



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

Tender Document for Supply, Installation, and  
Commissioning of Additional NON-ICT Equipment at  
Tripura State Data Centre - 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 60 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 15,00,000/-** which should be deposited and bank guarantee of 5% of the least awarded tender value in INR both EMD should be submitted as RTGS, online to the bank account mentioned below as well as the Bank Guarantee should be submitted as FDR/online. The bank Guarantee should be valid for till the completion of the project days from the last date of submission of bids

Within fifteen (15) working days from the date of issuance of PO the successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) of 5% of the contract value to the NIXI-CSC. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Section 8 via FDR/Online, for the due performance and fulfilment of the contract by the bidder.

**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. ( as mentioned above)

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 **“Tender Document for Supply, Installation and Commissioning of Additional NON-ICT Equipment at Tripura State Data Centre - Agartala”**.

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 **“Tender Document for Supply, Installation and Commissioning of Additional NON-ICT Equipment at Tripura State Data Centre - Agartala”**. Issuer and Address for Bid Submission & Correspondence.

### CEO-MD, NIXI-CSC DATA SERVICES LTD

9th Floor, B-Wing, Statesman House Barakhamba Road,  
Connaught place Delhi  
New Delhi DL 110001 IN

E-Mail: [pdns@NIXI.in](mailto:pdns@NIXI.in).

## KEY EVENTS & DATES

Table I – Key Events & Dates

S. No	Information	Details
1.	RFP release date	19 <sup>th</sup> Dec 2022
2.	Last date for submission of written queries for clarifications	22 <sup>nd</sup> Dec 2022
3.	Date of pre-bid conference (DIT office, IT Bhavan Indiranagar, ITI Road	N/A

	Agartala 3 <sup>rd</sup> Dec 2022– 11 AM), Local contact Person Mr. Salil Das-08800661850	
4.	Release of response to clarifications	26 <sup>th</sup> Dec 2022
5.	Bid validity period	60 days from the last date (deadline) for submission of proposals
6.	Last date (deadline) for submission of bids-by mail (pdns@nixi.in) * ** Financial bid must be password protected	28 <sup>th</sup> Dec 2022 (11 am)
7.	Opening of technical bids	28 <sup>th</sup> Dec 2022 (11 am) *Only qualified bidders will be informed for Financial bid opening process
8.	Place, time, and date of opening of financial proposals received in response to the RFP notice	Online and Offline Venue: NIXI-CSC Data Services Centre Conference Room 9th Floor, B-Wing, Statesman House Barakhamba Road, Connaught place Delhi, New Delhi DL 110001 IN Contact No.: Phone: +91-11-48202000 Date & Time: To be disclosed later (zoom link will be shared with the remotely present technically qualified bidders)

\*The bidder should submit two separate files for Technical bid as well as financial bid. Hard copy of all documents, duly stamped by competent authority of the bidder must also be received at NIXI Delhi office, address given below within 1 week of the last date of submission of the soft copy of the bid via email.

\*\* For Financial bid, the password must not be shared in any form by bidder to any NIXI-CSC official or any other personnel outside the organization, as the financial bid will be opened in front of the qualified bidders in technical evaluation at the time of financial bid opening and the respective bidders will provide their own password to NIXI-CSC officials at the time of bid opening only.

## 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 **“Tender Document for Supply, Installation and Commissioning of Additional NON-ICT Equipment at Tripura State Data Centre - Agartala”** (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/ Quires/ 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. The amendment will be notified on NIXI-CSC portal <http://NIXI.in/notice/> 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.

#### INSTRUCTIONS FOR TENDER PROCESS

a) Bids must be submitted in two parts (Technical and Financial). Every part of bid should be in separate envelope and should be sealed.

b) Bidder should submit their compliance against each column in technical bid.

c) Each column of financial bid should be filled up.

d) Technical compliance should be supported with relevant documents.

e) Bids should be completed in all respects, must be submitted on or before the last date specified in the schedule of events.

f) NIXI-CSC may, at its own discretion, extend the last date for submission of tenders.

g) All the bids (technical and financial) must be valid for a period of 180 days from the last date of submission of the tender for execution of contract.

h) In exceptional circumstances, prior to expiry of the original time limit, NIXI-CSC may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 180 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids.

i) No Bid shall be modified, substituted, or withdrawn by the bidder after the due date.

j) Any alteration/ modification in the bid or additional information supplied subsequent to the bid's due date, unless the same has been expressly sought for by the authority, shall not be considered.

k) The bid submitted shall become invalid if: -

- The bidder is found ineligible.
- The bidder does not provide all the documents as stipulated in the bid document.

l) The bidder shall refer the Annexure 4 onwards to refer for more details and shall comply/adhere to those documents at the time of bid submission.

#### TERMS AND CONDITIONS

a) Selected bidder must submit the performance bank guarantee (PBG) as per format defined in **Annexures** within stipulated days of after the receipt of notification of award of the Contract from the Purchaser

b) Selected bidders sign the agreement within Stipulated days (as shown above) from the date of receipt of PBG.

c) All equipment must be compatible with Indian electrical standards.

d) NIXI-CSC, without assigning any reason can reject any tender(s), in which any prescribed condition(s) is/ are found incomplete in any respect and at any processing stage.

e) The decision of NIXI-CSC arrived during the various stages of the evaluation of the bids will be final & binding on all bidders.

f) Extra printed/ written conditions mentioned in the tender bids submitted by bidders will not be binding on NIXI-CSC.

g) Upon verification, evaluation/ assessment, if in case any information furnished by the bidder is found to be factually false/ incorrect (not supported by the documents), their total bid shall be summarily rejected.

h) NIXI-CSC will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to this tender.

- i) All bidders agree with NIXI-CSC for honouring all aspects of fair-trade practices in executing the work orders placed by NIXI-CSC.
- j) In the event of an empanelled company or the concerned division of the company being taken over/ bought over by another company, all the obligations and execution responsibilities under the agreement with NIXI-CSC, should be passed on for compliance by the new company in the negotiation for their transfer.
- k) If the name of the product is changed for describing substantially the same in a renamed form; then all techno-fiscal benefits agreed with respect to the original product, shall be passed on to NIXI-CSC and the obligations with NIXI-CSC taken by the bidder with respect to the product with the old name shall be passed on along with the product so renamed.
- l) In the case, bidder is found in breach of any condition(s) of tender or work order, at any stage during the course of service, appropriate legal action as per rules/ laws, may be initiated against the bidder and BG shall be forfeited, besides debarring, and blacklisting the bidder concerned for at least three years, for further dealings with NIXI-CSC.
- m) Bidder must provide valid OEM authorization certificates for all the products quoted as well as certify that the proposed product is not declared end of sale. If the product is declared end of sale during contract period. Bidders should upgrade the equipment with same specification or higher with no cost to the purchaser.
- n) The bidder must quote the products/ software's strictly as per the tendered specifications/ requirements. Complete technical details along with make, model number, complete specifications along with the quotation must be provided.
- o) Any additional components, sub-components, assemblies, sub-assemblies, cables, electrical cables, connectors, sockets, required civil infrastructure that would be required to meet the desired installation requirements must be provisioned by the bidder at no additional cost to the purchaser and without any project delays.
- p) The bidder must also highlight the support capabilities in India and the escalation matrix.
- q) Purchaser will not be responsible for any dispute related to IPR; the entire onus for resolution will lie with the respective bidder/ OEM(s). For any customizations done by purchaser project team, the IPR remains with purchaser.
- r) Purchaser reserves the right to procure the number of licenses as deemed appropriate for the software components. Purchaser reserve right to reduce or increase the required quantity.
- s) Bidder must ensure that the unit price of components should include packing, forwarding, freight, insurance, installation, commissioning, warranty, or any other charges for supply at anywhere in India.
- t) The bidder must follow change management procedures and security policies as suggested by purchaser time to time.

u) The bidder must co-ordinate with the other System Integrator (SI), if any, for ensuring continuity of operations. The bidder must also support the OEM in diagnosing the problems related to their systems.

v) In case any product provided by the bidder, does not meet the performance parameters mentioned by the bidder in the proposal, then the additional/ replaced appliance/ software must be immediately installed at the bidder's expense.

w) The bidder must note that the Purchaser will provide the Sign-off for delivery, installation and commissioning after successful deployment and testing of the procured components.

x) The bidder must ensure that no equipment's is declared as end of life/Sale while bidding and for next 5 years of product supply.

#### PERMITS, TAXES AND OTHER DUTIES

The bidder shall obtain necessary road permits and pay all necessary local taxes and duties in delivering the equipment. NIXI-CSC will not be responsible for the same.

#### SUBCONTRACT

The Bidder may appoint a subcontractor for the execution of a certain parts of the work under this contract. The subcontracting details and documents supporting the same would be required as a part of Technical Bid. **The Bidder should ensure that there is only one level of subcontracting for the entire duration of the contract.**

The bidder should ensure that there is no discontinuity in services by the Agency or the subcontractor (due to change in sub-contractors) during the period of contract.

Prior to executing any contract or entering into any Contract or understanding with a delegate/ sub-contractor, the bidder will ensure that each delegate/ sub-contractor appointed by the bidder. executes a Deed of Adherence and a Performance Undertaking. A copy of the detailed agreement with prices blanked should be submitted to the Purchaser before submission of the first invoice.

The bidder should ensure that the delegate/ subcontractor appointed is competent, professional and possess the requisite qualifications and experience appropriate to the tasks they will perform under this contract. The bidder will also ensure that the delegate/ subcontractor appointed is certified in carrying out the designated work and is a registered organization.

Any change in the sub-contractor(s) after the arrangement is firmed up, will be made by Contractor only with the prior written information to the Purchaser.

The Bidder will be responsible and would ensure the proper commissioning and performance of the site's services or tasks, hence, the bidder will be held responsible for any non- performance or breach by delegate/ sub-contractor. The bidder indemnifies and would keep purchaser indemnified against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such delegate/ sub-contractor. The bidder would be responsible for making all payments to the delegate/ sub-contractor, in respect of any work performed or task executed, and the purchaser would not be responsible for any part or full payment which is due to such delegate/ sub-contractor.

**Nothing in this Contract or any delegation/ subcontract agreement here under should relieve the bidder from its liabilities or obligations under this Contract to provide the Services in accordance with this Contract.**

Where the purchaser deems necessary, it would have the right to require replacement of any delegate/ sub-contractor with another delegate/ sub-contractor and the bidder will in such case terminate forthwith all agreements/ contracts other arrangements with such delegate/ sub-contractor and find of the suitable replacement for such delegate/ sub-contractor to the satisfaction of the Purchaser at no additional charge.

A notice will be issued 15 days in advance before removing a sub-contractor, any impact due to non-presence of person will invoke a penalty.

#### 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).

NIXI-CSC will only accept queries from direct bidder, queries from any sub-contractor, partner, OEM can raise their query via their respective bidders/SI. No direct Query from sub-contractor, partner, OEM will be accepted by NiXi-CsC and will be considered invalid and hence shall be rejected immediately.

#### 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. See Annexures for more details regarding these documents

## 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 and services after tender finalization and AMC of basic infrastructure equipment after warranty expiry as per the details below:

- a) Providing Capacity building, Training, AMC for 1 year and Warranty Certificates.
- b) Maintenance and operations of the multi-layer Physical Security for the products, devices, systems, equipment's, that shall be delivered over the period of time.

## SERVICE LEVEL AGREEMENT

### PURPOSE OF THIS AGREEMENT

The purpose of this Service Level Agreement (here in after referred to as SLA) is to clearly define the levels of service, which shall be provided by the SI to NIXI-CSC for the duration of this contract.

The benefits of this SLA are to:

- a) Trigger a process that applies NIXI-CSC and the SI management attention to some aspect of performance when that aspect drops below an agreed upon threshold, or target makes explicit the expectations that NIXI-CSC has for performance Helps NIXI-CSC control the level and performance of SI services.
- b) The SI and NIXI-CSC shall maintain a monthly contracts to monitor the performance of the services being provided by the SI and the effectiveness of this SLA. This Service Level Agreement is between the SI and NIXI-CSC.

## DESCRIPTION OF SERVICES PROVIDED

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

- Supply, installation, commissioning, Providing Capacity Building, Training, KT, AMC for 1 year and Warranty Certificates.

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The SI shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels.

## SLA CHANGE MANAGEMENT PROCEDURE

### General SLA Procedure

It is acknowledged that this SLA may change as NIXI-CSC's functional requirement evolve over the course of the contract period. This document also defines the following management procedures:

- a) A process for negotiating changes to the SLA.
- b) An issue management process for documenting and resolving difficult issues.
- c) NIXI-CSC and SI management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.
- d) Any changes to the levels of service provided during the term of this Agreement will be requested,

Documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this SLA and, subsequently, the Contract.

If there is any confusion or conflict between this document and the Tender (and its addenda), the Tender will supersede. SLA Change Process The parties may amend this SLA by mutual agreement in accordance with terms of this contract. Changes can be proposed by either party. The SI can initiate an SLA review with the NIXI-CSC. Normally, the forum for negotiating SLA changes will be NIXI-CSC's monthly meetings. Unresolved issues will be addressed using the issue management process.

- e) The SI shall maintain and distribute current copies of the SLA document as directed by NIXI-CSC. Additional copies of the current SLA will be made available at all times to authorized parties.

## PENALTIES

Delivery Delay: 0.1% per Week for the Delivery based payment

Installation Delay: 0.1% per Week for the installation-based payment

Commissioning and integration Delay: 0.1% per Week for the Commissioning and integration-based payment

Providing Capacity building, AMC, and Warranty Certificates for 1 Year completion Delay: 0.1% per Week for the Providing Capacity building, AMC, and Warranty Certificates for 1 Year completion-based payment

Management Escalation Procedures & Contact Map The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure would mean that NIXI-CSC and SI management are communicating at the appropriate levels.

### 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

### 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.	<p>(a) The Bidder / its Parent Company shall be an established company registered under the Companies Act, 1956 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.</p> <p>(b) The company must be registered with appropriate authorities for all applicable statutory duties/taxes.</p> <p>(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.</p>	<p>(a) Valid documentary proof of:</p> <ul style="list-style-type: none"> <li>● Certificate of incorporation</li> <li>● Certificate of Commencement</li> <li>● Certificate consequent to change of name, if applicable</li> </ul> <p>(b) Valid documentary proof of:</p> <ul style="list-style-type: none"> <li>● GST Registration number</li> <li>● Income Tax registration/PAN number</li> <li>● Income Tax returns for the financial years 2018-19, 2019-20 and 2020-21.</li> <li>● (c) Valid documentary proof of:</li> <li>● Local presence/ Declaration regarding the establishment of local presence within the desired time.</li> </ul>	
4.	The Bidder / its Parent Company 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 / its Parent Company during the last three years ending 31.03.2022 should be at least Rs. 8 Crores.	Audited balance sheet for the financial year 2018-19, 2019-20, 2020-21, and 2021-22	
6.	*Bidder / its Parent Company should have successfully completed implementation of similar projects in Data Centres in India, during the last five years ending on 31 March 2022. i. Three completed projects costing not less than Rs. 2 Crores each or	<ol style="list-style-type: none"> <li>1. Work orders confirming year and area of activity.</li> <li>2. Completion certificate from the customer.</li> <li>3. No work order for supply of one of the packages will qualify for eligibility.</li> </ol>	

	<p>ii. Two completed projects costing not less than Rs. 3 Crores each or</p> <p>iii. One completed project costing not less than Rs. 5 Crores</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>		
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	Declaration on the company letter head by the signing authority	
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.	The bidder / its Parent Company should have successfully executed build of at least 2 Data Centers comprising of 1000 Sq. ft. or more area. Out of these two Data Centers, The bidder should have successfully built and is	<ul style="list-style-type: none"> <li>• Copy of Client Certification for successful completion and commissioning</li> <li>• For IDC bidder certificate from client mentioning area of Data Centre occupied.</li> </ul>	•

	<p>maintaining &amp; managing one Data Centre having more than 1000 sq. ft. D.G Set etc. and all the allied works for more than two years</p> <p><b>Note:</b></p> <p>a. Bidder 's in house Data Centers shall not be considered.</p> <p>Bidders who have built their own Internet Data Centre (DC) for commercial use will be considered.</p>	PO & Installation report.	
12.	<p>The OEM offered product quoted by the bidder should be installed in any one of the Data Centre environments in India (but not limited to):</p> <ul style="list-style-type: none"> <li>• Generators</li> <li>• UPS and Batteries</li> <li>• Video Wall</li> <li>• Workstation</li> </ul>	A document in this regard from the client is to be submitted.	

**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.
- d) Please refer to Annexures for Declarations asked above.

## GENERAL INFORMATION ABOUT THE BIDDER

<b>Details of the Bidder (Company)</b>				
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)

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 be done as mentioned below. Bid will evaluate the total cost of equipment and AMC for 1 year (renewable for the next 4 years at the same cost). The total costs will include the cost of hardware/software/ AMC / Installation with applicable taxes. 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 confirmations 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 conditions mentioned in 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.
- The SI should add the minimum projects to qualify into the Pre-Qualification but more and more similar projects to be submitted to get maximum marks into the Technical Qualification Criteria.



## 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	60
2.	Past Experience/Projects Bidder/ its Parent Company 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 20 crore as per the defined criteria of the projects into PQ (pre-Qualification criteria defined in stage 1: pre-qualification section 6)	45	
	ii. Total Value of projects more than as 10 crore and less than 20 crores as per the defined criteria of the projects into PQ (pre-Qualification criteria defined in stage 1: pre-qualification section 6)	40	

	iii. Total Value of projects less than 10 crores as per the defined criteria of the projects into PQ (pre-Qualification criteria defined in stage 1: pre-qualification section 6)	35	
3.	Proposed Solution, Approach, Methodology	15	
4.	Technical presentation and Demo	10	
5.	Providing Capacity building, Training Methodology.	15	10
	<b>Total</b>	<b>100</b>	<b>70</b>

- 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 7 & Annexure A 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 were 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 were 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 10% 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 he 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 Data Services Limited (hereby called/referred as "Issuer") invites competitive sealed technical and commercial proposal from eligible, reputed, qualified organizations with sound technical and financial capabilities for Integration, Revamping, Supplying, Installation, Implementation, and Commissioning of Data Centre/Server Farm at TSDC Agartala, Tripura having previous experience in designing and successfully handling, similar type of projects for Data Centers /Companies /Institutes /Government /PSUs etc.

The Issuer proposes to facelift the existing Data Centre/ Server Farm so as to develop a 5000sq. ft (approx.) data center facility considering the growth requirement for next 7 years with the latest State-of-Art technology and design. This development should comply with latest Data Centre standards to provide High availability and connectivity of the hosted services at TSDC, resilient to outages, safety, and security. The successful bidder shall appropriately estimate and design a total solution for the Data Centre/ Server Farm, including but not limited to rack placement design with cooling solution (such as) Cold Aisle Containment (CAC), HVACs, In Row Cooling (IRC), passive Non-IT solution, and integration of these components/equipment with BMS/DCIM and existing MEPC infrastructure. The successful bidder shall refer this document to meet the expected requirements and further plan out an optimal solution. The bidder should also consider and propose the buyback of existing infrastructure (if any) that shall be replaced/modified/upgraded.

## 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 Supply, Install, Execute, Commission. The SI shall also be responsible for providing annual maintenance (AMC) for 7 years which is commenced after Go-Live, but not limited to the following:

- Supply, Installation and Commissioning of Additional NON-ICT Equipment at Tripura State Data Centre – Agartala. The scope of this RFP is Supply, Installation, Testing & Commissioning. (along with one year AMC) Whereas in the tender document for "Non-IT Infrastructure for Tripura State Data Centre at Agartala" the scope is integration and Maintenance.
- The Systems Integrator (SI)/Bidder must prepare schedule after understanding the bid, the requirement of the client and then start work accordingly.
- 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 necessary 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.
- Specification and make/model approval shall be sought by the bidder for all components proposed for the site before actual deployment of such items.
- Supply, Installation, and Commissioning of equipment/components/materials to be taken care by the Systems Integrator (SI). The Successful Bidder shall install, 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.
- Tender Committees who are expert on Non-ICT infrastructure will be formed by NiXi-CsC and they will give acceptance on the (but not limited to) bidders work deliverables, etc.

## SPECIFICATIONS

### DG: DIESEL GENERATOR

#### OBJECTIVE

The objective is procurement of two new 500Kva Diesel Generators sets (DGs). The new Diesel Generators sets requires coupling and syncing with the existing two old Diesel Generators sets to produce a total of 560Kw power load for fulfilling the desired power load of ~511Kw. The Old DGs and New DGs need to be coupled and synced together to provide the preferred

power capacity of 700Kva (500Kva + 200Kva). The synced DGs sets are to be configured and used in in N+N configuration. Due to space constraint, the placement/stacking/fabrication of the DGs (old+ new) to be done in such a way that if in future the old DGs need to be removed and upgraded with higher capacity DGs can be achieved with minimum hinderance.

## DIESEL GENERATOR (DG) SET WITH ACOUSTIC ENCLOSURE

### SCOPE

The design, implementation, installation, testing, commissioning, and performance of equipment and all its components that has been covered in this Specification shall comply / confirm to all currently applicable Standards. The Power Generation set shall be a fully integrated power generation system, providing optimum performance, reliability, and versatility for stationary standby, "continuous power" duty applications. The generator set shall have CE / uptime certification. All products shall be designed to meet latest standards. The supply and installation of 500Kva/400Kw and making Alternator suitable for continuous operation rated at 1500 rpm, 415V, 0.8 PF, 3 Phase, 50 Hz Continuous Power (Data Centre Continuous – DCC) rated Diesel Generator in SPDP enclosure, self- excited & self- regulated, Brush less, floor mounted with Ball or Bearings on end shields. The alternator efficiency should be as per IS 4722 & IEC 34-1 standards & will be suitable for tropical condition. This specification covers the requirements for manufacture, supply, loading, packing, Transportation, unloading, installation, testing, and commissioning of a DG Set, for generating electric power by suitably adopting Energy conservation Measures. Scope also includes all required clearance and approval from local authorities. In-case of Raw power failure the DGs are expected to start within one minute. The automatically switching to DG power in case of raw power failure to be managed by the ATS/ switchgear panels.

## SPECIFICATIONS

### ENGINE:

The diesel engine shall be of robust type with suitable BHP, cylinders, totally enclosed, continuous duty, direct fuel injection, turbo charged compression ignition, complete with its self-contained lubricating system. Engine and alternator shall be mounted on MS base frame structure. The base frame shall be treated for rust formation and shall be painted with one coat of primer and two coats of heat resistant paint. The base frame shall be fixed over anti-vibration mounts with proper spacing such that the static and dynamic load of DG is uniformly distributed to the foundation. The Genset rating proposed should be Data Centre Continuous Rating meeting uptime requirement of a Tier III and Tier IV Data Centre. The Proposed DG set should be capable to run for unlimited hours of operation at its full capacity for Data Centre application whilst supplying a constant electrical load when operated for an unlimited number of hours per year under the agreed operating conditions.

### ENGINE COOLING:

The engine shall be liquid-cooled through radiator. The Blower fan and cooling liquid circulation pump shall be engine driven. Supply and Installation of all items associated with engine cooling system shall be in the scope of Bidder.

Major components of the Engine shall be as below:

- Fly wheel with starter ring
- Electronic Governor
- V belt driven liquid circulation pump
- Lube oil cooler
- Oil bath/Dry type air cleaner
- Residential Exhaust silencer
- Fuel lift pump
- Belt tensioning unit
- Fuel filter & lube oil filter
- 12/24V electric starting system with starter and battery/batteries
- Electrical start arrangement
- Hour Meter
- Engine control panel consisting of ON/OFF/ START Key, lube oil pressure gauge,
- Ammeter, liquid/water temp indicators.
- Belt guard & coupling
- Radiator with expansion tank.
- Battery
- Engine driven battery charges
- Base frame for Mounting Engine and alternator
- Earthing/Grounding.
- Other accessories as per OEM recommendation.

#### FUEL SYSTEM:

The engine shall be capable of running and delivering rated load on high-speed diesel normally available in India. The injection of fuel should be through injection mechanism as per OEM design for getting output of 400kWe @ 0.8PF electrical output. The Vendor should declare the fuel consumption of the Diesel Generator at 100% and 75% loads.

#### DAY TANK:

A fuel day tank shall be provided on a suitably fabricated steel platform. The tank shall be fabricated out of 2mm thick MS Sheet, complete with level indicator, marked in litres, filling inlet with removable screen, an outlet, a drain plug, an air vent, and necessary piping. The fuel tank shall be painted with oil resistant paint. The Day tank shall be provided with the following features:

1. Diesel filling lid with pad lock and key arrangement
2. Drainpipe with ball valve
3. Silica gel breather (or as recommended by OEM)

4. Level gauge for level indication
5. Fuel level sensor with wiring and terminal arrangement.

**ALTERNATOR:**

415V, 0.8pf alternator shall be Self-ventilated, Screen protected & drip proof, Salient pole, Brushless & Revolving field type, Self-excited & Self-regulating type. The main and exciter winding shall be Class H insulated. The exciter shall be capable of forcing the field for 3 seconds in the event of short circuit fault at generator terminal. The rectifier shall have in built protection for over voltage. All other parameters shall be as specified in the data sheet and conforming to codes and standards specified in the data sheet or relevant standards. Alternator shall be capable of handling Data Centre loads safely without any change in performance, due to the heavy harmonics induced along with excess neutral currents. Cable adpoter box of suitable size shall be provided for offered DG.

**AUTOMATIC VOLTAGE REGULATOR:**

The automatic voltage regulator (AVR) shall be digital type AVR to provide fast response with respect to change in load, it should provide digital governing with digital isochronous synchronization.

**INTEGRATED CONTROLLER:**

The Genset controller should be an integrated microprocessor-based generator set controller providing monitoring, metering, and control system. The control provides an operator interface to the Genset, digital voltage regulation, digital governing, and generator set protective functions. The integration of all the functions into a single control system provides enhanced reliability and performance compared to conventional control systems.

**CONTROL:**

1. Run/ Off / Auto switch
2. Emergency stop
3. Manual Run / Stop Control switch
4. Idle / Run mode control

**ENGINE METERING:**

1. Starting Battery Voltage
2. Lube Oil Pressure
3. Engine Coolant Temperature
4. Coolant Pressure
5. Engine Rpm.
6. Operating Hours.
7. Number of Starts.
8. ELECTRICAL METERING
9. Current
10. Voltage
11. Frequency
12. KW

13. Power Factor (PF)
14. KVA
15. PROTECTION / WARNING ENGINE
16. Over Speed Shutdown
17. Low Lube Oil Pressure Warning /Shutdown
18. High Coolant Temperature Warning / Shutdown
19. Low Coolant Temperature Warning
20. Low Coolant Level Warning. / Shut Down
21. Low and High Battery Voltage Warning
22. Weak Battery Warning
23. Over Crank Shutdown
24. Fail to Crank Shutdown
25. ALTERNATOR
26. Over Current
27. High Voltage
28. Low Voltage
29. Under / Over Frequency
30. Reverse Power (KVA & KVAR)
31. Phase Sequence
32. SPECIAL FEATURE
33. Digital AVR
34. Amp Sentry Protection
35. Sensor Failure Indication
36. Programmable Idle Speed Control
37. Digital Synchronizing Function
38. Sync Check
39. Synchronoscope
40. Auto Load Sharing
41. Compatibility to Remote Monitoring.
42. Smart Starting

#### GENERAL DESIGN CONSIDERATION:

The purpose of designing all electrical equipment, following ambient conditions shall be taken into consideration.

Avg. Ambient temperature: 26-degree C.

#### ENGINE EXHAUST SYSTEM:

Exhaust system should create minimum backpressure. The exhaust backpressure should be within acceptable limit. However, it should be within the limits suggested by engine manufacturers to suit performance of the engine. Use of thimble is must while passing the pipe through concrete wall. The clearance around the pipe and wall is must for free movement and expansion/contraction of piping.

Exhaust piping should be lagged LRB rock wool of proper density along with aluminium sheet cladding to avoid heat dissipation. The thickness of lagging should not be less than 50mm. Exhaust piping shall be suitably supported and padded to avoid damage to thermal insulation. Aluminium cladding should be with aluminium sheet or with minimum 24 SWG thickness. Exhaust flexible shall have its free length when it is installed. The exhaust outlet should be in the direction of prevailing winds & should not allow exhaust gases to enter air inlet/windows etc. There should be a rain trap to avoid rainwater entry. If rain cap is used the aperture between exhaust pipe & rain cap should be higher than diameter of pipe. It is also recommended that horizontal run of exhaust piping should have slope downwards away from engine towards the condensate trap. Silencer should be installed with drain plug at bottom. Silencer should be provided in the engine exhaust pipe. The design and location of the silencer shall meet the requirement of backpressure. The flue gases from silencer shall be taken out to atmosphere through metallic, thermally insulated, and cladded chimneys. These chimneys shall be made from M S class 'B' piping system conforming to IS 3589. Required flexible bellows, bends, expansion joints, load support etc. shall be provided as required. The exhaust chimney shall be insulated with minimum 100 mm thick thermal insulated glass wool/mineral wool up to silencer. The insulation should be held in position using wire chicken mesh. 24-gauge aluminium cladding sheet should be wrapped over exhaust pipe starting from engine up to the chimney top.

#### STARTER SYSTEM:

Starting battery sets of 12/24 V, heavy-duty high performance approved make/quality shall be provided to enable crank & start the engine even in cold/winter morning conditions. Type/voltage/AH capacity of the same shall be indicated in the offer. The battery shall be capable of performing at least (3) three normal starts without recharging. Batteries shall be Maintenance Free Type. The battery shall be provided with 2 nos. cables, min 1.5 m long heavy-duty rubber/PVC insulated cabling with brazed tinned lug at one end and with brazed tinned brass terminal lug at battery end - for connecting batteries to cranking system - with 0.25 m long inter battery connecting cable. The lugs shall be clearly stamped + or - and positive cable should be red sleeved for easy identification. The batteries shall be supplied fully charged and ready to use.

#### SUBMITTALS:

The following documents, drawings etc. shall be provided:

- Operation and maintenance manual for Engine, Alternator.
- Technical document of Engine/Alternator
- Detailed part list for all components
- Schematic diagram of engine control panel with accessories like AVR on details etc.
- Single line diagram for the entire system – control and power
- Detailed specification sheet for all auxiliary components giving material
- Specifications, make / model, capacity, rating etc.
- Foundation details.
- Recommended Spare parts list for One-year normal operation

- Routine Service charts
- GA drawings & layout of offered products.

#### PERFORMANCE REQUIREMENT:

The D.G. set shall operate up to 100% of load, without undue vibration and noise. The unit shall be capable of delivering rated output at 0.8 PF. at the generator terminals (after rerating of the engine due to site conditions). Warranty against manufacturing failure of 5 Major components comprising of Crank Shaft, Cam Shaft, Cylinder Head, Cylinder Block and Connecting Rod for 5 Years or 5000 Hrs whichever is early. The product shall have best in class fuel efficiency. Vendor shall submit their guaranteed fuel consumption figures at 100% load & 75% load for op-ex evaluation. All major performance components of DG sets like engine, alternator, engine components, Controller, Radiator, Battery etc shall preferably be from the same principle manufacturer in order to have single window warranty & service support.

#### TESTING:

The following tests shall be carried out at the Bidders works for the assembled DG Set in Presence of Consultants / Clients. Test on Assembled unit at Manufacturer's work:

The Bidder shall carryout successfully on load test run in all completely assembled DG Sets for one hour at 100% load at DG manufacturers works prior to dispatch in presence of client's / owner's representatives.

The Test Certificates to be submitted to the Consultant for pre-dispatch acceptance. The bidder shall submit the routine test certificates along with delivery of DG set. Bidder shall submit two sets of as built drawings, operation and maintenance Manual, Spare parts manuals of all components duly certified by the consultants after Installation. Tests on Control Panel Insulation resistance test, Functional and operation test to be done before dispatch from panel works. The Test Certificates to be submitted to the Consultant for pre-dispatch acceptance. Testing at site Erection, testing, commissioning, and performance & guarantee tests/procedure at site.

#### INSTALLATION OF DG SET:

Bidder shall carry out the entire work of erection, testing and commissioning of equipment supplied under this package and performance and guarantee tests to be conducted at the site and included under the scope of this specification. For this purpose, the bidder shall depute suitable qualified technical supervisor to site on advance intimation to the Owner along with all special testing equipment required for testing and performance and guarantee tests. The supervisor(s) shall be responsible for the installation, testing, commissioning checks and performance & guarantee tests mentioned in relevant clauses of this volume and the checks recommended by the bidder. The bidder shall provide all tools, equipment has, and instruments required for installation, testing, and commissioning. (Load & diesel shall be provided by purchaser and later reimbursed).

The bidder shall be required to carry out any fabrication/stacking/placement of the DGs as deemed fit for aligning them in an optimal way to fit in the available space provided at the location.

The bidder shall ensure that the equipment's supplied by him are installed in a neat workman like manner such that they are levelled, properly aligned, and well oriented. The tolerances shall be established in Bidders drawings and/or as stipulated by the Owner. The bidder should supply all special tools, tackles, and spares required for erection, testing, and commissioning



of equipment. Erection, testing and commissioning manuals and procedures should be supplied with the equipment.

The bidder shall ensure that the drawings, instruction, and recommendations are correctly followed while handling, setting, testing, and commissioning the equipment.

#### COUPLING & SYNCHRONIZATION OF DG SET:

The bidder shall ensure that the desired power load is delivered by testing the coupled and synchronized DG sets (old + new coupled DG set). To achieve desired performance sync panels, need to commission with the existing DGs and the newly procured DGs.

#### AMC OF DG SETS:

The Bidder shall provide 7 years AMC to the new DGs and will also provide AMC for the exiting DGs (and for the entire coupled solution) that will cater the desired power load.

#### EXTRA PROCUREMENT REQUIRED:

The bidder shall either upgrade and or augment and or rearrange the existing LT, HT, ATS Panels for the desired upgraded load or Procure new LT, HT panels to cater the desired load for the same. The procurement shall also include (but not limited to) the tools, accessories, cables, MCBs, etc. shall also fall under the scope of the Bidder.

## UPS AND BATTERIES

### OBJECTIVE

The objective is procurement of a highly efficient 40Kva capacity Uninterruptible Power Systems (UPS) for powering the Non-IT components/equipment. The batteries which will be deployed/installed for the UPS (new or existing) for giving backup power to the data centre for protecting the IT and Non-IT components/equipment installed in the data centre from an immediate failure/blackout.

## UPS AND BATTERIES FOR NON-IT COMPONENTS/EQUIPMENT

### SCOPE

The supply, installation, testing, and commissioning of true online, double conversion, highly efficient, and having high-power factor ( $PF \geq 0.9$ ) Uninterruptible Power Systems (UPS) 40 kVA/36kW. The Bidder will also cater the supply, installation, testing, and commissioning of battery backup support with SMF/VRLA batteries for 15 Minutes backup for providing the 36Kw power load (at 0.9 power factor) for fulfilling the desired power load of ~32.667Kw. The backup batteries should be supplied with the necessary arrangements for mounting separate battery rack / cabinet [including battery circuit breaker, battery Rack, interconnecting cables from battery to battery and from UPS to Battery Bank and all other materials as required and initial charging]. The battery backup support will be in modular mode/ hot swappable for easy replacement (without putting the UPS in bypass operation mode). The warranty on SMF batteries will be for 3-5 years from date of virtual completion of the work.

The bidder shall either upgrade and or augment and or reuse the existing UPS and batteries for the desired upgraded load or for some other in the TSDC or Procure new UPS and batteries to cater the desired load for the same. The procurement shall also include (but not limited to) the tools, accessories, cables, MCBs, etc. shall also fall under the scope of the Bidder

## SPECIFICATIONS

### UPS SYSTEM - TECHNICAL SPECIFICATIONS:

- GENERAL
  - Efficiency: >98% High-efficiency mode & >94% Double-conversion mode.
  - Overload: 150% for 1 minute, 125% for 10 minutes & >150% for 150ms
  - UPS bypass: Automatic on overload or UPS failure
  - Parallel technology: Hot Sync® Technology
  - Cabinet rating: IP20 with standard washable dust filters
  
- COMMUNICATIONS & COMMUNICATIONS ACCESSORIES
  - Display: Graphical LCD with blue backlight
  - LEDs: (4) LEDs for notice and alarm
  - Audible alarms: Yes
  - Communication ports: (1) RS-232, (1) USB, (1) EPO
  - Communication slots: (2) Mini-slot communication bays
  - Network-MS: Web/SNMP Card
  - Modbus-MS: Web/SNMP and Modbus Card
  - Relay-MS: Relay (Dry Contact) Card -DB9 Connection
  - Industrial Relay: Relay (Dry Contact) Card -Terminal Connection
  - 116750224-001: Environmental Monitor Probe (EMP) kit (need to plug into Web/SNMP Card or Web/SNMP and Modbus Card to work)
  
- POWER & ELECTRICAL RATINGS
  - Ratings: 40kVA/36kW
  - Topology: Double-conversion online UPS
  - Operating frequency: 50/60 Hz (40 to 72 Hz)
  - Input power factor: >0.99 typical
  - Input current distortion: ≤5% THD.
  - Nominal input voltage: 400/230V, 4 wire (380/415V selectable).
  - Input voltage range: -15%, +20% from nominal (400V) at 100% load without depleting battery.
  - Nominal output voltage: 400/230V, 4 wire (380/415V selectable)
  - Output voltage regulation: ±1% Static; <5% dynamic at 100% resistive load change, <20ms response time.
  - Earthing principle (if required): [TN-S] [TN-C] [TT] or [IT].
  
- WORKING ENVIRONMENT & CERTIFICATIONS
  - Operating temperature: 0°C to +40°C, Batteries recommended max. +25°C
  - Storage temperature: -25°C to +55°C without batteries & +15°C to +25°C with batteries
  - Relative humidity: 5-95%, non-condensing

- Audible noise: 40kVA ≤62 dB(A) at 1m typical
- Altitude: <1000m at +40°C
- EMI standards: EN55022/EN55024
- EMC compliance: IEC 62040-2
- Quality: ISO 9001: 2000 and ISO 14001:1996

#### MODES OF OPERATION:

- *Normal*: The UPS system shall continuously work in Double Conversion method, which is when the rectifier shall convert input AC supply to DC and also providing battery charging current to Batteries and then Inverter Section shall convert the DC to AC output supply and feed to the critical load.
- *Battery*: Upon failure of the utility AC power source, the critical load shall be supplied by the inverter, which, without any interruption, shall obtain its power from the battery.
- *Recharge*: Upon restoration of the utility AC power source (prior to complete battery discharge), the PFC rectifier shall power the inverter and simultaneously recharge the battery.
- *Static bypass*: The static bypass switch shall be used to transfer the load to the bypass without interruption to the critical power load. This shall be accomplished by turning the inverter off. Automatic re-transfer or forward transfer of the load shall be accomplished by turning the inverter on.
- *Maintenance bypass*: In maintenance bypass the load is supplied with unconditioned power from the manual maintenance bypass input switch provided in a separate enclosure with each UPS.
- *Static Bypass operation with Power Factor Improvement & Harmonic Mitigation*: UPS shall be capable to mitigate Harmonics (THDI) to < 5% and Power Factor Improvement to 0.99 at full load while UPS is operating in Static Bypass. The UPS vendor may supply active harmonic filter in UPS bypass path if this is not a standard feature available in the UPS. The overall Efficiency of UPS & active filter shall be ≥ 98% from 50% loading to 100% loading condition in bypass operation.

#### MECHANICAL:

- The UPS shall be housed in a freestanding cabinet with/without caster (depending as per purchasers' requirement)
- Dust filter & Rodent Mesh shall be provided with the UPS Frame.
- Top & Bottom Cable Entry shall be provided with the UPS.
- The cabling section shall be large enough to accept Copper and Aluminium cables as well. In case Aluminium Cable termination is not possible, vendor to provide separate cubicle/box with input & output bus bars to terminate aluminium/copper cable with each UPS module.
- The UPS shall be provided with minimum IP20 ingress protection.

- Forced Air Cooling: Redundant cooling fans shall be provided in each sub-module of the UPS so that one fan failure in each sub-module of the UPS does not result into degraded operation of the UPS.
- Coloured Touch Screen at the front displaying data shall be provided.
- Built In / External Energy Meter shall be provided to display kWh consumption at input & output.
- Conformal Coating: Critical components like PCBs in UPS shall be conformal coated for protection against dust and other environmental conditions.

#### BATTERY BACKUP:

- The UPS battery shall be sized for 15 minutes backup. So adequate battery with
- Type of Battery: SMF/VRLA Battery
- Each battery cabinet/rack shall feature a DC rated circuit breaker for control and protection against
  - Over / Under Voltage
  - Over / Low temperature
  - Over Current
  - Short Circuit
- The circuit breaker within the battery cabinet shall only provide protection to the battery string within that battery cabinet/rack.

#### AMC OF UPS and SMF BATTERIES:

The Bidder shall provide 7 years AMC of the new UPS and batteries that shall be procured for catering the desired Non-IT power load.

#### BATTERIES AND AMC FOR EXISTING UPS: IT LOAD/COMPONENTS/EQUIPMENT

##### REPLACING SMF BATTERIES:

The two existing 200Kva capacity UPS working in N+N configuration (400Kva Total) are catering the IT infrastructure which shall require replacement of their existing SMF batteries. The existing two UPS comprises of 136 batteries (68 batteries/UPS). The Bidder shall analyse, check, and will need to be replace those existing batteries with new SMF/VRLA batteries if deemed necessary. The existing battery is a SMF/VRLA battery having a specification of 12V 200Ah.

#### AMC OF UPS and SMF BATTERIES:

The Bidder shall provide AMC of the existing UPS and new batteries that shall be procured for catering the desired IT power load.

#### VIDEO WALL AND CONTROLLER

##### OBJECTIVE

The objective is procurement of video walls (panels) for providing data management solution, data visualization solution, solution for network operations and solution for security

operations in a Data Centre. The primary objective of video walls is to highlight critical information on the screen for operators, which is essential to understand the types of data that could be important for both standard operations and emergency situations. A controller can help in setup of the display panels to form a single large screen or a variation of multiple screens in different layouts (what you want to see, how you want to see.)

## SCOPE

The supply, installation, testing, and commissioning of high-quality 55" display panels together in a fixed configuration display layout (e.g., 2x2/ 3x2 /2x4 etc.). The large monitoring screen attained after combining the display panels with the help of controller (a switch matrix) in different configuration and orientation shall cater in displaying the critical information of the Data Centre.

## SPECIFICATION

### VIDEO WALL - TECHNICAL SPECIFICATIONS:

#### a. PANEL

- Diagonal Size: 55"
- Type: IPS
- Resolution: 1920\*1080 (Full HD)
- Pixel Pitch(mm): 0.63mm(H)\*0.63mm(V)
- Active Display Area(mm): 1209.6 \* 680.4 mm
- Brightness (Typ.): Max 500 nit
- Contrast Ratio: 1200:1

#### b. DISPLAY

- Dynamic C/R: 45,000:1
- H-Scanning Frequency: 62.7kHz ~ 72.3kHz
- V-Scanning Frequency: 57Hz ~ 63Hz
- Maximum Pixel Frequency: 82MHz

#### c. CONNECTIVITY

- For Input
  - RGB: DVI-D, Display Port 1.2
  - Video: HDMI 2.0 (2)
  - HDCP: HDCP 2.2
  - Audio: Stereo mini-Jack
  - USB: Only F/W upgrade
- For Output
  - RGB: DP1.2(Loop-out)
  - Audio: Stereo mini-Jack
- External Control: RS232C (in/out), RJ45
- External Sensor: Detachable type (IR)

#### d. POWER

- Type: Internal
- Power Supply: AC 100 - 240 V, 50/60 Hz
- Power Consumption
  - Max[W/h]: 220
  - Typical[W/h]: 136
  - BTU(Max): 825
  - Sleep mode: less than 0.5W
  - Off mode: less than 0.5W

#### e. MECHANICAL SPECIFICATION

- Dimension (mm)
  - Set: 1213.5 x 684.3 x 73.1
  - Package: 1398 x 844 x 257
- Weight (kg)
  - Set: 21.2kg
  - Package: 28.8kg
  - VESA Mount (mm): 600 \* 400 (mm)
  - Bezel Width (mm): 2.3mm(U/L), 1.2mm(R/B)

#### f. OPERATION

- Operating Temperature: 0 °C ~ 40 °C
- Humidity: 10 % ~ 80 %

#### g. FEATURE

- Key Features: Ultra Narrow Bezel
- Orientation : landscape/portrait
- Remote Control: N/A
- Special Features: ACM Support (Advanced Colour Management), Auto Source Switching & Recovery, Haze 28%, Temperature Sensor, RS232C/RJ45 MDC, Plug and Play (DDC2B), Video Wall(15x15(OSD)), Video Wall Daisy Chain(10x10), Pivot Display, Image Rotation, Button Lock, DP 1.2 Digital Daisy Chain (Supporting UHD Resolution, HDCP support), Smart F/W update, Clock Battery (168hrs Clock Keeping) IP5X tested, EMC Class A, Centre IR

#### h. CERTIFICATION

- Safety: UL (USA): UL 60950-1 CSA (Canada): CSA C22.2 No. 60950-1 TUV (Germany): EN60950-1 NEMKO (Norway): EN60950-1 KC (Korea): K60950-1 CCC (China): GB4943.1-2011 PSB (Singapore): IEC60950-1 GOST (Russia): IEC60950-1, EN55022 SIQ (Slovenia): IEC60950-1, EN55022 PCBC (Poland): IEC60590-1, EN55022 NOM (Mexico): NOM-019-SCFI-1993 IRAM (Argentina): IEC60950-1 SASO (Saudi Arabia): IEC60950-1
- EMC: FCC (USA) FCC Part 15, Subpart B class B CE (Europe) EN55022, EN55024 VCCI (Japan) VCCI CISPR32:2016 KCC (Korea): KN32, KN35 BSMI (Taiwan): CNS13438

(CISPR22) C-Tick (Australia): AS/NZS CISPR32:2015 CCC(China): GB9254-2008, GB17625.1-2012

- IP Rating: IP5X

i. ACCESSORY

- Included: Quick Setup Guide, Warranty Card, DP cable, stereo to DB9 cable, Power Cord, Remote Controller, Batteries, External IR
- Optional
  - Stand: N/A
  - Mount: WMN-55VD
  - Specialty: N/A

j. MEDIA PLAYER

- Media Player: Signage player box

**VIDEO WALL - AMC:**

The Bidder shall provide AMC/WARRANTY for at least 5 years of the VIDEO WALL solution that shall be procured for monitoring the desired Data Centre load.

**WORKSTATION**

**OBJECTIVE**

The objective is procurement of workstations for managing the network operations, security operations and management operations required for a Data Centre. The visible data/information gathered on the video wall needs to monitor, assess, processed, visualized, and responded accordingly to a variety of threats/conditions. For carrying out these computational functions on the data the workstations are required.

**SCOPE**

The supply, installation, testing, and commissioning of 10 workstation for managing the server room/farm which are controlled/managed/maintained in the NOC room and SOC room in the Data centre.

**SPECIFICATION**

**WORKSTATION - TECHNICAL SPECIFICATIONS:**

- PROCESSOR: 11th Generation Intel® Core™ i5 (Intel® Core™ i5-11500HE Processor (12M Cache, up to 4.50 GHz)
- RAM: 16GB (DDR4 2666 MHz)
- HARDDISK: 1TB [ 1TB Up to 3,500 MB/s PCIe 3.0 NVMe M.2 (2280) Internal Solid-State Drive (SSD)]
- HARDDISK TYPE: SSD/HDD
- DESKTOP CPU TYPE: TOWER CPU
- GRAPHIC: NVIDIA GeForce or AMD Radeon with min 2GB graphics with min resolution 3840x2560 @60Hz.
- I/O ports: Minimum 1xUSB 3.0, 2xUSB 2.0, 1 RJ45, 1 VGA, min. 1 HDMI interface and standard audio ports.

- ETHERNET: Integrated 10/100/1000 Gigabit Ethernet LAN.
- MONITORS: TWO 21" LED monitor mounted on a dual monitor desk stand. FHD 1920 x 1080 Ports: Min 1xHDMI, 1xDP & Energy Star complied.
- DESKTOP ACCESSORIES: MOUSE (wired USB OEM optical), KEYBOARD (USB OEM) ETC.
- OPERATING SYSTEM: Windows 10 Professional (64Bit) / Windows 11(64Bit)
- OTHER SOFTWARES: Commercial Antivirus (5-7 years subscription), Microsoft Office Professional Edition

#### WORKSTATION - AMC:

The Bidder shall provide AMC/WARRANTY for at least 5 years of the workstation solution that shall be procured for managing/monitoring/controlling the Desired Data Centre Solution.

#### MILESTONE

S.no.	Milestone	% Of amount
1)	Supply of All listed Equipment as per BoQ at Customer Site in Agartala	50%
2)	Installation of All listed Equipment as per BoQ at Customer Site in Agartala	20%
3)	Commissioning and Integration support closure and sign off from Data Centre Non-IT infrastructure Team	20%
4)	Providing Capacity building, AMC, and Warranty Certificates for 1 Year post Milestone 3 completion	10%

\*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	Generators	Nos	2	Refer the specs mentioned in the RFP
2	UPS and Batteries	Set	2	Refer the specs mentioned in the RFP
3	Video Wall	Nos	8	Refer the specs mentioned in the RFP
4	Workstations	Nos	10	Refer the specs mentioned in the RFP
5	Miscellaneous	Set	1	



## ANNEXURES

### ANNEXURE 1

#### PRE-QUALIFICATION CRITERIA

Evidence submitted as per Pre-Qualification Criteria will be examined by Pre-Qualification technical 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".

<b>Sr. No.</b>	<b>Pre-Qualification Criteria</b>	<b>Supporting Documents Provided</b>
1		
2		

## ANNEXURE 2

### 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

CEO-MD, NIXI-CSC DATA SERVICES LTD

9th

Floor, B-Wing, Statesman House Barakhamba Road,

Connaught place Delhi

New Delhi DL 110001 IN

E-Mail: [pdns@NIXI.in](mailto:pdns@NIXI.in)

Sir,

**Subject: "Supply and Commissioning of Additional NON-ICT Equipment at Tripura State Data Centre – Agartala"**

": 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. 15,00,000/- through the Bank. This EMD is liable to be forfeited in accordance with the provisions mentioned above.

**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 Bank Guarantee Bond.

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 3

Declaration of Acceptance of Terms & Conditions in the RFP

To

**CEO-MD, NIXI-CSC DATA SERVICES LTD**  
**Floor, B-Wing, Statesman House Barakhamba Road,**  
**Connaught place Delhi**  
**New Delhi DL 110001 IN**  
E-Mail: [pdns@NIXI.in](mailto:pdns@NIXI.in)

9th

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [No. ....] For **“Tender Document for Supply, Installation and Commissioning of Additional NON-ICT Equipment at Tripura State Data Centre - Agartala”** 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 4

Declaration Regarding Clean Track Record

To  
**CEO-MD, NIXI-CSC DATA SERVICES LTD**  
**Floor, B-Wing, Statesman House Barakhamba Road,**  
**Connaught place Delhi**  
**New Delhi DL 110001 IN**  
E-Mail: pdns@nixi.in

9th

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. \_\_\_\_\_] For **“Tender Document for Supply, Installation and Commissioning of Additional NON-ICT Equipment at Tripura State Data Centre - Agartala”** 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 5

Format for Response to Tender: Technical Bid

### Technical Bid Letter

To

CEO-MD , NIXI-CSC DATA SERVICES LTD  
Floor, B-Wing, Statesman House Barakhamba Road,  
Connaught place Delhi  
New Delhi DL 110001 IN  
E-Mail: [pdns@nixi.in](mailto:pdns@nixi.in)

9th

Sir,

Subject For “**Tender Document for Supply, Installation and Commissioning of Additional NON-ICT Equipment at Tripura State Data Centre - Agartala**” 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 ₹15,00,000/- through the portal/bank. 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 60 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 6

OEM Authorisation Letter

To

**CEO-MD, NIXI-CSC DATA SERVICES LTD**  
**9th Floor, B-Wing, Statesman House Barakhamba Road,**  
**Connaught place Delhi**  
**New Delhi DL 110001 IN**  
**E-Mail: [pdns@nixi.in](mailto:pdns@nixi.in)**

**Sub: Product Compliance with the tender specifications**

**Ref: Tender No.:**

This is to certify that the bidder M/s \_\_\_\_\_ (name of bidder) is representing us, M/s \_\_\_\_\_ (name of OEM) for \_\_\_\_\_ (name of product category) for the above referred tender no., for **“Tender Document for Supply, Installation and Commissioning of Additional NON-ICT Equipment at Tripura State Data Centre - Agartala”**.

**Ref:**

WHEREAS <Name of the Original Equipment Manufacturer> who are official producers of <Name of Products intended for this Tender> and having production facilities at <Address of Mfg. Facility> do hereby authorize <Name of the bidder with complete address> (hereinafter, the “Bidder”) to submit a bid of the following Products produced by us, for the Supply and Technical Support Requirements during execution period and after sales, service upto minimum 7 years from the date of completion of work.

When resold by <Name of the bidder>, these products are subject to our applicable standard end user warranty terms of 3 years and AMC for 3 years post warranty period is over We assure you that in the event of <name of the Bidder> not being able to fulfil its obligation as our Service Provider in respect of our standard Warranty Terms we would continue to meet our Warranty Terms as prescribed in the NIXI-CSC terms.

We confirm that the products quoted are on our current product list and are not likely to be discontinued within 7 years from the day of this letter. We assure availability of spares for the products for the next Seven years.

We also confirm that any bidder who offer our products without our authorization as above, NIXI-CSC at its discretion may decide to disqualify the bidder and we will have no objection in this regard. Further, in such case we confirm that such bidder will not be authorized to bid for our products in any of the RFP call by NIXI-CSC in future.

We confirm that the technical compliance submitted by <Name of the bidder> has been duly endorsed by us with stamp and signature.

**(Signature of the Bidder)**

**Printed Name**

**Designation**

**Seal**

**Date:**

**Business Address:**

**(Note: This letter of authority must be on the letterhead of the Manufacturer and duly signed by an authorized person not below capacity of General Manager/Business unit head or Equivalent)**

## ANNEXURE 7

Format for Response to Tender: Commercial Bid  
**Commercial Bid Letter**

To  
**CEO-MD , NIXI-CSC DATA SERVICES LTD**  
**9th Floor, B-Wing, Statesman House Barakhamba Road,**  
**Connaught place Delhi**  
**New Delhi DL 110001 IN**  
**E-Mail: [pdns@nixi.in](mailto:pdns@nixi.in)**

**Subject: For “Tender Document for Supply, Installation and Commissioning of Additional NON-ICT Equipment at Tripura State Data Centre - Agartala”**

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, “**Tender Document for Supply, Installation and Commissioning of Additional NON-ICT Equipment at Tripura State Data Centre - Agartala**” (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 8

### 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 9

**IMPLEMENTATION SCHEDULE (AT THE TIME OF BID SUBMISSION)**

<b>Work Description</b>	<b>Time of Delivery</b>
Site inspection	
Initiation of procurement of the identified components as part of the BOQ	
Supply of BOQ items at the customer site	
Civil work completion	
Installation of DG, UPS, and battery components etc.	
Electrical work including DG set & UPS	
Commissioning work completion	
DC, UPS, Video WALL integration support for going live	
Acceptance testing	
Knowledge transfer and training	
Others	

For.....

Designation:

(Signature and seal of authorized person)

## ANNEXURE 10

**All the bidders need to submit the compliance mentioned in this Annexure as part of their response to the bid.**

**[F.No. 6/18/2019-PPD Ministry of Finance Department of expenditure Public Procurement Division](#)**

## ANNEXURE A

<b>FINANCIAL BID</b>												
<b>Sl. No.</b>	<b>Item Description</b>	<b>Item Code / Make</b>	<b>Basic Rate (Quoted Currency in INR)</b>	<b>Quantity</b>	<b>Units</b>	<b>HSN/ SAC Code</b>	<b>Total Rate with Quantities (Quoted Currency in INR)</b>	<b>G S T %</b>	<b>Total GST Amount</b>	<b>All other Taxes Amount</b>	<b>Final Amount = Basic Rate + GST+Labor Cess+any other Govt Taxes as applicable (Figures to be entered by the bidder)</b>	<b>Final AMOUNT in Words</b>
1												
2												
3												
4												
<b>Total in Figures</b>												
<b>Quoted Rate in Figures</b>												
<b>Quoted Rate in Words</b>												