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.
7. 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.
8. 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.
9. **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.
10. **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.

11. 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.

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

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.

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.

12. 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.

13. 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 Centres 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.

14. PROCEDURE FOR SUBMISSION OF BIDS:

1. 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 bid

The price should be quoted in Indian Rupees in accordance with the format given at V.1

2. Financial bids shall be submitted in single sealed envelope super-scribing
“Price-Bid - Do Not Open”.

In case of any correction, the Selected Bidder shall put his signature and the company seal. Correction of any type in price schedule is not permissible.

3. Bid Currency-Prices shall be quoted entirely in Indian Rupees.
4. 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.

5. 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.

15. BID SUBMISSION

Bidders shall send their proposals to the address given below.

Address to which Bid is to be submitted / sent: -

**Deputy General Manager – IMM
Mailing Section, Bangalore Plant,
ITI Limited, Dooravaninagar, Bangalore-560016,
080-28503679
Karnataka, India.**

Due date & time of submission of bids	27/01/2021 at 16:00 Hrs.
Due date & time of opening of Pre-qualification Bid & Technical Bid	28/01/2021 at 10:30 Hrs.

16. 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.

17. 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.

18. Opening of Bids

The decision of the Authorized Committee regarding evaluation of the bids would be final and binding upon all the Bidders.

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 in section I Invitation for Bids; Clause 5 - Key Events& Dates / corrigendum.

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.

19. 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.

1. Preliminary Examination:

The Tendering authority will examine the bids to determine whether

- a) they are complete,
- b) the bid format conforms to the Tender requirements
- c) any computational errors have been made
- d) required Tender Fee and EMD has been furnished
- e) documents have been properly signed
- f) the bids are in order etc. A bid determined as not substantially responsive will be rejected by Tendering authority and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

2. 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.

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

4. During the technical bid evaluation, ITI if found necessary, may visit the bidder's establishment at the address provided.
5. Bidders may be asked to give a presentation to the evaluation committee on their credentials and execution plan.
6. 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.
7. The bidder who offers lowest rate (L1) for the O&M of both Data Centers Phase 1 & phase 2 to ITI, will be awarded the Contract by ITI. The commercial offer format is as follows:-

Description	Contract period	Total amount of Bid Excluding Taxes	Remarks
Data Center- Phase1 (343 racks space)	2 years		Phase 1 is in operation. O&M Services required immediately
Data Center-Phase2(657 racks space)	2 years		Services required on Data Center going LIVE.

*Separate agreement will be signed for Data Center Phase1 and Phase2.

From Bidder's share, the following shall be deducted: -

- (a) TDS for the pending bills of Bidder raised till then
- (b) Amount pertaining to Pending bills of Electricity, Water, rent if any, etc.
- (c) Bank charges if any and Bank Guarantee charges
- (d) Any other dues which Bidder owes to ITI.

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.

8. 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.

20. Bid Security

- a) The bidder shall furnish, as part of its bid, a bid security for an amount of Rs. 5,00,000/- (Rupees Five Lakh 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 Ltd, Bangalore Plant.
- c) 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) Bid Security can also be paid through Pay order / Demand draft in favor of "ITI Ltd., Bangalore Plant" for Rupees Five lakh only payable at Bangalore.
- f) 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.
 - iv. ITI Ltd. reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for ITI Ltd.'s action.

21. Award of Contract

Award Criteria

ITI Ltd. will award the Contract to the bidder who offers Lowest offer (L1) to ITI , as mentioned in Section-II, Part-C, Clause 19.7.

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.

22. 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.

23. 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.

24. Performance Security

1. The Bidder shall furnish performance security to ITI Ltd for an amount equal **10% of the total contract value of PO** within 10 days from the date award of Contract for each, along with acceptance valid for a period of 2 years 6 months from the date of award of contract. The validity shall be extended suitably by the bidder in case if the contract is extended.
2. The proceeds of the performance security shall be payable to ITI Ltd as compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract.
3. The performance security Bond 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.
4. The performance security Bond will be discharged by ITI Ltd after completion of the contractor's performance obligations including any other obligations under the contract.
5. The performance security will be forfeited in case of non-performance to ITI Ltd.'s satisfaction, as per clause 25 below.

25. Non-Performance of The Contract

Following may be considered as non-performance.

- (a) Non-adherence to time schedule of preventive and corrective maintenance.
- (b) either party falling to recently, within the time prescribed, any defect or deficiency as may be pointed out by the other party in accordance with the terms of the Agreement within 3 months of written notice so having been served by the party not in default.
- (c) Either party going into liquidation or ordered to be wound up by a competent authority.
- (d) In the event of any content found 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
- (e) Failed to perform as per agreement and / the achieved performance is not viable to continue.
- (f) Either party failing to perform any obligation(s) under the Agreement.
- (g) ITI receiving any complaints regarding non-compliance of SLAs /MSAs and agreements ITI entered in to with Customers.

SECTION III: Bidder's Scope

PART-A General

The selected bidder shall operate and maintain the ITI Data Center 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 3.
- B. Bidder will manage and co-ordinate the maintenance work through the Equipment supplier / OEM based upon the warranty & AMC's obtained by ITI or the Bidder. 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 ITI.
- C. As part of Operation & Maintenance, Bidder would provide manpower services to operate & maintain the business activities and other operational expenditure as follows, will be borne by Bidder for both the data centres.
 - a) IT and non-IT O&M team
 - b) Physical Security etc.
 - c) Cleaning of the entire 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 are listed in Annexure- Selected bidder has to arrange review and updation 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. The charges will be borne by ITI.
- 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.
- 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 first quarter.

Bidders have to submit a document with clear detailed description of the service offering for the below categories. Bidders have to indicate clearly in detail for his service offerings for the below categories in Finance Bid Response document only, as per format specified at section VII. The said document will be used as a reference document for selected bidder during service delivery period and not for Commercial bid evaluation purpose.

Sl. No	Item	
1	Manpower Cost	Details to be provided
2	Additional /Miscellaneous expenses for ITI DC	Details to be provided

PART-B

DATA CENTER MANAGEMENT

The selected bidder should manage the data center-Phase1 for a period of 2 years immediately after the agreement is signed. The selected bidder should manage the data center- Phase 2 for a period of 2 years from the date the Data Center goes LIVE and after the agreement is signed. ITI will have the option to extend the Data Centre Management work (O&M) for another one year on mutually agreed terms. However, the decision in this regard will be taken by the ITI Management based on the performance of the Bidder during the 2 years of Data Centre Management. It is mandatory that the Bidder submits the quote for both Data Center – Phase1 & Phase 2.

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.

Bidder has to quote the Minimum manpower for both the data centers phase1(343racks) and phase2 (657racks) separately.

The activities shall include, but not be limited to:

- DC Administrative Activities
- Pre Sales activities.
- Operations, Maintenance and Management of Data Centre.
- Customer Relation Management & Marketing support etc.

Once the DC is in place with requisite hardware & other items and ready to offer services to enterprise customers, ITI and successful bidder would jointly go to market. 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.

Based on the customer requirement, Bidder will procure and commission the hardware and software in the DC in the agreed time frame. 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 should be deployed to facilitate monitoring and management of the Data Centre Infrastructure on one integrated console. The physical infrastructure management and maintenance services shall include:

- 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 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 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.

-
- a) Hosting (Shared as well as dedicated).
 - b) Co-location
 - c) Managed Services
 - d) Cloud Services

a) Hosting (Shared as well as dedicated)

ITI proposes to provide a range of hosting options and building blocks that allow customers the ability to address a broad range of web-based issues. 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 quarterly 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 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.

b) 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 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

- 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.

Alternatively, the customer can avail of only the basic;

- Data Centre Space in a caged environment

Few of the Managed services are illustrated below: -

c) Managed Services

The selected bidder will provide 24x7x365 services required for managing the Data Center for a period of 5 years from the date the Data Center goes live after the Final Acceptance Test is completed and the Data Center is established in all respects. ITI keeps the option to extend the selected bidder's services further on mutually agreed terms. 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
- Cloud Services
- IAAS/ SAAS/PAAS
- Preventive Maintenance Services
- Corrective Maintenance Services
- Asset Management Services
- Vendor Management Services
- Certifications
- Patch Release Update management

1. 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.

2. 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.

3. 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.

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- 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.
 - 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.
 - Manage Server load balancing, troubleshoot and resolve all server, storage and networking related issues
 - 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.
 - Coordinate with OEM and Third Party Vendors on Network hardware break/fix issues.
 - administer TLS/SSL certificates including certificate installation, monitoring certificate, status and certificate renewals
 - Firewall administration, create, edit, or remove a port rule as required subject to the Change Management procedures.
 - 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.

4. 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

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- 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.
 - Provide operational training and documentation for supporting Storage infrastructure.
 - Update Log register, Incident information and Change information, in compliance with the corresponding ITIL processes and audit requirement.

5. 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 Govt 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.

6. 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.

7. 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.

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- 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

8. 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.

9. 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.

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- d). Escalate the issues / complaints to Tendering Authority if necessary, as per the escalation matrix defined in discussion with Tendering Authority.
- d) Provide feedback to the callers.
- e). Analyze the issue / complaint statistics
- f). Creation of knowledge base on frequently asked questions to aid the users of the IT infrastructure.

10. 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.

11. 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.

12. 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.

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. 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.

19. Cloud Services

- Cloud Services should be able to cater requirements for IaaS, PaaS, SaaS, Storage as a Service etc.
- Should be able to cater hybrid cloud requirements.
- Should support multi-tenancy with implementation of adequate security measures to isolate tenants.
- Scope includes sizing of the cloud, design, implementation of the architecture along with management of the cloud services.
- Architecture should be elastic to expand / upgrade the cloud infrastructure whenever required to meet the business demands without service impact to the existing tenants.
- Should support on demand self-service provisioning interface to end customers.
- Should support offline as well as online payment modes.
- Should be able to provide metering, performance and utilization reports to tenants for the services subscribed by them.
- Tenants should be able to access the resources subscribed using various secure network modes like VPN, RSA-tokens etc.

20. Disaster Recovery Services

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.

21. Datacentre Facilities Management Services

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

PART-C

Minimum specified work

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.

a. 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.

b. 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.

PART-D

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, UPS Power and Generators	<p>All the electrical requirement of the Data Centre area meet Tier III, Concurrent maintainability Architecture which includes following requirements:</p> <p>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:</p> <p>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:</p> <p>Software Addressable Fire Alarm System</p>

V.	Physical Security (Access Control), Firefighting etc.	LASER Aspiration System for early smoke detection NOVAC 1230 based Fire Suppression System Access Control System involving - o Closed Circuit Television System (CCTV) o Biometric and Proximity Card o Attendance Management System o Alarm System o Rodent Repellent System o Water Leak Detection System
VII.	Network Operation Centre (NOC)	This facility has NOC with following features: - Have Large Video Wall Display units
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.

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

2. Indicative Resource Requirement: Manpower Resources

a) For Data Centre Phase1 & Phase 2 separately

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

Minimum Resource plan:

Sl. No.	Role	Min Qualification, Relevant Experience & Certifications	No. of Manpower
1	DC Project Manager	B.E./B.Tech./MCA + MBA/PGDBM, 15 Years' experience PMP / PRINCE Certified	1
2	Technical specialist- Network & Security	B.E./ B.Tech., 3 Years relevant experience, CCNA, CCSP / CISSP or equivalent	3
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
4	EMS Executives	OEM certified L2 engineer on EMS	2
5	CDCP certified Engineers	B.E./ B.Tech., 3 Years relevant experience with CDCP Certified or equivalent	1

6	CDCP certified Design Engineers	B.E./ B.Tech., 3 Years relevant experience with CDCP Certified or equivalent	1
7	Database Administrators	B.E./ B.Tech., 3 Years relevant experience, OEM certified level 2 / 3 on DB	2
8	Helpdesk Coordinators	Technical Graduate/ Diploma, 2 Years relevant experience, Relevant OEM certified	4
9	BMS support Executives	Graduate/ Diploma, 2 Years relevant experience in Data center provisioning, decommissioning and break fix activity.	6
		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	
10	Support/ Back office Managers	Graduate/ Diploma, 5 Years, Relevant experience, ITIL Knowledge	2
11	Pre Sales Managers	MBA with 5 Years, Relevant experience, ITIL Knowledge etc.	1

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

3. SERVICE LEVEL AGREEMENT – SLA

Service Utility	Criticality	Redundancy	SLA	Resolution/Response Time
Cooling System	High	N+1	99.98%	2-4 Hours for Minor Incidents. 24-48 hours for Major Components/Equipment failure.
UPS	High	N+1	99.98%	2-4 Hours for Minor Incidents. 24-48 hours for Major Components/Equipment failure.
Electrical Systems	High	N+N	99.98%	2-4 Hours for Minor Incidents. 24-48 hours for Major Components/Equipment failure.
DG Sets	High	N+1	99.98%	2-4 Hours for Minor Incidents. 24-48 hours for Major Components/Equipment failure.
Networking & Passive Infrastructure	High	N+1	99.98%	2-4 Hours for Minor Incidents. 24-48 hours for Major Components/Equipment failure.
Access Control & Security systems	High		99.98%	2-4 Hours for Minor Incidents. 8-24 hours for Major Components/Equipment failure.

Fire Alarm Systems	High	Within 24 hours
DCIM /BMS	High	Within 24 Hours
VESDA	High	Within 24 hours
FIRE SUPPRESSION	High	Within 24 hours
CCTV System	High	Within 24 Hours

4. PENALTY CLAUSE

Availability	Deduction
99.98%	No Penalty
Less than 99.98% and upto 97%	1% of Operational Charges payable for the respective quarter
Less than 97% till 95%	2 % of Operational Charges value payable for the respective quarter
Less than 95% till 93%	3 % of Operational Charges payable for the respective quarter
Less than 93% till 90%	5 % of Operational Charges payable for the respective quarter
Less than 90%	10 % of Operational Charges payable for the respective quarter

SECTION IV: 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 on the same day. 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. In case of any non-compliance / lack of clarity, if the Committee feels it necessary, the same shall be clarified with the Concerned Bidder.
6. Bidders will be informed of the Commercial Bid Opening Date and the Commercial Bid will be opened at the specific time and date.
7. The bidder who offers highest share (H1) of the revenue generated by the ITI Data Center to ITI, will be awarded the Contract by ITI.

SECTION V: Price

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 Bidder shall quote a fixed percentage of revenue receivable from its Customers for the Data Center operations. The successful bidder is held responsible for the overall deliverables during the period of contract. The revenue shares in percentage quoted, shall be the only payment, payable by ITI Ltd. to the successful Bidder for completion of the contractual obligations under the Contract, subject to the terms of payment specified in the 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.

1. Commercial Bid Format

Bidders have to submit a document with clear detailed description of the service offering for the below categories. Bidders have to indicate clearly in detail for his service offerings for the below categories in Finance Bid Response document only, as per format specified at Section VII.

S. No	Item	
1	Manpower Cost	Details may be provided
2	Additional /Miscellaneous expenses for ITI DC	Details may be provided

Note: All prices shall be in INR and inclusive of all incidental charges including taxes / duties.

5. The Commercial Bid Format for evaluation

The bidder who offers highest share in percentage (H1) of the revenue generated by the ITI Data Centre to ITI, will be awarded the Contract by ITI. Revenue generated is nothing but the payment received from the Data Centre Customers. The commercial format considering for selecting the Bidder will be as follows:-

Description	Contract period	Commercial offered by bidder	Remarks
Data Center- Phase1 (343 racks space)	2 years		DC is in operation. Services required immediately
Data Center- Phase 2 (657 racks space)	2 years		Services required on Data Center going LIVE within 4 to 6 months

*Separate agreement will be signed for Data Center 1 and 2.

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.
- Any other dues which Bidder owes to ITI.
- Any deductions from the bills by the Customer due to penalty, LD etc. will be to Bidder's account.

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.

6.1 The payment terms will be as follows:

The payment will monthly basis on submission of invoices of post services per month.

Prices quoted in percentage by the Prime Bidder shall be firm and not subject to any change during the tenure of the contract.

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.

6.2 Billing and Payment Realization

All payments to the successful Bidder shall be made by ITI Ltd. upon submission of invoices along with the related documents of deliverable signoff and acceptance of the deliverables by ITI Ltd. The Bidder should prepare and submit the invoices to Customers as and when it is due and submit the same to ITI authorized signatory for signature. The selected bidder will be responsible for invoice submission to Customer and also for getting the payment realized.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. ARBITRATION

In the event of any dispute or difference arising under this agreement or in connection therewith (except as to the matter, the decision to which to which is specifically provided under this agreement) the same shall be referred to the sole arbitration of the Chairman ITI Ltd or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the Chairman ITI Ltd or by whatever designation such officer may be called (herein after referred to as the said officer), and if the Chairman

ITI Ltd or the said officer is unable or unwilling to act as such then to the sole arbitration of some other person appointed by the Chairman ITI Ltd or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

There will be no objection to any such appointment on the ground that the arbitrator is a government servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government servant he has expressed his views on all or any of the matter in disputes. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the Chairman ITI Ltd or the said officer shall appoint another person to act as an arbitrator in accordance with the terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out his predecessor. The arbitrator may from time to time with the consent of both the parties; enlarge the time frame for making and furnishing the award. Subject to the aforesaid, Arbitration and Conciliation Act 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this rule. The venue of the arbitration proceeding shall be the office of the Chairman ITI Ltd., Bangalore or such other places as the arbitrator may decide.

8. LEGAL JURISDICTION

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

9. 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 ITI Ltd. RFP. No. ITIB/DC-1 & 2/O&M/2021 Dated 06.01.2021

10. 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.

11. 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.

12. 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.

13. 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.

ANNEXURE-I

BID SECURITY FORM

Whereas..... (hereinafter called "the Selected Bidder") has submitted its offer dated..... against RFP dated 06.01.2021, 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 clause 21 of Section 2 of 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

In consideration of ITI Ltd. having agreed to exempt _____ (hereinafter called 'the said Selected Bidder') from the demand under the terms and conditions of an agreement dated _____ made between _____ and _____ for the work of Establishing the Data Center

_____ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said Bidder of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____ we, (name of the bank)

_____ (hereinafter refer to as "the bank") at the request of _____ (Selected Bidder) do hereby undertake to pay to ITI Ltd an amount not exceeding _____

against any loss or damage caused to or suffered or would be caused to or suffered by ITI Ltd by reason of any breach by the said Selected Bidder of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from ITI Ltd by reason of breach by the said Bidder of any of the terms or conditions contained in the said Agreement or by reason of the Selected Bidder's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the

Bank under this guarantee where the decision of ITI Ltd in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We undertake to pay to ITI Ltd any money so demanded notwithstanding any dispute or disputes raised by the Selected Bidder in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken

for the performance of the said agreement and that it shall continue to be enforceable till all the dues of ITI Ltd under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ ITI Ltd certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said Selected Bidder and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the expiry (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) _____ further agree with ITI Ltd. shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by ITI Ltd. against the said Selected Bidder and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder or for any forbearance, act or omission on the part of ITI Ltd or any indulgence by ITI Ltd to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of ITI Ltd. in writing.

Dated the _____ day of _____

for _____

(Indicate the name of bank)

Annexure-III

MUTUAL NON- DISCLOSURE AGREEMENT

This Agreement is made as of the ----- 2021 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. ITIB/DC-1 & 2/O&M/2021 Dated 06.01.2021

- 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. ITIB/DC-1 & 2/O&M/2021 Dated 06.01.2021 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: _____

ITI Ltd
RFP No. ITIB/DC-1 & 2/O&M/2021 Dated 06.01.2021
Exhibit A

Business Purpose: Operation & Maintenance of the ITI Data Centers and Managing of Data Centre of Tier-III standard on revenue sharing business.

Confidential Information of M/s. ITI Ltd. w.r.t RFP No. ITIB/DC-1 & 2/O&M/2021 Dated 06.01.2021

- 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

Format 1 – Pre-Qualification Bid Letter

To,

**Deputy General Manager – IMM
Mailing Section, Bangalore Plant,
ITI Limited, Dooravaninagar, Bangalore-560016,
Karnataka, India.**

Subject: Appointment of an Agency for Operations and Maintenance of physical and IT infrastructure at the ITI Data Center.

Reference: “RFP Ref.: ITIB/DC-1 & 2/O&M/2021 Dated 06-01-2021;

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.: ITIB/DC-1 & 2/O&M/2021 Dated 06-01-2021 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 5 Lakhs. (Rupees five lakh only). This EMD is liable to be forfeited in accordance with the provisions of the Section VII - General Conditions of the Contract.

2. 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 in Annexure 4 - Performa and as per Section VII - General Conditions of Contract.

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	2017-18	2018-19	2019-20
15.	Net Worth			
16.	Turn Over			

Format 3 – Technical Bid Qualification Criteria

S. No.	Clause	Documents Required	Page No.
1	DD against Earnest Money/ EMBG for amount Rs. 5,00,000/- (Five lakh only)	DD / BG No. Bank: Date:	
2	The bidder (prime) should be company registered under the Companies Act, 1956 since last 5 years as on 31.03.2019.	Certificate of incorporation and Self Certification of being in the Information Technology business for the last 5 years should be attached.	
3	Bidder (prime) should be an established Information Technology company/ IT System Integrator and should have been in the business for a period exceeding three years as on 31.03.2021.	Commencement of Business Certificate, work orders conforming year and area of activity and Memorandum and Articles of Associations should be attached.	
4	The bidder (prime) should have positive net worth and average turnover of minimum Rs. 10 crores for each of the last three Financial Years ending on 31.03.2020. The bidder should have been profitable for all these three financial years.	Chartered Accountant certificate for Net-worth, Turnover and PAT should be attached. Copy of the audited profit and loss account/ balance sheet/ annual report of last three financial years (up to 31-Mar-20) should be attached.	
5	The bidder (prime) should have experience in providing IT-Non IT maintenance / management for IT installations preferably Data Center, during the last five (5) years as on 31.03.2020: Any order value less than Rs. 1 crore will be considered.	Copy of work order/ client certificates should be attached.	
6	The bidder (prime) must have on its roll at least 30 technically qualified professionals in the area of non IT and IT- networking, systems integration and prior experience in providing the Data Center Infrastructure maintenance services as on 31.03.2019.	Certificate from bidder for number of employees' with details of the personnel with qualification, experience etc., employed by the company.	

Format 4 - Declaration Regarding Clean Track Record

To,

Deputy General Manager – IMM

Mailing Section, Bangalore Plant,

ITI Limited, Dooravaninagar, Bangalore-560016,

Karnataka, India.

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [“RFP Ref.: ITIB/DC-1 & 2/O&M/2021 Dated 06-01-2021] regarding Appointment of an Agency for Maintenance & Operations of the ITI Data Center for a period of 2 (Three) years. I hereby declare that my 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,
Deputy General Manager – IMM
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.: ITIB/DC-1 & 2/O&M/2021 Dated 06-01-2021 for Operations and Maintenance of physical and IT infrastructure of ITI Data Center.

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

Yours faithfully,
(Signature of the Bidder)

Name

Designation

Seal

Date:

Section VI - Format for Response to RFP Ref.: ITIB/DC-1 & 2/O&M/2021 Dated 06-01-2021 – Technical

Format 6 – Technical Bid Letter

To,

Deputy General Manager – IMM

Mailing Section, Bangalore Plant,

ITI Limited, Dooravaninagar, Bangalore-560016,

Karnataka, India.

Sir,

Subject: Appointment of an Agency for Operations & Maintenance of ITI Data Center

Reference: RFP Ref.: ITIB/DC-1 & 2/O&M/2021 Dated 06-01-2021

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.: ITIB/DC-1 & 2/O&M/2021 Dated 06-01-2021 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. 5,00,000/- (Rupees Five lakh only). This EMD is liable to be forfeited in accordance with the provisions of - *General Conditions of the Contract*.

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 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 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)

Printed Name

Designation

Seal

Date:

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

7. Cloud Infrastructure management at Enterprise level

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.			
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- Deviations from RFP Terms & Conditions

The given format should be followed while marking out the deviations from RFP terms and conditions:

S. No.	Section No.	Clause No.	Page No.	Statement of deviations and variations.	Remarks

Format 10- 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.	

Section VII - Format for Response to RFP Ref.: ITIB/DC-1 & 2/O&M/2021 Dated 06-01-2021
Commercial Bid

Format 11 – Commercial Bid Letter

To,

Deputy General Manager – IMM
Mailing Section, Bangalore Plant,
ITI Limited, Dooravaninagar, Bangalore-560016,
Karnataka, India.

Subject: Appointment of an Agency for Operations and Maintenance services for ITI
Data Center

Reference: RFP Ref.: ITIB/DC-1 & 2/O&M/2021 Dated 06-01-2021

Sir,

We, the undersigned Bidder, having read and examined in detail all the RFP documents in respect of Appointment of an Agency for Operations and Maintenance Services for ITI Data Center do hereby propose to provide services as specified in the RFP Ref.: ITIB/DC-1 & 2/O&M/2021 Dated 06-01-2021

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 12 – Summary of Cost Components-only for ITI records

Table – Schedule A

S. No	Item	Cost for 2 years
1	Manpower Cost	
2	Additional /Miscellaneous expenses for ITI Data Center	
	Total cost for 2 years	

This Operational Support for two years shall be for the entire components / items / infrastructure of DC under the RFP / Contract including the Support personnel deployed for the project. Bidder should ensure that Manpower resources required for Operations and Maintenance of ITI Data Center project should comply as per the RFP. In case there are changes in technology, (such as addition or Up-gradation of Hardware, Software, Tools, equipment, active or passive) DCO needs to provide the resources with suitable technical competencies in line with project requirements without any additional charges as and when required.

Please note: Operational expenses during operation phase (such as Diesel consumption {by DG-Set}, etc.) will be paid by the Client to DCO as per the actual usage/ consumption as per the prevailing market price. DCO shall integrate the energy meter (for electricity) as well as diesel consumption reading of DG Set with the BMS infrastructure for ensuring automatic information update regarding actual consumption/usage.

Annexure - V: Bidding Document Acknowledgement Form

Dated:

To,

Deputy General Manager – IMM

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 Five Annexure (along with their Appendices) enclosed to the "Invitation for Bid" pertaining to providing of Operation & Maintenance services for ITI Data Centre against RFP Ref.: ITIB/DC-1 & 2/O&M/2021 Dated 06-01-2021

We have noted that the closing date for receipt of the RFP by ITI Data Center is at 16.00 hrs. (IST) and opening at 10.30 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)

Annexure – VI: Abbreviations

AAA	<i>Authentication, Authorization and Accounting</i>
ACL	<i>Access Control List</i>
ARP	<i>Address resolution protocol</i>
BGP	<i>border gateway protocol</i>
BOQ	<i>Bill of Quantity</i>
CPU	<i>Central Processing Unit</i>
DCO	<i>Data Centre Operator</i>
DHCP	<i>Dynamic Host Configuration Protocol DMZ De-Militarized</i>
DC	<i>Data Centre</i>
DR	<i>Disaster Recovery</i>
DNS	<i>Domain Name Server</i>
EMS	<i>Enterprise Management System</i>
FC	<i>Fiber Channel</i>
FCIP	<i>Fiber Channel over IP</i>
FTP	<i>File Transfer Protocol</i>
FAT	<i>Final Acceptance Test</i>
G2B	<i>Government To Business</i>
G2C	<i>Government To Citizen</i>
G2G	<i>Government To Government</i>
GBIC	<i>Giga Bit interface</i>
Gbps	<i>Gigabits per second</i>
GE	<i>Gigabit Ethernet</i>
GHz	<i>Giga Hertz</i>
GUI	<i>Graphical User Interface</i>
H/W	<i>Hardware</i>
HDD	<i>Hard Disk Drive</i>
HIPS	<i>Host Intrusion Prevention System</i>
HTML	<i>Hypertext Markup Language</i>
I/O	<i>Input/ Output</i>
IDS	<i>Intrusion Detection System</i>
IP	<i>Internet Protocol</i>
IEEE	<i>International electrical and electronics engineers IPS Intrusion Prevention System</i>
IT	<i>Information Technology</i>
ITIL	<i>Information Technology Infrastructure Library</i>
Kbps	<i>Kilobits per second</i>

<i>L2</i>	<i>Layer 2</i>	
<i>LACP</i>	<i>Link Aggregation Control Protocol</i>	
<i>LAN</i>	<i>Local Area Network</i>	
<i>LUNs</i>	<i>logical unit number</i>	
<i>MAC</i>	<i>Media Access Control</i>	
<i>Mbps</i>	<i>Megabits per second</i>	
<i>NAT</i>	<i>Network Address Translation</i>	
<i>NOC</i>	<i>Network Operation and Control</i>	
<i>OEM</i>	<i>Original Equipment Manufacturer</i>	
<i>OFC</i>	<i>Optical Fiber Channel</i>	
<i>OS</i>	<i>Operating System</i>	
<i>QoS</i>	<i>Quality of Service</i>	
<i>QGR</i>	<i>Quarterly Guaranteed Revenue</i>	
<i>RAM</i>	<i>Ran Access Memory</i>	
<i>RDBMS</i>	<i>Relational Database Management System S/W</i>	<i>Software</i>
<i>SAN</i>	<i>Storage Area Network</i>	
<i>SAS</i>	<i>Secure Attention Sequence</i>	
<i>SFP</i>	<i>Small Form Factor Pluggable</i>	
<i>SLA</i>	<i>Service Level Agreement</i>	
<i>SNMP</i>	<i>Small Network Management Protocol</i>	
<i>SI</i>	<i>System Integrator</i>	
<i>TB</i>	<i>Terra Byte</i>	
<i>TCP</i>	<i>Transmission Control Protocol</i>	
<i>VLAN</i>	<i>Virtual Local Area Network</i>	
<i>VPN</i>	<i>Virtual Private Network</i>	
<i>WAN</i>	<i>Wide Area Network</i>	
<i>XML</i>	<i>Extensible Markup Language</i>	