

No. 10(07)/2017-NICSI

**NATIONAL INFORMATICS CENTRE SERVICES INC.
(NICSI)**

(A Government of India Enterprise under NIC)
Ministry of Electronics & Information Technology
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Tender No. NICSI/Basic Infra –NKN/2017/04

OPEN TENDER

For

**UPGRADATION, OPERATIONS AND MAINTENANCE OF BASIC
INFRASTRUCTURE AT NATIONAL KNOWLEDGE NETWORK
(NKN), 3RD FLOOR, BLOCK III, DELHI IT PARK, SHASTRI
PARK, DELHI-110053.**

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Tender No. NICS/Basic Infra –NKN/2017/04**OPEN TENDER FOR UPGRADATION, OPERATIONS AND MAINTENANCE OF BASIC INFRASTRUCTURE AT NATIONAL KNOWLEDGE NETWORK, 3RD FLOOR, BLOCK III, DELHI IT PARK, SHASTRI PARK, DELHI****1. INTRODUCTION**

NIC provides network backbone and e-Governance support to Central Government, State Governments, UT Administrations, Districts and other Government bodies. It offers a wide range of ICT services including Nationwide Communication Network for decentralized planning, improvement in Government services and wider transparency of National and Local Governments.

NKN is a state-of-the-art Pan-India network conceptualized in the year 2008-09 with an aim to connect 1500+ Research & Development, Academic, Health and Agricultural institutes, it is a revolutionary step towards creating a knowledge society without boundaries. It will provide unprecedented benefits to the knowledge community and mankind at large. Using NKN, all vibrant institutions with vision and passion will be able to transcend space and time limitations in accessing information and knowledge and derive the associated benefits for themselves and for the society. It will facilitate the development of India's information infrastructure, stimulate research, and create next generation applications and services.

NIC has built a NKN National Operation Centre (NOC) which includes the Basic Infrastructure and Information & Communication Technologies (ICT) Infrastructure covering an area of approximately 20,000sqft of raised on 3rd floor of Block III building located at Delhi IT Park, Shastri Park, Delhi.

NIC/NICS has planned to select a suitable Agency to undertake work for NKN NOC-

- (I) One time upgrade/replacement of obsolete or damaged equipment and
- (II) Operations and maintenance services for Three years duration, extendable for two more years on the basis of mutual consent.

Sealed tenders in the prescribed form is invited from reputed registered firms involved in Operation and Maintenance of Basic Infrastructure of Data Centers and having experience in the field of Operation and Maintenance of Data Centers in India to undertake aforesaid work.

1.1 AVAILABILITY OF TENDER

On-line bidding will be through NICS E-Procurement System. The tender document is available at NICS e-procurement site <https://etenders.gov.in/eprocure/app> and <http://www.nics.com/tenders>. Prospective bidders desirous of participating in this tender may view and download the tender document free of cost from above mentioned website. However, bidders need to submit the tender fee of **Rs.500/- (Rupees Five Hundred only)** through demand draft / pay order from a schedule commercial bank drawn in favor of 'National Informatics Centre Services Incorporated' payable at New Delhi at the time of bid submission.

IMPORTANT DATES

Date of Tender Publication	24.08.2017 The tender document is available at NICSI e-procurement site https://etenders.gov.in/e procure/app and http://www.nicsi.com/tenders
Start of Sale of Tender Document	24.08.2017
Seek Clarification Start Date	25.08.2017
Seek Clarification End Date	30.08.2017
Pre-bid Meeting	01.09.2017 at 11:30 Hrs at National Informatics Centre Services Inc. (NICSI), Hall No. 2 & 3, 6th Floor, 15 NBCC Tower, 15 Bhikaji Cama Place, New Delhi
Bid submission Start Date	08.09.2017 at 10.00AM onwards
Bid submission End Date	27.09.2017 upto 15:00 Hrs
Opening of Tender Bids (EMD, Eligibility & Technical)	28.09.2017 at 15:30 Hrs

1.2 OVERVIEW OF NATIONAL KNOWLEDGE NETWORK - NOC, SHASTRI PARK

NIC has built a NKN National Operation Centre (NOC) which includes the Basic Infrastructure and Information & Communication Technologies (ICT) Infrastructure covering an area of approximately 20,000sqft of raised on 3rd floor of Block III building located at Delhi IT Park, Shastri Park, Delhi. The Agency shall be required to perform upgrade wherever required, maintenance and operation of the NOC for a period of 3 years.

The item wise details of the Basic Infrastructure available at National Knowledge Network, Shastri Park has been described in this section and documented with their make/ model, capacity and quantity in Annexure I for information. The existing physical areas (approx.) of National Knowledge Network, Shastri Park includes-

- a. Network equipment and servers area (Data Centre) - 2050sq.ft.
- b. UPS rooms – 310 sq. ft.
- c. Office area – 17640 sq. ft.

The details of the infrastructure is given below:

1.3.1 HVAC Solutions**Cooling Solution in Network equipment and Server area**

The Network equipment and Server areas is provided 24x7 cooling through a water based Chiller System.

Chilled water flows through chilled water pipelines up to the precision air handling units (PAHUs). The area is cooled using pressurized plenum through the PAHUs.

The agency needs to maintain the HVAC system by using Precision systems and meet the following specifications -

- To maintain the temperature at $20^{\circ}\text{C} \pm 2^{\circ}\text{C}$ for effective functioning of the network equipment and servers area.
- To maintain the humidity at $45\% \text{ RH} \pm 5\%$ to prevent condensation and static build up.
- To provide filtration 95 % down to 5 micron for high-level of dust removal.
- To have high sensible heat ratios of about 95% to 98% so as to match it with the heat load pattern of the Network equipment and servers area.
- To have High CFM to be delivered to the racks so as to quickly remove the high heat generated by the servers.
- To give the network equipment and server area a positive pressure so that the air leaks out and does not come in from cracks.

Comfort Air- Conditioner for Utility area/ Electrical Room

UPS is a heat generating device and is housed in a separate room outside Network equipment and servers area. The environmental controls in this room shall be provisioned by the agency. UPS room to be kept at around $20^{\circ}\text{C} \pm 2^{\circ}\text{C}$ for optimum health of the Batteries. Chilled water CAHUs (w/o precision Temp & humidity control) are provided for this area with N+1 redundancy.

Comfort Air-Conditioner for NOC rooms and Office Area

A normal office air-conditioning duct has been installed in the NOC rooms and Office Area. However the cooled air is being provided by DMRC.

1.3.2 UPS

UPS room has been setup in an area of 4.0 x 7.1 sq. meter. Which is logically segregated into two sections. There is one 550 KVA UPS System for Network equipment and servers area and two 60KVA which is present in (n+1) configuration for providing power supply to NOC and office area. This redundancy has been maintained at all levels from Source of Power to final delivery up to power distribution unit (PDU).

- Uninterrupted Power Supplies (UPS) provides 3 phase/ Neutral AC to the desired load through a 4 wire power system.
- There are 2 sources of power coming to the Network equipment and server area, one source of raw power provided by DMRC and one source of UPS power provided by NIC Network equipment and servers area.
- The UPS are fully redundant with N+N configuration. The back-up time is at least 30 minutes for full load operation during which alternative feed shall provide the input power.
- The Power system does not have any Single Point of Failure (SPOF).
- Battery comes under 'Consumables' category and is purchased and replaced on time-to-time separately. UPS (PW 935 550 KVA) of make EATON and Model/Part no. PW 9395 and its battery bank having 200AH 12V and total quantity of 120. 2 numbers of UPS RIELLO 60 KVA consists of 80 numbers of 100Ah SMF batteries. Moreover, batteries shall be replaced on need basis for all the above mentioned UPSs.

1.3.3 Electrical & Cabling components

- All equipment such as LT Breakers, Cables & its Routes etc. are with N+1 configuration.
- To achieve highest availability of Power, N+1 solution with two independent power paths is provisioned.
- A separate independent feeder for the equipment room is provisioned and not shared with other areas / partitions in the network equipment and server area.
- Power cables are laid separately from the network cables in order to avoid any interference.

1.3.4 Fire Detection, Prevention & Suppression

- In order to minimize damage to the equipment due to fire, the equipment and the furniture used inside network equipment and server area, as far as possible, are made of non-combustible material or at least have minimal fire propagation or smoke generating properties.
- The network equipment and server area is protected from Fire using State-of-the-art Automatic Smoke/ Heat Detection/ Notifier Alarms & Fire Control mechanism using Code of Practices approved by agencies such as Bureau of Indian Standards (BIS). The alarms are monitored on a 24 x 7 basis & logged for providing reports.
- The detector must provide different environmental algorithms that allow the detector to provide superior false alarm immunity without the need for additional alarm verification delays.
- The Fire system deploys High Sensitivity Smoke/ Heat Detectors (HSSD) to allow swift detection of heat and/or smoke. The System consists of a high sensitive smoke detector, aspirator, and filter. It has a display featuring LEDs and Reset/Isolate button. The system could be configured by a PC software or a hand held programmer.
- Fire suppression system uses FM 200 gas as fire suppression agent.
- Additionally, clean agent Portable Extinguishers are placed at strategic stations throughout the network equipment and server area.
- All the Fire detection, prevention and suppression equipment are centrally monitored with a Fire Management system.

1.3.5 Network equipment and server area Surveillance and Security

- The entire area of the network equipment and server area is covered using Closed Circuit Video Surveillance, Recording and Replay facilities
- CCTV cameras have also been installed in the office Area adjoining the network equipment and server area.
- The entry to the network equipment and server area is restricted to authorised personnel through Access Control System (Biometric/Proximity/key pad readers).
- All network equipment and server area doors are equipped with Intruder Alarm System.

1.3.6 Other Miscellaneous Equipment

- The entry of Rodents and other unwanted pets are controlled using non-chemical, non-toxic devices. Ultrasonic pest repellents are provided in the false ceiling to repel the pests without killing them. However, periodic pest control using Chemical spray must be done as a contingency measure to effectively fight the pest menace.

2. TERMS & CONDITIONS AND INSTRUCTION TO BIDDERS

2.1 INSTRUCTIONS

Bidders are advised to study the Bid Document carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of all instructions, eligibility, forms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in every respect will be at the vendor's risk and may result in the rejection of the bid. Incomplete tender is liable to be rejected.

2.2 SCOPE OF WORK

National Knowledge Network, Shastri Park, Delhi is providing 24x7x365 Network Operation Services to various Central Government Ministries/ Various Bhawans and NKN connected institutes for running NOC and has been successfully operating since April 2012 from 3rd Floor, Block III, Delhi IT Park, Shastri Park, Delhi.

- Maintenance and operations of the necessary basic Infrastructure (State of Art Transformers, LT Panels, UPS and HVAC System (6 PAHU & 2 CAHU), Fire Prevention, Detection and Suppression System, Lighting system, Power and Network Cabling, Video wall, WLDS etc.).
- Maintenance and operations of the multi-layer Physical Security infrastructure like bio-metric based access-control system, CCTV/ surveillance systems, etc.
- Threeyears on-site comprehensive maintenance, extendable for two years as per SLA, for all the equipment and their components utilized in setting up the basic infrastructure in the existing network equipment and server areaon mutual consent.
- Onsite support for NOC Basic Infrastructure Operations and maintenance on 24*7*365 basis by qualified personnel for a period of 3 years, extendable for two yearson mutual consent to ensure at least 99.98% uptime availability.

Note: The scope of work is indicative and may not be exhaustive in any manner. The bidder shall be assumed to have accounted for best practices, all services and equipment necessary for the establishment of a network equipment and server area.

The detail of the Basic Infrastructure equipment/assets available in network equipment and server area is mentioned in Annexure- I.

The overall Scope of Work (SoW) for the Agency includes the following.

- Need full replacement of following equipment:

1. Supply, Installation and Commissioning of following items:
 - a. 120 Nos. of 12V/200Ah Batteries for 1 nos. 550 KVA UPSs.
 - b. 80 Nos. of 12V/100Ah Batteries for 2 nos. 60 KVA UPSs.
2. All equipment mentioned in Annexure-I i.e. BMS room infrastructure.
3. Repairs of damaged false ceiling.
4. Repairs & Painting of interior walls/doors of network equipment and server area, Office Area and UPS Room etc.
5. Repairs/ Replacement of Energy Meter/ Multifunction Meter.
6. Replacement of defective MCCBs/MCBs/Industrial Sockets etc. in electrical system.
7. Replacement of faulty PDUs.
8. Replacement of defective UPS Power Module(s).
9. Integration of Energy Meter Data with Management Software.
10. Maintaining gas suppression system (FM 200 Cylinders, distribution). Refilling of gas is under the scope of tenderer, if any fire incident occurs, otherwise agency is responsible for any loss of gas.
11. Repairs/ Replacement of Access Control System.
12. Repairs/Replacement of lighting system.
13. Gaseous elements, toxic gases like Sulphur etc. should be checked and removed from the Network equipment and servers area.

2.2.1 Operations and Maintenance services shall include the following-

- 2.2.1.1 Annual Maintenance Services of all the equipment, which includes –
 - a. Declaration of consumable material list.
 - b. Forecasting the cost of consumables.
 - c. Quarterly Uptime Report.
- 2.2.1.2 Creation of Operational Procedure, which includes –
 - a. Standard Operating Procedures
 - b. Emergency Operating Procedures
 - c. Method of Procedure (MOP)
 - d. Safety Analysis of Method of Procedure(MOP)
 - e. Change Management Procedure
- 2.2.1.3 Annual Preventive Maintenance of Electrical Panels, cable terminations.
- 2.2.1.4 Energy Efficiency Program
- 2.2.1.5 Site Operational KPI Management
- 2.2.1.6 Daily / Weekly / Monthly / Quarterly / Annual reports.
- 2.2.1.7 Annual Audit of site which includes following –
 - a. Thermography of Electrical Panel Switchgear, Bus bars, Electrical Cable Terminations.
 - b. Electrical Board Power Quality
 - c. Environmental audit inside the network equipment and server area.
- 2.2.1.8 Day to day operations of network equipment and server area
 - a. Authorization of Access Control of personal working inside Network and servers equipment room.
 - b. Daily Log sheets.
 - c. CCTV backup creation and storage.

- d. Removal and Re-fixing for false floor tile for any maintenance under floor.
- e. Daily incident review and reporting.
- f. Site Walk Through verification of system functionality.
- 2.2.1.9 Operational Training of staff deployed at site.
- 2.2.1.10 Mock-drill of operational procedures and Emergency Operations Plan (EOP).
- 2.2.1.11 Business continuity planning.
- 2.2.1.12 Visitor Log Book maintenance.
- 2.2.1.13 Reporting of any violation of site works / access permission.

2.2.2 Annual Maintenance Contract shall include the following-

2.2.2.1 Annual Maintenance Services of all the equipment, which includes –

- a. Quarterly Preventive Maintenance.
- b. Half yearly Air Quality Testing in network equipment and server area for clean room environment in network equipment and server area.
- c. Declaration/ calibration certificates of all necessary tools for measurement, monitoring, testing, minor repairing etc. on site.
- d. Break-fix repairs within signed SLA.

2.2.2.2 Products covered under AMC :

- a. HVAC (PAHUs, CAHU etc) Cooling Solutions with all its accessories and Comfort ACs with all its accessories. Exposed corroded condenser pipes be replaced.
- b. UPS including batteries and all its accessories mentioned in Annexure I. All components including capacitors are under maintenance except batteries. Batteries shall be replaced on need basis. However, if any battery fails during the maintenance period, it will be the responsibility of the Agency to replace them immediately.
- c. Electricals and Cabling components as mentioned in Annexure I
- d. Fire Detection, Prevention & Suppression mentioned in Annexure I
- e. network equipment and server area Surveillance and Security mentioned in Annexure I
- f. Other Miscellaneous Equipment mentioned in Annexure I

2.2.2.3 Scope of Preventive Maintenance

- a. UPS
 - i. Frequency: Monthly
 - ii. Checks: Parameters, Alarms, Fan Replacement
 - iii. Any abnormality in functionality
 - iv. Battery Test
 - v. Efficiency Check
 - vi. Input Current Harmonics and Power Factor Test
 - vii. Loading Verification and trending for last 3 months.
 - viii. Input Power Condition trending for last 3 months
- b. HVAC system
 - i. Frequency: Monthly
 - ii. Checks: Parameters, Alarms, Fan Replacement, Filter Replacement
 - iii. Any abnormality in functionality
 - iv. Discharge and Suction Pressure reading verification

- v. Compressor On/Off status.
- vi. Humidifier Functionality Check.
- vii. Drain System Check
- viii. Fresh Water Line check
- ix. Cleaning of condenser
- x. Insulation verification
- xi. Supply and Return Air Temperature Sensor check
- xii. Rack Air Inlet Temperature sensor check
- c. Electrical Panels
 - i. Frequency: Quarterly
 - ii. Energy Meter Data Verification and calibration if required.
 - iii. ON/OFF Indication Check
 - iv. History of any tripping in last quarter.
 - v. Thermography and tightening (once in a year)
 - vi. Calibration of Relays (at least once in a year)
- d. Comfort ACs
 - i. Frequency: Quarterly
 - ii. Checks: Parameters, Fan Replacement, Filter Replacement
 - iii. Stabilizer Check
 - iv. Any abnormality in functionality
 - v. Compressor On/Off status.
 - vi. Drain System Check
 - vii. Filter Cleaning
 - viii. Condenser Cleaning
 - ix. Insulation verification
 - x. Sequence Controller Functionality Check.
- e. Fire Alarm System
 - i. Frequency: Quarterly
 - ii. Checks: Parameters, Battery Backup, any alarm in last quarter.
 - iii. Smoke Detector Functionality Check
 - iv. Response Indicator Functionality Check
 - v. Abort / Release / Manual Call Point Functionality Check.
- f. Access Control System
 - i. Frequency: Quarterly
 - ii. Checks: Parameters, Single Leaf and Double Leaf Door EML
 - iii. Access Control System functionality
 - iv. Entry and Exit analysis of last quarter.
 - v. Check for any unauthorized card entry

2.2.3 Reports under Operating and Maintenance (O&M) shall include the following-

2.2.3.1 Daily Report

Daily walk through Report: Walk through report summary for the equipment functionality, any abnormality identified during last 24 hrs, shift log book extract.

Daily log sheet: A log book should contain the power log, cooling log and summary extract report.

Incident Report: Report of any incident occurred in last 24 Hrs along with it's RCA and plan to avoid such incident in future.

2.2.3.2 Weekly Report

Weekly Review Report: Energy Consumption Report, Diesel Consumption Report, Access Report of any unauthorized report, CCTV Backup Record.

2.2.3.3 Monthly Report

Monthly KPI Report, PUE Report of Network and servers equipment room, Electrical Energy and Diesel Consumption Report, Inventory Verification Report, Change Management Report, Monthly Incident Report, Log book extract summary report, SLA compliance reports.

2.2.3.4 Quarterly Report

Preventive Maintenance Planning and Actual Performance, Summary Report of Break-fix for last quarter, Quarterly KPI Report, Vendor Performance Report, Network equipment and servers area Power and Cooling Performance Report, Summary of Inventory Change Records (server removal and additions), Uptime Report, Network Port Used and Spare Report.

2.2.3.5 Annually Reports

Annual Report for Preventive Maintenance Planned and Actual, Summary of Break-fix for last one year along with it's RCA, plan of avoidance, reporting for repetition of similar incident, Vendor Performance Report, Uptime Report, System Performance Report for individual systems, Energy and Diesel Consumption Report, Annual PUE, next year improvement plan, energy optimization plan, annual consumable report, next year consumable budget, preventive maintenance plan for next year, replacement / upgrade plan for any phased out item.

2.2.4 General support shall include the following

2.2.4.1 General support for logging calls related to Infrastructure services and facilities for network and equipment area such as Power, Air conditioning, related network communication, Cleanliness/ Upkeep, Fire protection, Access control etc which falls under the purview of the Agency shall be provided on a 24x7x365 basis.

The offsite technical support required when the onsite support is not able to resolve / troubleshoot a problem should be stationed in Delhi.

2.3 Timelines

- The selected Agency should take over the Infrastructure equipment/assets within 30 days of award of contract.
- The selected Agency must supply and install the equipment within 2 months from date of work order.

The Agency must ensure the following points:

1. Repairs of damaged walls and false ceiling should be done carefully and with required precautions to avoid any dust to Network equipment and servers area.
2. Method Statement and Procedure for any of work should be prepared along with risk assessment covering Type of Risk, it's Impact and Mitigation Plan. Any work shall be commenced only after prior approval of method statement.

3. Any hot work inside Network equipment and servers area room should be done after prior approval/permission for hot work, deactivating fire alarm system and all the systems should be again resumed back to normal on work completion.
4. Agency has to arrange for all the safety gears such as helmet, safety shoes, fire extinguisher etc. while working on site.
5. Defective Energy Meter and its associated CTs (if required) shall be replaced while keeping in mind that system is live and cannot be shutdown, use Split core CT, if necessary.
6. Pressure Test of Fire Suppression Pipes should be conducted before replacement / top up of FM 200 cylinders. Agency to carry out the activity with proper safety plan.
7. All the backup of data should be taken before replacement / upgrade of hardware such as CCTV, Access Control etc. and restore to original after the completion of upgrade.
8. Augmentation and Upgradation of equipment to be carried out without any disruption in services.

The site can be visited on any working day between 2.00 PM to 4.00 PM before bid submission with prior permission from NICSI tender division.

NICSI shall hold a pre bid meeting with prospective bidder as per schedule mentioned in section **1.1 IMPORTANT DATES** in the NICSI conference hall. Queries received from the bidder regarding bidding conditions, bidding process, item specifications, evaluation criteria etc. in writing, or over email, up till two days prior to the pre bid meeting shall be addressed. The queries can be sent to NICSI through email at tender-nicsi@nic.in or Fax at 011-26105212. Reason for rejecting a tender/bid to a prospective bidder will be disclosed where enquiries are made. Reasons for non-issuing a tender document to a prospective bidder will be disclosed where enquires are made.

3. ELIGIBILITY CRITERIA

3.1 GENERAL ELIGIBILITY

- 3.1.1 The Bidder shall be the single point of contact for NICSI/NIC and shall be solely responsible for scope of work. Contact address and telephone number may be provided.
- 3.1.2 Only those bidders are eligible to submit their bids who have been operating and maintaining the Basic Infrastructure of Data Centers (including components such as LT panels, High capacity UPS systems, BMS system, HVAC system (PAHUs/PACs), managing a data center of minimum 50 Server Racks of an establishment in last three years ending 2016-17, in India (necessary documents in this regard are to be submitted with the technical bid in Envelop - A).
- 3.1.3 The Bidder must be registered with appropriate authorities for all applicable statutory duties/taxes.
 - a. Copy of the Sales Tax/ VAT/GST registration for New Delhi.
 - b. Copies of the Service tax for New Delhi/ Central Service tax registration.
 - c. PAN number
 - d. TIN Number(Enclose attested copy of the above mentioned documents with the technical bid in Envelope - A).

- 3.1.4 The bidder's average annual turnover during last three financial years i.e. 2014-15, 2015-16 and 2016-17 from similar services ending 31st March 2017 at least should be Rs. 5 Crores (Rupees five Crores) , 50% of estimated cost of the tender which is approx. Rs. 10 Crores (Rupees Ten Crores) for three years. Copy of Audited balance sheet for the said year must be submitted as a supportive document showing the desired turnover or a certificate from Chartered Accountant/ statutory audit certifying the turnover from similar services for said year must also be submitted. The Bidder must submit the audited balance sheet within the current financial year.
- 3.1.5 The bidder must have executed work orders for operation & maintenance and AMC of basic infrastructure of Data Centers in India during last 5 (five) years ending on 31st March 2017 as follows :
- a. One work order of 80% of per year value i.e. for Rupees four (4) Crores.
OR
 - b. Two work orders of 50% of per year value each i.e. for Rupees two and a half (2.5) Crores each.
OR
 - c. Three work orders of 40% of per year value each i.e. For Rupees two (2) Crores each.

3.2 GENERAL QUALIFYING TERMS & CONDITIONS

- 3.2.1 The bidder should deploy for the job skilled staff as per compliance of minimum wages act of Delhi Government.
- 3.2.2 Bidder's staff shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the NICSI/NIC property/person. Bidder will be solely liable in any manner whatsoever for any indiscipline, theft, loss or damage to any person or persons at the premises.
- 3.2.3 The bidder shall treat the contents of the bid documents as private and confidential.
- 3.2.4 Each page of the tender document should be signed and stamped by bidder, otherwise bid shall be rejected.
- 3.2.5 The persons deployed for this job must be trained and reliable employees of the approved bidder for all purposes and NICSI/NIC will have no liability regarding any matter concerning to their salaries, other payments, welfare, uniform etc. Hence, the staff of the bidder will have no right to claim on NICSI/NIC in any respect of employment/compensation etc.
- 3.2.6 Rates of all items should be quoted; otherwise the bid shall be rejected.
- 3.2.7 Persons deployed by the Agency maybe frisked / checked by the security personnel at NKN, Shastri Park, Delhi, both while entering and leaving the premises.
- 3.2.8 The empaneled vendor should not assign or sublet the empanelment or any part of it to any other agency. The penalty for non-compliance shall be revoking the empanelment and forfeiture of the Security Deposit. However empaneled vendor can make agreements with respective OEMs or authorized channel partner of OEM/Supplier vendors for backend maintenance support. Certificates of all such agreements will be shared with NICSI/NIC.
- 3.2.9 No counter conditions or deviations from the terms and conditions of Tender Document should be included in the bid submitted by the bidder

Therefore, the bidder is required to sign each page of this tender document.

4 RESPONSIBILITIES AND DUTIES OF AGENCY AND NIC/NICSI

4.1 Responsibilities and Duties of Vendor/ Agency

- 4.1.1 Operation and Maintenance services will be rendered by the agency during 24x7x365.
- 4.1.2 The agency has to depute skilled service engineers. The agency has to ensure availability of the spare parts in stock.
- 4.1.3 All the parts to be replaced by the agency should be of standard ISI quality and substandard parts will not be accepted during the contract period of maintenance agreement
- 4.1.4 Apart from the preventive maintenance visits, any break down calls in between, emanating from the user will also be attended to.
- 4.1.5 The Agency shall follow Change Management Procedures, Security Policies as suggested by NIC/ NICSI.
- 4.1.6 The Agency shall co-ordinate with the selected ICT System Integrator (SI) for ensuring continuity of operations. The Agency should also support the selected SI in diagnosing the problem from the Network equipment and servers area infrastructure end.
- 4.1.7 The Agency shall ensure proper handover/ takeover of documents & other relevant materials in the event of change in personnel.
- 4.1.8 All the internal review documents / reports used to monitor & execute the project should be shared with NIC/ NICSI as & when desired
- 4.1.9 The Agency shall proactively interact with other agencies / third parties / OEMs to ensure that the equipment is upgraded and maintained at a periodic interval. NICSI would only pay the services charges applicable for operations and maintenance of the Network equipment and servers area.
- 4.1.10 The Temperature and Relative Humidity Recorders should be deployed by the Agency for recording events of multiple locations within the Network equipment and servers area. Records of events for about past 7 days shall be recorded and presentable whenever required by NIC/ NICSI. The events should be recorded at a frequency of 10 minutes.
- 4.1.11 The Agency/ agency shall provide the satisfactory installation certificate from the OEM for one time replacement items and warranty assurance certificate from OEM for replaced items as well as existing items for the contractual period as per the tender terms and conditions.

4.2 Responsibilities of NIC/NICSI

- 4.2.1 NIC/NICSI may provide the required hardware, networking for the infrastructure management and software application.
- 4.2.2 NIC/NICSI shall provide approvals & sign-offs to the deliverables within the stipulated time period.

5 SUBMISSION OF BID

- 5.1 Bidders must obtain Class 2 Digital Signature Certificates and register on <https://eproc-nicsi.nic.in>. The documents shall be digitally signed during bid uploading by the systems. Online bids (complete in all respect) must be uploaded on <https://etenders.gov.in/e procure/app> latest by **15:00 hours till 27/09/2017**.
- 5.2 The **online bids** should be submitted as under:
 - 5.2.1 **EN-I**: The **PDF file** and **Bank Draft(s)** towards **EMD and TENDER FEE** in one cover sealed and superscripted "***EMD and Tender Fee – NICSI Tender for Upgradation, Operations and Maintenance of Basic Infrastructure at NKN, Shastrri Park, Delhi.***" along with a letter specifying the Draft details should be submitted physically at NICSI Office Hall No. 2&3, 6th Floor, NBCC Tower, 15, Bhikaji Cama Place, New Delhi -110066 before bid submission end date and time. However the scanned copy of Bank drafts must be uploaded (**PDF format**) electronically on <https://etenders.gov.in/e procure/app>

- 5.2.2 **EN-2:** The PDF file, containing the following information, should be titled as “**Eligibility Criteria - NICS Tender for Upgradation, Operations and Maintenance of Basic Infrastructure at NKN, Shastri Park, Delhi**”
- a. All the documents asked for Eligibility Criteria including bidder profile as per clause 3.1.
 - b. Compliance sheet as per Annexure VI
- 5.2.3 **EN-3:** The PDF file, containing the following information, should be titled as “**Technical Bid - NICS Tender for Upgradation, Operations and Maintenance of Basic Infrastructure at NKN, Shastri Park, Delhi**”
- a. Signed copy of annexure II
 - b. Un priced Bill of Material (BOM) signed by the bidder for one time replacement and BMS infrastructure.
 - c. The bidder should quote only single make and model.
 - d. Latest valid Income Tax Clearance Certificate (ITCC) or receipt issued by I.T. authority in support of Agency having submitted the I.T. Return for the last three years and the PAN number of the firm allotted by the Income Tax authorities should be submitted along with the technical bid.
 - e. Attested copies of Articles of Association (in case of registered firm), Bye laws and certificates for registration (in case of registered co-operative Societies), partnership deed (in case of partnership firm).
 - f. Certificate/testimonials in support of similar services given in the last three years.
 - g. Any other documents which may be relevant to the tender. If a tender is not accompanied by all the documents mentioned above, the same will be rejected outright.
- 5.2.4 **EN-4:** The **Financial Bids** needs to be submitted in **XLS file** titled as “**Financial Bid -** containing Grand Total Value as per Annexure – III and detailed Financial Value as per Annexure IV.
- 5.2.5 The uploaded PDF files not containing the relevant document or not containing the financial bid in explicit/implicit form, shall lead to rejection of the bid.
- 5.3 All the bid documents should be digitally signed by the authorized signatory.
- 5.4 All pages of the bid being submitted must be sequentially numbered.
- 5.5 NICS shall not be responsible for any delay on the part of the bidder in obtaining the Terms and Conditions of the Tender Notice or submission of the online bids.
- 5.6 NICS reserves the right to seek any document, already asked, in physical form from any bidder during eligibility and Technical Evaluation.
- 5.7 NICS reserves the right to seek any other/new document if the need arises at any stage of tender.
- 5.8 **The bids submitted by fax/Email/ manually etc. shall not be considered.** No correspondence will be entertained on this matter.
- 5.9 The rates are to be quoted in strict compliance to the financial bid otherwise the bid is liable to be rejected.
- 5.10 Government Taxes/ Levies etc., if any to be claimed shall be indicated separately in the Price bid, otherwise it will be presumed that rates are inclusive of all taxes and no pleas would be accepted in this regard after opening of the tenders.
- 5.11 The rates are to be quoted by the bidders in Indian Currency and payment shall be made to successful bidder in Indian Currency only.
- 5.12 Conditional tenders shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids.

- 5.13 In case of imported items, it will be the complete responsibility of the bidder to arrange import license for importing these items for the Regulatory Authority as may be required in such a way that delivery schedule is met. However, NICSI will provide supporting document, if required.
- 5.14 Bids not quoted as per the format given by NICSI will be summarily rejected.
- 5.15 At any time prior to the last date for receipt of bids, NICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Vendor, modify the Tender Document by an amendment. The amendment will be notified in writing or by FAX or by E-mail to all prospective Vendors who have received the Tender Document and will be binding on them. In order to afford prospective Vendors reasonable time in which to take the amendment into account in preparing their bids, NICSI may, at its discretion, extend the last date for the receipt of Bids.
- 5.16 No bid may be modified subsequent to the last date for receipt of bids.
- 5.17 No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Vendor in the Bid. Withdrawal of a bid during this interval may result in forfeiture of Vendor's EMD.
- 5.18 The Vendor shall bear all costs associated with the preparation and submission of its bid. NICSI will, in no case, be responsible or liable for those costs, regardless of the outcome of the Tendering process.

6 EARNEST MONEY DEPOSIT (EMD)

- A. Earnest Money Deposit (EMD) of INR 15,00,000 /-(Rupees fifteen lakhs only) applied for the Bidder has to be submitted. The EMD is to be submitted through Demand Draft/ Bank Guarantee with validity of 180 days of any Scheduled /Nationalized Bank (drawn in favor of National Informatics Centre Services Incorporated, New Delhi) **physically before 15:00 Hrs on 27/09/2017.**
- B. However, the firms/suppliers, who are registered for considered services and items with NSIC under Single Point Registration Scheme, shall be considered for exemption from furnishing the EMD by the Competent Authority. In such cases, an attested copy of the Registration Certificate from NSIC must be furnished. Merely registration as a SSI Unit does not qualify the Firm for Otherwise bids will be rejected. In the absence of a valid certificate from the NSIC or proper Bank Draft of EMD amount, such tenders shall be rejected straightway.
- C. The scanned copy of Demand Draft must be uploaded (PDF format) electronically on <https://etenders.gov.in/e procure/app>
- D. In the case of bidders, who are not considered for awarding the operation and maintenance, the EMD will be refunded immediately after the final decision. Earnest Money Deposit (EMD) of the successful bidder will be refunded on receipt of same amount of Security Deposit in the form of a bank guarantee (BG) drawn in the name of National Informatics Centre Services Incorporated, Hall No. 2&3, 6th floor, NBCC Tower, 15 Bhikaji Cama Place, New Delhi – 110 066 valid for 60 months with acceptance of empanelment, within 15 calendar days. No interest will be payable for the EMD.

7 LAST DATE FOR RECEIPT OF BIDS

- 7.1 The tender must be uploaded electronically on <https://etenders.gov.in/e procure/app> and complete in all respect latest by **27/09/2017 till 15:00 Hrs.**
- 7.2 The tender bids will be opened in the presence of representatives of Bidder on **28/09/2017 at 1530Hrs at NICSI, New Delhi.**
- 7.3 Bids must be received by NICSI at the address specified above not later than the time given above. In the event of the specified date for the receipt of Bids being declared a holiday for the

NICS, the Bids will be received up-to the appointed time on the next working day. Any bid received by NICS after the last date for receipt of bids prescribed by NICS, pursuant to above Clause, will be declared late and will not be accepted and /or returned unopened to the bidder.

- 7.4 The sealed covers containing technical bids only will be opened in the first instance in the presence of Agency's representative. In case basic documents are not found in proper order as per the requirements, the bid will be rejected and the Envelope "Financial Bid" shall not be opened. Financial bids of only those Agencies, whose documents are found in order and meet the eligibility criteria, will be opened on a specified date. Only one representative on behalf of each Agency would be allowed to attend the bid opening.

8 BID VALIDITY

All the Bids must be valid for a period of **180** days from the date of tender opening for entering into the agreement. However the rates should be valid for **three** years from the date of empanelment. No request will be considered for price revision during the contract period.

9 TECHNICAL EVALUATION

The technical bids will be evaluated by a duly constituted Technical Evaluation Committee (TEC). EMD and technical bid of the tender will be opened in the first instance. Bids, not satisfying the eligibility criteria will be rejected. The TEC will then evaluate information submitted in Annexure-II as per terms and conditions of the tender and prepare the technical compliance reports. The TEC shall check for technical compliance reports and the shortlisted bidders will be called for presentation on their proposed solution. The following Table enumerates the criterion for the technical evaluation of bids. **Bidders will have to score a minimum total of 70 marks to qualify to the next stage of evaluation, i.e. Financial Evaluation**

S. No	Criteria Description	Marks
1	Company Experience Experience of the bidder in executing work similar with the following criteria: (Minimum 2 projects – 20 marks each)	40
2	Understanding of Requirement & Solutions Proposed	30
3	Design Innovation ,implementation and duration for the maintenance of Proposed System of UPS, PAC, Video wall solution, Batteries replacement etc.	20
4	Presentation for proposed solutions	10
	TOTAL	100

NIC/NICS reserved the right to seek fresh set of documents or seek clarification on the already submitted documents.

10 FINANCIAL EVALUATION OF BIDS:-

A	Selection Criteria for deciding Vendor and lowest unit rate for each item	The lowest quoting vendor (L1) will be determined as mentioned below: First Annexure-III will be opened for all the technically qualified bidders on a specified date. L1, bidder will be decided on the Gross Total Value (GTV) of this Annexure -III.
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		<p>After the L1 vendor is decided on the Gross Total Value (GTV), Annexure-IV Submitted by L1 Vendor will be opened for individual unit rates for all the items of this tender.</p> <p>In case L1 bidder has failed to quote for all the items in Annexure-IV, his bid will be rejected and his EMD will be forfeited and the tender refloated.</p> <p>In the event of any mismatch in the GTV value mentioned at Annexure-III and total of Annexure- IV of the L1 Vendor, the following criteria will be adopted to remove the discrepancy between these two values:</p> <p>When Grand Total Value (GTV) given in Annexure III is greater than the Grand Total Value given in Annexure-IV, the value given in Annexure IV will be taken as the value for Annexure -III.</p> <p>When Grand Total Value given in Annexure-III is less than the Grand Total Value given in Annexure IV, the value given in Annexure III will be taken as the value in Annexure IV and the item wise value for each item in Annexure IV will be reduced on Pro-Rata basis and consequently unit values will be worked out.</p> <p>If L1 bidder fails to accept the individual unit rates rationalized as per the above procedure, his bid will be treated as cancelled and EMD of such defaulting bidder will be forfeited and the tender would be refloated.</p> <p>Thus the L1 vendor and the lowest unit rates (for individual items/services) shall be decided as per the procedure mentioned above.</p>
B	Panel Formation Procedure	There shall be only one vendor on panel.

Quoting incredibly low value of items with a view to subverting the tender process shall be rejected straight away and the EMD of such bidder will be forfeited.

11 AWARD OF CONTRACT

11.1 Contract should be valid for a period of three years. In the larger interest of the company, NICSI/NIC may extend the contract/empanelment/AMC for two more years on the basis of mutual consent.

11.2 The selected agency should give security deposit of **INR 15,00,000 /-(Rupees fifteen lakhs only)** in the form of **Bank Guarantee** from Nationalized bank for the **Validity equal to the** duration of the contract. NICSI/NIC will have the right to invoke the security deposit without assigning any reason if performance of the agency is not found up to the mark.

12 PAYMENT TERMS

12.1 The Payments for one time replacement work would be payable by NICSI as per Table below:

S. No.	Payment Milestone	Percentage of the ordered value	Remarks
1.	On Delivery	70	Payment will be released for the products delivered. Clause no. 2.3 'Timeline'
2	On Installation	20	
3	On acceptance	10	

			will be applicable for processing of payment.
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- 12.2 Penalty at the rate of 0.5% per day of the Purchase Order value shall be applicable on late delivery/ installation, subject to a maximum 10% of Purchase Order value.
- 12.3 For Operations & Maintenance and AMC work Payments shall be made by NICS on quarterly basis on satisfactory completion of work for each quarter.
- 12.4 Payments for O&M and AMC shall be subject to deductions of any amount for which the Agency is liable to pay penalty for not providing satisfactory service as per AMC/SLA. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, and any other taxes.
- 12.5 The agency will submit Pre-receipted bills in triplicate and duly certified by the NICS/NIC officers looking after basic infra of Network equipment and servers area at the end of each quarter.

13 SERVICE AND TECHNICAL ASSISTANCE

- 13.1 The selected Agency shall be the single point of contact for operations and maintenance of basic infrastructure related issues. The Agency will have the responsibility of routine checkup on daily basis and attending to emergency services through respective vendors.
- 13.2 Necessary shut down of the 'facility' if required to be planned well in advance and intimated to the NICS/NIC one week in advance, to facilitate proper execution.
- 13.3 ICT Support Team/NICS/NIC shall register the complaint(s) with the agency's representative for whom a call number will be given to ICT Support Team /NICS/NIC. Register for complaints shall indicate the defaults/repairs required, time and date of call registered, time and date of repairs completed, etc. The register will be maintained by Basic Infrastructure Team/NICS/NIC. The register will be used to calculate down time penalty.

14 INDEMNITY

The Agency shall execute and furnish to the Purchaser, a Deed of Indemnity in favor of the Purchaser in a form and manner acceptable to the Purchaser, indemnifying the Purchaser 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:

- a) any negligence or wrongful act or omission by the Agency or the Agency's Team or any sub-contractor/ third party in connection with or incidental to this Contract; or
- b) Any breach of any of the terms of the Agency's Bid as agreed, the Tender and this Contract by the Agency, the Agency's Team or any sub-contractor/ third party.

The indemnity shall be to the extent of 100% in favor of the Purchaser and would be in conjunction to **clause** 25 of this section.

15 TERMINATION FOR INSOLVENCY

NIC/NICS may at any time terminate the work order / contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

16 FORCE MAJEURE

- 16.1 Force majeure clause shall mean and be limited to the following in the execution of the contract/ work orders placed by NICSI.
- 16.2 War/hostilities.
- 16.3 Riot or Civil commotion.
- 16.4 Earthquake, flood, tempest, lighting or other natural physical disaster.
- 16.5 Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agency's, which prevent or delay the execution of the order by the supplier.
- 16.6 The agency shall advise NICSI in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, NICSI reserve the right to cancel the order without any obligation to compensate the supplier in any manner for what so ever reason.

17 TERMINATION FOR DEFAULT

- 17.1 Default is said to have occurred
- 17.2 If the agency fails to deliver any or all of the services within the time period(s) specified in the Contract / agreement or any extension thereof granted by NICSI.
- 17.3 If the agency fails to perform any other obligation(s) under the contract / Agreement.
- 17.4 NICSI may procure, upon such terms and in such manner, as it deems appropriate, spares / components similar to the undelivered items/products and the defaulting agency shall be liable to compensate NICSI for any extra expenditure involved towards services to complete the scope of work in totality.
- 17.5 The selected agency should submit Bank Guarantee of Nationalized Bank for INR 15,00,000/- (Rupees fifteen lakhs only) for the duration of the contract towards Security Deposit

18 ARBITRATION

NICSI/NIC and the agency shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the purchase order. If any dispute shall arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering on the Reference and the award of the arbitration or umpire, as the case may be, shall be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act, 1940 or later and the rules there under and any statutory modification or reenactment, thereof. The arbitration proceedings shall be held in New Delhi.

19 APPLICABLE LAW

The agency shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

- 19.1 All disputes in this connection shall be settled in Delhi jurisdiction only.

- 19.2 NICSI reserves the right to cancel this tender or modify the requirement at any stage of Tender process cycle without assigning any reasons. NICSI will not be under obligation to give clarifications for doing the aforementioned.
- 19.3 NICSI also reserves the right to modify/relax any of the terms & conditions of the tender by declaring/ publishing such amendments in a manner that all prospective agencies/ parties to be kept informed about it.
- 19.4 NICSI, without assigning any further reason can reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.

20 ADHERENCE TO SAFETY PROCEDURES, RULES, REGULATIONS AND RESTRICTION

- 20.1 Agency shall comply with the provision of all laws including labor laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Agency shall abide by these laws.
- 20.2 Agency shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Purchaser's employee also shall comply with safety procedures/policy.
- 20.3 The Agency shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- 20.4 Agency shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work. The work shall be carried out by the agency during 9AM to 5:30PM on all working days. Special permission may be provided to work on holidays.
- 20.5 Access to the Purchaser's Network equipment and servers area should be strictly restricted in the following manner:
- No access to any person except one explicitly authorized by the purchaser should be allowed entry. Even if granted, access should be restricted to the pertaining equipment of the purchaser only and access to any other equipment must be strictly precluded by necessary means, locks, video surveillance, etc.
 - No access to any person (even if authorized by the Department) should be allowed without being unaccompanied by a security staff at all times during his/her presence in the Network equipment and servers area and subject to recorded video surveillance. Records of such surveillance shall be maintained by the Agency for review by the purchaser as and when required.
 - No access to any employee of the Agency, except the essential staff who has genuine work-related need, should be given. All such access should be logged in a loss-free manner for permanent record with unique biometric identification of the employee to avoid misrepresentations or mistakes.

21 STATUTORY REQUIREMENTS

- 21.1 During the tenure of this Contract nothing shall be done by the Agency in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Purchaser indemnified in this regard.
- 21.2 The Agency and their personnel/representative shall not alter / change / replace any hardware component proprietary to the Purchaser and/or under warranty or AMC of third party without prior consent of the Purchaser.
- 21.3 The Agency and their personnel/representative shall not without consent of the Purchaser install any hardware or software not purchased / owned by the Purchaser.

22 AGENCY'S PERSONNEL

- 22.1 The Agency shall employ and provide such qualified and experienced personnel as are required to perform the Services under the Contract.
- 22.2 All the personnel, also of the agency's partners/sub-contractors shall be deployed only after adequate background verification check. The agency shall submit the background verification check report for the personnel before their deployment on the project. Any deviations, if observed, would lead to removal of the personnel from the project.
- 22.3 The Agency shall ensure that at all times during the validity of the Contract a Project Manager acceptable to the Purchaser shall take charge of the Performance of the Contract

23 INFORMATION SECURITY

- 23.1 The Agency shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the Purchaser, out of Network equipment and servers area premises without prior written permission from the Purchaser.
- 23.2 The Agency shall develop a comprehensive Information Security Policy (ISP) covering all the assets within 10 days from the date of signing of the contract. The agency shall implement the ISP only after approval from NICSI. The ISP shall act as the basis for all security compliance and operations.
- 23.3 Agency acknowledges that Purchaser's business data and other Purchaser proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Purchaser; and Agency agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Agency to protect its own proprietary information. Agency recognizes that the goodwill of Purchaser depends, among other things, upon Agency keeping such proprietary information confidential and that unauthorized disclosure of the same by Agency could damage Purchaser and that by reason of Agency's duties hereunder. Agency may come into possession of such proprietary information, even though Agency does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Agency shall use such information only for the purpose of performing the said services.
- 23.4 Agency shall, upon termination of this agreement for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to Agency by Purchaser, including any copies or reproductions, both hardcopy and electronic.

24 CONFIDENTIALITY

- 24.1 The Agency shall not use Confidential Information (CCTV records, Biometric Records etc), the name or the logo of the Purchaser except for the purposes of providing the Service as specified under this contract;
- 24.2 The Agency may only disclose Confidential Information in the following circumstances:
 - i. with the prior written consent of the Purchaser;
 - ii. to a member of the Agency's Team ("Authorized Person") if:
 - a. the Authorized Person needs the Confidential Information for the performance of obligations under this contract;
 - b. the Authorized Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract
- 24.3 The Agency shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the members of the, subcontractors and other service provider's team members to the satisfaction of the Purchaser.

- 24.4 The Agency shall sign a Non-Disclosure Agreement (NDA) with the Purchaser. The Agency, its antecedents and the sub-contractors shall be bound by the NDA. The Agency will be held responsible for any breach of the NDA by its antecedents, delegates or sub-contractors.
- 24.5 The Agency shall notify the Purchaser promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of the Purchaser.
- 24.6 The Agency shall be liable to fully recompense the Purchaser for any loss of revenue arising from breach of confidentiality. The Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the Agency in relation to a dispute arising out of breach of obligation by the Agency under this clause.

25 LIMITATION OF THE AGENCY'S LIABILITY TOWARDS THE PURCHASER

Except in case of gross negligence or willful misconduct on the part of the Agency or on the part of any person or company acting on behalf of the Agency in carrying out the Services, the Agency, with respect to damage caused by the Agency to Purchaser's property, shall not be liable:

- i. for any indirect or consequential loss or damage; and
- ii. For any direct loss or damage that exceeds (A) the total payments payable under his contract to the Agency hereunder, or (B) the proceeds the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (A) or (B) is higher.

This limitation of liability shall not affect the Agency liability, if any, for damage to Third Parties caused by the Agency or any person or firm/company acting on behalf of the Agency in carrying out the Services.

26 MISCELLANEOUS

- 26.1** Any other terms & condition, mutually agreed to prior to finalization of the work order shall be binding on the agency.
- 26.2** NICS/NIC reserves the right to modify and amend any of the stipulated condition/ criterion of the tender document depending upon project priorities vis-à-vis urgent commitments. NICS/NIC also reserves the right to cancel this tender without assigning any reason thereof.
- 26.3** NICS/NIC will not be responsible for any delay in obtaining the terms and conditions of the tender or submission of the tender document.
- 26.4** The selected agency shall not, without NICS/NIC's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of Information furnished by or on behalf of NICS/NIC in connection therewith, to any person other than a person employed by the agency in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only, so far as may be necessary for purposes of such performance.
- 26.5** The selected agency shall do the back to back AMC of equipment wherever it is applicable and share its copy to NICS/NIC.
- 26.6** If the selected agency is not able to fulfill its obligations under the contract, which includes non-completion of the work, the NICS reserves the right to accomplish the work through another agency. Any costs, damages etc. resulting out of the same shall have to be borne by the selected agency, which can be recovered from his bills or sending a claim.
- 26.7** NICS may by written notice of 3 months sent to the selected Agency, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for NICS's convenience, the extent to which performance of work under the work order and /or the Contract is terminated, and the date upon which such termination becomes effective. NICS reserves the right to elect.

- 26.8** NICS further reserves the right to accept or reject any or all Bids, at any time prior to award of order, without assigning any reasons whatsoever and without thereby incurring any liability to affected bidder or bidders due to such an action being taken by NICS.
- 26.9 The decision of NICS arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any agency to bring pressure of any kind shall disqualify the agency for the present tender and the agency may be liable to be debarred from bidding in NICS tenders in future for a period of Three years.
- 26.10 **In the event of the Agency's Company or the concerned Division** of the company is taken over / ought to over by another company, all the obligations under the agreement with NICS, should be passed on for compliance by the new company / new Division in the negotiation for their transfer.

Annexure-I**Detail of the Basic Infrastructure/ assets at NKN, Shastri Park, Delhi****A. HVAC**

S.NO	Item Description	Make/Model	Capacity	Quantity
1	Precision Air Handling Unit with chilled water pipe lines	Stulz / SEC 900CW	15 TR	6
2	Comfort Air Conditioner's (Office Area) (Ceiling Suspended Units)	Blue star /ZECO (Make), Type: Double skin ceiling suspended unit , Model / Air Qty : ZDCSBD-60/5550 CFM-25 mm wg - Static Pressure	11 TR	2
3	Floor Grilles	Stulz		46
4	CHW Piping, fittings, valves, accessories with and without insulation			1 lot
5	VAV Boxes, ducting, diffuser, dampers, other accessories			1 lot

B. UPS

S. NO	Item Description	Make/Model	Capacity	Quantity
1	550 KVA UPS System	EATON / 9395 - 550	550 KVA	1
2	60 KVA UPS System	RIELLO / GPSER11201XX	60 KVA	2
3	Batteries for UPS 550 KVA	ESC 200	12V 200AH	120
4	Batteries for UPS 60 KVA	SMF 100 (SMF 100AH)	12V 100AH	80
5	UPS 60 KVA output Panel	ABB	160 KVA	2
6	Isolation Transformer for 550 KVA UPS	Schneider	300 KVA, 400 Amp MCCB	2
7	Isolation Transformer for 60 KVA UPS	Sylvan Electronics	75 KVA	2
8	Battery Circuit Breaker (60X2 KVA)	EASY PACT	100 Amp MCCB	2
9	Battery Circuit Breaker (550 KVA)	-	275 KVA MCCB (Each)	3

C. Electrical & Cabling components

S. NO	Item Description	Make/Model	Capacity	Quantity
1	LT Panel - UPS Output Panel (INCOMMING)	ABB	250 Amps	4
2	LT Panel - UPS Output Panel (OUTING)	ABB	100 Amps	16
3	Bus Cupler	ABB	400 Amps	1
4	Spare Panel	Schneider	400 Amps	1
5	BBT Box		100 Amps	12
6	Main Panel (DMRC)	ABB	400 Amps MCCB	2
7	Main Panel (DMRC)	ABB	250 Amps MCCB	2
8	Main Panel (DMRC)	ABB	100 Amps MCCB	3
9	Main Panel (DMRC)	ABB	300 Amps MCCB	1
10	LT Panel - (Floor Lighting)	ABB	100 Amps MCCB	1
11	LT Panel - (Floor Lighting)	Legrand	40 Amps MCB (4 P)	5
12	Main Panel (PAC Unit)	ABB	160 Amps MCCB	1
13	Main Panel (PAC Unit)	Legrand	63 Amps MCB (4 P)	6
14	Main Panel (PAC Unit)	Legrand	40 Amps MCB (4 P)	6
15	Floor Light and power D.B.	ABB & Legrand	10/16/20/32/40 Amps MCB	150
16	RAW CABLING			1 LOT
17	DISTRIBUTION CABLING			1 LOT
18	POWER STRIP MCB SHOCKET			1 LOT
19	RACK MOUNT NORMAL PDU (3 Phase -Panel)			2 LOT
20	RACK MOUNT NORMAL PDU (Single Phase)			100
21	Earthing Cable			1

D. Fire Detection, Prevention & Suppression

SI. NO	Item Description	Make/Model	Quantity
1	Fire Alarm Panel	EST	1
2	Smoke Detector	EST	109
3	Hooter	EST	3
4	FM 200 Cylinder along with one Hooter	Topaz Fire Systems	5
5	FM 200 along with one panel	Ravel	1
6	FM 200 Smoke Detector	UDS	30
7	FM 200 Sprinkler	-	10
8	Fire extinguisher-5 Kg	ABC	7

9	Fire extinguisher-2 Kg	ABC	23
10	Fire extinguisher-6.5 Kg	CO2	2
11	Fire extinguisher-4.5 Kg	CO2	17

E. Surveillance and Security

SI. NO	Item Description	Make/Model	Quantity
1	a. CCTV Camera (Dome Type)	a. Samsung	a. 32
	b. DVR	b. Axiom & RBH	b. 2
2	Access Control panel With 4 SMPS, 1 Finger Scanner (RBH) & 22 Card Reader Device (RBH)	BEL (URC 2000)	4
3	Key Pad Readers	Poinia Data INC	1
4	Biometric Finger Print Reader	RBH	4
5	Electromagnetic Lock	BEL	17
6	Manual Abort Switch	Ravel	1
7	Manual Release Switch	Ravel	1
8	Motion Sensor with one Panel	DSC	2
9	PA System Speakers	Bosch	85
10	DVD FM Player with Remote	Croma	1
11	PA System Pre Amplifier	Bosch	1
12	PA System Amplifier	Bosch	1
13	PA System MIC	Bosch	1
14	PA System Volume Controller	Bosch	38
15	Rodent Repellent Panel	Maser	4
16	Water Leak Detection (WLD) Panel	DSC	1
17	Water Leak Detection (WLD) Sensing Cable	DSC	4 Zones each
18	Water Leak Detection (WLD) Hooter	DSC	1
19	Sprinkler		122

F. Other Miscellaneous Equipment

SI. NO	Item Description	Make/Model	Capacity	Quantity
1	Video Wall with controller	Delta	50" SXGA	6X2 Cubes

ANNEXURE II**Technical Bid**

- a) Name of the Bidder (company):
- b) Incorporated as _____ in year _____ at _____
(State Sole Proprietor, Partnership, Private Limited or Limited Firm)
- c) Whether any Legal/Arbitration/proceedings is instituted the vendor or the vendor has lodged any claim in connection with works carried out by them. If yes, please give details.
- d) Bidder's Address :
Name of the top executive :
Designation :
Telephone Numbers :
Fax Numbers :
E-mail :
Mobile No. :
- e) Established in the year :
- f) Registration with statutory bodies : Enclose attested photocopy of documents
Central Service Tax No. :
Local Service Tax No. :
Income Tax No. (PAN) :
- g) Infrastructure
Manpower *Nos*
Technical
Non-Technical
Operating Staff
Sub-Staff
Total Strength
- h) EMD Details: Amount DD No. Date Bank
- i) Latest Income Tax Clearance Certificate/Return: (Enclose copy)
Year of Assessment PAN No:-
Amount Paid to IT during
2013-2014
2014-2015
2015-2016
- j) Annual turnover in similar services as mentioned in tender document.
2014-2015
2015-2016
2016-2017

k) Details of client (s):-

S.No.	Name and Address of Organization	Name & Designation of Nodal Officer	Telephone & Email Address	Contract Validity

Signature

Name of the Authorized Signatory.....

Seal of Company.....

Dated.....

ANNEXURE III**Financial Bid for Submission of Gross Total Value**

Prices should be quoted in Indian Rupees and indicated both in figures and words. Price in words will prevail, in the event of any mismatch.

Grand Total Value (GTV) (i.e., Total Charge) of One time Replacement, Maintenance and Operations of NKN, Shastri Park, Delhi for three years duration	Rs.
(Rupees _____) in words	

Note: Please ensure that the Grand Total Value (GTV) must match the Total (A+B+C) of Summary of Individual Costs given in Annexure IV.

Signature

Name of the Authorized Signatory.....

Seal of Company.....

Dated.....

ANNEXURE IV**Individual unit rates for one time Replacement, Operations and Maintenance services****Summary of Individual Costs:**

S. No.	Item Description	Cost (Rs.)
A.	One time Replacement	
B.	Maintenance charges for Three years	
C.	Operations/ Manpower Cost	
Grand Total Value (A+B+C)		

A. One time replacement Cost:**(Amount in INR)**

S. No.	Description	Qty (a)	Make / Model	Unit rate(b)	Total with out taxes(a*b)	Tax on delivery @ x% (c)	Cost of Installation (d)	Tax on installation cost @ y% (e)	Total with taxes(a*b)+c+d+e
1.	12V/200Ah Batteries for 1 nos. 550 KVA UPSs. (including buyback of 120 old batteries)	120							
2.	12V/100Ah SMF Batteries type 100-12 for 2 nos. 60 KVA UPSs (including buyback of 80 old batteries)	80							
(A) Total one time replacement Cost									

Note: 1. X% and Y% must be specified as per the prevailing rules of Government of India.**2. All the equipment should be with 3 years warranty from date of installation and commissioning.****B. Maintenance charges for Three years**

S.No.	Description	Qty	Make	AMC Cost (INR)			
				1 st yr	2 nd yr	3 rd yr	Total
1	HVAC Solution for PAHU and CAHU as per Annexure I A	1					
2	UPS including batteries, PDU and Distribution with Breakers as per Annexure I B	1					
3	Electrical & Cabling components as per Annexure I C	1					
4	Fire Detection, Prevention & Suppression as per Annexure I D	1					
5	Surveillance & Security as per Annexure I E	1					
6	Other Miscellaneous Equipment as per Annexure I F	1					
7	Maintenance of civil infrastructure including painting, maintenance of doors and its components, tile cutting, Cold Aisle etc. of NKN SP.	1					

8	Maintenance of Electrical fittings, lightings (including spares, consumables) etc of ups rooms, Network and servers equipment room & office areas. Of NKN SP.	1					
9	Other Miscellaneous Equipment (if required)	1					
						10	Sub Total
						11	Taxes, if any (@..... %)
						(A) Total Maintenance Cost (10+ 11)	

Note: 1. After expiry of Three year of contract, NICSI/NIC reserves the right to award the contract of 4th and 5th year AMC.

The cost of one time replacement items will include the 1st year warranty value. The 1st year AMC value for the rest of the items covered under the tender needs to be quoted.

C. Manpower Cost

S. No	Onsite	Number of Resources (R2)	Man-Month Rate (Rs.)			Total Monthly Cost R3 = a+b+c (Rs.)	Total Cost for Three years (R2*R3*12) (Rs.)
			1 st yr (a)	2 nd yr (b)	3 rd yr (c)		
1	Electrician	2					
2	BMS operator	10					
3	Supervisor	2					
					4	Sub Total	
					5	Taxes, if any (@.....%)	
						(C) Total Manpower Cost (4+ 5)	

NOTE:-**Educational Qualifications:-**

Designation	Qualifications
Electrician	Diploma in Electrical Engineering With minimum two year experience or ITI with minimum 5 year experience in relevant field.
Infrastructure Assistant	Diploma in Electrical/Mechanical/Electronics/RAC with two year exp. /Any Graduate with 4 years exp. in relevant area or similar setup.
Supervisor	B. Tech. in Electrical/Mechanical/Electronics Engineering with 2 years' experience /Diploma with 4 years' experience in relevant field.

After expiry of three year of contract, NICSI/NIC reserves the right to award the contract of 4th and 5th year AMC.

Annexure V**Service Level Agreements (SLA)****• Purpose of this Agreement**

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Agency to NICSI/NIC for the duration of this contract.

The benefits of this SLA are to:

- Trigger a process that applies NICSI/NIC and the Agency management attention to some aspect of performance when that aspect drops below an agreed upon threshold, or target.
- Makes explicit the expectations that NICSI/NIC has for performance.
- Helps NICSI/NIC control the levels and performance of Agency services.

The Agency and NICSI/NIC shall maintain a monthly contact to monitor the performance of the services being provided by the Agency and the effectiveness of this SLA

This Service Level Agreement is between the Agency and NICSI/NIC.

• Definitions

For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

"Availability" shall mean the time for which the services and facilities offered by the Agency are available for conducting operations from the equipment installed in the sites.

- **"Downtime"** is the time the services and facilities are not available to NICS/NIC and excludes the scheduled outages planned in advance for the site.
- **"Helpdesk Support"** shall mean the Agency's 24x7x365 center which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.
- **"Incident"** refers to any event / abnormalities in the functioning of the Equipment / Services that may lead to disruption in normal operations of the services.

• Description of Services Provided

The Agency will provide following services for setting up and Maintenance & Operations of basic Infrastructure for the establishment of Integrated BMS at the proposed site.

- **Three years warranty and on-site maintenance of all the equipment and their components physical security infrastructure**
- **Onsite support for Infrastructure Operations on 24*7*365 basis by qualified engineers/ technicians for a period of three years to ensure the target availability for each site.**

• Service Level Agreements & Targets

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

The services provided by the Agency shall be reviewed by the NICSI/NIC and shall:

Check performance of the Agency against this SLA over the review period and consider any key issues of the past period's performance statistics including major incidents, service trends, etc.

- Discuss escalated problems, new issues and matters still outstanding for resolution.
- Review of statistics related to rectification of outstanding faults and agreed changes.
- Obtain suggestions for changes to improve the service levels.

In case desired, NICSI/NIC may initiate an interim review to check the performance and the obligations of the Agency. The SLA may be reviewed and revised in accordance to the procedures detailed in **Clause**, SLA Change Control. The procedures in this **Clause** will be used if there is a dispute between NICSI/NIC and the Agency on what the performance targets should be.

The SLA has been logically segregated in the following categories:

- Performance Related Service Levels
- Help Desk Support Services for the Facilities
- Compliance & reporting Procedures
- Periodic Facility Audits

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following Table are applicable for the duration of the contract.

Measurements & Targets

The measurements and targets defined are for the services provided by the bidder in the due course of the completion of Scope of Work which include activities like **Appointment of an agency for maintenance and operations of basic infrastructure of NKN Shastri Park, Delhi.**

Implementation Phase related Performance Levels

Measurement	Definition	Target	Penalty
Commencement of Work			
1. Team mobilization and As Is study	The Bidder is expected to mobilize the team, for commencement of work for this project.	For Bidder related services : Within 3-5 calendar days from the date of Work Order	Termination of the Contract
	For the above Bidder related services, commencement of work would mean reporting of Bidder resources and start of work at the designated NIC sites (either at POP, RO or Central location or all proposed sites) wherever required		

	for the project. This would include start on the As Is study, design phase and subsequent deliverables for the completion of the Design phase		
Installation and Commissioning			
1. Installation and Commissioning of system	Delivery, installation, testing of all hardware components / equipment / devices / software applications etc required for the solution and after a comprehensive integration testing to the satisfaction of the Purchaser and conforming to the Service Levels defined		Penalty will be levied after 45 days, 0.2% of the total contract value for every Calendar day of delay subject to maximum of 10%.

• **Performance Related Service Levels**

S.No	Measurement	Definition	Measurement Interval	Target	Impact	Penalty
1.	Power Availability	Availability = $\{1 - \frac{[(\text{Downtime}) / (\text{Total Time} - \text{Maintenance Time})]}{100}\}$ Availability of Power will be measured upto the socket level in the equipment room that will be providing power to the Racks.	Quarterly	$\geq 99.98\%$	26 minutes	No Penalty
					Continuous downtime for more than 10 minutes	5% of the quarterly electricity charges
				$\geq 99.97\%$ to $< 99.98\%$	≤ 39 minutes to > 26 minutes of downtime	5% of the quarterly electricity charges
		$\geq 99.96\%$ to $< 99.97\%$	≤ 52 minutes to > 39 minutes of availability	10% of the quarterly electricity charges		

				>= 99.93% to < 99.96%	<= 91 minutes to > 52 minutes of downtime	15 % of the quarterly electricity charges
				< 99.938%	> 91 minutes of downtime	Event of Default&Escalation to NICSI and Agency Management
2.	Return Air Temperature	<p>This SLA would measure the Return Air temperature at every Precision Unit and Sensors Suitable placed in the Network and servers equipment room.</p> <p>The Agency should ensure that the Return air temperature and temperature at these Suitable Located Sensors is maintained at 20° + 2° Centigrade at all times.</p> <p>Penalty would be applicable in all the cases where the temperature would</p>	Quarterly	<p>Temperature at all these Locations is between 20° ± 6° Centigrade to 20° ± 2° Centigrade for 10 minutes</p>	--	No Penalty
				<p>Temperature at all these Locations is between 20° ± 6° Centigrade to 20° ± 2° Centigrade continuously for 20 minutes</p>	--	0.02% of the total quarterly service charges for every rack on an incremental basis.
				<p>Temperature at all these Locations is between 20° ± 6° Centigrade to 20° ± 2° Centigrade continuously for 30 minutes</p>	--	0.04% of the total quarterly service charges for every rack on an incremental basis.
				<p>Temperature at all these Locations is between 20° ± 6° Centigrade to 20° ± 2° Centigrade</p>	--	0.06% of the total quarterly service charges for every rack on an incremental basis..

increase beyond the specified limit. However, in case of the temperature decrease upto 5° centigrade, no penalty would be applied.

continuously for 40 minutes		
Temperature at all these Locations is between 20° ± 6° Centigrade to 20° ± 2° Centigrade continuously for 50 minutes	--	0.08% of the total quarterly service charges for every rack on an incremental basis..
Temperature at all these Locations is between 20° ± 10° Centigrade to 20° ± 6° Centigrade continuously for 10 minutes	--	0.04% of the total quarterly service charges for every rack on an incremental basis.
Temperature at all these Locations is between 20° ± 10° Centigrade to 20° ± 6° Centigrade continuously for 20 minutes	--	0.06% of the total quarterly service charges for every rack on an incremental basis.
Temperature at all these Locations is between 20° ± 10° Centigrade to 20° ± 6° Centigrade continuously for 30 minutes	--	0.08% of the total quarterly service charges for every rack on an incremental basis.
Temperature at all these Locations is	--	Event of Default &

				between 20° ± 10° Centigrade to 20° ± 6° Centigrade continuously for 40 minutes		Escalation to NICSI and Agency Management
				Temperature at all these Locations is more than 20° ± 10° Centigrade continuously for 10 minutes	--	Event of Default & Escalation to NICSI and Agency Management
3.	CCTV Availability	Availability = {1- [(Downtime) / (Total Time - Maintenance Time)]}*100	Quarterly	>= 99.98%	26 minutes	No Penalty
					Continuous downtime for more than 10 minutes	0.2% of the total quarterly service charges for every device on an incremental basis.
					<= 65 minutes to > 26 minutes of downtime	0.2% of the total quarterly service charges for every device on an incremental basis.
					<= 130 minutes to > 65 minutes of availability	0.3% of the total quarterly service charges for every device on an incremental basis.
					<= 259 minutes to > 130 minutes of downtime	Event of Default & Escalation to NICSI and Agency management
4.	Availability of Access Control Devices	Availability = {1- [(Downtime) / (Total Time -	Quarterly	>= 99.98%	26 minutes	No penalty
					Continuous downtime for more than 10 minutes	0.2% of the total quarterly service charges for every device.

		Maintenance Time)]}*100		>= 99.95% to < 99.98%	<= 65 minutes to > 26 minutes of downtime	0.2% of the total quarterly service charges for every device.
				>= 99.9% to < 99.95%	<= 130 minutes to > 65 minutes of availability	0.3% of the total quarterly service charges for every device.
				>= 99.8% to < 99.9%	<= 259 minutes to > 130 minutes of downtime	Event of Default & Escalation to NICSI and Agency management
5.	Onsite Access Card Activation	The Agency should maintain an inventory of inactivated access control cards at the NOC. Agency should provide a facility for card activation for access to the Network equipment and servers area.	Quarterly	100% cards within 30 minutes of request.	--	No penalty
				Delay in Card activation		0.001% of the total quarterly service charges for a delay of 30 minutes per card on an incremental basis.
6.	Civil work and minor repairs	The Agency should maintain sufficient inventory to carry out civil and electrical repairs without any disruption to operations	Quarterly	All repairs within 4 hours of reporting the problem at the Help Desk for works effecting the Network equipment and servers		0.001% of the total quarterly service charges for a delay of every 30 minutes on an incremental basis.

				area operations.		
				All replacements within 4 hours of reporting the problem at the Help Desk		0.01% of the total quarterly service charges for a delay of every 4 hours on an incremental basis.

- Help Desk Support Services for Network equipment and servers areaFacilities**

S.No	Measurement	Definition	Measurement Interval	Target	Penalty
1.	Resolution Time	“Resolution Time”, means time taken by the Agency staff to troubleshoot and fix the problem from the time the call has been logged at the Helpdesk till the time the problem has been fixed.	Quarterly	100% calls to be resolved within 30 minutes	No Penalty
				Unresolved call	0.01% of the quarterly service charges for every 30 minutes of delay on an incremental basis for every unresolved call.

- Compliance & Reporting Procedures

S.No	Measurement	Definition	Measurement Interval	Target	Penalty
1	Submission of MIS Reports	The Agency shall submit the MIS reports	Quarterly	Report for the previous quarter shall be submitted by the 5 th day of the next quarter	No Penalty
				Delay beyond the date of submission	0.1% of the quarterly service charges for every day's delay on an incremental basis.
2	Incident Reporting	Any failure/incident on any part of the infrastructure or its facilities shall be communicated immediately to NIC as an exceptional report giving details of downtime, if any.		100% incidents to be reported to NIC within 1 hour with the cause, action and remedy for the incident.	No Penalty
				Delay beyond an hour	1% of the quarterly service charges of that site for every hour's delay on an incremental basis.
			Quarterly	100% incident log to be submitted to NIC that comprises exceptional & normal reportable activities by 5 th day of every Quarter for the previous quarter.	No Penalty

				Delay beyond the date of submission	0.1% of the quarterly service charges for every day's delay on an incremental basis.
3	Change Management	Measurement of quality and timeliness of changes to the facilities	Quarterly	100% of changes should follow formal change control procedures. All changes need to be approved by NIC.	0.01% of the quarterly service charges for every non-compliance.
				All changes should be implemented on time and as per schedule & without any disruption to business.	0.01% of the quarterly service charges for every non-compliance.
4	Scheduled Maintenance & upgradation	Measures timely maintenance of the equipment installed at the site. The Agency shall provide a detailed equipment maintenance plan on the commencement of the project.	Quarterly	100 % of scheduled maintenance should be carried out as per maintenance plan submitted by the Agency. Any scheduled maintenance needs to be planned and intimated to NIC at least 2 working days in advance.	0.1% of the quarterly service charges for every non-compliance
5	Implementation of Audit Recommendations	Implementation of audit recommendations by NIC or third party auditor which have been agreed by Agency & NIC to be implemented.	Half-yearly	100% on time to be implemented as per timelines agreed upon with NIC.	0.1% of the quarterly service charges for every non compliance

6	Maintenance of Inventory	The Agency should maintain an inventory of items that will be required on an ongoing basis. For e.g. tiles, cables etc.	Quarterly	100% as per the inventory log committed and maintained by Agency.	0.1% of the quarterly service charges for every non compliance
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Periodic Facility Audits

NICSI/NIC would conduct half-yearly audits to check for the compliance of the Facility with all the technical specifications. Any non-compliance to the specifications would qualify the Agency for a penalty. For every instance of non-compliance (even if it is repetitive in nature) there would be a penalty. The penalty would be levied on an additive basis and the accumulated total would be deducted from the payment due to the Agency in the following month.

Though NICSI/NIC would conduct audits on a half-yearly basis, surprise checks can be conducted anytime and for any number of times. Any non-compliance observed during the surprise checks would also qualify the Agency for a penalty. The penalty would be levied on an additive basis and the accumulated total would be deducted from the payment due to the Agency in the month in which surprise checks were conducted.

S. No	Requirement	Measurement	Penalty
1.	CCTV Surveillance & Security	NICSI/NIC would audit a randomly selected sample of the CCTV records. The Agency should be able to produce all the records at the time of such audit.	1% of the applicable site quarter's payout for every missing record in the randomly selected sample.
2.	Fire Prevention, detection & Suppression	NICSI/NIC would audit randomly selected Fire Suppression systems, Extinguisher and Detection systems. Extinguishers in all sites. The Agency is expected to maintain the gas levels as per specifications laid out on the Fire Suppression systems, Extinguisher and Detection systems	1% of the applicable site quarter's payout for every non-compliance which is treated as a compliance issue.
3.	Access Controls	NICSI/NIC would audit randomly selected Access controls in all sites. The Agency is expected to maintain the required functionality for all the access control devices and smart cards.	1% of the applicable site quarter's payout for every non-compliance which is treated as a compliance issue.

4.	Water Leakage System	NIC would audit randomly selected Water Leakage systems in all sites.	1% of the applicable site quarter's payout for every non-compliance which is treated as a compliance issue.
5.	Rodent Repellent System	NIC would audit randomly selected Rodent Repellent systems in all sites.	1% of the applicable site quarter's payout for every non-compliance which is treated as a compliance issue.

- **Issue Management Procedures**

- **General**

Issue Management process provides for an appropriate management structure towards orderly consideration and resolution of business and operational issues in the event of a quick consensus not reached between NIC and Agency.

Implementing such a process at the commencement of services shall significantly improve the probability of successful issue resolution. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at operational levels.

- **Issue Management Procedures**

1. Either NICSI/NIC or Agency may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
2. The NICSI/NIC and the Agency will determine which committee or executive level should logically be involved in resolution. A chain of management escalation is defined in **Clause** of this document.
3. A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
4. The NICSI/NIC and the Agency shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Agency will then communicate the resolution to all interested parties.
5. In case the issue is still unresolved, the arbitration procedures described in the Contract will be applicable.

- **SLA Change Control**

- **General**

It is acknowledged that this SLA may change as NIC's business needs evolve over the course of the contract period. This document also defines the following management procedures:

- A process for negotiating changes to the SLA.
- An issue management process for documenting and resolving difficult issues.
- NIC and Agency 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.

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 Contract, the Tender and its addenda, the Contract 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 Agency can initiate an SLA review with the NIC.** Normally, the forum for negotiating SLA changes will be NIC's monthly meetings. Unresolved issues will be addressed using the issue management process described in **Clause** of this document.

The Agency shall maintain and distribute current copies of the SLA document as directed by NIC. Additional copies of the current SLA will be made available at all times to authorize parties.

- **Version Control**

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

- **Responsibilities of the Parties**

- **Agency**

Agency is responsible for executing this contract and delivering the services, while maintaining the specified performance targets.

Additionally the Agency is responsible for:

- Reporting problems to NICS/NIC as soon as possible
- Assisting NICS/NIC in management of the SLA
- Providing early warning of any organizational, functional or technical changes that might affect Agency's ability to deliver the services.
- Assisting NICS/NIC to address and resolve issues from time to time.

Agency shall take immediate action to identify problems and follow up with appropriate action to fix them as quickly as possible

- **NICS/NIC**

NICS/NIC is responsible for:

- Reporting defects and problems to the Agency as soon as possible
- Assisting Agency in management of the SLA
- Providing early warning of any organizational, functional or technical changes that might affect Agency's ability to deliver the services
- Assisting Agency to address and resolve issues from time to time

- **Penalties**

- The total quarterly deduction should not exceed 25% of the applicable fee.
- Two consecutive quarterly deductions of more than 20 % of the applicable fee on account of any reasons, will be deemed to be an event of default and termination and the consequences as provided in the tender will follow.

- **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 NICSI/NIC and Agency 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 NICSI/NIC or Agency 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 Designation and contact Details	Agency* Representative with Designation and contact Details
Level 1:		
Level 2:		
Level 3:		

***Agency shall provide information for the following:**

- Chief Executive Officer / Managing Director / National Head
- Project Manager
- Site Manager

- **Acceptance of SLA**

IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement vide Tender No. **xx Dated dd/mm/yy** to be executed by their respective authorized representatives.

For and on behalf of:

_____ **Agency**

Place: _____

Date: _____

Name: _____

Title: _____

Office Seal: _____

For and on behalf of:

_____ **NICSI**

Place: _____

Date: _____

Name: _____

Title: _____

Office Seal: _____

ANNEXURE VI**Compliance Sheet****Checklist for Eligibility/ Technical Bid**

#	Description	Document / Proof	Bidder Compliance (Y/N)	Page No. of attached proof	Reason for deviation , if any
1	The Agencies shall furnish, Earnest Money Deposit (EMD) in the EMD is to be submitted through Demand Draft/ Bank Guarantee of any Scheduled/Nationalized Bank in favour of NICSI payable at New Delhi.	<i>Details are to be submitted in the format given in EN-1 and Physically.</i>			
2	The firms/suppliers, who are registered for considered services and items with NSIC under Single Point Registration Scheme, shall be considered for exemption from furnishing the EMD by the Competent Authority.	<i>An attested copy of the Registration Certificate from NSIC must be furnished. Merely registration as a SSI Unit does not qualify the Firm for Otherwise bids will be rejected.</i>			
3	The Bidder must be registered with appropriate authorities for all applicable statutory duties/ taxes.	<ul style="list-style-type: none"> - <i>Copy of the Sales Tax/ VAT/GST registration for New Delhi.</i> - <i>Copies of the Service tax for New Delhi/ Central Service tax registration.</i> - <i>Copy of PAN Card</i> - <i>Copy of TIN Card</i> <p><i>(Enclose attested copy of the above mentioned documents with the technical bid in envelop - A).</i></p>			

4	<p>Only those bidders are eligible to submit their bids who have been Operating and maintaining the Basic Infrastructure of Data Centers (including components such as Transformers, LT panels, High capacity UPS systems, BMS system, HVAC system (PAHUs/PACs, CAHU), managing a data center of minimum 50 Server of an establishment in last three years ending 2016-17, in India</p>	<p><i>Necessary documents in this regard are to be submitted with the technical bid in Envelop - A.</i></p>			
5	<p>The bidder's average annual turnover during last three financial years i.e. 2014-2015, 2015-16 and 2016-17 from similar services ending 31st March 2017 at least should be Rs. 5.0 Crore (Five crore).</p>	<ul style="list-style-type: none"> • <i>Copy of Audited balance sheet for the said year must be submitted as a supportive document showing the desired turnover or a certificate from Chartered Accountant /statutory audit certifying the Turnover for said year must also be submitted.</i> • <i>The Bidder must submit the audited balance sheet within the current financial year.</i> 			
6	<p>The bidder must have executed work orders for operation & maintenance and AMC of basic infrastructure of Data Centers in India during last five (5) years ending on 31st March 2017 as follows:</p> <p>a. One work order of 80% of per year value, i.e., Rs. four Crores</p>	<p><i>The orders must have been executed in last three years. Attach copies of the work order /agreement from the clients.</i></p>			

	<p>Or</p> <p>b. Two work orders of 50% of per year value, i.e., Rs. 2.5 crores. Or</p> <p>c. Three work orders of 40% of per year value, i.e., Rs. 2 Crores each.</p>				
7	An undertaking (self-certificate) that the agency hasn't been blacklisted by a central / state Government institution and there has been no litigation with any government department on account of IT services.	<i>Details are to be submitted in the format given in EN-2: Declaration that the bidder has not been blacklisted</i>			
8	Latest valid Income Tax Clearance Certificate (ITCC) or receipt issued by I.T. authority in support of Agency having submitted the I.T.	<i>Return for the last three years and the PAN number of the firm allotted by the Income Tax authorities should be submitted along with the technical bid.</i>			
9	Attested copies of Articles of Association (in case of registered firm), Bye laws and certificates for registration (in case of registered co-operative Societies), partnership deed (in case of partnership firm).				
10	Certificate/testimonials in support of similar services given in the last three years.				
11	Any other documents which may be relevant to the tender. If a tender is not accompanied by all the documents mentioned above, the same will be rejected outright.				

Annexure VII

Performa for Bank Guarantee for Contract Performance

Ref: _____

Date _____

Bank Guarantee No. _____

To

MANAGING DIRECTOR

NATIONAL INFORMATICS CENTRE SERVICES INCORPORATED (NICSI)

Hall No. 2 & 3, 6th Floor, NBCC Tower 15, Bhikaji Cama Place,

New Delhi -110066, India.

Fax No. : 91-11-26105212

Telephone No. 91-11-26105054.

1. Against contract vide Advance Acceptance of the Tender No. _____ dated _____ covering _____ (hereinafter called the said "Contract") entered into between the National Informatics Services Incorporated (NICSI) (hereinafter called "the Purchaser") and _____ (hereinafter called the "Tenderer") this is to certify that at the request of the Tenderer we ----- Bank Ltd., are holding in trust in favor of the Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Tenderer of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Tenderer and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

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

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser. Tender No.:
.....

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

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

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

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

Date _____

Place _____

Witness _____

Signature _____

Printed name _____

(Bank's common seal)