

NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017

RFP for DC and DR Hosting

Volumes I, II



NATIONAL INSURANCE COMPANY LIMITED

Registered and Head Office: 3, Middleton Street, Kolkata – 700 071
Phone No: 2283-1728 / 39 Fax No: 2283-1740

www.nationalinsuranceindia.com

This document is the property of National Insurance Company Limited. It may not be copied, distributed or recorded on any medium, electronic or otherwise, without written permission therefore. The use of the contents of this document, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

Volume - I**Important Dates and Information**

Bid Reference	Master Document with RFP Number: NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017
Date of Commencement of Bid	02-04-2018
Last Date till which Bid can be procured and Bidder can register at the TCIL site	01-05-2018 upto 03:00 PM (day prior to submission of bid)
Date and Time for request for clarification of Bids	09-04-2018, upto 5:45 PM
Date and Time for Pre-Bid Meeting	10-04-2018, at 03:00 PM
Date and Time for publication of clarification, if required	On or before 20th April, 2018 at www.nationalinsuranceindia.com
Date and Time for Receipt of Bids	02-05-2018 upto 03:00 PM
Time and Date of Opening of Bid	02-05-2018 at 04:00 PM
Time and Date of Opening of PART-II (Technical Bid) and Part-III (Commercial Bid) i.r.o. Bids for Volume-II	To be intimated later to Participating Bidders
Place of Opening of both PARTs of the Bids for Volume-II	IT Department National Insurance Company Ltd. 3 Middleton Street, 4 th floor, Kolkata - 700 071 Phone No: 2283-0795 Fax No: 2283-1740 Email: rs.raman@nic.co.in
Date till which the Bid is valid i.r.o. Bids for Volume-II	1 (one) year from the date of opening of the Commercial Bids
Address for all Communication, including request for clarification , if required	Chief Manager - IT, IT Department National Insurance Company Ltd. 3 Middleton Street, 4 th floor, Kolkata - 700 071 Phone No: 2283-0795 Fax No: 2283-1740 Email: rs.raman@nic.co.in CC: utkarsh2.gupta@nic.co.in
Bank Details of NIC Head Office	
Name as per Bank Account	: National Insurance Company Limited
Bank Account Number	: 417953111
Type of Account	: Current Account
Name of the Bank	: Indian Bank
Name of the Branch	: Russell Street, Kolkata – 700071
MICR Number of the Branch	: 700019018
IFSC No. of the Branch	: IDIB000R024

1 Overview

1.1 About National Insurance Company Ltd.

National Insurance Company Limited (hereinafter referred to as **NIC**), with its registered office in Kolkata, is of the leading public sector insurance companies of India. It was incorporated in 1906 and nationalized in 1972, before operating as a Government of India undertaking from 2002. National Insurance Company Ltd (NIC) is one of the leading public sector insurance companies of India, carrying out non life insurance business. Headquartered in Kolkata, NIC's network of about 1000 offices, manned by more than 16,000 skilled personnel, is spread over the length and breadth of the country covering remote rural areas, townships and metropolitan cities. NIC's foreign operations are carried out from its branch offices in Nepal.

NIC transacts general insurance business of Fire, Marine and Miscellaneous insurance. Befittingly, the product ranges, of more than 200 policies offered by NIC cater to the diverse insurance requirements of its 14 million policyholders. Innovative and customized policies ensure that even specialized insurance requirements are fully taken care of.

1.2 Background

In order to cater to the newer dimensions of insurance and matching customer expectations, NIC took up transformation of its business processes using IT as the key enabler for its day to day operations. NIC completed the re-design of its core business processes and is in the process of implementation of the "Enterprise Architecture Solution for Insurance" (hereinafter referred to as EASI).

EASI is a centralized application suite consisting of more than 20 applications. Contrary to the earlier application, which was decentralized, EASI requires uninterrupted connection to the centralized servers hosted at NIC's Data Centre (DC), Disaster Recovery Site (DR) and Near Site (NR).

Currently the complete IT Infrastructure is co-located in a Tier III+ Data Center and DR Site, located in geographically distinct seismic zones.

1.3 Objectives of the RFP

NIC through this RFP therefore invites bids from reputed Data Centre Hosting Service Providers for colocation facility for NIC's DC and DR for the project period.

1.4 RFP Documents

As such, this Master Document has been segregated into two volumes. Whereas Volume II, contain specific details for preparation of Bid in respect of the RFP for Procurement of Colocation Facility for hosting NIC's DC and DR, Volume I contain general details, terms, conditions, Format of Contract etc. concerning the RFP and which are required for preparation of the Bid.

The RFP is governed by the general details, Terms, Conditions, Format of Contract etc as laid down in the Master Document.

Volumes and sections of this Master Document:

A. Volume I

1. the Overview
2. General Terms and Conditions (GT&C) for the RFP

B. Volume II - **NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017**

1. the Instruction to Bidders for RFP/10/2017
2. the Scope of Work
3. the Roles and Responsibilities
4. the Annexures

1.5 GT&C – Instructions to Bidders:

A	<p>Intending Bidders who satisfy the eligibility criteria laid down under the Volumes II of this document can bid for the RFP as in the mentioned Volume. Intending Bidders may also download this document from the company's website (www.nationalinsuranceindia.com) between dates (refer – Section Important Dates and Information) and the Bidder has to submit a non refundable RFP Document Fee of of Rs. 25,000/- only (Rupees Twenty Five Thousand only) to National Insurance Company Limited payable through NEFT/RTGS only prior to Pre-Bid Meeting Date.</p> <p>Non-furnishing of RFP Document Fee/s, till the time of submission of the bid will disqualify the bidder.</p> <p>A copy of proof of payment of non-refundable RFP Fee has to be emailed to the following ids;: rs.raman@nic.co.in, CC: utkarsh2.gupta@nic.co.in</p>
B	<p>Intending Bidders who wish to participate in the Pre-Bid Meeting shall submit the proof of payment of non-refundable RFP Document Fee of of Rs. 25,000/- only (Rupees Twenty Five Thousand only) to National Insurance Company Limited payable through NEFT/RTGS only, prior to the Pre-Bid Meeting Date. Only authorized representative of Bidder is allowed to participate in the pre-Bid meeting. Documentary proof of payment of the RFP Document Fee by intending bidders by mail/hard copy, is a pre-requirement for participation in the Meeting.</p>
C	<p>The Bidder should be agreeable to hold the price and configuration for a period of at least 180 days from the date of opening of Commercial Bid in respect of his bid under the RFP, and in case there occurs any change in the specifications on account of the Solution offered/ordered for being phased out from the market, should be able to supply solution and systems of higher configuration at the same prices agreed to, in respect of the bid under the RFP as in Volume-II.</p>
D	<p>The Bidder can submit only one bid offering only one combination of solution and products in respect of the RFP. If any Bidder quotes multiple offers under each item, his bid will be summarily rejected.</p>
E	<p>Intending Bidders are required to quote for all the items quoted for in respect of the Volume. Failure to quote for any one or more items or not mentioning the prices of each item separately in the Commercial Bid will disqualify the Bidder.</p>
F	<p>Each Bid under RFP must be accompanied with an Earnest Money Deposit (EMD) of value of Rs. 50,00,000.00 (Rupees Fifty Lakhs Only) by way of BG/DD/NEFT/RTGS in favour of National Insurance Company Limited, refer NIC Bank details mentioned above. Non-furnishing of EMD will disqualify the bidder.</p> <p>The EMD would be returned without any interest to the unsuccessful Bidders on receipt of written application, within 90 days of award of Purchase Order to the Successful Bidder.</p> <p>The EMD will be refunded/returned to the successful Bidder on production of a performance guarantee.</p> <p>The EMD will be forfeited if the successful Bidder refuses to accept purchase order or having accepted purchase order fails to carry out his obligations mentioned therein. Additionally, such bidder will be blacklisted and barred from participating in any future RFPs' of NIC.</p> <p>No interest on EMD will be paid to either Successful or Unsuccessful Bidder.</p>

G	The company reserves the right to accept / reject any / all offers without assigning any reason whatsoever. The decision of the Company in selecting the bidder would be final and conclusive.
H	The consultants of NIC or their sister concerns will not be permitted to participate in these bid/s.
I	RFP Document/s is/are not Transferable.
J	<p>The RFP will be in three Parts, viz., Pre-Qualification, Technical and Commercial bid and in online format.</p> <p>Bidders have to submit their Bid online, on or before the last date and time mentioned in RFP.</p> <p>Details of the procedure to be followed for online, is available in Annexure-12 (Volume-II). Bidders have to abide by the same.</p>
K	<p>NIC shall evaluate Pre-qualification Bid first and shortlist the bidders who qualify for further evaluation.</p> <p>The Technical Bid shall be evaluated only for those responses that have qualified in the Pre-Qualification Bid.</p> <p>Commercial bids of only those bidders who qualify in the Technical Bid shall be opened at a later date. NIC will notify the date and time of opening of the Commercial bids to the technically qualified bidders.</p> <p>NIC reserves the right to change or relax the eligibility criteria to ensure inclusivity. No further discussion/ interface will be granted to bidders whose bids have been disqualified.</p> <p>The evaluation by NIC will be undertaken by a committee and its decision is final.</p>
L	<p>The Pre-qualification Bid of the Bidder should be submitted online. Along with the online submission, the following should be submitted in separate sealed cover super-scribed "Original".</p> <p>A CD containing soft copy of the Pre qualification bid and Pre-Qualification Bid and supporting documents in hard copy should be enclosed in one cover and sealed. This cover should be super-scribed with the wording "DO NOT OPEN BEFORE _____" "Pre-Qualification bid for NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017".</p> <p>Supporting documents have to be indexed and page numbers, paragraph numbers referenced with the <u>prescribed format</u> of the PQ Bid.</p> <p>The Bidder should put the proof of transfer of EMD of requisite value in the appropriate envelope for "Original" Pre-Qualification Bid for RFP/10/2017".</p> <p>Prices must not be indicated in the Pre-Qualification Bid.</p> <p>Only one representative of the bidder can be present for the opening of the Pre-Qualification Bid. If the representative of the bidder is not present at the venue on the scheduled date and time, NIC will proceed with opening of the Bid.</p>
M	<p>The Technical Bid of the Bidder should be submitted online. Along with the online submission, the following should be submitted in separate sealed cover super-scribed "Original".</p> <p>A CD containing soft copy of the Technical bid and Technical Bid and supporting documents in hard copy should be enclosed in one cover and sealed. This cover should be super-scribed with the wording "DO NOT OPEN BEFORE _____" and "Technical bid for NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017".</p> <p>The Technical Bid must be submitted in an organized and structured manner.</p>

	<p>Supporting documents have to be indexed and page numbers, paragraph numbers referenced with the <u>prescribed format</u> of the Technical Bid. Unpriced BoQ to be provided.</p> <p>It is mandatory to submit the technical details in the prescribed formats duly filled in. NIC, at its discretion, may not evaluate a Technical Bid in case of non-submission or partial submission of technical details.</p> <p>The corrections or alterations, if any should be authenticated. In the case of the corrections/alteration are not properly authenticated, the offer will be rejected.</p> <p>Technical details must be completely filled up containing correct technical information of the product being offered. Filling up of the forms using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” are not acceptable to NIC. Offers not adhering to these guidelines may not be accepted by NIC.</p> <p>No brochures/leaflets etc. should be submitted in loose form.</p> <p>Prices must not be indicated in the Technical Bid.</p> <p>Only one representative of the bidder can be present for the opening of the Technical Bid on the specified date and time. If the representative of the bidder is not present at the venue on the scheduled date and time, NIC will proceed with opening of the Bid.</p> <p>Technically qualified bids will be taken up for further processing and the Commercial Bids of qualified bidders will be opened in the presence of the technically qualified bidders’ representative on separate date and time which will be notified separately. If the representative of the bidder is not present at the venue on the scheduled date and time, NIC will proceed with opening of the Bid.</p>
N	<p>The Commercial Bid of the Bidder should be submitted online. Along with the online submission, the following should be submitted in separate sealed cover super-scribed “Original”.</p> <p>A CD containing soft copy of the Commercial bid and Commercial Bid in hard copy should be enclosed in one cover and sealed. This cover should be super-scribed with the wording “DO NOT OPEN BEFORE _____”and “Commercial bid for NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017.”</p> <p>The price quoted should be in Indian rupees only. The prices offered shall be on a fixed price basis and should not be linked to the Foreign exchange.</p> <p>Prices are to be indicated only in the prescribed format in Commercial Bid. No information should be kept blank and no options should be quoted. Offer should be in strict conformity with the prescribed format.</p> <p>In case of deviation, the bid is liable to be disqualified.</p>
O	<p>All the covers namely Pre-Qualification Bid, Technical Bids and Commercial Bids prepared as above are to be put in a single sealed cover super scribed with the wordings “RFP No: NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017, Due Date and the wordings “DO NOT OPEN BEFORE _____”.</p>
P	<p>All the covers thus prepared should also indicate clearly the name and address of the Bidder. Contents of each of the innermost envelopes must be bound properly.</p>
Q	<p>The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process</p>
R	<p>Address for all communication is given in Table, Important Dates and Information. In case of deviation, the bid is liable to be disqualified.</p>

2 GT&C - Common Definitions for the RFP: In this Master Document the following terms shall be interpreted as indicated below:

A	'NIC' means National Insurance Company Limited.
B	The 'Purchaser' means National Insurance Company Limited.
C	<p>The term "this document" means this "Master Document", containing Volume-I (Overview and GT&C), Volume-II (RFP No: NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017), and Annexures, if any.</p> <p>"RFPs" means this Request for Proposal ("RFP No: NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017") which is a detailed notification seeking a set of service (s), product(s), materials and/or any combination of them in respect of Volume-II and as governed by the GT&C (Volume-I) of the Master Document and respective Volume.</p> <p>The term Volume-II or (RFP No: NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017) or RFP/10/2017 are interchangeable.</p>
D	<p>The term 'Contract' or 'Agreement' are interchangeable and means the respective Contract or Agreement to be signed by the Successful Bidder and NIC in respect of RFP RFP/10/2017 and as recorded in the Contract Form signed by the Purchaser and the Supplier, including all attachments and Annexure thereto and all documents incorporated by reference therein. The contract also covers the General Terms and Conditions and other points mentioned in this document including the accepted deviations (if any).</p> <p>Specimen of the Contract has been given in Volume-I.</p>
E	The terms 'Service Provider/System Integrator/Authorised Channel Partner/Partner/Supplier/Contractor' are interchangeable and means the person or the firm or the company with whom the order for the Supply, Migrate, Installation, Configuration, Commissioning, Demonstration, Management, Maintainance, Monitoring (<i>strike-out if migration is not applicable</i>) of Colocation Facility for hosting DC and DR is placed in respect of RFP/10/2017 , and shall be deemed to include the Partner's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be unless excluded by the terms of the contract.
F	<p>The term 'Bidder' means 'Service Provider/System Integrator/Authorised Channel Partner /Partner/Supplier' and is interchangeable.</p> <p>The term 'Supplier' also includes Original Equipment Manufacturer (OEM) wherever applicable.</p> <p>At the time of issuance of Purchase Order and signing of Contract in respect of RFP/10/2017, the successful Bidder may be termed as 'Supplier' or 'Vendor'.</p> <p>The Bidder who has signed the bid in respect of RFP/10/2017 should clearly indicate the capacity in which he / she has signed the bid and the company or firm shall be bound by his / her signature.</p>
G	The "Authorized Representative" shall mean any person/agency authorized by either of the parties.
H	The 'Bid Price/Contract Price' means the 'Grand Total Price' payable to the successful Bidder/Supplier/Authorized Partner net of discount (if any), liquidated damages (if any) under the contract in respect of RFP/10/2017 and these presents for the full and proper performance of the contractual obligations of the Supplier/Authorized Partner
I	The 'Contract Value' means the real cost in respect of RFP/10/2017 including all related Services, Software, Hardware and other accessories (as applicable) to be supplied and installed and related services by the Supplier.
J	"Rates/Prices" means prices of supply of equipment/services quoted by the Bidder in the Commercial Bid submitted by him in respect of RFP/10/2017 and/or mentioned in the Contract
K	"LOI" means issuing of Letter of Intent which shall constitute the intention of the Purchaser to place the purchase order with the successful bidder in respect of RFP/10/2017 .
L	The 'Order' means the Purchase Order issued in favour of the Supplier in respect of RFP/10/2017 .

M	<p>The term ‘Goods/Solution’ are interchangeable and means all the deliverables complying with technical requirements specified in this document and as applicable under Scope of Work in respect of RFP/10/2017, which the Supplier is required to Supply, Migrate, Installation, Configuration, Commissioning, Demonstration, Management, Maintainance, Monitoring (<i>strike-out if migration is not applicable</i>) of Colocation Facility for hosting DC and DR at the DC, DR locations of the Supplier under the order/contract in respect of RFP/10/2017.</p> <p>The term ‘Solution’ shall also include ‘Service’ such as successful Supply, Migrate, Installation, Configuration, Commissioning, Demonstration, Management, Maintainance, Monitoring (<i>strike-out if migration is not applicable</i>) of Colocation Facility for hosting DC and DR and such obligations of the Supplier covered under the order/contract including services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, and are complying with requirements specified in this document, within defined timelines and as per defined matrices, and as applicable under Scope of Work in respect of RFP/10/2017.</p>
N	Integration’ means seamless combination of existing infrastructure without any gap as applicable under Scope of Work and Minimum Technical Specifications in respect of RFP/10/2017 .
O	“Site” shall mean the location(s) for which the Contract has been issued in respect of RFP/10/2017 and where the service shall be provided as per Contract/Agreement. Site shall where applicable also mean Colocation Space, the area (s) or space (s) (including any full cabinets, Cage (Server Room)s, suites, rooms) contracted by NIC as per terms of the RFP
P	“Additional Facilities” means, in addition to the Colocation Space, such administrative workspace facilities that are provided by Supplier to NIC (to include office space and associated HVAC and electrical power outlets, connectivity to racks within the same Site and work station Furniture) from where designated personnel of NIC may carry out additional on-site administrative activities for its Information Technology operations in connection with the Services availed from the Supplier. Additional Facilities shall also mean the Secured Storage Area, for exclusive storage of NIC’s Equipment (s). Additional Facilities shall be located outside of the Colocation Space but at the same Site
Q	The term “DC” or “DR” means specific Caged area/quadrant protected by multi-tier physical and logical security against physical hazards, co-located in a hosting facility of Service Provider exclusively used by NIC, for running its Information Technology operations. The term “DC” or “DR” shall also mean the term “Site” or “Colocation Space” and “Additional Facilities”, where applicable.
R	The term “Equipment” means all equipment or wiring (including cabling), or other tangible items at that time installed, stored or located in the Colocation Space or “Additional Facilities” by or on behalf of NIC.
S	“Documentary evidence” means any matter expressed or described upon any substance by means of letters, figures or marks intended to be used for the recording of that matter and produced before a court.
T	NIC reserves the right to extend the last date/time for submission of bids or modify / relax the conditions stipulated in this document through email and/or website information update.

3 GT&C - Price Schedule:

A	All quotes are to conform to the format as per Price Schedule also referred as Commercial Bid in respect of RFP/10/2017 .
B	All Inclusive Price of the Solution in respect of RFP/10/2017 will comprise of all Services, Hardware and accessories, software, OS, other licenses, Comprehensive Warranty as applicable, for project period as per terms of the RFP. It should take into account price/charges as specified in the Commercial Bid, in respect of RFP/10/2017 .
C	The bidder in respect of RFP/10/2017 is also required to ensure that DC manager for DC and DR is on company payroll for the entire period of Contract, for the purpose of managing the requirements as under Scope of Work in respect of RFP for Procurement of Colocation Facility for hosting NIC's DC and DR , in the Commercial Bid in prescribed format.
D	The 'Grand Total' Price as specified in Price Schedule or Commercial Bid in respect of RFP/10/2017 must take into consideration all the components required in respect of Volume-II.
E	Any other taxes / levies such as octroi / entry tax etc., payable at the place of delivery will be reimbursed on actual basis (wherever applicable at the place of delivery) subject to production of original document / receipt issued by appropriate authority. In case any waybill or road permit is to be obtained, the Supplier shall make necessary arrangements for obtaining the same.
F	The Supplier is required to submit their bids after carefully examining the documents/conditions in respect of either or all the Volumes. The Supplier must obtain for himself on his own responsibility and at his own expenses all the information necessary to enable him to prepare and submit a proper quotation.
G	It will be the responsibility of the Supplier to take care of all formalities, if any, necessary as per orders of any government/non-government authority in force at the point of time of delivery.
H	The Selection of Supplier would be through the process as laid down in Section - 5
I	The detailed breakup of price quotes is to be furnished along with the Price Schedule by the Bidder in respect of RFP/10/2017 .
J	The Supplier shall agree to maintain the price and configuration of all the components supplied in respect of RFP/10/2017 under this document for 180 days from the date of opening of the Commercial Bid. However, should there be a fall in the prices between the date of submission of bid and the date of delivery of the Solution ordered for in respect of RFP/10/2017 , on account of revision in prices in Services, Hardware / Software and any other components or on account of revision in duties and taxes or for any other reason whatsoever, the benefit shall be passed on to NIC.
K	Repeat order of any of the components of the Solution in respect of RFP/10/2017 , may be placed with the Supplier throughout the term of project period of 1 years subjected to feasibility. OTC component if required as part of solution to be mutually discussed.

4 GT&C – Bidder to Note:

A	The Bidder/Supplier would maintain appropriate and adequate stand-by equipment and spares for maintenance to ensure committed SLA wherever applicable in respect of the RFP. OEM's Part Code for the entire Warranty and AMC period has to be specified, for applicable scope. Unpriced Bill of Material is to be submitted with the Technical Bid.
---	--

B	The Bidder should enclose a Letter of Authority in favour of 'NIC' from the original manufacturers (MAF) as per format provided, and where required as per the RFP conditions and scope.
C	Bids without proper authorization from the Original Equipment Manufacturer (OEM) in respect of RFP/10/2017 for applicable scope shall be treated as non-responsive and rejected forthwith.
D	<p>Arithmetical errors may be rectified on the following basis:</p> <p>a. If there is a discrepancy between the unit price and total price, whichever is lower will be taken into account at the time of commercial bid evaluation.</p> <p>b. If there is discrepancy between words and figures, the lower-most figure will prevail.</p> <p>c. Where only total price has been provided, NIC will derive unit price based on division of the total price by the number of units.</p> <p>d. If tax amount does not corroborate with the tax percentage mentioned in the price bid, the tax percentage prevails and amount shall be corrected up to two decimals.</p> <p>If the Bidder does not accept this procedure, the bid may be rejected.</p> <p>A bid determined not substantially responsive will be rejected by the purchaser and cannot be made subsequently responsive.</p>
E	No consideration will be given to a bid in respect of RFP/10/2017 received after the date and time stipulated by 'NIC' and no extension of time will normally be permitted for submission of bids.
F	Overwriting without proper authentication is not permitted in filling up the bids and may entail rejection of the bids. No price variation/adjustment or any other escalation will be otherwise entertained, unless as per terms of Section - 7 .
G	The Bidder undertakes that in competing for the RFP and if the award is made to the Bidder in executing the contract, the Bidder will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
H	<p>Canvassing in connection with bids is strictly prohibited and bids submitted by Bidders who resort to canvassing are liable to be rejected.</p> <p>Any effort by a Bidder to influence NIC in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid and blacklisting from participation in future RFPs'.</p>
I	Bidder has to sign an Integrity Pact as provided in the RFP document, in original and the same should be submitted along with Technical bid as per the format provided in Section - 55
J	NATIONAL INSURANCE CO. LTD. DOES NOT BIND ITSELF TO ACCEPT ANY QUOTATION/BID AND RESERVES THE RIGHT TO ACCEPT/REJECT ANY QUOTATION/BID WITHOUT ASSIGNING ANY REASONS THEREFOR.

5 GT&C – Selection of Supplier: Supplier will be selected by following the steps given as under:

A	The RFP will be in three stages, viz., Pre-Qualification, Technical and Commercial bid. NIC will evaluate the bidder based on their eligibility criteria as laid down in Pre-Qualification
B	The Bidders who qualify in the Pre-Qualification stage will be intimated of their selection and their Technical bids shall be opened at a date and time to be specified later.
C	The Technical bids submitted by the bidders will be evaluated. This process will consist of:
1	
C	Evaluation of the Technical Bid submitted along-with compliance to the Minimum Technical Specifications mentioned for each of the products/solutions, as applicable in Volumes-II.
2	Wherever details have been asked for, specific responses should be provided by the bidder.

C .3	Presentation by the bidders on their solution and understanding of the Project, if required by NIC.
C .4	Demonstration of functionalities as per NIC's requirements, if required by NIC.
C .5	<p>Visit to bidder's Data Center/s and/or Customer Locations, if required by NIC. Any cost associated with the visit to bidder's Data Center/s and/or Customer Locations by NIC Officials will be borne by NIC.</p> <p>However, in case the site is not ready and NIC Officials are required to make subsequent visits, then the cost for the same is required to be borne by the bidder.</p>
C .6	<p>NIC will shortlist the bidder(s) based on technical evaluation as mentioned above. In case, the bidders are not able to comply with all technical specifications, functionalities during the technical evaluation, the proposal will not be considered by NIC for commercial evaluation, ultimately disqualifying the bidder who doesn't comply with technical evaluation.</p> <p>The Bidders who qualify in the Technical stage will be intimated of their selection and their Financial bids shall be opened at a date and time to be specified later.</p>
D	<p>Selection of Supplier who offers the lowest price and meets the commercial qualification requirements from the technically qualified list.</p> <p>The Commercial Bid will be evaluated based on the Cost proposed by the Bidder in the Commercial Bid and the L1 Bidder for complete scope shall automatically qualify for becoming Selected Bidder and for award of contract by NIC.</p> <p>NIC will notify the name of the Selected Bidder, through publication in company website.</p>
E	Any/all Minimum Criteria specified in RFP needs to be fulfilled by the bidder to proceed to the next stage of evaluation/selection.
F	NIC reserves the right to accept/reject any deviation in the Technical and Commercial Bids of any Bidder.

6 GT&C – Deadline for submission of Bids:

A	Bids must be received by NIC at the specified address not later than the time and date specified in the Section - Important Dates and Information . In the event of the specified date for the submission of Bids being declared a holiday for NIC, the bids will be received up to the appointed time on the next working day.
B	NIC may, at its discretion, extend this dead-line for the submission of Bids, in which case all rights and obligations of NIC and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
C	<p>Late Bids</p> <p>Any bid received by NIC after the deadline for submission of bids prescribed by NIC will be rejected and returned unopened to the Bidder.</p>

7 GT&C – Modification of Bids:

A	The Bidder may modify its bid after the bid's submission, provided that written notice of the modification including substitution of the Bids is received by NIC prior to the deadline prescribed for submission of bids.
B	The Bidder's request for modification may be submitted by e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
C	No bid may be modified subsequent to the deadline for submission of Bids.

8 GT&C – Delivery Schedule:

Activity Schedule		
1	Migration readiness including but not limited to Cabling - DC	6 weeks from issuance of Purchase Order
2	Migration readiness including but not limited to Cabling - DR	6 weeks from NIC go-ahead
3	Migration	Refer Scope of Work
4	Provision of additional power	4 weeks from issuance of Purchase Order
5	Provision of additional space	8 weeks from issuance of Purchase Order, subject to feasibility at the location

Also refer Scope of Work

Note 1: Migration is deemed to be completed when the following are received at the location in full and installation is completed:

- a) All the equipments / software
- b) System Software, tools required for installation of the hardware / software and any other accessory software including media (e.g. OEM Recovery CD etc.), where applicable
- c) Associated Documents/Licenses/Manuals, where applicable

An authorized official of 'NIC' should acknowledge delivery of all the Equipment's with accessories.

Note 2: Installation is deemed to be complete viz. "Commissioned" when:

- a) All the Services/equipments/software (where applicable) as specified in the Purchase Order becomes fully functional, after delivery, within the scheduled date of installation.
- b) The Supplier shall be responsible for installing, loading, configuring and testing of all the migrated systems and all other accessory software as required.
- d) In case of failure on the part of the Supplier to adhere to the time schedule, the Liquidated Damages condition shall be invoked by 'NIC'.
- e) Delivery, installation and commissioning should be under under the supervision and guidance of 'NIC' officials.

9 GT&C – Place of Delivery and Installation:

Place of Delivery and Installation – As per Scope of Work

10 GT&C - Delivery of documents: The Supplier shall furnish the following documents to 'NIC'. Original copies of:

A	Invoice showing NIC's purchase order reference, services/goods description, quantity, unit price and total amount.
B	Delivery Challans.
C	Installation Certificates authenticated by 'NIC' officials
D	Software licenses for utility/system software, where applicable
E	Format of Warranty, where applicable
F	Manuals, media (e.g. OEM Recovery CD etc.) and all relevant accessories, where applicable

11 GT&C - Terms of Payment: Payment will be made by the Head Office (HO), pertaining to the Solution delivered in respect of Volume-II.

A	<p>Performance Bank Guarantee (PBG) of 10% of 'Contract Value' should be submitted by the successful Bidder, (as per format given in Volume-I within 15 working days of issue of Purchase Order). PBG to be valid for the entire period of the project.</p> <p>Failure to submit the PBG within the mentioned period may result in the cancellation of the Purchase Order and forfeiture of the EMD.</p> <p>Once this PBG i.e. 10% of 'Contract Value', in the form of Bank Guarantee is received by NIC, the EMD as Bid Security in respect of RFP/10/2017 will be returned to the successful Bidder.</p> <p>NIC wants to avail Cenvat Credit. Hence, all necessary documents regarding the same are required to be submitted to NIC by the Supplier.</p>
B	<p>Payment in full shall be released by HO against submission of the following:</p> <ul style="list-style-type: none"> a) A PBG of 10% of 'Contract Value' in the form of BG valid for project period. b) Successful Delivery, Installation and Commissioning of the Solution in respect of RFP/10/2017 at each of the locations within the scheduled installation period. c) Receipt of Installation Certificate duly signed and stamped by the Supplier as well as by 'NIC' officials. d) In case where installation is put on hold because of NIC requirements (which might include delay due to site not being ready or inability to provide downtime), the equipment's in respect of the Volume-II may be hot-tested (powered on, functionality checked, where applicable) at a location as mentioned by NIC. However, Supplier is responsible for final installation as specified by NIC at a future date at no additional cost.
C	<p>No advance payment will be made by 'NIC'.</p>
D	<p>An Agreement/Contract between NIC, and the Supplier (as per format given in Volume-I) shall be executed within 15 working days of issuance of Purchase Order.</p> <p>Submission of Contract in respect of RFP/10/2017 is a pre-requisite to be complied with, prior to release of payment.</p>
E	<p>All bids are to be submitted in Indian Rupees. NIC will make all payments in Indian Rupees Only.</p>
F	<p>All payments to the Supplier will be made by NIC through NEFT/RTGS Only.</p>

12 GT&C - Payment will be made in the following Manner:

A	<p>Payment in respect of procurement in respect of RFP/10/2017 will be as follows:</p>	
B	<p>Activities</p>	<p>Payment Terms</p>
B 1	<p>Data Center (DC) Site – Power and Rent</p>	<p>Quarterly in arrears</p>
B 2	<p>Disaster Recovery (DR) Site Power and Rent</p>	<p>Quarterly in arrears</p>
C	<p>Manpower</p>	<p>Quarterly in arrears</p>
D	<p>Any other Charges, as applicable</p>	<p>Quarterly in arrears</p>

13 GT&C - Documents to be produced for the release of payment:

The successful Supplier's request for payment in respect of RFP/10/2017 , should be made to 'NIC' HO IT Department in writing accompanied by the following documents in ORIGINAL:	
a)	Execution of Contract between NIC and Successful Supplier in respect of RFP/10/2017 , which will remain valid for the project period of 1 year, extendable by another 2 (two) years.
b)	A PBG of 10% of 'Contract Value in the form of BG valid for the project period.
c)	Letter from OEM where applicable in their Letter Head confirming that the Supplier has purchased On-Site Comprehensive Warranty from them and has extended the same to NIC.
d)	Letter from Supplier where applicable in letter head mentioning all the information related to OEM's Part Code for the entire warranty period for the entire product procured.
e)	Delivery Challans, counter-signed by NIC Official
f)	Installation Certificates, counter-signed by NIC Official
g)	Invoice to HO pertaining to the Solution delivered in respect of RFP/10/2017 .
h)	Proof of Payment of Taxes / Octroi / Levies, if any.
i)	Software Licenses for Utility / System Software and / or any other licenses, where applicable.
j)	Supply of Manuals, media, etc. with accessories where applicable.

14 Availability of Service / Product

A	The Co-location service should be available during the validity of the project period.
B	The product/configuration/solution offered should be available during the validity of the project period. Product brochures and details should be enclosed in technical documents. Spares for the product offered should be available for at least 5 years from date of installation.
C	However, in case the product/configuration/solution offered is discontinued (within the project period), and the product/configuration is suffering some malfunction (by which it is not able to provide the full features/functions being sought as per Technical Specification, the Supplier should provide free-of-cost replacement with new model with better configuration.

15 GT&C – Warranties, for Products

A	The Supplier should also guarantee that the Goods (equipment and its accessories, where applicable) supplied conform to technical specifications of design, materials and workmanship as mentioned in the bid offer. The Supplier should also guarantee that the Goods should perform satisfactorily (i.e. provide the full features/functions) as per requirements mentioned in the Technical Specification of the RFP. The devices quoted in this RFP, should not be declared end-of-support within 5 years. Also refer Scope of Work, Minimum Technical Specifications, Commercial Bid and Annexures
B	The Supplier should also guarantee that all the software, including Operating System, firmware etc and as applicable for the relevant scope, supplied by the Supplier is licensed, legally obtained and with active OEM support.
C	The warranty for all practical purposes in respect of devices would mean On-Site Comprehensive Warranty free of charge, shall start and remain valid for a period of 5 (Five) years, unless otherwise specified, after the goods have been delivered, installed, commissioned and accepted. Such On-Site Comprehensive Warranty as applicable shall also include free of cost transportation and replacement of malfunctioning parts of the product/configuration/solution.
D	If any particular product/configuration/solution is suffering some malfunction (by which it is not able to provide the full features/functions being sought as per Technical Specification of the RFP for more than twice in a year, NIC may ask the Supplier to replace the product/configuration/solution and the Supplier shall replace the same with another brand new item of same/higher configuration at no extra cost to NIC.

E	In case of repeat order within the ambit of item quoted in the RFP for applicable scope, where the product has been declared vide end-of-sale notification, should be replaced with product with next higher specification
F	Bidders have to quote product with Five years warranty (where applicable), which need to be backlined with respective OEM for applicable scope. Bidder needs to submit the direct OEM confirmation in this regard confirming the same to NIC. Payment will be released based on the above confirmation only.
G	For the AMC the backlining with the OEM should be back to back for the complete duration from the warranty end date. Payment for support will be released based on the above confirmation only.

16 GT&C - Guarantee: The guarantee shall cover the following, where applicable:

a)	Quality, strength and performance of the materials and equipments supplied.
b)	Safe electrical and mechanical stresses, on all parts of the equipment under all conditions of operation.
c)	Prompt service during maintenance period for repairs and breakdown.

17 GT&C - Maintenance during Warranty Period [Applicable for bidder addressing migration and cabling scope]:

A	The On-Site Comprehensive Warranty as applicable for relevant scope, will be for a period of 5 years . OEM Part Code details for Warranty should be specified in the bid as per format provided in Volume-I .
B	The Supplier shall ensure Support services for the Solution under RFP/10/2017 , are as per details in the RFP.
C	If Supplier fails in replacement of the defective parts within the defined time frame as mentioned above, from the date of attending the call, then the Purchaser has the right to en-cash the Performance Bank Guarantee without endangering any provisions of warranty written or otherwise expressed and the concerned warranty will remain in full force.
D	Also refer Scope of Work, Minimum Technical Specifications, Commercial Bid and Annexures

18 GT&C - Copyright violations and Patent Rights [Applicable for bidder addressing migration and cabling scope]:

A	The Supplier shall indemnify 'NIC' in respect of all suits, action claims or damages arising out of violation of any Patents or Copyrights, for any and all components of the Solution supplied by the Supplier in respect of the RFP/10/2017 .
B	The Supplier shall indemnify 'NIC' against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods and services, software package or any other part thereof in India.

19 GT&C - Standards: The Goods/Solution/Services (where applicable) supplied under contract shall conform to the standards mentioned in the technical specifications and when no applicable standard is mentioned, it will be mutually agreed between the Supplier and NIC

20 GT&C - Satisfactory Performance: The Supplier shall guarantee satisfactory performance as per the specifications in the Purchase Order and further undertake to reimburse the Purchaser in respect of all payments made in pursuance of this Purchase Order and such other cost as may be decided by mutual consent or by arbitrator, if Supplier do not perform to committed standards thus materially affecting performance of the systems.

21 GT&C - Manuals and Media [Applicable for bidder addressing migration and cabling scope] : The Supplier shall provide original driver CDs, software etc., manuals of the Hardware & Software, where applicable at the time of delivery with every installation of the items in respect of Goods supplied under **RFP/10/2017**.

22 GT&C - Transportation and Insurance till delivery of the equipments: The Supplier is required to deliver the goods/solution at various locations of 'NIC' across the country. Transportation and insurance (on Inland Transit All Risk Class A plus SRCC) of goods shall be arranged and paid for by the Supplier.

23 GT&C - Change of Purchase Order: 'NIC' may at any time, by written order to the Supplier, make changes within the general scope of the Purchase Order. NIC will be free to either reduce or increase the quantity/configuration/specifications of the items to be purchased/change place of delivery or installation, on the same terms and conditions.

24 GT&C - Performance Security

A	Performance Bank Guarantee (PBG) of 10% of 'Contract Value in respect of RFP/10/2017 in the form of BG valid for project period from the scheduled last date of installation should be submitted by the successful Bidder in favour of 'NIC' along with the signed Contract (as per format given in Volume-I) within 21 working days of issue of Purchase Order.to Head Office of 'NIC'. Failure to submit the PBG within the period may result in the cancellation of the Purchase Order and forfeiture of the EMD.
B	In case of violation of any of the conditions during the Contract Period in respect of the Contract under RFP/10/2017 , the Performance Bank Guarantee as aforesaid may be invoked by 'NIC'.

25 GT&C - Cancellation Clause: If the Goods/Solution is not delivered, installed, integrated within the scheduled time period as mentioned in Purchase Order, National Insurance Company Limited reserves the right to invoke the PBG furnished by the Supplier favoring 'NIC' and cancel the contract thereafter.

26 GT&C - Delays in the Supplier's performance:

A	Delivery of the goods and performance of the services shall be made by the Supplier in accordance with the time schedule mentioned in the Purchase Order.
B	Any delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable for imposition of liquidated damages, and/or termination of the Contract for default, besides encashment of the PBG.
C	If at any time during the performance of the Contract, the Supplier should encounter the conditions impeding the timely performance of the services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation

	and may at its discretion extend the Supplier's time for performance in which case the extension shall be recorded by the parties.
D	Any delay by the Supplier in the performance of its service obligations, other than the delay which occurs due to reasons beyond the Supplier's control, shall render the Supplier liable for termination of the contracts for default. Any incidental taxes and levies on account of delay in performance caused by Supplier shall be on the Supplier's account.

27 GT&C - Liquidated Damages:

Table 1

1	Migration readiness including but not limited to Cabling - DC	8 weeks from issuance of Purchase Order	0.50% of the Contract value for each week or part thereof
2	Migration readiness including but not limited to Cabling - DR	8 weeks from NIC go-ahead	0.50% of the Contract value for each week or part thereof
3	Migration	Refer Scope of Work	5% of the Contract value for each day or part thereof
4	Provision of additional power	4 weeks from issuance of Purchase Order	Rs. 10,000/- for each day or part thereof
5	Provision of additional space	8 weeks from issuance of Purchase Order, subject to feasibility at the location	Rs. 10,000/- for each day or part thereof

Table 2

SI.No.	Service Level	Response Time from Call	Resolution Time inclusive of Response Time	
1	For Intelligent/non-intelligent Cabling and associated hardware in DC, DR	Within 1 hour	Within 4 hours	Rs. 10,000/- per hour or part thereof

Downtime Clause

- The downtime will be calculated post schedule restoration time to be the time when NIC's IT Infrastructure connected by such Intelligent/non-intelligent Cabling and associated hardware in DC, DR is up and running with all configuration and with full functionality.

Penalty Clause

- In case of the intermittent failures and repetitive problems (problems repeating more than thrice in a calendar month) due to improper diagnostics and repair/replacement the system would be treated as continuously down.
- Once this amount reaches **50% of the Contract Value**, NIC may cancel the contract, and encash the PBG. En-cashing the Performance Bank Guarantee shall not endanger

any provisions of warranty/AMC written or otherwise expressed and the concerned warranty/AMC will remain in full force.

Other Conditions:

- | | |
|---|--|
| A | In case Services are not fully completed within stipulated period, Liquidated Damage condition shall be invoked if such delay is not attributable to “Force D’ Mejeure”. |
| B | In the case of delay in the rectification of the defects falling under warranty of the Supplier, ‘NIC’ is entitled to deduct liquidated damages as mentioned above, Section-27, Section-28. |
| C | NIC reserves the right to extend the Time Period, where the delay is due to NIC responsibility. |

28 GT&C – Resort to Liquidated Damages:

- | | |
|--|---|
| In the event the Purchaser terminated the Contract in whole or in part, the Purchaser shall: | |
| A | Encash the PBG/not refund the performance security amount. |
| B | Deduct Liquidated damages as specified in respective Clause/s |
| C | May procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and/or not performed, and the Supplier shall be liable to the Purchaser, for any excess costs upto a maximum value of 10% of the Contract Value , for such similar Services. However, the Bidder shall continue performance of the Contract to the extent not terminated. |

29 GT&C - Termination on Insolvency:

The agreement can be terminated by giving written notice to the Supplier, without compensation to them if:

- | | |
|---|---|
| A | The Supplier becomes bankrupt or is otherwise declared insolvent; |
| B | The Supplier being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the Purchaser. |

30 GT&C – Termination for Defaults:

The Purchaser may, without prejudice to any other remedy for Breach of the Contract, by written notice of 30 days of default to the Bidder, terminate the Contract in respect of Volume-II in whole or in part;

- | | |
|---|---|
| A | If the Supplier fails to render services within the time period(s) specified in the Contract or any extension period thereof granted by the Purchaser, or |
| B | If the Supplier fails to perform any other obligations under the Contract |
| C | All payments due to the Supplier till the effective date of termination may be made by NIC within 60 days' of such written notice of termination, subject to applicable penalties, Section - 28. |

31 GT&C – Income/Corporate Taxes:

- | | |
|---|--|
| A | The Supplier shall be liable to pay all the Corporate Taxes, and the Income Tax, that shall be levied according to the laws and regulations applicable from time to time in India. |
| B | Wherever the laws and regulations require deduction of such taxes at the source of payments, the Purchaser shall effect such deductions from the payment due to the Supplier. The remittance of amounts as deducted and issuance of Certificate for such deductions shall be made by the Purchaser as per the regulations in force. Nothing in the Contract shall relieve the Supplier from their responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of the Contract. |
| C | The relevant deduction certificate shall be provided to the Supplier within 90 days of deduction at source. |

32 GT&C - Taxes and Duties:

A	Supplier will be entirely responsible for making the payments in respect of all taxes, stamp duties, fees, etc. in connection with delivery of service at site/s including taxes and levies to be charged in connection with incidental services etc. For procurement of way-bill, necessary arrangement shall be made by bidder. Service Taxes will be payable as per rules prevalent at the time of submission of bid response.
S O W B	However, Only Octroi and Entry tax if any; payable at the place of delivery will be reimbursed by NIC subject to production of original receipt.

33 GT&C - Clarification of Bids:

A	To assist in the examination, evaluation and comparison of bids the Purchaser may, at their discretion, ask the Bidder for clarification of the bid.
B	Bidder should send their queries, if any, through e-mail to rs.raman@nic.co.in , CC to utkarsh2.gupta@nic.co.in on or before the stipulated date and time. Bidders should submit the queries only in the format given in the RFP and in xls/xlsx format. Queries which are not in the format specified in the format will be ignored. Bid is liable for disqualification in case of deviation. Clarifications are entirely at the discretion of NIC and no disputes will be entertained on the same. No query / suggestions will be entertained after the opening of Commercial offer.
C	Clarifications will be published only in NIC's Corporate Website www.nationalinsuranceindia.com. No other modes of communication will be used.

34 GT&C - Contract with NIC: The successful Bidder will have to enter into a contract with National Insurance Company Ltd. within 21 working days of issue of Purchase Order in respect of **RFP/10/2017**. The format of the Contract is attached in Volume-I. Failure to enter into Contract may result in cancellation of the Purchase Order/s and forfeiture of EMD/PBG.

35 GT&C – Contract Amendment: No variation in the satisfaction of the terms of the Contract shall be made except by the written amendment agreed and signed by the parties.

A	If the Supplier fails to render services within the time period(s) specified in the Contract or any extension period thereof granted by the Purchaser, or
B	If the Supplier fails to perform any other obligations under the Contract

36 GT&C – Limitation of Liability: Supplier's aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value, provided that this limit shall not apply to (1) the infringement indemnity; or (2) bodily injury (including death) and damage to real property and tangible personal property caused by Supplier's negligence. Supplier shall not in any event be liable for any indirect or consequential damages, or for loss of profit, business, revenue, goodwill, anticipated savings or data, or third party claims except with respect to bodily injury (including death) and damage to real and tangible personal property for which Supplier is legally liable. For the purposes of this Section, "Contract Value" at any given point in time, means the aggregate value of purchase orders placed by NIC on the Bidder under this project.

37 GT&C - Governing Language: The bid prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Purchaser, shall be written in the English language, provided that any printed literature furnished by the Bidder may be in any another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

38 GT&C - Applicable Law: The contract shall be interpreted in accordance with the Indian laws.

39 GT&C - Notices: Any notice by one party to the other pursuant to the Contract shall be sent in written format by fax/email and confirmed in writing to the address specified for that purpose in the Contract.

40 GT&C – Indemnity:

A	The Supplier shall, at its own expense, defend and indemnify NIC against all third party claims for infringement of patent, trademark, design or copyright arising from use of products or any part thereof supplied by Supplier. Supplier will provide infringement remedies and indemnities for third party products, on a pass through basis. The Supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If NIC is required to pay compensation to a third party resulting from such infringement, the Supplier shall be fully responsible to pay such compensation along with all costs, damages and attorney’s fees and other expenses that a court may finally awards, in the event of the matter being adjudicated by a court or that be included in a Supplier approved settlement. NIC will issue notice to the Supplier of any such claim without delay and provide reasonable assistance to the Supplier in disposal of such claim, and shall at no time admit to any liability for, or express any intent, to settle the claim. The Supplier shall also reimburse all incidental costs, which NIC incurs in this regard. In the event of the Supplier is not fulfilling its obligations under this clause within the period specified in the notice issued by NIC, NIC has the right to recover the amounts due to it under this provision from any amount payable to the Supplier under this project. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement.
B	In the event of the Supplier not fulfilling its obligations under this clause within the period specified in the notice issued by NiC, NIC has the right to recover the amounts due to it under this provision from any amount payable to the Supplier under this project.
C	The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement.

41 GT&C - Right of Selection, Product, Service and Quantity: NIC reserves the right to place Order for the entire, less or more quantity of the products and/or services to be procured through the RFP. NIC also reserves the right to place order for only selected products and/or services as specified in **RFP/10/2017**.

42 GT&C - Assignment: The Supplier shall not assign in whole or in part, the obligations to perform under the contract in respect of **RFP/10/2017**, except with Purchaser’s prior written consent.

43 GT&C - Sub-contractor: The Supplier shall obtain consent of the Purchaser in writing of all Sub-Contracts (if any) to be awarded under the Contract in respect of **RFP/10/2017**, that is not already specified, in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

44 GT&C - Force De Majeure:

A	Notwithstanding the provisions contained herein the Supplier shall not be liable for liquidated damages or termination for default, if and to the extent that its’ delay in performance or other
---	--

	failure to perform its obligations under the Contract is the result of an event of Force De Majeure.
B	For the purpose of this clause “Force De Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser, in the contractual capacity, wars or revolution, fires, floods, epidemic, quarantine restrictions and freight embargoes.
C	If a Force De Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing the Supplier shall continue to perform their obligations under the Contract as far as reasonably practical, and shall adopt all reasonable alternative means for performance not prevented by Force De Majeure clause.

45 GT&C - Termination for Convenience:

A	The Purchaser may by written notice of 60 days sent to the Supplier terminate the Contract, in whole or in part, any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of work under the Contract is terminated and the date on which such termination becomes effective.
B	All payments due to the Supplier till the effective date of termination may be made by NIC within 120 days’ of such written notice for termination.

46 GT&C - Obligation: The entire responsibility of the Supply, Migrate, Installation, Configuration, Commissioning, Demonstration, Management, Maintenance, Monitoring (*strike-out if migration is not applicable*) of Colocation Facility for hosting DC and DR and all related activities in respect of **RFP/10/2017** lies with the Supplier on whom the Purchase Order is placed and with whom the Contract is signed. Supplier to address relevant scope as per solution proposed. The Supplier would be responsible and bear the additional cost (if any), incurred by the Purchaser on account of the above-mentioned obligations.

47 GT&C – Compliance with Terms and Conditions: The Bidder will comply with all the terms and conditions given in this Master Document and **RFP/10/2017**.

48 GT&C – Acceptance of Terms: The Bidder will, by responding to **RFP/10/2017**, be deemed to have accepted the terms of the **RFP/10/2017** and the Master Document.

49 GT&C - No Legal Relationship: No binding legal relationship will exist between any of the Bidders and NIC, until execution of Contract.

50 GT&C – Compliance with NIC’s Information Security Policy/ies: Prior to Supplier deploying any of its Personnel or engaging any person to perform Services for NIC; the Supplier shall, at a minimum, with respect to each such Personnel comply with NIC’s Information security policy/ies (ISP/s), as may be amended from time to time. Supplier hereby acknowledges that it has received a copy of the current ISP/s simultaneously with the execution of this Agreement. Supplier shall not assign any Personnel to perform the Services under this Agreement who does not comply with the provisions of the ISP/s. NIC shall have the right to audit Supplier’s books and records/facilities / location / places prepared or kept in connection with the Services at all reasonable times and places to ensure compliance with the ISP/s, to the extent applicable.

51 GT&C – Risk Title: The Risk, Title, Ownership of the products matching the Technical Specifications as in Volume-II and delivered by the Supplier following issuance of Purchase Order, shall be transferred to NIC upon delivery and receipt by authorized official of NIC. Supplier should ensure that such Receipt is signed, stamped and dated, at respective location of delivery.

52 GT&C - Confidentiality and Non-Disclosure:

Supplier and the Purchaser shall each, when acting in the capacity of a Receiving Party: (i) keep confidential, all Confidential Information disclosed by the Disclosing Party, during the Term of this Agreement and for a 5 year period following the termination of this Agreement; (ii) use the Confidential Information disclosed by the Disclosing Party solely in connection with performing its obligations or exercising its rights and not otherwise for its own benefit or the benefit of any third party; and (iii) not disclose the Confidential Information disclosed by the Disclosing Party to any person, other than a director, officer, employee or professional advisor of a Party, Supplier Group Company, or Purchaser Group Company to any authority, statutory or otherwise to whom disclosure of Confidential Information is necessary for performance of obligations or exercise of rights in connection with this Agreement.

Receiving Party shall ensure that each person to whom it discloses Confidential Information complies with confidentiality provisions no less onerous than those contained in this section, and will remain liable for any disclosure of Confidential Information by each such person as if it makes such disclosure.

Receiving Party shall, on the Disclosing Party's request, destroy, erase or deliver to the Disclosing Party all of the Disclosing Party's Confidential Information, save where the retention of such Confidential Information is necessary to comply with Applicable Law or otherwise for the other Party to exercise its rights or receive benefits due under this Agreement.

Supplier and the Purchaser both agree that the provisions shall not apply to any information which the Receiving Party can prove: (i) is or becomes public knowledge other than by breach of this section; (ii) was in the possession of Receiving Party without restriction in relation to disclosure before the date of receipt from Disclosing Party; (iii) is received from a third party who lawfully acquired it and who was under no obligation restricting its disclosure; or (iv) was independently developed, without access to any Confidential Information disclosed by the Disclosing Party.

Supplier and the Purchaser both agree that these provisions shall not apply so as to prevent disclosure of Confidential Information by the Receiving Party to the extent that such disclosure is required to be made by any authority of competent jurisdiction or by any Applicable Law, provided that the Receiving Party: (i) gives the Disclosing Party reasonable formal written notice (provided that this is not in contravention of Applicable Law), prior to such disclosure to allow the Disclosing Party a reasonable opportunity to seek a protective order; and (ii) uses reasonable endeavours to obtain prior to the disclosures, written assurance from the applicable entity that it will keep the Confidential Information confidential.

53 GT&C - Arbitration Clause: If any dispute or difference shall arise, such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to such the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon the Contract that award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

54 GT&C - Format of Contract between successful Supplier and National Insurance Company Limited (NIC) *****

FORMAT FOR CONTRACT BETWEEN SUPPLIER AND NATIONAL INSURANCE COMPANY LIMITED (NIC)

THIS Memorandum of Understanding/Agreement is made on this _____ day of _____, 20__ BETWEEN M/s. _____ and carrying on business at _____ (hereinafter referred to as “SUPPLIER” and shall include its heirs, successors or permitted assigns) of the First Part and NATIONAL INSURANCE COMPANY LIMITED, a Company registered under the Companies Act, 1956 having its registered Head Office at 3, Middleton Street, Calcutta – 700 071 (hereinafter referred to as “PURCHASER” and shall include its heirs, successors or permitted assigns) of the Second Part.

WHEREAS the Vendor is in the business of a) supply/ /installation/implementation/migration/support (strike-out if migration is not applicable) **Supply, Migrate, Installation, Configuration, Commissioning, Demonstration, Management, Maintainance, Monitoring** (strike-out if migration is not applicable) **of Colocation Facility for hosting DC and DR**, being party of the Second Part herein.

AND WHEREAS the Purchaser intends to Procure a) **Supply, Migrate, Installation, Configuration, Commissioning, Demonstration, Management, Maintainance, Monitoring** (strike-out if migration is not applicable) **of Colocation Facility for hosting DC and DR** and has explained to the Supplier the purposes and uses for which the procurement is being made.

AND WHEREAS the Supplier has assured that the Solution in respect of a and b as mentioned above which they would supply would be fit for the purposes of the Purchaser and has been agreed to relieve the “PURCHASER” from the Principle of “CAVEAT EMPTOR” being the Purchaser is a mere consumer hereby it is better to rely on SUPPLIER as to the fulfillment of the purpose/s of the purchase/procurement and/or installation and maintenance.

AND WHEREAS the Purchaser invited bids from Bidders for submitting bids for supply of all the mentioned in the Purchaser’s Invitation in the Master Document and in RFP No. **NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017**, containing broad terms and conditions, for the supply, installation, commissioning, maintenance etc. as detailed in the RFP document.

AND WHEREAS the Supplier submitted a bid and bids were submitted by some other Bidders.

AND WHEREAS out of the several bids when opened the Purchaser found the price quoted by the Supplier for **NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017** to be eligible to be awarded the contract.

AND WHEREAS the Purchaser would place orders on the Supplier for the purchase as mentioned in the Master Document, RFP No. **NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017** and in the bid/offer Papers on the terms, conditions and specifications mentioned therein and in the Purchase Order issued on _____ 20__.

AND WHEREAS the parties herein intend to set out the terms and conditions for such purchase and maintenance and matters connected therewith and to define the mutual rights and obligations of the parties herein.

NOW THESE PRESENTS WITNESSETH and the parties herein agree as follows:

1. Scope:
The Master Document, RFP No. **NIC NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017**, and the bid/offer documents will form part of and shall be deemed to have been incorporated in these presents but in case of any conflict between any term in the said documents and in these presents the term of these presents will have overriding effect and the said documents have to be read and will have effect subject to these presents.
2. Resolution of Disputes: Insert **Section - 53**
3. Prevention of Corruption: Each Party shall comply with all Applicable Laws relating to bribery and corruption and shall not do, or omit to do, any act that will cause the other Party to be in breach of any such Applicable Law, and in doing so: (i) shall not give or receive any bribes, including in relation to any public official; and (ii) shall maintain an

effective anti-bribery compliance regime, that monitors compliance and detects violations.

4. Notices:

For the purpose of all notices, the address of the Supplier and the Purchaser shall be those given in the beginning of these presents.

As the Purchaser's Registered Head Office is situated within the Jurisdiction of the High Court at Calcutta all disputes and differences are subject to the Jurisdiction of The Calcutta High Court.

5. Compliance with Terms and Conditions:

The Supplier will comply with all the Terms and Conditions given in this Master Document, RFP No. **NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017** and bid Offer.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED SEALED AND DELIVERED FOR _____

By the hands of Shri/Smt. _____

In presence of Shri/Smt. _____

In presence of Shri/Smt. _____

SIGNED SEALED AND DELIVERED FOR 'NIC'

By the hands of Shri/Smt. _____

In presence of Shri/Smt. _____

In presence of Shri/Smt. _____

55 Format for Integrity Pact

INTEGRITY PACT BETWEEN

National Insurance Company Limited (NIC) hereinafter referred to as "PURCHASER" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)
AND

..... hereinafter refer to us "The Bidder/Contractor"
(which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

Preamble

The PURCHASER intends to award, under laid down organizational procedures, contract for Procurement under **NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017** (hereinafter referred to as the

'Project'). The PURCHASER necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the PURCHASER may appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project.

Section 1 – Commitments of the PURCHASER

(1) The PURCHASER commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a) No employee of the PURCHASER, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.

b) The PURCHASER will, during the tender process treat all Contractor(s)/Bidder(s) with equity and reason. The PURCHASER will in particular, before and during the tender process, provide to all Contractor(s)/Bidder(s) the same information and will not provide to any Contractor(s)/Bidder(s), confidential/additional information through which the Contractor(s)/Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The PURCHASER will exclude from the process all known prejudiced persons. The PURCHASER shall obtain bids from only those parties who have been short-listed or pre-qualified or through a process of open advertisement/web publishing or any combination thereof.

(2) If the PURCHASER obtains information on the conduct of any of its employees, Contractor(s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the PURCHASER will inform the Chief Vigilance Officer and subject to its discretion, can additionally initiate disciplinary actions.

(3) The PURCHASER will enter into agreements with identical conditions with all Contractor(s)/Bidder(s), in the different Work Packages in the aforesaid Project/s.

(4) The PURCHASER will disqualify from the tender process all Contractor(s)/Bidder(s), who do not sign this Pact or violate its provisions.

Section 2 – Commitments of the Bidder(s) / Contractor(s)

(1) The Bidder(s) / Contractor(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the PURCHASER's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the PURCHASER as part

of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign PURCHASERs, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

(e) The bidder(s) / Contractor(s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and/or exclusion from future contracts.

(1) If the Bidder(s) / Contractor(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the PURCHASER, at its sole discretion, is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or terminate the Contract, if already awarded, for that reason, without prejudice to any other legal rights or remedies available to the PURCHASER under the relevant clauses of the tender/contract.

(2) If the Contractor(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the PURCHASER will also be entitled to exclude such Contractor(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the PURCHASER, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.

(3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the PURCHASER will be entitled to exclude the contractor from further tender/contract award processes.

(4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.

(5) If the Contractor(s)/Bidder(s) can prove that he has restored/recouped the damage to the PURCHASER caused by him and has installed a suitable corruption prevention system, the PURCHASER may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

Section 4: Compensation for Damages

(1) If the PURCHASER has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit(EMD)/ Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/Contractor(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Contractor(s)/Bidder(s) as may be imposed by the PURCHASER, in terms of Section 3 above.

(2) If, at any time after the awarding of the Project, the PURCHASER has terminated the contract according to Section 3, or if the PURCHASER is entitled to terminate the contract according to Section 3, the security Deposit/Performance Bank Guarantee furnished by the

Contractor, if any, as per the terms of the Contract shall be forfeited without prejudice to any other legal rights and remedies available to the PURCHASER under the relevant clauses of General/Special Conditions of Contract. The Contractor(s)/Bidder(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Bidder(s)/Contractor(s), as may be imposed by the PURCHASER in terms of Section 3 above.

Section 5: Previous transgression

(1) The Bidder(s)/Contractor(s) herein declares that it has committed no transgressions in the last 3 years with any other Company in any country confirming to the anti-corruption approach as detailed herein or with government/ any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

(2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/Contractor(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such and the Bidder(s)/Contractor(s) can be black listed in terms of Section 3 above.

Section 6: Independent External Monitor / Monitors

(1) The PURCHASER shall, in case where the Project Value is in excess of Rs One Crore and above, may appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.

(2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the CMD, NIC. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid Monitor.

(3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the Chairman-cum Managing Director, NIC.

(4) The Bidder(s) / Contractor(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the PURCHASER including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality.

(5) The PURCHASER will provide to the Monitor, sufficient information about all meetings among the parties related to the Project, provide such meetings could have an impact on the contractual relations between the PURCHASER and the Contractor.

(6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the PURCHASER and request the PURCHASER to discontinue and/or take corrective action, or to take other relevant action(s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.

(7) The Monitor will submit a written report to the CMD, NIC within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.

(8) If the Monitor has reported to the CMD, NIC, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, NIC, has not, within the reasonable time taken visible

action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer, NIC.

(9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.

Section 7: Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the PURCHASER obtains knowledge of conduct of a Bidder/Contractor or any employee or a representative or and associate or a Bidder/Contractor, which constitutes a criminal offence under the IPC/PC Act, or if the PURCHASER has substantive suspicion in this regard, the PURCHASER will forthwith inform the same to the Chief Vigilance Officer, NIC.

Section 8: Duration of the Integrity Pact.

The Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Contractor(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded. If any claims is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD of NIC. The Bidder(s)/Contractor(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes/is brought to the notice of the PURCHASER, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Contractor(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the PURCHASER.

Section 9: Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the PURCHASER, i.e Kolkata.

(2) Changes and supplements as well as termination notice need to be made in writing.

(3) If the Bidder/Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid and binding. In such a case, the parties will strive to come to an agreement in accordance to their original intentions.

(5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the PURCHASER)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place_____

Date_____

56 GT&C – Sample Manufacturer’s Authorization Form (MAF) [Applicable for bidder addressing migration and cabling scope] :

SAMPLE FORMAT FOR MANUFACTURER’S AUTHORIZATION FORM

To
NATIONAL INSURANCE COMPANY LIMITED
Head Office: 3, Middleton Street,
Kolkata – 700 071.

Dear Sir,

Sub.: RFP **NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017**

We who are established and reputable manufacturers of Having factories at do hereby authorize M/s. (Name and Address of Supplier/Authorized Partner) to bid, negotiate and conclude the contract with NIC against RFP No. _____ for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per respective Clauses in the General Terms & Conditions of the Master Document and the RFP No. _____ for the goods offered for supply against this invitation for bid by the above firm.

We hereby further confirm that the solution quoted by our partner including on-site warranty as applicable under terms of the Master Document and RFP No. _____, has been examined and vetted by us. We also confirm that all the Part Codes (product and warranty) quoted by our partner are OK and the solution quoted by our partner will work as per requirements specified by NIC.

Yours faithfully,

(Name)
For and on behalf of
M/s.

Signature of Manufacturer
Dated:
Place:
Sd. /-Seal

Note: This letter of authority should be on the letterhead/certificate form issued by the manufacturing concern and should be signed by a person competent and having the power of Attorney to bind the manufacturer.

57 GT&C – Sample Format of Warranty

Sample FORMAT OF WARRANTY (For each item quoted)

This free of charge warranty shall start and shall remain valid for 5 Years for Components of RFP for Procurement of Colocation Facility for hosting NIC’s DC and DR for items supplied against RFP No. **NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017** from the last date of installation of the equipments that has been delivered and installed, commissioned, tested and accepted.

We warrant that everything to be supplied by us hereunder shall be free from all encumbrances, defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered shall be in full conformity with the specifications, drawings of samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This warranty shall survive inspection of and payment for, and acceptance of the goods, but shall expire on completion of the period for Components of RFP for Procurement of Colocation Facility for hosting NIC's DC and DR as applicable. **In case of Migration, the Bidder has to provide 1 Year Hardware Warranty & 25 Years Performance Warranty from OEM, after completion of work in respect to the intelligent cabling and allied hardware components**

The obligations under the warranty expressed above shall include all costs relating to labour, spares, maintenance (preventive and unscheduled), and transport charges from site to manufacturer's works and back for their repair/adjustment or replacement at site of any part of the equipment which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by the Purchaser to the Supplier.

The Supplier warrants and undertakes that in case any defect be found within the defined period from the acceptance of the goods and installation thereof the Supplier will attend to the problem within the defined time period (also refer **Section - 27**) of lodging of the complaint by the Purchaser either by Letter, over the telephone, by fax, email or by other modes of communications. Wherever it is required to replace any part, the Supplier undertakes to replace the part within the defined time period **Section - 27**, of attending the call. In case of failure from supplier's side NIC may request any third party supplier to maintain the equipments and the cost thus incurred will have to be reimbursed by the Supplier to the Purchaser, failing which the Purchaser has the right to encash the Performance Bank Guarantee without endangering any provisions of warranty written or otherwise expressed and the concerned warranty will remain in full force.

Moreover we agree to warranty clauses as per respective Clauses in the General Terms & Conditions of the Master Document and RFP No. **NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017**.

Signature of Bidder
 Dated :
 Place :
 Seal :

58 GT&C – OEM Certified Part Numbers including for Warranty, AMC [Applicable for bidder addressing migration and cabling scope] :

Sample format for OEM Certified Part Numbers and the description of the components against those Part Numbers (Hardware, Software, Warranty/AMC etc)		
Sl.N o.	OEM Part No.	Description of the components against respective Part No. (Certificate from OEM should be attached)
Note: All the Hardware quoted in this Section, should not be out of support for at least a period of 5 years from the date of this Certificate		
Signature of Bidder:		
Dated:		
Place:		
Seal:		

59 GT&C - Performance Bank Guarantee

FORMAT FOR PERFORMANCE BANK GUARANTEE

BANK GUARANTEE FOR PAYMENT (TO BE SUBMITTED IN NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE PURCHASED IN THE NAME OF THE ISSUING BANK)

To
National Insurance Company Ltd.
Head Office
3, Middleton Street
Calcutta-700 071

Dear Sirs,

RFP No.: - **NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017**

In consideration of your having placed Purchase Order for purchase of items as per RFP: **NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017** with and your agreeing to pay the aforesaid M/s.

.....(hereinafter referred to as 'The Supplier' and shall include his heirs, successors and permitted assigns) a sum of Rs..... (Rupees.....) as and by way of payment in terms of the Contract/Supply Order/Purchase Order No/s. Dated with you (hereinafter referred to as 'PO') on your agreeing to furnish to you with our guarantee in the manner hereinafter contained, we (Bankers Name) located atwith registered office at

DO HEREBY COVENANT AND AGREE AS FOLLOWS:

We, Bank Ltd. having our office located at do hereby undertake to indemnify National Insurance Company Limited or their heirs, successors or permitted assigns (hereinafter referred to as 'NIC') and keep indemnified to the extent of the sum of Rs (Rupees) from and against all losses and damages that may be caused to NIC in relation to the payment to be made by NIC to the Supplier as aforesaid by reason of any default or defaults on the part of the Supplier in the due supply of plant / machinery / equipment / spares / services for carrying out any work or discharging supplier's obligation as per the said contract in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof and in the event of any default or defaults on the part of the Supplier as aforesaid we shall forthwith on demand and without demur pay to NIC any sum not exceeding in the total the said sum of Rs. (Rupees) As may be claimed by NIC to be due from the Supplier by way of refund of such payment or any portion or otherwise as NIC's losses and / or damages, costs charges or expenses incurred by reason of such default or defaults on the part of the Supplier as aforesaid.

Notwithstanding anything to the contrary, NIC's decision as to whether the Supplier has made any such default or defaults and the amount or amounts to which NIC is entitled by reasons thereof will be binding on us and we shall not be entitled to ask NIC to establish their claim or claims under this guarantee, but will pay the same forthwith on NIC's demand without any protest or demur.

This guarantee shall continue and hold good until it is released by NIC on the applications by the Supplier after completion of delivery of goods / services / terms and conditions at site provided always this guarantee shall in no event remain in force after the day of Without prejudice to NIC's claim or claims arisen and demanded from or otherwise notified to us in writing on or before the seventh day after the said date of expiry of the guarantee which will be enforceable against us notwithstanding that the same is or not enforced after the said date.

Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period this agreement till such time with the Supplier's consent on the request by NIC, provided the terms and conditions relating to the extension of the Guarantee are satisfied.

NIC will have the fullest liberty without affecting this guarantee, either to vary, or to modify and to revoke any of the terms and conditions of the said PO or to extend the time of performance of the Supplier or to postpone for any time or from time to time any of NIC's rights or powers against the Supplier and either to enforce or to forbear to enforce any of the terms and conditions of the said PO and we shall not be released from our liability under this guarantee by the exercise of NIC's liberty. With reference to matters aforesaid or by reason of any time being given to the Supplier, or any other forbearance, act or omission on NIC's part or any indulgence by NIC to the Supplier or by any variation or modification of the said PO or any other act, matter or things whatsoever, which under the law relating to sureties, would but for the provisions hereof, have the effect of so releasing us from our liability hereunder provided always nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. (Rupees.....) As aforesaid or extend the period of the guarantee beyond the said day of Unless expressly agreed to by us in writing.

This guarantee shall not in any way be affected by NIC's taking or varying or giving up any securities from the Supplier or any other person, firm or company on their behalf or by winding up, dissolution, insolvency or death as the case may be of the Supplier or his company/firm.

In order to give full effect to the guarantee herein contained, NIC shall be entitled to act as if we were your principal debtors in respect of all NIC's claims against the Supplier hereby guaranteed by us as aforesaid.

Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all NIC's claim or claims against the Supplier from time to time arising out of or in relation to the said PO and in respect of which NIC's claim in writing is lodged on us on or before the seventh day after expiry of this guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, email or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been lodged / given / submitted when the same is posted.

This guarantee and the powers and provisions herein contained, are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to NIC by us and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

This guarantee shall not be affected by any change in the constitution of the Supplier or us nor shall it be affected by any change in your constitution or by amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

This guarantee shall come into force on _____ and shall not be revoked by us whether before it's coming into force or any time during its currency without NIC's prior consent in writing.

We further agree and undertake to pay to NIC the amount demanded by NIC in writing irrespective of any dispute or controversy between NIC and the Supplier.

Notwithstanding anything contained hereinabove our liability under this agreement is restricted to Rs (Rupees) . Unless a written claim is lodged on us for payment under this guarantee within seven days of the date of expiry of this guarantee i.e. on or before all NIC's rights under this guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us, discharged.

We have power to issue this guarantee in NIC's favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED ON THE DAY OF FOR & ON BEHALF OF THEBANK LTD.

FOR & ON BEHALF OF
(BANKER'S NAME)

Branch Manager

(Banker's seal)

Address.....

.....
P.S.: The amount referred to above will be as per the terms of payment specified

60 NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017

This is Volume-II of the Master Document.

Instruction to Bidders

The Bidder is expected to examine all instructions, forms, terms, specifications, and other information in Volume-I of the Master Document and the RFP No. **NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017**, Volume-II. Failure to furnish all information required by any of these documents or to submit a Bid not substantially responsive to these documents in every respect will be at Bidder's risk and may result in the rejection of its Bid.

Bidders are advised to study the mentioned documents carefully before participating. It shall be deemed that submission of bid by the bidder has been done after their careful study and examination of the mentioned documents with full understanding to its implications. Any lack of information shall not in any way relieve the bidder of his responsibility to fulfil his obligations under the Bid.

In the event of default by the Bidder with respect to this RFP or the Master Document, NIC may debar the Bidder from participating in any future RFPs' floated by NIC for any purpose.

61 Eligible Bidders The following are the conditions, which are to be necessarily fulfilled, to be eligible for technical evaluation of the Bid. Non-compliance of any of criteria will entail summary rejection of the bid offer. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made along with tender. NIC also reserves the right to verify / evaluate the claims made by the vendor independently. **Only those interested bidders who satisfy the following eligibility criteria should respond to RFP/10/2017: Refer Sections - 61, 65**

A	Minimum Qualifications of the Bidder:
---	--

1	The Bidder should be a Registered Company in India under the Companies Act, 1956 (photocopy of certificate of registration to be provided)
2	The Bidder should be an established and reputed Data Centre Co-location Service Provider and in operation for at least 10 years in India as at 31.03.2018
3	The Bidder should be – ISO27001, ISO20000, ISO 14001, TL 9000, Rated 3 compliant for electrical and mechanical parameter- Relevant undertaking to be submitted by bidder). Necessary documents to be submitted
4	Bidder to submit SOC 1 (ISAE 3402 / SSAE 18) Type 2 examination transmittal letter for proposed DC and DR
5	Bidder has to provide at least 5 references of Government/Public Sector / BFSI/Enterprise that are collocated with service provider. Should be supported by Customer declarations.
6	The Bidder should have at least 2 Data Center Orders of their National Customers, each having order value of at least Rs. One crore within the last 5 years. Should be supported by customer declarations. And The bidder should have one government customer with order value more than 5 crores in last 5 years. Should be supported by Customer declarations.
7	The Bidder should have manpower with certifications in Data Center Operations, with at least 15 professionals on their payroll with CDCP certifications at least once.
8	The Bidder should have an annual turnover of at least Rs. 400 Crores (Five Hundred Crores) from Co-location business for each of the last 3 (three) financial years 2015-16, 2016-17 and 2017-18 (audited balance sheet from last 3 financial years to be provided as per Section - 65.1 . AND, Should have net profit after tax in the last 3 (three) financial years –2015-16, 2016-17 and 2017-18 (audited balance sheet from last 3 financial years to be provided as per Section - 65.1
9	The Bidder should have Co-location facility in at least 5 cities with minimum 10 Data Centers AND, Bidder should be having facilities across India with net white tile area of more than 200,000 Sq Ft and 40 MW of contracted IT power covering at least 3 seismic location.
10	The Bidder should have Toll Free number for fault registration within India, operating 365x24x7 basis
11	The Bidder should not be blacklisted/debarred/denied bidding facilities by any Government Department/ Public sector Undertaking as on the date on bid submission
12	The Bidder should not have filed for Bankruptcy in any country
13	The scope of work include total responsibility for Co-hosting NIC's DC and DR Site. As NIC's NR Site is located in Kolkata, Bidder must propose for co-hosting DC from Kolkata, with proposed location within 25 kms from existing NR Site
14	Proposed DC and DR site should be functional data centre for minimum three years and should have live customer collocated.

61.1 Preparation of Bid

The RFP will be in three parts, viz., Pre-Qualification, Technical and Commercial bid

Bidder has to meet the minimum eligibility criteria as mentioned in the Pre-Qualification Bid

If, on evaluation of the Technical bids it is observed that any one or more items of the product offered in the RFP do not meet the minimum requirements of Specifications, the Company reserves the right to accept or reject the Bid.

The Commercial bids of only those Bidders will be opened who qualify at the Technical bid evaluation stage and whose products are found to meet the specifications offered by them, at a date and time to be specified later.

The Bidder shall prepare the bid in the following manner. Relevant documents, letters, forms, supportings, etc. need to be attached to each part as given below

The BID SECURITY. This would contain only the Bid Security (Earnest Money) amounting to **Rs. 50,00,000.00 (Rupees Fifty Lakhs Only)** by way of BG/DD/NEFT/RTGS in favour of National Insurance Company Limited, payable as per Bank Details mentioned in this document. Non-furnishing of EMD will disqualify the bidder.

The EMD would be returned to the unsuccessful Bidder (without any interest) and on receipt of application, within 90 days of award of Purchase Order to the Successful Bidder. For the successful Bidder, the same would be retained as Security Deposit without any interest till a BG of 10% of Contract Value is received by NIC, in the form of Performance Bank Guarantee (PBG) as per format given in **Section –59**.

The Bid Security Deposit will be forfeited if:

The bidder withdraws his bid at any time before the LOI of PO or Advice for execution is issued against the RFP.

OR

The Bidder fails or refuses to execute the work after having been identified L1 in the bid, before or after LOI/PO/Advice for execution is issued

OR

Fails or refuses to furnish the Performance Bank Guarantee

OR

The Bidder fails or refuses to execute the Contract.

1	The PRE-QUALIFICATION BID. This would contain the proof of transfer of EMD , Bidder Profile Section - 65 , Financial Information Section - 65.1 , Citations Section - 65.2 .
---	---

Any other documents that are required in the process, like client engagement letters or certificates, audited balance sheets, etc. and a **CD** containing the soft copy (both '**PDF**' and '**xls**' formats) of the Pre-Qualification Bid and are also to be included herein.

2	The TECHNICAL BID. This would contain the Technical Bid Letter Section - 63, Section-64.1 Technical Bid Particulars, Format of Warranty, OEM Certified Part Numbers, Technical Compliance, Unpriced Bill of Materials to be submitted with the Technical Bid. Section-66 Statement of Deviation from RFP Terms and Conditions, if any, and Details of the proposed solution, proposed methodology and timeline (in a separate sheet). Any other documents that are required in the proposal process, like client engagement letters or certificates, audited balance sheets, etc. and a CD containing the soft copy (both ' PDF ' and ' xls ' formats) of the Technical Bid and are also to be included herein.
---	---

3	The COMMERCIAL BID. This would contain the Commercial Bid Letter Section - 67, Section - 67.1 Commercial Bid Particulars, Section- 67.2 Commercial Bid. A CD containing the soft copy (both ' PDF ' and ' xls ' formats) of the Commercial Bid is also to be included herein.
---	---

Bidders have to submit their Bid online, on or before the last date and time mentioned in RFP.

	Details of the procedure to be followed for online, is available in Annexure-12 (Volume-II). Bidders have to abide by the same.
--	--

62 Scope of Work

NIC currently has its DC co-hosted in Kolkata, and DR co-hosted in Bangalore, co-hosting facilities provided by M/s. STT GDC India Private LTD. The IT infrastructure currently co-hosted include servers, storage, network, information security, backup devices, etc installed in racks. The Near Site is located at NIC Head Office, Kolkata.

The scope of work include total responsibility for Co-hosting NIC's DC and DR Site. As NIC's NR Site is located in Kolkata, Bidder must propose for co-hosting DC from Kolkata, with proposed location within 25 kms from existing NR Site. The DR site proposed by Bidder can be situated at any other seismic zone of grouping not more than the seismic grouping of current DR city i.e. Bangalore. The DR site should be at a minimum distance of 500 kms from proposed DC site.

The proposed co-hosted sites for DC, DR should be Rated 3 compliant Data Center. The sites offered for co-hosting the DC and DR should conform to the minimum specifications as set out in the detailed requirement in Section-62.2 of this RFP.

The proposed DC, DR for NIC is meant for performing "Critical IT Operations". The Bidder shall therefore adequately plan for high availability for equipments and for the necessary operational support to maintain an uptime of 99.982% p.a. on a 24X7 basis corresponding to the Rated 3 compliant data center requirements of the Uptime Institute (Downtime in a year shall not exceed 1.6 hours). Bidder shall follow the industry standards for the proposed DC, DR, industry standards including but not limited to ISO27001, ISO20000, ISO 14001, TL 9000, and Rated 3 compliant.

The Bidder has to factor in the infrastructure for hosting NIC's IT infrastructure; manage and maintain the same throughout the period of the contract. The Bidder shall maintain & manage all the facilities provided by the Bidder to host NIC's DC and DR Site.

The Bidder is also expected to provide sufficient uninterrupted power, electrical connections, air conditioning, backup power through UPS and Generator, telecom facilities (as part of telecom facility Bidder shall provide necessary junction box / space in the telecom room for multiplexer/s and other equipments.), Surveillance, access control system, fire suppression system, physical security and soft services as applicable for Data Center and as required for the proposed equipment on 24 x 7 basis, in order to maintain uptime of all such facilities as per SLA. Bidder shall also be responsible for extending all links from communication room to the Cage Area in Server Room allocated to NIC. The generic requirements which all the sites should comply should also include the following:

- **Location of Building:** Proposed building housing the DC, DR should not be located in an area known to be susceptible to natural disasters such as tornado/ hurricane hot spots, flood or water logging, seismically active areas, areas in & around volcanic eruptions, etc. The DC should be located in Kolkata (as per requirements) and have adequate infrastructure in terms of roads, power, telecommunication etc. It would be preferable if the data center facilities proposed for hosting DC, DR are housed within an existing complex to provide an additional layer of security at the gate.
- **Building Infrastructure:** The structure of building shall be capable of withstanding external disturbances such as earthquakes, flooding, water seepage, etc. The foundation should be slab on grade with a 5 feet riser. External walls shall be constructed of brick or reinforced concrete of sufficient thickness to resist forcible attacks. Ground level windows shall be fortified with sturdy mild steel grills or impact-resistant laminated security glass. All internal walls shall be from the floor to the ceiling and tamper-proof.
- **Building Strength & Standard Compliance:** The building shall be built to withstand seismic disturbance for complying with Zone IV Seismic Intensity or higher intensity as specified by Indian Meteorological Department (IMD) without any impact on the structure and the services within the same
- **Building Ownership:** The bidder must be the owner of the proposed data center (DC and DR) facilities proposed to NIC or in case of leased premises, an unexpired lease period must be for at least another 12 years. The Bidder shall pay all taxes & comply with the rules and regulations as laid by the Government.

- **Building Insurance:** The building/ property shall be insured on a comprehensive basis against all kinds of disasters.
- **Interference to the Building:** The building shall be located away from interference generating equipment so that the Radio Frequency Interference (RFI) & Electromagnetic Interference (EMI) is avoided/ minimized. The facility shall also be adequately shielded from all sorts of RFI and EMI radiations, preferably with a Faraday's Cage (Server Room) built around the buildings. The building shall be provided with Lightning protection as per the relevant approved code of practice.
- **Susceptibility of building to Hazards, Pollution, and Contaminants:** The facility shall be located away from potential sources of chemical, nuclear and industrial pollution such as factories, manufacturing facilities, sewage treatment plants, Hazardous smoke, fumes/ vapour releasing units to avoid degradation of equipment. The proposed DC, DR area should be isolated from contaminant producing activities or equipment such as photocopier rooms, machine shop, kitchen, loading docks, etc. The fumes released from the exhaust from the generators & similar sources shall be located away from the Air-Handler Units serving the DC, DR.
- **Protection of the building from vibrations:** The building shall not be located in sites near major sources of vibration such as railway stations, airports, mines, etc. which can generate continued or intermittent vibrations.
- **Proximity to neighboring structure:** The building shall preferably be isolated from the neighboring buildings and structures to minimize the risk of susceptibility to activities not associated with the data center operations.
- **Cable path and entrances:** The cable paths and entrances to the building shall be fully sealed to ensure that the pests such as Rodents, Birds, etc. do not enter the building or the DC, DR site. Bidder should have deployed antirodent control system, which keeps the pest out of data centre/location of the building without killing them.
- **Protection of building from Termites & similar insects/pest:** The building shall be adequately protected from infections of Termites/ White Ants and other similar insects, which weaken the building structure. Provisioning of ultrasonic pest repellent should be made. The Bidder will ensure the timely and regular pest control activities in the building.
- **Building Management Services:** The building shall be provided with Building Management Services such as Fire-Fighting, Emergency Alarms, Public Address system, etc for alerting/evacuation of the occupants in case of an unforeseen eventuality. The lifts in the building should have sufficient space and load bearing capacity for carrying the equipments as and when desired.
- **Utility feeds and services for the building:** The building shall be provided with necessary utilities with redundant sources for Electrical Power and Water as well as Optic Fiber cables for providing Network connectivity to the Building from at least three different Service Providers. The building shall need to have its own power generation facility in form of Diesel Generator (DG) sets. AC power feed should preferably be provided from different sources of power (Transformers / Substations) to improve reliability of power to the DC, DR. The building apart from its normal water storage shall have adequate water storage facility for Fire Fighting. The building should have adequate provisioning of diesel storage for running the DG set for at least 36 hours.
- **Mains power feed:** The clean power to the DC, DR should be sufficient to cater the wattage requirement of all the equipment housed in the facilities. The DC, DR should have a committed 99.982% power availability backed by SLAs. The power provisioning per sq ft should be at least 60 watts. Each rack should be provided single/ three phase power from power sockets of 5/ 15 Amp (32 amps 3-phase power sockets on requirement) capacity for complete redundancy. Half the sockets shall be active at any point in time and in the event of failure of any power socket or the customer's SMPS, the passive power socket shall become active automatically. Power supply to each rack should be provided through separate feeds from each UPS.
- **UPS:** The Data Centre shall be provided with On-line Uninterrupted Power Supplies to provide single-phase 230V or 3 phase/ Neutral AC to the desired load. The UPS shall be fully redundant with at least n+1 configuration. The back-up time shall be at least 15 minutes for full load operation during which alternative feed shall provide the input power. The UPS shall be able to cater to 150% of the load to accommodate fault overload conditions. The UPS shall be provided with adequate surge/ spike suppression & isolation/ regulation to control the incoming power and protect the load. The UPS shall also be provided with by-

pass to isolate it for carrying out repair, maintenance or modification without interruption to the load. It is preferable to have the power fed to the equipment sourced from different UPS. The Load shall be connected through a Static switch to provide power redundancy till the respective racks. The Static switch shall be rated to switchover to the alternate source within about 5-6 ms when both input sources to static switch are in synch & within 15-20 ms if they are out of synch. The Power system shall not have any Single Point of Failure (SPOF). Internal full time battery charges with automatic charge monitoring and automatic sensing of power outage condition should be provided.

- **Back-up Diesel Generator (DG) set:** In event of unforeseen eventuality in the Power system leading to failure of AC mains input supply, DG Set shall be required to be provided till AC mains power resumes and is stable. In such a case, the DG set shall come on-line automatically within 10 seconds of AC mains failure. The DG sets shall be rated for full load operation including the Air-conditioning load, Lighting load, etc and shall be operated once every month to ensure continuous availability. The Generator should be kept in a sound proof area to allow continuous operation without disturbance to the community.
- **Arrangement for continuous fuel supply for Diesel Generator sets:** The bidder should have adequate storage facility of fuels for running DG set in the eventuality of erratic fuel supply situation. The fuel should be stored under the appropriate licensing scheme of the Government of India. The storage capacity should be enough to keep the DG set running continuously for 36 Hours.
- **Earthing / Grounding:** The facility shall be provided with a continuous dedicated Earthing for the entire power system so as to avoid a ground differential. The connection to the earth or the electrode system shall have sufficient low resistance to ensure prompt operation of respective protective devices in event of a ground fault, to provide the required safety from an electric shock to personnel & protect the equipment from voltage gradients which are likely to damage the equipment. The Earth Resistance shall not exceed 5 ohm. Relevant IEEE/ BIS standards for grounding of Sensitive Electronic equipment should be adopted.
- **Fire Management Systems:** The facilities shall be protected from Fire using State-of-the-art Automatic Smoke/ Heat Detection/ Alarm & Fire Control mechanism using Code of Practices approved by agencies such as Bureau of Indian Standards (BIS), British Standards Institute (BSI) or National Fire Protection Association (NFPA). The alarms need to be monitored on a 24 x 7 basis & logged for providing reports. The Fire system shall deploy High Sensitivity Smoke/ Heat Detectors (HSSD) and/ or Very Early Smoke Detection Appliance (VESDA) to allow swift detection of heat and/or smoke. Sufficient number of photoelectric sensors should be deployed throughout facility (over head and under floor) for detecting sparks. Fire suppression system shall deploy FM 200 /FE 227 based gas suppression systems with cross-zoned detector systems for all locations including raised floor area. Additionally, Portable Extinguishers (Carbon-di-oxide based extinguishers preferred) shall be placed at strategic stations throughout the Data Centre. Signs indicating the location of the extinguisher shall be placed high enough to be seen over tall cabinets & racks across the room. Tile lifters shall be located at each extinguisher station to allow access to the sub-floor for inspection & for addressing a fire. The Fire Management System shall be tested once a month as a part of Routine Maintenance and certified to ensure functionality at all times and logs kept of all such inspection and certificates.
- **Water detection System:** Water detection systems should be installed in all areas that may be susceptible to leakage.
- **Building Security & Surveillance:** The building shall be guarded by Security Guards preferably armed on 24x7 basis. Apart from physical security, the sites shall have sufficient number of color video cameras, IP based CCTV /Closed Circuit Video Surveillance. The guards of the Bidder shall continuously scan the images from all cameras and video recordings kept for a period of three months to be provided free of cost to NIC on demand. External cameras should be placed for monitoring outside environment also. The nearest police station must be contactable on a direct telephone line on 24x7 basis. NIC shall have the right to deploy its own security personnel at any time if required. Designated NIC officials shall have the right to inspect the DC, DR facilities at any point of time without any prior notice or intimation.
 - **Entry Process inside DC, DR:** The entry of personnel into the DC, DR shall be restricted. No person should be allowed access into the facility or building without proper clearance and required to be escorted at all time. Only pre-authorised officials shall be allowed into the DC, DR using authentication procedures. The

floor space shall be divided into multiple zones for restriction of physical movement and entry into the DC, DR. The Security Guards at the entrance to the building shall scrutinized every visitor before allowing entry into the building. At the reception, the Security officials shall log details of all visitors. Scanning of all personnel before entry into DC, DR is mandatory. At the second level, entry to the DC, DR main entrance shall be using a proximity card coupled with password based numeric access control. Entry into NIC's DC, DR Cage (Server Room) shall be based on Biometric access control. Image of each entrant shall be captured on the CCTV for Security records. Security officials shall monitor all the entrances including the reception on 24x7 basis.

- **Provisioning of staging and storage area in the Building:** The staging area is required to be provided to pack, unpack, and handle the IT equipments and to reduce the possibility of entry of air-borne particles and contaminants in the DC, DR Cage (Server Room). Dedicated Storage Area is to be provided for NIC in the facility proposed for hosting NIC's DC, DR.
- **Material movement:** Adequate access shall be provided to allow entry of material from loading dock, freight elevator or appropriate entrances. The doors in the facility shall be built to ensure unobstructed entry of equipment into the DC, DR Cage (Server Room). The flooring shall be smooth, free of encumbrance with required ramps to allow passage of the equipment into the DC, DR Cage (Server Room). Access to the services area such as AHU rooms, UPS Room, etc. shall preferably have separate entry & exit to avoid interference to the operations in the DC, DR Cage (Server Room). Sufficient width shall be available in the corridor, aisles and doorways for passage of equipment to the DC, DR Cage (Server Room).
- **Provision for expansion:** Space requirements for DC, DR at respective locations have been specified. However, there should be a provision for the expansion/ scalability of the DC, DR if required in future. Considering the existing space requirements and future expansion, the allocation of space shall be done accordingly and mutually agreed.
- **Emergency Services for the Building:** The building shall need to have adequate access for entry of personnel to carry out duties towards emergency services such as Fire Brigade, etc to provide access to the building structure in event of an unforeseen eventuality. The premises shall have access for delivery trucks. Emergency Fire Exit including escape staircase shall be kept free of any obstacles all the time. Special arrangements must be in place for evacuation of physically handicapped personnel. The building shall have provision for parking of emergency power generation & air-conditioning vans essential during prolonged outage of such essential services.
- **Building evacuation procedure:** Procedures for the safe evacuation of personnel in an emergency shall be visibly pasted/ displayed at prominent places in the building. Periodic training & evacuation drills shall be conducted to ensure all time readiness for all occupants including NIC personnel if deployed on regular basis.

NIC has invested in Intelligent Cabling at its current DC and DR, Specifications, OEM, BoM in **Section - 69** . The complete electrical and intelligent cabling work is to be executed by the Bidder by working back with NIC and its designated OEM and System Integrator/s, at no extra cost to NIC. Cabling scope to be addressed by bidder proposing change in existing DC location and respond to commercial bid for migration and cabling in **section 67.3**.

The Bidder is required to provide the remote hands support at the DC and DR Site(s).

The Bidder has to ensure that the desired objective of the hosting NIC's IT infrastructure is completely met. The bidder must be the owner of the proposed data center (DC and DR) facilities provided to NIC or in case of leased premises, an unexpired lease period must be for at least another 12 years. The Bidder is expected to provide the end to end solution for Co-hosting and is expected to absorb any other cost of material / services if any not particularly listed below.

Onsite Support Services: Remote hand support (RHS) service

- Hard Reboot of a Server
- Pushing a button or switching a toggle
- Power cycling. (E.g. turning off and on Equipment)
- Observing or describing Equipment indicator lights (physical observation of the server such as server LED status, power LED & occurrence of noises etc.)
- Basic observation and reporting of physical attributes on NIC's Hosted Infrastructure
- Changing pre-labeled NIC provided tapes on an incidental basis
- Securing or verifying cabling to connections within customer setup only.
- Modifying existing basic cable layout (such as Ethernet or FDDI connections)(i.e. Swapping or changing the ports.) excludes fault finding and restoration.
- Inserting NIC provided media (CD/DVD) for Application loading
- Co-ordination with the Local Vendor / Courier Agency for Material to be accepted & to be sent back to NIC/OEM/SI based on the RMA & vendor details provided by NIC.
- Replacing NIC provided HW components with NIC provided spares upto 5kg of weight.
- Physical Installation of New Router Card without switching off or doing any configuration changes to NIC's equipment as per instruction by the customer.
- Only Online replacing NIC provided HW Components with spares provided by NIC which has upto 5kg of weight.
- Escort Services for NIC's representative to the DC.

Scope under migration to be addressed by bidder proposing migration

Migration: Dismantling, Transportation, Installation of the existing IT Infrastructure and application at existing DC and DR to Bidder's proposed co-location facility for hosting NIC's DC and DR. Since NIC is running mission critical application NIC can only provide down time for following applications and hardware in the manner as detailed below:

Application List: (All applications are in production)

Non-Core Applications

eBao General Insurance System		Oracle Application	
.		Quotation	.
.	Policy Admin System	.	Siebel CRM
.	Product Configuration	.	Data warehouse & BI
.	General Claims	.	WebCentre (Portal)
.	Reinsurance System	.	Hyperion
.	Sales Channel	.	SOA-Fusion Middleware
	Management	SAS	MDM
		.	Analytics
		EMC	Documentum
		.	
		TCS	
		.	Investment Software

			Reinsurance Software
			Genisys
			Genisys Enterprise Module
		Others	
			Lotus Notes
			BMC Remedy
			Custom-built in-house applications
			Other standalone applications

Downtime for Migration:

- Non Production – (Friday Midnight to Sunday 6:00 PM)
- Production – Bidder to engage with NIC’s current SI partner for Core Insurance, M/s. HCL technologies, Portal Apps M/s. TCS and current Network Partner M/s. Dimension Data and M/s. Sify to plan migration of production environment. NIC can give only one single window downtime of 6 hours (Saturday Night 12 to Sunday morning 6) if any downtime is required for migration. Vendor to quote one time migration cost towards this project. Complete scope and deliverable to be owned by bidder.
- Migration to be carried out by CDCP certified professional
- Bidder to share detailed migration plan on following points
 - *Project Execution Methodology and Risk Mitigation Plan*
 - *Details of Proposed Facility*
 - *Project Plan & Adherence to Timelines including,*
 - *Prepare HLD and LLD in consultation with OEM and NIC*
 - *Design and document a Project implementation plan with significant milestones marked on it.*
- The installation will include proper mounting, labeling, tagging of all the equipment and providing network and power connections.
- The successful bidder shall co-ordinate and co-operate with the other vendors appointed by NIC so that the work shall proceed smoothly without any delay and to the satisfaction of NIC.
- No extra claim shall be entertained on account of all/part of any job redone on account of bidder’s negligence which results into damages/losses during execution of the job. Also, any component(s) required to deliver the solution after release of Purchase Order shall have to be provided by the successful bidder. All such cost shall be borne by the bidder.
- The vendor has to provide complete escalation matrix which should be updated and sent to NIC as and when there is a change.

Inspection and Acceptance Procedure: Physical Inspection and preliminary testing of the solution shall be done by NIC/NIC’ SIs’, in the presence of representatives of the Bidder and will comprise of the following:

- *Physical verification of equipment as per the supply contract.*
- *Physical inspection of the equipment for any physical damage.*
- *“Power on self-test” to ascertain that no product/s is dead on arrival.*

Service-Delivery and Project Management: required only during implementation migration (applicable for bidder proposing migration)

The selected vendor will have to post an onsite Service-Delivery Manager (SDM) immediately after the signing of the Contract. The SDM Should be a CDCP certified professional. The detail of SDM should be conveyed in writing to NIC within 2 weeks of receipt of purchase order. The onsite Service-Delivery Manager will be required to be posted for the entire implementation period and has to sit on-site at NIC HO -IT, Kolkata office. The onsite SDM should have the following minimum profile:

- Minimum 5 years of Data Center management experience
- ITIL aware and having knowledge of Service Delivery processes.
- Minimum 8 years of Program Management experience.
- Experience of handling/managing teams (Minimum 20 reportees).

The responsibilities of the On-site Service-Delivery Manager as a part of support are as follows (indicative but not exhaustive):

- Act as a Single Point of Contact (SPOC) for the entire project
- Responsibility for the entire execution & management of the project after receipt of purchase order. Overall monitoring of project
- Coordination for Migration/Installation in stipulated time frame
- Call flow management, Quality Service Delivery
- On-site Team management
- Overall monitoring and management of network gateway security and related services
- SLA management and reporting
- Submission of periodical Reviews and reports required by NIC.
- Crisis management and Emergency response procedures.
- Preparation and submission of detailed Project documentation to NIC (Purchase Order wise) and progress of initiatives taken by NIC.
- He should be placed at NIC premises during NIC's office hours. However, the hours may be extended whenever required.

The Vendor shall submit to NIC, the name and contact details, including address, telephone number, mobile number, FAX number/email address of the nominated Service-Delivery Manager.

It is mandatory for the concerned Service-Delivery Manager to have structured meeting with NIC once a week, preferably on Monday, during the implementation period from the date of receipt of the first Purchase Order by the vendor. Weekly meetings should be held till the project is entirely rolled out.

In short, Onsite Service-Delivery Manager shall carry out and coordinate the various tasks involved in the project like Project scheduling, tracking, monitoring, identifying risks, liasoning with all stake holders (OEM, SIs, vendors back-end teams etc.) and reporting to NIC on the overall progress of the project, etc. No charges will be payable by NIC for the onsite Service-Delivery Manager.

62.1 Service Level Agreement – Refer Section - 27

Service Level Guarantee for colocation services

Power Supply Availability: Bidder shall guarantee the availability of the electrical power supply ("Power Supply Availability") in the Colocation Space as set out below.

- **Power System:** The Power Supply Availability shall be determined by flow of electricity on both the duty and standby sub-feed breakers supplied to NIC by Bidder serving the Colocation Space. NIC will be entitled to the Power Supply Availability Service Credits if it subscribes to both primary and secondary feeds and has installed the primary and secondary feeds to NIC's Equipment. Power Supply Availability Service Credits applies when both primary and secondary feeds fail concurrently. In the event of an outage, Bidder shall immediately take steps to identify the cause including external causes and take such steps as are necessary to activate auxiliary power supplies including the generator systems and redundant UPS Systems.

- Power Supply Availability shall be measured by Bidder's Building Management System ("BMS") or other electrical metering device serving the Colocation Space.

CRAC (Computer Room Air Conditioning) Availability: Bidder shall guarantee the availability of the CRAC supply ("CRAC Availability") in the Colocation Space as set out below. The same will be measured in cold aisle by Bidder's Building Management System ("BMS") or on return air at CRAC unit level as applicable.

- Average temperature of 70 to 75 degrees Fahrenheit (21 to 24 degrees Celsius) on a daily basis under 100% Customer Equipment load condition; and
- Average Relative Humidity from 40% to 60%.

Service Credits: If Bidder fails to maintain the Power Supply Availability and or the CRAC Availability in any whole calendar month of the Term due to the act or omission of Bidder, then NIC shall be entitled to receive a credit against the Monthly Recurring Charge (MRC) for use of Co-location place, as set below ("Service Credits"). The Service Credits will be paid in respect of Colocation Space which was affected. The Service Credits are set out below:

- | Duration of Power Supply or CRAC Unavailability | Service Credit |
|---|----------------|
| • Below 5 minutes | No Credit |
| • Every 5 additional minutes | 2% of MRC |
| • 25 minutes to 6 hours | 10% of MRC |
| • 6 hours to 12 hours | 15% of MRC |
| • 12 hours to 24 hours | 20% of MRC |
| • Over 24 hours | 25% of MRC |

The Service Credits are aggregated so that if Power Unavailability in any month is 3 minutes and CRAC Unavailability is 4 minutes the total will be 7 minutes so that 2% of MRC shall be paid. The aggregated Service Credits claimed in any calendar month shall not exceed the amount equal to one-quarter of the MRC for the affected Colocation Space.

For availing Service Credits, NIC will notify Bidder of any event giving rise to entitlement to a Service Credit within five (5) days of such event so that Supplier can open a trouble ticket regarding said event. NIC will provide Bidder with a email request for a credit due hereunder within thirty (30) days of the applicable event giving rise to the credit.

If NIC is entitled to receive credits on more than one guarantee as set forth herein due to the same service-affecting incident, NIC will only receive the largest possible credit that it would otherwise be entitled to receive under a single guaranteed criterion.

Credits will be reflected on the second invoice following the billing month in which the Service-affecting event occurs.

Any credits accrued but remaining unused after termination of the applicable Service may only be applied to charges accruing to the affected Service or new purchases of Bidder's Services. All unused credits will expire upon the expiration of the project period or upon the expiration or termination of the last Customer Order Form with Bidder, whichever is later. Termination of a Customer Order Form, the GTC or MSA due to NIC's non-payment or other breach will void all accrued, but unused credits.

Exclusions: The following outages shall be deemed to be excused outages for the purpose of calculating the Power Supply Availability or CRAC Availability:

- anything which is not due solely to the fault or negligence of Bidder or its employee(s), agent(s), contractor(s); or
- anything which arises as a result of any decrease of availability or unavailability of the Power Supply or CRAC which is due to (i) inherent defect(s) in the design of any part of the Power

Supply or CRAC where such design was specified by NIC or (ii) inherent defect(s) in the design of any part of any system(s) of NIC; or

- anything caused by a Force Majeure Event; or
- any misuse of the Power Supply or CRAC by NIC or its employees, servants, agents, contractors or customers;
- any Planned Maintenance or Emergency Maintenance; or
- Any restrictions imposed on Bidder by NIC, which prevent or delay the performance of Bidder's obligations including but not limited to restrictions on the Bidder's right of access to the Colocation Space resulting in Bidder's failure to perform necessary maintenance or emergency work in time.

62.2 Minimum Technical Specifications and Compliance of RFP for Procurement of Colocation Facility for hosting NIC's DC and DR

SL. No.	Minimum Technical requirement	Compliance (Yes/No)	Reference Document name, page number, with highlighted paragraph
DC: Location within 25 Kms of NIC Head Office, Kolkata			
1	The Bidder's proposed DC site is less than 25 Kms from the NIC existing NR Site		
2	The DC Site should have a load bearing capacity of minimum 700 Kg/ Sq mtr		
3	Freight Lift - The DC should have a freight lift for ease of movement of Servers and High density Hardware devices		
4	The Server Room area should have a raised floor height of 2ft		
5	The Server Room height from raised floor to false ceiling should be at least 8ft		
6	Diesel Tanks (for generators) - The data centre should have high capacity diesel tanks for ensuring 36 hour power backup with contracts for fuel supply on demand		
7	The design for cooling infrastructure at the data centre should be in lines with standard guidelines to support high density cooling needs		

8	Redundant CRAC units to facilitate High density cooling needs		
9	Average temperature of 70 to 75 degrees Fahrenheit (21 to 24 degrees Celsius)		
10	The humidity at the data centre should be maintained at 50 % +/- 10% RH.		
11	The Server Room should have advanced fire detection & suppression system through systems like VESDA & FM 200 /FE 227 respectively.		
12	The DC should have microprocessor based system to detect water leakage within a short period of time		
13	The DC should have electronic rodent control systems with operatability on varied frequency range		
14	A separate Cage dedicated for the NIC within the Server Room		
15	Access card entry for the Server Room area		
16	Biometric Access to the Caged Area in the Server Room on 24 x 7 basis		
17	Security for the building to be available 24*7 at the entry / exit levels.		
18	Power should be available from two different power sources		
19	Two separate power paths from the UPS to be provided to the server / network communication room.		
20	UPS should be configured in redundant mode N+N		
21	The DC Caged Area should accommodate at least 102 number of standard rack (600 x 1000 , 42 U) having 2 tiles (1200 mm) for cold aisle and 2 tiles (1200 mm) for hot aisle		
22	Power provisioning for average 6 KVA per rack however some racks may require maximum 18 KVA peak rated power		
23	Power of approximate 523 KVA peak rated to the NIC Cage area in the Server Room. Additional power if required to be made available.		
24	Povisioning of 300 x 105 mm overhead basket trays within the Server Room and Cage Area for LAN cabling		
25	32 amps 3-phase power sockets will be made available by Bidder as per requirement		
26	The proposed Server Room Caged area should be well covered in the fire detection and suppression system.		

27	The building, Server Room, Caged area should be provided with Water Leak detection system and fire alarm system.		
28	There should be CCTV monitoring for surveillance of the Server Room area. The CCTV surveillance should cover Caged area and other critical areas where NIC's components are placed. Activities to be recorded and the archival should be kept for at-least one month.		
29	Proposed site should be Rated 3 compliant for electrical and mechanical parameter		
30	Entry & Exit should be restricted and monitored and should also be in CCTV surveillance coverage		
31	Smoke detection and fire suppression for the building to be available.		
32	Telecom junction box, multiplexers of various service providers to be available in and around the building.		
33	If the Telecom junction box, multiplexers of service provider from whom NIC would be getting the links is not available then the Bidder should allow the commissioning of the same.		
34	The co-hosting facility service provider should extend the link terminated by the link service provider on the junction box till the Caged Area in Server Room where the NIC equipments will be located.		
35	All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The vendor should manage the BMS activities on a 24*7 basis or as NIC decides.		
36	The doors for the server room, communications room, and other critical areas should be minimum 1 hour fire rated		
37	The Server Room / Hall area should have precision air conditioning with redundancy.		
38	The entire solution should be automatic with power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source.		
39	99.982% Uptime is required for the DC Environmental Infrastructure.		
40	Audit reports of people accessing the Server Room should be available as and when required by NIC.		
41	Share the video monitoring data in case required by NIC		
42	Availability of 3 phase, 4 wire power system		

43	Bidder shall provide the electrical cabling required for the racks to be hosted in the data center		
44	Seating area provided to the NIC shall have the network connection facility available between the seating area and the Caged Area via crossconnect		
45	STS for Single power sourced Equipments should be provided		
46	Carrier dense facility, diverse cable risers and availability of multiple carriers. Minimum 5 carriers to be available at proposed DC site		
47	Dedicated seating space operating on 24x7 basis that connects back to COLO network		
48	Monitoring of electrical and mechanical infrastructure supporting Caged Area on 24x7 basis using BMS servers		
49	Bidder shall provide monthly reports on Temperature, Humidity, Entry and exit Access log		
50	Specification for CAC : Fire Retardant Rigid UL V-0 Plastic 3 mm sheet , 100 % transparent		
51	Specification for Rack : 600 x 1000 mm , 42U with base frame , double lockable perforated door with vertical power strips		
52	Specification for Socket : 3 pin , IEC60309 compatible , 32 amp with plug and socket		
53	Specification for active tile : 1500 –2000 CFM , 600 x 600 mm with active fan and sensors		
54	Specification for cage : Perforated mesh type cage with biometric lock and provision of manual locking		
55	Specification for camera : Fixed Dome type , recording minimum 30 fps , integrated with BMS system		
56	Specification for Biometric: HID make ,biometric reader at door for two factor authentication integrated with BMS system		
57	Specification for 3 phase socket : 5 pin , IEC60309 compatible , 32 amp with plug and socket		

58	Specification for High CFM grill : 1000 CFM		
DR: DR site in by any other seismic zone not more than the seismic grouping of current DR city i.e. Bangalore, and at a minimum distance of 500 kms from proposed DC Site			
1	The seismic zone of Bidder's proposed DR site should be less than seismic zone of primary DC		
2	The DR site should have a load bearing capacity of minimum min 700 Kg/ Sq mtr		
3	Freight Lift - The DR data centre should have a freight lift for ease of movement of Servers and High density Hardware devices		
4	The server room area should have a raised floor height of 2ft		
5	The Server Room height from raised floor to false ceiling should be at least 8ft		
6	Diesel Tanks (for generators) - The DR data centre should have high capacity diesel tanks for ensuring 36 hour power backup with contracts for fuel supply on demand		
7	The design for cooling infrastructure at the DR data centre should be in lines with standard guidelines to support high density cooling needs		
8	Redundant CRAC units to facilitate High density cooling needs		
9	Average temperature of 70 to 75 degrees Fahrenheit (21 to 24 degrees Celsius)		
10	The humidity at the DR data centre should be maintained at 50 % +/- 10% RH.		
11	The server halls should have advanced fire detection & suppression system through systems like VESDA & FM 200 /FE 227/NOVAC respectively		
12	The DR data centre should have microprocessor based system to detect water leakage within a short period of time		
13	The DR data centre should have electronic rodent control systems with operatability on varied frequency range		
14	A separate Cage dedicated for NIC within the server room		
15	Access card entry for the Server Room area		
16	Biometric Access to the Caged Area on 24 x 7 basis		
17	Security for the building to be available 24*7 at the entry / exit levels.		
18	Power should be available from two different power sources		
19	Two separate power paths from the UPS to be provided to the server / network communication room.		

20	UPS should be configured in redundant mode N+N		
21	The DR Caged Area should accommodate at least 56 number of standard rack (600 x 1000 , 42 U) having 2 tiles (1200 mm) for cold aisle and 2 tiles (1200 mm) for hot aisle		
22	Power provisioning for average 6 KVA per rack however some racks may require maximum 18 KVA peak rated power		
23	Power of approximate 307 KVA peak rated to the NIC Cage area in the server room. Additional power if required to be made available.		
24	32 amps 3-phase power sockets will be made available by SP as per requirement		
25	The proposed server room and Caged area should be well covered in the fire detection and suppression system.		
26	The building, Server room, Caged area should be provided with Water Leak detection system and fire alarm system.		
27	There should be CCTV monitoring for surveillance of the server room area. The CCTV surveillance should cover NIC Caged area and other critical areas where NIC's components are placed. Activities to be recorded and the archival should be kept for at-least one month.		
28	Proposed site should be Rated 3 compliant for electrical and mechanical parameter		
29	Entry & Exit should be restricted and monitored and should also be in CCTV surveillance coverage		
30	Smoke detection and fire suppression for the building to be available.		
31	Telecom junction box, multiplexers of various service providers to be available in and around the building.		
32	If the Telecom junction box, multiplexers of service provider from whom NIC would be getting the links is not available then the Bidder should allow the commissioning of the same.		
33	The co-hosting facility service provider should extend the link terminated by the link service provider on the junction box till the server room where the NIC equipments will be located.		
34	All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The vendor should manage the BMS activities on a 24*7 basis or as the NIC decides.		
35	The doors for the server room, communications room, and other critical areas beyond level 2 should be fire rated.		

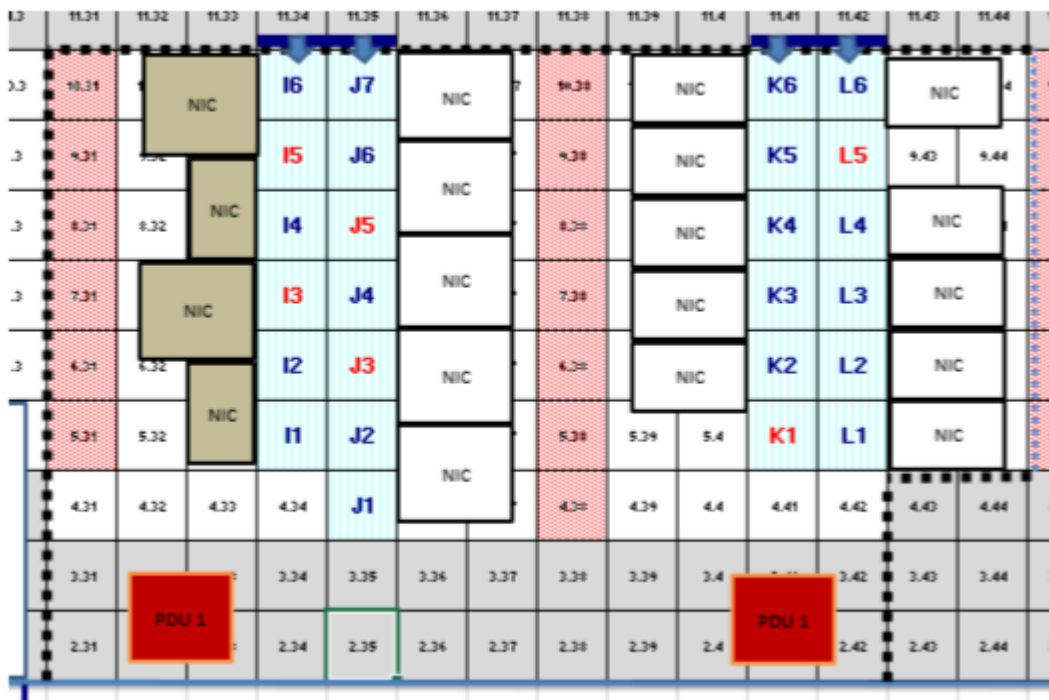
36	The Server room / Hall area should have precision air conditioning with redundancy.		
37	The entire solution should be automatic with power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source.		
38	99.982% Uptime is required for the DR Environmental Infrastructure.		
39	Audit reports of people accessing the Server room should be available as and when required by NIC.		
40	Share the video monitoring data in case required by NIC		
41	Availability of 3 phase, 4 wire power system		
42	Bidder shall provide the electrical cabling required for the racks to be hosted in the DR site		
43	Seating area provided to the NIC shall have the network connection facility available between the seating area and the Caged Area via crossconnect		
44	STS for Single power sourced Equipments should be provided		
45	Carrier dense facility , diverse cable risers and availability of multiple carriers . Minimum 5 carrier should be available at proposed DR site		
46	Dedicated seating space operating on 24x7 basis that connects back to COLO network		
49	Monitoring of electrical and mechanical infrastructure supporting Caged Area on 24x7 basis using BMS servers		
50	Bidder shall provide monthly reports on Temperature, Humidity, Entry and exit Access log,		
51	Specification for CAC : Fire Retardant Rigid UL V-0 Plastic 3 mm sheet , 100 % transparent		
52	Specification for Rack : 600 x 1000 mm , 42U with base frame , double lockable perforated door with vertical power strips		
53	Specification for Socket : 3 pin , IEC60309 compatible ,32 amp with plug and socket		
54	Specification for active tile : 1500 -2000 CFM , 600 x 600 mm with active fan and sensors		

55	Specification for cage : Perforated mesh type cage with biometric lock and provision of manual locking		
56	Specification for camera : Fixed Dome type , recording minimum 30 fps , integrated with BMS system		
57	Specification for Biometric: HID make ,biometric reader at door for two factor authentication integrated with BMS system		
58	Specification for 3 phase socket : 5 pin , IEC60309 compatible ,32 amp with plug and socket		
59	Specification for High CFM grill : 1000 CFM		

62.3 Existing Hardware List, DC/DR design with power/per Rack

Kolkata - Existing DC – 5FQ1

5FQ1 – NIC Layout



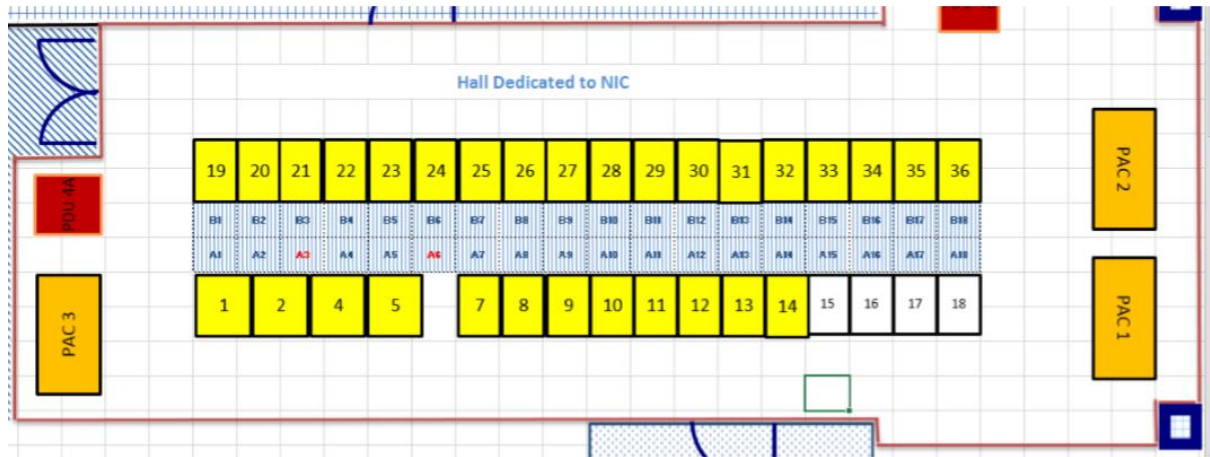
5FQ2, KOLKATA

5FQ2 – NIC Layout



8th Floor, Kolkata

8FQ4 – NIC Layout

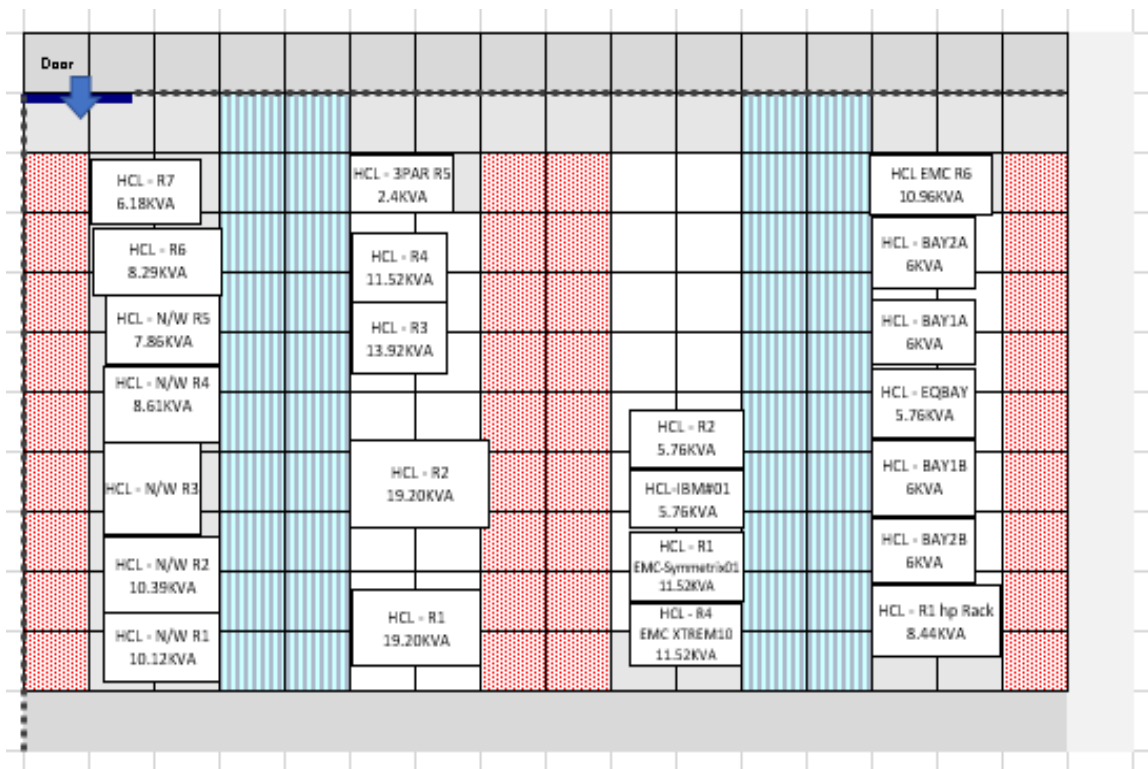


Kolkata	Rack No.	Equipment Details	Power (KVA)
Q1	L1	Various	6.35
	L2	Various	6.56
	L3	Various	5.96
	L4	Various	6.34
	L6	Various	10.9
	K6	Various	4.82
	K5	Various	7.22
	K4	Various	5.94
	K3	Various	4.72

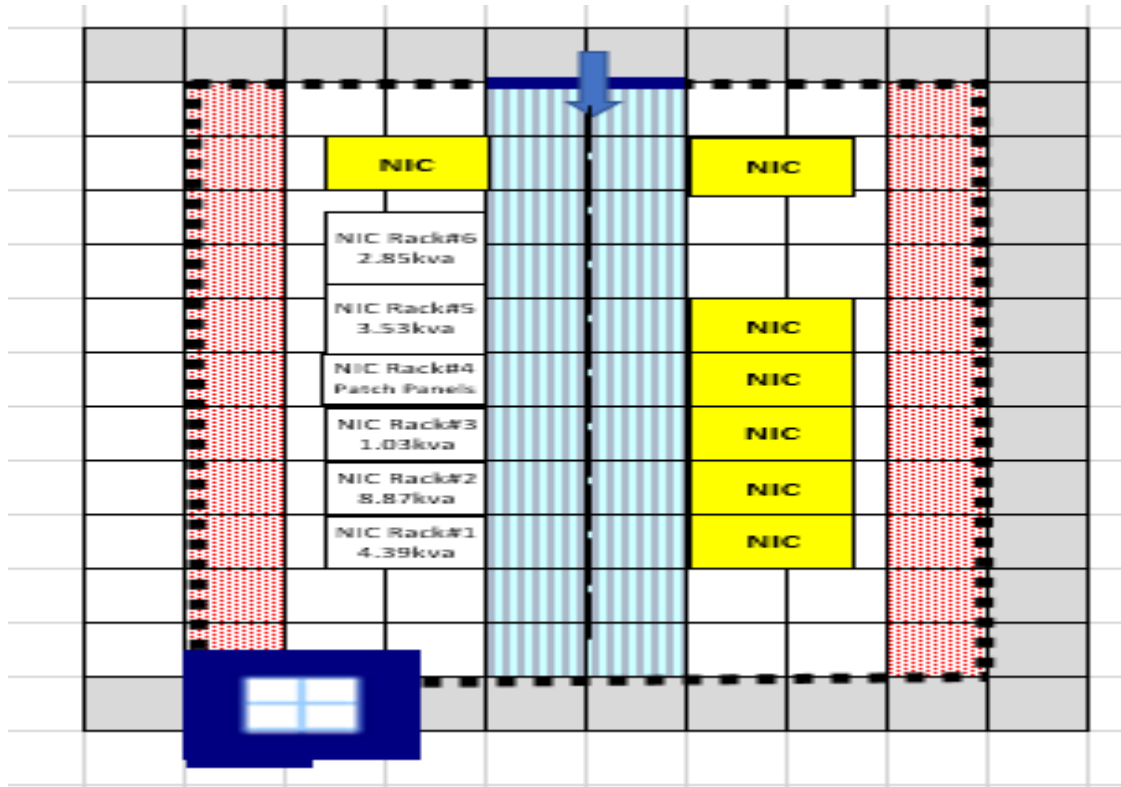
	K2	Various	5.52
	J7	Various	5.45
	J6	Various	6.34
	J4	Various	4.08
	J2	Various	8.33
	J1	Various	3.87
	I6		0
	I5		0
	I4	Various	3.68
	I2	Various	3.68
	I1		
		Total stacked Rated Power (KVA)	99.75
		Total power order (KVA)	110
Q2	A1		
	A3		
	A4		
	A5		
	A6	Various	30.8
	B1	Various	5.1
	B2	Various	6.03
	B3	Various	4.3
	B4	Various	3.13
	B5	Various	4.9
	B6	Various	9.56
	C2	Various	11.83
	C1	Various	8.04
	C2	Various	7.27
	C3		0
	C4	Various	11.97
	D1	Various	5.76
	D2	Various	7.84
	D4	Patch Panels	
	D5	Various	6.42
	D7	Various	5.94
	E2	Various	12.87
	E3	Various	14.3
	E4	Various	23.84
	E5	Various	17.88
	E6	Various	7.55
	E6	Various	6.1

	F3	Various	28.3
	F6	Various	28.3
		Total Stacked load (KVA)	250
		Provisioned load (KVA)	257
8th Floor	A18	Various	6.16
	A17		5.96
	A16	Various	5.65
	A15	Various	4.87
		Total Stacked load (KVA)	22.64
		Provisioned load (KVA)	56

Bangalore - Existing DR – 2ND FLOOR



5th floor, Bangalore



Bangalore	Rack No	Equipment Details	Rack / Location	Power in KVA
2nd Floor	Row 1 (Rack - 1)	Various	N/W -1 2nd floor	10.85
	Row 1 (Rack - 2)	Various	N/W -2 2nd floor	11.23
	Row 1 Rack - 3	Various	N/W -3 2nd floor	0
	Row 1	Various	N/W -4 2nd floor	9.6
	Row 1 Rack - 5	Various	N/W -5 2nd floor	9.15
	Row 1 Rack - 6	Various	Rack #6 2nd floor	8.37
	Row 1	Various	Rack #7 2nd floor	5.49
	Rack - 7	Various	Rack #7 2nd floor	0.36
	Row 2 Rack - 1	Various	Rack#1 2nd floor	2.4
	Row 2 Rack - 2	Various	Rack#2 2nd floor	11.52
	Row 2 Rack - 3	Various	Rack#3 2nd floor	13.92
	Row 2 Rack - 4	Various	Rack#4 2nd floor	19.2
	Row 2 Rack - 5	Various	Rack#5 2nd floor	19.2
	Row 3 Rack 11	Various	Rack#1 2nd floor	11.52
	Row 3 Rack - 2	Various	Rack#2 2nd floor	0.48
	Row 3 Rack - 3	Various	Rack#3 2nd floor	5.76

	Row 3 Rack - 4	Various	Rack#4 2nd floor	11.52
	Row 4 Rack - 7	Various	Rack#7 2nd floor	10.1
	Row 4 Rack - 6	Various	Rack#6 2nd floor	6
	Row 4 Rack - 5	Various	Rack#5 2nd floor	6
	Row 4 Rack - 4	Various	Rack#4 2nd floor	5.76
	Row 4 Rack - 3	Various	Rack#3 2nd floor	6
	Row 4 Rack - 2	Various	Rack#2 2nd floor	6
	Row 4 Rack - 1	Various	Rack#1 2nd floor	8.44
			Total Stacked load (KVA)	198.51
			Provisioned load (KVA)	200
Bangalore	Rack No	Description	Rack / Location	Power in KVA
5th floor	Row C Rack - 7	Various	Rack no -C7 5th floor	0
	Row C Rack - 6	Various	Rack no -C6 5th floor	2.85
	Row C Rack - 5	Various	Rack no -C5 5th floor	3.53
	Row C Rack - 4	Various	Rack no -C4 5th floor	0
	Row C Rack - 3	Various	Rack no -C3 5th floor	1.03
	Row C Rack - 2	Various	Rack no -C1 5th floor	8.87
	Row C Rack - 1	Various	Rack no -C1 5th floor	4.39
	Row D Rack - 1	Various	Rack no -D1 5th floor	0
	Row D Rack - 2	Various	Rack no -D2 5th floor	0
	Row D Rack - 3	Various	Rack no -D3 5th floor	0
	Row D Rack - 4	Various	Rack no -D4 5th floor	0
	Row D Rack - 5	Various	Rack no -D5 5th floor	0
	Row D Rack - 6	Various	Rack no -D6 5th floor	0
			Total Stacked load (KVA)	20.68
			Provisioned load (KVA)	90

62.4 Intentionally Left Blank

62.5 Intentionally Left Blank

62.6 Intentionally Left Blank

63 Intentionally Left Blank

63.1 Intentionally Left Blank

63.2 Intentionally Left Blank

63.3 Intentionally Left Blank

63.4 Intentionally Left Blank

64 Annexure 1 (Vol-II) – Technical Bid Letter

Technical Bid Letter

To,
Chief Manager - IT,
IT Department
National Insurance Company Ltd.
3 Middleton Street, 4th floor,
Kolkata - 700 071
Phone No: 2283-0795 Fax No: 2283-1740
Email: rs.raman@nic.co.in

Ref.: **RFP Number - NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017** **Date:**

Sir,
We hereby declare

1. We/our principals are equipped with adequate manpower / machinery / technology for providing the Products and Services as per the parameters laid down in the Master Document and **RFP/10/2017**, (Scope of Work, as in Volume-II) and we are prepared for live/technical demonstration of our capability and preparedness before the representatives of NIC. We/our principals are also equipped with adequate maintenance and service facilities within India for supporting the offered document.
2. We hereby offer to provide the Products and Services at the prices and rates mentioned in the Commercial Bid at **Section - 67.2**.
3. We do hereby undertake that, in the event of acceptance of our bid, the Products and Services shall be provided as stipulated in the schedule to the RFP 01_Volume-II and that we shall perform all the incidental services.
4. We enclose herewith the complete Technical Bid as required by you. This includes:
 - a. Technical Bid Letter Section- **Section - 63**
 - b. Technical Bid Particulars **Section- 64.1**
 - c. Technical Compliance, in respect of components of the solution
 - d. Unpriced Bill of Materials.

- e. Statement of Deviation from RFP Terms and Conditions **Section-66**, if any
- f. Details of the proposed solution, proposed methodology and timeline (in a separate sheet)
- g. A CD containing the soft copy of the Technical Bid in **pdf** and **xls** format

We agree to abide by our offer for a period of **one year** from the date fixed for opening of the Commercial Bid and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the Master Document and **RFP/10/2017** and the conditions of the Contract applicable to the bid and we do hereby undertake to provide services as per these terms and conditions. The deviations from the technical specification(s) are only those mentioned in the deviations in **Section-66**.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this, the _____ day of _____ 20__

Signature:

Name of the authorized signatory

Designation

Duly authorized to sign the RFP Response for and on behalf of: (Name and Address of Company)

Company Seal:

64.1 Annexure 2 (Vol-II) – Technical Bid Particulars

Technical Bid Particulars

1. **RFP Number - NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017**
Date:
2. Name of the Bidder:
3. Full Address of the Bidder:
4. Name of the actual signatory of the product(s)/service(s) offered:
.....
5. Bidder's proposal number and date:
6. Name and Address of the officer to whom all references shall be made regarding the bid:
.....
Telephone:
Fax:
E-mail:
7. Name and Address of the Single Point of Contact for all communications (including issue resolution and support):
Telephone:
Fax:

E-mail:

Bidder:

Signature:

Name of the authorized signatory

Designation

Duly authorized to sign the RFP Response for and on behalf of: (Name and Address of Company)

Company Seal:

65 Annexure 3 (Vol-II) – Bidder Profile**RFP Number - NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017****Date:**

Sl. No.	Required Particulars	Response along with page number of supporting document
1	Name of the Bidder	
2	Bidder's registered office address Telephone number Fax number E-mail	
3	Bidder's Correspondence / contact address	
4	Toll Free Number of the Bidder for fault registration within India, operating 365x24x7	
5	Details of Bidder's contact person (Name, designation, address etc.) Telephone number Fax number e-mail	
6	Is the Bidder a registered company under The Companies Act, 1956? If yes, <ul style="list-style-type: none"> ○ Submit photocopy of certificate of registration. ○ Provide year and place of the establishment of the company. <u>(Should be an established and reputed Data Center Co-location Service Provider and in operation for at least 10 years in India)</u>	
7	Submit receipt of latest Income Tax Return filed with Income Tax Department. Submit photocopy of PAN card.	
8	Is the Bidder registered with GSTN ? Kindly provide relevant Photocopy of documents.	

9	Is the Bidder blacklisted/debarred/denied by any Government department/Public Sector undertaking as on date of bid submission? If yes, give details.	
10	Has the Bidder filed for Bankruptcy in any country? (Declaration in this regard to be signed, stamped by Company Secretary/CFO/COO/CEO of the bidder)	
11	Does the Bidder have valid ISO 27001, ISO 20000, ISO 14001, TL 9000, ,Rated 3 compliant for electrical and mechanical parameter (Undertaking to be submitted) ? If yes, submit photocopies of certificates and undertaking as applicable	
12	Does the Bidder have at least once 15 CCDP certified professionals on their payroll?	
13	Has the bidder implemented co-located Data Center facilities for minimum 5 clients in Government/PSU/BFSI/Enterprise? Submit customer testimonial .	
14	The Bidder should have at least 2 (Two) Data Center Orders of their National Customers, each having a order value of at least Rs. One crore within the last 5 years. Should be supported by Customer declarations. And Bidder should have at least 1 (One) Data Center Orders of government Customer, having order value of at least Rs. Five crore within the last 5 years. Should be supported by Customer declarations	
15	Does the Bidder have an annual turnover of more than Rs. 400 Crores from Co-location business in each of the last 3 (Three) Financial Years 2015-16, 2016-17 and 2017-18? Submit audited balance sheet highlighting the annual turnover from the financial years, along with (Section- 65.1)	
16	Does the Bidder have net profit after tax in the last 3 (Three) Financial Years -2015-16, 2016-17 and 2017-18, as per audited accounts Submit audited balance sheet highlighting the net profit from the financial years along-with (Section- 65.1)	
17	Does the Bidder have Co-location facilities in at least 5 cities with minimum 10 Data Centers? Bidder to present self declaration with site address	
18	Does the Bidder have facilities across India with net white tile area of more than 200,000 sq ft and 40 MW of contracted IT power and covering at least 3 seismic locations? (provide declaration to the effect with office locations and addresses).	
19	Bidder to provide Power of Attorney , in favour of the authorized signatory of the Bid	

2 0	Bidder to provide signed and stamped Integrity Pact	
Signature:		
Name of the authorized signatory		
Designation		
Duly authorized to sign the RFP Response for and on behalf of: (Name and Address of Company)		
Company Seal:		

Note: The Pre-Qualification Bid, **Section - 65**, to be submitted along with Financial Information, **Section -65.1**, and Citations, **Section - 65.2**.

Proof of transfer of Bid Security (Earnest Money) for an amount equal to **Rs. 50,00,000.00 (Rupees Fifty Lakh Only)** should be enclosed in the appropriate envelope.

65.1 Annexure 4 (Vol-II) – Financial Information

Bidder's Financial Information

RFP Number - NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017

Date:

Name of the Bidder	Turn Over (Rs. Crore)			Net Profit (after tax)(Rs.Crore)		
	15-16	16-17	17-18	15-16	16-17	17-18

Signature:

Name of the authorized signatory

Designation

Duly authorized to sign the RFP Response for and on behalf of:

..... (Name and Address of Company)

Company Seal:

65.2 Annexure 5 (Vol-II) – Citations

RFP Number - NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017

Date:

Sl. No.	Item	Guidelines	Details	Page number of supporting document
1	Number of Clients			
2	Number of years/client			
3	Client Details	Name, Address, Contact person's Name and Phone No. for each client		
4	Co-location implementations –	Please specify the order value/Client		

Signature:

Name of the authorized signatory

Designation

Duly authorized to sign the RFP Response for and on behalf of:

..... (Name and Address of Company)

Company Seal:

Note:

1. The Citations should be given in the above format. A separate copy of this format should be used for **each citation** and Bidder to provided citations in respect of all such implementations.
2. Submit **photocopies** of client engagement letters or certificates on the client letterhead, duly **signed and stamped by the client's authorized signatory**.

65.3 Annexure 6 (Vol-II) – Intentionally Left Blank

66 Annexure 7 (Vol-II) – Statement of Deviation from RFP Terms and Conditions

Statement of Deviation from RFP Terms and Conditions

To,
Chief Manager - IT,
IT Department
National Insurance Company Ltd.
3 Middleton Street, 4th floor,
Kolkata - 700 071
Phone No: 2283-0795 Fax No: 2283-1740
Email: rs.raman@nic.co.in

RFP Number - NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017
Date:

Dear Sir,

Following are the deviations and variations from the Terms and Conditions of the Master Document and **RFP/10/2017**. These deviations and variations are exhaustive. Except these deviations and variations, the entire implementation can be performed as per your specifications in the **RFP/10/2017**.

Sl. No.	Section No.	Deviation in the RFP Response	Brief Reason
1			
2			
3			

Signature:
Name of the authorized signatory
Designation
Duly authorized to sign the RFP Response for and on behalf of:
..... (Name and Address of Company)
Company Seal:

67 Annexure 8 (Vol-II) – Commercial Bid Letter (To be submitted by bidder based on applicable scope)

A. Commercial Bid Letter for Colocation Services

To,
Chief Manager - IT,
IT Department
National Insurance Company Ltd.
3 Middleton Street, 4th floor,
Kolkata - 700 071
Phone No: 2283-0795 Fax No: 2283-1740
Email: rs.raman@nic.co.in

RFP Number - NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017
Date:

Sir,

We hereby declare

1. We hereby offer to provide the Products and Services at the prices and rates mentioned in the Commercial Bid at **Section-67.2**.
2. We do hereby undertake that, in the event of acceptance of our bid, the Products and Services shall be provided as stipulated in the Master Document and **NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017** and that we shall perform all the incidental services.
3. We enclose herewith the complete Commercial Bid as required by you. This includes:
 - a. Commercial Bid Letter **Section-67**
 - b. Commercial Bid Particulars **Section- 67.1**
 - c. Commercial Bid **Section-67.2**.
 - d. A CD containing the soft copy of the Commercial Bid in **pdf** and **xls** format

We agree to abide by our offer for a period of **one year** from the date of opening of the Commercial Bid and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the Master Document and **RFP/10/2017** and the conditions of the Contract applicable to the bid and we do hereby undertake to provide services as per these terms and conditions.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this, the _____ day of _____ 20__
Signature:
Name of the authorized signatory
Designation
Duly authorized to sign the RFP Response for and on behalf of: (Name and Address of Company)
Company Seal:

B. Commercial Bid Letter for Colocation, Migration and Cabling Services

To,
Chief Manager - IT,
IT Department
National Insurance Company Ltd.
3 Middleton Street, 4th floor,
Kolkata - 700 071
Phone No: 2283-0795 Fax No: 2283-1740
Email: rs.raman@nic.co.in

RFP Number - NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017

Date:

Sir,

We hereby declare

4. We hereby offer to provide the Products and Services at the prices and rates mentioned in the Commercial Bid at **Section-67.2** and **Section 67.3**
5. We do hereby undertake that, in the event of acceptance of our bid, the Products and Services shall be provided as stipulated in the Master Document and **NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017** and that we shall perform all the incidental services.
6. We enclose herewith the complete Commercial Bid as required by you. This includes:
 - e. Commercial Bid Letter **Section-67**
 - f. Commercial Bid Particulars **Section- 67.1**
 - g. Commercial Bid **Section-67.2**.and **Section-67.3**
 - h. A CD containing the soft copy of the Commercial Bid in **pdf** and **xls** format

We agree to abide by our offer for a period of **one year** from the date of opening of the Commercial Bid and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the Master Document and **RFP/10/2017** and the conditions of the Contract applicable to the bid and we do hereby undertake to provide services as per these terms and conditions.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this, the _____ day of _____ 20__

Signature:

Name of the authorized signatory

Designation

Duly authorized to sign the RFP Response for and on behalf of: (Name and Address of Company)

Company Seal:

67.1 Annexure 9 (Vol-II) – Commercial Bid Particulars

Commercial Bid Particulars

RFP Number - NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017

Date:

1. Name of the Bidder:
2. Full Address of the Bidder:
3. Name of the actual signatory of the product(s) offered:
.....
4. Bidder's proposal number and date:
5. Name and Address of the officer to whom all references shall be made regarding the bid:
.....
Telephone:
Fax:
E-mail:
6. Name and Address of the Single Point of Contact for all communications (including issue resolution and support):
- Telephone:
Fax:
E-mail:

Bidder:

Signature:

Name of the authorized signatory

Designation

Duly authorized to sign the RFP Response for and on behalf of: (Name and Address of Company)

Company Seal:

67.2 Annexure 10 (Vol-II) – Commercial Bid**Commercial Bid for colocation services**

RFP Number - NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017

Date:

.....

Commercial Bid for Volume-II:

Commercial Format for colocation services

DC Site (Table – A)												
SL.No.	Description	Items	Comment	YEAR 1								
				Qty	Unit NR C	Unit AR C	Total NR C (Qty X Unit NR C)	Total AR C (Qty X Unit AR C)	Total Amt = Total NR C+ Total AR C	Tax %	Tax = Tax % X Total Amt	Total = Total Amt + Tax
1	Recurring Services	DC colocation Charges (per sq. feet inclusive of Cage (Server Room), 102 Standard rackspace,C CTV Cameras),Cold aisle containment (CAC),biometric	To be quoted as per technical requirement and proposed solution	1								
2	Recurring Services	Power (Rated KVA per annum)		423								
3	Recurring Services	Remote Hands support (5 hours per month)	As per scope	1								
4	Recurring Services	Open Seating Space - 10 Nos		1								

5	Recurring Services	Secured Storage Area - 100 Square feet (10 feetX 10 feet)		1										
6	Recurring Services	Copper Cross Connect per per 100m (Passive Cross Connect)		1										
7	Recurring Services	Fiber Cross Connect per per 150m (Passive Cross connect)		1										
8	Rate Card	CCTV Camera - OTC (Per Unit Rate)	Fixed Dome type , recording minimum 30 fps , integrated with BMS system	1										
9	Rate Card	Biometric - OTC (Per Unit Rate)	HID make ,biometric reader at door for two factor authentication integrated with BMS	1										
10	Rate Card	Rack : 600 x 1000 mm , 42U with base frame , double lockable perforated door with vertical power strips)	600 x 1000 mm , 42U with base frame , double lockable perforated door with vertical power strips	1										
11	Rate Card	32 amps single phase sockets (1+1) (OTC) (Per Unit Rate)	3 pin , IEC60309 compatible ,32 amp with plug and socket	1										

12	Rate Card	32 amps three phase sockets (1+1) (OTC) (Per Unit Rate)	5 pin , IEC60309 compatible ,32 amp with plug and socket	1									
14	Rate Card	High CFM Grill (OTC) (Per Unit Rate)	1000 CFM	1									
15	Rate Card	Active Tile (OTC) (Per unit Rate)	1500 - 2000 CFM , 600 x 600 mm with active fan and sensors	1									
		Total											

DR Site (Table B)

SL.No.	Items	Comment	YEAR 1										
			Qty	Unit NR C	Unit AR C	Total NR C (Qty X Unit NR C)	Total AR C (Qty X Unit AR C)	Total Amt = Total NR C+ Total AR C	Tax %	Tax = Tax % X Total Amt	Total = Total Amt + Tax		
1	Recurring Services	DC colocation Charges (per sq. feet inclusive of Cage (Server Room), 56 Standard rackspace,C CTV Cameras),Cold aisle containment (CAC),biometric	To be quoted as per technical requirement and proposed solution	1									
2	Recurring Services	Power (Rated KVA per annum)		307									
3	Recurring Services	Remote Hands support (3 hours per month)	As per scope	1									

4	Recurring Services	Open Seating Space - 4 Nos		1														
5	Recurring Services	Secured Storage Area - 100 Square feet (10 feetX 10 feet)		1														
6	Recurring Services	Copper Cross Connect per per 100m (Passive Cross Connect)		1														
7	Recurring Services	Fiber Cross Connect per per 150m (Passive Cross connect)		1														
8	Rated Card	CCTV Camera - OTC (Per Unit Rate)	Fixed Dome type , recording minimum 30 fps , integrated with BMS system	1														
9	Rated Card	Biometric - OTC (Per Unit Rate)	HID make ,biometric reader at door for two factor authentication integrated with BMS	1														
10	Rated Card	Rack : 600 x 1000 mm , 42U with base frame , double lockable perforated door with vertical power strips	600 x 1000 mm , 42U with base frame , double lockable perforated door with vertical power strips	1														
11	Rated Card	32 amps single phase sockets (1+1) (OTC) (Per Unit Rate)	3 pin , IEC60309 compatible ,32 amp with plug	1														

			and socket									
12	Rated Card	32 amps three phase sockets (1+1) (OTC) (Per Unit Rate)	5 pin , IEC60309 compatible ,32 amp with plug and socket	1								
14	Rated Card	High CFM Grill (OTC) (Per Unit Rate)	1000 CFM	1								
15	Rated Card	Active Tile (OTC) (Per unit Rate)	1500 - 2000 CFM , 600 x 600 mm with active fan and sensors	1								
		Total										
Total (Table A + Table B)												
Total (Table A + Table B) [In Words]												

1. All the prices of this document should flow correctly from the respective sheets.
2. The total cost (Table A+TableB) should flow from the individual sheets within this Appendix.
3. Bidder should strictly follow the format given in Table.
4. NIC reserves the right to change the quantity of items quoted above at the time of placing order. In such case the value of the order will be the cost of items finally opted by NIC.
5. The Bidder is responsible for all the arithmetic computation & price flows. NIC is not responsible for any errors.
6. Commercial quoted for OTC will be used as rate card for NIC to place additional order for those components during contract period subjected to solution feasibility.
7. Taxes will be charged over and above on actuals
8. **NIC will have option to extend contract by another 2 years at same rate. Bidder has to keep rates unchanged in case NIC decides to extend contract. All T&C's as agreed in current RFP to remain valid in case NIC extends the contract.**

Signature:
 Name of the authorized signatory
 Designation
 Duly authorized to sign the RFP Response for and on behalf of: (Name and Address of Company)
 Company Seal:

Note:

1	The Commercial Bid should be given in the above format. All the Tables should be filled-in by the bidder.
2	The above-mentioned quotations should be valid for minimum 1 (one) year from the date of opening of Commercial Bid..
3	Above prices should include all transport, insurance, installation, etc. as applicable at implementation sites.
4	Note: A separate table should be provided mentioning unit price (INR) and applicable tax (mentioning individual HSN/SAC Code) in separate columns of all the components/services that make up each Hardware, Software, and Service components. The lowest price would be decided on the basis of "Grand Total Price (without Tax) - TCO for 1 Year"
5	The price quoted by the bidder shall be inclusive of all taxes, levies, duties and cess like GST, CGST, IGST etc, which will be paid as per the rate prescribed by Government time to time.

67.3 Annexure 10 (Vol-II) – Commercial Bid

Commercial Bid for Migration and Cabling services

RFP Number - NIC/IT/RFP/DC&DR_Hosting/RFP/10/2017

Date:

.....

Commercial Bid for Volume-II:

DC Site (Table – A)											
SL.No	Items	Comment	YEAR 1								
			Qty	Unit NRC	Unit ARC	Total NRC (Qty X Unit NRC)	Total ARC (Qty X Unit ARC)	Total Amt = Total NRC + Total ARC	Tax %	Tax = Tax % X Total Amt	Total = Total Amt + Tax
1	One time expense (Migration)	As per scope	1								
2	One time expense (Intelligent Cabling)	As per scope	1								
	Total										

DR Site (Table B)											
SL.No	Items	Comment	YEAR 1								
			Qty	Unit NRC	Unit ARC	Total NRC (Qty X Unit NRC)	Total ARC (Qty X Unit ARC)	Total Amt = Total NRC + Total ARC	Tax %	Tax = Tax % X Total Amt	Total= Total Amt+Tax
1	One time expense (Migration)	As per scope	1								
2	One time expense (Intelligent Cabling)	As per scope	1								
Total											
Total (Table A + Table B)											
Total (Table A + Table B) [In Words]											

Note:

1. All the prices of this document should flow correctly from the respective sheets.
2. The total cost (Table A+TableB) should flow from the individual sheets within this Appendix.
3. Bidder should strictly follow the format given in Table.
4. NIC reserves the right to change the quantity of items quoted above at the time of placing order. In such case the value of the order will be the cost of items finally opted by NIC.
5. The Bidder is responsible for all the arithmetic computation & price flows. NIC is not responsible for any errors.

Signature:

Name of the authorized signatory

Designation

Duly authorized to sign the RFP Response for and on behalf of: (Name and Address of Company)

Company Seal:

Note:

1	The Commercial Bid should be given in the above format. All the Tables should be filled-in by the bidder.
2	The above-mentioned quotations should be valid for minimum 1 (one) year from the date of opening of Commercial Bid..
3	Above prices should include all transport, insurance, installation, etc. as applicable at implementation sites.
4	Note: A separate table should be provided mentioning unit price (INR) and applicable tax (mentioning individual HSN/SAC Code) in separate columns of all the components/services that make up each Hardware, Software, and Service components. The lowest price would be decided on the basis of "Grand Total Price (without Tax) - TCO for 1 Years"

5	The price quoted by the bidder shall be inclusive of all taxes, levies, duties and cess like GST, CGST, IGST etc, which will be paid as per the rate prescribed by Government time to time.
----------	---

- 68 Annexure – 11 (Vol-II) Format for Queries from Bidders –** Bidders have to provide their queries on scope of work, terms & conditions etc in the below format in excel file only (**xls/xlsx**). Bidders should provide a reference of the page number, state the clarification point and the queries/suggestion/modification that they propose as shown below

S l. N o	Point/Section No #	Term as stated in the Master Document or the Volume-II	Biidder's Query/Suggestion/Modification

- 69 Annexure – 12 (Vol-II) Intelligent Cabling BoM [To be quoted by bidder proposing migration]**

		Total BoM		
S.No.	Description of Data Center Pre-Terminated -- Patching Solution (OEM: Schneider)	QTY for DC	QTY for DR	Unit
<u>Pre-Terminated Fiber Rack Connectivity</u>				
1	Supply of Pre-Terminated Cassette Tray, 96F, LC-MPO, Chassis w/o Cassette as per specifications At RACK	32	30	Nos
2	Supply of Pre-Terminated HD Cassette, 24, LC-MPO, MM-OM3, Ceramic, Rear 2*12 MTP connector and 12 LC Duplex at Front, as per specifications At RACK	60	30	Nos
3	Supply of Pre-Terminated Trunk Cable, MPO-MPO,12F, ITU-T G.657, MM-OM3, ,35.0m as per specifications At RACK	55	30	Nos
4	Supply of Pre-Terminated Trunk Cable, MPO-MPO,12F, ITU-T G.657, MM-OM3, ,20.0m as per specifications At RACK	71	66	Nos
5	Supply of Pre-Terminated OM3 LC-LC 3 Meter LSZH Fiber Patch Cord ITU-T G.657 FOR CASSETTE TO SWITCH CONNECTIVITY as per specifications At RACK	318	180	Nos
6	Supply of Pre-Terminated OM3 LC-LC 1 Meter LSZH Fiber Patch Cord ITU-T G.657 FOR CASSETTE TO SWITCH CONNECTIVITY as per specifications At RACK	318	180	Nos
7	Supply of 6 LC-MPO FAN-OUT Cable 15 meter	10	6	Nos
8	Supply of Pre-Terminated OM3 LC-LC 15 Meter LSZH Fiber Patch Cord ITU-T G.657 FOR Patch Rack to Distribution Rack Swithces	10	6	Nos

9	Installation, Integration & commissioning	40	32	Per Rack
<u>COPPER CAT6A U/UTP CONNECTIVITY</u>				
1	Supply of Cat 6A U/UTP Solid Cable as per specifications At RACK	96	73	Boxes
2	Supply of 12 Port UTP Patch Panel as per specifications At RACK	64	46	Nos
		1660	1224	Nos
3	Supply of Cat 6a Patch Cord 3 Meter as per specifications At RACK	2086	1104	Nos
4	Supply of Cat 6a Patch Cord 1 Meter as per specifications At RACK	1536	1104	Nos
5	Supply of 48 Port Cable manager as per specifications At RACK	32	15	Nos
6	Installation, Integration & commissioning	40	32	Per Rack
7	1 Year Hardware Warranty & 25 Years Performance Warranty from OEM			
Intelligent Cabling Solution				
1	Intelligent Fiber 96 Tray	19	19	Nos
2	Intelligent LC-MPO Cassette, OM4	68	64	Nos
3	Intelligent Jumper, LC,OM4, I/C, 2m	420	360	Nos
4	Intelligent Fiber ID LC MM Key	288	144	Nos
5	Intelligent Card	162	128	Nos
6	Intelligent UTP Patch Cord, 3.0m	162	128	Nos
7	Intelligent Fiber ID Reader	1	1	Nos
8	Intelligent Collector	8	7	Nos
9	Monitoring Device	2	1	Nos
10	MPO-LC 6 LC Duplex FAN OUT CABLE Patch Rack to Core Rack Aggrigation Rack	70	60	Nos
11	Intelligent Copper 24 Frame (W/o Keystones)	126	92	Nos
12	SMARTen Jack,UTP,B&K,568A+B	3024	2208	Nos
13	Intelligent Jumper, Cat.6A, S/FTP, C/C, 2m	3024	2208	Nos
14	Intelligent Collector	4	2	Nos
15	Intelligent Card	52	25	Nos
16	CLASSix STP Patch Cord, 3.0m	756	552	Nos
17	Intelligent Manager Software Standard Package 2000 Ports	4000	3000	Nos
18	Installation of Intelligent Software and Integration	2	2	Nos
19	Installation, Integration & commissioning	40	32	Per Rack

	Total of Smart Cabling (H)			
1) ** All the passive product inclusive of 1 Year Hardware Warranty & 25 Years Performance Warranty from OEM	1.1) Maintenance / support of the LAN (passive) in DC & DR for entire project period			
2) Compliance certificate from LAN items (passive) OEM, to ANSI/TIA-568-C-2 for Category 6A channel				
3) LAN items (passive) OEM, Cat 6A U/UTP Solution Zero bit error rate ETL report.				
4) LAN items (passive) OEM, Cat 6A 4 Connector Channel Performance Certificate				
5) Bidder may opt for different & better technological way of achieving 10G/40G fiber network with proper OEM supporting/certification and documentation.				

70 Annexure -12 (Vol-II) – E-tendering Procedure

1. E Tendering Procedure:

The bidder shall submit his response through bid submission to the e-tender on e-Procurement platform at <https://www.tcil-india-electronictender.com> by following the procedure given below. The bidder would be required to register on the procurement [portal](https://www.tcil-india-electronictender.com) <https://www.tcil-india-electronictender.com> and submit their bids online. NIC will accept all online bid & Offline documents within the time specified in the RFP. The bidders shall submit their eligibility and qualification documents, Technical bid, Commercial bid etc. in the standard formats prescribed in this e-Tender documents displayed in procurement web site. However, physical copy of the same should be sent to this e-Tender Inviting Authority office before the tender opening date. The bidder shall digitally sign the statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity.

2. Registration with e-Procurement platform

For registration and online bid submission bidder may contact HELP DESK of M/s TCIL. Or they can register themselves online by logging in to the website <https://nic.eproc.in.org>

3. Digital Certificate authentication

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform. All the bidders who do not have Digital Certificate need to obtain Digital Certificate. Bidders may contact Help Desk of TCIL.

4. Submission of Hard copies:

After submission of the bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and EMD in a separately sealed envelope mentioning the RFP No. along with other documents in a separate envelope as required, latest by the due date. All the bidders are requested to submit the hard copy of complete bid documents (Pre-qualification, Technical & Commercial Bids) in proper sealed condition as mentioned in the RFP. **The Pre-Qualification and Technical Bid should be similar in both the cases. Mismatching of documents/ information may be the cause of rejection.** The Company calling for tenders shall not be responsible for any claims / problems arising out of this.

5. Bid Submission Acknowledgement:

- The Bidder should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. NIC and TCIL will not be responsible for incomplete bid submission by bidder. Bidders may also

note that the incomplete bids will not be saved by the system and not available for the Tender Inviting Authority for processing.

- Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for correctness /authenticity.

Neither NIC Ltd. nor the service provider (TCIL) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof

The company reserves the right to accept or reject any or all offers. Bids of any Tenderer may be rejected if a conflict of interest between the Tenderer and the company is detected at any stage. Incomplete offers are liable to be summarily rejected.

6. Special instructions to Bidders for e-Tendering

General-

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, NIC has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

7. Instructions

Tender Bidding Methodology:

Sealed Bid System

- Prequalification followed by Single Stage Two Envelope

Broad Outline of Activities from Bidder's Perspective:

- Procure a Digital Signing Certificate (DSC)
- Register on ElectronicTendering System® (ETS)
- Create Marketing Authorities (MAs), Users and assign roles on ETS
- View Notice Inviting Tender (NIT) on ETS
- For this tender -- Assign Tender Search Code (TSC) to a MA
- Download Official Copy of Tender Documents from ETS
- Bid-Submission on ETS

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

8. Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

9. Registration

To use the ElectronicTender® portal <https://www.tcil-india-electronicstender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	<i>Customer Support: +91-11-26202699 (Multiple Telephone lines) Emergency Mobile Numbers: +91-9868393792, , 9868393775</i>
E-mail ID	<i>ets_support@tcil-india.com</i>

NIC Contact	
NIC Contact Person & Designation	<i>Mr. R Sundara Raman, Chief Manager-IT / Ms. Sophia Singh, Deputy General Manager-IT</i>
Contact No.	<i>8335080505 [between 10:00 hrs to 17:45 hrs on working days]</i>
E-mail ID	<i>RS.Raman@nic.co.in; Sophia.Singh@nic.co.in</i>

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes
 - Prequalification Bid
 - Technical-Bid
 - Commercial-Bid
-

Offline Submissions:

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope without fail:

Chief Manager-IT

National Insurance Company
Limited, Head Office, IT
Department, 4th Floor 3,
Middleton Street, Kolkata-

700071 Phone Number: -
(033)22831728/39 Fax
Number: - (033)22831740

RS.Raman@nic.co.in, (M)8335080505

The envelope shall bear RFP Number, Due Date and Wordings “DO NOT OPEN BEFORE _____” and contain the following documents:

- *Original copy of the Bid Security in the form of a Bank Guarantee.*
- *Original copy of the letter of authorization shall be indicated by written power-of-attorney.*
- *NEFT/RTGS proof of payment of Rs. 25,000/- drawn in favour of National Insurance Company Limited payable at Kolkata against payment of RFP fee*
- *Passphrase for relevant bid part(i.e. Pre-qualification, Technical & Commercial bid parts)*
- *Bid Documents, Supporting documents and relevant CDs' of Pre-Qualification, Technical and Commercial Bid in the manner as mentioned in the RFP document*

Note: The Bidder should also upload the scanned copies of documents mentioned in <https://www.tcil-india-electronictender.com> during Online Bid-Submission.

10. Special Note on Security and Transparency of Bids:

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter™ functionality, the contents of both the 'ElectronicForms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g, I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill ElectronicForms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder.

If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ shall prevail. Alternatively, NIC reserves the right to consider the lower of the two pieces of information, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

(Optional Text in EBI, depending upon the decision of the Buyer organization):

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to NIC Name in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

11. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to NIC office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'PassPhrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Commercial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

12. Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the User-Guidance Center

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

13. SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following 'SIX KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

- a. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS

- b. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
- c. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
- d. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
- e. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
- f. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.

14. Minimum Requirements at Bidder's End

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 or above)
- Broadband connectivity
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)

15. Vendors Training Program

One day training (During office hours) would be provided by TCIL. Training is optional. Vendors are requested to carry a Laptop and Wireless Connectivity to Internet.

Scheduled Date	To be intimated later on
Venue	To be intimated later on
Vendors Training Charges (Per Participant)	Rs.3,000/-(plus Service Tax @ 14 %), Payment should be in Cash or DD only. DD should be in favour of "Telecommunications Consultants India Ltd" payable at New Delhi.

