



**OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA
THIRUVANANTHAPURM**

Tender No: ITS Cell/9-41/20-21, 18th March 2021

**Office of the Principal Accountant General (A&E), Kerala invites 'ONLINE'
bids for Design, Supply, Installation, Testing, and Commissioning of Data
Center Solution.**

**Prospective Bidders may download the Tender Documents from www.agker.cag.gov.in
/CPP Portal.**

**Instructions for online Bid Submission are available on the website
<https://eprocure.gov.in/eprocure/app>**

Office of the Principal Accountant General (A&E), Kerala, Thiruvananthapuram

Tel: 0471-2776281, 0471-2776633

www.agker.cag.gov.in

Tender Schedule

Tender No: ITS Cell/9-41/20-21/ dated 18th March 2021

Name of the Institute	Office of the Principal Accountant General (A&E), Kerala, Thiruvananthapuram.
Place of Supply, Installation & Commissioning, Support etc.	Office of the Principal Accountant General (A&E), Kerala, Thiruvananthapuram
Date of Release of Tender	20 th March 2021
Site Visit Date	Bidders are allowed to visit the proposed data centre site on all working day (Monday to Friday) between 11.00 am to 04.00 pm with the prior approval of the competent authority till 5 th April 2021 (last date of sending pre bid queries)
Last Date for Sending Pre Bid Queries	5 th April 2021
Pre-Bid Meeting Date & Time	Online pre bid meeting on 16 th April 2021. Meeting link will be provided to the vendors separately
Last date of submission of bids	3 rd May 2021
Date of opening of Technical bids	4 th May 2021
Date of opening of Financial bids	31 st May 2021
Earnest Money Deposit (EMD)	Bidders are exempted from submission of EMD as per the GO No. F9/4/2020- PPD, GoI, Ministry of Finance, Department of Expenditure, and Procurement Policy Division dated 12 th November 2020. However every tenderer should submit the declaration in connection with the Earnest Money Deposit as per the said Government Order.
Performance Bank Guarantee	Successful Bidder should submit Performance Bank Guarantee (3%) of the total bid value on awarding of contract.

Section I – Invitation of Bids

1 Introduction

The Offices of the Accountants General are part of the Indian Audit & Accounts Department under the organizational control of Comptroller and Auditor General of India (C&AG). The C&AG is a constitutional authority appointed by the President of India.

This NIT (Notice inviting Tender) is being floated to select the most appropriate vendor to build a data center. As a part of this project, ***Office of The Principal Accountant General (A&E), Kerala*** invites on-line bids from eligible bidders for design, supply, installation, and commissioning of Data Centre Solutions, as per the requirements stipulated in this document, at **Office of The Principal Accountant General (A&E), Kerala, Thiruvananthapuram** in the proposed site.

2 Contact information

Senior Deputy Accountant General (Admn)
Office of the Principal Accountant General (A&E), Kerala
Thiruvananthapuram
Pin-695001
email:
agaekerala@cag.gov.in
Phone:
0471-2776222,
0471-2776633

3 Preparation of Bids and on- line Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal (<https://eprocure.gov.in/eprocure/app>), using valid Digital Signature Certificates. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

Bidder should go through the tender advertisement and the tender document carefully to

understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document (*Cover Packet*) that need to be submitted. Any deviations from these may lead to rejection of the bid.

Bidder should, in advance, get the bid documents ready to be submitted as indicated in the tender document / schedule and generally, they should be in PDF format.

Bidder should log in to the site well in advance for bid submission so that the bid can be uploaded in time i.e. on or before the last date and time for bid submission. Bidder will be responsible for any delay due to other issues.

The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

The CPP Portal is maintained by National Informatics Centre (NIC). Any queries relating to the process of online bid submission or queries relating to CPP Portal in general will be directed to the 24 x 7 CPP Portal Helpdesk. The contact numbers for the helpdesk is 0120-4001 002 / 0120-4001 005 / 0120-6277 787

4 Four e- Packets System:

The bids must be uploaded on-line (pdf format) in Four e-packets through

<https://eprocure.gov.in/eprocure/app>, as explained below:

e-Packet 1:

- a. Covering Letter, as per [Annexure – A](#).
- b. Authorization letter issued by the competent authority of bidder authorizing the signatory to sign on behalf of the bidder, as per [Annexure – B](#).
- c. Declaration in connection with EMD as per the GO No. F9/4/2020- PPD, GoI, Ministry of Finance, Department of Expenditure, and Procurement Policy Division dated 12th November 2020 in [Annexure C](#)
- d. Undertaking by the Principal Manufacture for each items in [Annexure D](#)
- e. Tender Acceptance Letter, as per **Annexure – E**.
- f. Document Check list As per **Annexure –F**
- g. Undertaking to the effect that a performance bank guarantee of 3% of the order value will be submitted in case, **Principal Accountant General (A&E), Kerala** decides to place the Purchase Order.
- h. Undertaking to the effect that the bidder is not black-listed or barred from participation in bidding process by any Central/ State Government, Government Department, Government Undertaking, Public Sector Unit (PSU) or autonomous institution, as on date of submission of bids.

e-Packet 2:

- a. A copy of Certificate of Incorporation, Partnership Deed / Memorandum and Articles of Association / any other equivalent document showing date and place of incorporation, as applicable.
- b. Proof of Functional office [Registered/Regional/Branch Office] functioning in Kerala for last one year with contact number.
- c. Copies of Purchase Order with a completion certificate that the bidder should have executed and completed orders as follows during or after 2017-18 financial year:

One similar order worth 1.5 Cr OR two similar orders of 75 lakhs each OR three similar orders of 50 lakhs each from Govt. /PSUs..
- d. The self-certified copies of audited balance sheets or the certificates from a Chartered Accountant for the financial year 2017-18 , 2018-19 and 2019-20 indicating the annual sales turnover.
- e. A photo copy of the commercial bid actually submitted without prices (prices blocked) and copy of commercial terms and conditions (in detail) as included in the commercial bid. **Office of The Principal Accountant General (A&E), Kerala** reserves the right to reject the bid in case of any discrepancy observed in the un-priced commercial bid and the actual commercial bid.
- f. The Copy of document of registration with DPIIT, Govt. of India in case of bidders who shares land border with India
- g. Documentary evidence for the availability of service centre in Kerala from the the principal manufacturers/ original equipment manufacturer (OEM) of Data Centre components.
- h. A Certificate to the effect that the documents/declarations/undertakings submitted are true and no facts which has an adverse bearing on the bidding has been concealed.

e-Packet – 3:

- a. The executive summary of the bid submitted.
- b. Duly filled Technical Bid (covering the details of solution, detailed bill of material, technical specifications, makes and models of items, diagrams, layouts, all drawings etc.)
- c. Technical Compliance matrix against all details requested as per item 3 of Section IV.
- d. The printed catalogue/leaflet/brochures published by the principal manufacturer of the items quoted to be submitted along with the Technical Bid.
- e. Project Escalation matrix
- f. Legal / statutory permissions required, if any.

e-Packet 4: “Commercial Bid “ shall contain: (in pdf format – online)

The Commercial Bid complete in all respects with proper seal and signature of authorized person with name, designation and contact no. as per format given in **Section – V.**

Note:

All the documents listed in e-packet-1 and e-packet-4 must be signed in ink by the authorized signatory of the bidder.

The bid documents must be properly arranged in sequence.

Office of The Principal Accountant General (A&E), Kerala reserves the right to reject the bid, if any of the above listed documents are not submitted.

5 Site visit date

The vendors who wish to visit the proposed site of data centre may contact the following contact person for obtaining prior permission to visit the site on any working day (Monday to Friday) between 10.am to 04.00 pm up to 5th April 2021.

Contact Person

Aravindakshan K P

Data Manager

Email : dmitscell.ker.ae@cag.gov.in

Phone: 7907318413/ 6282954628/ 0471-2776633

6 Pre-Bid Meeting

An Online pre-bid meeting will be held at Office of the Principal Accountant General (A&E), Kerala, Thiruvananthapuram as given in schedule to sort out/resolve queries raised by the prospective bidders regarding the tender scope, conditions, terms & conditions etc. The prospective bidders requiring any clarification of the bidding document may send their queries in writing through e-mail. *Office of the Principal Accountant General (A&E) Kerala* will respond to these queries during the pre-bid meeting. The bidders who wish to attend the online pre-bid meeting should intimate their willingness to participate in the meeting along with the queries/doubt/clarifications if any must be sent by 5th April 2021 via email.

Mail Id for communicating the willingness for participation is

dmitscell.ker.ae@cag.gov.in

Link of the meeting will be shared in response to the communication received from the bidders

7 Last Date of submission of bids:

Last date for submission of e-bids through <http://eprocure.gov.in/eprocure/app> shall be as per schedule

The bid should be addressed to:

**The Senior Deputy Accountant General (Admin),
Office of The Principal Accountant
General (A&E), Kerala
Thiruvananthapuram**



The bids must be submitted on-line

In case bidder requires any clarifications/information, they may contact **Office of The Principal Accountant General (A&E), Kerala** at the address given in Clause 2 of Section I.

Note: Please do not put "Commercial Bid" (prices quoted) in the technical e-bid.

8 Opening of on-line e-bids

The technical e-bids (e-packet 1,2and 3) will be opened as per schedule

(End of Section - I)

Section II – Instructions to Bidders (ITB)

1 Locations for the Supply, Installation, Commissioning, Warranty Services & Post Warranty AMC.

The entire data centre solutions as described in Schedule of Requirements must be supplied, installed, commissioned & supported at

**Office Of The Principal Accountant General (A&E), Kerala
Thiruvananthapuram
695001**

2 Order Placements & Payment by

The orders will be placed by

**Office of the Principal Accountant General (A&E) Kerala,
Thiruvananthapuram
695001.**

The Payment will released by Government of Kerala (Treasury Department) on receipt of the orders from

**Office of the Principal Accountant General (A&E) Kerala,
Thiruvananthapuram**

3 Eligibility Criteria

The bidder must satisfy/comply with the eligibility criteria stipulated below.

The bidder must submit all the documents listed at para 4 Section – I [4 PACKET SYSTEM] above, along with the technical bid.

A bidder from a country which shares a land border with India will be eligible only if they are registered with the competent authority as per Govt. of India order, issued by Ministry of Finance vides No.F.No.6/18/2019-PPD dated 23/07/2020. The Copy of document of registration with DPIIT, Govt. of India has to be submitted by the bidder.

The bidder should be an entity registered in India under appropriate Indian Laws.

The bidder must have a functional registered/regional/branch office in Kerala.

The bidder should have executed and completed orders as follows during or after **2017-2018** (financial year): one similar order worth 1.5 cr OR two similar orders of 75 lakhs each OR three similar orders of 50 lakhs each from Govt./PSUs. Copy of PO with completion certificate to be submitted.

The bidder should have undertaken / completed the activities of providing on-site support and facility management / O&M services to the data centre. The scope of the activity should cover operation and maintenance of Electrical Systems, UPS and Battery, etc.

A summary of the projects implemented covering all the details must be enclosed with the Technical Bid.

The bidder should submit Manufacturer's Authorisation Form (MAF) from OEM for each item, clearly stating acceptance of tender support and warranty conditions of the tender. Format is attached as Annexure D.

The principal manufacturers/ original equipment manufacturer (OEM) of Data Centre components should have service centre in Kerala.

Note: If in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirements, under any Rules / process/ Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/ process/ Guidelines/ Directives. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of his claim. The decision about granting the exemption/ relaxation will be taken by the bid evaluation committee which is empowered to grant exemption/relaxation. The relevant and valid certificates in support of claim of exemption must be submitted.

4 Local Conditions

It will be incumbent upon each bidder to fully acquaint himself with the local conditions and other relevant factors at the proposed Data Centre site which would have any effect on the performance of the contract and / or the cost. The Bidder is expected to make a site visit to the proposed Data Centre facility to apprise (themselves) them self and obtain all information that may be necessary for preparing the bid and entering into contract.

Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for providing the services before entering into contract, will in no way relieve the successful bidder from the responsibility of performing any work in accordance with the Tender documents. It will be imperative for each bidder to diligently be informed of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The **Office Of The Principal Accountant General (A&E), Kerala** shall not entertain any request for clarifications from the bidder regarding such conditions. It is the responsibility of the bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by **Office Of The Principal Accountant General (A&E), Kerala** and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA on account of failure of the bidder to appraise himself of local laws and site conditions or otherwise.

5 Right to amend / cancel

At any time prior to the last date of submission of bids, ***Office of The Principal Accountant General (A&E), Kerala*** reserves the right to modify the bid document by release of Corrigendum, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder.

Office of The Principal Accountant General (A&E), Kerala reserves the right to cancel the entire NIT without assigning any reasons thereof

6 Precautions while preparing the Bids

Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case however, any corrections, overwriting, erasures or postscripts have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents. In case of discrepancies and/ or calculation errors, if any, the lower unit prices and amounts shall only be considered for comparison of bids.

7 Earnest Money Deposit (EMD)

Bidders are exempted from submission of EMD as per the GO No. F9/4/2020- PPD, GoI, Ministry of Finance, Department of Expenditure, and Procurement Policy Division dated 12th November 2020. However every tenderer should submit the declaration in connection with the Earnest Money Deposit as per the said Government Order as per Annexure C

8 Period of validity of bids

Bids shall be valid for minimum **180** days from the date of opening of bid. A bid valid for a shorter period shall stand(s) rejected. Office of The Principal Accountant General (A&E), Kerala may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request. A bidder agreeing to the request for extension will not be permitted to modify their bid.

9 Late Bids

Office of The Principal Accountant General (A&E), Kerala shall not be responsible and liable for the delay in receiving the bid for whatsoever reason. OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA will not be responsible for any issues arising/pertaining with CPP Portal (www.eprocure.gov.in/eprocure/app) for non-submission, failure in submission of bids on-line. Bidders are advised to submit e-bids well in advance of the last date and time of submission. OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA will not be responsible for failure in submission/upload of bids for non-working of the on line portal at last day/hours of submissions of bids.

10 Evaluation of Bids.

The bids will be evaluated in two steps.

The bids will be examined based on eligibility criteria stipulated at Para 3 of Section – II to check the eligibility of the bidders. The technical bids of only the eligible bidders will be evaluated based on technical requirements stipulated in the NIT.

Only the bidders, whose technical bid met with the requirements as specified above will qualify for opening of the commercial bid and will be informed of about the date and time of the opening of the commercial bid.

The decision of the TEC with respect to complete technical evaluation is final and binding on all the bidders.

During evaluation of the bids, **Office of The Principal Accountant General (A&E), Kerala** at its discretion may ask the Bidder for any further clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices is permitted. If required **Office of The Principal Accountant General (A&E), Kerala** may invite the Bidders for technical presentation on the solution offered. During the process of evaluation of bids, if any discrepancies are observed in the bid submitted, the bidders may be given an opportunity to clarify the same. If in the view **of bidder, any** change in quantity, make or model is required or any additional items are required, for clearing the said discrepancy, the bidder has to arrange for said change and/or addition of material without any increase in the prices quoted.

If the information provided by the bidder is found to be incorrect / misleading at any stage/time during the Tendering Process, OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA reserves the right to summarily reject all such incomplete bids without assigning any reason thereon.

11 Comparison of Bids

Only the technically qualified bids as per NIT shall be considered for opening and evaluation of Commercial / Financial bid.

The total price including the taxes (@rates quoted by the bidder or tariff rates, whichever are less) for entire Data Centre Solutions along with the warranty support shall be considered for computing L1.(Please refer para 1, Section- III).

12 Award of Contract

OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA shall award the contract to the qualified bidder whose technical bid has been accepted and determined as the lowest evaluated price bid as per para 10 and 11 of Section II.

However, OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA reserves the right and has sole discretion to reject the lowest evaluated bid.

If more than one bidder happens to quote the same lowest price, OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA reserves the right to award



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the contract/order to any one of the bidder without assigning any specific reason. The decision of OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA shall be final for awarding the contract.

(End of Section - II)

Section III – Special Conditions of Contract

1 Prices

The prices quoted shall remain firm and no price escalation will be permitted. Bidder must indicate applicable GST separately. The bidder should exercise utmost care to quote the correct percentage of applicable GST on each item.

In case due to any error/ oversight, the GST rate quoted by the bidder is different than the actual GST rate as per the tariff, the bidder will not be permitted to rectify the error/oversight. The orders/ contract will be placed with the GST rate quoted by the bidder or actual tariff rate (as on placement of order), whichever is LOWER. The difference amount payable, if any, between the quoted GST rate and actual tariff rate shall be borne by the bidder.

Notwithstanding the para 1.1 and 1.2 mentioned above, if the GST is not quoted separately and the bid is silent whether GST is included or excluded in price, then for the purpose of evaluation of bids, the prices shall be taken as quoted with GST. In this case, the order will be placed with the quoted price. The GST applicable, if any will be borne by the bidder/contractor

Bidder must quote in INR only.

The prices quoted must be inclusive of packing & forwarding, freight, insurance, loading, unloading charges /entry tax/road permit charges and allied charges till destination.

The prices must be quoted for all the items as per format given in Section – V.

2 Project Timeline

All the items covered in the Schedule of Requirements (**Section – IV**) must be supplied, installed and commissioned within **3 months** from the date of award of Contract / placement of order.

3 Payments

The whole payment related to this project will be made by **Government of Kerala, Treasury Department** on recommendation by **OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA**

NB:

The applicable TDS/GST will be deducted. All the payments are subject to submission of the valid and complete tax invoices.

4 Performance Bank Guarantee (PBG)

The successful bidder will be required to furnish the Performance Guarantee towards the Data Centre Solutions supplied, in the form of a Bank Guarantee in INR equivalent to 3% of the total project value, as per the format attached to this document (**Annexure – H**). This bank guarantee should be submitted along with the invoice after successful installation and commissioning of the Data Centre solution. The Bank Guarantee should be from a Nationalized bank and shall remain valid for the period of 63 [5 Years 3 months] months from the date of installation. The PBG must be negotiable at a branch of issuing bank in Thiruvananthapuram.

OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA reserves the right to invoke the Performance Bank Guarantee submitted by bidder, in case of the following:

The system fails to achieve the performance as stipulated in this document or

The bidder fails to provide the warranty and other services in scheduled time frame, as stipulated in this document or

The bidder delays to provide the warranty services as stipulated in this document or non compliance of conditions stipulated in SLA, which will be signed on successful award of contract.

5 Completeness Responsibility

The bidders may please note that this is a contract on ‘Turn-key’ basis. Notwithstanding the scope of work, engineering, supply and services stated in bid document, any equipment or material, engineering or technical services which are not specifically mentioned under the scope of supply of the bidder and which are not expressly excluded there from but which – in view of the bidder - are necessary for the required performance of the datacenter solution in accordance with the NIT specifications are treated to be included in the bid and has to be implicitly performed by bidder. In no case, the bidder will be permitted to increase the prices quoted.

6 Warranty

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The supplier further warrants that all Goods supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier. The warranty should be comprehensive on site, repair/replacement basis free of cost. **Bidder has to enter into agreement / MoU with OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA on award of contract which shall be in-line with this NIT document.**

All the equipment and components supplied must have Five years onsite comprehensive warranty from date of successful installation, commissioning. The bidder will have to act as the single point of contact during the entire warranty period.

7 Response time and escalation

As the datacenter serves are provided 24 hours a day 7 days a week except for period of plan maintenance, the bidder shall for all request have to assign a staff member and acknowledge the request and the same should be rectified within 6 business hours of receipt. Project Escalation matrix shall also be submitted along with the technical bids.

8 Penalties

Office of the Principal Accountant General (A&E), Kerala reserves the right to levy penalties as given below.

Sr. No	Parameters	Penalty
A	Penalty for Delayed Deliveries and installation	0.5% of order value per week for delay in delivery/installation and commissioning beyond schedule subject to a maximum of 5% . If the delay is more than 10 weeks, OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA reserves the right to cancel the Contract/ Order. In case of in ordinate delay on the part of bidder in completing the work and cancellation of Purchase order, OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA will



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		arrange to complete unfinished work through suitable contactor and expenses incurred by OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA in doing of such work shall be recovered from the bidder.
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9 Force Majeure

Office of the Principal Accountant General (A&E), Kerala may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion at successful Bidder's premises or any other act beyond control of the bidder.

10 Arbitration

In case any dispute arises between the Office of the Principal Accountant General (A&E), Kerala and successful bidder with respect to this NIT, including its interpretation, implementation or alleged material breach of any of its provisions both the Parties hereto shall endeavor to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator mutually appointed by both parties. If the sole arbitrator is not appointed mutually by both the parties then the District Court Thiruvananthapuram shall have exclusive jurisdiction for appointment of sole arbitrator through court. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The venue of the arbitration shall be Thiruvananthapuram. The award given by the arbitrator shall be final and binding on both the Parties. The language of arbitration shall be English. The common cost of the arbitration proceedings shall initially be borne equally by the Parties and finally by the Party against whom the award is passed. Any other costs or expenses incurred by a Party in relation to the arbitration proceedings shall ultimately be borne by the Party as the

arbitrator may decide. Courts in Thiruvananthapuram only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and conciliation Act.

11 Indemnity

The successful bidder shall indemnify, protect and save **Office of The Principal Accountant General (A&E), Kerala** from/against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment supplied by successful bidder, or caused due to any act of the bidder.

12 Assignment

Selected bidder/ Party shall not assign, delegate or otherwise deal with any of its rights or obligation to other parties under this Contract, without prior approval of **Office of The Principal Accountant General (A&E), Kerala**

13 Severability

If any provision of this Contract is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision.

14 Termination

Validity of purchase order/rate contract will remain till fulfillment of all obligations (including comprehensive warranty/support till completion of five years from acceptance of the entire integrated solution as a whole) by the successful bidder.

In case of the delays in providing the stipulated services, and /or defect/delay/under or non- Performance pertaining to the services / products supplied by the bidder, **Office of The Principal Accountant General (A&E), Kerala** will give written notice to the bidder directing to set the things right within 7 days of notice. If bidder fails to comply with the requirements, the successful bidder should accept that it shall be liable to pay damages claimed by **Office of The Principal Accountant General (A&E), Kerala**.

15 Limitation of Liability

The liability of the Bidder / Contractor arising out of breach of any terms/conditions of the tender / contract/work order and addendums/amendments thereto, misconduct, willful default will be limited to the total contract value. However, liability of the bidder in case of death/injury/damage caused to the personnel/property due to/arising out of/incidental to any act/omission/default/deficiency of bidder/contractor, will be at actual.

16 Disclaimer

The purpose of this NIT is to provide the bidder(s) with information to assist the formulation of their proposals. This NIT does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this NIT and where necessary obtain independent advice. **Office of The Principal Accountant General (A&E), Kerala** makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this NIT.

17 Jurisdiction

The disputes, legal matters, court matters, if any shall be subject to Thiruvananthapuram jurisdiction only.

18 Corrupt or Fraudulent Practices

It is expected that the bidders who wish to bid for this project have highest standards of ethics.

Office of The Principal Accountant General (A&E), Kerala will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.

Office of The Principal Accountant General (A&E), Kerala may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the

award / execution of contract.

Office of The Principal Accountant General (A&E), Kerala may declare a vendor ineligible to be awarded a contract if at any time determines that the vendor is declared insolvent by a court of law or incapacitated by a court of law

19 Interpretation of the clauses in the Tender Document / Contract Document

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document, the interpretation of the clauses by **Principal Accountant General (A&E), Office of The Principal Accountant General (A&E), Kerala** shall be final and binding on all parties.

(End of Section- III)

Section IV – Schedule of Requirement

This Section covers the general and technical requirements of the Data Centre and deliverables/ responsibilities of the successful bidder.

The bidder must submit the detailed technical compliance matrix towards the schedule of requirements as given below in tabular format.

1 Data Centers on Turn-key Basis

The Data Centre is required to be built on ‘Turn-key’ basis. The successful bidder should build the entire data centre infrastructure which includes (excluding civil works, Air conditioning) electrical systems, power systems, power supply, UPS etc. as specified. The responsibility towards required material/items/equipments, work, man power etc. rests with the successful bidder. The overall requirements and available information/ data/documents are included in this Section. ***The bidders are advised to go through same and visit the sites before working out the details in this perspective and submit the solution document complete in all respects.***

2 General Requirements:

The general requirements applicable to the data centre are given below. Other than these requirements, depending on the site conditions, the bidder may propose appropriate changes in other requirements. However, the responsibility towards successful installation and commissioning and smooth running of data centre rests with bidder only. The solution shall comprise of supply, installation, testing, commissioning training and handing over of all materials, equipment, hardware, software, appliances with all the required components strictly as per the latest technology. Also, the scope includes the supply, installation & commissioning of any material or equipment excluding civil works that are not specifically mentioned in the specifications and design details but are required for successful commissioning of the project.

The vendor shall provide detailed design, documentation, make, and model, efficiency including user, system and operation manuals along with the necessary diagrams, design drawings. The vendor shall take the necessary clearance / approval of the drawings, design, quality of material, make and model of the quoted material etc. prior to the

execution of the project

The vendor shall be responsible for performing verification tests to ensure all proposed software and hardware are functioning as per design.

The vendor shall be responsible for providing support and maintenance for all equipment and systems installed on 24x7 basis for **five years** from the date of commissioning the data center.

The vendor shall be responsible for providing acceptance checklists for the project.

The Data Centre should be complete in all respects.

3 *Hardwares and Softwares Requirements and its Specifications*

Sl.No	Item Details	Specifications	No. of Unit
1	Rack Mount Servers (Web/ App Servers)	Annexure – L(i)	5
2	Rack Mount Servers (Database Server)	Annexure – L(ii)	6
3	SAN Storage	Annexure – L(iii)	1
4	NAS Storage	Annexure – L(iii)	1
5	L3 Network Switch	Annexure – L(iv)	2
6	L2 Network Switch	Annexure – L(v)	3
7	Router(for redundancy)	Annexure – L(vi)	1
8	Firewall/UTM: 2 nos. in HA	Annexure – L(vii)	2
9	Rack -42U	Annexure – L(viii)	3
10	40 KVA UPS	Annexure – L(ix)	2
11	8port IP based KVM switch	Rack mountable (1U) with cables and accessories	1
12	Rack mountable Keyboard, Video and mouse with monitor	17"or higher TFT Foldable Monitor with Keyboard and Mouse	1
13	Operating System	Redhat Enterprise Linux Server, Premium (1-2	2

4 *Design of Data Centre*

The proposed designs in the NIT document are for reference and for the purpose of bidding. The vendor so finalized would be required to make the necessary shop drawings within the layouts in consultation with the **Office Of The Principal Accountant General (A&E), Kerala**, so as to arrive at a final scheme in line with the requirements of the **Office Of The Principal Accountant**

General (A&E), Kerala in accordance with the requirements of Indian standards, IEC, ISO and Green IT certifications. However no change whatsoever in the price schedules would be allowed after the award of the work and the price shall remain firm throughout the project and the entire works are to be executed within the quoted price schedules and within the proposed time frame.

5 Connectivity to existing system

The Datacentre shall provide required connectivity to the existing network so that current applications can communicate with the Data centre.

6 Recommended Makes:

For ICT equipment - servers, storage and network active components - OEM should be listed in the leaders / challengers quadrant in Gartner Magic Quadrant of 2019 or later for the equipment category.

7 Acceptance Criteria:

UPS % Losses and Efficiency on various loading condition. Demonstration of Battery backup under full load condition. Safety during Project Execution. Submission of Warranty Certificate from manufacturer of UPS , Battery etc. as per NIT

Data Center aesthetics and interiors

(END OF SECTION IV)

Section V – Price Schedule

Detailed Commercial Bid is to be submitted in below format.

Sr. No.	Description of Item and Specification	HSN code/SAC code	Unit Price Rs.	Qty.in Units	GST %	Total Price Rs.

Optional Items (These items will not be considered for computing LI)

Sr. No.	Particulars	Quantity	Quoted Price Rs.	GST Rs.	Total Price Rs.
1	Comprehensive Annual Maintenance Contract -Year-6				
2	Comprehensive Annual Maintenance Contract -Year-7				

Signature of Supplier

Stamp

(Authorized Signatory)

Notes:

- The prices quoted in BOQ should include the charges towards testing of equipments, installations from local electricity board, PWD, electrical/ civil engineering authority, pollution control board - as applicable. The official charges required for the required testing, certification, NOC etc. are to be

paid by the bidder. The certifications, NOC etc. shall be in the name of host institution.

- The invoice can be raised in compliance with GST requirements.

(End of Section – V)

Annexure A – Covering Letter

Date:

To

**The Senior Deputy Accountant General (Admin)
Office Of The Principal Accountant General (A&E), Kerala
Thiruvananthapuram 695001.**

Subject: Supply, Installation, Testing, Commissioning of Data Center Solution

Dear Sir,

We, the undersigned, offer Supply, Installation, Testing, Commissioning of Data Center Solution to THE OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA, THIRUVANANTHAPURAM in response to your NIT No ITS Cell/9-41/IFMS/20-21/dated 20.03.2021. We are hereby submitting our proposal for the same, which includes Technical bid and the Financial Bid on www.eprocure.gov.in/eprocure/app.

We hereby declare that all the information and statements made in this Technical bid are true and we accept that any misinterpretation contained in it, may lead to our disqualification.

We undertake, if our proposal is accepted, to initiate the Implementation activities towards supply of material and services, as stipulated in the referred NIT.

We agree to abide by all the terms and conditions of the NIT document, including corrigenda. We would hold the terms of our bid valid for **180** days as stipulated in the NIT document.

We understand you are not bound to accept any proposal you receive.

The undersigned is authorized to sign this bid document. The authority letter to this effect is enclosed.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:

Annexure B – Authorization Letter

Date:

To

The Senior Deputy Accountant General (Admin)
OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA
THIRUVANANTHAPURAM 695001.

Subject: Authorization Letter

Reference: NIT document no. NIT No ITS Cell/9-41/IFMS/20-21/ dated 15.03.2021

Dear Sir,

We, M/s _____ (Name of the bidder) having registered office at -----
_____ (address of the bidder) herewith submit our bid against the
said NIT document.

Mr./Ms. _____ (Name and designation of the signatory), whose signature is
appended below, is authorized to sign and submit the bid documents on our behalf
against said NIT

Specimen Signature:

The undersigned is authorised to issue such authorisation on
behalf of us. For M/s _____ (Name of the bidder)

Signature and company seal

Name

Designation

Email

Mobile

Annexure C– Undertaking in connection with the EMD

Bid Security Declaration Form Date: _____ Tender No. _____

To (insert complete name and address of the purchaser) I/We. The undersigned, declare that: I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid. Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration) Name: (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

Annexure D– Undertaking by Principal Manufacturer

(To be submitted in Original on Letterhead)

Date:

To

The Senior Deputy Accountant General (Admin)
OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E),KERALA
THIRUVANANTHAPURAM 695001

**Subject: Undertaking by Principal Manufacturer in response to the tender No ITS
Cell/9-41/IFMS/19-20/ dated 18th March 2021 for Supply, Installation &
Commissioning of Data Centre Solutions.**

Dear Sir,

We, M/s _____ (Name of the manufacturer) having registered office at
_____ (address of the manufacturer) by virtue of being manufacturer for

_____ (Name of the product/s), hereby authorise M/s _____
(Name of the bidder) having their office at _____ (Address of bidder) to submit quote,
supply, install and provide after sales support for our range of products quoted by
them to meet the above mentioned tender requirements.

M/s _____ (Name of the manufacturer) within the scope of requirement
as per the tender mentioned above undertake to provide technical & other support
towards fulfilling the requirements of installation, commissioning, acceptance criteria
and product warranty services of the Data Centre Solutions to be supplied and
installed at site(s) by our authorized representative M/s (Name of bidder) against said
tender.

The undersigned is authorised to issue such authorisation on behalf of M/s _____

(Name of the manufacturer).

For M/s _____ (Name of the manufacturer)

Signature

&company seal

Name

Designation

Email

Mobile No.

Annexure – E: Tender Acceptance Letter

(To be submitted on Company Letter Head).

Date:

To

The Senior Deputy Accountant General (Admin)
OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA
Thiruvananthapuram 695001.

Subject: Tender Acceptance Letter

Reference: Tender document no. ITS Cell/9-41/IFMS/19-20/ dated 18th March 2021

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: www.agker.cag.gov.in / www.eprocure.gov.in etc.; as per your NIT / advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / We have read the entire terms and conditions of the tender document, (including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization has also been taken into consideration, while submitting this acceptance letter and during the entire course of the bidding procedure.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy .

Yours Faithfully

Authorized Signatory.

(Signature of the Bidder, with Official Seal)

Email id for correspondence.

Annexure – F: Documents Check –List

Sr. No.	Documents to be Submitted	Submitted (Yes / No)
	e-packet – 1	
1	Covering Letter as per Annexure - A.	
2	Authorization letter issued by the competent authority of bidder authorizing the signatory to sign on behalf of the bidder, as per Annexure – B.	
3	Declaration in connection with EMD as per the GO No. F9/4/2020-PPD, GoI, Ministry of Finance, Department of Expenditure, and Procurement Policy Division dated 12 th November 2020 in Annexure C	
4.	Undertaking by the Principal Manufacture as per Annexure D	
5.	Tender Acceptance Letter, as per Annexure – E.	
6.	Documents Check-list as per Annexure - F	
7.	Undertaking to the effect that a Performance guarantee of 3% of the order value will be submitted in case AG KERALA decides to place the Purchase Order.	
8.	Undertaking to the effect that the bidder is not black-listed or barred from participation in bidding process by any Central/ State Government, Government Department, Government Undertaking, Public Sector Unit (PSU) or autonomous institution, as on date of submission of bids.	
	e – Packet 2	
1.	A copy of Certificate of Incorporation, Partnership Deed / Memorandum and Articles of Association / any other equivalent	

	document showing date and place of incorporation, as applicable	
2.	Proof of Functional office [Registered/Regional/Branch Office] functioning in Kerala for last one year with contact number.	
3.	Copies of Purchase Order with a completion certificate that the bidder should have executed and completed orders as follows during or after 2017-18 financial year: One similar order worth 1.5 Cr OR two similar orders of 75 lakhs each OR three similar orders of 50 lakhs each from Govt. /PSUs..	
4.	The self-certified copies of audited balance sheets or the certificates from a Chartered Accountant for the financial year 2017-18 , 2018-19 and 2019-20 indicating the annual sales turnover	
5.	A photo copy of the commercial bid actually submitted without prices (prices blocked) and copy of commercial terms and conditions (in detail) as included in the commercial bid. Office of The Principal Accountant General (A&E), Kerala reserves the right to reject the bid in case of any discrepancy observed in the un-priced commercial bid and the actual commercial bid.	
6.	The Copy of document of registration with DPIIT, Govt. of India in case of bidders who shares land border with India	
7.	Documentary evidence for the availability of service centre in Kerala from the principal manufacturers/ original equipment manufacturer (OEM) of Data Centre components.	
8.	A Certificate to the effect that the documents/ declarations/undertakings submitted are true and no facts which has an adverse bearing on the bidding has been concealed	
	e-Packet – 3.	
1.	The executive summary of the bid submitted	
2.	Duly filled Technical Bid (covering the details of solution, detailed bill of material, technical specifications, makes and models of items,	

	diagrams, layouts, all drawings etc.)	
3.	Technical Compliance matrix against all details requested as per item 3 of Section IV.	
4.	The printed catalogue/leaflet/brochures published by the principal manufacturer of the items quoted to be submitted along with the Technical Bid.	
5.	Project Escalation matrix	
6.	Legal / statutory permissions required, if any.	
	e –packet 4	
1	Price Bid as per format given in Section - V	

their part, towards promises and assurance of their contractual obligations vide the Contract / Order No _____

M/s. _____ (name of vendor) holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

AC shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the suppliers obligations and / or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA under any security (ies) now, or hereafter held by OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA hereunder or of prejudicing right of OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA and liabilities of the supplier arising up to and until _____(date)

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever **the** that OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA may now or at any time have in relation to its claims or the supplier's obligations/liabilities under and / or in connection with the said contract and OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA shall have the full authority to take recourse to or enforce this undertaking guarantee in preference to the other undertaking or security (ies) at its sole discretion and no failure on the part of OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E),

KERALA in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

We _____(Name of Bank) hereby agree and irrevocably undertake and promise that if in your (OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA's) opinion any default is made by M/s _____ (Name of Vendor) in performing any of the terms and /or conditions of the agreement or if in your opinion they commit any breach of the contract or there is any demand by you against M/s _____(Name of Vendor), then on notice to us by you, we shall on demand and without demur and without reference to M/s _____(Name of Vendor), pay you, in any manner in which you may direct, the amount of Rs. _____/- (Rupees _____ Only) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against M/s ___(Name of Vendor) and we shall be liable & obligated to pay the aforesaid amount as and when demanded by you merely on an intimation being given by you and even before any legal proceedings, if any, are taken against M/s _____(Name of Vendor)

The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the supplier (whether or not pending before any arbitrator, Tribunal or Court) or any denial of liability by the supplier or any order or any order or communication whatsoever by the supplier stopping or preventing or purporting to stop or prevent payment by the Bank to OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA hereunder.

The amount stated in any notice of demand addressed by OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA to the Bank as claimed by OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA from the supplier or as suffered or incurred by OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA on the account of any losses or damages or costs, charges and/or expenses shall as between the Bank and OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA be conclusive of the amount so claimed

or liable to be paid to OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA or suffered or incurred by OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA, as the case may be and payable by the Bank to OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA in terms hereof.

You (OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA('s) shall full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s_(Name of Vendor) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s_____ (name of Vendor) which under law relating to the sureties would but for the provisions have the effect of releasing us.

You (OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA) will have full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s_____ (Name of Vendor) provisions have the effect of releasing us.

Your right to recover the said sum of Rs. _____/- (Rupees _____ only) from us in manner aforesaid will not be affected/ or suspended by reason of the fact that any dispute or disputes have been raised the said M/s _____ (Name of Vendor) and/ or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s _____ (Name of Vendor) but shall in all respects and for all purposes be binding and operative until payment of all dues to AG KERALA in respect of such liability or liabilities.

Our liability under this guarantee is restricted to Rs. _____/- (Rupees _____ Only). Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within one month from the date of expiry of guarantee, all your rights under the said guarantee shall be forfeited and we

shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

- A. Our liability under this guarantee shall not exceed Rs_____ (in words)
- B. This bank guarantee shall be valid up to (63 months from date of installation) & unless a suit for action to enforce a claim under guarantee is filed against us within one month from the date of expiry of guarantee, all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after one month from the date of expiry of this Bank guarantee
- C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before_____.
- D. The Bank guarantee will expire on 63 months Granted by the Bank

Yours faithfully,
For (Name of Bank)

SEAL OF THE BANK

Authorised Signatory

(End of Document)

Annexure – L(i)

Specification of Rack Mount Servers -Web/Application Servers- 5 Numbers

Form Factor/Height	Rack -2 U
Processor	Two numbers of 3 rd Generation Intel Xeon or 2 nd Generation AMD EPYC, 24 core or higher latest 64 bit x86 processor
Chipset	Matching with the processor
Processor base frequency	2.3 GHz or higher
Cache	33MB or more
Memory	512 GB DDR4 2667 MHz or higher SDRAM ECC expandable to 2 TB
Disk bays	Min eight SFF/LFF hot-swappable SCSI (SAS) HODs
Storage capacity	3 x 1TB SAS Hot Swap HDD (10K or high RPM) expandable to 10TB from day one
Network Interface	Dual 10 Gbps and Dual 1 Gbps Ethernet Ports on separate controllers
Power supply	Two in redundant mode (Hot Swappable)
HBA card	Dual 16 GBPS or higher FC Ports HBA with 15m LC-LC OFC patch cords
Hot-Swap components	Power supplies, HODs
Raid controller	12 Gbps RAID redundant Controllers with 2 GB cache for RAID 1 5
Operating system certification	OS manufacturers Certification for Linux & Windows
Energy- efficiency compliant	Energy star compliant
Remote management	Remote management with LAN/WAN with virtual media
Rack mount kit	Sliding rail supporting form factor
Warranty	Five years comprehensive on site OEM warranty

Annexure – L(ii)

Data base Servers-(256 GB RAM) - 6 Numbers

Form Factor/Height	Rack-2U
Processor	Two numbers of 20 core or higher processors with latest 64 bit x86 processor (3 rd Gen Intel Xeon Gold or 2 nd Gen AMD EPYC)
Chipset	Matching with the processor
Cache	33 MB or more
Processor Base frequency	2.3 GHz or higher
Memory	256 GB DDR IV 2667 MHz or higher ECC expandable to 1.5TB
Disk bays	Min eight SFF/LFF hot-swappable SCSI (SAS) HDDs
Storage capacity	3 x 1TB SAS Hot Swap HDD (10K or higher RPM) expandable to 10TB from day one
Network Interface	Dual 10 Gbps and Dual 1 Gbps Ethernet ports on separate controllers
Power supply(std./max)	Two in redundant mode (Hot Swappable) Hot-Swap components
Hot-Swap components	Power supplies, HDDs
Raid controller	12 Gbps RAID redundant Controllers with 2 GB cache for RAID 1 5
Operating system certification	OS manufacturers Certification for Linux & Windows
Energy- efficiency compliant	Energy star compliant
Warranty	Five years on site comprehensive
HBACard	Dual 16 GBPS or higher FC Ports HBA with 15m LC-LC OFC patch cords

Rack mount kit	Sliding rail supporting form factor
Remote management	Remote management with LAN/WAN with virtual media

Annexure – L(iii)

SAN specifications

Capacity- 50 TB usable capacity using SSD and SAS disks on RAID 6
Scalable to 100 TB usable
SSD- 10 TB (expandable to 20 TB) and SAS- 40 TB (expandable to 80 TB)
Minimum 2 TB disk capacity, 10K rpm for SAS & Minimum 1 TB for SSD
Support for RAID 0,1,5,6. Must be able to add additional disks on the fly
Minimum of Dual controller in active-active mode scalable to four controllers
Ports -4 x 16 Gbps FC or higher ports, 8 x 12 Gbps or higher SAS host ports.
Minimum of 64 GB controller based configurable cache and should be scalable to 128 with 72 hrs battery backup or equivalent mechanism for cache data protection
Rack mountable chassis with redundant hot swap power supply and cooling fans
Scalability should be achievable by addition of hard disk drives alone, without replacing existing hard disks. Sufficient free slots should be available from day 1 to cater to the specified scalable capacity without replacing already installed HODs
All necessary fibre channel cables for connecting to SAN switch
Bundled software features and perpetual licenses for full capacity
Automated storage tiering software license included
Storage should support data Replication and should have minimum 2 nos. of FC/Ethernet dedicated ports for remote replication
Operating System and clustering support with necessary licenses- Microsoft WINDOWS server, Redhat LINUX, VMware, Xenserver, CentOS
Storage should be compliant with IPv6
5year onsite warranty from the OEM
24 port FC SAN switch with necessary SFPs and licenses – 2 nos
15 meter Optical fiber (LC-LC)- as required

Annexure – L(iii)(a)

NAS storage specifications

Rack mountable Chassis with Hot swap redundant power supply & cooling fans
Total Storage Capacity- populated with 100 TB usable storage and scalable to 250 TB usable storage, using SAS drives on RAID 6
Minimum dual controller with Dual Octa Core processors or higher per node
64GB DDR4 ECC RAM per node upgradable to minimum 128 GB
Minimum disk Capacity -4 TB, 10K SAS drives
Dual RAID controller with support for 0,1,5,6
Interface - Minimum 4 x 10Gbps Ethernet autosensing ports per controller
Dual2x 16Gbps FC ports for storage connectivity or 2 x 10 GbE (SFP+)
Operating System and clustering support with necessary licenses- Microsoft WINDOWS server, Redhat LINUX, VMware, Xenserver, CentOS
NAS should be IPv6 compliant
Scalability should be achievable by addition of hard disk drives alone, without replacing existing hard disks. Sufficient free slots should be available from day 1 to cater to the specified scalable capacity without replacing already installed HODs
5 year onsite warranty from OEM

Annexure – L(iv)

L3 Fully Managed Network Switch with 24 Port 1G Base-T/SFP + 2* 10 G uplink 2 Nos

1	Switch should have Minimum 24 port 1G Base-T/SFP + 2 x 10 G uplink with 3SOWAC power supply
2	Switch should support Internal Redundant Power supply
3	Switch should be Rack Mountable
4	Should support at least 80 Gbps switching capacity
5	Switch should have Forwarding rate - 90 Mpps at least
6	Switch should have Configurable at least 32 K MAC addresses
7	Should support jumbo frame Size 9198 bytes
8	Should support atleast 8000 Ipv4 and 6000 ipv6 Routes
9	Should support 4000 VLAN ID's
10	The Switch should support Stacking Capability
11	Switch should support stacking should support Miminim 80Gbps of stack throughput.
12	The Switch shall support routing protocols such OSPF, BGPv4, IS-ISv4
13	The Switch shall support IPv6 Multicast Routing.
14	The Switch should have basic IP Unicast routing protocols (static, RIPv1 & RIPv2).
15	The Switch shall support IPv6 & IPv4 Policy Based Routing (PBR)
16	The Switch should support HSRP for IPv4 & IPv6.
17	The Switch should be able to discover (on both IPv4 & IPv6 Network) the neighboring device
18	The Switch should be able to discover (on both IPv4 & IPv6 Network) the neighboring device giving the details about the platform, IP Address, Link connected through etc, thus helping in troubleshooting connectivity problems.
19+	The Switch should support IP source guard to prevent a malicious user

	from spoofing or taking over another user's IP address by creating a binding table between the client's IP and MAC address, port, and VLAN.
20	The Switch should support flexible & multiple authentication mechanism, including 802.1X, MAC authentication bypass, and web authentication using a single consistent configuration.
21	The Switch should support RADIUS change of authorization and downloadable Access List for comprehensive policy management capabilities.
22	The Switch should support Private VLANs to restrict traffic between hosts in a common segment by segregating traffic at Layer 2, turning a broadcast segment into a nonbroadcast multiaccess like segment to provide security & isolation between switch ports, which helps ensure that users cannot snoop on other users' traffic.
23	The Switch should support TACACS and RADIUS authentication to facilitate centralized control of the switch and restricts unauthorized users from altering the configuration.
24	The Switch should support IPv6 source Guard, DHCPv6 guard, IPv6 Snooping to prevent any Man-in-middle attack
25	The Switch should support Dynamic VLAN, Downloadable ACLs, Multi-Auth VLAN Assignment, MAC Based Filtering & Web Authentication security mechanism.
26	The Switch should support enforcement of identity and context-based access policies for users and devices.
27	The Switch should support QoS including classification, policing and shaping.
28	The Switch should support IP SLA/equivalent feature set to verify services guarantee based on business critical IP Applications.
29	The Switch should support 802.1p CoS and DSCP Field classification using marking and reclassification on a per-packet basis by source and destination IP address, MAC address, or Layer 4 Transmission Control Protocol/User Datagram Protocol TCP/UDP Port number
30	Switch should support Software upgrades

31	Switch should support SNMPv2 and SNMPv3
32	Switch should support IPv6 Management including Neighbor discovery, Logging, Telnet, SSH, Web, SNMP, NTP and DNS
33	Switch should be manageable through CLI, Web Interface, SSHv2 and HTTP/HTTPS
34	Switch should be provided with hardware replacement warranty and ongoing software upgrades for all major and minor releases for a period of 3 years.

Annexure – L(v)

L2 Fully Managed 24 Port Network Switch with 2 x 10G uplink SFPs – Distribution and Access switches – as per requirement

L2 Fully Managed Switch should have 24 no's 1 Gbps Ethernet Ports & 2 x10 Gbps SFP Uplinks Ports
Switch should support dedicate stacking Port of up to 8 switches with minimum 40 Gbps of stack throughput.
Switch should support Minimum 56 Gbps Switching Capacity
Switch should support Forwarding Rate of Minimum 41.50 Mpps
Switch should support 1K VLANs & 4K VLAN IDs
Switch should support 16000 Unicast MAC addresses
Switch should support IPv4 & IPv6 Static routes
Switch should support Dynamic Host Configuration Protocol (DHCP) auto configuration of multiple switches through a boot server eases switch deployment
Switch should support Internet Group Management Protocol (IGMP) Snooping for IPv4 and IPv6 MLD v1 and v2 Snooping provide fast client joins and leaves of multicast streams and limit bandwidth-intensive video traffic to only the requestors
Switch should support redundant power supply internally/externally
Switch should support minimum 16K MAC addresses per system
Switch should support Jumbo frames – 9,000 bytes
Switch Should support minimum 4000 VLAN's and VLAN ID's
Switch Should support Port-based VLAN and MAC-based VLAN, 802.1Q VLAN tagging
Static Routing/ Layer 3 switching between VLAN's. IPv4 routing should support up to minimum 128 static routes and up to minimum 48 IP interfaces.
Should support classless Inter domain routing (CIDR)

Switch should support IPv4 and IPv6 static routing and RIP
DHCP Server - Switch functions as an IPv4 DHCP Server serving IP addresses for multiple DHCP pools/scopes Support for DHCP options
The switch should be IPv6 Ready
The switch should support IPv6 QoS
IPv6 First Hop Security: Features including standard capabilities
Should support IPv6 multicast snooping MLD v1/v2
Switch should support Software upgrades
Switch should support SNMPv2 and SNMPv3
Switch should support IPv6 Management including Neighbor discovery, Logging, Telnet, SSH, Web, SNMP, NTP and DNS
Switch should be manageable through CLI, Web Interface, SSHv2 and HTTP/HTTPs
Switch Should support Port, VLAN and Router based Access control lists (ACLs), MAC-based VLAN assignment ,IPv6 First-Hop Security, Spanning Tree Root Guard (STRG) , Bridge protocol data unit (BPDU) Guard, IGMP filtering, Switched Port Analyzer (SPAN) equivalent Port Mirroring
Switch should support MAC limiting
Switch should support Dynamic Trunking Protocol (DTP) or equivalent, Local Proxy Address Resolution Protocol (ARP), Multicast VLAN Registration (MVR), IGMP filtering, IGMP v1, v2 & V3 Snooping, MVR (Multicast VLAN Registration), Spanning Tree Root Guard (STRG)
Switch should support DHCP snooping
Switch should be provided with hardware replacement warranty and ongoing software upgrades for all major and minor releases for a period of 3 years.

Annexure – L(vi)

Router (for redundancy) – 1 no

1. Should be a modular router with minimum 1 free slot and internal redundant power supplies
2. Router should have minimum 4 x 1000BaseT & 2 Fiber ports with SFPs
3. Routers should support modular LAN and WAN connectivity options including 1G Fiber / Copper, E1, DS3, OC3, OC12, OC48
4. Router should support expansion to add 2 x 10G ports in future
5. Router should be capable of handling minimum 20 Gbps of total WAN throughput and should have routing performance of minimum 60 Mpps to handle this traffic
6. Router should support minimum 64K IPv4 and 64K IPv6 routes to be able to support the full internet routing table from multiple service providers
7. Router should support jumbo frames
8. Router should Quality of Service (QoS) requirements
9. The router should support IPv4 and IPv6 routing
10. Routers should support IPv4 & IPv6 Routing features – RIP, OSPF, IS-IS BGP
11. Router should support MPLS features – L2 VPN, L3 VPN, RSVP
12. The router should support Policy Based Routing, Source Based Routing and Reverse path forwarding
13. Router should support Multicast Features
14. Should support AAA using RADIUS or TACACS
15. Should support Packet Filters, Network attack detection and support DDoS attack prevention
16. Should support minimum 4000 ACLs per system
17. Router should have Console, Telnet for management of device
18. Router should have flow monitoring and accounting services
19. Router should have SLA monitoring features with support for Sessions, packets & bandwidth usage
20. Warranty and Support - Support: 3 year warranty and 2 year extended warranty

Annexure – L(vii)

Firewall/UTM: 2 nos. in HA – 3 x 1 Gbps ports, 2 x USB ports, 1 console port

Sr No	Features
1	The Firewall must be appliance based, rack mountable and it should have redundant Power Supply with 3 x 1 Gbps ports, 2 x USB ports & 1 console port
2	Licensing: should be per device license for unlimited users for Firewall / VPN (IPSec & SSL) and other features. There should not be any user/IP/host based licenses – Please specify if the product does not follow the required licensing policy.
3	The device should be having security functions like Firewall, VPN (IPSec & SSL), Application firewall, Gateway level antivirus, Antispam, Category based web filtering, Intrusion prevention system, Traffic shaping, etc.
4	Device should support for Virtualization (ie Virtual Systems / Virtual Domains) with minimum 5 virtual System support. Please mention what is the maximum number of virtual instances supported
5	The platform must be capable of supporting a minimum of 15 interfaces with auto sensing 10/100/1000 capability and 10 Gigabit SFP slots
6	The Firewall must support at least 10000 concurrent connections and 10000 new sessions per second
7	Firewall Throughput for 64, 512 & 1500 Bytes packet should be more than 25 Gbps
8	Should support 11 Gbps IPSec VPN throughput and 1500 Tunnels
9	The firewall should support a minimum of at least 4 Gbps IPS throughput & Minimum 3 Gbps NGFW throughput on real-world / enterprise mix traffic test condition
10	The firewall should support minimum 5 Gbps SSL Inspection Throughput
11	The firewall should support minimum 2 Gbps threat protection throughput on real-world/ enterprise mix traffic test condition
12	Should support more than one ISP link with automatic ISP link failover as well as ISP link load sharing for outbound traffic.
13	Should Support IPv6 functions such as Management over IPv6, IPv6 routing protocols, IPv6 tunneling, firewall and full UTM protection for IPv6 traffic, NAT46, NAT64, IPv6 IPSEC VPN
14	Should support IPv4 and IPv6 Rate based DOS protection with threshold settings against TCP Syn flood, TCP/UDP/ port scan, ICMP sweep, TCP/UDP/ SCTP/ICMP session flooding. Threshold settings must be customizable for different sources, destinations & services
15	Device should support Static routing, RIP, OSPF, BGP, IS-IS, RIPng, OSPFv3 and BGP4+
16	Support for authentication for Users and Firewall Administrators (Local and Remote – RADIUS, LDAP & TACACS+)
17	Support for Native Windows Active Directory and Novell eDirectory Integration
18	The device should have IPS protection for 6000+ signatures
19	Should Identify and control over 2500+ applications (ie Application control feature)
20	Gateway AV should be supported for real-time detection of viruses and malicious code for HTTP, HTTPS, FTP, SMTP, SMTPS, POP3, POP3S, IMAP, IMAPS, IM and SMB
21	The solution should be having facility to block communication to Botnet server using IP reputation database

22	Antivirus module should support Advanced Threat Protection (ATP). It should be having an option to submit suspicious files to External cloud-based file analysis (OS sandbox) for threat detection
23	Should support Gateway Data Loss Prevention (DLP) feature for popular protocols like HTTP, HTTPS, FTP, POP3, IMAP, SMTP, POP3S, IMAPS, SMTPS with Document Fingerprinting.
24	The security appliance should be having configurable option to quarantine source address if that address tries to download infected file.
25	The security appliance should be having configurable option to quarantine attack generating source address
26	OEM should be having the following certifications/Ratings
	a. OS should be "IPv6 Phase II Ready" certified
	b. Firewall module should be ICSA Labs and EAL 4 certified
	c. VPN should be ICSA Labs certified for both IPsec and SSL-TLS
	d. Network Intrusion Prevention System (NIPS) and should be ICSA Labs certified.
	e. Antivirus should ICSA Labs and VB100 certified
	f. The OEM should be having Advanced Threat Defense (ATD) certification from ICSA LAB's
	g. OEM should be having "Recommended" rating in NSS Labs network intrusion prevention testing, Firewall testing and Next Generation Firewall testing and Next generation IPS testing.
h. OEM should be rated as Leader or Challenger in the Gartner magic quadrant for Enterprise Firewall and UTM	

Annexure – L(viii)

TECHNICAL SPECIFICATION FOR 42U SERVER RACK

1. Racks manufactured out of steel sheet punched, formed, welded and Powder coated
2. Rack should be from ISO 9000 Certified Company & UL Listed
3. Standard for Racks configuration shall be welded frame with side panel and vented top cover
4. Rack should have Front Convex Perforated Door and Dual Perforated door at Rear.
5. Rack should have 2 no's of removable side panel with slam latch.
6. Rack should have provision to mount racks on Floor
7. Rack should be 42U(1U = 44.45 mm) in Height.
8. It should be 600MM Wide,1200MM Deep and Overall height 2112 MM.
9. Rack should Conform to DIN 41494 or Equivalent EIA /ISO / EN Standard

10. Rack should have Adjustable mounting depth,
11. Rack 4 No Adjustable, 19" verticals with Punched 9mm Square Hole and Universal 12.7mm-15.875mm-15.875mm alternating hole pattern offers greater mounting flexibility, maximizes usable mounting space.
- 12 Rack should have Numbered U positions,
13. Rack should have 100% assured compatibility with all equipments conforming to DIN 41494 (General industrial standard for equipments)
14. Powder coated finish with seven Tanks pretreatment process meeting IS
15. Rack should have Proper Grounding & Bonding
16. Rack should have Fan module Mount Provision on top Cover
17. Rack should have Fan tray with 4 no's 90 CFM Fan
18. Rack should have 1 No Fixed shelf with 715mm depth for mounting NON Rack mountable Equipments
19. Rack should have 2 No Power Distribution Units with 12 No 5/15 Indian Round Pin with 32A Rating
20. Rack should have 1 No Horizontal Cable Organizer with Plastic Loops.
21. Rack should have provision for cable entry Exit from Both top & Bottom covered with rubber Grommet
22. Rack should have 1 Packet of mounting hardware, Pack of 20.
23. Static Load should be 1250Kg

Annexure – L(ix)

Technical Specifications of 40 KVA Online UPS – Quantity – 2 Nos

S. No	Parameters	Specifications
1	CAPACITY	40 KVA (in continuous mode)
2	TECHNOLOGY	Online, Double Conversion, IGBT based (Inverter, Rectifier and Charger) PWM technology controlled by microprocessor /DSP technology.
3	INPUT	
	Input Voltage Range	Three Phase AC 320V to 460V
	Frequency Range	50 ± 6%
	Input Power Factor	0.95 or better at rated load.
	Distortion (Current)	Not more than 5% on full non linear load and 10% on non linear load.
	Generator Compatibility	Required
4	OUTPUT	
	Voltage	400V ± 1% Three Phase AC
	Frequency	50 Hz ± 0.5%
	Regulation	Regulation : ±2% in the following conditions a) No load to full load, b) Full input voltage range
	Waveform	Sine wave
	Output Power Rating	Rated KVA at 0.8 lagging Power Factor
	Overload Capacity on Inverter	150% for 1 Minute or better, 110% for 3 Minutes or better (Above rating should be maintained during battery operation also).
5	EFFICIENCY	
	Overall Efficiency	85% or Better in the following conditions: (a) Lowest input Volts to highest input Volts

		(b) 50%, and 100% of inductive load of 0.8 p.f.
	Inverter Efficiency	90% or better in the following conditions: (a) Lowest d.c.bus to highest d.c. bus (b) 50%, and 100% of inductive load of 0.8 p.f.
	Crest Factor	Not less than 3:1 on 100% non linear load without deviating in the capacity
	Total Harmonic Distortion (THD) - Voltage	<2% for 100% linear load <5% for 100% Non-linear load
	Frequency	50Hz ± 0.5%
6	BACKUP & BATTERY	
	Capacity of UPS	40 KVA
	Backup time	30 Minutes at full load of 0.8PF
	DC Bus Voltage	≥ 240V
	Battery VAH for 30 Min. backup	Minimum 39072 VAh using 12V VRLA SMF Battery
	Battery Make	Any reputed brand manufactured in India complying with JIS C 8702 test.
	Online Battery monitoring	Should be available
	Battery Recharge Time (after complete discharge to 100% charge)	Should not exceed 10 Hours
	Battery Housing	A suitable weather proof adjustable metal rack to mount VRLA type of batteries with battery breakers
7	ENVIRONMENTAL CONDITIONS	
	Storage Temperature	-20° to +50° C
	Operating Temperature, Relative Humidity	0° to 40° C Max. 95% (non-condensing)
	Noise Level	Less than 75 db at distance of 1 Meter from UPS.
	Cooling	Air cooled
8	SAFETY & PROTECTION	
	Internal Protection	All live parts shrouded
	Short Circuit Protection	Electronic Current Limit
	Manual and Static Bypass	Required
	Cold start facility	Optional
9	PARALLELING	
	Parallel Redundancy	UPS should have desired electronic circuitry to configure UPS in parallel redundant load sharing mode. Supply all necessary accessories for parallel redundant load sharing operation.
10	COMMUNICATION & MANAGEMENT	
	Communication Interface for remote monitoring	Preferably SNMP based with all accessories.
	Management Software	Required
11	CONTROL PANEL	
	LCD Panel	LCD Panel : To monitor Input (Voltage & Frequency), Output (Voltage, Current & Frequency) as well as DC Voltage.

	Indications	Mains & Inverter on, Load and Battery Level, UPS Trip
	Audible Alarm	UPS Trip, Inverter Overload, Battery Low
	Switches/ Isolators	Mains and Battery ON/OFF MCCB or ISOLATOR.
12	CERTIFICATIONS	
	Manufacturing	ISO 9001, CE or UL Marking
	EMC Emissions	IEC 62040-2
13	MISCELLANEOUS	
	Input reverse phase sequence protection	Circuitry for Input reverse phase sequence (one phase) protection has to be provided.
	Galvanic Isolation	Galvanic Isolation (Neutral Isolation) through double-wound transformer at the UPS output using K-type transformer.