

9th Floor, Statesman House,
Barakhamba Road,
New Delhi

Tender Document for Interior Upgradation (MEPC) for
Tripura State Data Centre at Agartala

NIXI-CSC Requirement

This tender document is being issued to select an agency for delivery, installation, and commissioning of "for Upcoming State Data Centre at Agartala with uptime of 99.8%". Bids (Technical & Financial) are invited from eligible bidders which should be valid for a period of 180 days from the last date of submission. Below are the timelines:

Cost of Tender Documents

INR 5000/- to be deposited at
NIXI-CSC DATA SERVICES LTD.,
A/c No. 921020024655044,
IFS Code – UTIB0000007,
AXIS BANK LTD., Branch – Barakhamba Road,
Connaught Place,
NEW DELHI- 110001

Earnest Money Deposit (EMD)

The Bidder will furnish, as part of its bid, an Earnest Money Deposit (EMD) of **INR 2,00,000/-** which should be deposited at

NIXI-CSC DATA SERVICES LTD.,
A/c No. 921020024655044
IFS Code – UTIB0000007, AXIS BANK LTD., Branch – Barakhamba Road, Connaught Place,
NEW DELHI- 110001

except those who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department only (if they are registered for relevant categories/ products/ services under this tender). The bidder must submit the certification of registration with one of the given authorities along with the eligibility documents. The EMD will be denominated in Indian Rupees and will be accepted only in form of Online line deposit via by a Nationalized/ Scheduled Bank, in favour of NIXI-CSC, New Delhi.

Unsuccessful Bidder's EMD will be discharged/ returned after award of contract to the successful Bidder. **No interest will be paid by the Purchaser on the EMD.**

The successful Bidder's EMD will be discharged upon the bidder executing the Contract. **No interest will be paid by the Purchaser on the EMD.**

Further, if for any reason, the tender floated by the purchaser is scrapped/ cancelled, EMD of the bidder's will be discharged/ returned.

Any fraudulent measures may result in cancellation of the bid response and appropriate legal action will be taken by the purchaser.

The EMD may be forfeited:

- i. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
- ii. In the case of a successful Bidder if the Bidder fails.
 - To sign the Contract in accordance with the tender; or
 - To furnish online deposit for the EMD and bank guarantee for contract performance in accordance with the tender
 - If a bidder quotes unrealistically high/ low rates in its financial bid.

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Invitation to Bid

This invitation to Bid is for “**Expansion & Revamping of MEPC Infrastructure of Tripura State Data Centres (TSDC)**”.

The Bidders are advised to study the tender document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. This section provides general information about the Issuer (i.e. NiXi-CsC), important dates and addresses and the overall eligibility criteria for the Bidders.

DUE DILIGENCE

The Bidder is expected to examine all instructions, forms, terms, and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder ‘s own risk and may result in rejection of the Bid and for which NiXi-CsC shall not be held responsible.

Issuer

The joint venture of National Internet Exchange of India (NIXI) and CSE e-governance services Ltd herein after refers as “NIXI-CSC Data Services Centre” invites proposals for “**Expansion & Revamping of MEPC Infrastructure of Tripura State Data Centres**”. Issuer and Address for Bid Submission & Correspondence.

The Director/CEO

9th Floor, B-Wing, Statesman House Barakhamba Road,

Connaught place Delhi

New Delhi DL 110001 IN

E-Mail: pdns@NIXI.in

Key Events & Dates

Table I – Key Events & Dates

S. No	Information	Details
1.	RFP release date	18 th Nov
2.	Last date for submission of writtenqueries for clarifications	23 rd Nov
3.	Date of pre-bid conference	24 th Nov
4.	Release of response to clarifications	25 th Nov
5.	Bid validity period	30 days from the last date (deadline) for submission of proposals

6.	Last date (deadline) for submission of bids	28 th Nov (11am)
7.	Opening of technical bids	28 th Nov (4pm)
8.	Place, time, and date of opening of financial proposals received in response to the RFP notice	Will be intimated later

Schedule of Requirement

State Data Centres (SDC)

Tripura has been in the verge for digital transformation and has been working recently to become a digital state in the country. The SDC shall host many e-Governance applications covering almost all government departments, Mobile tele-density, Internet penetration etc. Government of Tripura has set up the State Data Centre (SDC) in Agartala to boost the e-Governance activities of the State. Tripura State Data Centre is the Government Data Centre in the country and has been catering operations of smart cities etc since its establishment. For achieving the full capacity of this Data Centre, Government of Tripura will start revamping it to cater 80+ rack solution. The summary status of the Data Centres are shared in the annexures.

Purpose

The purpose of this bid is to for **“Expansion & Revamping of MEPC Infrastructure of Tripura State Data Centres (TSDC)”** (Refer Annexures for more details) respectively. The layout is given only as reference and the bidders are requested to visit the Data Centres at their own cost for better understanding of the site.

Required Components and Services

Design, Construction of the server farm area with all required MEPC (mechanical, civil, plumbing, electrical) etc as per the guidelines stated in this RFP adhering to international standards & specifications for the equipment listed below:

Project Time Schedule

The total duration of the project is for a period of 60 days from the date of release of work order including final acceptance and testing (FAT), training and submission of documentation.

Instruction to the Bidders

- **TSDC** means Tripura State Data Centre
- **“UAT”** means User Acceptance Testing
- **“Bidder”** shall mean an Individual Company registered under the Companies Act 1956 or as defined in this document that participates in the Bidding process
- **“Representative”** shall mean the person appointed by NiXi-CsC from time to time to act on its behalf at the site for overall coordination, supervision, and project management at site
- The **“Successful bidder / Implementation Agency”** means the company with whom the order has been placed for providing Services as specified in this tender/contract and shall be deemed to include the Implementation Agency's successors, representatives (approved by NIXI-CSC), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract
- **“Implementation Agency’s Representative”** means the person, or the persons appointed by the implementation agency from time to time to act on its behalf for overall coordination, supervision, and project management. This definition shall also include any and/or all of the employees of Bidder, their authorized

agents and representatives and other personnel employed or engaged either directly or indirectly by the implementation agency for the purposes of the Contract

- **“Contract”** means the Agreement entered into between NIXI-CSC and the “Implementation Agency” as recorded in the Contract form signed by NIXI-CSC and the “Implementation Agency” including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the Bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time
- **“Confidential Information”** means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any taxpayer, or any other person who is covered within the ambit of any commercial taxes legislation including any such information that may come to the knowledge of the Parties hereto / Bidder’s Team by virtue of this Contract that:
By its nature or by the circumstances in which it is disclosed is confidential; or Is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract
- **“The Contract Price/Value”** means the price payable to the successful bidder under the Contract for the full and proper performance of its contractual obligations
- **“Parties”** means NIXI-CSC and the successful bidder and “Party” means either of the Parties
- **“Service”** means facilities/services to be provided as per the requirements specified in this tender document and any other incidental services, such as installation, implementation, support and provision of technical assistance and other such obligations of the Successful bidder covered under the Contract.

Pre-Bid Conference

NiXi-CsC shall organize a Pre-Bid Conference on the scheduled date and time. NIXI-CSC may incorporate any changes in the RFP based on acceptable suggestions received during the interactive Pre-Bid Conference. The decision of the NIXI-CSC regarding acceptability of any suggestion shall be final and shall not be called upon to question under any circumstances.

The bidders shall visit the TSDC prior to the pre-bid to have a better understanding about the existing system and location. After the bid submission date confirmation, no New Requirement/ Queries/ addition in RFP and BOQ will be entertained by NIXI-CSC.

The bidders who wish to visit sites shall give the email request to NIXI-CSC in the format given below. The request should reach NIXI-CSC at least 24 hours before the scheduled time.

Sl.no	Company	Name	Email	Mobile

Amendment of RFP Document

At any time prior to the last date for receipt of bids, the purchaser, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment/corrigendum. The amendment will be notified on NIXI-CSC portal <http://NIXI.in> and should be taken into consideration by the prospective agencies while preparing their bids.

In order to provide prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the purchaser may, at its discretion, request for extending the last date for the receipt of bids.

Purchaser at any time during the tendering process can request all the prospective bidders to submit revised technical/ financial bids and/or supplementary financial bids without thereby incurring any liability to the affected bidder or bidders

Venue and Deadline for submission of Proposal

The bid proposals must be received through the specified websites (as mentioned only and that also not later than the dates specified in Events and dates section of this bid document.

Procedure for Submission of Bids

Modes of Submission

1. It is proposed to have Two E-bids for this e-tender:

I. Technical E- Bid - which includes documents for Pre-qualification Criteria and Technical proposal

II. Commercial E- Bid

2. Please Note that Prices shall be indicated only in the Commercial Bid. If price is indicated in the Pre-Qualification Bid or Technical Bid, that Bid is liable to be rejected.

Bids shall be submitted only through the specified e-tendering portal/website.

Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid including cost of presentation for the purposes of clarification of the Bid, if so desired by NiXi-CsC. NiXi-CsC will be in no way responsible or liable for those costs, regardless of the outcome of the tendering process.

Clarification on Tender Document

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, in writing, at the mailing address and as per schedule indicated in “Invitation for Bids / Key Events and Dates” section. The queries must be submitted in the following format only to be considered for clarification:

The queries not adhering to the below-mentioned format shall not be responded.

Representatives from any OEM will not be allowed to be part of the pre-bid meeting. OEMs should also not accompany any of their system integrators or partners and are expected to submit their queries through partners for seeking clarifications.

S. No.	Page No	Clause No	Clause header	Clause details as in RFP	Query/ Clarification Required	Justification/Reason for changes required (If any)

Once answers to query/queries are published, the same queries will not be entertained further.

It is expected that the Bidder shall do their own due diligence on the question they may ask. Any changes sought must be with proper justification. Any statement such as ‘specification/requirement’ is not vendor neutral OR it implies to a single OEM or any such statement similar to this, must be asked with adequate and credible proof and justification.

NiXi-CsC will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in Invitation for Bids / Key events and dates. The clarifications (including the query but without identifying the source of inquiry) shall be replied/uploaded (with responses).

Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and NiXi-CsC, shall be written in English language. Any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by a duly attested English translation in which case, for purposes of interpretation of the Bid, the English translation shall govern. Price bid total value will be filled in both (number & Words) by the bidder.

Documents Comprising the Bids

The Bid prepared by the Bidder shall comprise the following components. The Bids not conforming to the requirements shall be summarily rejected.

Bid Submittals

In support of eligibility, a Bidder must submit the following documents (besides the other requirements of the tender), original copies or attested copies, as the case may be, in the absence of which the Bids are liable to be rejected. Please refer Annexure 4 onwards for more details

Confidentiality

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the

undertaking of confidentiality given by the Recipient to Company. NiXi-CsC may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with NiXi-CsC or any of its customers, suppliers, or agents without the prior written consent of NiXi-CsC.

No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and NiXi-CsC until execution of a contractual agreement.

Errors and Omissions

Each Recipient should notify NiXi-CsC of any error, omission, or discrepancy found in this RFP document.

Acceptance of Terms

A Recipient will, by responding to NiXi-CsC RFP, be deemed to have accepted the terms as stated in the RFP.

NORMALIZATION OF BIDS

The NiXi-CsC may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if NiXi-CsC feels that any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the NiXi-CsC may at its discretion ask all the technically shortlisted bidders to re-submit the technical and commercial bids once again for scrutiny.

AUTHORIZED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss, sign, negotiate, correspond and any other required formalities with the NiXi-CsC, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign with the NiXi-CsC, raise invoice and accept payments and also to correspond. **The bidder shall furnish proof of signature identification for above purposes as required by the NiXi-CsC.**

Service Levels

The services of the vendor, to be selected through this tender, shall be required to provide the Annual Maintenance services, O&M services and periodic Audit services after tender finalization and AMC of basic infrastructure equipment after warranty expiry as per the details below:

- a) Maintenance and operations of the necessary Basic Infrastructure but not limited to MEPC, painting, denting, etc of the TSDC.

Description of Services Provided

The SI will provide following services for Operations & Maintenance including security of Basic Infrastructure for the establishment of (NIXI-CSC) TSDC Data Centre at the proposed site.

On-site maintenance of all the Basic Infrastructure equipment and their components, physical security Infrastructure in the Data Centre.

Penalties

Penalty may be imposed on non-performance/ violation of any of the terms and conditions mentioned in this work order. The quantum of such penalty shall be as decided by the committee of officials from NIXI-CSC. The following shall be the treatment in case of damages and delays: i.e., Any damage to the building or to any equipment which might result during the repair shall be repaired by the Contractor/ Service Provider. ii. If the job is not completed within the stipulated time penalty amount @ 1% (of the contract value) per week will be applicable on the contractor.

Escalation Procedure

Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

- Either NIXI-CSC or SI can initiate the procedure
- The “moving party” should promptly notify the other party that management escalation will be initiated
- Management escalation will be defined as shown in the contact map below
- Escalation will be one level at a time and concurrently

Contact Map

Escalation Level	Department Representative with contact Details	SI Representative with Contact Details
Level 1:		Project Supervisor onsite
Level 2:		Project Manager
Level 3:		Steering Committee

Operation and Maintenance

SI will deploy on Site supervisor per shift (12 hrs shift each) for routine Operation and maintenance of the Data Centre having relevant experience with a reliever for managing the leaves and duty hours of the remaining To supervise and to handle the operations of the DC, the Supervisor should have two onsite electrical technician (12 hrs shift each) having relevant experience will also be deployed.

All the manpower resources to be considered with suitable educational criteria and experience.

SI shall provide information for the following:

- Chief Executive Officer
- Project Manager
- Site Manager for each site
- Team Members/ Engineers

Acceptance of SLA IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement to vide Tender No. Dated to be executed by their respective authorized representatives.

For and on behalf of SI:

For and on behalf of NIXI-CSC:

PRE-QUALIFICATION CRITERIA

The Bidder must possess the requisite experience, strength, and capabilities in providing the services necessary to meet the requirements as described in the RFP document. The Bids must be complete in all respects and shall cover the entire scope of work as stipulated in the tender document. The invitation to Bid is open to all Bidders who qualify the eligibility criteria as given below:

The Bidder also need to provide the self-compliance sheet as part of the bid process

Table 1: Pre-Qualification Compliance

S. No	Criteria	Document required	Compliance (Yes/No)
1.	The Bids shall be submitted only by the sole Bidder; no consortium is allowed in this Bid	Declaration in this regard needs to be submitted	
2.	The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) as specified	Payment shall be made as specified	
3.	(a) The Bidder shall be an established company registered under the Companies Act, 1956 in India or Limited liability partnership firm act 2013 and in operation for at least 5 years as on 31.03.2022 and shall have their registered offices in India. (b) The company must be registered with appropriate authorities for all applicable statutory duties/taxes. (c) The Bidder must have a local presence in North-East or should establish a local presence within 30 days from the award of contract.	(a) Valid documentary proof of: <ul style="list-style-type: none"> ● Certificate of incorporation ● Certificate of Commencement ● Certificate consequent to change of name, if applicable (b) Valid documentary proof of: <ul style="list-style-type: none"> ● GST Registration number ● Income Tax registration/PAN number ● Income Tax returns for the financial years 2018-19, 2019-20 and 2020-21. (c) Valid documentary proof of: <ul style="list-style-type: none"> ● Local presence/ Declaration regarding the establishment of local presence within the desired time. 	
4.	The Bidder shall have a positive net worth in each of the following years FY 2018-19, 2019-20, 2020-21, and 2021-22. Note: State/ Central PSUs are exempted from the positive net worth.	A certified document by the Chartered Accountant stating the net worth for each year specified.	
5.	The average annual financial turnover of the bidder during the last three years ending 31.03.2022 should be at least Rs. 4 Crores.	Audited balance sheet for the financial year 2018-19, 2019-20, 2020-21, and 2021-22	

6.	<p>*Bidder should have successfully completed implementation of similar projects in Data Centres in India, during the last five years ending on 31 March 2022.</p> <p>i. Three completed projects costing not less than Rs. 40 lakhs each or ii. Two completed projects costing not less than Rs. 80 lakhs each or iii. One completed project costing not less than Rs. 1 Crore.</p> <p>*This criteria is only applicable for pre-qualification, but the bidders are encouraged to submit more projects than the pre-qualification criteria to get maximum marks for technical bid marking as defined into Technical Qualification of the RFP (stage 2 Technical qualifications section no 2)</p>	<p>1. Work orders confirming year and area of activity. 2. Completion certificate from the customer. 3. No work order for supply of one of the packages will qualify for eligibility.</p>	
7.	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Central / State Government agencies.	Declaration in this regard by the authorized signatory of the Bidder	
8.	Certificate by authorized signatory confirming acceptance of all tender terms and conditions	As per requirement	
9.	Authorization of signatory for the purpose of this tender	Power of Attorney	
10.	OEM Local presence: The OEM of major equipment Precision AC, Diesel Generator, UPS proposed by the bidder must have a service centre in North-East.	Declaration from OEM to be provided	
11.	TIER III Data Centre project Experience: The Bidder should have completed implementation of Certified TIER III /Rated 3 Data Centres with 1000 Sqft or above server farm in India with project cost not less than 10 Crore in the last five years.	Supporting document to be provided	
12.	<p>The OEM offered product quoted by the bidder should be made in environments in India (but not limited to):</p> <ul style="list-style-type: none"> • Wires, cables • Paints (emulsion, fire rated) • Doors, (fire rated) 	A document in this regard from the client is to be submitted.	

	<ul style="list-style-type: none"> • Conduits, pipes etc. 		
13	The vendor need to provide an undertaking letter on his latter head for complying central minimum wages act and labour laws (in India) for all the employees hired directly and indirectly	Declaration on the company letter head by the signing authority	

Note:

- a) The bid documents uploaded shall be properly aligned with page numbers and index. Relevant portions, in the documents submitted in pursuance of eligibility criterion mentioned above, shall be highlighted.
- b) Bidders must ensure that all required documents have been uploaded along with the bid to justify eligibility.
- c) Bidder must comply with all the above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. NIXI-CSC reserves the right to verify /evaluate the claims made by the vendor independently. Any decision of NIXI-CSC in this regard shall be final, conclusive, and binding upon the bidder.

General Information about the Bidder

Details of the 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	Date:
Ref.#		
5.	Details of Commencement of the Business	Date:
Ref.#		
6.	Valid GST registration no.	
7.	Permanent Account Number (PAN)	
8.	Name & Designation of the contact person to whom all reference shall be made regarding this tender	
9.	Telephone No, (with STD code)	
10.	Email of the contact person:	
11.	Fax No. (with STD code)	
12.	Website	
13.	Financial Details (as per audited Balance Sheets) in crore)	

14.	Year	2018-19	2019-20	2020-21* /2021-22
15.	Net Worth			
16.	Turn over			
17.	PAT			

EVALUATION CRITERIA

Evaluation will be carried out in two steps i.e. technical evaluation and financial evaluation. Bidder has to qualify in technical evaluation for being eligible for financial evaluation.

a. Technical evaluation will be based on various parameters as mentioned below.

i. Experience

ii. Turnover

iii. Technical capabilities (Technical solution submitted: if any required)

Absence of non-compliance or non-submission of technical supporting documents may lead to rejection of bid. No relaxation is permitted in eligibility conditions after submission of bids.

b. The financial evaluation will done as mentioned below.

Bid will evaluate the total of cost of equipment. Bidder should be financially competent to undertake the project without any delay/hindrance and should have positive net worth.

EVALUATION PROCESS

- i. NIXI-CSC shall constitute a Tender Evaluation Committee to evaluate the responses. The Tender Evaluation Committee shall evaluate the responses to the TENDER and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.
- ii. The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.
- iii. The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this TENDER.

The steps for evaluation are as follows:

Stage 1: Pre-Qualification

- NIXI-CSC shall validate the “TENDER Document fee& Bid Security/Earnest Money Deposit (EMD)”.
- If the contents of the RFP Bid are as per requirements, NIXI-CSC shall open the “Pre-Qualification Bid”. Each of the Pre-Qualification condition mentioned into the RFP is MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.
- Technical and Financial bids for those bidders who don’t pre-qualify will not be opened. Financial bid will not be opened for those bidders, who don’t qualify the technical evaluation. Bid Security shall be returned to the unsuccessful bidders.

Stage 2: Technical Evaluation

- “Technical bid” will be evaluated only for the bidders who succeed in Stage 1.
- NIXI-CSC will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at NIXI-CSC’s discretion.
- The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the TENDER and technical evaluation framework as mentioned into the RFP.
- Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an Overall Technical score of 70% or more in the Technical Evaluation Framework as given in the RFP will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.
- The Bidder's technical solution proposed in the Technical Evaluation bid shall be evaluated as per the evaluation criteria in the following table.

S No.	Evaluation Criteria	Total Marks	Minimum Technical qualification Marks
1.	Company profile and financial Standing	15	
2.	Past Experience/Projects Bidder should have successfully completed implementation of similar projects in Data Centres in India, during the last five years ending on 31 March 2022.	Max 45	
	i. Total Value of projects more than as 2 crore as per the defined criteria of the projects into PQ (pre-	45	

	Qualification criteria defined in section 6)		
	ii. Total Value of projects more than as 1.5 crore and less than 2 crores as per the defined criteria of the projects into PQ(pre-Qualification criteria defined in section 6)	40	60
	iii. Total Value of projects less than 1.5 crores as per the defined criteria of the projects into PQ (pre-Qualification criteria defined in section 6)	35	
3.	Proposed Solution, Approach, Methodology	15	
4.	Technical presentation and Demo	10	
5.	O&M and Manpower Deployment	15	10
	Total	100	70

- Qualification Minimum absolute technical score to qualify for commercial evaluation is 70 marks out of total 100 marks and also the bidder should get minimum of 70% of marks in each of above- mentioned evaluation criteria.
- NiXi-CsC reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the additional requisite support must be provided by the Bidder.

Stage 3: Commercial Evaluation

- All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
- The commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at NiXi-CsC 's discretion.
- Commercial Bids that are not as per the format provided in Annexure 10 shall be liable for rejection.
- The bid price shall inclusive of all taxes and levies and shall be in Indian Rupees with clear breakup of base price along with taxes (without GST).

- Mentioning compliance for each line item of BOM is mandatory.
- Bidder would not leave blank in any of the line item of BoM.
- The Bid Security amount shall be returned to those who don't qualify the financial evaluation stage and after PBG shall be submitted by the Successful Bidder.

Short Listing

The bidder needs to qualify as per eligibility criteria. Only eligible bidders will be qualified for the Technical evaluation process, to be qualified for commercial bid opening. Only those bidders who achieve technical requirements mentioned in scope of work would be short-listed for commercial bid evaluation.

The Commercial Bids of only technically qualified bidders will be opened and evaluated by NiXi-CsC, and the evaluation will take into account the following factors:

1. The optimized TCO identified in the commercial bid would be the basis of the entire outflow of NiXi-CsC for undertaking the scope of work. NiXi-CsC will consider the TCO over a seven-year period starting from the date of going live in production. Any further infrastructure or hardware (electrical components) required to meet the performance criteria of NiXi-CsC as stated in the RFP, during the tenure of the project, would be at the cost of the Bidder.
2. The bidder will be solely responsible for complying with any applicable Export / Import Regulations. NiXi-CsC will no way be responsible for any deemed Export benefit that may be available to the bidder.
3. In case there is a variation between numbers and words; the value mentioned in words would be considered.
4. The OEM needs to provide Unit costs would be provided for components and services; unit rates would be considered for the TCO purposes.
5. In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

Entire Agreement

The agreement will be between NIXI-CSC and the bidder (including all backend agreements of bidder with OEM and third parties) constitutes the entire agreement between the "Parties" with respect to the matters addressed herein and can only be modified through a written instrument signed and agreed with consensus-ad-idem by both parties

a) **Governing Law and Jurisdiction:** This agreement shall be construed and governed in accordance with the laws of India. Further, in case of any dispute is between the parties, the same shall be referred to the arbitration and shall be decided as per the provisions of the Arbitration & Conciliation Act, 1996 (amended and updated as of

date) with arbitration seat/ venue at New Delhi. Any appeal or petition against the arbitration award/ final order/ judgment shall be filed in and decided by courts in New Delhi, India.

Confidentiality and Security

The selected bidder and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of NIXI-CSC without the prior written consent of NIXI-CSC.

b. The bidder will ensure that no information about the software, hardware, and database, the policies of NIXI-CSC is taken out in any form including electronic form or otherwise, from the client site.

Indemnity

a. The selected bidder shall indemnify NIXI-CSC from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising, or incurred inter alia during and after the Contract period out of:

b. Any negligence or wrongful act or omission by the selected bidder or any third party associated with selected bidder in connection with or incidental to this Contract or.

c. Any breach of any of the terms of this contract by the selected bidder, the selected bidder's team or any third party

d. Any infringement of patent, trademark/ copyright arising from the use of the supplied goods and related services or any party thereof

e. The selected bidder shall also indemnify the purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, service provided as mentioned in any Intellectual Property Rights and licenses.

Limitation of Liability

a. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.

b. Except in the case of gross negligence or wilful misconduct on the part of the selected bidder or on the part of any person acting on behalf of the selected bidder executing the work or in carrying out the services, the selected bidder, with respect to damage caused by the selected bidder including to property and/ or assets of NIXI-CSC shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the contract value or (B) the proceeds the selected bidder may be entitled to receive from any insurance maintained by the selected bidder to cover such a liability, whichever of (A) or (B) is higher. For the purposes of this clause, "gross negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the contract and which causes harmful consequences to life, personal safety, or real property of the other Party which such Party knew or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, gross negligence

shall not include any action taken in good faith for the safeguard of life or property. “Wilful Misconduct” means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

c. This limitation of liability slated in this Clause, shall not affect the selected bidder’s liability, if any, for direct damage by selected bidder to a Third Party’s real property, tangible personal property or bodily injury or death caused by the selected bidder or any person acting on behalf of the selected bidder in executing the work or in carrying out the Services.

Force Majeure

If at any time, during the continuance of the agreement, the performance in whole or in part by either party of any obligation under the agreement is prevented or delayed by reasons beyond the control of a party such as war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, natural calamities, lockouts, pandemic, acts of state or acts of God (hereinafter referred to as “events”), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, NIXI-CSC may at its option, terminate the empanelment. Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract or Work Orders hereunder to the extent such failure or delay or both is caused, directly, without fault by such Party, by reason of such event. NIXI-CSC shall, however, be responsible to pay the bidder for the services successfully rendered to the satisfaction of NIXI-CSC under the work orders/ purchase orders issued pursuant to the contract.

Events of Default by Bidder

The failure on the part of the bidder to perform any of its obligations or comply with any of the terms of this Contract should constitute an Event of Default on the part of the bidder. The events of default as mentioned above may include inter-alia the following:

- a) the bidder has failed to perform any instructions or directives issued by the Purchaser which it deems proper and necessary to execute the scope of work under the Contract, or
- b) the bidder/ bidder's Team has failed to confirm with any of the Service/Facility Specifications/standards as set out in the scope of work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by the Purchaser during the term of this Contract and which the Purchaser deems proper and necessary for the execution of the scope of work under this Contract.
- c) the bidder has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender, and this Contract.
- d) The bidder/ bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
- e) Failure of the successful Bidder to comply with the requirement of this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD/Security Deposit. In case of exigency, if the Purchaser gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder subject to maximum of 12% of the value of the goods/services for which alternative option is sorted to.

Termination of the Contract

A Notice shall be given 30 days curing period in advance to the selected bidder before termination of the contract.

The contract maybe terminated within 30 business days if the Bidder does not perform its obligations as mentioned in the Contract or commits an Event of Default and fails to cure such default within 30 days of receiving a written notification from the Purchaser notifying it of such default, the same would constitute the breach of the Contract and the Purchaser shall have the right to terminate or withdraw the Contract. Such cancellation of contract on account of non-performance by the Bidder would entitle the Purchaser to forfeit the performance security.

Further the purchaser may terminate this agreement on 30 business days' notice to the bidder under the following conditions as well:

- a) If the bidder becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with immediate effect; or
- b) There is or becomes any Law that makes the performance of the terms of this agreement illegal or otherwise prohibited; or
- c) Any Governmental Authority issues an Order restraining or enjoining the transactions under this agreement; or
- d) In case purchaser finds illegal use of hardware and software tools that are dedicated to purchaser only
- e) Under any other justified circumstance

In the event of termination, Purchaser may Invoke the Performance Bank Guarantee/Security Deposits, recover such other direct costs and other amounts towards direct damages from the selected bidder that may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.

In any case of Termination, the Purchaser shall be liable to pay the bidder for all the goods and services accepted as per the milestone till the effective date of termination.

Exit Management

The exit management requirements as elaborated below must be read in conjunction to and in harmony with related clauses of this tender.

- a) Given the critical nature of the service, it is imperative that a well-defined exit management strategy be made ready which will enable easy transition of activities when the contract expires/ is truncated. Accordingly, the bidder shall submit an exit management plan, which will focus on the key activities it will perform to ensure that a seamless transition of knowledge and activities be possible, and the same shall be evaluated. The exit management plan will be based on the plan proposed by the bidder in its technical proposal. The final exit management plan will have to be mutually agreed upon by both NIXI-CSC and the bidder. The bidder shall understand that ensuring a smooth transition at the end of the project period is a key requirement from NIXI-CSC. The bidder needs to update the exit management plan on half yearly basis or earlier in case of major changes during the entire contract duration. While proposing the exit management plan, the bidder shall ensure that the subsequent points are taken care of.
- b) At the end of the contract period or during the contract period or contract termination, if any other agency is identified or selected for providing services related to the scope of work as in the contract, the bidder shall ensure proper and satisfactory transition is made to the other agency. In case NIXI-CSC wants to take over the project itself, then bidder has to ensure proper transition to the team designated by NIXI-CSC.
- c) All risks during transition stage shall be properly documented by bidder and mitigation measures be planned in advance and recorded in the exit management plan so as to ensure smooth transition without any service disruption.
- d) The bidder shall provide all knowledge transfer of the system to the satisfaction of NIXI-CSC as per the specified timelines.

Dispute Resolution

- a) The Bidder and NIXI-CSC shall endeavour their best to amicably settle, by direct negotiation, all disputes arising out of or in connection with the empanelment.
- b) In case any dispute between the Parties, does not settle by negotiation, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re- enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the third to be appointed by the MeitY, Government of India.
- c) The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of

the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

d) Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

CORRUPT AND FRAUDULENT PRACTICES

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

Corrupt Practice|| means the offering, giving, receiving, or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution

AND

Fraudulent Practice|| means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the NiXi-CsC and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the NiXi-CsC of the benefits of free and open competition.

The NiXi-CsC reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The NiXi-CsC reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

LIMITATION OF LIABILITY

Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a. IP Infringement indemnity.
- b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by NiXi-CsC on the Bidder that gave rise to claim, under this RFP.
- c. Bidder shall be liable for any indirect, consequential, incidental, or special damages under the agreement/ purchase order.

PREVIOUS TRANSGRESSION

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.

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.

Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in last 1 year , in respect of any other Ministry/Department of the Government of India or PS U and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER 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.

Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Other Legal Actions

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.

Statement of Purpose

NIXI-CSC (hereby called/referred as “Issuer”) invites competitive sealed technical and commercial proposal from eligible, reputed, qualified organizations with sound technical and financial capabilities for Revamping, Reorientation Supplying, Installation, Implementation, and Commissioning of Data Centre Facility at TSDC Agartala, Tripura. and having previous experience in designing and successfully handling, similar type of projects for Data Centers/Companies/Institutes/Government/PSUs etc.

NIXI-CSC proposes to revamp the existing Data Centre rooms so as to develop the interiors of the NOC room, SOC room, BMS room, servers, network, and security equipment etc. considering the growth requirement for next 7 years with the latest State-of-Art technologies. This revamping should comply with latest Data Centre standards to provide High Availability of the hosted services at TSDC, resilient to outages, safety, and security. The successful bidder shall appropriately estimate and design a total solution, which will help meet the expected requirements mentioned in this document, and further which shall also help/guide the System Integrators in planning an optimal solution. The RFP shall also include buy back of existing infrastructure (if any) that shall be replaced/modified. For getting an overall view (such as room size, layout etc.) of the data Centre refer to Annexure I and Annexure II.

Note:

In the bid, terminology like successful Bidder and System Integrator has been used. Both the terminologies are same, and it is meaning to the successful bidder qualified/ awarded with job for performing the system Integration work.

Scope of work

The Scope of Work shall be with a single bidder, it is and will be the selected Systems Integrator (SI)/bidder’s complete responsibility to Execute and Maintain the project until Go-Live (where the Data Centre becomes fully operational/available for end customers/Issuers use), but not limited to the following:

- The Systems Integrator (SI)/ Successful Bidder is advised to do a detailed site survey/site analysis/site visit before starting the execution and quoting the prices. The Systems Integrator (SI)/ Successful Bidder are free to inspect the site prior to submitting their proposals.
- The Successful Bidder shall prepare detailed deployment design/plan documents (both hard and soft copy) and shall submit the same for approval and also do necessary changes required/listed/told/approved by the owners.
- The Systems Integrator (SI)/Bidder must prepare the drawings and schedule after understanding the bid, the requirement of the client and then start work accordingly. The approval for the drawings to be taken before starting the work. All execution related drawings such as design drawings, shop drawings, coordinated drawings etc. must be prepared by the SI and submitted for approval before starting any work.
- Supply of necessary components: The Systems Integrator (SI) shall supply the materials and equipment as required. In case, it is identified that certain components are required for required functionality but not included in the Tender BoQ, SI should include such equipment in the bid value, quote for them as “any other item.” The SI shall note that the specification provided is the minimum requirement and the SI shall procure better equipment if it is required to meet the service levels mentioned in this RFP.
- Supply, Installation, Integration and Commissioning of equipment/components/materials to

be taken care by the Systems Integrator (SI). The Successful Bidder shall install, integrate, and commission the activities as per approved deployment design. All the work shall be done in a conscientious manner as per the guidelines and best industry practices. The system shall be

subjected to inspection at various stages. Local regulation / codes shall be followed at all times. The Successful Bidder shall follow all Standard Safety Regulations, norms, and best practices while working.

- The successful Bidder shall not cause any damage to the existing data centre, Government buildings /other premises and the property, and will perform restoration if any damage occurs. Trenches, path-cutting, etc. will be back-filled and restored to the original condition immediately after laying of the conduit/cable. The Successful bidder shall plug conduits and entrance holes where the cabling has been installed with suitable sealing material.
- The successful Bidder has to prepare and submit a delivery report including details of all components supplied. The authorities will validate the delivery report.
- All Electrical work must be done as per prevalent rules/Act/ regulatory of state or central Govt whichever is applicable.
- The selected bidder should take all necessary Statutory/ regulatory approvals from the respective authorities.
- The SI must prepare an installation checklist and get the same approved from the consultant/PMC/Issuer and install the equipment as per the agreed norms. The "Comprehensive Check list" shall be created by SI/bidder, covering all qualifying and measurable parameters for completion of works and the same to be approved in advance.
- The commissioning check list has to be prepared by the SI and an approval has to be sought.
- The SI must handover all the documents such as drawings, warranty certificate, manuals, data sheets to the client before Go-Live.
- The SI shall follow/abide Annexure III for accomplishing electrical and civil work in the DC floor
- Earthing and grounding as per the requirement & Lightning Protection system must be done and each and every equipment has to be connected to an equipotential grid. The specification, BOQ and methodology of Earthing and Grounding to be documented and submitted along with bid submittal for technical evaluation. The Values need to be defined/ proposed, which will have to be ascertained during Installation & Commissioning and tested as part of final testing and handover process.
- Dismantling of existing setup (such as wiring, conduits, cable trays, plates, bolts, nuts, cutting rivets, welding, aluminium/ gypsum partition, Doors, Windows, False ceiling, brick work, tile work and architrave, piping etc.) is under the scope of SI.
- The selected SI/bidder shall also dispose all debris/ trash/ dismantled materials/garbage/junk properly within 24 hours. No debris/ dismantled materials/trash etc. should be stored/placed/dumped inside the Data Centre or in the building and shall be stored/placed/dumped/thrown at a designated spot/place/area provided by the Issuer/Owner etc.
- Any Mechanical, Electrical, plumbing, fabrication, trenching and civil work etc. required for fulfilling integration between any other components/other SI/contractor for the development of the data Centre, NOC, SOC, BMS room etc. will be in the scope of SI.
- Any painting/putty/denting/retouch/minor civil work required after installing and commissioning of the procurements from RFP-2/components/other SI/contractor and direct order purchases.
- Tender Committees who are expert on MEPC will be formed by NiXi-CsC and they will give acceptance on the (not limited to) MEPC work done, deliverables, audit, etc.

Development of NOC, SOC & BMS Room

Development of DCs NOC, SOC & BMS Room with a seating capacity of minimum 15, 5 and 5 users respectively (25 users in total) at the designated space/area available at the DC floor besides the server farm area shall be under the scope of SI.

- a) Furniture suitable for the respective areas to be procured.
- b) Painting of the above rooms for providing an aesthetic view of the room.
The Colour scheme and type of the paints (make & model) to be proposed/submitted by SI and approval to be taken
- c) Proper layout/design/plan for each room to be presented and approval of it to be given. The
- d) Approval of layout be taken and standard heights/ alignments for suitable visibility, be ascertained.
- e) The layout/design/plans to comprise of (but not limited to) seating arrangements (table and chair placement), video wall placement, receptacles (of desired load/quality with spares) placement on walls/tables/floor, partitions (if required), wiring schematics, monitor placements etc.
- f) Each Electrical/IT receptacles/socket/plugs in NOC, SOC and BMS room and their other supported areas will have UPS power and raw power as per the layout.
- g) All civil work included for Mechanical, Electrical, Plumbing, and Civil work (MEPC) including (and not limited to), trenching (min Trench depth to be 3 feet), cut-outs (min bare possible to run the cables), conduits for electrical wiring, passive cabling, lighting, plugs, receptacles, biometric, Closed-Circuit Television (CCTV), sensors etc., putty- filling in the walls/floor/ceiling etc.
- h) Laying of cable pathways inside the furniture is under the scope of SI.
- i) Glass/wood/gypsum/POP partitions (Toughened glass/Fire rated Gypsum partition in the area must be 100mm thick with double board on each side and glass wool filling in between for proper insulation). and Curtains/blinds must be done as per the required layout/design plan.
- j) The Comprehensive maintenance (viz. Repair/replacement/maintenance) of central air conditioning (indoor and outdoor unit) of the entire area included in these rooms until Go-Live.

UPS Room

- a) Painting of the above room with fire retardant/proof paint for providing a safeguard in the event of fire in the room.
- b) Any drilling/tearing-down/breaking/repairing/replacing required in the room (for laying out/changing/upgrading/removing wires, pipes, conduits, ~~false partitioning~~, false ceiling/false-flooring, plumbing, mechanical vents etc.) shall be undertaken before painting.
- c) Fixing water leakage, providing water proofing of walls/ceilings/floorings (if required/possible) before painting by using waterproof putty/paint/chemicals/sheets etc. (depending on the need).
- d) The Comprehensive maintenance (viz. Repair/replacement/maintenance) of central/split air conditioning (both indoor and outdoor units) of the entire area included in this room until Go-Live.
- e) All standard safety protocols should be adhered while working in rooms equipped with heavy electrical equipment/gear (such as UPS, high tension wire etc.).

Battery Room

- a) Painting of the above room with fire retardant/proof paint for providing a safeguard in the event of fire in the room.
- b) Any drilling/tearing-down/breaking/repairing/replacing required in the room (for laying out/changing/upgrading/removing wires, pipes, conduits, false-partitioning etc.) shall be undertaken before paint work and restoration to the original to be made.
- c) Fixing water leakage, providing water proofing of walls/ceilings/floorings (if required/possible) before painting by using waterproof putty/paint/chemicals/sheets etc. (depending on the need).
- d) Repair/replacement/maintenance of central air conditioning (both indoor and outdoor unit) of the entire area included in this room until Go-Live.
- e) All standard safety protocols should be adhered while working in rooms equipped with light electrical equipment/gear (such as batteries, wires etc.).

LT panel Room

- a) Painting of the above room with fire retardant/proof paint for providing a safeguard in the event of fire in the room.
- b) Any drilling/tearing-down/breaking/repairing/replacing/revamping required in the room (for laying out/changing/upgrading/removing wires, pipes, conduits, bus bar etc.) shall be undertaken before painting the room and restoration to the original to be made.
- c) Fixing water leakage, providing water proofing of walls/ceilings/floorings (if required/possible) before painting by using waterproof putty/paint/chemicals/sheets etc. (depending on the need).
- d) Proper safety protocols should be adhered while working in rooms equipped with heavy electrical equipment/gear (such 440V wires, Panels, MCBs etc.).

Staging Room

- a) Painting of the above rooms for providing an aesthetic view of the room (including the polishing of door if deemed).
- b) Any drilling/tearing-down/breaking/repairing/replacing required in the room (for laying out/changing/upgrading/removing wires, pipes, conduits, tiles, false flooring/ceiling, false-partitioning, plumbing, mechanical vents etc.) shall be undertaken before painting and restoration to the original to be made.
- c) All civil work included for Mechanical, Electrical, plumbing, and civil work (including and not limited to, trenching, cut-outs, conduits for electrical wiring, passive cabling, lighting, plugs, receptacles, biometric, Closed-Circuit Television (CCTV), sensors etc., putty-filling in the walls/floor/ceiling etc.) and restoration to the original to be made.
- d) Each Electrical/IT receptacles/socket/plugs point in Staging room and its other support areas will have UPS and raw power as per the layout. The details specs, power ratings, and numbers are to be mentioned in the proposal during bid submittal which will be evaluated and will get implemented

Telecom Room

Painting of the above rooms for providing an aesthetic view of the room (including the polishing of doors if deemed). The Colour scheme and type of the paints (make & model) to be proposed/submitted by SI and approval to be taken

- a) Any drilling/tearing-down/breaking/repairing/replacing required in the room (for laying out/changing/upgrading/removing wires, cabling, pipes, conduits, tiles, false flooring/ceiling, false-partitioning, plumbing, mechanical vents etc.) shall be undertaken before painting.
- b) All civil work included for Mechanical, Electrical, plumbing, and civil work (including and not limited to, trenching, cut-outs, conduits for electrical wiring, passive cabling, lighting, plugs, receptacles, biometric, Closed-Circuit Television (CCTV), sensors etc., putty-filling in the walls/floor/ceiling etc.) and restoration to the original to be made.
- c) Each Electrical/IT receptacles/socket/plugs point in Staging room and its other support areas will have UPS and raw power as per the layout.
- d) Approval of layout be taken and standard heights/ alignments for suitable visibility, be ascertained.

Cylinder Room

- a) Painting of the above rooms for providing an aesthetic view of the room (including the painting/polishing of door if deemed).
- b) Any drilling/tearing-down/breaking/repairing/replacing required in the room (for laying out/changing/upgrading/removing pipes, cylinders etc.) shall be undertaken before painting.

HT panel/ Power Room

- a) Painting of the above room with fire retardant/proof paint for providing a safeguard in the event of fire in the room.
- b) Any drilling/tearing-down/breaking/repairing/replacing/revamping required in the room (for laying out/changing/upgrading/removing wires, pipes, conduits, bus bar/ladder frame etc.) shall be undertaken before painting.
- c) Fixing water leakage, providing water proofing of walls/ceilings/floorings (if required/possible) before painting by using waterproof putty/paint/chemicals/sheets etc. (depending on the need).
- d) All standard safety protocols should be adhered while working in rooms equipped with heavy electrical equipment/gear (such high-tension wires, Panels, MCBs etc.).

Server Farm/Room

- a) Painting of the Server farm/room with fire retardant/proof paint for providing a safeguard in the event of fire/hazard/disaster.
- b) Any dismantling/drilling/cut-out/tear-down/removing/breaking etc. required for fulfilling integration between any other components/other SI/contractor for the redevelopment of the data Centre server farm room shall be undertaken before the painting work.

- c) Cleaning the Server farm/room of all the debris/dust/contaminants shall be done with a vacuum fitted with a HEPA filter and cloth used for wiping the surfaces is to be done with anti-static cleaning solution and microfiber cloth.

Office Room

Development of office Room on the 5th floor at the designated space/area available at the same DCbuilding shall be under the scope of SI.

- a) Furniture (tables, chairs, sofas, filing cabinets etc.) suitable for the respective areas to be procured. High Quality cabin furniture, meeting room table, side tables, filing cabinets / cabinets, high and medium back chairs, frost film, pinup board, writing glass, etc. and all other office furnishing materials are under the scope of SI. The bidder to define in the bid submittal, the proposed specification details, design and color of the furniture and before installation the sample shall be got approved for each item in advance. The Color schemes are in line with overall ambiance of the room
- b) Painting of the above rooms for providing an aesthetic view of the room. The color, paint make/model to be approved in advance
- c) Proper layout/design/plan for area/room to be presented and approval of it to be given. Development of a 6-10-seater meeting room equipped with 55" video-wall/TV/Monitor, with adequate connectors (HDMI, USB etc.) on the conference room's table, (min two positions), mounting placement, receptacles (of desired load/quality with spares) placement on walls/tables/floor, partitions, Tiles, woodwork, panelling, flooring, false ceiling, doors (sliding/folding/swinging/pivot), wiring schematics, etc.
- d) Each Electrical/IT receptacles/socket/plugs in office room and their other supported areas will have separate UPS power and raw power as per the layout/design, make/model/specs are to be proposed and approval taken in advance.
- e) All civil work included for Mechanical, Electrical, plumbing, and civil work (including and not limited to, trenching, cut-outs, conduits for electrical wiring, passive cabling, lighting, plugs, receptacles, biometric, Closed-Circuit Television (CCTV), sensors etc., putty-filling in the walls/floor/ceiling etc.).
- f) Glass/wood/gypsum/POP partitions (Toughened glass/Fire rated Gypsum partition in the area must be 100mm thick with double board on each side and glass wool filling in between for proper insulation.) and Curtains/blinds must be done as per the required layout/design plan.
- g) Maintenance/repair/replacement of air conditioning of the entire area included in these rooms.
- h) Installation of submeter of applicable capacity (Kw/h) and type (single phase/three-phase) based on load and requirement.

Milestone

S.no.	Milestone	% Of amount
1)	Project plan, Designing and approval as per SOW	10%
2)	Completion of all Work for all applicable rooms on first floor as per SOW	30%
3)	Completion of interior of 1000sq ft Office Room on 5 th floor as per SOW	30%

4)	Retouch/Minor work with integration work as per SOW	15%
5)	Equally divided Per quarter payment O&M for 1 Year after Milestone 4 completion.	15%

*Sign-off to be taken after every milestone from client

BILL OF QUANTITY

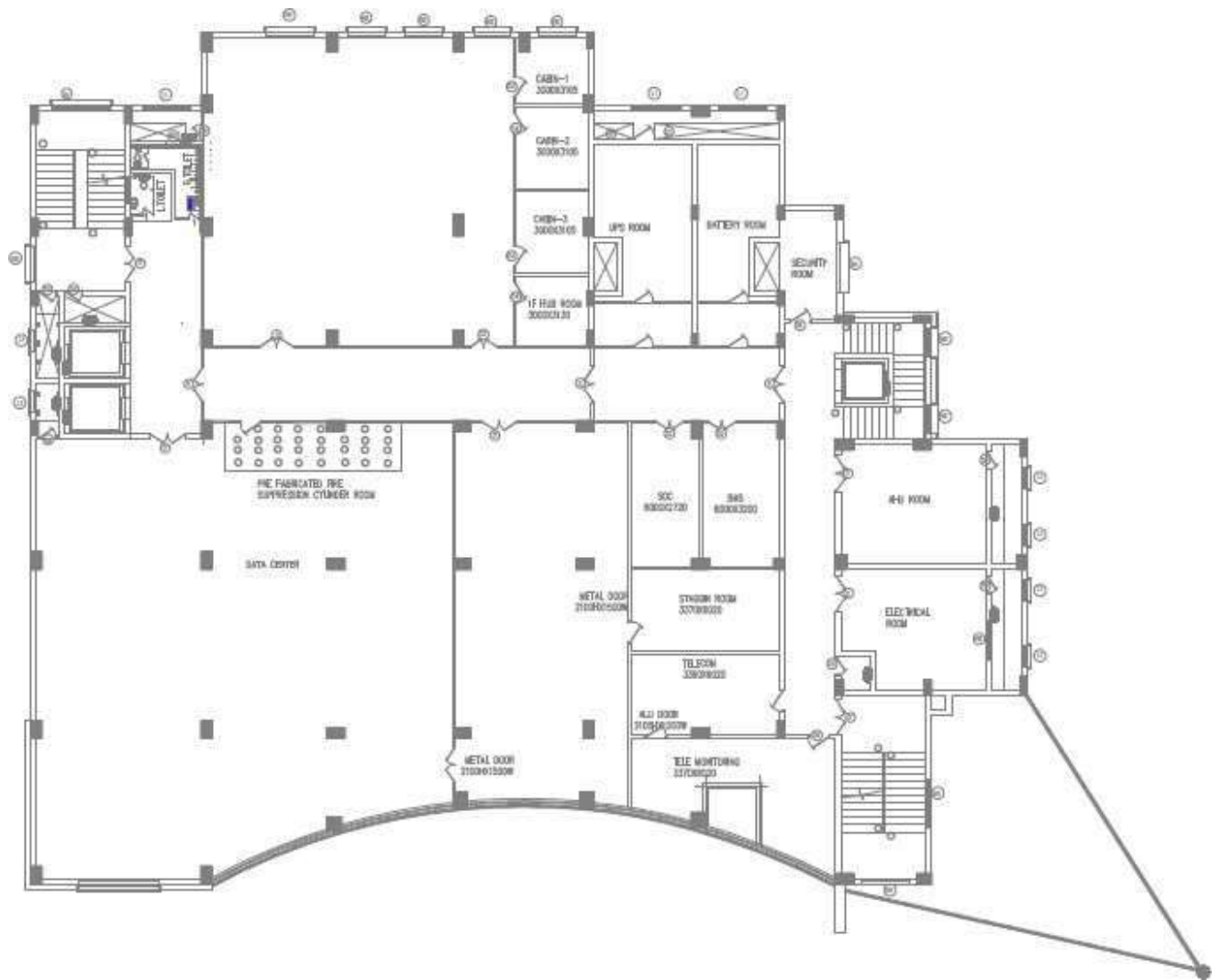
Note: The Bill of quantity has been derived from a tentative design and hence indicative. The bidder has to add/delete/modify quantity as per their design and solution. **It is mandatory for the bidders to visit the TSDC sites before bidding.**

S.No.	Description	Unit	Qty.	Remarks
1	DATA CENTRE DEVELOPMENT COST (including all Civil, electrical , interior and furnishing)	Lot	1	(DISMANTLING and CIVIL WORK) Civil work for Demolition work, Brick Work, plastering and PCC work, Paint, POP and punning, partitions, false ceiling, steel rated fire door, flush door etc.
2	FALSE CEILING	Sqm	as per req.	For 1000Sq ft room on 5 th floor
3	PARTITIONS	Sqm	as per req.	Gypsum, glass, brick, etc.
4	DOOR with smart lock	Nos	as per req.	fire rated, wooden, glass etc. smart lock: electromagnetic door lock. automatic soft closer etc.
5	FINISHING	Sqm	as per area covered in all rooms	refer annexure for room sizes. No. of coats/layers of paint/putty/primer etc. to be given by Bidder
6	FURNITURE	Nos	as per req.	refer with NiXi-CsC
7	MISCELLANEOUS	Nos.	as per req.	any other item that is required
8	CABLES AND WIRES AND ELECTRIC WORK CABLING	set	as per req.	aluminium. Copper etc
9	POWER RECEPTACLES.	set	as per req.	as per power voltage required in different room
10	EARTH ELECTRODES AND EARTH STRIPS	Nos	as per req.	
11	Manpower cost	Lot	as per req.	For 24x7x365 days support
12	AMC	Lot	As per req.	
13	O&M	Lot	As per req.	
14	MISCELLANEOUS ITEMS	lot	as per req.	

Annexure 1: ROOM Size

S. No	ROOM	ROOM SIZE (approx.)
1)	NOC ROOM	1187 sq. ft
2)	SOC ROOM	200 sq. ft
3)	BMS ROOM	200 sq. ft
4)	UPS ROOM	400 sq. ft
5)	Battery ROOM	331 sq. ft
6)	LT panel ROOM	300 sq. ft
7)	Staging ROOM	225 sq. ft
8)	Telecom ROOM	225 sq. ft
9)	Cylinder ROOM	N/A
10)	Power ROOM	600 sq. ft
11)	Office ROOM	1000sq ft.
12)	Server FARM/ROOM	3198sq ft.

Annexure 2: First Floor Data Centre layout plan



Annexure 3: First Floor Data Centre Electrical, Civil Work

S.no.	Components	Technical Description	Specifications
1	Wires, cables and conducting.	PVC insulating cables with copper conductors of defined thickness, voltage ratings, resistance, and current load along with catering with pre-defined wire colorings codes. Earthing/Grounding is mandatory to provide protection to electrical equipment.	Supply, designing, installation, inspection, testing, and commissioning of wiring system in accordance with IS - 732 (1989) The wiring to be done in accordance with a 3-phase System.

2	MCB, MCCB, ACB, RCCB etc.	Circuit breaker for over current/surge protection	Supply, installation, testing, and commissioning of circuit breakers comprising of the air, circuit, molded, residual break type circuit, robust and compact design suitable for indoor mounting and shall comply with the IEC 60947-1 and 2, IEC 60 947 / IS 13947: 1993, IS/IEC 60898, S12640 -1 and IEC/EN 61008 etc. standards. And also, the scope shall also include interlocking, insulation, wiring & integration of circuit breakers with distribution boxes.
3	Paint (fire retardant)	A solvent-based fire-retardant paint, based on special resins and chemicals. The dried film gives good resistance against fire and protection to base substrate.	Providing and applying Fire rated acrylic plastic emulsion paint of reputed make and shade to give an even shade over a primer coat as per manufacturers' recommendations after applying painting putty to level and plumb and finishing with 2 coats of fire-retardant paint. Base coating shall be as per manufacturer's recommendation for coverage of paint.
4	Paint (emulsion)	Wall painting with acrylic emulsion paint of approved brand and manufacture to give an even shade Two or more coats on new work.	Preparing & finishing the walls, partitions and ceiling (if required) with emulsion paint & shade by sand papering the surface, applying one coat of primer, prepare the surface with two coats of wall care putty, sand papering again, repeating a coat of primer, applying one coat of paint touching up with putty if necessary and applying two final roller coats of emulsion paint all complete with cost of materials, labor, tools and plants, and scaffolding etc.
5	Partitioning	Can be of Gypsum /Toughened Glass/ wooden/ brick wall with required accessories such as fastener, connectors, bolts etc.	Supplying, preparing, installing, testing, finishing, and painting of the false partitioning made with quality of product that should provide and fix 120 minutes of fire resistance. with adequate width, adequate thickness, and adequate thermal insulation material in accordance with the Indian standards (such as IS:2095 etc.)
6	LED Lights	False Ceiling mount 600x600mm LED light fixtures for Data Centre/ sever farm room with electronic ballast suitable for Grid Ceiling.	Supply, installation, testing, and commissioning of minimum 36W 2 ft x 2 ft (600mm x 600mm) white colored LED Flat Panels. Having (but not limited to) Min 2850 Lumen rated luminous flux light output with the lamp life of at least 50000 hrs. All the lights will have occupancy sensors.

7.	Table	wooden boards, ply, decorative laminate sheet, timber, glue etc. used should be ISI marked.	Supply, installation, developing, testing, and commissioning of the required tables for the adequate rooms situated in the data Centre. The tables should be created/ bought in accordance with the Indian standards (such as IS:11679 (1986) etc.)
8.	Civil & Interior works	The following shall comprise of (but not limited to) the civil and interior work for the DC	Demolition work, Brick Work, plastering and PCC work, Paint, POP and punning, partitions, false ceiling, steel rated fire door, flush door etc.

ANNEXURE 4

PRE-QUALIFICATION CRITERIA

Evidence submitted as per Pre-Qualification Criteria will be examined by Pre-Qualification evaluation committee (TEC) and if not found relevant, more time would be given to resubmit the evidence, failing to do so bidder will be rejected. "TEC shall have the right to ask for more details if not convinced".

Sr. No.	Pre-Qualification Criteria	Supporting Documents Provided
1		
2		

Annexure 5:

Format for Response to the tender: Pre-Qualification Bid

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

Pre-Qualification Bid Letter

To

Director

9th Floor, B-Wing, Statesman House Barakhamba Road,

Connaught place Delhi

New Delhi DL 110001 IN

E-Mail: pdns@NIXI.in

Sir,

Subject: "Expansion & Revamping of MEPC Infrastructure of Tripura State Data Centres (TSDC):

Tender No: <Tender Reference Number> Dated <dd/mm/yyyy> We, the undersigned Bidders, having read and examined in detail all the Tender documents do hereby propose to provide the services as specified in the Tender document number <Tender Reference Number> Dated <dd/mm/yyyy> along with the following:

a) Earnest Money Deposit (EMD)

b) We have paid an EMD of Rs. 2,00,000/- through the Bank Guarantee This EMD is liable to be forfeited in accordance with the provisions in the above documents.

Contract Performance Bank Guarantee: We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as per compliance to the General terms Conditions mentioned in this RFP and Contract document.

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 Proforma

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:

Business Address:

ANNEXURE 6

Declaration of Acceptance of Terms & Conditions in the RFP

To
Director
9th Floor, B-Wing, Statesman House Barakhamba Road,
Connaught place Delhi
New Delhi DL 110001 IN
E-Mail: pdns@NIXI.in

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [No.] For **“Expansion & Revamping of MEPC Infrastructure of Tripura State Data Centres (TSDC)”** I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company, and I am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

ANNEXURE 7

Declaration Regarding Clean Track Record

To
Director
9th Floor, B-Wing, Statesman House Barakhamba Road,
Connaught place Delhi
New Delhi DL 110001 IN
E-Mail: ceooffice@nixi.in

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. _____] For “**Expansion & Revamping of MEPC Infrastructure of Tripura State Data Centres (TSDC)**” for the period of the project. I hereby declare that my company has not been debarred/blacklisted 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)

Printed Name-

Designation-

Seal-

Date: -

Business Address:

ANNEXURE 8

Format for Response to Tender: Technical Bid

Technical Bid Letter

To

Director

9th Floor, B-Wing, Statesman House Barakhamba Road,

Connaught place Delhi

New Delhi DL 110001 IN

E-Mail: ceooffice@nixi.in

Sir,

Subject For “**Expansion & Revamping of MEPC Infrastructure of Tripura State Data Centres (TSDC)**” Reference: Tender No: <Tender Reference Number> Dated <dd/mm/yyyy>

We, the undersigned Bidders, having read and examined in detail all the Tender documents do hereby propose to provide the services as specified in the Tender document number <Tender Reference Number> Dated <dd/mm/yyyy> along with the following:

Earnest Money Deposit (EMD):

We have paid an EMD of ₹2,00,000/- through the portal/bank guarantee. This EMD is liable to be forfeited in accordance with the provisions of - General Conditions of the Contract.

Deviations:

We declare that all the services shall be performed strictly in accordance with the Tender 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 **Tender**:

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

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

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.

Bid Validity Period:

We agree to abide by this Bid for a period of 30 days after the date fixed for Bid opening 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:

Business Address:

ANNEXURE 9

Format for Response to Tender: Commercial Bid

Commercial Bid Letter

To

Director

9th Floor, B-Wing, Statesman House Barakhamba Road,

Connaught place Delhi

New Delhi DL 110001 IN

E-Mail: ceooffice@nixi.in

Subject: For “**Expansion & Revamping of MEPC Infrastructure of Tripura State Data Centres**”

Reference: Tender No:<Tender Reference Number>Dated<dd/mm/yyyy>

Dear Sir,

Having examined Request For Proposal (RFP) number ----- dated ----- the receipt of which is hereby acknowledged, we, the undersigned, offer “Design, Engineering, Supply, Installation, Testing and Commissioning of Air-conditioning, UPS and iPDU” in full conformity with the said RFP, for a total project cost of Rs (Rupees only). The above amount is in accordance with the Price Schedules herewith made part of this bid as per the Commercial bid template.

We undertake that we shall carry out audit activities in conformity with the bidding documents (and as amended from time to time) for a total cost as provided in the Commercial bid if the contract is awarded to us.

We declare that we have studied RFP and are making this proposal with a stipulation that you shall award us Contracts, either in part or whole, “**Expansion & Revamping of MEPC Infrastructure of Tripura State Data Centres**” (meaning as realized in RFP) including all other services specified in the Contract Documents.

We have read the provisions of RFP and confirm that these are acceptable to us. All necessary clarifications, if any, have been sought for by us and duly clarified in writing, by NIXI-CSC. We understand that any other ambiguous clauses in the RFP, if any, are subject to interpretation NIXI-CSC.

We further declare that additional conditions, variations, deviations if any, found in the proposal other than those listed in Attachment pertaining to any rebates offered, shall not be given effect to. We undertake, if our bid is accepted, to commence the work on the project immediately upon your Notification of Award to us, and to achieve Completion within the time stated in the Bidding Documents. If our bid is accepted, we undertake to execute all contractual documents and provide all securities & guarantees as required in the bid document (and as amended from time to time). We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act”.

We agree to abide by this bid, consisting of this letter, the tender fee, EMD, Technical bid and Commercial bid, for a period of bid validity from the date fixed for submission of bids as stipulated in the RFP, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal order is placed and final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.

(Signature of the Bidder)

Printed Name

Designation
Seal
Date:
Business Address:
Witness:
Address:

ANNEXURE 10

Bank Guarantee

5% of total quoted amount in tender as performance bank guarantee, which will be renewed after one year during AMC. Below is the format of bank guarantee: -

We _____ bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely or a demand from ' _____ ' (name of entity for whom bank guarantee is given) stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by '(name of entity for whom bank guarantee is given) by reason of any breach by the said tenderer(s) of any of the terms or conditions contained in the said tender or by reason of the said tenderer's failure to keep the tender open. any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding
__ (Rs. _____ only).

We _____ bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer and/ or till all the dues of (name of Entity for whom Bank Guarantee is given) under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of (name of Entity for whom Bank Guarantee is given) certified that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the _____ to include 3 months claim over and above the period mentioned in the paragraph for the validity of the bank guarantee in the tender we shall be discharged from all liability under this guarantee thereafter.

We _____ bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of _____ (name of Entity for whom Bank Guarantee is given) in writing.

Dated _____ day of _____ 2022. Corporate Seal for Bank

ANNEXURE 11

IMPLEMENTATION SCHEDULE (AT THE TIME OF BID SUBMISSION)

Work Description	Time of Delivery
Site inspection	
Initiation of procurement of the identified components as part of the BOM	
Civil work initiation	
Civil work completion	
Delivery of electrical components	
Electrical work initiation	
Installation of electrical components	
Electrical work completion	
Final Finishing of the work (civil, electrical, plumbing and any other work etc. defined into the RFP)	
DC build completion and going live (approval from the client)	
Acceptance testing	
Facility Management Service	
Others	

For.....

Designation:

(Signature and seal of authorized person)